

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, JUNE 17, 2014**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, June 17, 2014, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

- Roll Call
- Pledge of Allegiance
- Invocation
- Adopt agenda

***Time will be allowed for persons present to express their opinion on any Resolution or Ordinance that appears on the agenda.***

- Communications, petitions, etc.
  - Randy DeDecker, RND Investments, LLC, Town of Neenah, tax parcel no. 010-0272-02
  - Gary & Nicole Meyer, Town of Neenah, tax parcel no. 010-0203-07(p)
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the May 6<sup>th</sup> and May 20, 2014 meetings
- County Executive's Report
- County Board Chairman's Report
- Presentation of the 2014 Winnebago County Scholarships to: Jazmin Belknap, Katelyn Sewall and Dominic Hillesheim – Menasha High School; Joshua Miller- Neenah High School; Abigail Pech – Oshkosh North High School; Zachary Porior and Nathan Condon – Oshkosh West High School; John Levine – St. Mary Central High School; Michael Semanek – Xavier Catholic High School
- Awards for Retired County Board Supervisors: James Englebert, District 3 – 2010-2014; Chuck Tews, District 13 – 2012-2014; Patrick Brennand, District 32 – 1994-2014
- Presentation by Morgan Hinkley, Park View Health Center Director – Park View Health Center Nurse Call System Replacement

**ZONING REPORTS & ORDINANCES**

Report No. 001 – Corey Kalkofen, McMahon Associates, Inc. – Town of Neenah  
Amendatory Ordinance No. 05/01/2014 – Rezoning to R-1 no floodplain, for tax parcel no. 010-0462

**RESOLUTIONS AND ORDINANCES**

- |                          |  |
|--------------------------|--|
| RESOLUTION NO. 34-62014: | Commendation for Joan Wightman<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE                           |
| RESOLUTION NO. 35-62014: | Commendation for Laura Wojcik<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE                            |
| RESOLUTION NO. 36-62014: | Commendation for Gary Henke<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE                              |
| RESOLUTION NO. 37-62014: | Commendation for Laurie Grable<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE                           |
| RESOLUTION NO. 38-62014: | Commendation for Susan Bergholtz<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE                         |
| RESOLUTION NO. 39-62014: | Disallow Claim of Liberty Mutual on Behalf of Erich Pitz<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE |

RESOLUTION NO. 40-62014: Disallow Claim of Meridith Starling  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 41-62014: Authorize Execution of Tri-County Ice Arena Lease Agreement Between  
Winnebago County and Appleton Ice Inc.  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 42-62014: Authorize an Expenditure of \$210,000 on a Capital Project for Reconstruction of  
the CTH CB & BB Intersection in the Town of Menasha  
Submitted by:  
HIGHWAY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 43-62014: Adopt a Public Participation Plan for the Preparation, Review, and Adoption of a  
10-Year Update of the County-Wide Comprehensive Plan for Winnebago County  
Submitted by:  
PLANNING & ZONING COMMITTEE

RESOLUTION NO. 44-62014: Amend Section 24.8 of the Winnebago County Board Rules: Park View Health  
Center Committee  
Submitted by:  
W. THOMAS ELLIS, DISTRICT 34  
COUNTY BOARD SUPERVISOR

RESOLUTION NO. 45-62014: Authorize the Emergency Management Department to Accept a \$6,000 Grant to  
Perform a Mobile Communications Exercise  
Submitted by:  
EMERGENCY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 46-62014: Authorize a Capital Project to Repair and Replace Masonry at the Winnebago  
County Facilities Department Buildings 2 & 3 at a Cost of \$110,000  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 47-62014: Authorize a Transfer of \$14,000 from the Airport Undesignated Fund Balance to  
a Project to Replace a Boiler in the Wittman Airport Terminal Building  
Submitted by:  
AVIATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 48-62014: Request Sheriff to Read Declaration of Independence on Courthouse Steps on  
July 4, 2014  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE

RESOLUTION NO. 49-62014: Authorize a Capital Project to Add Additional Parking to the Sheriff/Jail Facility at  
a Cost of \$203,000.  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 50-62014: Authorize a Capital Project to Repair and Replace Joint Seals at the Winnebago  
County Jail Facility at a Cost of \$198,000.  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

- RESOLUTION NO. 51-62014: Authorize the Sheriff's Department to Accept a Justice Assistance Grant for the Purchase of a K9 Unit at a Cost of \$10,000.  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 52-62014: Authorize a Capital Project to Replace Roof Surfaces to Winnebago County Facilities Buildings 2 & 3 and the Park View Boiler Building at a Cost of \$247,000.  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE
- ORDINANCE NO. 53-62014: Create Section 9.39 of the General Code of Winnebago County: Prevent Unlawful Use of Computerized Communication Systems  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE
- RESOLUTION NO. 54-62014: Amend the Table of Organization for the Winnebago County District Attorneys Office  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Respectfully submitted,  
Susan T. Ertmer  
Winnebago County Clerk

Upon request, provisions will be made for people with disabilities.  
*(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)*

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2014-ZC-2540 filed with the County Clerk by:

TRENT, BRET; TRENT, SARA, Town of NEENAH and referred to the Planning and Zoning Committee on 5/5/2014 and

WHEREAS, a Public Hearing was held on 4/29/2014, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: TRENT, BRET; TRENT, SARA

Agent(s): KALKOFEN, COREY - MCMAHON ASSOCIATES INC

Location of Premises Affected: 880 YORKSHIRE RD NEENAH, WI 54956

Legal Description: Being a part of Government Lot 2, Section 35, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

Tax Parcel No.: 010-0462

Sewer:	<input checked="" type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Municipal	<input type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input checked="" type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Wetlands		

WHEREAS, Applicant is requesting a rezoning from R-1 Rural Residential floodplain district to R-1 Rural Residential no floodplain district, and

WHEREAS, we received notification from the Town of NEENAH recommending Approval, and

WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

1. The Town of NEENAH has approved. Town has right of approval or denial per terms of zoning ordinance.
2. Town findings for Approval were as follows: a. Town does have an adopted land use plan; b. action does agree with Town adopted Town plan.
3. There were no objections.
4. Proposed use is compatible with adjacent uses.

*Findings were made in consideration of Section 23.7-5(b)(1),(2),&(3).*

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 5-0

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed Ordinance is hereby [ADOPTED] OR [DENIED].

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For the Planning and Zoning Committee



**AMENDATORY ORDINANCE # 05/01/14**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2014-ZC-2540 as follows:

Being a part of Government Lot 2, Section 35, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential, Floodplain

TO: R-1 Rural Residential, No Floodplain

Adopted/ Denied this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mark Harris  
County Executive

County Board Supervisory district 7

# **Park View Health Center Nurse Call System Replacement**

A. PROPOSED 2014 BONDING - \$ -0-

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design						\$ -
Land purchase						-
Construction	262,000					262,000
Equipment						-
Other						-
<b>Total costs</b>	<b>262,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>262,000</b>
<b>PROJECT FUNDS:</b>						
G.O. Bonds or notes	-	-	-	-	-	-
Outagamie County						
Share						-
Tax levy						-
PVHC Fund Balance	262,000					262,000
<b>Total funds</b>	<b>\$ 262,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 262,000</b>

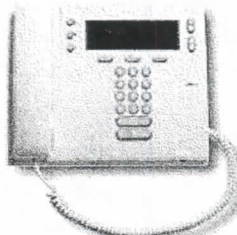
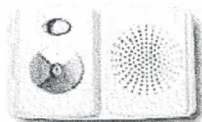
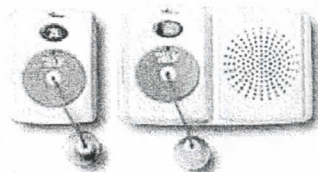
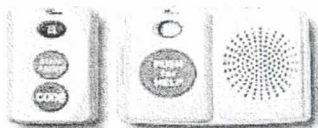
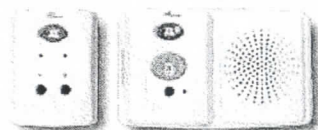
C. DECEIPTION AND JUSTIFICATION:

**Project Description:** This project is to replace the existing obsolete nurse call system at Park View Health Center with a new system. The existing system, Staff Call - Pro was purchased by GE Medical Systems and then removed from their product line. The availability of repair parts is limited to what is currently in the market place. Parts availability will be reduced as time goes on and the prices will begin to increase as parts get harder to find. This project will allow alternatives to be reviewed, a suitable product selected and installed before parts for the existing system are no longer available or become extremely costly.

**Relationship to other projects and plans:** This project is not related to any other project.

**Justification and alternatives considered:** There are two alternatives. The first is to do nothing and continue to use the existing system and buying replacement parts as long as they are available. This will lead to a situation where the parts are either no longer available or available at such an inflated price so as to make it not economically viable to continue operating the system. The second alternative is to systematically research available systems and manufacturers and determine the best method to replace the existing system and make an orderly transition.

## Responder 4000 SLIM Station Components



### Resident Room Components

- Audio or Visual-only configuration
- Multiple call-in priorities available
- Call Assurance indicators
- Optional TV, entertainment, light-control capabilities
- Room equipment alarm receptacle for ventilators, fall risk alarms, and more

### Resident Check-in Station

- Programmable resident check-in sequencing and emergency notification
- Flash modes status indicator (check-in required / complete)
- Optional audio speaker for staff-resident communication or announcements\*

### Special Function Stations

- One-touch operations
- Large, back-lit call buttons
- Optional audio speaker
- Custom buttons for unique call priorities
- Water-resistant (bath station)

### Audio Pull-Cord Station

- Easy to use pull-cord
- Audio to the bathroom

### Staff & Duty Stations

- Provides communication capabilities to key staff meeting areas
- Monitors system activity via brightly colored LED and tone annunciation

### Call Activity Displays

#### Console

- Brightly lit LCD console
- Easy-to-use touch points, customized to each console
- Staff presence review capabilities
- Wireless device assignment

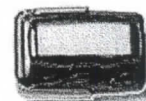
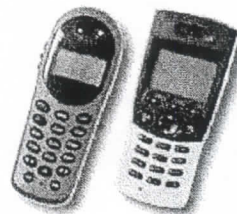
#### Annunciate Panel

- Customized tone & light indication of system activity
- Optional muting

#### Marquee

- Choose from a variety of one or two-line, color displays
- Provide tone indication of system activity

## Responder 4000 Wireless Components



### Wireless Phones

- Route resident calls to specific caregivers
- Remote answer of resident calls for mobile staff
- Dial out to any intercom station
- Utilize phones throughout the entire facility or campus

### Wireless Pendant

- Heavy duty, water-resistant wireless call button allows residents to move around freely
- May be used by staff to place distress calls
- Low battery notification
- Allows freedom and independence for residents

### Pocket Pagers

- Instant on-the-go notification of calls, eliminating delays in staff response
- Route messages to specific caregivers or dispatch a secondary team member to respond to a call
- Call Cancel notification

### Cordless Phones

- Provides inexpensive mobile call communication to staff
- Type II Caller-ID presents the location and type of call with the option to be instantly connected to the resident
- Does not require a connection to the facility PBX
- Reduces overhead paging for a quieter recovery and living environment

This is a sample of some of the components of a nurse call system. It is not necessarily the brand or system we would purchase. This would be subject to competitive bidding.

Robert P. Stone  
CVSO

Winnebago County  
**Veterans' Service Office**  
Monthly Report

Telephone: (920)236-4898  
Fax: (920)303-3030

Judy A. Steckbauer  
Deputy CVSO

**May 2014**

**Office Activities:**

Clients Visited	361	Telephone Contacts	585
Correspondence Received	236	Correspondence Originated	498
E-mail Received	249	E-mail sent	104
Hospital / Nursing home visits	6	Outreach Visits	Many
Records Created	37	Records Edited	2266
Forms Generated	376	Total VIMS Clients Served	2303
Pending Actions	344	Pending Files	905
Deaths	34	Pieces of Mail	

**Remarks:** With the VA Medical Center in the national news might suggest that I mention it in the monthly report. There has been a lot of pressure on the VA to do more and faster. With the pressure comes the temptation to cut corners and do things that are not appropriate. It has been learned that some medical providers in the VA's Health Care system have not provided access to medical care timely. I am happy to report that in the majority of cases, if an issue arises we are generally able to resolve it. We are able to access the VA Health Care System on demand when emergent or urgent care is called for and to date I am quite satisfied with the timeliness or original applications.

Each year outreach is done with local service organizations. As the CVSO I attended events conducted at the Isle of Valor in recognition of Armed Forces Day, County Board Tour of the Neenah CVSO Office, Job Fair sponsored by the Department of Workforce Development, NE CVSO Association meeting at the VA Clinic in Green Bay, I served as the featured speaker for the Memorial Day Services in Omro, CVSO Executive Committee Meeting, and the 12<sup>th</sup> District American Legion Spring Conference. Our office was also represented in the Memorial Day Parade in Menasha. I would like to thank Jeff Bucholtz for getting his car ready and participating in that event. David Holst, benefits specialist participated in the Memorial Day Procession in Oshkosh and I would like to extend our appreciation for that. Since we will host the Fall Conference of the CVSO Association of Wisconsin we are very involved with preparation and planning of that event.

We had a very productive staff meeting. The material that had been presented at the Spring CVSO Conference was shared and staff was updated on changes in existing programs and introductions to others. We have had many requests for the WisDOT Identifier. This is a program sponsored by the Wisconsin Department of Transportation and allows for a veteran to be identified on their drivers' license. Veterans can make application either through the Wisconsin Department of Veterans Affairs or directly with the Department of Transportation, we have both forms available.

Respectfully submitted,



Robert P. Stone  
Winnebago CVSO



## PROJECT IMPROVEMENTS



- 1** US 41 interchange and US 41 mainline  
**Mainline construction: 2018**  
**Interchange construction: 2014-2018**
  - Restore missing ramp movements
    - Northbound US 41 to westbound US 10
    - Eastbound US 10 to northbound US 41
  - Construct auxiliary lanes along US 41 to improve traffic operations

- 3** Little Lake Butte des Morts crossing  
**New bridge construction: 2014-2016**  
**Existing bridge rehab: 2016-2018**
  - Add a new parallel bridge south of the existing structure with three through lanes and one auxiliary lane
  - Recondition the existing bridge
  - Use more cost-effective concrete girders for new bridge with alternative bridge pier layout
  - Provide overhead lighting on LLBDM bridges

- 4** County P (Racine Road) interchange, WIS 441 mainline and Racine Road  
**Construction: 2015-2018**
  - Realign US 10/WIS 441 to flatten horizontal curvature
  - Construct new US 10/WIS 441 bridges over Racine Road entrance and exit ramps
  - Construct a roundabout at the intersection of Racine Road with the interchange ramps
  - Provide Right-in/Right-only access at 12th Street

- 6** WIS 47 (Appleton Road) and US 10 (Oneida Street) interchange ramps and WIS 441 mainline (Appleton Rd– Oneida St)  
**Construction: 2018-2019**
  - Transition from a six-lane roadway to the existing four-lane roadway east of the Oneida Street interchange
  - Widen US 10/WIS 441 bridges over Oneida Street

- 8** US 10 (Oneida Street)  
**Construction: 2017**
  - Enhance safety and mobility along Oneida Street by controlling access to Meadow Grove Boulevard and Primrose Lane
  - Construct a Diverging Diamond Interchange (DDI) to handle large volumes of US 10 ramp traffic

- 5** County AP (Midway Road) interchange and WIS 441 mainline  
**Construction: 2017-2018**
  - Realign US 10/WIS 441 to flatten horizontal curvature
  - Construct new US 10/WIS 441 bridges over Midway Road
  - Reconstruct a segment of Midway Road in the interchange area
  - Relocate large utility towers to accommodate realignment

- 7** WIS 47 (Appleton Road) and Vermillion Street  
**Construction: 2015**
  - Reconstruct WIS 47 from Valley Road to Midway Road
  - Construct roundabouts at Appleton Road interchange ramp terminals
  - Widen US 10/WIS 441 bridges over Appleton Road
  - Construct Vermillion Street connection

### New items / refinements in 2014

- The designs of the following were refined since summer 2013:
  - Box culverts
  - Bridge abutments
  - Fill areas
  - Retaining walls
  - US 41 mainline shoulder reconstruction
  - Real estate acquisition
  - Locations and shapes of stormwater detention basins



## NEXT STEPS

Throughout 2014, WisDOT will continue developing the final design plans and developing construction staging plans. WisDOT will continue coordinating with communities and stakeholders on:

- Real estate acquisition
- Noise walls, including their locations and appearance
- Stormwater drainage to help manage flooding and water quality
- Transportation Management Planning (TMP) to enhance safety and traffic operations during construction
- Driving roundabouts and diverging diamond interchanges
- Bicycle and pedestrian accommodations to enhance mobility
- Community Sensitive Solutions (CSS) to develop a project that enhances the visual quality of the area

WisDOT will hold public involvement and business meetings at project milestones throughout the design and construction phases of the WIS 441 Tri-County Project.

## PROJECT WEBSITE

The WIS 441 Tri-County Project website, [www.US41wisconsin.gov/wis441](http://www.US41wisconsin.gov/wis441), is an available resource for the public and businesses to learn more about the project including interchange improvements and special project features. Meeting exhibits, handouts, presentations and other resources will also be available on the project website following public involvement meetings.

## JOIN THE E-MAIL CONTACT LIST

WisDOT will continue to hold public involvement meetings throughout the project's duration to keep the public and businesses informed. If you would like to receive project updates and notices of future meetings via e-mail, please provide your e-mail address on the sign-in sheet for today's meeting or submit your e-mail address to Melissa Kok at [Melissa.Kok@dot.wi.gov](mailto:Melissa.Kok@dot.wi.gov).

## CONTACT US

**Scott Ebel, P.E.**  
WIS 441 Project Manager  
Phone: (920) 492-2240  
[Scott.Ebel@dot.wi.gov](mailto:Scott.Ebel@dot.wi.gov)

Mr. Ebel can be reached by mail at:  
Brown County Project Office  
1940 W. Mason Street Green Bay, WI 54303

**Mark Kantola**  
US 41/WIS 441 Communications Manager  
Phone: (920) 492-4153  
[Mark.Kantola@dot.wi.gov](mailto:Mark.Kantola@dot.wi.gov)

Mr. Kantola can be reached by mail at:  
944 Vanderperren Way  
Green Bay, WI 54304

**FOR GENERAL  
PROJECT INFORMATION**



Find us online at:  
[www.US41wisconsin.gov/wis441](http://www.US41wisconsin.gov/wis441)



Division of Transportation  
System Development  
WIS 441 Tri-County Project  
Brown County Office  
1940 West Mason Street  
Green Bay, WI 54303



Scott Walker, Governor  
Mark Gottlieb, P.E., Secretary  
Internet web site: [www.dot.wisconsin.gov](http://www.dot.wisconsin.gov)

Telephone: (920)492-2222  
Facsimile (FAX): (920)492-5807  
E-mail: [ner.dtsd@dot.wi.gov](mailto:ner.dtsd@dot.wi.gov)

## WELCOME to the WIS 441 TRI-COUNTY PROJECT BUSINESS MEETING

**Town of Menasha Community Center**

**May 6, 2014 from 7:30 to 9:30 a.m.**

**Presentation at 7:45 a.m.**



## MEETING PURPOSE

The Wisconsin Department of Transportation (WisDOT) is hosting a business meeting for the WIS 441 Tri-County Project. The meeting will provide a corridor-wide project update on a variety of topics, including:

- Short-term and long-term construction schedules, beginning in Summer 2014
- US 10 (Oneida Street) diverging diamond interchange scheduled for construction in 2017
- Community coordination and outreach efforts
- WIS 47 (Appleton Road) interchange closure for reconstruction in 2015
- Vermillion Street design plans

WisDOT will continue to hold business meetings throughout the duration of the project to keep you informed about design plans and the construction schedule at key project milestones.

## MEETING FORMAT

Today's meeting will run from 7:30 to 9:30 a.m. A presentation will begin at 7:45 a.m. Please view the current design plans, speak to project staff and see the diverging diamond interchange (DDI) videos. The 'drivers perspective' video will help you become familiar with the benefits of DDIs, including the improved safety and traffic operations provided by free-flow left turns.

## PROJECT SCHEDULE

Major construction has been advanced and is planned to start mid 2014 including grading at the US 41 interchange and construction of the new LLBDM bridge crossing.

Function	2012	2013	2014	2015	2016	2017	2018	2019
Design								
Real Estate								
Utilities								
Construction								



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

**WHEREAS**, Joan Wightman has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

**BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to Joan Wightman.

## PERSONNEL AND FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mark L Harris  
Winnebago County Executive

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

**WHEREAS**, Laura Wojcik has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

**BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to Laura Wojcik.

## PERSONNEL AND FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mark L Harris  
Winnebago County Executive



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

**WHEREAS**, Gary Henke has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge his years of service.

**BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to Gary Henke.

## PERSONNEL AND FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mark L Harris  
Winnebago County Executive

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

**WHEREAS**, Laurie Grable has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

**BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to Laurie Grable.

## PERSONNEL AND FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**WHEREAS**, Susan Bergholtz has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

**BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to Susan Bergholtz.

## PERSONNEL AND FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**WHEREAS**, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

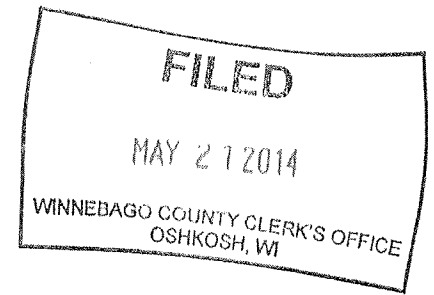
**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim of Liberty Mutual on Behalf of Erich Pitz, filed with the County Clerk on May 21, 2014, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

## PERSONNEL AND FINANCE COMMITTEE

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

Mark L Harris  
Winnebago County Executive

NOTICE OF INJURY  
AND  
CLAIM FOR DAMAGES



TO: COUNTY OF WINNEBAGO  
C/o County Clerk  
415 Jackson Street  
Oshkosh, WI 54901

JAMES STADTMUELLER  
140 Lone Elm Avenue  
Van Dyne, WI 54979

PLEASE TAKE NOTICE that on February 21, 2014, Linda Pitz, residing at 819 Hawthorne Terrace, Manitowoc, Wisconsin was involved in an automobile incident at the location of 9<sup>th</sup> Avenue near Koeller Street, City of Oshkosh, Winnebago County, causing her to sustain personal injuries which necessitated medical care and attention; furthermore, these injuries may be permanent in nature.

**LIABILITY**

The County of Winnebago on account of its liability for the acts of its agents and/or employees, and particularly James Stadtmueller, as further set in the Notice of Injury and Claim for Damages, who was acting within the scope of his employment at the time of said incident.

At said time and place, James Stadtmueller was driving a 2013 Ford transit cargo van, owned by the County of Winnebago when he rear ended a motor vehicle being operated by Linda Pitz.

At said time and place, James Stadtmueller, failed to keep proper look out, failed to safely manage and control said vehicle,

drove inattentively and negligently operated said vehicle at and immediately prior to the time of said incident.

DAMAGES

As a proximate result of the above-described negligence, Linda Pitz sustained personal injuries, including but not limited to, her lower back pain shooting up into thoracic spine and sometimes into legs causing her to incur medical bills and expenses, and pain and suffering all to her damage in the amount of:

MEDICAL BILLS TO DATE:

Holy Family Memorial	\$ 15,000.00
Lakeshore Radiology	\$ 2,000.00

<u>FUTURE MEDICAL EXPENSES:</u>	\$ 10,000.00
---------------------------------	--------------

PAIN AND SUFFERING:


Past pain and suffering and disability	\$ 5,000.00
Future pain and suffering and disability	\$ 5,000.00

<u>TOTAL CLAIM:</u>	\$ 37,000.00
---------------------	--------------

WHEREFORE, Linda Pitz, demands THIRTY SEVEN THOUSAND DOLLARS (\$37,000.00) from said County of Winnebago and James Stadtmueller.


DATED at Milwaukee, Wisconsin this 20 day of May, 2014.

BY: \_\_\_\_\_

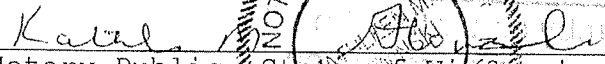
  
JOHN F. McNALLY  
SBW#: 01013701  
Hausmann-McNally, S.C.  
Attorneys for Claimant

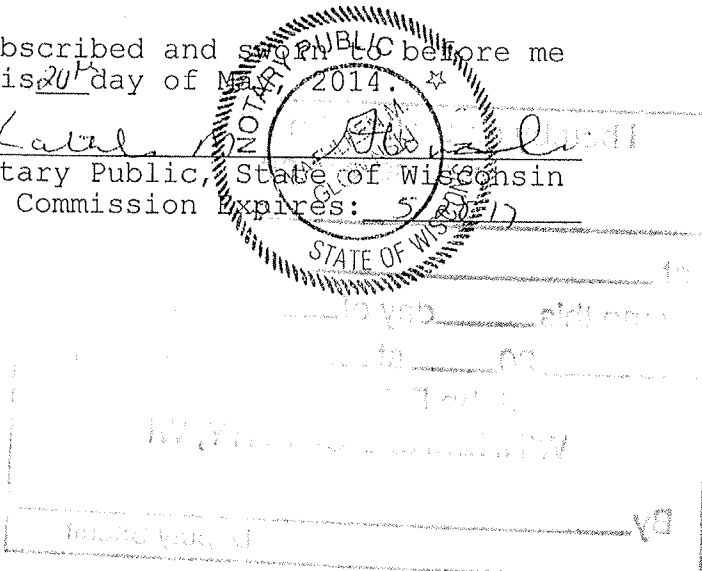
STATE OF WISCONSIN)  
 )  
MILWAUKEE COUNTY )

JOHN F. McNALLY, being duly sworn on oath deposes and says:  
That he is one of the attorneys for the above-named claimants and  
that he makes this Affidavit on claimant's behalf being duly  
authorized to do so; that he is a resident of the City and County  
of Milwaukee, State of Wisconsin, that he has read the foregoing  
Notice of Injury and Claim for Damages and believes upon  
information and belief that the matters stated therein are true.  
That the source of affiant's information are statements made by  
the claimant and that he has been duly authorized to verify this  
Notice of Injury and Claim for Damages.

  
\_\_\_\_\_  
JOHN F. McNALLY  
SBW#: 01013701

Subscribed and sworn to before me  
this 20<sup>th</sup> day of May 2014.

  
\_\_\_\_\_  
Notary Public, State of Wisconsin  
My Commission Expires: 5-28-17



I hereby certify that the within copy  
was served on  
Sue Zetner  
at 415 Jackson  
by me this 21 day of May  
20 14 at 3:00 am/pm  
John F. Matz, Sheriff  
WINNEBAGO COUNTY, WI  
By J. V. Belle WS5  
Deputy Sheriff





# HAUSMANN-MCNALLY, SC

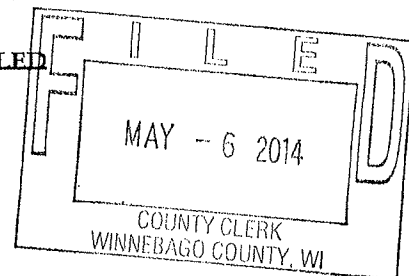
ATTORNEYS AT LAW

633 WEST WISCONSIN AVENUE, SUITE 2000, MILWAUKEE, WI 53203  
1-414-271-5300 / TOLL FREE 1-866-400-0080 / FAX 414-271-7780

[WWW.HAUSMANN-MCNALLY.COM](http://WWW.HAUSMANN-MCNALLY.COM)

May 6, 2014

**FACSIMILE & MAILED**  
920-303-3025



GREGORY D. ABEL\*\*  
DAVID J. BISCHMANN\*  
JULIE A. BLANKS\*\*  
J. SCOTT BOWMAN\*\*  
AMY M. DAVIS#  
MICHAEL J. DONOVAN\*\*\*  
CHARLES HAUSMANN\*  
MILES G. LINDNER\*  
JOHN F. McNALLY\* ++  
NATASHA R. MIERA\* \*\*  
PATRICK C. O'NEILL\* \*\*  
PAUL P. PODEREYKO# \*\*  
JASON POHREN\* \*\* \*\*  
CRAIG D. QUEEN\*\*  
RODNEY ALAN TUCKER##  
KEN A. WINJUM\*\*  
MATTHEW T. WOLF\*\*

LICENSED IN WI\*  
LICENSED IN IL\*\*  
LICENSED IN IA\*\*\*  
LICENSED IN CA+  
LICENSED IN ND++  
LICENSED IN IN#  
LICENSED IN MN\*  
LICENSED IN OH\*\*  
LICENSED IN NE##

MILWAUKEE OFFICE  
(414) 271-5300  
(866) 400-0080

MADISON OFFICE  
(608) 258-4860  
(866) 258-4860

APPLETON OFFICE  
(920) 882-4861  
(866) 882-4861

EAU CLAIRE OFFICE  
(800) 227-8699

INDIANA OFFICE  
(317) 634-9900  
(866) 634-9901

OHIO OFFICE  
(614) 223-0100  
(877) 223-0104

DECATUR OFFICE  
(217) 424-8833  
(866) 424-8833

ROCKFORD OFFICE  
(815) 853-3668  
(866) 853-3644

BELLEVILLE OFFICE  
(618) 234-8833  
(800) 227-8699

PEORIA OFFICE  
(309) 691-5700  
(800) 227-8699

MERRILLVILLE OFFICE  
(219) 791-8820  
(877) 791-8375

DES MOINES OFFICE  
(563) 400-0080

NORWALK OFFICE  
(515) 951-5220

OMAHA OFFICE  
(402) 537-8000  
(866) 400-0080

Ms. Sue Ertmer  
County Clerk  
Winnebago County  
P.O. Box 2808  
Oshkosh, Wisconsin 54903

Re:	Our Client:	Linda Pitz
	Your Insured:	James Stadtmueller/Winnebago County
	Your Claim No.:	Unknown
	Type of Accident:	Auto
	Date of Accident:	2/21/2014

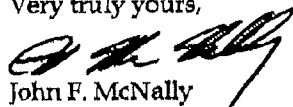
Dear Ms. Ertmer:

Please be advised that we have been retained by the above-named client to represent a claim for injuries sustained on the above date when our client was involved in an automobile accident with your insured. Please be further notified of our attorney's lien in reference to this case pursuant to the statutes of the State of Wisconsin.

As a result of this accident, our client sustained personal injuries, which necessitated medical care and attention.

Upon receipt of your acknowledgment of this letter, we will forward the appropriate medicals and specials after they have all been received by our office. Thank you in advance for your anticipated cooperation in this matter.

Very truly yours,

  
John F. McNally  
Attorney at Law

P.S. We are hereby revoking any authorizations signed by our client(s) and are requesting copies of any written or recorded statements our client(s) may have given.

JFM/jt  
cc: Linda Pitz

Ertmer, Sue

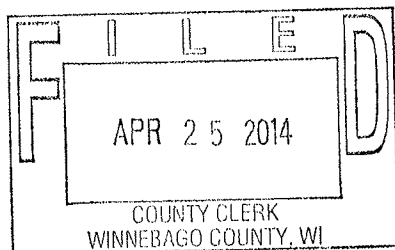
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**From:** Lichtenwalner, Maxwell [Maxwell.Lichtenwalner@LibertyMutual.com]  
**Sent:** Friday, April 25, 2014 9:37 AM  
**To:** Ertmer, Sue  
**Subject:** Your Claim Number: unk / Our Claim Number: 029212589-0002  
**Attachments:** demand.pdf; estimate.pdf; proof.pdf; rental.pdf; 838601969[1].jpg; 838601989[1].jpg; 838601999[1].jpg

**\*\*\*PLEASE DO NOT REPLY DIRECTLY TO THIS EMAIL\*\*\*** If you require additional documents or are missing a document, please send your request with the Liberty Mutual Claim Number in the subject line to [docsrequest@LibertyMutual.com](mailto:docsrequest@LibertyMutual.com). All other requests or questions should be directed to our Customer Claims Representative found on the attached letter.

Liberty Mutual Insurance  
Personal Market Claims - Subrogation Recovery Team  
1-800-521-0986  
fax - 1-603-334-0372

Notice: The information contained in this electronic mail transmission is intended by Liberty Mutual for the use of the named individual or entity to which it is directed and may contain information that is privileged or otherwise confidential. If you have received this electronic mail transmission in error, please delete it from your system without copying or forwarding it, and notify the sender of the error by reply e-mail or by telephone (collect), so that the sender's address records can be corrected.





## CONTACT US

ATTN: Wisconsin County Mutual Insurance Corp.  
Fax:  
Email: [sertmer@co.winnebago.wi.us](mailto:sertmer@co.winnebago.wi.us)

Date: April 25, 2014

Your Claim Number: unk  
Your Insured: WINNEBAGO COUNTY DEPT OF FACILITIES

Our Claim Number: 029212589-0002  
Our Insured: ERICH PITZ

Date of Loss: 02/21/2014

**By Phone**  
Tel: (800) 521-0986  
Ext: 7273476  
Fax: (603) 334-0372

**By Email**  
CONNIE.KUKOLY  
[@libertymutual.com](mailto:@libertymutual.com)

**LM General Insurance  
Company**  
5050 W. Tilghman St.-Ste 200  
Allentown, PA 18104-9915

**Visit us online**  
[LibertyMutual.com](http://LibertyMutual.com)

**NOTE: PLEASE SCROLL ALL THE WAY DOWN TO VIEW ENCLOSED PROOFS.**

Based on our investigation of this accident/loss, we believe your Insured to be responsible for our Insured's damage.

Please see the enclosed Subrogation Demand in the amount of \$ 3,208.39

If liability is pending, please provide the status of your investigation and the timeframe in which you anticipate your investigation will be completed.

Payment should be sent to: Liberty Mutual Insurance  
5050 West Tilghman St - Suite 200 - Allentown, PA 18104-9915

Property Damages:	\$ 2,908.40
Deductible:	\$ 0.00
Rental:	\$ 299.99

**Total Amount Due:** \$ 3,208.39

Insured's Out of Pocket (if known) \$ 0.00

Please include our claim number on your check for the total amount of damages above and send your payment to my attention. Please deal directly with our insured to discuss any out of pocket expenses they may have incurred. Payment of out of pocket expenses should be made directly to our insured.

If you have any questions, please contact me at the telephone / extension number above.

When communicating by email, please be sure to include our claim number in the subject line.

Thank you,  
CONNIE KUKOLY  
Recovery Team  
Subrogation Department

P.S.

Enclosure

SUB127A

BERGSTROM NEENAH BODYSHOP  
150 N. GREEN BAY ROAD  
P.O. BOX 777  
NEENAH, WI 54956-0777  
OFFICE: 920-729-4020 FAX: 920-729-4014

\*\*\* ESTIMATE \*\*\*

03/17/2014 02:17 PM

Owner

Owner: LINDA PITZ  
Address: 819 HAWTHORNE TERRACE  
City State Zip: Manitowoc, WI 54220  
Email: LNDPITZ@YAHOO.COM

Home/Day: (920)973-7720  
Work/Day: (920)973-7720  
FAX:

Control Information

Claim # : 029212589-02  
Loss Date/Time: 02/21/2014 06:00 AM  
Deductible: Waived

Insured Policy # : XXXXX  
Loss Type: Collision

Ins. Company: Liberty Mutual

Insured: ERICH PITZ

Loss Payee: Wisconsin Medical Credit Union

Inspection

Inspection Date: 03/17/2014 02:16 PM  
Primary Impact: Right Rear Corner  
Driveable: Yes

Inspection Type: Direct Repair Program  
Secondary Impact:  
Rental Assisted:

Assigned Date/Time:  
First Contact Date/Time:

Received Date/Time: 03/14/2014 01:01 PM  
Appointment Date/Time: 03/17/2014 06:00 AM

Appraiser Name: JACK FIELDS  
Address: 151 N GREEN BAY RD  
City State Zip: Neenah, WI 54956  
Email: JFIELDS@BERGSTROMAUTO.COM

Appraiser License # :  
Work/Day: (920)729-4020x1373  
FAX: (920)729-4014

Repairer

Repairer: Bergstrom Neenah Body Shop  
Address: 151 N Green Bay Rd  
City State Zip: Neenah, WI 54956

Contact:  
Work/Day: (920)729-4020  
Work/Day:

Vehicle

2010 Mercedes-Benz GLK350 STD 4 DR Wagon  
6cyl Gasoline 3.5  
7-Speed Automatic

Lic.Plates: 341UHL  
Lic Expire:  
Prod Date: 07/2009

Lic State: WI  
VIN: WDCGG8HB9AF377305  
Mileage: 80,795

**Veh Insp# :**  
**Condition:**  
**Ext. Color:** ARCTIC WHITE  
**Ext. Refinish:** Two-Stage  
**Ext. Paint Code:** 650,9650

**Mileage Type:** Actual  
**Code:** 31764A  
**Int. Color:** POLSTER, KUNSTLEDER - LEDER T  
**Int. Refinish:**  
**Int. Trim Code:** 104

**Options - AudaVIN Information Received**

4-Wheel Drive	AM/FM CD Player	Air Conditioning
Alarm System	Aluminum/Alloy Wheels	Anti-Lock Brakes
<b>Automatic Dimming Mirror</b>	Bucket Seats	Cargo/Trunk Net
Center Console	Chrome Grille	Cruise Control
Daytime Running Lights	<b>Driver Seat Memory</b>	Dual Airbags
Dual Power Seats	Dual Zone Auto A/C	<b>Electronic Compass</b>
<b>Floor Mats</b>	Fog Lights	<b>Garage Door Opener</b>
Halogen Headlights	Head Airbags	<b>Heated Front Seats</b>
Heated Power Mirrors	Heated W/S Wiper Washers	Illuminated Visor Mirror
Intermittent Wipers	Keyless Entry System	<b>Leather Seats</b>
Leather Shift Knob	<b>Leather Steering Wheel</b>	Lighted Entry System
MP3 Player	<b>Panorama Sunroof</b>	Power Brakes
Power Door Locks	<b>Power Liftgate</b>	Power Steering
Power Windows	<b>Pwr Driver Lumbar Supp</b>	<b>Rain-Sensing W/S Wipers</b>
Rear Fog Lamp	Rear Window Defroster	Rear Window Wiper/Washer
<b>Reverse Sensing System</b>	Roof/Luggage Rack	Side Airbags
<b>Sirius Satellite Radio</b>	Split Folding Rear Seat	Stability Cntrl Suspensn
Strg Wheel Radio Control	Tachometer	Theft Deterrent System
Tilt & Telescopic Steer	Tinted Glass	Tonneau/Cargo Cover
Traction Control System	<b>Trailer Hitch</b>	Trip Computer
Wood Interior Trim		

**AudaVIN options are listed in bold-italic fonts**

**Damages**

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Rear Bumper</b>										
1	E	538		Reflector,Rear Side RT	2048200274	\$22.00			INC	SM
2	E	520	01	Cover,Rear Bumper	20488050409999	\$750.00*			3.3	SM
3	L	520	13	Cover,Rear Bumper	Refinish				3.8	RF
				2.7 Surface						
				0.6 Two-stage setup						
				0.5 Two-stage						
4	E	434		Snsr, Obstacle Warning LT	2215420417	\$134.00			2.0	SM
5	L	434		Snsr, Obstacle Warning LT	Refinish				0.1	RF
				0.1 Surface						
<b>Rear Body, Lamps And Floor Pan</b>										
6	E	548	01	Muffler Assembly RT	2044907235	\$1,190.00			0.8	ME
6	Items									

MC	Message
01	CALL DEALER FOR EXACT PART # / PRICE
13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE

**Estimate Total & Entries**

**Gross Parts** \$2,096.00  
**Paint Materials** \$128.70

Parts & Material Total		\$2,224.70
Tax on Parts & Material	@ 5.000%	\$111.24

Labor	Rate	Replace Hrs	Repair Hrs	Total Hrs
Sheet Metal (SM)	\$53.00	5.3		5.3
Mech/Elec (ME)	\$72.00	0.8		0.8
Frame (FR)	\$54.00			
Refinish (RF)	\$53.00	3.9		3.9
Paint Materials	\$33.00			

Labor Total		10.0 Hours	\$545.20
Tax on Labor	@ 5.000%	\$27.26	
Gross Total			\$2,908.40
Less: Deductible			Waived-
Net Total			\$2,908.40

Alternate Parts Y/00/00/00/00/00 CUM 00/00/00/00/00 Zip Code: 54957 Geo 54957  
Recycled Parts Y/0/0 Zip Code: 54957 INV DATE: 03/14/2014

Audatex Estimating 7.0.226 ES 03/17/2014 02:52 PM REL 7.0.226 DT 03/01/2014 DB 03/15/2014  
Copyright (C) 2013 Audatex North America, Inc.

1.1 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

"THIS IS NOT AN AUTHORIZATION TO REPAIR. PRESENT THIS APPRAISAL TO THE  
REPAIRING GARAGE BEFORE REPAIRS BEGIN. WE RESERVE THE RIGHT TO INSPECT ANY  
ADDITIONAL DAMAGE BEFORE CONSIDERING PAYMENT OF SUPPLEMENTAL REPAIR CHARGES."

NUMBER OF DAY TO REPAIR.....

THE INSURER GUARANTEES THAT ALL PARTS IDENTIFIED IN THIS ESTIMATE  
ARE CERTIFIED AS QUALITY REPLACEMENT PARTS BY AN INDUSTRY  
CERTIFICATION ORGANIZATION. THE INSURER FURTHER GUARANTEES THAT IT  
WILL REPLACE ANY QUALITY REPLACEMENT PART IDENTIFIED IN THIS ESTIMATE  
(A RECYCLED PART MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER  
OR A NEW PART NOT MANUFACTURED BY THE ORIGINAL EQUIPMENT MANUFACTURER)  
IF A DEFECT IS DISCOVERED. THIS GUARANTEE WILL BE IN EFFECT FOR AS LONG  
AS YOU OWN THE VEHICLE DESCRIBED IN THIS ESTIMATE, BUT IT IS NOT  
TRANSFERABLE TO ANY OTHER PARTY AT ANY TIME. THIS GUARANTEE COVERS THE  
COST OF THE PART, LABOR TO INSTALL, AND PAINT AND MATERIALS, IF REQUIRED,  
AS WELL AS THE COST OF RENTAL OF A TEMPORARY REPLACEMENT VEHICLE DURING  
THE REPAIRS. THIS GUARANTEE DOES NOT COVER CONSEQUENTIAL DAMAGES. IF A  
DEFECT IN A QUALITY REPLACEMENT PART IS DISCOVERED, CONTACT YOUR ADJUSTER  
OR AGENT IMMEDIATELY, AND WE WILL REPLACE THE PART WITH A NEW  
ORIGINAL EQUIPMENT MANUFACTURER PART.  
THIS ESTIMATE HAS BEEN PREPARED BASED ON THE USE OF CRASH PARTS SUPPLIED BY A  
SOURCE OTHER THAN THE MANUFACTURER OF YOUR MOTOR VEHICLE. THE AFTERMARKET  
CRASH PARTS USED IN THE PREPARATION OF THIS ESTIMATE ARE WARRANTED BY THE  
MANUFACTURER OR DISTRIBUTOR OF SUCH PARTS RATHER THAN THE MANUFACTURER OF  
YOUR VEHICLE.

DEAR LIBERTY MUTUAL CUSTOMER,

A LIBERTY MUTUAL APPRAISER OR APPROVED REPAIR FACILITY HAS COMPLETED AN APPRAISAL OF THE DAMAGES TO YOUR VEHICLE. A COPY OF THE APPRAISAL WILL BE MAILED IF ONE IS NOT ATTACHED.

WITH LIBERTY MUTUAL YOU MAY CHOOSE WHO WILL COMPLETE REPAIRS TO YOUR VEHICLE. YOU MAY CHOOSE A SHOP YOU ARE FAMILIAR WITH OR ONE OF OUR TOTAL LIBERTY CARE SHOPS. (IF YOU DESIRE WE WILL PROVIDE YOU WITH A LIST OF OUR TOTAL LIBERTY CARE SHOPS. PLEASE PRESENT THE APPRAISAL TO THE SHOP OF YOUR CHOICE.)

THE SHOPS PARTICIPATING IN OUR TOTAL LIBERTY CARE PROGRAM OFFER YOU BOTH A WRITTEN GUARANTEE AND QUALITY REPAIRS. LIBERTY MUTUAL, HOWEVER CAN ONLY OFFER A GUARANTEE AT OUR APPROVED TOTAL LIBERTY CARE SHOPS.

SHOULD THE REPAIR SHOP FIND ADDITIONAL DAMAGE, THEY ARE REQUIRED TO CONTACT LIBERTY MUTUAL PRIOR TO PERFORMING ADDITIONAL REPAIRS. SUPPLEMENTAL CHARGES SUBMITTED WITHOUT PRIOR AUTHORIZATION FROM LIBERTY MUTUAL WILL BE DENIED. IF YOU WOULD LIKE LIBERTY MUTUAL TO ISSUE PAYMENT TO THE REPAIR SHOP YOU HAVE SELECTED DIRECTLY, PLEASE SIGN AND DATE THE AUTHORIZATION BELOW.

DIRECT PAYMENT AUTHORIZATION

I AUTHORIZE LIBERTY MUTUAL TO PAY \_\_\_\_\_ ON MY BEHALF FOR THE REPAIR OF COVERED DAMAGES TO MY VEHICLE.

VEHICLE OWNER'S SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

\*\*\*\*\*CAPA SHEET METAL OPTION\*\*\*\*\*

A CAPA CERTIFIED SHEETMETAL PART IS AVAILABLE FOR YOUR VEHICLE FOR THE FOLLOWING PARTS.

LEFT FENDER	OEM \$	QRP \$	DIFFERENCE \$
RIGHT FENDER	OEM \$	QRP \$	DIFFERENCE \$
HOOD	OEM \$	QRP \$	DIFFERENCE \$
LEFT DOOR	OEM \$	QRP \$	DIFFERENCE \$
RIGHT DOOR	OEM \$	QRP \$	DIFFERENCE \$
DECK LID	OEM \$	QRP \$	DIFFERENCE \$
YOUR TOTAL SAVINGS IF YOU CHOOSE CAPA PARTS WOULD BE:			\$

AS THE OWNER YOU HAVE THE CHOICE \*\*\*TOTAL DIFFERENCE SUBJECT TO PART AVAILABILITY AND PRICE FLUCTUATION. USE OF CAPA CERTIFIED SUBSTITUTE SHEET METAL DOES NOT AFFECT YOUR WARRANTY.

I HEREBY GIVE THE SHOP PERMISSION TO USE THE ABOVE CAPA PARTS \_\_\_\_\_

Op Codes

\* = User-Entered Value  
EC = QUALITY REPL. PART  
ET = Partial Replace Labor  
TE = Partial Replace Price  
L = Refinish  
TT = Two-Tone  
BR = Blend Refinish  
CG = Chipguard  
AA = Appearance Allowance

E = Replace OEM  
OE = OEM SURPLUS PART  
EP = QUALITY REPL. PART  
PM = Replace PXN Reman/Reblt  
PC = Replace PXN Reconditioned  
SB = Sublet Repair  
I = Repair  
RI = R & I Assembly  
RP = Related Prior Damage

NG = Replace NAGS  
UE = OEM SURPLUS PART  
EU = LIKE KIND & QUALITY  
UM = Replace Reman/Rebuilt  
UC = Replace Reconditioned  
N = Additional Labor  
IT = Partial Repair  
P = Check

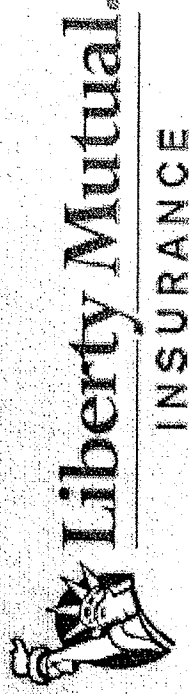


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Audatex Estimating is a trademark of Audatex North America, Inc.



Claimant: ERICH PITZ  
 Insured: ERICH PITZ  
 Claim: 029212589  
 Date of Loss: 02/21/2014



Reserve

(2) 1st Party Vehicle - ERICH PITZ - Collision - Non-Medical Loss

Payee	Check #	Issued Date	Amount Paid	Check Status
BERGSTROM VICTORY LANE IMPORTS	33910551	04/16/2014	\$299.99	Cleared
BERGSTROM	33710483	03/18/2014	\$2,908.40	Cleared
Total			\$3,208.39	

Grand Total

\$3,208.39



# RENTAL AGREEMENT FACE PAGE 1263

127079

DEALER INFORMATION			
Name <b>VICTORY LANE IMPORTS</b>			
Address <b>3023 VICTORY LANE</b>			
City <b>APPLETON</b>	State <b>WI</b>	Zip <b>54913</b>	
Phone <b>920-749-3232</b>			

RO# <b>508803</b>	H131889	RA#
CUSTOMER INFORMATION		
Customer <b>LINDA PETZ</b>		
Home Address <b>819 HAWTHORNE TER.</b>		
City <b>MAWATER</b>	State <b>WI</b>	Zip <b>54220</b>
Driver's License No. <b>P330-5375-8963 02</b>	State <b>WI</b>	Expires <b>12/2015</b>
Birth Date	Home Telephone	

CUSTOMER VEHICLE INFORMATION	
License No.	State
VIN	
Year/Make/Model/Color	

Additional Driver's Name	Birth Date
Driver's License No.	State Expires
Additional Driver's Name	Birth Date
Driver's License No.	State Expires

RENTAL VEHICLE INFORMATION			
Date and Time IN	A.M.	P.M.	
Date and Time OUT	A.M.	P.M.	
Date and Time DUE IN	A.M.	P.M.	
Vehicle VIN	<b>H131389</b>		
Vehicle Description	<b>2013 SANTA FE</b>		
Mileage IN	<b>2838</b>		
Mileage OUT	<b>2032</b>		
Miles Driven			
Miles Allowed			
Chargeable Miles			

CUSTOMER INSURANCE INFORMATION		
Insurer <b>LIBERTY Mutual</b>	Agent	
Policy No.	Expiration Date	Telephone

DAMAGE DESCRIPTION	
Initials	Condition Out:
	<b>GOOD</b>
	Condition In:
	<b>GOOD</b>

RATES DO NOT INCLUDE FUEL		RENTAL CHARGES	
HOURS: @ \$	PER HOUR		
DAYS: @ \$			
WEEKS: @ \$			
MILES: @ \$	PER MILE		
TAXABLE FUEL GAL @ \$			
TITLE & REGISTRATION FEE			
TAX @ %			
NON-TAXABLE FUEL GAL @ \$			
TITLE & REGISTRATION FEE			
NET DUE CUSTOMER DEPOSIT / REFUND / OTHER			
SUB-TOTAL			
TOTAL CHARGE			
METHOD OF PAYMENT			
EXPIRES			
CARD VERIFIED			

## Fuel Disclosure

You are required to return the Vehicle with at least the same amount of fuel as when rented. If you do not return the Vehicle with at least the same amount of fuel; you will pay us a refueling fee of \$ plus fuel @ \$ per gallon.

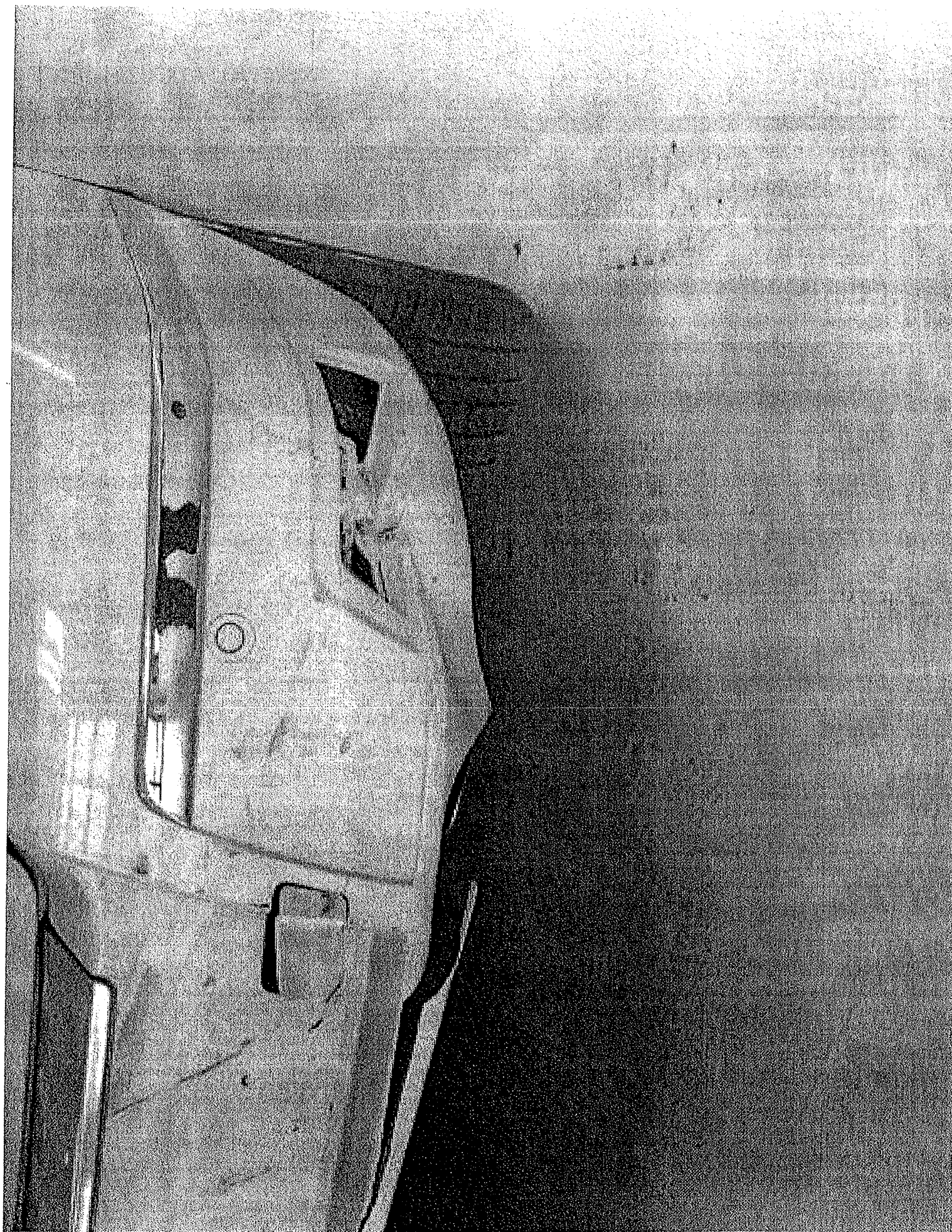
- NO PETS

- NO SMOKING

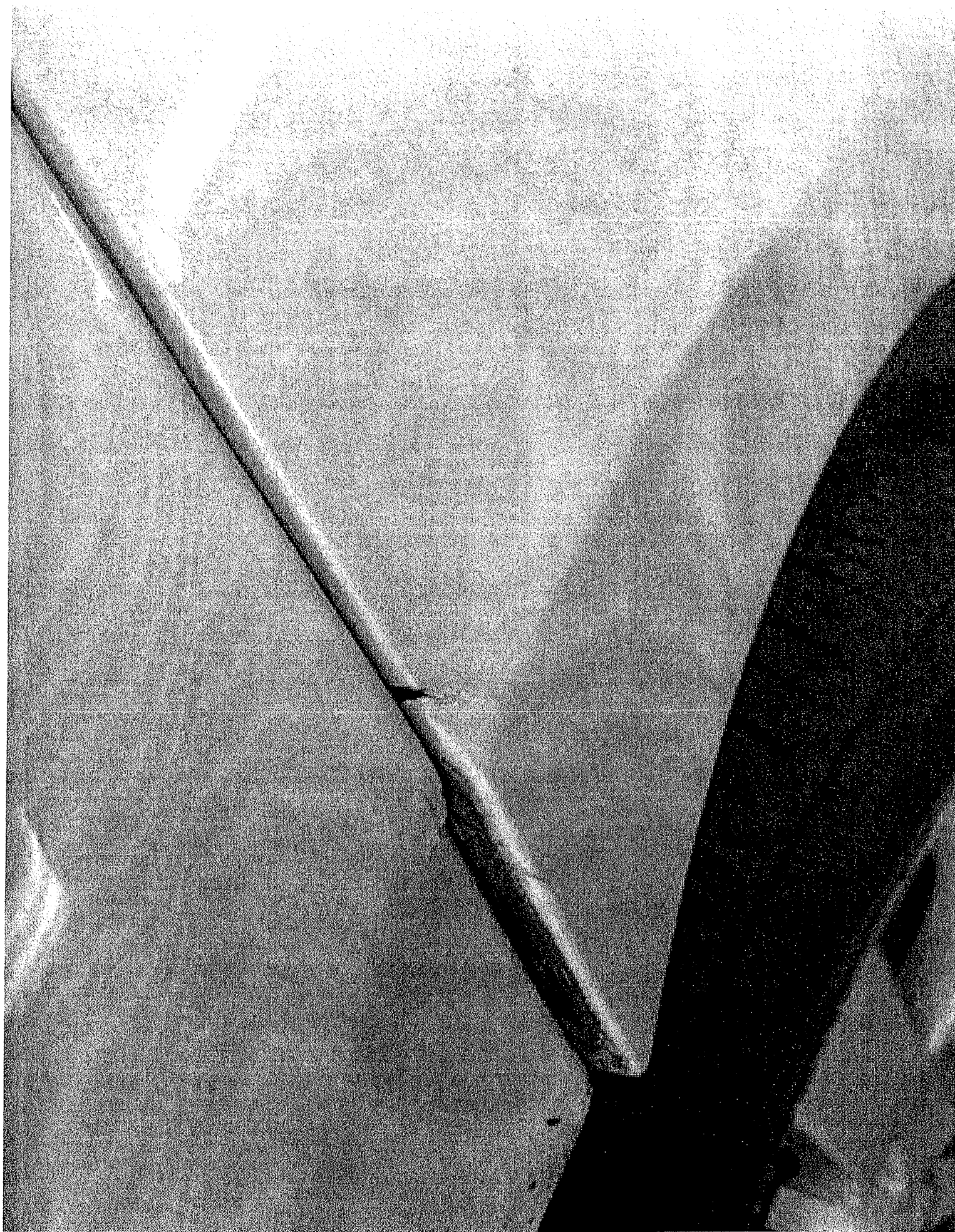
LIBERTY Mutual CLAIM #029212589-02  
029234156-01

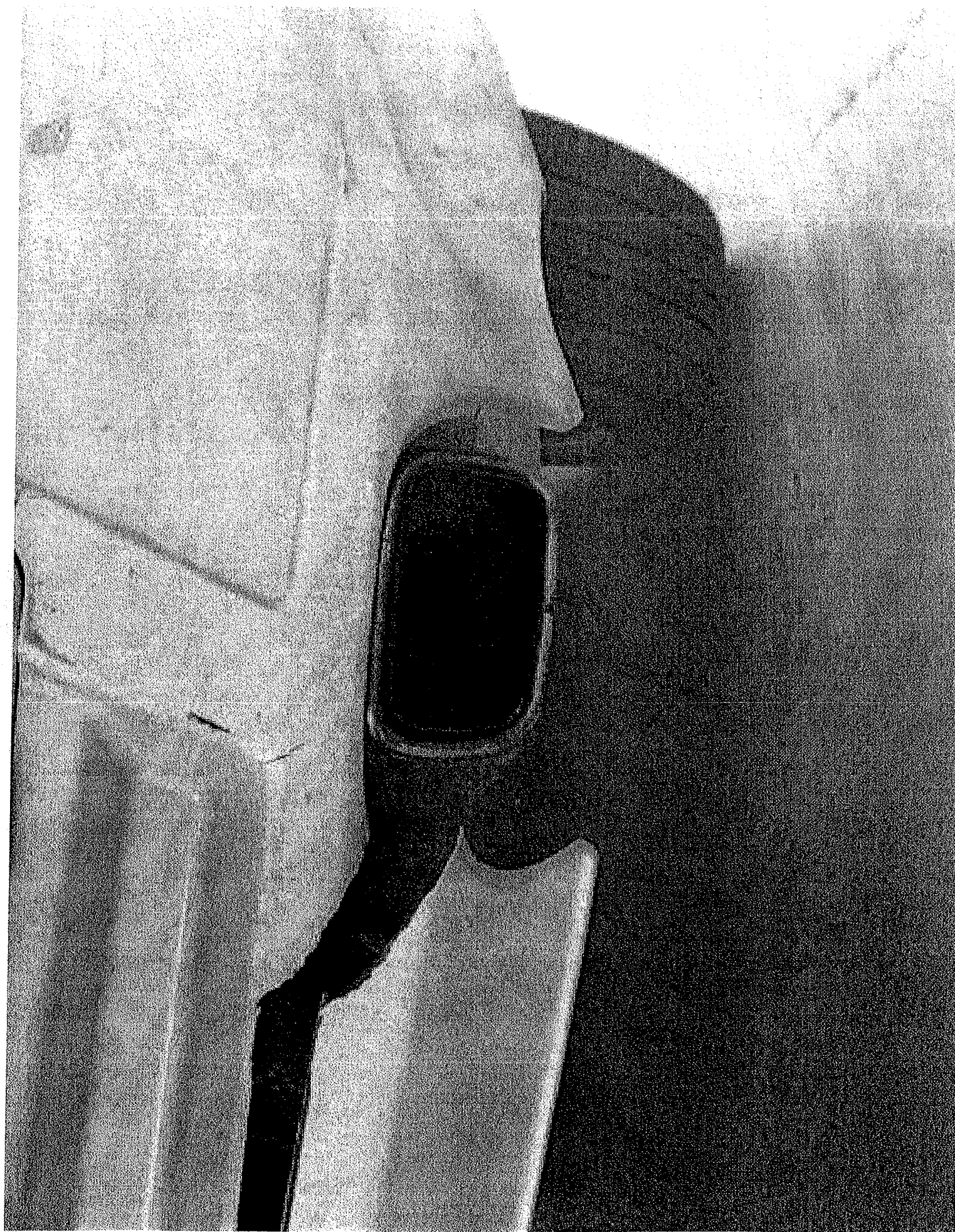
By signing below, you: agree to the terms and conditions of this Agreement set forth on the Face Page and in the Terms and Conditions; acknowledge that you had an opportunity to read the Agreement before signing; authorize us to process a separate credit/debit card voucher in your name for all Charges, including Tolls and Violations; authorize us to release your billing/rental information to third parties for billing/processing purposes; and agree that binding consideration exists, as further described in Section 2 of the Terms and Conditions of this Agreement.

Your Signature  
All Charges Subject to Final Audit









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

**WHEREAS**, your Personnel and Finance Committee has had the claim of Meridith Starling referred to it for

**WHEREAS**, your Committee has investigated the claim and recommends disallowance of same by

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim of

## PERSONNEL AND FINANCE COMMITTEE

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

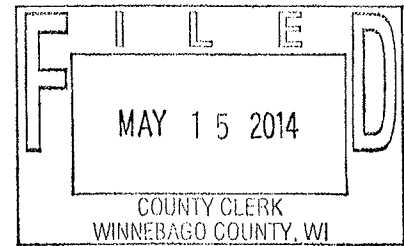
Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mark L Harris  
Winnebago County Executive



May 12, 2014

To Whom It May Concern:



Please see the attached invoice and correspondence.

Our son was injured in the parking lot at the Tri County Ice Arena in November. We have gone round and round with TCIA and their insurance company, Secura, regarding our claim for medical reimbursement. According to TCIA and Secura, the parking lot is the responsibility of Winnebago County. Below is the contact information for Secura.

*Ceora Schmitt, AIC, AIS, CIC, SCLA Sr. Casualty Claims Representative*  
*Toll Free Ph: (800) 318-2136 x 4217 Fax: (800) 318-2209*  
*ClaimAppleton@SECURA.net*

Since the November incident, not only did our son have to go on antibiotics, he missed a day of school due to "concussion watch," and he had to remain off ice until his wound healed (almost 3 weeks). Upon his return he was so frightened he was going to get hurt again that he lost interest in hockey. We lost out of over half of his season, basically flushing over \$600 in hockey fees down the drain. Mentally he is afraid of hockey and the parking lot. We fought him multiple times to get dressed for hockey and it ended in tears each time.

We are seeking reimbursement for the medical bills and pain and suffering our son has gone through due to the mismanagement of the parking lot. Rep. Harris has attended a Board meeting and was aware of these issues. I hope that at this point someone will take this seriously and improve the conditions at TCIA.

We look forward to you helping put this behind us. We've retained a lawyer if needed, but are hoping to not have to go that route.

Sincerely,

A handwritten signature in cursive script that reads "Meridith Starling".

Meridith Starling  
540 Riford Road  
Neenah WI 54956  
734-358-8225





ENCOUNTER INVOICE 1504726

ADDRESSEE:

1000  
 900  
 800  
 700  
 600  
 500  
 400  
 300  
 200  
 100  
 0

**John Starling**  
1840 stead dr  
neenah, WI 54956

IF PAYING BY CREDIT CARD, FILL OUT BELOW		
CHECK CARD USING FOR PAYMENT		
 <input type="checkbox"/> MASTERCARD		 <input type="checkbox"/> VISA
CARD NUMBER	CVV	AMOUNT
SIGNATURE		EXP. DATE
STATEMENT DATE	PAY THIS AMOUNT	ACCOUNT NUMBER
04/28/14	\$0.00	140160
TAX ID NUMBER	SHOW AMOUNT PAID HERE \$	
391351587		

REMIT TO:

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32 33 34 35 36 37 38 39 40 41 42 43 44 45 46 47 48 49 50 51 52 53 54 55 56 57 58 59 60 61 62 63 64 65 66 67 68 69 70 71 72 73 74 75 76 77 78 79 80 81 82 83 84 85 86 87 88 89 90 91 92 93 94 95 96 97 98 99 100

**Dermatology Associates Of Wisconsin**  
801 York Street  
Manitowoc, WI 54220-4630

☐ Please check box if above address is incorrect or insurance information has changed, and indicate change(s) on reverse side.

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

[illegible]

MESSAGE:

This came out of my husband's  
over head seeing he treated our son  
to avoid the ER.

PLEASE PAY THIS AMOUNT »»»»»	\$0.00
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**\*\* PAYMENT DUE UPON RECEIPT \* THANK YOU \*\***

## ENCOUNTER INVOICE

Printed by jgregoire (42) on 4/28/2014 8:12:10 AM

PAGE: 1





Gmail - Accident at Tri County Ice Arena

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## Accident at Tri County Ice Arena

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Meridith Starling <mnstarling@gmail.com>

Wed, Dec 4, 2013 at 1:29 PM

To: Craig Engel <dogbyte@new.rr.com>, Timm Kaminski <Timm.Kaminski@hoffmaster.com>, chaese@ci.neenah.wi.us, ckunz@ci.neenah.wi.us, lhillstrom@ci.neenah.wi.us

Cc: John Starling III <johnthree@gmail.com>, Betsy Ellenberger <betsyellenberger@yahoo.com>

To Whom it May Concern:

On November 21st, my son tripped in the parking lot while leaving hockey practice and injured his forehead, requiring 9 stitches and antibiotics.

What appears to be a pathway between several grouped trees, are poorly cut stumps that led to his trip and fall. The lack of lighting made it difficult for him as well as myself to see that this "cut through" would be dangerous. Due to the lack of care in this parking lot and the lack of lighting, our son has received 9 stitches, bruises, was on a 3day concussion watch, missed a day of school, underwent a very stressful evening as he was covered in blood do the size of his wound, as well as, lost out on over a week of skating. We are very lucky he was not hurt worse than this.

I was not able to locate a first aid kit at the rink, nor saw anyone who could assist. Fortunately I have worked in the medical field and his father is a physician (who had to meet us at the rink to drive us to the clinic to care for his head so that I could maintain pressure). We sat at the rink for over 30 minutes to clot the blood with the napkins I grabbed at the concession stand, that luckily was open this night (as it is not consistently open).

Attached is copies of my letters that have been sent to the board and county back in the Spring stating that lack of maintained spaces and lack of care would lead to an injury. Unfortunately my prediction came true.

The continued lack of county support and lack of management has caused this issue.

We are lucky that our son is seemingly doing well, however, this should have never happened if the lights were on in the parking lot and the property was better maintained.

If an event happened like this at my office, we'd have a law suit on our hands as well as would be responsible for the medical bills.

I recommend the county and the board not let another year go by with out taking steps to better care for the lot and the rink to prevent further injuries.

**Please feel free to forward this to those in need of reviewing.**

Meridith N. Starling, CISW, MSSW  
Owner of Valley Wellness and Referral, LLC  
mnstarling@gmail.com  
734-358-8225



Hockey Letter to Tri County.pdf

329K

**Timm Kaminski** <Timm.Kaminski@hoffmaster.com>  
To: Meridith Starling <mnstarling@gmail.com>  
Cc: Craig Engel <dogbyte@new.rr.com>

Wed, Dec 4, 2013 at 1:45 PM

Meridith,

I am happy to hear your son is doing better.

Have you followed up with TCIA on this? If it's alright with you, I will forward a copy of your email to Nancy and her team.

Please let me know.

Thank you,

Timm

Sent from my iPhone

[Quoted text hidden]

> mnstarling@gmail.com<mailto:mnstarling@gmail.com>

> 734-358-8225

>

>

> <Hockey Letter to Tri County.pdf>

---

**Meridith Starling** <mnstarling@gmail.com>  
To: Timm Kaminski <Timm.Kaminski@hoffmaster.com>

Wed, Dec 4, 2013 at 2:49 PM

Timm that would be great! Thank u!

[Quoted text hidden]

--

Meridith N. Starling, CISW, MSSW

mnstarling@gmail.com

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**Meridith Starling** <mnstarling@gmail.com>  
To: Ceora Schmitt <CSchmitt@secura.net>

Wed, Dec 18, 2013 at 11:47 AM

Hi Ceora- here is what was sent back in the summer and spring to TCIA, the BOD of Hockey, and to the Post Cressent.

I got your message- have been volunteering all day at school. I do not have photos- have not been back to the rink- however, noticed more lights on Monday night when I drove past.

We have eye witnesses, Mike and Amy Herres and their kids if needed. Derm Associates is working on a bill for us. Thank you

merry Christmas!


Meridith N. Starling, CISW, MSSW

mnstarling@gmail.com

[Quoted text hidden]

Hi there- here is the letters I sent back in the spring and summer to TCIA and the paper.

Attachment: Hockey Letter to Tri County.pdf

 **Hockey Letter to Tri County.pdf**  
329K

Press Release: Spring 2013

### Youth Hockey at Risk in the Fox Valley

The Fox Valley Youth Hockey Association (FVYHA) has been in negotiations with Winnebago County Officials over the past few years regarding the divestment (purchase) of the Tri-County Ice Arena, just recently on April 16, 2013. One of the FVYHA's mission is to secure sustainability of youth hockey in our area, as well as encourage and support children who are interested in this sport.

Tri-County Ice Arena was built in 1975 and has had very little renovations over the past 38 years despite budget hikes and increases in "ice time." The FVYHA, who provides over 43% of revenue as it is, has a comprehensive plan on how to rehabilitate this arena, balance the budget, and make cosmetic and safety improvements to move our players and visitors into the 21st century.

<http://foxvalley.pucksystems.com>

From 1981-1991 the Tri-Counties (Winnebago/Calumet/Outagamie) supported an annual budget of over \$1million dollars, but not much improved. The FVYHA has offered to purchase this arena several times over the years and take the arena off of the county's/taxpayers hands. By supporting almost 50% of the TCIA, our hockey association continues to pay higher rates as the county turns a blind eye to the issues facing this facility. **FACT:** Comparing 2002 vs. 2011, there has been a 10% decrease in revenue, 30% increase in ice rates and 27% decrease in usage. It does not take an accountant to see that this is not an efficient way to spend our money.

As a parent of a young player and a mental health professional in the area, I know that participation in extracurricular opportunities is huge for our children. Providing a safe, clean, and easily accessible facility for our area youth to participate in hockey allows our community to benefit as well. Studies show that youth who are involved in extracurricular activities are less likely to engage in risky/delinquent behaviors, have higher levels of self-esteem, are less likely to become involved in drugs/alcohol/truancy, and are more likely to graduate from high school.

By allowing the FVYHA the ability to purchase the Tri-County Ice Arena, we will be able to increase participation at more reasonable rate so that children (no matter their socioeconomic level) have the opportunity to skate.

Letter Sent to County Board and Dean Kauffert April 24, 2013

Dear Sirs,

My name is Meridith Starling and my son has been playing Hockey for the past 3 years, starting at age 4. The FVYHA has been an amazing part of boosting Mason's self-esteem, skills, and is an excellent outlet for his athletic ability and use of his high energy. Our son has ADHD and an Auditory Processing Disorder. In school he struggles to keep up with his peers academically, **but on the ice he is a leader.** Because of Hockey, he has a great outlet for his energy, has wonderful male role models/coaches, and he has gained so much self-esteem that he carries back into the class room.

Studies show, that youth who excel in sports (and have a safe, welcoming place to practice) have higher test scores, are less likely to run with the "wrong crowd," less likely to participate in risky behaviors (alcohol, drugs, etc), as well as graduate from high school and 4 year degree programs. Our plea to not VETO our purchase ability of TCIA is not just due to sports, but the long term effect it will have on our community.

**FACT:** Comparing 2002 vs. 2011, there has been a 10% decrease in revenue, 30% increase in ice rates and 27% decrease in usage. This is just not the way to continue. If we do not do something to "save" Tri-County I am afraid that many children will not be able to participate if the fees continue to rise and the facility continues to become more and more dilapidated.

Please see my attached letter for more information on what we have planned. We urge you to not veto

April, 24, 2013

RE: Tri-County Ice Arena (TCIA)

Dear Sirs:

I moved to Neenah in July of 2010 with my husband, John and son Mason after relocating from Tennessee, Michigan, and Ohio. We have fallen in love with Neenah and our wonderful area. The best thing that "happened" to us was our discovery of Hockey through the FVYHA. Being from warmer states we had never even considered hockey for Mason.

Mason LOVES hockey and has been playing in the Fox Valley Youth Hockey Association (FVYHA) program, housed at Tri-County Ice Arena (TCIA) in Neenah since he was 4.

We, as FVYHA, have proposed to purchase and manage TCIA, and these matters were on the agenda during the County Board meeting April 16th. FVYHA is a community organization, and committed to preserving and growing hockey and skating programs in this area. I am asking for your consideration and support for FVYHA regarding the divestiture and management of the Arena.

Over the past several years, declining customer service by current rink management under the Tri-County Recreation Board (TCRB) and lack of consistent maintenance have impacted our community-based hockey program. It has become an embarrassment when we host tournaments, is cold/dimly lit, and quite frankly not very encouraging to those who are new to not just Hockey, but skating.

- o The Parking lot is a mess with pot holes that have yet to be repaired in our last 3 years of skating and has limited lighting which are both safety issues.
- o The Locker Room conditions lack hygiene and the restrooms lack hot water
- o There is little to no heat in the woman's or men's' bathrooms
- o The glass is not clean and makes it hard to watch the games in the main rink; The glass in small rink has tape holding pieces together which is a safety hazard.

- The Carpet is outdated, worn, and most likely has never been properly cleaned.
- We have very few heaters to make it comfortable for spectators or the players.
- The employees most likely are paid very little and are gruff. The nicest one is at the Concession Stand which brings on another subject; lack of nutritious food options.
- The fireplace may as well be for decoration, as it lacks heat and is inefficient.

Multiple efforts have been taken with current rink management in an attempt to address these issues, and few meaningful changes have resulted. For the past 3 years in our experience we sit on the fence each summer not knowing where our children will be skating due to rumors that it may close. **FVYHA feels that arena ownership and management by a community association is the best way to ensure that the facility meets the needs of community user groups.**

FVYHA is a **community association**, with players from across Winnebago County. TCIA is a **community facility**. We need a management group that is **community-focused**, with the passion and stewardship to maintain and preserve this community facility for our children and neighbors.

I believe FVYHA would do a better job at managing the rink because:

- Our organization operates with a strong sense of community pride and ownership – we will bring this sense of stewardship to managing the facility.
- We would use a more practical management approach that using both employees and volunteer efforts of 100+ committed families to properly run and manage TCIA.
- We are currently meeting the different hockey needs of players aged 4-14, across 5 levels with multiple teams in each with volunteers and strong family supports.
- With over 100+ families involved just in FVYHA we have a much stronger ability to use fundraising efforts to support arena operations and skating programming costs. Many own their own companies as well are able to write grants.
- By having control over TCIA we can better secure sponsors that would be able to endorse our program through these types of marketing:
  - Arena naming rights, locker room sponsorships, rink boards, lobby renovation sponsorship, company names on jerseys, etc.

I urge you all to consider these thoughts when you are asked to vote on new ownership/management of the TCIA.

Sincerely,

*Meridith Nealy Starling, MSSW*

Proud Hockey Mom and Community Advocate and Fundraiser

1     **41-62014**

2     **RESOLUTION:     Authorize Execution of Tri-County Ice Arena Lease Agreement Between**  
3                             **Winnebago County and Appleton Ice Inc**  
4

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

6             **WHEREAS**, Appleton Ice Inc desires to lease the Tri-County Ice Arena to be used as an ice arena and  
7     exhibition/convention facility for the benefit of the general public in the Fox Valley; and

8             **WHEREAS**, said lease would be in effect for a 15-year period, commencing on July 1, 2014, and terminating  
9     on June 30, 2029; and

10            **WHEREAS**, Appleton Ice Inc agrees to pay Winnebago County One Dollar (\$1.00) for rent on July 1 of each  
11   year during the term of the lease; and

12            **WHEREAS**, at the end of the lease term, ownership of all county-owned real and personal property listed in  
13   Exhibits 1 and 2 of the Lease Agreement, attached hereto and made a part of this Resolution, shall transfer to  
14   Appleton Ice Inc; and

15            **WHEREAS**, on June 5, 2014, the Facilities and Property Management Committee, Parks and Recreation  
16   Committee, and Personnel and Finance Committee met in a joint session and approved said lease, and believes that  
17   said lease in the best interests of Winnebago County.

18  
19            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20   approves a fifteen (15) year lease between Winnebago County and Appleton Ice Inc for the Tri-County Ice Arena to  
21   be used as an ice arena and exhibition/convention facility pursuant to those terms as outlined in the attached  
22   Tri-County Ice Arena Lease Agreement, attached hereto and made a part of this Resolution.

23

24   Respectfully submitted by:

25   **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**  
26   **PARKS AND RECREATION COMMITTEE**  
27   **PERSONNEL AND FINANCE COMMITTEE**

28   Committee Vote: **12-1**

29   Vote Required for Passage: **Majority of Those Present**

30

31            Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

32

33

34

35

\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive

## **Tri County Ice Arena**

### **LEASE AGREEMENT**

**WHEREAS**, Winnebago County (hereinafter referred to as "County") is a municipal corporation, organized and existing under the laws of the State of Wisconsin, which owns the two parcels of real estate described below in Exhibit 1, including the building and certain items of personalty existing thereon, and which is desirous of leasing said real estate, building and personalty as an ice arena and exhibition/convention facility for the benefit of the general public;

**WHEREAS, Appleton Ice, Inc.** (hereinafter referred to as "Lessee"), is desirous of leasing a facility and real estate for the purpose of operating an ice arena and exhibition/convention center in the Fox Valley:

**NOW, THEREFORE, THIS AGREEMENT** is made, executed and delivered, in multiple original copies, between Winnebago County, as Lessor, and, Appleton Ice, Inc. as Lessee, on this 1st day of July, 2014, for good and valuable consideration, the receipt of which is hereby mutually acknowledged, according to the following terms and conditions:

**1. Leased Premises.** The County does hereby demise, let and lease unto Lessee the two parcels of real estate which are described more particularly in "Exhibit 1," attached hereto; as well as all buildings and structures existing thereon (referred to hereinafter collectively as "Leased Premises"), and those certain items of personal property listed in "Exhibit 2," which is attached hereto (referred to hereinafter as "County Personal Property").

**2. Title to Property.** The parties acknowledge and agree the items of personal property listed in "Exhibit 3" are not owned by County but by Tri County Recreation Association, despite the fact that said items presently are within the Leased Premises.

In the event either party desires to sell or give away an item of County Personal Property listed in Exhibit 2 of this Agreement (presently or as subsequently updated ) which exceeds \$500 in value, such sale or gift shall be accomplished only by the mutual agreement of the parties. The party to take title to the item of property, if any, which replaces the sold or gifted item shall be as described in the succeeding paragraph.

In the event an item of County Personal Property becomes broken, dilapidated, or obsolete during the term of this lease, and such item of property is therefore replaced, title to the item of replacement property shall be determined by the following rules in the following sequence of priority:

a. If the replacement item is part of the refrigeration system for either the large or small ice rink, title shall be held by County.

b. If the replacement item is part of the rink boards or-plexi glass system for the large or small ice rink, title shall be held by County.

c. If the replacement item is an appliance, fixture, machine, furnishing, or other item of personal property that is portable or can be removed without significant physical damage to



the Leased Premises, then title shall be held by Lessee if paid for by Lessee; otherwise title shall be held by County.

d. If none of the preceding paragraphs apply and if the cost of the replacement item is less than \$500, then title shall be held by the party who pays for the replacement item.

In the event any items are lost or destroyed by theft, fire, flood, water damage or similar natural or accidental hazard, then the parties shall endeavor to reach an agreement as to who shall hold title to the property, keeping in mind the provisions of the preceding paragraphs in this section.

**3. Purpose.** The Leased Premises and Personal Property described in Exhibits 2 shall be predominantly used by Lessee as an ice arena and exhibition/convention center, and, shall be open for use by the public as such.

**4. Term and Rental.** This lease shall extend for a term of fifteen (15) years, commencing on July 1, 2014, and terminating on June 30, 2029. On July 1, 2014, and each July 1 thereafter during the term of this lease, Lessee shall pay to County the sum of One Dollar (\$1) as and for rent. At the end of the lease term, ownership of all county owned real and personal property listed in Exhibits 1 & 2 shall transfer to the lessee. In order for this to occur:

A. The facility shall be successfully and continuously operated as an Ice skating facility during the term of the lease.

B. The facility shall be properly maintained by Lessee during the term of this lease, including any capital improvements necessary to maintain the integrity of the building(s) and grounds (land, parking lots, etc.).

C. The facility shall be maintained by Lessee so as to meet all state, local and federal building safety and other codes required for a public building used for a skating or convention facility.

D. All other terms and conditions of the lease shall be met to the satisfaction of Winnebago County.

E. Failure to meet these terms and cure any violations thereof shall constitute grounds for termination of this Agreement.

**5. Operation of Ice Arena and Exhibition/Convention Center Business.** It shall be the duty of Lessee to operate, maintain, and manage an ice arena and exhibition/convention center business upon the Leased Premises. Lessee's responsibilities in operating, maintaining, and managing such business shall include, but are not limited to, the following: Contracting for services in the name of Lessee; employment of personnel by Lessee; purchase of materials, supplies and equipment by Lessee to insure the efficient and interrupted operation and management of the Leased Premises. All employees, agents and volunteers operating and maintaining such business shall be under the supervision and control of the Lessee.

**6. Operation, Maintenance, Repair and capital Improvements of Leased Premises.** A fundamental responsibility of Lessee in running an Ice Arena and Exhibition/Convention

Center business shall be regular maintenance and repair of capital improvements of the Leased Premises.

All maintenance, repairs and capital improvements to the Leased Premises shall be the responsibility of the Lessee, performed in accordance with any and all applicable Federal and State Statutes and/or Town and County ordinances pertaining to work on a public building. The County Board and County Executive may approve performance of capital improvements to the premises provided that the required majority of the Board approves appropriation of funds for such improvements.

Lessee shall be specifically responsible for prompt, diligent maintenance, repair or replacement of the following structures or systems: (1) the exterior of the building on the Leased Premises, including the roof, (2) the refrigeration system for the large and small ice rinks, (3) the utility systems servicing the building on the Leased Premises, (4) the skating boards and Plexiglas and the skating surface and (5) the parking lot on the Leased Premises.

Lessee does promise and agree to exercise due diligence to keep the Leased Premises clean and in good condition, as well as to pay the cost of routine and ordinary cleaning and maintenance.

County agrees that it will be responsible for winter plowing of the parking lot of leased premises during the period of the lease term. Lessee agrees that County shall not be held responsible for any damage to the lot while snow plowing. Lessee is responsible for any repairs. Should the ownership of the facility be transferred to lessee it will become the responsibility of lessee to plow any lots.

The board of directors of Lessee shall review the total capital improvement program of Lessee and make a report to the County Board at its July regular business meeting annually outlining all proposed capital improvements with regard to multi-use or year round recreational use.

**7. Acceptance of Leased Premises.** Lessee accepts the Leased Premises and Personal Property in the condition as it exists at the time of execution of this agreement.

County agrees that any ice rental fees that have been prepaid or already collected for the 2014-2015 season to commence in September, 2014 are due and owing to Lessee and will assist Lessee in collecting those amounts.

**8. Improvements: Fixtures.** Lessee may install removable partitions, counters and the like incidental to the use of the Leased premises. Lessee shall not make any substantial structural changes, additions or improvements without express written consent of the County board.

Lessee may remove its own fixtures, equipment, removable partitions and counters from the Leased Premises at the expiration of this agreement and, in the event of damage by reason of such removal, Lessee shall reimburse County for any such damage.

**9. Insurance.** Lessee agrees that, in order to protect itself, County and its officers, boards, employees and representatives under the indemnity provisions of paragraph 10

below, it will at all times during the term of this agreement keep in force, at a minimum, the insurance coverage's outlined in Exhibit 4 which is attached hereto

Auto liability coverage is not necessary unless Lessee owns a vehicle, It is necessary; however that Lessee obtains non-owned and hired auto liability coverage.

County will obtain, at its expense, policies for the building and county owned contents, as well as boiler and machinery coverages.

Policies shall be issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin insurance Department. Coverage afforded shall apply as primary, with the County, their boards, officers, employees and representatives as additional named insured's. County shall be given thirty (30) days advance notice of cancellation or nonrenewal during the term of this agreement. Upon execution of this agreement, Lessee shall furnish County with a certificate of insurance, and upon request, certified copies of the required insurance policies. In the event any action, suit, or other proceeding is brought against County upon any matter herein indemnified against, County shall, within five (5) working days, give notice thereof to Lessee and shall cooperate with their attorneys in the defense of the action, suit or other proceeding.

**10. Indemnification.** Lessee agrees at all times during the term of this agreement to indemnify, save harmless and defend County, their board, officers, employees and representatives against any and all liability, loses, damages, costs or expenses which County, their board, officers, employees and representatives may sustain, incur or be required to pay by reason of Lessee occupying, furnishing services or goods required to be provided under this agreement, provided, however, that Lessee shall not indemnify County for liabilities, losses, charges, costs, expenses or fees caused solely by or resulting from the acts or omissions of County, their agencies, board, officers, employees or representatives.

Lessee and County agree that they shall not be liable to each other for any loss or damage to property or injury to or death to persons occurring as a result of Lessee occupying or furnishing services or goods required to be provided under this agreement. This release shall apply to the extent such loss or damage to property or injury to or death of persons is covered by insurance, regardless of whether such insurance is payable to or protects Lessee or County, or both of them. Nothing in this paragraph shall be construed to impose any other liability upon Lessee or County than would have existed in the absence of this paragraph

**11. Taxes and Special Assessments.** Should the Lessee lose its tax exempt status and become a taxable entity anytime in the future, then lessee shall be responsible for payment of any real estate taxes. Lessee shall bear, pay and discharge, when due, all special assessments, sewer charges, water charges, utility meter charges and all other charges levied, assessed or imposed during the term of this agreement by any governmental or quasi-governmental body or authority. The parties acknowledge that street special assessments against the property (roughly \$35,000) for road improvements shall be assessed presently or in the near future. Lessee understands and agrees that it will be responsible for payment of these special assessments

**12. Budgets, Financial Arrangements an Accounting Practices.** Financial statements and bookkeeping documents will be provided or made available to the county executive of Winnebago County by Lessee upon reasonable request.

**13. Assignment and Subleasing.** Lessee shall not assign this agreement. Lessee shall not sublease the Leased Premises or Personal Property or any part thereof for purposes other than those outlines in Paragraph 3 of this agreement without the express permission of County. County agrees that permission for such sublease shall not be unreasonably withheld.

**14. Name of Facility:** Lessee is hereby given the authority to sell the name or change the name of the facility without the approval of County.

**15. Default.** It is mutually agreed that in the event Lessee shall default in any of the terms or conditions of this agreement, County may forward written notice of such default by certified mail addressed to Lessee and Lessee agrees that if it has defaulted as set forth in said notice, it will correct such default within twenty (20) days after the date of mailing of said notice, or in the event such default is of a character to require more than twenty (20) days to correct, then, Lessee will use diligence to correct such default. In the event Lessee shall fail to cure such default as herein set forth, County may terminate this agreement.

**16. Termination of Agreement.** Except as hereinafter provided, this agreement may be terminated by only the mutual written agreement of County and Lessee.

**17. Adding Arena User Groups.** It is anticipated by Lessee that it will be discussing expanded use of the Leased Premises with local sport and recreation clubs. If such discussion requires the input of County, County does hereby agree to participate in such negotiations.

**18. Applicable Law and Severability.** This agreement and any interpretation thereof shall be governed by the laws of the State of Wisconsin. The parties agree that venue for any action commenced in state court shall be the Circuit Court of Winnebago County. If it should be determined by a court of competent jurisdiction that any of the terms hereof are in conflict with any rule of law or statutory provision of the State of Wisconsin, then the terms of the contract which so conflict with the law of Wisconsin shall be deemed inoperative, null and void, and shall be deemed modified to conform to such rule of law, all without invalidating any of the remaining provisions of this contract or the enforceability thereof.

**19. Parties Bound.** It is mutually agreed that all of the covenants, terms and conditions of this lease shall extend, apply to and firmly bind the successors and assigns of the respective parties hereto as fully as the respective parties themselves are bound".

**20. Notifications to Parties.** All official notices related to this agreement directed to the County shall be mailed to the county at the following address: Winnebago County Finance Director, PO Box 2808, Oshkosh, WI 54903-2808

All official notices related to this agreement directed to the lessee shall be mailed to the following address: Appleton Ice, Inc. Attn: Troy Schwehr, 1717 E. Witzke Blvd, Appleton, WI 54911.

**IN WITNESS WHEREOF**, County and Lessee have duly executed this agreement the day and year first above written.

Lessee: Appleton Ice, Inc,

By: \_\_\_\_\_

Date: \_\_\_\_\_

Lessor: Winnebago County Wisconsin

By: \_\_\_\_\_

County Executive

Date: \_\_\_\_\_

By: \_\_\_\_\_

County Clerk

Date: \_\_\_\_\_

## EXHIBIT 1

The East 204.25 feet of that parcel of real estate described as that part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows, viz: Commencing at the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence north  $89^{\circ} 16' 12''$  East, along the South line of said Section, 616.53 feet; thence North  $0^{\circ} 22'$  West, 58.69 feet, to the Center line of County Trunk Highway "U", the place of beginning; thence continuing North  $0^{\circ} 22'$  West, 592.94 feet; thence North  $89^{\circ} 38'$  East, 599.36 feet, to the West line of the East 88.6/7 rods of said Southeast  $\frac{1}{4}$ ; thence South  $0^{\circ} 22'$  East, along the West line of the East 86.6/7 rods of said Southeast  $\frac{1}{4}$ , 578.78 feet to the Centerline of said Highway; thence South  $89^{\circ} 35'$  West, along the Centerline of said Highway, 204.25 feet to a point of curvature; thence along the arc of a curve to the left 395.44 feet which has a radius of 5,729.65 feet and a long chord of 395.36 feet which bears South  $87^{\circ} 36' 22''$  West, to the place of beginning, excepting therefrom that portion thereof heretofore conveyed to Winnebago County for Highway purposes by Instrument recorded in Winnebago County, Wisconsin Registry in Volume 778 on Page 454, subject to rights granted by Instruments recorded in said Registry in Volume 378 on page 155, in Volume 434 on Page 86 and in Volume 537 on Page 336.

That part of the West  $\frac{1}{2}$  of the Southeast  $\frac{1}{4}$  of Section 4, Township 20 North, Range 17 East, in the Town of Menasha, Winnebago County, Wisconsin, described as follows, viz: Commencing at the Southwest corner of said Southeast  $\frac{1}{4}$ ; thence North  $89^{\circ} 16' 12''$  East, along the South line of said Section, 616.53 feet; thence North  $0^{\circ} 22'$  West, 58.69 feet, to the Center line of County Trunk Highway "U", the place of beginning; thence continuing North  $0^{\circ} 22'$  West, 592.94 feet; thence North  $89^{\circ} 38'$  East, 599.36 feet, to the West line of the East 86.6/7 rods of said Southeast  $\frac{1}{4}$ ; thence South  $0^{\circ} 22'$  East, along the West line of the East 86.6/7 rods of said Southeast  $\frac{1}{4}$ , 578.78 feet to the Centerline of said Highway; thence South  $89^{\circ} 35'$  West, along the Centerline of said Highway, 204.25 feet to a point of curvature; thence along the arc of a curve to the left 395.44 feet which has a radius of 5,729.65 feet and a long chord of 395.36 feet which bears South  $87^{\circ} 36' 22''$  West, to the place of beginning, excepting therefrom that portion thereof heretofore conveyed to Winnebago County for Highway purposes by Instrument recorded in Winnebago County, Wisconsin Registry in Volume 778 on Page 454, subject to rights granted by Instruments recorded in said Registry in Volume 378 on Page 155, in Volume 434 on Page 86 and in Volume 537 on Page 336, and Less and Excepting therefrom the East 204.25 feet thereof.

**EXHIBIT 2**  
**County Personal Property**

Ice Rink Systems

- 1 Tippmann Refrigeration Ice Rink Chiller Package, including 2 compressors, 2 condensers, 1 two circuit brine chiller, brine and tower, pumps, controls, power panel, gauge panels, wiring, piping insulation, and refrigerant.
- 2 Sets of Uniflo Distribution Headers
- 2 Sets hockey boards
- 2 Sets Plexiglass
- Cooling Tower, with motor
- Bleachers

Kitchen and Concession Area

- 1 Refrigerator, Hobart
- 1 Freezer, Hobart
- 1 Under Counter Refrigerator, Hobart
- Combination Shelving and Work Unit, consisting of 5 levels of 24" x 60" shelves
- 1 Shelf unit 24" x 48" x 78" high
- 1 Utensil Washing Sink - 4 compartment. Basins 12" deep with drain boards and back splash, mounted on stainless steel frame. Each compartment fitted with 2" lever handle drain, less tail piece, 3 faucets, 6" spout over pre-wash sink, 10" spouts over sanitizing, rinse and wash tanks.
- Kitchen and concession area cabinets, counter tops, and shelving/display racks
- 1 Serving Counter in concession area.

Lobby

- 8 30" round tables, teak formica tops

### Maintenance/Operation Office

- First Aid cabinet
- 1 Desk 30" x 60" teak formica top
- 1 Desk chair
- 2 Arm chairs
- 1 Desk, formica top
- 1 Desk chair

### Main Office

- 1 Neiling money chest - Model F4-L size 20 x 20 x 16-7/8
- 2 Desks 45" x 30" teak formica tops
- 2 Side arm chairs
- 4 2-drawer files cabinets
- 2 Swivel arm chairs
- 2 3-drawer file cabinets
- Public address system
- All built-in cabinets and counter tops

### Other Rooms

- 1 Lamp - Niessen NF 907
- 1 Desk #2002 teak top
- 1 Desk #2001-125 teak top
- 1 2-dr. file cabinet
- All draperies and carpeting
- 4 30" x 60" folding tables, formica tops



EXHIBIT 3		
CURRENT LESSEE'S PERSONAL PROPERTY LIST		
Quantity	Description	
	All Rental Skates approximately 240 pair (many of them are only a couple of years old, some are older, we have sizes toddler 8 through size 13	
3	Hand Carts	
	All Cleaning supplies; mops, buckets brooms, dust pans, paper products, garbage cans, janitorial cart,	
	garbage can liners, and cleaning chemicals, toilet paper, hand towel, hand soap, vacuum cleaners	
1	Snow Rake	
	All Squeegees, shovels, and ice breaker bars in the building	
1	Blade Master Custom Skate Sharpener	
1	Skate Sharpening Table	
1	Leaf Blower	
1	Network Server	
2	Sets Hockey Nets	
1	Puck Shooter	
1	MEC Hydraulic Man Lift	
6	Bleacher Heaters	
1	Munters Dehumidification System	
1	Zamboni Ice Resurfacer, all parts and supplies	
1	Olympia Ice Resurfacer, all parts and supplies	
1	Scoreboard w/player control and 1 dual wall junction box with sockets, all spare parts for scoreboard	
6	Spare fire extinguishers used for trade shows	
5	rolls of rec fab.	
	Extra electrical primary feed cable	
2	propane/LP portable heaters	
3	large hand carts under bleachers	
1	Rink Rascal dasher board transport cart	
3	carts and all electrical drops and runners for trade shows	
1	Roll 1 inch ploy refrigeration tubing	
	All padlocks in the building	
1	Grinder	
1	Steel Weed Eater	
2	Spare Wheels & Rims for Zamboni Ice resurfacer	
2	Spare Wheels & Rims for the Olympia ice resurfacer	
1	Pallet Jack	
1	Plexiglas polisher	
1	submersible sump pump	
2 1/2	Boxes of poly pads for the air handlers	
	All spare light bulbs, ceiling tiles, hand towel and toilet tissue dispensers	
1	fan	
1	3 -Ton Hydraulic car jack - portable	
2	Safety Car Jack Stands	
1	Torch Set	

Quantity	Description	
1	Welder	
1	Table Saw	
1	Paint Shaker	
	All tools consisting of hand tools, power tools, workstation tools, accessories, cases, etc.	
1	Motor Hoist	
	All Lawn and yard maint.. Tools and supplies	
1	32' fiberglass extension ladder	
1	each 6',8',10',12' fiberglass stepladders	
1	6' Wood step ladder	
2	6' aluminum step ladders	
1	28" snow blower	
1	John Deere riding lawn mower	
1	20" and 1- 22" push lawn mowers	
1	Delton 12" Drill Press	
1	Roll of Visquine	
2	Automatic Skate Sharpening machines	
1	Spare VW motor for Zamboni Ice Resurfacer	
	all 3 inch black metal piping under bleachers	
1	roll metal wire 2X4 inch squares	
3	Wireless routers	
1	Toshiba Telephone System	
1	Fax Machine	
	All lockers in refs and first aid room, 2 lockers in the hallway	
	All electrical drops in the chemical room for the portable welder	
1/4	55 gallon drums of EG 40% Glycol	
	All the old light fixtures in compressor room	
1	CS-51 condensing cooling tower water treatment system	
2	spare cooling tower stainless steel water strainers	
1	Washer	
1	Dryer	
3	regular and 1 back pack weed sprayers	
2	Ice Edgers	
	All nuts and bolts in the boiler room	
9	2X8 pieces of wood, 10 ft. lengths	
10	Wooden 4X4 Fence Posts, & 10 concrete blocks	
4 1/2	Gallons of hand soap	
	All carpet runners and rubber matting	
1	Roll of Pig Blue absorbent matting	
1	Roll of rope	
2	spare Olympia blades	
4	spare Zamboni blades	
3	Portable Saw Horses	
3	spare 55 gallon buckets	
	All gas cans	
1	portable Floor Scrubber	
1	portable carpet cleaner	

Quantity	Description	
	All Paint	
2	CO2 detectors	
1	NO2 detectors & kit	
	Green Show draping in the small rink & Skate Room	
	All Spare Rink Glass	
1	spare 150 hp compressor motor	
1	spare York compressor	
1	spare 100 hp compressor motor	
	All cooling tower chemicals	
2	LED clocks	
1	Water cooler	
1	Fluke IR Thermometer	
	All electrical extension cords	
	All power strips	
	All ice creepers	
	All flooding hoses	
	All Flooding Hose Nozzles	
	All portable display racks and shelving from the Pro Shop	
	All old computers and POS system from the pro shop	
2	Wooden Stools	
3	Computers consisting of CPU, Keyboard, monitors, etc.	
1	metal desk in maint. Office	
3	Wooden Desks main office	
1	Laser Printer	
1	Color Printer	
2	side tables	
1	8 ft. office table	
1	3 drawer file cabinet	
1	2 drawer file cabinet	
6	portable space heaters	
	all Office supplies consisting of Pens, paper, notebooks, binders, staplers, etc.	
1	Casio -CE 4630 cash register	
1	Blade Master Custom Boot riveter	
1	MasterCard electronic credit card machine -pro shop	
1	Office Desks	
	All Fixtures, glass cabinets, shelves, storage racks, and counters - Pro Shop	
	All service tools and equipment - pro shop	
1	Snack vending machine	
1	Popcorn machine	
1	Cash register Sharp ER3100	
1	cash register Sharp XEA 110	
1	Esquire sandwich warmer wall unit	
1	Manitowoc ice cube machine	
2	Greenworld Microwave ovens	
2	Cappuccino/hot chocolate machines	

Quantity	Description	
1	Nacho Cheese Gehl's Machine - a one time lease payment was made Gehl's has to give permission to transfer ownership	
1	Pretzel warmer model 2000	
2	Bunn coffee machines	
2	coffee hot plate warmers	
1	Proctor Silex Toaster	
1	Rival roaster	
1	GE roaster	
1	Convection Oven	
1	Pizza Oven	
1	Crock Pot	
1	Food Sign with letters	
	All kitchen utensils, bowls, cookie pans, towels & napkin holders	
	All concessions food and paper/plastic products	
	All concessions, vending, food & paper/plastic products	
28	Black Silver Chairs	
25	Brown/yellow chairs	
3	8 foot white tables	
1	6 foot white table	
2	6 foot brown tables	
1	square grey table	
8	blinds meeting room	
1	Dry Erase Board w/easel	
1	White Bench	
1	set lockers	
	all framed artwork and photos	
<b>Leased Items</b>		
1	Soft Drink dispenser - Coke	
1	Soft Drink vending machine - Coke	
1	Drink vending machine - Coke	
1	Credit card reader - Mercury	
1	Freezer - Simply Delicious Distributors	
1	Sam4SER - 200 M cash register - Modern Cash Registers	
1	Slush Machine - Holiday Wholesale	
1	Konica Minolta Copy Machine	

**EXHIBIT 4**  
**INSURANCE COVERAGE' DESCRIPTIONS AND REQUIREMENTS**

- I. Contractor shall, furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
- A. Workers Compensation and Employers' Liability - Workers' Compensation statutory - in compliance with the Compensation law of the State and Employers' Liability insurance with a limit no less than \$100,000 each accident.
- B. Comprehensive or Commercial General Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not limited to, the following coverage.
1. Premises - Operations
  2. Products and Completed Operations
  3. Broad Form Property Damage
  4. Contractual
  5. Personal Injury
- C. Automobile Liability with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include coverage for all of the following:
1. Owned Automobiles (This item does not apply unless lessee owns vehicles).
  2. Hired Automobiles
  3. Non-Owned Automobiles
  4. Auto liability coverage is not necessary unless lessee owns a vehicle. It is necessary, however that Lessee obtains non-owned and hired auto liability coverage.
- II. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
- III. Such insurance shall include under the **General Liability and Automobile Liability policies** Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds**".
- IV. Contractor shall require **subcontractor**; if applicable, to furnish identical certificates of insurance to the Winnebago County Insurance Administrator prior to contract taking effect.
- V. The Winnebago County Finance Department must approve any exception to these requirements. Submit any requests in writing to Winnebago County Attn: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808 or email to [dpetraszak@co.winnebago.wi.us](mailto:dpetraszak@co.winnebago.wi.us).

1     **42-62014**

2     **RESOLUTION:     Authorize an Expenditure of \$210,000 on a Capital Project for**  
3                             **Reconstruction of the CTH CB & BB Intersection in the Town of Menasha**  
4

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

6             **WHEREAS**, The intersection of CTH CB and CTH BB in the Town of Menasha is in poor condition, the traffic  
7     signal infrastructure is in need of replacement, and the intersection performs at a less than acceptable level of  
8     service pertaining to traffic movements; and

9             **WHEREAS**, CTH BB is a border county highway between Outagamie County and Winnebago County with  
10    shared maintenance responsibilities. Outagamie County approached Winnebago County several years ago with the  
11    idea of jointly upgrading the CB & BB intersection and is planning on an improvement project to their portion of CTH  
12    CB north of the intersection; and

13            **WHEREAS**, Outagamie County has agreed to a cost sharing/joint project which will benefit both counties  
14    and has agreed to provide design and construction services for much of the work; and

15            **WHEREAS**, the reconstruction of this intersection has been identified on the Winnebago County Capital  
16    Improvement Plan as a much needed improvement; and

17            **WHEREAS**, The Winnebago County Board has long recognized the importance of safe and efficient  
18    roadways and supports good transportation throughout the County and Region.

19            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20    appropriates funding of \$210,000 for the reconstruction of the CTH CB & CTH BB intersection.

21            **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that said funds will be  
22    transferred from the General Fund of Winnebago County with the General Fund being reimbursed from a subsequent  
23    bond issue.

24  
25    **Fiscal Note:**     Annual debt service on the bonds issued for this project would be roughly \$24,000 per year over the  
26                             10-year life of the notes.

27  
28   Respectfully submitted by:

29   **HIGHWAY COMMITTEE**

30    Committee Vote: **5-0**

31   Respectfully submitted by:

32   **PERSONNEL AND FINANCE COMMITTEE**

33    Committee Vote: **5-0**

34    Vote Required for Passage: **Three-Fourths of Membership**

35  
36             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

37  
38   \_\_\_\_\_  
39   Mark L Harris  
40   Winnebago County Executive



**CTH CB & CTH BB Intersection Improvement**

A, PROPOSED 2014 BONDING - \$ 210,000

B. PROJECT COSTS AND SOURCES OF FUNDS:

<b>PROJECT COSTS:</b>	<b>2014</b>	<b>2015</b>	<b>2016</b>	<b>2017</b>	<b>2018</b>	<b>Total</b>
Planning & design	\$ 15,000					\$ 15,000
Land purchase						-
Construction	195,000					195,000
Equipment						-
Other						-
<b>Total costs</b>	<b>210,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>210,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	210,000					210,000
State & Federal						-
Tax levy						-
Other						-
<b>Total funds</b>	<b>\$ 210,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 210,000</b>

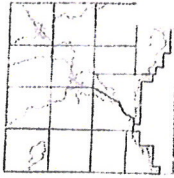
C. DECEIPTION AND JUSTIFICATION:

**Project Description:** This project provides for design and construction of an improved intersection at CTH CB and CTH BB. The project includes traffic improvements, turn lanes, some limited curb & gutter and storm sewer along with new signals. This is a joint project with Outagamie County.

**Relationship to other projects and plans:** None in Winnebago County

**Justification and alternatives considered:** Outagamie County has a project to improve CTH CB north of BB. Part of that project includes the intersection with CB improvement. The existing intersection operates at a "C" level in terms of traffic backup and flow. An upgrade to the intersection layout with improved signalization and lane designations along with an improved pavement will greatly enhance the operations and traffic flows.

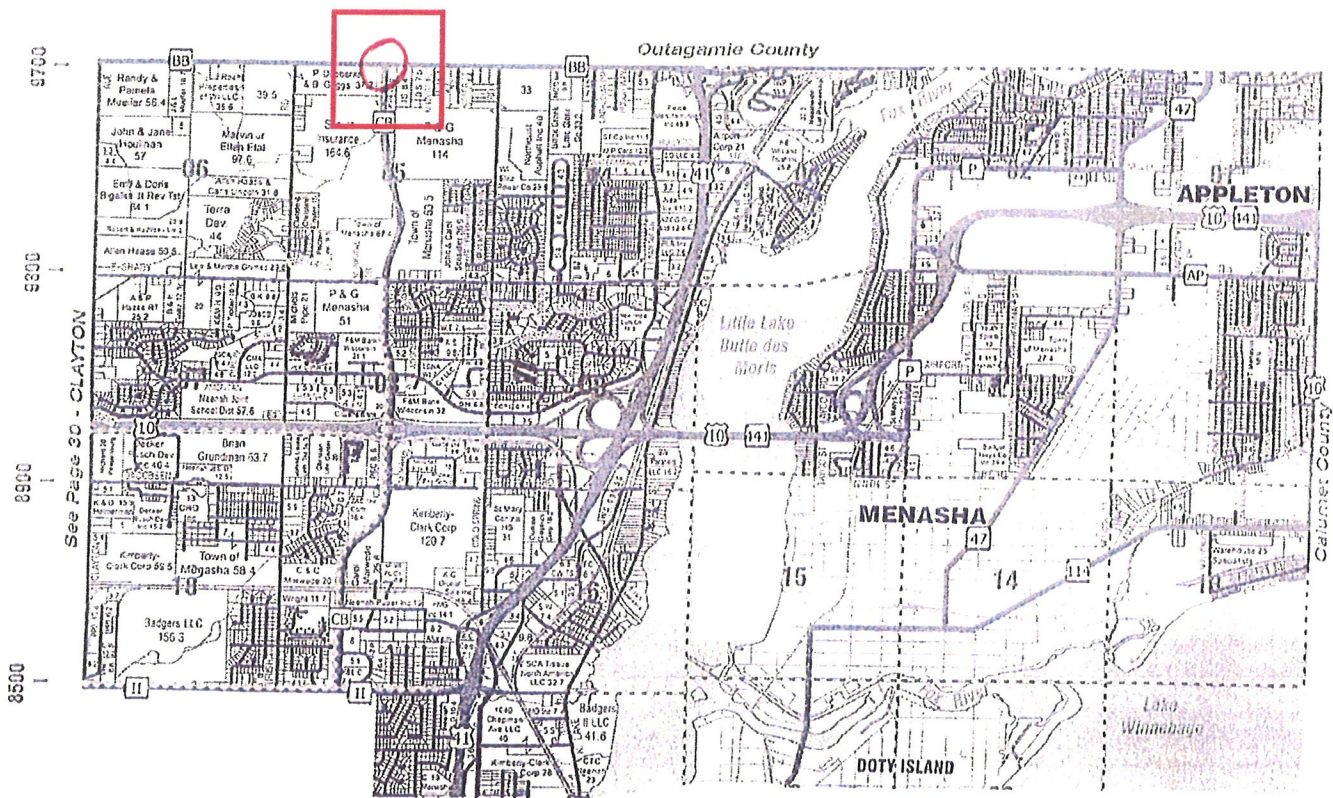
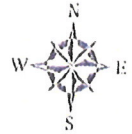




# MENASHA

T.20N. - R.17E.

Winnebago Co. Highway Dept.  
2014 Capital Improvement Plan  
CTH CB & CTH BB  
Intersection Reconstruction



See Page 24 - NEENAH and VINLAND (E)

2500

2100

1700

1300

900

500

100

**Winnebago County Board Meeting**  
**May 20, 2014**  
**Project Presentation – Reconstruction of the CTH CB & BB Intersection**

The County Highway Department has planned for and is hopeful of reconstructing the CTH CB & BB Intersection during this coming construction season. CTH BB is a border highway with Outagamie County and the CB intersection with BB is where the jurisdictions meet in terms of maintenance responsibilities.

This project has been planned by and will be constructed jointly with Outagamie County. What follows is a brief outline intended to give the County Board a summary of the proposed CB & BB Intersection Reconstruction Project in the Town of Menasha.

This project has been identified in our County Highway Capital Improvement Plan for reconstruction in 2014. Several years ago, discussions began with Outagamie County to consider an improvement to this intersection. This is a part of a larger project for Outagamie County. They plan on constructing an improvement from the CB & BB intersection north on CTH CB toward the airport. The design of this larger project was undertaken a couple of years ago with plans and specifications being completed for the intersection in late 2013 and right of way being purchased this past winter.

This project will reconstruct the intersection at CTH BB & CB and will remove and replace asphalt pavement and greatly improve the traffic function of the intersection. The traffic volumes in this intersection are significant with BB seeing counts in 5,000 range daily and CB being approximately the same if not higher. The intersection presently functions at a Level of Service C during high volume times of the day. The project should improve that function to a service level of A.

The project will totally reconstruct and widen the existing intersection and add additional lanes for straight through and turning movements. There will be some curb and gutter in the intersection and some limited storm sewer and drainage improvements done as a part of the project. The traffic signals currently in use at that location are gradually becoming somewhat of a maintenance problem and the technology is rather out of date. Finding replacement parts can be very difficult with older signal systems such as this

The signals, curb and gutter and storm sewer work will be let to bid with Outagamie County doing most of the remaining work. We have a lot of work in other areas of the County and it makes sense to work cooperatively with Outagamie on this, since they'll have crews and machines on the project anyway.

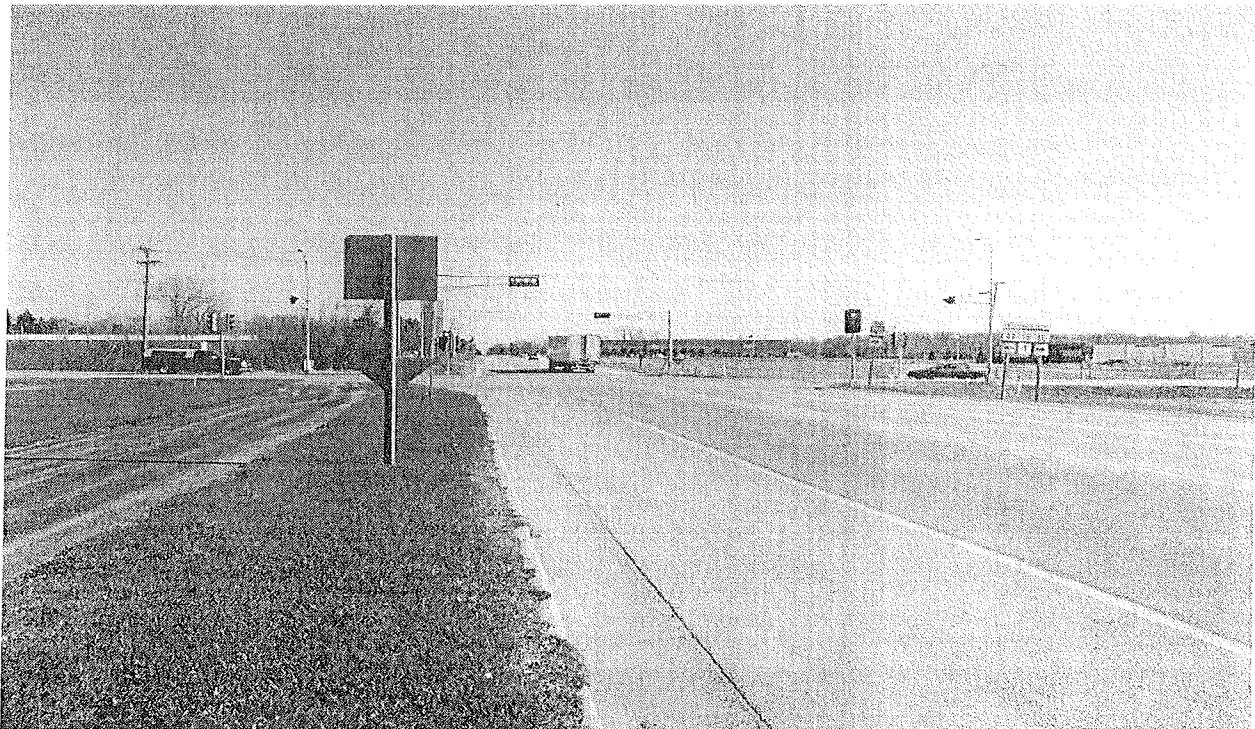
Winnebago County has jurisdiction of CTH BB in this area and is responsible for the traffic signal cost, plus a share of the roadway improvement costs. Outagamie County is the lead agency on the project and will be responsible for their share of the roadway improvements and is doing the major portion of the engineering.

The condition of BB under our maintenance jurisdiction and the entire BB corridor in our County is showing signs of age and deteriorating condition. This is a primary travel corridor in the area and the traffic volumes continue to increase. Improvements and possibly expansion of BB in order to accommodate increases in volume will need to be considered in the near future.

The Winnebago County cost estimate for our share including the signal work is approximately \$210,000. The Personnel and Finance Committee discussed this project at the meeting held on May 1st and approved it going on to the County Board for presentation. I'll be bringing a resolution for the funding back to the Board in at the June meeting.

I appreciate the Board allowing me to speak on this project.

Thank you.







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

**WHEREAS**, § 66.1001(2)(i), Wis Stats, requires that an adopted comprehensive plan must be updated no less than once every ten (10) years; and

**WHEREAS**, the procedures under § 66.1001(4), Wis Stats, must be followed in the adoption of a comprehensive plan or subsequent amendments thereto; and

**WHEREAS**, the Winnebago County Planning and Zoning Committee has recommended the adoption of a public participation plan that specifically relates to the preparation, review, and adoption of the 10-year update of Winnebago County's comprehensive plan; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, in accordance with § 66.1001(4), Wis Stats, it hereby adopts the public participation plan entitled “Public Participation Plan for the 10-Year Update of the Multi-Jurisdictional Comprehensive Plan for Winnebago County, Wisconsin,” attached hereto and incorporated herein by reference.

## PLANNING AND ZONING COMMITTEE

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

Mark L Harris  
Winnebago County Executive



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## **PUBLIC PARTICIPATION PLAN FOR THE 10-YEAR UPDATE OF THE MULTI-JURISDICTIONAL COMPREHENSIVE PLAN FOR WINNEBAGO COUNTY, WISCONSIN**

### **INTRODUCTION**

The Winnebago County Board of Supervisors adopted a countywide comprehensive plan on March 21, 2006, and now desires to work towards completing a 10-year update of that plan. To help ensure the updated plan reflects the needs of county residents and property owners, citizen input will be encouraged throughout the preparation, review, and adoption of the plan. This public participation plan forms the basic framework for achieving an interactive dialogue between local decision makers, county officials, and the citizens of Winnebago County.

### **OBJECTIVES FOR PUBLIC INVOLVEMENT**

Public participation is intended to achieve the following objectives:

- The process engages people of all races, ethnic backgrounds, and income levels.
- The public has opportunities to provide input (both formally and informally) to the County.
- The public has access to technical information and analyses performed during the process.
- Members of the County Board of Supervisors have input from a broad range of perspectives and interests in the community.
- Public input is elicited through a variety of means (electronic, printed, and oral) in such a way that it may be carefully considered and responded to in a timely fashion.
- The process strengthens the sense of community and civic engagement.
- The process furthers the vision of having active and positive participation throughout the process by those most directly affected by County decision making.

### **RESPONSIBILITY FOR IMPLEMENTATION**

Each of the following will share the responsibility for implementing the public participation activities described in this plan:

- Winnebago County Board of Supervisors
- Winnebago County Planning and Zoning Committee
- Winnebago County Planning and Zoning Department

However, the County Board of Supervisors will ultimately determine the direction and content of the comprehensive plan update.

### **PLANNED PUBLIC PARTICIPATION ACTIVITIES**

- Establish an advisory steering committee to promote feedback and oversee the plan development
- Utilize a website to post information related to the project
- Committee meeting updates
- Conduct one or more public hearings
- Meet with the Town Boards in the county





- 
- Conduct regional meetings with town officials to share information and obtain feedback
  - Conduct a community open house
  - County Board meetings
  - Provide opportunities for the public to submit oral and written comments
  - Post various drafts of the plan on the project website along with other supporting information as appropriate
  - Provide copies of all public documents upon request

### **PUBLIC PARTICIPATION GUIDELINES**

A public hearing will be conducted as part of the plan amendment process to allow for formal public testimony. All other public meetings should follow the following format:

- An agenda will be established that clearly defines the purpose of the meeting, the items to be discussed, and any actions that may be taken.
- The scheduled date, time, and place will be convenient to encourage participation by county residents.
- A clearly identifiable facilitator or chair will conduct the meeting in an orderly fashion to ensure that all attendees have an opportunity to offer comments, discuss issues, or provide testimony.
- The facilitator or chair will provide opening remarks outlining the purpose of the meeting, procedures attendees should use during the meeting when offering input, and how the input will be used.
- As appropriate, an overview of documents or proposals to be considered will be discussed.
- All persons attending the meeting that desire to participate should be allowed to do so. However, specific factors, such as the meeting or hearing purpose, number in attendance, time considerations, or future opportunities to participate, may require that appropriate constraints be applied. These constraints will be clearly outlined by the facilitator.
- Special arrangements will be made under the provisions of the Americans with Disabilities Act (ADA) with sufficient advance notice.

### **OPPORTUNITY FOR WRITTEN COMMENTS**

- The project website will include the name, address, and email address (if applicable) of a person(s) to whom written comments should be sent, along with any deadlines for submitting comments.
- At public meetings or hearings, the facilitator or chair will clearly announce any deadline for submitting written comments, if such comments are allowed subsequent to the meeting or hearing.
- Persons speaking or testifying will be encouraged to concisely express their comments and if appropriate provide specific details in writing.

### **CONSIDERATION OF PUBLIC COMMENTS**

- Decision makers may continue a public hearing for the purpose of addressing public comments, provided the time and date of the public hearing is announced at the time the public hearing is tabled.



- 
- Substantive written comments relating to studies, analyses, or reports, along with appropriate responses, will be included in published documents if deemed appropriate.

### **PUBLIC NOTICES FOR MEETINGS AND HEARINGS**

Public notices of all meetings and public hearings will be prepared and distributed consistent with applicable notice requirements of the Wisconsin Open Meetings Law, and any other notice requirements imposed by local ordinance or bylaws. At a minimum, the requirements of §19.31, Wisconsin Statutes, pertaining to public meetings and notification will be met. Public notices for public hearings will be placed in the County's official paper and may be posted on the project website.

The following information should be included in any notice:

- Name of the governmental body that will meet.
- Date, time and location of the hearing.
- General description of the matter to be discussed and acted upon.
- Notice that interested persons may present testimony regarding matters on the agenda at the meeting/hearing or in writing to the board or committee prior to a specified deadline.
- Contact information for further information about the proposal.

1     **44-62014**

2     **RESOLUTION:     Amend Section 24.8 of the Winnebago County Board Rules: Park View**  
3                             **Health Center Committee**  
4

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

6             **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
7 amends Section 24.8 of the Winnebago County Board Rules: Park View Health Center Committee as follows:

8             **24.8     PARK VIEW HEALTH CENTER COMMITTEE**

9             The Park View Health Center Committee shall be composed of five (5) members of the Winnebago County  
10 Board appointed by the Chair of the County Board. This Committee shall be a policy-making body determining the  
11 broad outlines and principles governing the administration of nursing home services provided at the Park View health  
12 Center ~~consisting of the Park View Rehabilitation Pavilion and the Pleasant Acres Nursing Home~~. This Committee  
13 shall review policy issues relating to the Park View Health Center and advise and recommend appropriate policy  
14 goals and legislative action to be taken by the County Board.

15   Respectfully submitted by:  
16   **W Thomas Ellis, District 34**

17     Committee Vote: \_\_\_\_\_

18     Vote Required for Passage: **Two-Thirds of Those Present**

19

20             Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive

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

**WHEREAS**, the grant is being awarded from the Homeland Security Program of the Department of Military Affairs; and

**WHEREAS**, the purpose is to test and practice collaboration between the Winnebago County Emergency Management and the public and how they will respond together; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Emergency Management to accept this \$6,000 grant and apply it to the exercise described above.

**Fiscal Impact:** This resolution is cost neutral. All costs of the exercise are covered by the grant.

## EMERGENCY MANAGEMENT COMMITTEE

Respectfully submitted by:

Committee Vote: **5-0**

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Mark L Harris  
Winnebago County Executive

1     **46-62014**

2     **RESOLUTION:     Authorize a Capital Project to Repair and Replace Masonry at the**  
3                             **Winnebago County Facilities Department Buildings 2 & 3 at a Cost of**  
4                             **\$110,000.**  
5

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

7             **WHEREAS**, the Winnebago County Capital Improvements Plan includes a project to repair and replace  
8 masonry at various county buildings; and

9             **WHEREAS**, buildings 2 & 3 are scheduled for masonry work during 2014 and have been included in the 5-  
10 Year Capital Improvements Plan as such; and

11            **WHEREAS**, the purpose of this program is to identify potential masonry problems before they occur; and

12            **WHEREAS**, this masonry replacement will help prevent building envelop failure and more costly repairs in  
13 the future; and

14            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
15 appropriates \$110,000 to a capital project to repair and replace masonry at the Facilities Department Buildings 2 & 3.

16            **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby appropriates  
17 the funds from the General Fund with the Fund being reimbursed from a subsequent bond issue.  
18  
19

20     **Fiscal Impact:** Annual debt service on this bond issue would be roughly \$12,500 per year over the 10 year life of the  
21 bonds.  
22

23   Respectfully submitted by:

24   **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

25     Committee Vote: **5-0**

26   Respectfully submitted by:

27   **PERSONNEL AND FINANCE COMMITTEE**

28     Committee Vote: **5-0**

29     Vote Required for Passage: **Three-Fourths of Membership**  
30

31             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.  
32

33   \_\_\_\_\_  
34   Mark L Harris  
35   Winnebago County Executive

## Facilities and Property Management

Date \_\_\_\_\_

Date \_\_\_\_\_

**3. Masonry maintenance program**

A. PROPOSED 2014 BONDING - \$110,000

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000		\$ 40,000
Land purchase						-
Construction	100,000	100,000	100,000	100,000		400,000
Equipment						-
Other						-
<b>Total costs</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>	<b>-</b>	<b>440,000</b>
<b>PROJECT FUNDS:</b>						
G.O. Bonds or notes	110,000	110,000	110,000	110,000	-	440,000
Outside funding						-
Tax levy						-
Other						-
<b>Total funds</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ 110,000</b>	<b>\$ -</b>	<b>\$ 440,000</b>

Schedule of Masonry Repairs					
	2014	2015	2016	2017	2018
Planning & design	10,000	10,000	10,000	10,000	
Maintenance Facility 2&3	100,000				
Courthouse		100,000			
Neenah Humn Svcs			100,000		
Coughlin Center				100,000	
<b>TOTAL</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>	<b>110,000</b>	<b>-</b>

C. DESCRIPTION AND JUSTIFICATION:

**Project Description:** This project is to maintain and repair the masonry surfaces of various County Facilities. Each building will be surveyed on a regular basis to identify potential masonry problems before they actually occur. Remedial action will be taken to prevent a building envelop failure and more costly repairs or replacement. The goal of this program is to maximize the life of the masonry surfaces covering the facilities.

**Relationship to other projects and plans:** This project works in conjunction with the Comprehensive Needs Study and all the other projects for each facility. If a facility is scheduled for major renovation, masonry repairs will become a part of the project to minimize disruption to the facility occupants and consolidate work done to a facility. If a facility is scheduled for disposal, only the basic maintenance of the masonry will be accomplished, avoiding unnecessary costs.



**Justification and alternatives considered:** There are two alternatives to this program. The first is to do minimal planning. This will continue the current practice of having masonry joints fail without warning and causing other collateral damage due to water or weather intrusion. Emergency repairs are costly and are usually performed under less than ideal conditions. There usually is no funding for emergency repairs. The repairs are very disruptive to the facility occupants. The collateral damage due to water leakage or weather intrusion can be very costly due to electronic equipment that may be damaged, employee or visitor injuries.

The second alternative is to have a proactive masonry maintenance program. This program will identify potential masonry problems before they occur. Repairs can be planned and funded through the budget or capital improvements planning process. Occupants are aware of pending repairs and plans can be established to minimize disruption to the daily activities. Projects can be competitively bid early in the season to get the best price.

# Examples of Damage

## Facilities Buildings 2 & 3



1     **47-62014**

2     **RESOLUTION:     Authorize a Transfer of \$14,000 from the Airport Undesignated Fund**  
3                             **Balance to a Project to Replace a Boiler in the Wittman Airport Terminal**  
4                             **Building.**  
5

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

7             **WHEREAS**, the airport terminal building requires at least two boilers to properly heat the facility; and

8             **WHEREAS**, one of the boilers has been decertified by State of Wisconsin inspectors and is in need of  
9 replacement; and

10            **WHEREAS**, the County Board approved \$31,000 for this replacement by Resolution 273-10213; and

11            **WHEREAS**, bids for the project came in much higher than anticipated; and

12            **WHEREAS**, it will require an additional \$14,000 to complete the project; and

13            **WHEREAS**, the Airport Undesignated Fund Balance has sufficient funds to cover the additional costs of this  
14 project.

15            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes a transfer of \$14,000 from the Airport Undesignated Fund Balance to the Capital Outlay Account for the  
17 purpose of replacing a failing boiler.  
18

19     **Fiscal Impact:** This would reduce the Airport Fund Balance by \$14,000. Airport Undesignated Fund Balance at the  
20 end of 2013 was \$2,032,185.  
21

22   Respectfully submitted by:

23   **AVIATION COMMITTEE**

24     Committee Vote: **5-0**

25   Respectfully submitted by:

26   **PERSONNEL AND FINANCE COMMITTEE**

27     Committee Vote: **4-1**

28     Vote Required for Passage: **Two-Thirds of Membership**  
29

30             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.  
31

32   \_\_\_\_\_  
33   Mark L Harris  
34   Winnebago County Executive

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

**WHEREAS**, the Continental Congress provided that same day, by orders of their House, that their Declaration should be proclaimed aloud and published to the free citizens of the territories represented in their Congress; and

**WHEREAS**, the Continental Congress thus initiated a process that has created the Constitutions and state governments of our Union including the Constitution and government of the State of Wisconsin.

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that we ask Sheriff Matz to read the document without further comment or speech. This event is intended for those present to hear the words of the Declaration as we begin to celebrate our Day of Independence.

**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

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

Mark L Harris  
Winnebago County Executive

1     **49-62014**

2     **RESOLUTION:     Authorize a Capital Project to Add Additional Parking to the Sheriff /Jail**  
3                             **Facility at a Cost of \$203,000.**  
4

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

6             **WHEREAS**, there is a shortage of parking at the Winnebago County Jail/Sheriff facilities; and

7             **WHEREAS**, during the original design and construction of the Jail complex, an additional parking lot was  
8 identified but not constructed; and

9             **WHEREAS**, current staffing levels at the Jail have filled the parking lots creating the need for additional  
10 parking. This is compounded when shift changes occur; and

11            **WHEREAS**, currently people are parking wherever they find space whether it is in a parking stall, other areas  
12 in the lots, or on the grass.

13            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 appropriates \$203,000 to a capital project to build an additional parking lot at the Winnebago County Sheriff/Jail  
15 facility.

16            **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby transfers the  
17 funds from the General Fund Undesignated Fund Balance with the Fund Balance being reimbursed from a  
18 subsequent bond issue.

19  
20 **Fiscal Impact:** Annual debt service on this bond issue would be roughly \$23,000.  
21

22   Respectfully submitted by:  
23   **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

24 Committee Vote: **5-0**

25   Respectfully submitted by:  
26   **PERSONNEL AND FINANCE COMMITTEE**

27 Committee Vote: **5-0**

28 Vote Required for Passage: **Three-Fourths of Membership**  
29

30             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.  
31

32   \_\_\_\_\_  
33 Mark L Harris  
34 Winnebago County Executive



## Facilities and Property Management

		Date	
<u>M. G. G. G.</u>		<u>4/1/14</u>	
Department Requesting - Signature		Approval - County Executive	
<u>[Signature]</u>		<u>Mark J. Harino</u>	
Committee of Jurisdiction - Signature		Approval - Personnel & Finance	
<u>[Signature]</u>		<u>D. L. [Signature]</u>	
Committee Vote: <u>5/0 -</u>		Committee Vote: <u>5-0</u>	
Reviewed by Finance Dept.: <u>[Signature]</u>		Approved - Information Systems Committee	
		Committee Vote: _____	
Approved - Facilities & Prop Mgmt Committee			
Committee Vote: _____		Total amount of budget transfer: _____	

[illegible]

See attached Capital Improvement Program details. This project is to construct additional parking that was deferred at the time of the original construction of the Jail Facility.

Page 1

6. Jail parking expansion

A. PROPOSED 2014 BONDING - \$ 203,000

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design	\$ 68,000					\$ 68,000
Land purchase						-
Construction	135,000					135,000
Equipment						-
Other						-
<b>Total costs</b>	<b>203,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>203,000</b>
<b>PROJECT FUNDS:</b>						
G.O. Bonds or notes	203,000	-	-	-	-	203,000
Outside funding						-
Tax levy						-
Other						-
<b>Total funds</b>	<b>\$ 203,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 203,000</b>

C. DESCRIPTION AND JUSTIFICATION:

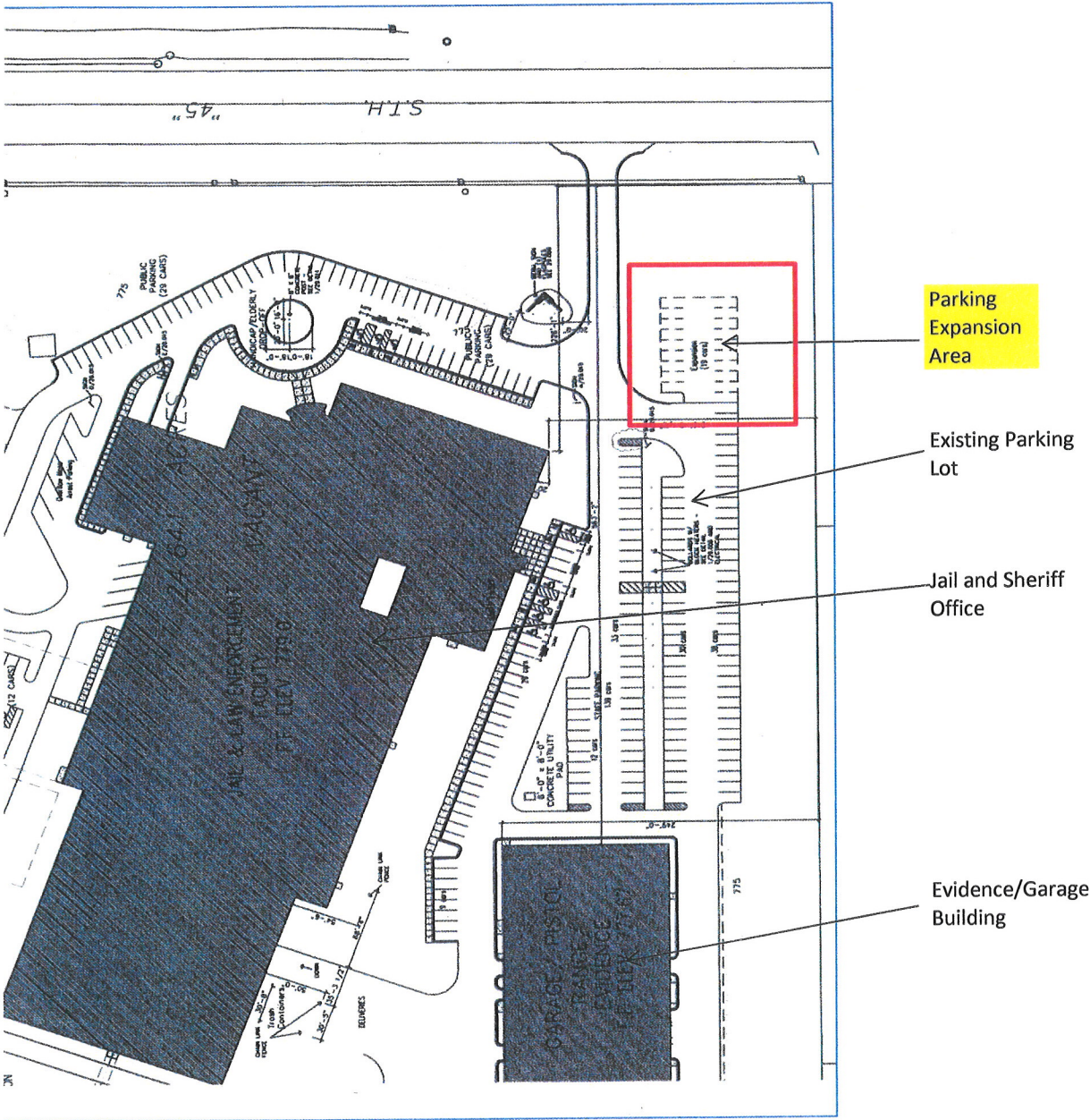
**Project Description:** This project is to increase the number of parking stalls at the Jail Complex. During the original design and construction of the Jail complex, an additional parking lot was identified but not constructed. This project would construct the parking lot. Current conditions and staffing levels at the Jail have filled the parking lot. This is compounded when shift change occurs. The number of vehicles needing to park almost doubles. In order for staff to report on time, vehicles are parked wherever there is space whether or not it is a parking stall.

**Relationship to other projects and plans:** No relationship to other projects

**Justification and alternatives considered:** There are only two options available. Do nothing and to increase the parking. If nothing is done, the current parking practices will continue. This can lead to damage to grassy areas used as a parking spot. Cars could be parked in the way of departing staff or blocking vehicular circulation routes. Staff could be delayed reporting for duty as they try to find a safe place to park their vehicle. If the parking is expanded, staff will not be delayed in reporting for duty, grassy areas and landscaped areas will not be damaged. Vehicular circulation will not be impeded.



Additional Jail Complex Parking Site Location



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

**WHEREAS**, many of the caulked joint seams have dried and shrunk increasing the gap between slabs.; and

**WHEREAS**, these conditions have aged the caulk and it is now in need of replacement to prevent damage to the structure and prevent moisture from entering the facility; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby appropriates \$198,000 to a capital project to repair and replace caulk at the Sheriff/Jail facility.

**Fiscal Impact:** Annual debt service on this borrowing would be roughly \$19,000.

## FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

## PERSONNEL AND FINANCE COMMITTEE

Vote Required for Passage: **Three-Fourths of Membership**

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

Page 1

## Facilities and Property Management

Date \_\_\_\_\_

Date \_\_\_\_\_

**Approval - County Executive**

Approval - Personnel & Finance

**Committee Vote:**

Approved - Information Systems Committee

**Committee Vote:**

**Committee Vote:**

**Total amount of budget transfer.....**

[illegible]

See attached Capital Improvement Program details. This project is to replace and repair the caulk joints between the precast panels on the exterior of the Sheriff's Office and Jail building.

LEC Caulk Joint Repairs 2014

## Facilities and Property Management

Date \_\_\_\_\_

3/25/14

Approval - County Executive

Approval - Personnel & Finance

**Committee Vote:**

Approved - Information Systems Committee

**Committee Vote:**

**Total amount of budget transfer.....**

**Committee Vote:**

**Total amount of budget transfer.....**

**ACCOUNT NUMBER**

[illegible]

**Description (Must be completed - Attach extra pages if needed):**

See attached Capital Improvement Program details. This project is to replace and repair the caulk joints between the precast panels on the exterior of the Sheriff's Office and Jail building.

ENTRY NUMBER

5. Jail - precast joint repairs

A. PROPOSED 2014 BONDING - \$ 198,000

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design	\$ 18,000					\$ 18,000
Land purchase						-
Construction	180,000					180,000
Equipment						-
Other						-
<b>Total costs</b>	<b>198,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>198,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	198,000	-	-	-	-	198,000
Outside funding						-
Tax levy						-
General Fund Balance						-
<b>Total funds</b>	<b>\$ 198,000</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 198,000</b>

C. DESCRIPTION AND JUSTIFICATION:

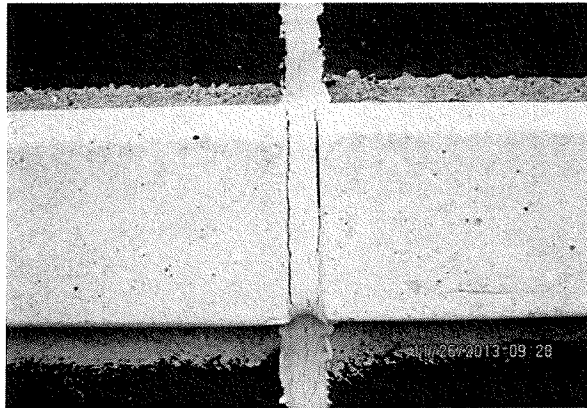
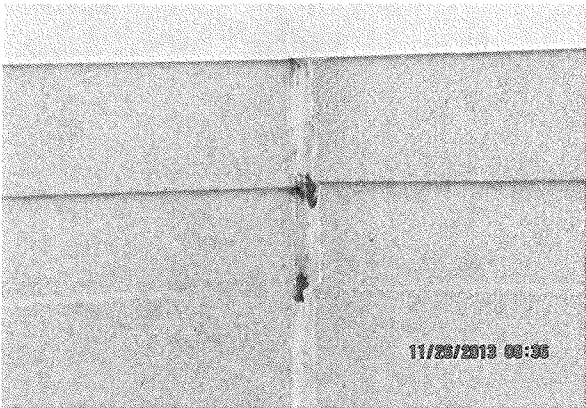
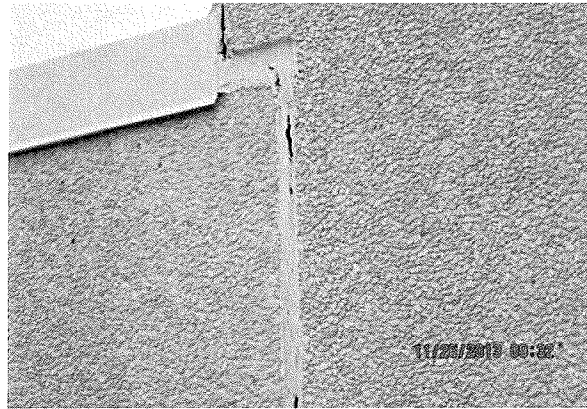
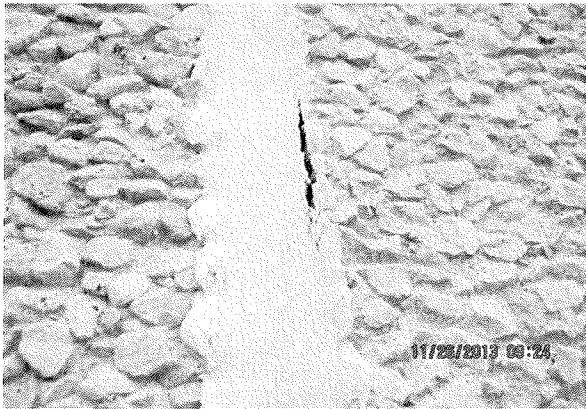
**Project Description:** This project is to repair the failing Law Enforcement Center precast panel joint caulk seams. The building is 10 years old. The precast façade slabs have dried and shrunk increasing the gap between slabs. Additionally the caulk has been exposed to 10 years of ultraviolet radiation from the sun and seasonal weather changes. These conditions have aged the caulk and it is now at the end of its useful life. This project is to remove the existing caulk and to replace it with new.

**Relationship to other projects and plans:** This project is not related to any other project.

**Justification and alternatives considered:** The alternatives are to do nothing or to replace the caulk. Doing nothing will allow the caulk to continue to age and fail on a widespread basis. This will allow the moisture to enter into the building causing water damage. The second alternative is to replace the caulk with new.



## Examples of Precast Joint Caulk Failure



1     **51-62014**

2     **RESOLUTION:     Authorize the Sheriff Department to Accept a Justice Assistance Grant**  
3                             **for the Purchase of a K9 Unit at a Cost of \$10,000**  
4

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

6             **WHEREAS**, the Winnebago County Sheriff's Department has received notice that they can receive a Justice  
7 Assistance Grant of \$10,000; and

8             **WHEREAS**, the funds can be used to purchase a K9 unit; and

9             **WHEREAS**, both of the Sheriff Department's current K9 units are reaching their end of service lives/end of  
10 duty; and

11            **WHEREAS**, the Justice Assistance Grant can be used to replace one of the K9 units, the Deputy, and  
12 training; and

13            **WHEREAS**, these dogs are very helpful in fighting crime; and

14            **WHEREAS**, it would be beneficial for the department to accept the grant and replace one of the K9 units.

15            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes the Sheriff Department to accept a \$10,000 Justice Assistance Grant and appropriates the funds towards  
17 the purchase of a K9 unit.

18

19     **Fiscal Impact:** This resolution is cost neutral. Grant funds will cover the full cost of the K9 unit and training.

20

21   Respectfully submitted by:

22   **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

23     Committee Vote: **5-0**

24   Respectfully submitted by:

25   **PERSONNEL AND FINANCE COMMITTEE**

26     Committee Vote: **5-0**

27     Vote Required for Passage: **Two-Thirds of Membership**

28

29             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

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\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive



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Page 1

## Facilities and Property Management

Date \_\_\_\_\_

Date \_\_\_\_\_

Approval - County Executive

Approval - Personnel & Finance

**Committee Vote:**

Approved - Information Systems Committee

**Committee Vote:**

**Total amount of budget transfer.....**

[illegible]

See attached Capital Improvement Program details. This project is to replace the roofs on Building 2 and 3 at the Knapp Street Maintenance Facility and the Boiler house at the old Park View site.

Page 1

1. **Roof Maintenance Program**

A. PROPOSED 2014 BONDING - \$ 247,000

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design	\$ 18,000	\$ 72,000	\$ 15,000	\$ 23,000		\$ 128,000
Construction	229,000	900,000	185,000	288,000		\$ 1,602,000
Other						-
<b>Total costs</b>	<b>247,000</b>	<b>972,000</b>	<b>200,000</b>	<b>311,000</b>	<b>-</b>	<b>1,730,000</b>
<b>PROJECT FUNDS:</b>						
G.O.Bonds or notes	247,000	972,000	200,000	311,000	-	1,730,000
Outside funding						-
Tax levy						-
Other						-
<b>Total funds</b>	<b>\$ 247,000</b>	<b>\$ 972,000</b>	<b>\$ 200,000</b>	<b>\$ 311,000</b>	<b>\$ -</b>	<b>\$ 1,730,000</b>

Roof Replacement Schedule				
	2014	2015	2016	2017
Maintenance Bldgs 2 & 3	\$ 193,000			
Park View Boiler Bldg	54,000			
Highway Shop		972,000		
Neenah Human Services			200,000	
Work Release Center				311,000
	<b>\$ 247,000</b>	<b>\$ 972,000</b>	<b>\$ 200,000</b>	<b>\$ 311,000</b>

C. **DESCRIPTION AND JUSTIFICATION:**

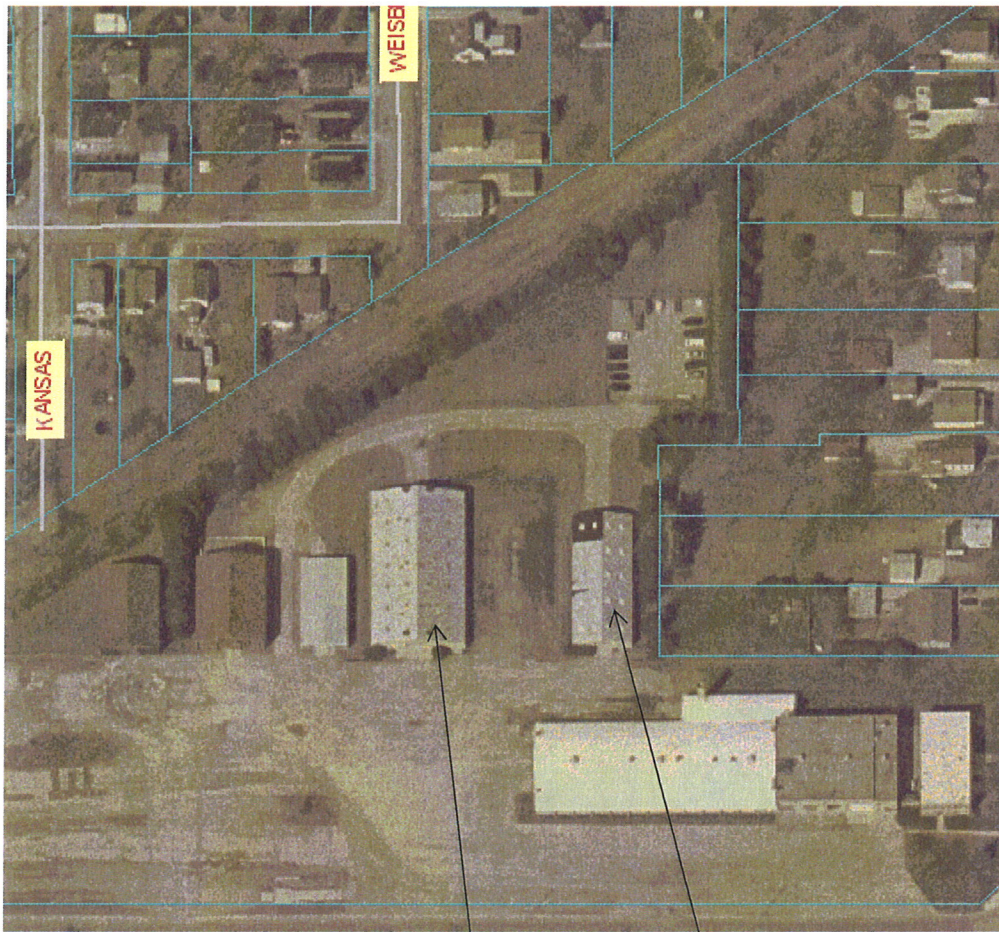
**Project Description:** This project is to replace the roof surfaces of various County Facilities. Each building will be surveyed on a regular basis to identify potential roof problems before they actually occur. Remedial action will be taken to prevent a building envelop failure and more costly repairs or replacement. The goal of this program is to maximize the life of the roofs surfaces covering the facilities.

**Relationship to other projects and plans:** This project works in conjunction with the Comprehensive Needs Study and all the other projects for each facility. If a facility is scheduled for major renovation, roof replacement will become a part of the project to minimize disruption to the facility occupants and consolidate work done to a facility. If a facility is scheduled for disposal, only the basic maintenance of the roof will be accomplished, avoiding unnecessary costs.

**Justification and alternatives considered:** There are two alternatives to this program. The first is to do minimal planning. This will continue the current practice of having roofs fail without warning and

causing other collateral damage due to water or weather intrusion. Emergency repairs are costly and are usually performed under less than ideal conditions. There usually is no funding for emergency repairs. The repairs are very disruptive to the facility occupants. The collateral damage due to water leakage or weather intrusion can be very costly due to electronic equipment that may be damaged, employee or visitor injuries.

The second alternative is to have a roof replacement program. This program will identify potential roof problems before they occur. Repairs or replacement can be planned and funded through the budget process. Occupants are aware of pending repairs and plans can be established to minimize disruption to the daily activities. Projects can be competitively bid early in the season to get the best price. This is the course of action we are recommending.



Building 3

Building 2

Maintenance Facility Building 2 and 3

1 **53-62014**

2  
3 **ORDINANCE: Create Section 9.39 of the General Code of Winnebago County: Prevent**  
4 **Unlawful Use of Computerized Communication Systems**

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

7  
8 **WHEREAS**, Section 947.0125, Wis Stats, prevents the unlawful use of computerized communication  
9 systems for the purpose of frightening, intimidating, threatening, or abusing other individuals; and

10 **WHEREAS**, the Winnebago County Sheriff has recommended to your undersigned committee that  
11 Winnebago County adopt an Ordinance which mirrors Section 947.0125, Wis Stats.

12  
13 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors that it hereby  
14 creates Section 9.39 of the General Code of Winnebago County, which shall read as follows:

15 **9.39 UNLAWFUL USE OF COMPUTERIZED COMMUNICATION SYSTEMS**

16 (1) **AUTHORITY:** This section of the General Code for Winnebago County is adopted under the  
17 authority granted by § 59.54(6), Wis Stats.

18 (2) **SECTION 947.0125, WIS STATS, INCORPORATED HEREIN BY REFERENCE:** Section 947.0125,  
19 Wis Stats, to the extent that such statutory section requires any act to be performed or prohibits any act, is hereby  
20 adopted, and made a part of this section of the Code herein by reference as if fully set forth at length. Any act or  
21 omission penalized pursuant to § 947.0125, Wis Stats, is penalized in the same manner by this section of the Code.

22 (3) **APPLICABILITY:** This Ordinance shall be applicable in all unincorporated areas of Winnebago  
23 County.

24 (4) **EFFECTIVE DATE:** This Ordinance shall be in full force and effect as of July 6, 2014.

25  
26 Submitted by:

27 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

28 Committee Vote: **5-0**

29 Vote Required for Passage: **Majority of Those Present**

30  
31 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

32  
33 \_\_\_\_\_  
34 Mark L Harris  
35 Winnebago County Executive

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

**WHEREAS**, the District Attorney desires to amend one (1) full-time Legal Records Clerk position in the Table of Organization to one (1) half-time Legal Secretary position and one (1) half-time Clerk Typist I position.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby amends the Table of Organization for the Winnebago County District Attorneys Office by deleting one (1) full-time Legal Records Clerk position and by adding one (1) half-time Legal Secretary position and one (1) half-time Clerk Typist I position.

Wages .....	(\$ 566.00)
Fringes.....	<u>(\$1,744.00)</u>
Total.....	(\$2,340.00)

Respectfully submitted by:

## PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this                      day of                      , 2014.

Mark L Harris  
Winnebago County Executive