

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, NOVEMBER 17, 2015**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, November 17, 2015, 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.
  - Zoning Petitions:
    - No. 1 – Linda A. Wachholz, Town of Nekimi; tax parcel no. 012-0250-01; rezone to A-2
    - No. 2 – Brian Chappa, Town of Omro; tax parcel no. 016-0521; rezone to R-1
  - Resolutions from other counties:
    - Kewaunee County – 10-10-15, “A Resolution Urging Amendment to Sec. 43.12 County Payment for Library Services”
    - Langlade County – #62-2015, “Intent: Support Efforts to Repeal or Amend Changes to Shoreland Zoning Standards as Contained in the 2015-2017 State Budget (Act 55)”
    - Lincoln County – Resolution 2015-09-37, “Support of Proposed Legislation for Passage of the Social Work Safety Act”
    - Lincoln County – Resolution 2015-09-40, “Resolution in Support of Local Control of Law Enforcement”
    - Oconto County – Resolution #98-15, “Resolution Supporting the Repeal of Statutory Provisions Enacted in the State of Wisconsin 2015-2017 Budget Sections 1922B-1922L, 2015 Act 55 Concerning the Zoning of Shorelands on Navigable Waters”
    - Outagamie County – Resolution No. 62-2015-16, “...oppose any legislation expanding the subpoena process...”
    - St. Croix County – “Emergency Resolution” – “Resolution Opposing 2015 Senate Bill 294, Dismantling the Government Accountability Board”
    - Washburn County – Resolution No. 76-15, “A resolution to Repeal the requirements of Act 55 related to Shore land Zoning”
    - Waushara County – Resolution No. 23-06-15, “ Resolution to Repeal Paragraph 23 of Motion #520 to the State of Wisconsin 2015-2017 Budget Bill”
    - Waushara County – Resolution No. 30-10-15, “Resolution to Repeal Statutory Provisions in the State of Wisconsin 2015-2017 Budget Relating to Shoreland Zoning Standards (Sections 1922Am-1922L of 2015 Wisconsin Act 55)
    - Wood County – Resolution # 15-10-7, “INTENT & SYNOPSIS: To encourage the legislature to fix an oversight in the application of public records law that allows the public to have access to certain data including the social security numbers and performance evaluations of local government division and department heads”
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the October 20, 2015 and October 26-28, 2015 meetings. (Being sent separately.)
- County Executive's Report
- County Executive's Appointments:
  - Board of Health – Paula McNeil, UW-Oshkosh College of Nursing
  - Fox Valley Work Force Development Board, Inc. – Amanda Kopetsky, HR Director, Bemis North America
  - Winnebago County Housing Authority – Pat Bird, 600 West Packer Avenue, Oshkosh
  - Winnefox Library System Board of Trustees – Lurton Blassingame, 1926 East Murdock Avenue, Oshkosh; and Jeff Jensen, 670 South 5<sup>th</sup> Avenue, Winneconne
- County Board Chairman's Report
- Michael Collard, Human Resources Director – Report on 2016 Health Insurance
- Peter Moll, Wittman Regional Airport Director – Airport and OMNNI Associates Terminal/Administration Building/Aviation Business Center Update
- Jennifer Semrau, Recycling Coordinator – Single-stream recycling update

## **ZONING REPORTS & ORDINANCES**

Report No. 001 – Daniel & Jessica Van Bommel; Town of Winchester

Amendatory Ordinance No. 11/01/15 – Rezoning to A-2 General Agriculture without Floodplain & Wetlands for tax parcel nos. 028-0886 & 028-0887

Report No. 002 – Kwik Investments; Town of Omro

Amendatory Ordinance No. 11/02/15 – Rezoning to A-2 General Agriculture tax parcel no. 016-0683

Report No. 03 – LeRoy and Susan Schoenauer, Town of Algoma

Amendatory Ordinance No. 11/03/15 – Rezoning to A-2 General Agriculture & R-2 Suburban Low Density Residential for tax parcel nos. 002-0236-01 & 002-0236-03

## **RESOLUTIONS AND ORDINANCES**

- RESOLUTION NO. 227-112015: Commendation for Sally Poklasny  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 228-112015: Commendation for Julie Wara  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 229-112015: Disallow Claim of Jazmyn Flowers  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 230-112015: Adopt Natural Hazards Mitigation Plan Update for Winnebago County  
Submitted by:  
EMERGENCY MANAGEMENT COMMITTEE
- RESOLUTION NO. 231-112015: Amend Resolution 209-92015 to Change the Funding Source for the Courthouse Roof Replacement Component of the Project to Using Contingency Funds Rather than Bond Proceeds  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 232-112015: Authorize the Public Health Department to Accept \$72,427 in Grant Funding for Several Programs and Appropriate the Funds to Expenditures in Carrying Out Each Program  
Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 233-112015: Approve Industrial Development Board Loan in the Amount of \$400,000 to the Village of Winneconne  
Submitted by:  
INDUSTRIAL DEVELOPMENT BOARD
- RESOLUTION NO. 234-112015: Amend County Board Rule Section 24.9(5)(B) so as to Increase the Amount the Personnel and Finance Committee can Adjust Departments' Budgets without Bringing the Items before the County Board from \$3,000 to \$15,000  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 235-112015: Approve the Voting System Agreement Between Dominion Voting Systems, Inc. and Winnebago County for the Purchase of 53 New Voting Machines for County and Municipal Use  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 236-112015:

Authorize Execution of Lease Between Winnebago County and State of Wisconsin, Department of Administration for Hangar Lease at Wittman Regional Airport

Submitted by:  
AVIATION 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.)*

**WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, OCTOBER 20, 2015**

Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Konetzke, Barker, Harpt, Eisen, Ramos, Kiel, Roh, Smith, Widener, Scherck, Albrecht, Gabert, Egner, Thompson, Olson, Brewer, Hardy, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Turner, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Brooks.

Motion by Supervisor Robl and seconded to adopt the agenda with the change of order of the resolutions so that No. 225-102015 is acted on prior to No. 213-102015. CARRIED BY VOICE VOTE.

**PUBLIC HEARING**

No one from the public addressed the board.

**COMMUNICATIONS AND PETITIONS**

The following correspondence was presented to the Board by Sue Ertmer, County Clerk:

- A "Notice of Claim" from AT&T for damage to an aerial telephone cable at 3160 County Road E in Eureka was forwarded to the Personnel & Finance Committee.
- A "Notice of Claim" from Jazmyn Flowers, inmate at the Winnebago County Jail, for a missing gold wedding band was forwarded to the Personnel & Finance Committee.

Resolutions from other counties:

- Green Lake County – Resolution No. 12-2015 – support of LRB 0773/2 & 1440/2 and causing or threatening bodily harm to certain child welfare and juvenile justice workers and providing a penalty was referred to the Legislative Committee.
- Oconto County – 87-2015, "Re: Resolution to Support 2015 Senate Bill 204 (2015 Assembly Bill 284) Relating to Causing or Threatening Bodily Harm to Certain Child Welfare and Juvenile Justice Workers and Providing a Penalty" was referred to the Legislative Committee.
- Trempealeau County – "Relating to Support of LRB 0773/2 & 1440/2 and Causing or Threatening Bodily Harm to Certain Child Welfare and Juvenile Justice Worker and Providing a Penalty" was referred to the Legislative Committee.
- St. Croix County – 28 (2015), "Resolution No. 28 (2015) Resolution Supporting New Social Security Supplemental Security Income (SSI) Asset Limits and Implementation of the Achieving a Better Life Experience Act" was referred to the Legislative Committee.
- St. Croix County – 34 (2015) "Resolution Supporting Constitutional Amendment Prohibiting Nonfiscal Matters in State Budget" was referred to the Legislative Committee.
- Petition for Zoning Amendment from David L. Kozlowski, Town of Omro, for tax parcel no. 016-0683-00 to change from R-1 to A-2 for a residence and agricultural use was referred to the Planning and Zoning Committee.
- Petition for Zoning Amendment from LeRoy Schoenauer, Town of Algoma, for tax parcel nos. 002-0236-01 and 002-0236-03 to change from R-1 for Lot 1 and A-2 for Lots 3 & 4 to A-2 for Lot 1 and R-2 for Lots 3 & 4 to be used for residential purposes was referred to the Planning and Zoning Committee.
- Petition for Zoning Amendment from Jessica Van Bommel, Town of Winchester, for tax parcel nos. 028-0886 and 028-0887 to change from A-2 with Wetlands & Flood Plain to A-2 without Wetlands and Flood Plain to be used for a single family residence, recreation and general agriculture was referred to the Planning and Zoning Committee.

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Farrey reported that handouts regarding the Winnebago County Land & Water Department project list were placed on everyone's desk. The Land & Water Department has created this list to make the County Board and residents of Winnebago County aware of what they are working on.

Supervisor Eisen reported that the Emergency Management Committee will meet on Monday, October 26, 2015 at 5:45 p.m. prior to the County Board Budget Session to approve the Hazard Mitigation plan update discussed and corrected from the October 5<sup>th</sup> meeting.



Supervisor Norton reported on his attendance at the Wisconsin Counties Association's annual conference. He noted keynote speakers and workshops that he attended. Mr. Norton was able to take a tour of the City of LaCrosse and surrounding areas.

Supervisor Kiel shared information regarding an article that he felt all the supervisors should read titled "Why Voting for Mayor is more Important than Voting for President?" Supervisor Kiel has given his students at Shattuck Middle School an assignment that requires them to contact someone from their local government to interview.

Supervisor Robl attended a meeting October 9, 2015 for local officials regarding the Tri-county Road Project - 441/10. This project will be stretched out for a few more years due to lack of funds.

Supervisor Olson expressed his interest in finding out more regarding the growth of drug abuse in Wisconsin as well as Winnebago County. He attended a conference in Wisconsin Dells regarding heroine and opiate addictions. Supervisor Olson feels that Winnebago County has a good program that deals with this matter.

Supervisor Finch attended a Department of Transportation meeting on Friday, October 16, 2015 regarding the 441/10 project. He also attended a meeting where Governor Scott Walker talked about this project. Governor Walker reported that the money is there for this project, the finance department needs to release it.

Motion by Supervisor Robl and seconded by Supervisor Finch to approve the September 3, 2015 and September 15, 2015 proceedings. CARRIED BY VOICE VOTE.

### **COUNTY EXECUTIVE'S REPORT**

Mark Harris, Winnebago County Executive, encouraged support of the following resolutions:

- Resolution #214-102015 – Urge the Wisconsin Legislature to transfer jurisdiction of 17-year old delinquent offenders back into the Juvenile Justice System from the Adult Correction System.
- Resolution #219-102015 – Authorize a project to relocate departments within the Courthouse, Oshkosh Safety Building and Otter Avenue County Administration Building at a cost of \$6,665,000 and Finance the Project with the Issuance of General Obligation Debt.
- Resolution #221-102015 – Execute Easement Agreement between Winnebago County and City of Oshkosh for storm water pipeline at Wittman Regional Airport.
- Resolution #223-102015 – Execute Easement Agreement between Winnebago County and Wisconsin Public Service.
- Resolution #224-102015 – Execute Easement Agreement between Winnebago County and Wisconsin Public Service
- Resolution #225-102015 – Award the Sale of \$4,150,000 General Obligation Promissory Notes.

### **COUNTY EXECUTIVE APPOINTMENTS**

#### **Advocap Board of Directors**

County Executive Harris asked for approval of his appointment of Supervisor George Egner to the Advocap Board of Directors. This is a two-year term which will expire on April 18, 2017. Mr. Egner will replace Koby Schellenger who has resigned from the Winnebago County Board of Supervisors.

Motion by Supervisor Scherck and seconded by Supervisor Ramos to approve. CARRIED BY VOICE VOTE.

#### **Fox Valley Workforce Development Board, Inc.**

County Executive Harris asked for approval of his appointment of the following persons to the Fox Valley Workforce Development Board: Jodie Larsen, Oshkosh Corporation; Linda Mingus, Aurora Healthcare; Mark Westphal, Fox Valley Area Labor Council AFL-CIO; Jose Martinez, MHS Director; Margaret Winn, Executive Director Lakeside Packaging Plus; Larry Lautenschlager, President Winnebago County Labor Council and Patti Andreesen-Shaw, Oshkosh Chamber of Commerce. Mr. Lautenschlager and Ms. Mingus' terms will expire June 30, 2016. Mr. Westphal and Ms. Andreesen-Shaw's terms will expire June 30, 2017. Ms. Larsen, Mr. Martinez and Ms. Winn's terms will expire June 30, 2018.

Motion by Supervisor Ramos and seconded by Supervisor Farrey to approve. CARRIED BY VOICE VOTE.

#### **Grievance Review Board**

County Executive Harris asked for approval of his appointment of Bill Wagner to the Grievance Review Board. Mr. Wagner will fill the unexpired term of Tom Shandonay who has resigned. This term

will expire on December 31, 2015. Motion by Supervisor Ellis and seconded by Supervisor Olson to approve. CARRIED BY VOICE VOTE.

#### **Menasha Library Board**

County Executive Harris asked for approval of his appointment of Joseph Franzoi to the Menasha Library Board. Mr. Franzoi will replace Paul Eisen, who has resigned from the library board. This three-year term will expire on June 30, 2018.

Motion by Supervisor Ramos and seconded to approve. CARRIED BY VOICE VOTE.

#### **COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Albrecht reported that Supervisor Brooks is excused from tonight's meeting.

#### **TRI-COUNTY ICE ARENA**

Scott Horman, President of the Board of Directors of Appleton Ice, Inc., presented to the board an update on the Tri-County Ice Arena. Currently, Tri-County Ice Arena and Appleton Ice are working together to provide citizens with two skating rinks in this area. They have a Board of Directors consisting of nine members who volunteer their time for a term of three years. Mr. Horman reported that they have had a very successful first year. They were able to invest \$150,000.00 to improve the facility. Mr. Horman discussed the planned improvements that include lighting, interior painting, seating improvements and the parking lot. Overall he feels they have a good plan in place, a successful first year and the group feels that there is stability there. Mr. Horman thanked the many volunteers and user groups that assisted in the success of this facility. Mr. Horman took questions from the board. Many Supervisors expressed their thanks for the outstanding job he has done.

#### **AIRPORT AND OMNI ASSOCIATES TERMINAL/ADMINISTRATION BUILDING AVIATION BUSINESS CENTER UPDATE**

This item was pulled from the agenda and will be added to the November 17, 2015 agenda.

#### **ZONING REPORTS AND ORDINANCES**

Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from property owners, Fox Valley Huntsmen's & Fishermen's Club, Town of Omro, for a zoning change to A-2 General Agriculture for tax parcel no. 016-0540-01. Motion by Supervisor Egan and seconded to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 10/01/15 – A requested zoning change from R-1 Rural Residential, B-2 Community Business and A-2 General Agriculture to A-2 General Agriculture. Motion by Supervisor Egan and seconded by to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from property owners, Regis Blank, Thomas L. Blank, Barbara J. Lakoski and Kevin F. Lakoski, Town of Winchester, for a zoning change to R-2 for tax parcel nos. 028-0855-09 and 028-0855-11. Motion by Supervisor Kriescher and seconded to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 10/02/15 – A requested zoning change from A-2 General Agriculture to R-2 Suburban Low Density Residential. Motion by Supervisor Kriescher and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Report No. 003 – A report from the Planning & Zoning Committee regarding requested amendments to Chapter 23 of the Winnebago County General Code. Motion by Supervisor Egan and seconded to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 10-03-15 – A requested text amendment to the Winnebago County Zoning Code, Chapter 23. Motion by Supervisor Egan and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-04-15 – A request to adopt the recodified zoning ordinance of the Town of Rushford. Motion by Supervisor Egan and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-05-15 – A requested zoning change from A-2 Agricultural to R-1 Rural Residential for property owner, Leon Luker, Town of Black Wolf, for tax parcel nos. 004-0340-07 and 004-0340-08. Motion by Supervisor Keller and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-06-15 – A requested zoning change from R-1 Rural Residential to A-2 General Agriculture for property owner, James Zitzelsberger, Town of Black Wolf, for tax parcel no. 004-0441-01-01. Motion by Supervisor Keller and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-07-15 – A requested zoning change from A-2 General Farming to R-2 Suburban Residential for property owner, Ted Dominowski, Town of Clayton, for tax parcel no. 006-0653-04. Motion by Supervisor Youngquist and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-08-15 – A requested zoning change from A-2 General Farming to RR Rural Residential Recreational for property owner, Janet Keck, Town of Utica, for tax parcel no. 024-0100. Motion by Supervisor Egan and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-09-15 – A requested zoning change from A-2 General Farming to RR Rural Residential Recreational for property owner, Williams Family LLC, Town of Utica, for tax parcel no. 024-0472-01. Motion by Supervisor Egan and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

Amendatory Ordinance No. 10-10-15 – A requested zoning change from R-2 Rural Residential District - Subdivided to R-1 Rural Residential District - Nonsubdivided for property owner, Robin Schrage, Town of Vinland, for tax parcel no. 026-0550-05. Motion by Supervisor Farrey and seconded to accept. CARRIED BY VOICE VOTE. (Effective date: October 22, 2015)

## **RESOLUTIONS AND ORDINANCES**

### **RESOLUTION NO. 225-102015: AWARD THE SALE OF \$4,150,000 GENERAL OBLIGATION PROMISSORY NOTES**

**WHEREAS**, on September 15, 2015, the County Board of Supervisors of Winnebago County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the "Authorizing Resolution") authorizing the issuance and providing for the sale of general obligation promissory notes (the "Notes") in an amount not to exceed \$4,150,000 for the purpose of paying the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites and acquiring and installing

**WHEREAS**, pursuant to the Authorizing Resolution, the County Board of Supervisors heretofore has directed its financial advisor, Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes in the principal amount of \$4,150,000 to pay costs of the Project;

**WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice of Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered for public sale on October 20, 2015;

**WHEREAS**, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes to be published and/or announced and caused the Official Notice of Sale to be distributed to potential bidders offering the Notes for public sale;

**WHEREAS**, the County has duly received bids for the Notes as described on the Bid Tabulation attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

**WHEREAS**, it has been determined that the bid proposal (the "Proposal") submitted by the financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in the Official Notice of Sale and is deemed to be the most advantageous to the County. Baird has recommended that the County accept the Proposal. A copy of said Proposal submitted by such institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

**NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County that:  
Section 1A. Ratification of the Official Notice of Sale and Offering Materials. The County Board of Supervisors of the County hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the County and Baird in connection with the preparation and distribution of the Official Notice of Sale and any other offering materials are hereby ratified and approved in all respects.

Section 1B. Award of the Notes. The Proposal of the Purchaser offering to purchase the Notes for the sum set forth on the Proposal, is hereby accepted. The Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser shall be retained by the County

Treasurer until the closing of the note issue, and any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall bear interest at the rates set forth on the Proposal.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$4,150,000; shall be dated November 10, 2015; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2016. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2023 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on April 1, 2022 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2015 through 2024 for the payments due in the years 2016 through 2025 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

(C) Additional Funds. If at any time there shall be on hand insufficient funds from the aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite amounts shall be paid from other funds of the County then available, which sums shall be replaced upon the collection of the taxes herein levied.

Section 6. Segregated Debt Service Fund Account.

(A) Creation and Deposits. There be and there hereby is established in the treasury of the County, if one has not already been created, a debt service fund, separate and distinct from every other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt service or sinking funds established for obligations previously issued by the County may be considered as separate and distinct accounts within the debt service fund.

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for \$4,150,000 General Obligation Promissory Notes, dated November 10, 2015" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted

by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

(C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purposes shall be deposited in the Debt Service Fund Account.

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that the projects financed by the Notes and the ownership, management and use of the projects will not cause the Notes to be "private activity bonds" within the meaning of Section 141 of the Code. The County further covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the tax-exempt status of the interest on the Notes including, if applicable, the rebate requirements of Section 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Notes) if taking, permitting or omitting to take such action would cause any of the Notes to be an arbitrage bond or a private activity bond within the meaning of the Code or would otherwise cause interest on the Notes to be included in the gross income of the recipients thereof for federal income tax purposes. The County Clerk or other officer of the County charged with the responsibility of issuing the Notes shall provide an appropriate certificate of the County certifying that the County can and covenanting that it will comply with the provisions of the Code and Regulations.

(b) The County also covenants to use its best efforts to meet the requirements and restrictions of any different or additional federal legislation which may be made applicable to the Notes provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a reasonable period of time in which to comply.

Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the

Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or County Treasurer (the "Fiscal Agent").

Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Any Note may be transferred by the registered owner thereof by surrender of the Note at the office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal Agent shall cancel any Note surrendered for transfer.

The County shall cooperate in any such transfer, and the Chairperson and County Clerk are authorized to execute any new Note or Notes necessary to effect any such transfer.

Section 14. Record Date. The fifteenth day of each calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations previously executed on behalf of the County and on file in the County Clerk's office.

Section 16. Official Statement. The County Board of Supervisors hereby approves the Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by officers of the County in connection with the preparation of such Preliminary Official Statement and any addenda to it or Final Official Statement are hereby ratified and approved. In connection with the Closing, the appropriate County official shall certify the Preliminary Official Statement and any addenda or Final Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any addenda or Final Official Statement to be distributed to the Purchaser.

Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

To the extent required under the Rule, the Chairperson and County Clerk, or other officer of the County charged with the responsibility for issuing the Notes, shall provide a Continuing Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and terms of the County's Undertaking.

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Motion by Supervisor Rasmussen and seconded by Supervisor Farrey to approve. John Mehan, from Robert W. Baird, spoke in regard to a note sale that took place on October 20, 2015. The county received nine aggressive bids. The winning bid came from Raymond James Associates at an interest rate of 1.5681%. John reported that the county has an AA1 credit rating which reflects that the County's debts are well structured. Vote on Resolution: AYES: 34; NAYES: 1 - Smith; ABSTAIN: 0; EXCUSED: 1 – Brooks. CARRIED.

**RESOLUTION NO. 213-102015: Authorize the Withdrawal of Winnebago County from the State of Wisconsin Local Government Property Insurance Fund (LGPIF)**

WHEREAS, the Local Government Property Insurance Fund (LGPIF) program has notified Winnebago County that the renewal premium for 2016 will increase by roughly 87%; and

WHEREAS, this change is partially the result of Wisconsin state budget changes; and

WHEREAS, the Finance Department's insurance consultant has already requested quotes from three insurance companies and has received a low quote that would increase the premium by roughly 10% and lock that in for two years; and

WHEREAS, the Finance Department is also soliciting rate quotes from the Wisconsin County Mutual Insurance Company and the Wisconsin Municipal Mutual Insurance Company; and

WHEREAS, having already received a quote substantially less than that of the LGPIF, it makes sense to complete the process of withdrawing from the program; and

WHEREAS, withdrawal from the LGPIF program requires that the County Board pass a resolution to withdraw.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby withdraws from the LGPIF effective at the end of calendar year 2015.

Submitted by:

**PERSONNEL & FINANCE COMMITTEE**

Motion by Supervisor Rasmussen and seconded by Supervisor Farrey to approve. AYES: 34; NAYES: 1 – Singstock; ABSTAIN: 0; ABSENT: 1 – Brooks. CARRIED.

**RESOLUTION NO. 214-102015: Urge the Wisconsin Legislature to Transfer Jurisdiction of 17-Year-Old Delinquent Offenders Back into the Juvenile Justice System from the Adult Corrections System**

WHEREAS, Wisconsin is one of only nine states in which 17-year-old offenders fall under the jurisdiction of the adult corrections system; and

WHEREAS, 98% of crimes committed by 17-year-old offenders are insignificant or considered not serious; and

WHEREAS, 10,000 17-year-old offenders are moved into the adult corrections system each year and, as a result, these offenders have an adult criminal record; and

WHEREAS, having an adult criminal record will negatively impact future opportunities such as college and employment; and

WHEREAS, the brain development of a 17-year-old minor is not complete in the area of recognition, and this may have a the long-term impact of decisions he or she makes; and

WHEREAS, states that have moved 17-year-old offenders back into the juvenile justice system have exhibited reduced recidivism and costs; and

WHEREAS, on a trial basis, Outagamie County has successfully treated fifty-four (54) 17-year-old offenders under the juvenile justice system at little or no cost and with no repeat incidents. Additionally, the juvenile offenders are making restitution and receiving treatment.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby urges the Wisconsin State Senate and Wisconsin State Assembly to pass legislation to transfer jurisdiction of 17-year-old offenders back into the juvenile justice system from the adult corrections system.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to transmit a copy of this Resolution to the Office of Governor Scott Walker, to the Wisconsin Counties Association, and to all senators and legislators representing Winnebago County constituents.

Submitted by:  
LEGISLATIVE COMMITTEE

Motion by Supervisor Widener and seconded by Supervisor Finch to approve. Motion by Supervisor Eisen and seconded to amend the resolution to read as follows: "Be it further resolved that the Winnebago County Board of Supervisors urges the State of Wisconsin to partner with Wisconsin Counties to fund the transition from the State to County responsibilities."

Vote on Amendment – AYES: 12 – Konetzke, Eisen, Roh, Albrecht, Egner, Olson, Wingren, Norton, Robl, Singstock, Farrey and Kreischer; NAYES: 19; ABSTAIN: 4 – Kiel, Brewer, Hegg and Rasmussen; EXCUSED: 1 – Brooks. LOST.

Vote on Resolution – AYES: 20; NAYES: 8 – Harpt, Smith, Scherck, Albrecht, Lautenschlager, Norton, Singstock and Turner; ABSTAIN: 7 – Ramos, Kiel, Roh, Gabert, Brewer, Hegg and Rasmussen; EXCUSED: 1 – Brooks. CARRIED.

**RESOLUTION NO. 215-102015: Support Award of Knowles-Nelson Stewardship Program for Acquisition of a 166 Acre Parcel in the Town of Nepeuskun by Ducks Unlimited for Conservation and Public Recreational Purposes**

WHEREAS, the undersigned has been informed that the Department of Natural Resources has awarded fund grants to Ducks Unlimited for the acquisition of a 166 acre parcel in the Town of Nepeuskun for conservation and public recreational purposes; and

WHEREAS, Wisconsin State Statute s.23.0917(5t) provides that a County Board may adopt a resolution that supports or opposes land acquisitions funded by the Stewardship Program ; and

WHEREAS, the undersigned believe it would be in the best interests of Winnebago County to adopt a resolution which supports the acquisition of said parcel in the Town of Nepeuskun by Ducks Unlimited for conservation and public recreational purposes; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby declares its support of a grant by the Knowles-Nelson Stewardship Program to Ducks Unlimited for acquisition of a 166 acre parcel in the Town of Nepeuskun; and

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to transmit a copy of this resolution to Karen Blodgett at the Department of Natural Resources West Central Region.

Submitted by:  
DAVID W. ALBRECHT  
SUPERVISOR, DISTRICT 11

Motion by Supervisor Albrecht and seconded by Supervisor Farrey to approve. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Hegg.



## RESOLUTION NO. 216-102015: APPROVE VALUES OF TAX DEEDED PROPERTY

WHEREAS, Section 3.03(1)(a), of the General Code of Winnebago County requires that all tax deeded lands have their appraised value determined by the Personnel and Finance Committee and approved by the County Board of Supervisors: and

WHEREAS, the parcel numbers, descriptions and the suggested appraised values of said tax deeded properties are as follows:

TOWN OF ALGOMA  
Parcel No. 002-2215  
Honey Creek Rd & State Rd 21, Oshkosh  
Suggested Appraised Value \$50.00

TOWN OF CLAYTON  
Parcel No. 006-0895-04  
State Rd 76, Neenah  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-0011-03-01  
Honey Lou Ct, Appleton  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-0491-02  
N Lake St, Neenah  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-0582-09  
Glenview Dr, Neenah  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-0586-09  
Shreve Ln, Neenah  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-0851-02  
Grove St, Appleton  
Suggested Appraised Value \$50.00

TOWN OF MENASHA  
Parcel No. 008-4702  
Kimberly Dr, Neenah  
Suggested Appraised Value \$50.00

TOWN OF NEENAH  
Parcel No. 010-0294-20  
County Rd JJ, Neenah  
Suggested Appraised Value \$50.00

TOWN OF RUSHFORD  
Parcel No. 022-0475-08  
Island Ave, Omro  
Suggested Appraised Value \$50.00

TOWN OF RUSHFORD  
Parcel No. 022-0478-02  
Broadway Rd, Omro  
Suggested Appraised Value \$50.00

TOWN OF RUSHFORD  
Parcel No. 022-0702-02  
River Rd, Berlin  
Suggested Appraised Value \$50.00

TOWN OF VINLAND  
Parcel No. 026-0640-12  
Comanche Ln, Oshkosh  
Suggested Appraised Value \$50.00

TOWN OF WINNECONNE  
Parcel No. 030-0104  
Frontier Rd, Winneconne  
Suggested Appraised Value \$50.00

TOWN OF WINNECONNE  
Parcel No. 030-0338  
Under Water  
Suggested Appraised Value \$50.00

TOWN OF WINNECONNE  
Parcel No. 030-3022  
Whitetail Dr, Winneconne  
Suggested Appraised Value \$6,000.00

CITY OF OMRO  
Parcel No. 265-0251  
E Main St, Omro  
Suggested Appraised Value \$50.00

CITY OF OMRO  
Parcel No. 265-0645  
Lincoln Ave, Omro  
Suggested Appraised Value \$50.00

CITY OF MENASHA  
Parcel No. 701-0408  
Formerly 304 Third St, Menasha  
Suggested Appraised Value \$50.00

CITY OF MENASHA  
Parcel No. 701-0635  
Ninth & Warsaw, Menasha  
Suggested Appraised Value \$50.00

CITY OF MENASHA  
Parcel No. 702-0705  
800 Tayco St, Menasha

Suggested Appraised Value \$10,000.00

CITY OF MENASHA  
Parcel No. 705-0647  
816 Sheboygan St, Menasha  
Suggested Appraised Value \$10,000.00

CITY OF NEENAH  
Parcel No. 802-0618-03  
Byrd Ave, Neenah  
Suggested Appraised Value \$50.00

CITY OF NEENAH  
Parcel No. 802-0889-01  
Fiesta Ct, Neenah  
Suggested Appraised Value \$50.00

CITY OF NEENAH  
Parcel No. 802-1500  
Castle Oak, Neenah  
Suggested Appraised Value \$50.00

CITY OF NEENAH  
Parcel 805-0227  
211 Fifth St, Neenah  
Suggested Appraised Value \$25,000.00

CITY OF NEENAH  
Parcel 806-0770  
Melrose St, Neenah  
Suggested Appraised Value \$50.00

CITY OF NEENAH  
Parcel No. 806-0804-01  
Laurel Ct, Neenah  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 903-0312  
S Main St, Oshkosh  
Suggested Appraised Value \$1,000.00

CITY OF OSHKOSH  
Parcel 904-0305  
Pleasant St, Oshkosh  
Suggested Appraised Value \$3,500.00

CITY OF OSHKOSH  
Parcel No. 904-0347  
Formerly 331 E Parkway Ave, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 904-0527  
676 Grand St, Oshkosh  
Suggested Appraised Value \$35,000.00

CITY OF OSHKOSH  
Parcel No. 910-0514-01

Franklin Ave, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 910-0514-02  
Franklin Ave, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 910-0675  
Central St & Melvin Ave, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 911-0314  
Evans St, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 912-2442-01  
Arboretum Dr, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 912-2444-10  
Arboretum Dr, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 912-6100-01  
Western Dr, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 912-8200-01-05  
Ryf Rd & Edgewood Rd, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 912-8200-06  
Fraser Dr, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-07  
Fraser Dr, Oshkosh  
Suggested Appraised Value \$9,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-10  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$8,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-11  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-12

Hemlock Ct, Oshkosh  
Suggested Appraised Value \$8,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-13  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$9,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-01  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-02  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-03  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-04  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-05  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-07  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-09  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-10  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-11  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-14

Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-15  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-16  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-14-17  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-15  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-16  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-17  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-18  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-19  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$8,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-20  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 912-8200-21  
Hemlock Ct, Oshkosh  
Suggested Appraised Value \$7,000.00

CITY OF OSHKOSH  
Parcel No. 913-1512  
Maricopa Dr, Oshkosh  
Suggested Appraised Value \$50.00

CITY OF OSHKOSH  
Parcel No. 914-0812  
18<sup>th</sup> Ave & Delaware St, Oshkosh

Suggested Appraised Value \$1,000.00

CITY OF OSHKOSH

Parcel No. 915-1673

Formerly 2026 Mt Vernon St, Oshkosh

Suggested Appraised Value \$5,000.00

WHEREAS, the appraised value of said property as provided by the treasurer have been approved by the committee as is required by Section 3.03(1)(a) of the General Code of Winnebago County and is herewith submitted to the Winnebago County Board of Supervisors for approval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that is hereby approves the appraised values of the parcels of property listed above, which were acquired by the Winnebago County Treasurer for tax delinquency pursuant to an In Rem judgment.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Finch to approve. AYES: 35; NAYES: 0; ABSTAIN: 0; EXCUSED: 1 – Brooks. CARRIED.

**RESOLUTION NO. 217-102015: That the Winnebago County Board of Supervisors Abandon and Convey Approximately 1.4 Acres of Remnant County Highway Right of Way on CTH D to the Abutting Property Owner in Accordance with Wisconsin State Statutes 83.08(4) and 66.1005(1) and Authorize the Appropriate County Official to Sign the Quit Claim Deed**

WHEREAS, a number of years ago, the Winnebago County Highway Department reconstructed CTH D in the Town of Poygan. This project included re-alignments of the road in certain locations, which required right of way to be purchased, and

WHEREAS, the purchase of new right of way and constructing of the new alignment created a remnant parcel of right of way which has remained in the possession of the County Highway Department. The right of way in question serves no purpose to the County nor is it likely this parcel will ever be used by the County in the foreseeable future, and

WHEREAS, the abutting property owner has requested that Winnebago County abandon the former CTH D right of way and convey that remnant parcel to him via Quit Claim Deed; and

WHEREAS, the Wisconsin State Statutes provide process and direction as to how parcels of unused county right of way can be abandoned and conveyed, when appropriate, to abutting property owners. In this case, the abutting property owner owns both sides abutting the parcel in question.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby abandons and conveys a 1.4 acre parcel of remnant highway property right of way in the Town of Poygan, Winnebago County, which is described in the attached legal description which is made a part of this resolution by reference, to the abutting property owner, Tony Herbst, via a Quit Claim Deed to be signed by the appropriate County Officials and recorded in the Office of the Register of Deeds.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the appropriate County Officials to execute and sign a Quit Claim Deed to convey this parcel of land to the abutting property owner for \$1.00.

Submitted by:

HIGHWAY COMMITTEE

Motion by Supervisor Robl and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 218-102015: Convey a Parcel of Highway Right of Way Located Along the USH 41 Corridor to the Wisconsin Department of Transportation in Accordance with § 84.09(3)(b), Wis Stats, and Authorize the Appropriate County Official to Sign the Quit Claim Deed**

WHEREAS, in the 1930s Winnebago County purchased multiple parcels of property along the existing and future corridor of USH 41 for the purpose of future expansion of USH 41. Most of these parcels were purchased in fee title and some were access and easement right; and

WHEREAS, the purchase of these parcels was funded by the Wisconsin Department of Transportation (DOT). It was common at that time for the Wisconsin DOT to purchase right of way for highway projects from counties bordering the projects and for the properties to be "held in trust" for the state; and

WHEREAS, the Wisconsin DOT has statutory authority to require that counties convey these parcels "held in trust" back to the DOT upon the DOT's request at no cost to the DOT; and

WHEREAS, the Wisconsin DOT has issued an order that Winnebago County process a conveyance of one parcel bordering on the existing USH 41 corridor. The parcel in question is approximately 2.3 acres in size; and

WHEREAS, § 84.09(3)(b), Wis Stats, gives the Wisconsin DOT the authority to authorize and require parcels purchased by county governments and held in trust to be conveyed back to the DOT upon the request of the DOT.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the conveyance of one parcel USH 41 right of way located in the Town of Menasha, Winnebago County, Wisconsin, along the USH 41 corridor, which is described as is shown on the legal description, attached hereto as Appendix A, back to the Wisconsin Department of Transportation via a Quit Claim Deed to be signed by the appropriate Winnebago County officials and recorded in the Office of the Register of Deeds.

Submitted by:  
HIGHWAY COMMITTEE

Motion by Supervisor Robl and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 219-102015: Authorize a Project to Relocate Departments Within the Courthouse, Oshkosh Safety Building, and Otter Avenue County Administration Building at a Cost of \$6,665,000 and Finance the Project With the Issuance of General Obligation Debt**

WHEREAS, an extensive study has been completed to determine how to best use space and relocate several Winnebago County departments currently located in the Winnebago County Courthouse, Winnebago County Administration Building, and City of Oshkosh Safety Building; and

WHEREAS, an objective of the study was to determine which departments to remain in/relocate to the County Courthouse and which departments to relocate to the County Administration Building; and

WHEREAS, moving non-court related activities out of the courthouse will minimize the inconvenience of having the public go through security when it would not normally be necessary; and

WHEREAS, moving non-Court-related activities out of the courthouse will minimize the amount of time and employees needed to staff a security checkpoint; and

WHEREAS, by vacating the offices currently located in the City of Oshkosh Public Safety Building, Winnebago County will eliminate the associated annual rental cost of \$70,433; and

WHEREAS, the projected cost of this project is estimated to be \$6,665,000.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the appropriation of a sum of \$6,665,000 to a project to 1) remodel the Winnebago County Courthouse and the Winnebago County Administration Building; 2) relocate County operations out of the City of Oshkosh Public Safety Building; and 3) relocate several non-court related departments from the Courthouse to the County Administration Building.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes transfers from the General Fund to a capital project fund to achieve these relocation objectives with the General Fund being reimbursed from subsequent bond issues.

Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Roh and seconded by Supervisor Hegg to approve. AYES: 32; NAYES: 2 – Locke and Finch; ABSTAIN: 1 – Turner; EXCUSED: 1 – Brooks. CARRIED.

**RESOLUTION NO. 220-102015: Execute Intergovernmental Agreement between Winnebago County (Wittman Regional Airport) and City Of Oshkosh**

WHEREAS, City of Oshkosh desires to construct and maintain a storm water pipeline across and beneath a portion of Wittman Regional Airport; and

WHEREAS, Winnebago County and City of Oshkosh intend to execute an easement for said storm water pipeline; and

WHEREAS, the installation of said storm water pipeline is being constructed concurrently with the Taxiway B reconstruction project, with one construction management firm and one contractor providing coordination for both projects; and

WHEREAS, the Taxiway B reconstruction project is funded with Federal, State of Wisconsin DOT, and Winnebago County funds, and the storm water pipeline is funded entirely from City of Oshkosh funds; and

WHEREAS, funding sources from either project will not be comingled with those of the other; and

WHEREAS, City of Oshkosh understands the complexity of constructing and maintaining said storm water pipeline within the confines of the airport boundaries, and further understands and will comply with all airport rules and regulations throughout the duration of the agreed-to easement; and

WHEREAS, Wittman Regional Airport and City of Oshkosh have agreed to a payment schedule for the ability to locate said storm water pipeline across and underneath a portion of the Airport.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the execution, by the Winnebago County Executive and Winnebago County Clerk, of the Intergovernmental Agreement between Winnebago County and City of Oshkosh, attached herewith.

Submitted by:  
AVIATION COMMITTEE

Motion by Supervisor Warnke and seconded by Supervisor Gabert to approve. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 221-102015: Execute Easement Agreement between Winnebago County and City of Oshkosh for Storm Water Pipeline at Wittman Regional Airport**

WHEREAS, the City of Oshkosh desires an easement across and beneath Wittman Regional Airport property for the purpose of constructing, installing and maintaining a storm water pipeline to relieve pressure on the existing 20<sup>th</sup> Avenue storm water pipeline; and

WHEREAS, the installation of the new storm water pipeline across Wittman Airport in areas that do not affect aircraft operations is mutually beneficial to the City, the County, and the Airport; and

WHEREAS, the Aviation Committee has reviewed the attached easement agreement and believes that its execution would be in the best interests of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement agreement between Winnebago County and City of Oshkosh for the purpose of providing ingress and egress to, and installation and maintenance of, a storm water pipeline beneath Wittman Regional Airport property. The City of Oshkosh shall pay Winnebago County \$50,000 in consideration for said easement.

Submitted by:  
AVIATION COMMITTEE

Motion by Supervisor Warnke and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 222-102015: Authorize Execution of Airport Facilities Use Agreement Between Wittman Regional Airport and Oshkosh Corporation**

WHEREAS, Oshkosh Corporation desires to enter into an Airport Facilities Use Agreement with Winnebago County for a three (3) year period commencing on November 1, 2015, for the use of taxiways for testing trucks at the rate of \$165.00 per hour; and

WHEREAS, your undersigned Committee believes that said proposed lease is fair and that execution of said lease would be in the best interest of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution of an Airport Facilities Use Agreement between Wittman Regional Airport and Oshkosh Corporation for a three (3) year term pursuant to those provisions as provided in the proposed lease agreement, a copy of which may be obtained from the Airport Director or the Winnebago County Corporation Counsel's office. Said lease is incorporated by reference as part of this resolution.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute said lease.

Submitted by:  
AVIATION COMMITTEE

Motion by Supervisor Warnke and seconded by Supervisor Gabert to approve. AYES: 34; NAYES: 1 – Hegg; ABSTAIN: 0; EXCUSED: 1 – Brooks. CARRIED.

**RESOLUTION NO. 223-102015: Execute Easement Agreement between Winnebago County and Wisconsin Public Service**

WHEREAS, Wisconsin Public Service Corporation (WPS) desires an easement across and beneath Wittman Regional Airport property for the purpose of constructing, installing and maintaining a natural gas main pipeline to service the Aviation Business Park; and

WHEREAS, the Aviation Committee has reviewed the attached easement agreement and believes that its execution would be in the best interests of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement agreement between Winnebago County and Wisconsin Public Service Corporation (WPS) for the purpose of providing ingress and egress to, and maintenance of, a natural gas main beneath Wittman Regional Airport property.

Submitted by:  
**AVIATION COMMITTEE**

Motion by Supervisor Warnke and seconded by Supervisor Gabert to approve. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 224-102015: Execute Easement Agreement between Winnebago County and Wisconsin Public Service**

WHEREAS, Wisconsin Public Service Corporation (WPS) desires an easement across and beneath Wittman Regional Airport property for the purpose of removing existing overhead electrical lines, and installing and maintaining an underground electrical distribution line to service facilities owned by CR Meyer & Sons; and

WHEREAS, the Aviation Committee has reviewed the attached easement agreement and believes that its execution would be in the best interests of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached easement agreement between Winnebago County and Wisconsin Public Service Corporation (WPS) for the purpose of providing ingress and egress to, and maintenance of, an electrical distribution line beneath Wittman Regional Airport property.

Submitted by:  
**AVIATION COMMITTEE**

Motion by Supervisor Warnke and seconded by Supervisor Egan to approve. CARRIED BY VOICE VOTE.

Motion by Supervisor Robl and seconded to adjourn until the October 26, 2015 budget meeting at 6:00 p.m. The meeting was adjourned at 7:55 p.m.

Submitted by:  
Julie A. Barthels  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held October 20, 2015.

Julie A. Barthels  
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD  
ANNUAL BUDGET SESSION  
OCTOBER 26, 27 and 28, 2015**

Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Koneczke, Barker, Harpt, Eisen, Ramos, Kiel, Roh, Smith, Widener, Scherck, Albrecht, Gabert, Egner, Thompson, Olson, Brewer, Hardy, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher.

Excused: Turner.

Motion by Supervisor Robl and seconded to adopt tonight's agenda. CARRIED BY VOICE VOTE.

**PUBLIC HEARING**

No one addressed the board.

**COMMUNICATIONS, PETITIONS, ETC.**

The following resolutions were submitted:

- Outagamie County Resolution No. 48-2015-16: opposes legislation regarding discriminating against employees, contractors, interns or volunteers for refusing to be vaccinated against seasonal influenza.
- Outagamie County Resolution No. 49-2015-16: supports legislation that will require special packaging for liquid nicotine.
- Price County Resolution 56-15: Supporting the Funding of Pay Progression for Assistant District Attorneys and Creation and Funding of Additional Assistant District Attorney Positions

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

There were no reports.

**COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Albrecht announced that Supervisor Turner is excused from tonight's meeting and Supervisor Snider will be arriving late.

**RESOLUTIONS & ORDINANCES**

**RESOLUTION NO. 226-102015:**      **Adopt 2016 Annual Budget**  
Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded to adopt.

Executive Mark Harris then began his presentation of the 2016 budget.

At 8:04 p.m., a motion was made by Supervisor Finch and seconded to adjourn until 8:30 a.m. on Tuesday, October 27, 2015. Voice vote – LOST.

Executive Mark Harris continued his budget presentation.

Motion by Supervisor Gabert and seconded to adjourn until 8:30 a.m. on Tuesday, October 27, 2015. CARRIED BY VOICE VOTE.

The meeting was adjourned at 8:30 p.m.

**ANNUAL BUDGET SESSION  
TUESDAY, OCTOBER 27, 2015**

Chairman David Albrecht called the meeting to order at 8:30 a.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Koneczke, Barker, Eisen, Roh, Smith, Widener, Scherck, Albrecht, Gabert, Egner, Thompson, Olson, Brewer, Wingren, Lautenschlager, Warnke, Robl, Singstock, Brooks, Locke, Hegg,



Finch, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Harpt, Ramos, Kiel, Norton, Turner and Youngquist.

Motion by Supervisor Robl and seconded to approve the agenda. CARRIED BY VOICE VOTE.

### **PUBLIC HEARING**

No one addressed the board.

### **COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Albrecht announced that Supervisors Harpt, Ramos, Kiel, Norton, Turner and Youngquist are excused from today's meeting.

### **REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

There were no reports.

### **2016 BUDGET PRESENTATION**

Chuck Orenstein, Winnebago County Finance Director, began the presentation of the 2016 budget. At 8:40 a.m., Executive Harris took over the budget presentation.

Chairman Albrecht called for a brief recess at 10:30 a.m. The meeting reconvened at 10:50 a.m.

Executive Harris continued his presentation of the 2016 budget.

At 11:53 a.m., Chairman Albrecht adjourned for the Student Government Day Luncheon at the Elks Club.

At approximately 1:00 p.m., Chairman Albrecht met with the students in the County Board Room who were in attendance as part of Student Government Day at Winnebago County. Chairman Albrecht explained the county's budget process to the students and then had them participate by discussing and voting on various issues.

Chairman Albrecht dismissed the students at approximately 1:30 p.m.

Chairman Albrecht called the meeting back to order at approximately 1:35 p.m.

The following Supervisors were present: Konetzke, Barker, Eisen, Roh, Smith, Widener, Scherck, Albrecht, Gabert, Egner, Thompson, Olson, Hardy, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Locke, Hegg, Finch, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Harpt, Ramos, Kiel, Brewer, Turner, and Youngquist.

Executive Harris concluded his presentation of the 2016 budget.

Motion by Supervisor Farrey and seconded to adjourn until 8:30 a.m. tomorrow, Wednesday, October 28, 2015. CARRIED BY VOICE VOTE. The meeting was adjourned at 3:30 p.m.

### **ANNUAL BUDGET SESSION** **WEDNESDAY, OCTOBER 28, 2015**

Chairman David Albrecht called the meeting to order at 8:30 a.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

The meeting was opened with the Pledge of Allegiance and an invocation by Supervisor Locke.

The following Supervisors were present: Konetzke, Barker, Eisen, Ramos, Roh, Smith, Widener, Scherck, Albrecht, Gabert, Egner, Thompson, Olson, Brewer, Hardy, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Locke, Hegg, Finch, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Harpt, Kiel, Turner and Youngquist.

Motion by Supervisor Robl and seconded to approve the agenda. CARRIED BY VOICE VOTE.

### **PUBLIC HEARING**

Eric Fowle, Executive Director of East Central Wisconsin Regional Planning Commission (ECWRPC), spoke in support of ECWRPC and asked that the Board not pass an amendment to the 2016 budget that would remove the funding for the county's membership to this organization.

**AMENDMENTS TO RESOLUTION NO. 226-102015**

**AMENDMENT (1):     Add 250,000 to the Facilities and Property Management Department's Budget to Demolish the Huber Facility and Relocate Any Additional Fiber Cable and Switches That Are Necessary For County Operations**

WHEREAS, the Winnebago County Huber Facility has been vacant for many years; and

WHEREAS, options to sell or lease the building or use the building as a storage facility have either been unsuccessful or proven to be unfeasible; and

WHEREAS, potential renovation costs to bring the facility up to Wisconsin Department of Corrections Codes, so as to allow the facility to be used for Corrections' purposes, have proven to be unreasonable and financially unfeasible; and

WHEREAS, it would be excessively costly to remodel the facility to be used for some type of human services program purpose; and

WHEREAS, a private company had shown an initial interest in the facility for use as a drug rehabilitation center, however, that company never made contact with Winnebago County after touring the facility; and

WHEREAS, the Huber Facility has no value at the present time to Winnebago County and the expenses to maintain the facility will only increase as it continues to age.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to add \$250,000 to the budget of the Facilities and Property Management Department Account Number 54020 (Maintenance Buildings), on Page 198 of the Winnebago County Budget, for the purpose of demolishing the Winnebago County Huber Facility and relocating any additional fiber cables and switches that are housed at that building that are necessary for County operations.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense increase shall be offset by a reduction to the General Fund Undesignated Fund Balance.

Submitted by:

Harold Singstock, District 23

Larry Lautenshlager, District 19

Michael Norton, District 20

Motion by Supervisor Singstock and seconded to adopt.

Supervisor Eisen called for a point of order regarding County Board Rule 4.3, "....The Board shall by a majority vote accept the report of the Finance Director to correct the errors in the Budget."

Motion by Supervisor Eisen and seconded to accept the Finance Director's Executive Budget Book 2016 – Corrections and Changes Report. CARRIED BY VOICE VOTE.

Supervisor Singstock continued with his presentation of Amendment (1).

Motion by Supervisor Eisen and seconded to refer this amendment to the Facilities and Property Management Committee.

John Bodnar, Corporation Counsel, explained that Supervisor Eisen's motion is out of order at a budget session.

Vote on Amendment (1) – Ayes: 26. Nays: 4 – Barker, Wingren, Warnke and Farrey. Abstain: 1 – Brooks. Excused: 5 – Harpt, Eisen, Kiel, Turner and Youngquist. CARRIED.

**AMENDMENT (2):     Add \$2,000 to the Highway Department's 2016 Budget for the Purpose of Grading the Tri-County Ice Arena's Parking Lot**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to add \$2,000 to the Highway Department's 2016 Budget, Account Number 74021 (Maintenance Grounds), on Page 299 of the 2016 Winnebago County Budget, for the purpose of grading the Tri-County Ice Arena's Parking Lot.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense increase shall be offset by a reduction to the General Fund Balance.

Submitted by:

Bill Wingren, District 18

Motion by Supervisor Wingren and seconded to adopt.

Motion by Supervisor Rasmussen and seconded to amend the amount in this Amendment to \$3,000. CARRIED BY VOICE VOTE. (Supervisor Warnke voted no.)

Vote on Amendment as amended – Ayes: 24. Nays: 7 – Albrecht, Gabert, Thompson, Olson, Warnke, Locke and Keller. Abstain: 1 – Hardy. Excused: 4 – Harpt, Kiel, Turner and Youngquist. CARRIED.

**AMENDMENT (3): Delete \$15,000 from the 2016 Winnebago County Budget for the Lake Coordinator Position**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$15,000 from the Miscellaneous and Unclassified Fund, Account Number 53565 (Operating Grants), on Page 521 of the 2016 Winnebago County Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by a reduction to the General Fund Balance applied.

Submitted by:

Chuck Farrey, District 30

Tom Snider, District 35

Larry Kriescher, District 36

Guy Hegg, District 27

Jerry Finch, District 28

Motion by Supervisor Farrey and seconded to adopt. Ayes: 20. Nays: 11 – Konetzke, Barker, Eisen, Widener, Egner, Thompson, Hardy, Wingren, Norton, Locke and Keller. Excused: 5 – Harpt, Kiel, Brewer, Turner and Youngquist. CARRIED.

**AMENDMENT (4): Delete \$100,000 From the Airport's 2016 Budget for the Backup Air Conditioner in the Control Tower**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$100,000 from the Airport's 2016 Budget, Account Number 58002 (Improvements), on Page 283 of the 2016 Winnebago County Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by a reduction to the Airport Fund Balance applied.

Submitted by:

Joel Rasmussen, District 31

Maribeth Gabert, District 12

Claud Thompson, District 14

Kenn Olson, District 15

Motion by Supervisor Rasmussen and seconded to adopt.

Ayes: 23. Nays: 8 – Konetzke, Eisen, Egner, Wingren, Norton, Warnke, Locke and Keller. Excused: 5 – Harpt, Kiel, Brewer, Turner and Youngquist. CARRIED.

**AMENDMENT (5): End Winnebago County's Relationship with "The Aviators" Television Program**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$26,000 from the Airport's 2016 Budget, Account Number 53505 (Promotions Airport), on Page 283 of the 2016 Winnebago County Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by a reduction to the Tax Levy Fund.

Submitted by:

Guy Hegg, District 27

Motion by Supervisor Hegg and seconded to adopt.

Motion by Supervisor Olson and seconded to leave the \$26,000 in the Airport's 2016 budget. John Bodnar, Corporation Counsel, explained that this motion is not appropriate, because to leave the money in the Airport's budget the supervisor only needs to vote against Amendment (5). Supervisor Olson explained that his intention is to leave the \$26,000 in the Airport's budget, but that it not be used for "The Aviators" television program. Mr. Bodnar explained that cannot be done as an amendment to budget, but would need to be handled as a separate resolution.

After further discussion, the amendment was WITHDRAWN BY SUPERVISOR HEGG.

**AMENDMENT (6): Eliminate \$30,000 of Surplus in General Services Fund by Reducing Charges to User Departments**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$30,000 to the General Services Department's 2016 Budget, Account Number 65014 (Photocopy Revenue), on Page 163 of the 2016 Winnebago County Budget, as the result of reducing charges to

user departments.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such revenue reduction shall be a direct result of expense reductions from various departments due to decrease in user charges.

Submitted by:

Guy Hegg, District 27

**WITHDRAWN BY SUPERVISOR HEGG.**

**AMENDMENT (7): Delete \$206,873 from the 2016 Winnebago County Budget and End Winnebago County's Relationship with the East Central Wisconsin Regional Planning Commission**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$206,873 from the Miscellaneous and Unclassified Fund, Account Number 53565 (Operating Grants), on Page 521 of the 2016 Winnebago County Budget, for the purpose of ending Winnebago County's relationship with the East Central Wisconsin Regional Planning Commission.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by a reduction to the General Fund Balance applied.

Submitted by:

Guy Hegg, District 27

Maribeth Gabert, District 12

**WITHDRAWN BY SUPERVISOR HEGG.**

**AMENDMENT (8): Reduce the Reserve Contingency Fund by \$100,000**

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2016 Winnebago County General Budget so as to delete \$100,000 from the Miscellaneous and Unclassified Fund, Account Number 59502 (Reserve Contingencies), on Page 522 of the 2016 Winnebago County Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by a reduction in the Tax Levy Fund.

Submitted by:

Guy Hegg, District 27

**WITHDRAWN BY SUPERVISOR HEGG.**

**Resolution No. 226-102015: Adopt 2016 Annual Budget**

BE IT RESOLVED by the Winnebago County Board of Supervisors that the 2016 Annual County Budget, a copy of which is incorporated herein by reference, be and same is hereby adopted.

Submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Motion by Supervisor Albrecht and seconded to adopt Resolution No 226-102015 and the 2016 Budget as amended. Ayes: 29. Nays: 1 – Thompson. Excused: 6 – Harpt, Kiel, Brewer, Turner, Hegg and Youngquist.

CARRIED. (After the vote was taken, Supervisor Thompson stated he had meant to vote "aye", so the vote was corrected to Ayes: 30. Nays: 0. Excused: 6 – Harpt, Kiel, Brewer, Turner, Hegg and Youngquist. CARRIED.

Motion by Supervisor Robl and seconded to adjourn until November 17, 2015. CARRIED BY VOICE VOTE. The meeting was adjourned at 10:35 a.m.

Respectfully submitted:

Susan T. Ertmer

Winnebago County Clerk

State of Wisconsin)

County of Winnebago) ss

I, Susan T. Ertmer, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their budget hearings held October 26, 27 and 28, 2015.

Susan T. Ertmer

Winnebago County Clerk

MARK L. HARRIS  
County Executive

112 OTTER AVE., P. O. BOX 2808  
OSHKOSH, WISCONSIN 54903-2808



**Winnebago County**  
Office of the County Executive

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

**TO:** Members of the Winnebago County Board  
**FROM:** Mark L. Harris  
**DATE:** November 17, 2015  
**SUBJECT:** Appointment to the **BOARD OF HEALTH**

Subject to your approval, I am hereby making the following appointment to the **BOARD OF HEALTH**.

**Paula McNiel**  
**University of Wisconsin Oshkosh**  
**College of Nursing**  
**800 Algoma Blvd.**  
**Oshkosh, WI. 54901**

This is a two (2) year term which will expire July 1, 2017.

Thank you in advance for your favorable consideration of this appointment.

  
Mark L. Harris, County Executive

MLH/jpf  
CC: County Clerk  
Public Health

MARK L. HARRIS  
County Executive

112 OTTER AVE., P. O. BOX 2808  
OSHKOSH, WISCONSIN 54903-2808



**Winnebago County**  
Office of the County Executive

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

**TO:** Members of the Winnebago County Board  
**FROM:** Mark L. Harris  
**DATE:** November 17, 2015  
**SUBJECT:** Appointment to the **FOX VALLEY WORKFORCE  
DEVELOPMENT BOARD, INC.**

Subject to your approval, I am hereby making the following appointment to the **FOX VALLEY  
WORKFORCE DEVELOPMENT BOARD, INC.**

**Amanda Kopetsky  
HR Director  
Bemis North America  
2200 Badger Avenue  
Oshkosh, WI. 54904**

This is a three (3) year term which will expire June 30, 2018.

Thank you in advance for your favorable consideration of this appointment.

  
Mark L. Harris, County Executive

MLH/jpf  
CC: County Clerk  
Fox Valley Workforce Development Board, Inc.

MARK L. HARRIS  
County Executive

112 OTTER AVE., P. O. BOX 2808  
OSHKOSH, WISCONSIN 54903-2808



**Winnebago County**  
Office of the County Executive

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

**TO:** Members of the Winnebago County Board  
**FROM:** Mark L. Harris  
**DATE:** November 17, 2015  
**SUBJECT:** Appointment to the **WINNEBAGO COUNTY HOUSING AUTHORITY**

Subject to your approval, I am hereby making the following appointment to the **WINNEBAGO COUNTY HOUSING AUTHORITY**.

**Pat Bird**  
**600 W. Packer Ave. #320**  
**Oshkosh, WI. 54901**

This is a five (5) year term which will expire April 21, 2020.

Thank you in advance for your favorable consideration of this appointment.

  
Mark L. Harris, County Executive

MLH/jpf  
CC: County Clerk  
Winnebago County Housing Authority

MARK L. HARRIS  
County Executive

112 OTTER AVE., P. O. BOX 2808  
OSHKOSH, WISCONSIN 54903-2808



**Winnebago County**  
Office of the County Executive

OSHKOSH (920) 232-3450  
FOX CITIES (920) 727-2880  
FAX (920) 232-3429

**TO:** Members of the Winnebago County Board

**FROM:** Mark L. Harris

**DATE:** November 17, 2015

**SUBJECT:** Appointments to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**

Subject to your approval, I am hereby making the following appointments to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**.

**Lurton Blassingame**  
1926 E. Murdock Ave.  
Oshkosh, WI. 54901

**Jeff Jensen**  
670 S. 5<sup>th</sup> Avenue  
Winneconne, WI. 54986

Mr. Jensen will replace Theo Kniggee whose term has expired.

These are three (3) year terms which will expire December 31, 2018.

Thank you in advance for your favorable consideration of these appointments.

  
Mark L. Harris, County Executive

MLH/jpf  
CC: County Clerk  
Winnefox Library System Board of Trustees



**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2015-ZC-3350 filed with the County Clerk by:

VAN BOMMEL, DANIEL ; VAN BOMMEL, JESSICA Town of WINCHESTER and referred to the Planning and Zoning Committee on 10/20/2015 and

WHEREAS, a Public Hearing was held on 10/21/2015, pursuant to mailed and published notice as provided by as on the following:

<b>PROPERTY INFORMATION</b>			
Owner(s) of Property: <b>VAN BOMMEL, DANIEL ; VAN BOMMEL, JESSICA</b>		Agent(s):	
Tax Parcel Number: <b>028-0887, 028-0886</b>		Location of Premises Affected: <b>7303 &amp; 7305 COUNTY RD M WINNECONNE, WI 54986</b>	
Legal Description: <b>Being all of the SE 1/4 of the SE 1/4 and all of Government Lot 3, Section 33, Township 20 North, Range 15 East, Town of Winchester, Winnebago County, Wisconsin.</b>			
Sewer District: Existing		<b>X Required</b>	Municipal
			<b>X Private System</b>
Overlay District: Airport		SWDD	<b>X Shoreland</b>
Microwave		<b>X Wetlands</b>	<b>X Floodplain</b>

WHEREAS,  
Applicant is requesting a rezoning to A-2 General Agriculture without Floodplain & Wetlands,

And

WHEREAS, the Town of WINCHESTER did not respond,

And

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

The Town of WINCHESTER has Not Responded. Town action is advisory due to shoreland jurisdiction.

*Town findings for were as follows:*

*County findings for were as follows:*

- 1) The Town of Winchester has not responded. Town action is advisory due to shoreland jurisdiction.
- 2) There were no objections.
- 3) 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].

\_\_\_\_\_  
For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 11/01/15**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2015-ZC-3350 as follows:

Being all of the SE 1/4 of the SE 1/4 and all of Government Lot 3, Section 33, Township 20 North, Range 15 East, Town of Winchester, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture with Floodplain & Wetlands,

TO: A-2 General Agriculture without Floodplain & Wetlands,

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

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

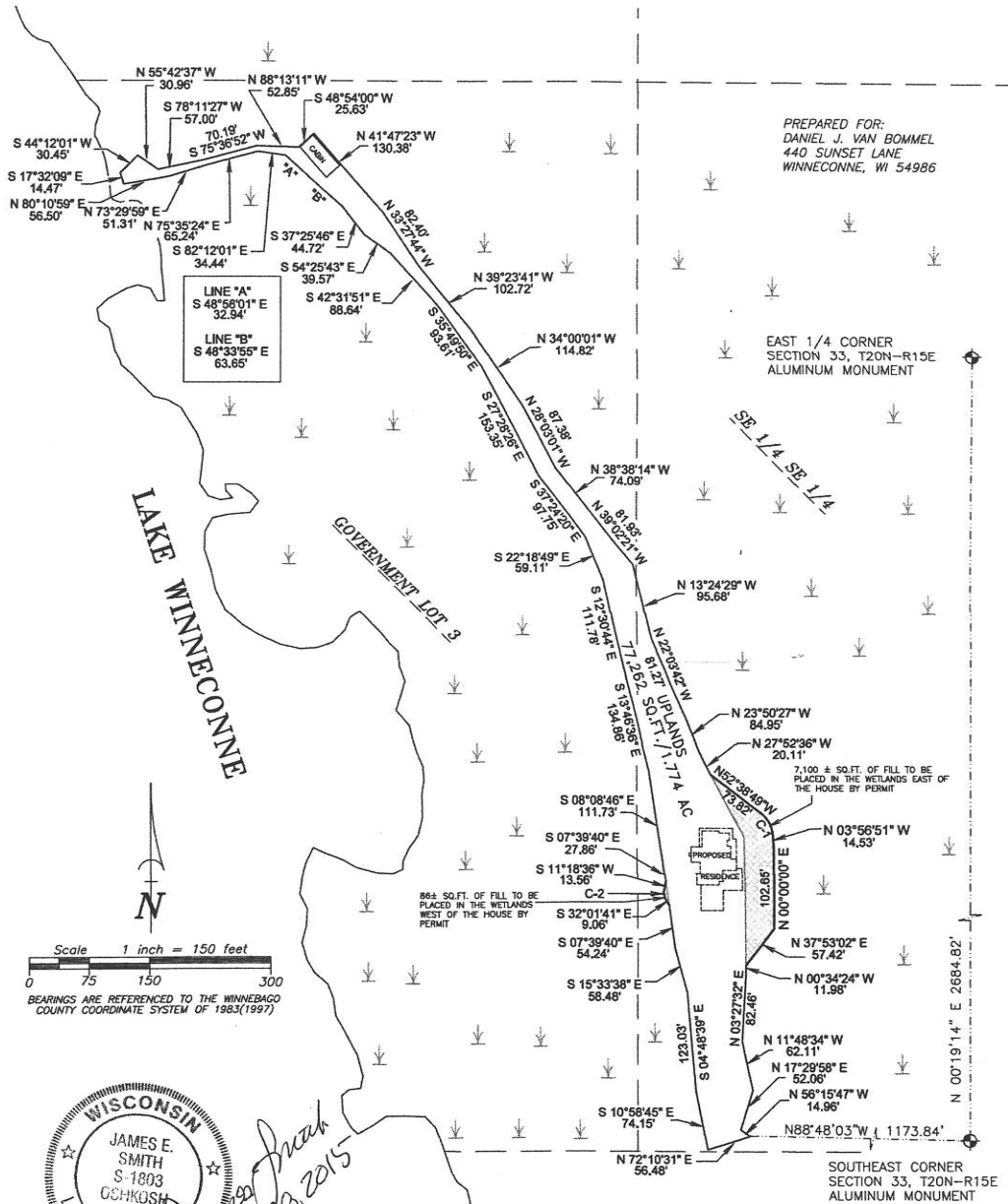
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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

County Board Supervisory district 36

# UPLAND / WETLAND BOUNDARY MAP

PART OF GOVERNMENT LOT 3 AND PART OF THE SOUTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN.



Curve	Radius	Delta	Length	Chord Bearing	Chord
1	38.00'	058°08'34"	38.56'	N 29°04'17.0" W	36.93'
2	24.00'	023°15'55"	9.75'	S 11°37'57.5" E	9.68'

Martenson & Eisele, Inc.

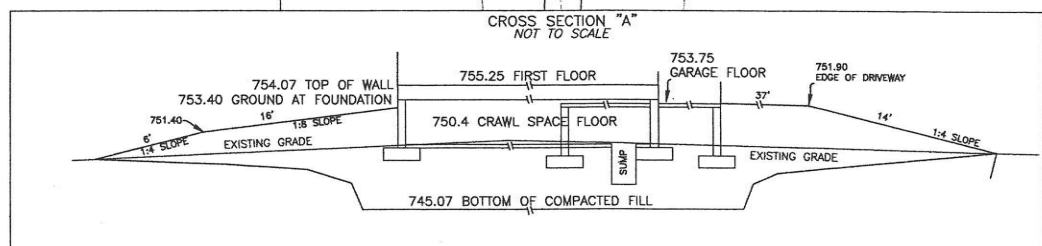


109 West Main Street  
Omro, WI 54963  
www.martenson-eisele.com  
P 920.685.6240 F 920.685.6340

Planning  
Environmental  
Surveying  
Engineering  
Architecture

PROJECT NO. 0-1855-002  
FILE 1855002WETLANDSDESCRIPTION.DWG  
THIS INSTRUMENT WAS DRAFTED BY: DSL

PART OF THE SOUTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN.



m.e.

Planning  
Environmental  
Surveying  
Engineering  
Architecture

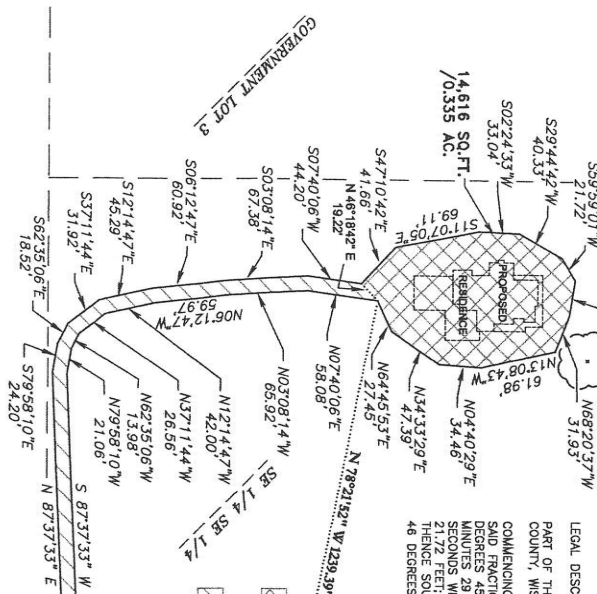
THIS INSTRUMENT WAS DRAFTED BY: DSL

*LANDS TO BE MAPPED OUT OF THE  
SPECIAL FLOOD HAZARD AREAS*

LANDS TO BE MAPPED OUT OF THE  
SPECIAL FLOOD HAZARD AREAS

LEGAL DESCRIPTION OF LANDS FILED TO A MINIMUM OF 2' ABOVE THE 100 YEAR FLOOD PLAN PART OF THE SOUTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH EAST CORNER OF SAID SECTION 23; THENCE NORTH 50 DEGREES 19 MINUTES 14 SECONDS EAST 26.07 FEET; ALONG THE EAST LINE 60 SAID FRACTIONAL SOUTHEAST 1/4; THENCE NORTH 78 DEGREES 21 MINUTES 52 SECONDS WEST 1239.39 FEET; TO THE POINT OF BEGINNING; THENCE NORTH 64 DEGREES 45 MINUTES 53 SECONDS EAST 27.45 FEET; THENCE NORTH 33 MINUTES 29 SECONDS WEST 61.91 FEET; THENCE NORTH 64 DEGREES 45 MINUTES 53 SECONDS EAST 34.46 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 43 SECONDS WEST 61.98 FEET; THENCE NORTH 20 DEGREES 37 MINUTES 29 SECONDS EAST 34.46 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 43 SECONDS WEST 61.98 FEET; THENCE SOUTH 59 DEGREES 59 MINUTES 01 SECONDS WEST 31.33 FEET; THENCE NORTH 80 DEGREES 53 MINUTES 27.45 SECONDS WEST 28.88 FEET; THENCE SOUTH 59 DEGREES 59 MINUTES 01 SECONDS WEST 31.33 FEET; THENCE NORTH 29 DEGREES 44 MINUTES 42 SECONDS WEST 40.53 FEET; THENCE SOUTH 02 DEGREES 42 MINUTES 43 SECONDS WEST 31.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 43 SECONDS EAST 99.1 FEET; THENCE SOUTH 02 DEGREES 42 MINUTES 43 SECONDS WEST 31.04 FEET; THENCE NORTH 11 DEGREES 48 MINUTES 43 SECONDS EAST 99.1 FEET; TO THE POINT OF BEGINNING; CONTAINING 1,416.0 SQ. FT./0.325 ACRES.



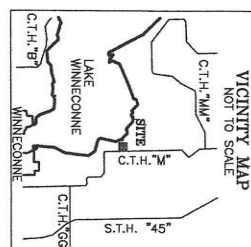
LANDS FILLED A MINIMUM OF 2' ABOVE THE 100 YEAR FLOOD PLAN ELEVATION TO A MINIMUM OF 752.40



FLOOD PLAIN LIMITS PER  
ND COUNTY MAPPING

LANDS ABOVE FLOOD PLAIN

EAST 1/4 CORNER  
SECTION 33, T20N-R15E  
ALUMINUM MONUMENT



C.T.H. "M"

# SURVEYOR'S CERTIFICATE

I JAMES E. SMITH, HEREBY CERTIFY THAT THE LANDS MAPPED AS SHOWN ARE ABOVE THE 100 YEAR FLOOD, AND IS CONTIGUOUS TO LANDS NOT IN THE 100 YEAR FLOOD PLAIN.

Amos E. Mick  
Wisconsin Professional Land Surveyor  
Aug 28, 2015  
Date

**Martenson & Eisele, Inc.**

**Environmental  
Surveying  
Engineering  
Architecture**

109 West Main Street  
Omro, WI 54963  
www.martenson-elsale.com  
P 920.685.6240 F 920.685.6340

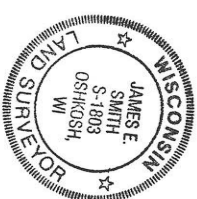
Planning  
Environmental  
Surveying  
Engineering  
Architecture

LEGAL DESCRIPTION OF DRY LAND ACCESS AND LANDS FILLED 2 FEET ABOVE THE 100 YEAR FLOOD PLAIN

PART OF THE SOUTHEAST 1/4 OF THE FRACTIONAL SOUTHEAST 1/4 OF SECTION 33, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCE AT THE S.W. CORNER OF S&D SECTION 33. THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS EAST 14.07 FEET, ALONG THE EAST LINE OF SAID FRACTIONAL SOUTHEAST 1/4, TO THE POINT OF BEGINNING, THENCE NORTH 00 DEGREES 19 MINUTES 14 SECONDS EAST 12.00 FEET, ALONG THE SAID EAST LINE, THENCE N88 DEGREES 54 MINUTES 49 SECONDS WEST 310.59 FEET; THENCE SOUTH 88 DEGREES 44 MINUTES 36 SECONDS WEST 194.07 FEET; THENCE NORTH 88 DEGREES 56 MINUTES 08 SECONDS WEST 166.20 FEET; THENCE NORTH 87 DEGREES 13 MINUTES 41 SECONDS EAST 170.67 FEET; THENCE SOUTH 87 DEGREES 37 MINUTES 33 SECONDS WEST 312.46 FEET; THENCE NORTH 79 DEGREES 58 MINUTES 10 SECONDS WEST 211.08 FEET; THENCE NORTH 62 DEGREES 35 MINUTES 06 SECONDS WEST 139.96 FEET; THENCE NORTH 42 DEGREES 05 MINUTES 58.97 FEET; THENCE NORTH 35 DEGREES 08 MINUTES 32 SECONDS WEST 65.92 FEET; THENCE NORTH 00 DEGREES 40 MINUTES 08 SECONDS EAST 68.08 FEET; THENCE NORTH 64 DEGREES 46 MINUTES 45 MINUTES 53 SECONDS EAST 22.46 FEET; THENCE NORTH 34 DEGREES 33 MINUTES 29 SECONDS EAST 47.39 FEET; THENCE NORTH 04 DEGREES 40 MINUTES 29 SECONDS EAST 34.46 FEET; THENCE NORTH 13 DEGREES 08 MINUTES 44 MINUTES 34 SECONDS WEST 28.88 FEET; THENCE NORTH 68 DEGREES 20 MINUTES 37.21 FEET; THENCE SOUTH 29 DEGREES 44 MINUTES 44 SECONDS WEST 40.33 FEET; THENCE SOUTH 02 DEGREES 36 MINUTES 01 SECONDS WEST 21.92 FEET; THENCE SOUTH 29 DEGREES 44 MINUTES 44 SECONDS WEST 40.33 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 11 SECONDS WEST 11.42 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 06 SECONDS WEST 44.25 FEET; THENCE SOUTH 01 DEGREES 01 MINUTES 11 SECONDS WEST 11.42 FEET; THENCE SOUTH 07 DEGREES 40 MINUTES 06 SECONDS WEST 44.25 FEET; THENCE SOUTH 12 DEGREES 14 MINUTES 41 SECONDS EAST 45.29 FEET; THENCE SOUTH 37 DEGREES 11 MINUTES 32 SECONDS EAST 31.92 FEET; THENCE SOUTH 62 DEGREES 35 MINUTES 06 SECONDS EAST 18.52 FEET; THENCE SOUTH 79 DEGREES 58 MINUTES 10 SECONDS EAST 24.20 FEET; THENCE NORTH 87 DEGREES 37 MINUTES 33 SECONDS EAST 170.67 FEET; THENCE SOUTH 87 DEGREES 13 MINUTES 41 SECONDS EAST 170.30 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 08 SECONDS EAST 166.33 FEET; THENCE NORTH 88 DEGREES 44 MINUTES 36 SECONDS EAST 194.18 FEET; THENCE SOUTH 88 DEGREES 54 MINUTES 49 SECONDS EAST 310.40 FEET TO THE POINT OF BEGINNING, CONTAINING 31.946 ACRES SOUTHWEST 1/3, 0.733 ACRES.

PROJECT NO. 0-1287-002  
FILE 1855002FEMA.DWG  
THIS INSTRUMENT WAS DRAFTED BY: DSL





○ = SITE

**Application #15-ZC-3350**

Date of Hearing:

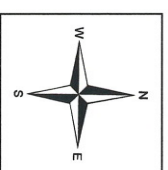
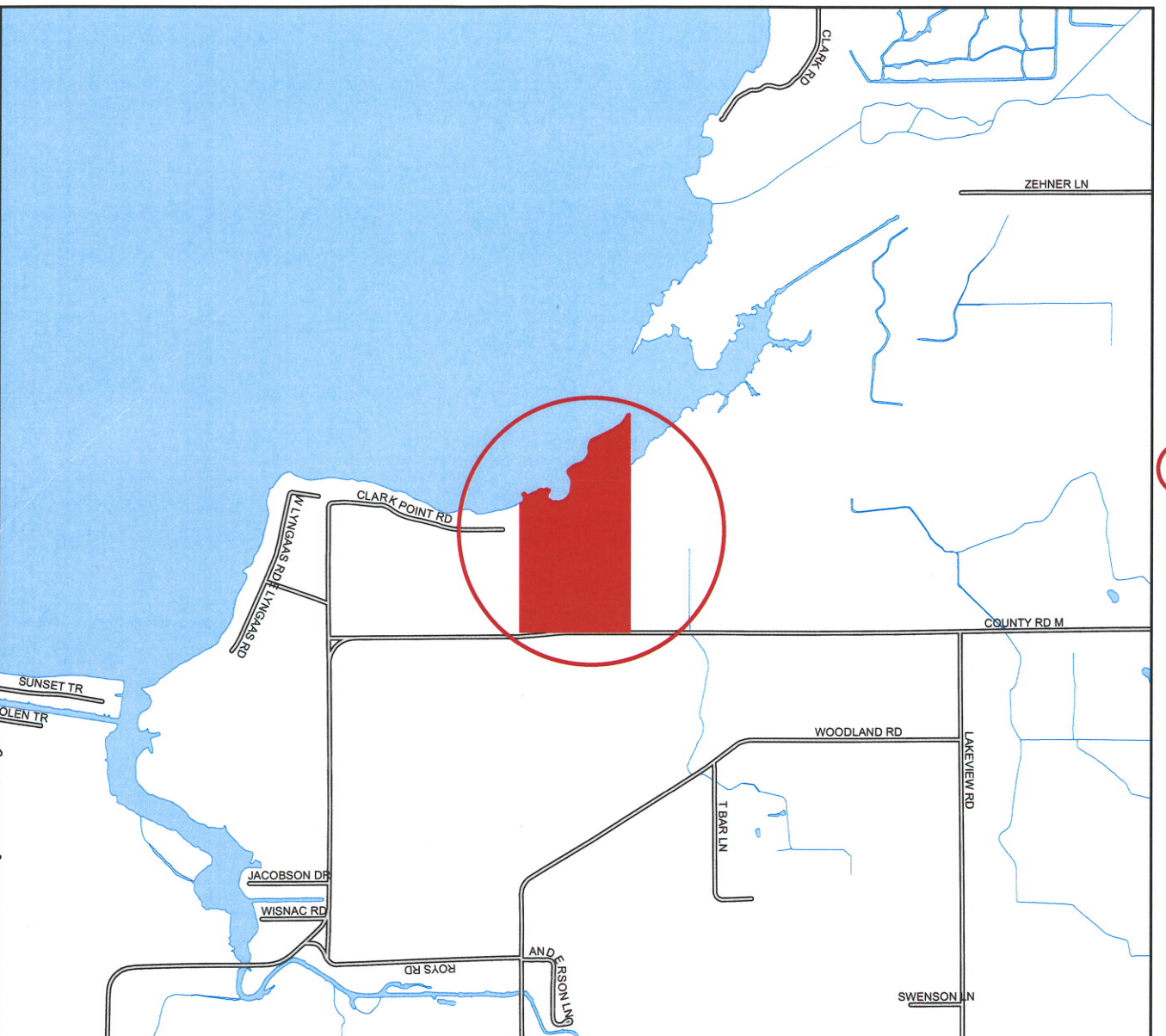
October 21, 2015

Owner(s):

Van Bommel, Daniel & Jessica

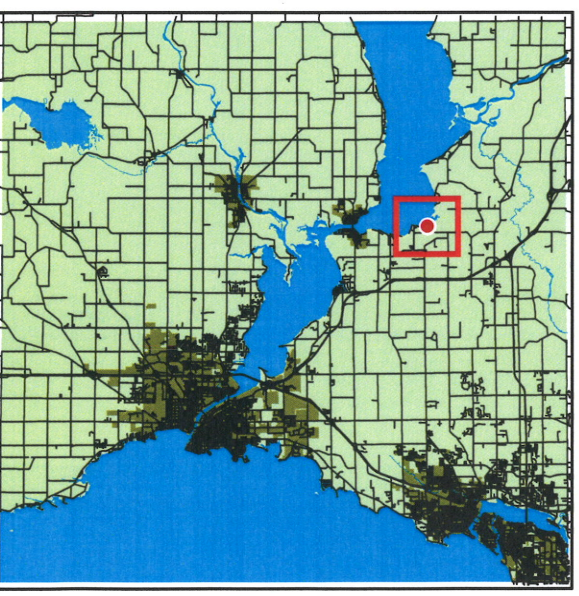
Subject Parcel(s):

0280886 & 0280887



Winnebago County  
WINGS Project

● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY



**Application #15-ZC-3350**

Date of Hearing:

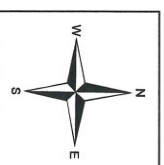
October 21, 2015

Owner(s):

Van Bommel, Daniel & Jessica

Subject Parcel(s):

0280886 & 0280887



Winnebago County  
WINGS Project

**Scale**

1 inch : 400 feet

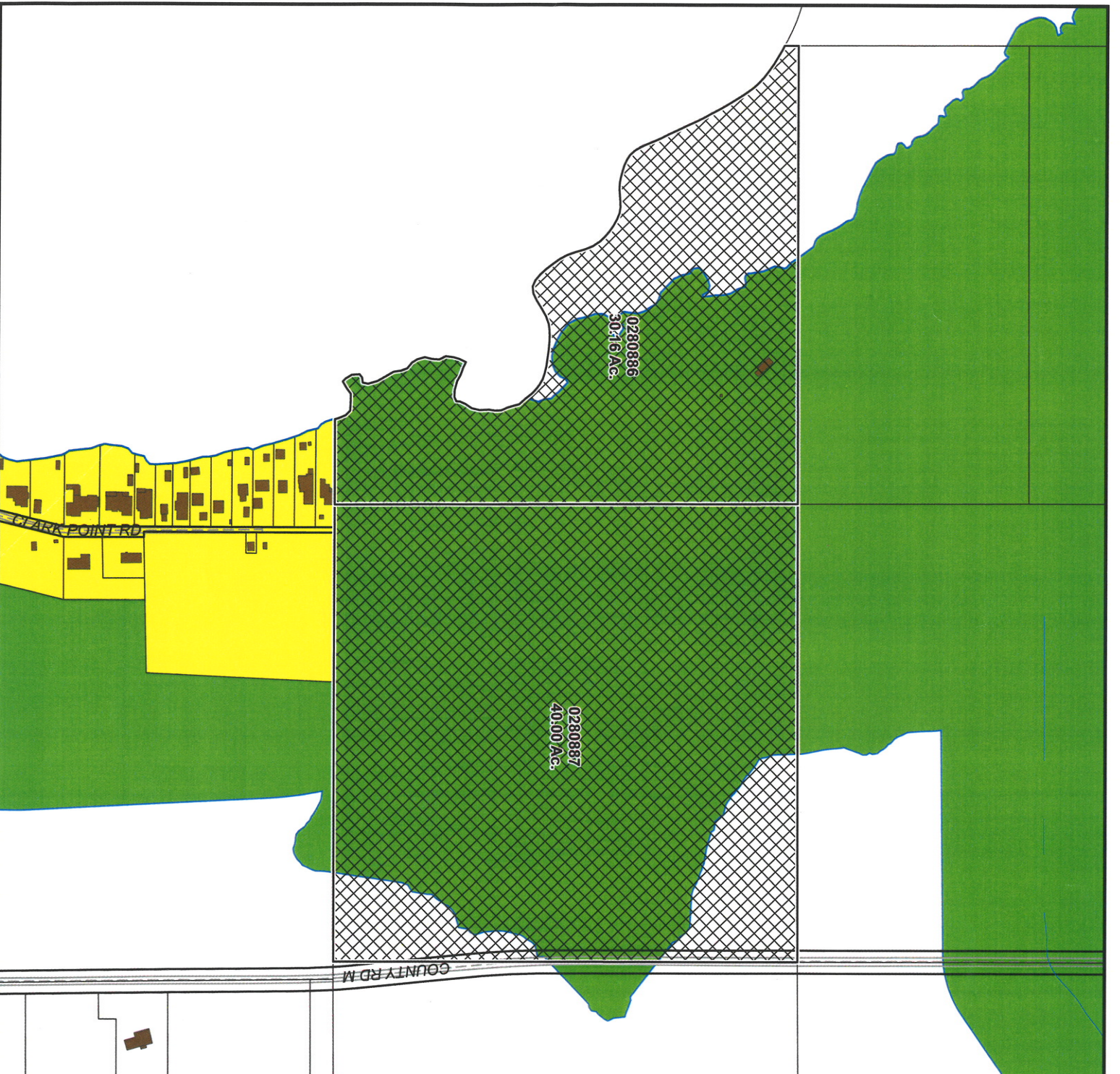
**County Zoning Districts**

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

**Other Areas**

City of Oshkosh Extrajurisdictional  
Zoning Jurisdiction

Incorporated Area



**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2015-ZC-3330 filed with the County Clerk by:

KWIK INVESTMENTS Town of OMRO and referred to the Planning and Zoning Committee on 10/20/2015 and

WHEREAS, a Public Hearing was held on 10/21/2015, pursuant to mailed and published notice as provided by as on the following:

<b>PROPERTY INFORMATION</b>			
<i>Owner(s) of Property:</i> <b>KWIK INVESTMENTS</b>		<i>Agent(s):</i>	
<i>Tax Parcel Number:</i> <b>016-0683</b>		<i>Location of Premises Affected:</i> <b>3188 COUNTY RD F OMRO, WI 54963</b>	
<i>Legal Description:</i> <b>Being a part of the SW 1/4 of the NW 1/4, Section 29, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.</b>			
<i>Sewer District:</i> <b>X Existing</b>		<b>Required</b>	<b>Municipal</b>
			<b>X Private System</b>
<i>Overlay District:</i> <b>Airport</b>		<b>SWDD</b>	<b>X Shoreland</b>
<b>Microwave</b>		<b>Wetlands</b>	<b>Floodplain</b>

WHEREAS,  
Applicant is requesting a rezoning to A-2 General Agriculture,

And

WHEREAS, the Town of OMRO did not respond,

And

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

The Town of OMRO has Not Responded. Town has right of approval or denial per terms of zoning ordinance.

*Town findings for were as follows:*

No response.

*County findings for were as follows:*

1) The Town of Omro has not responded. Town has right of approval or denial per terms of zoning ordinance.

2) There were no objections.

3) 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].

\_\_\_\_\_  
For the Planning and Zoning Committee



**AMENDATORY ORDINANCE # 11/02/15**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2015-ZC-3330 as follows:

Being a part of the SW 1/4 of the NW 1/4, Section 29, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential & A-2 General Agriculture,

TO: A-2 General Agriculture,

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 33

# CERTIFIED SURVEY MAP NO.

BEING PART OF THE SOUTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 15 EAST, TOWN OF OMRO, WINNEBAGO COUNTY, WISCONSIN.

## OWNERS OF RECORD:

I.E. STEARNS  
SURVEY 6-22-1974

KWIK INVESTMENTS  
PARCEL ID.: 0160683

UNPLATTED LANDS  
JUDY & KENNETH REIMER  
NORTH LINE OF THE SOUTHWEST 1/4 OF  
THE NORTHWEST 1/4 OF SECTION 29 AS  
EVIDENCED AND PREVIOUSLY SURVEYED  
589'58'57"E 1354.24'

UNPLATTED LANDS  
ERIC & CALI FELIX

UNPLATTED LANDS  
LOUISE THUMS  
1/4 OF SECTION 29-18-15

C.T.H. "F" (66)

LOT 1  
217,799 SQ.FT.±  
(5.0000 ACRES±)

LOT 2  
672,976 SQ.FT.±  
(15.4494 ACRES±)

DEDICATED TO THE PUBLIC  
FOR ROAD PURPOSES  
22,169 SQ.FT.± (0.5089 ACRES±)

1" I.D. IRON PIPE FOUND S85°13'45"W, 5.98'  
OF ACTUAL PROPERTY CORNER (CORNER NOT  
SET DUE TO LARGE WILLOW TREE)

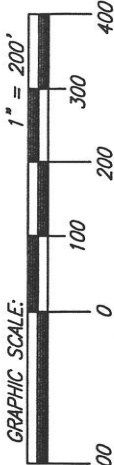
*Robert F. Reider* 7-31-15  
ROBERT F. REIDER, PLS-1251 DATED  
CAROW LAND SURVEYING CO., INC.  
615 N. LYNNDALE DR., P.O. BOX 1297  
APPLETON, WISCONSIN 54912-1297  
PHONE: (920)731-4168  
A1506.13 DATED: 7-12-2015  
DRAFTED BY: (cep RDD)



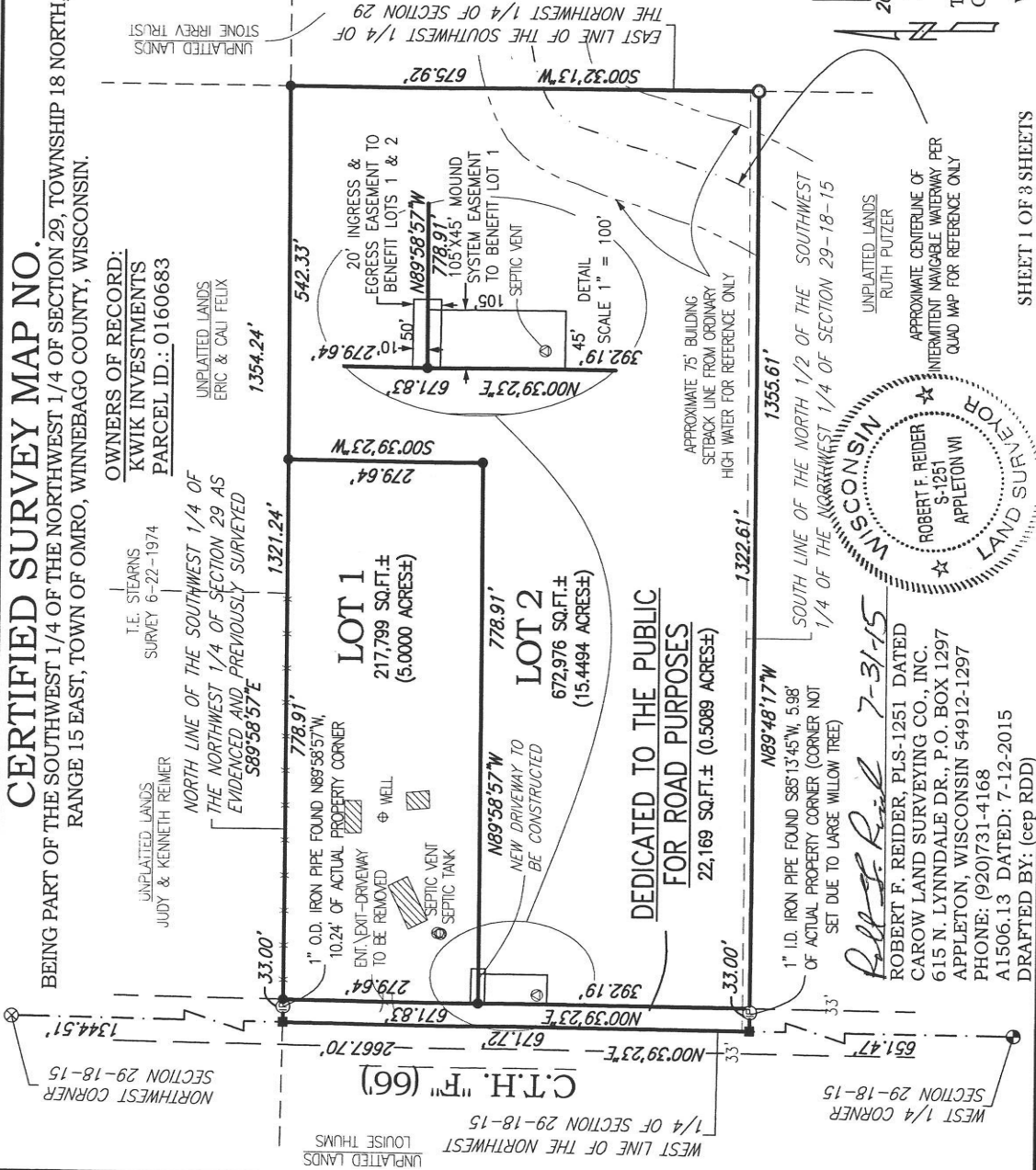
SHEET 1 OF 3 SHEETS

## NOTES:

- THE ORDINARY HIGH WATER MARK SETBACK IS NOT BASED ON AN OFFICIAL DETERMINATION AND PRIOR TO ANY BUILDING, AN OFFICIAL DETERMINATION OF THE ORDINARY HIGH WATER MUST BE MADE BY THE WINNEBAGO COUNTY ZONING DEPARTMENT OR OTHER AUTHORIZED PERSON.
  - ALSO ALL BUILDING SETBACKS AND OTHER LAND USE REQUIREMENTS SHOULD BE VERIFIED BY THE WINNEBAGO COUNTY ZONING OFFICE PRIOR TO ANY CONSTRUCTION OR OTHER LAND USE ACTIVITY.
  - PRIOR TO ANY CONSTRUCTION CONTACT WISCONSIN DEPARTMENT OF NATURAL RESOURCES TO DETERMINE NAVIGABILITY OF WATERWAY AND LOCATION OF ORDINARY HIGH WATER.
  - ANY LAND BELOW THE ORDINARY HIGH WATER MARK OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS ESTABLISHED UNDER ARTICLE IX, SECTION 1 OF THE STATE CONSTITUTION.
  - THE LOCATION OF THE APPROXIMATE ORDINARY HIGH WATER MARK SHALL BE THE POINT ON THE BANK OF A NAVIGABLE STREAM OR ON THE SHORE OF A LAKE UP TO WHICH THE PRESENCE AND ACTION OF SURFACE WATER IS SO CONTINUOUS AS TO LEAVE A DISTINCTIVE MARK BY EROSION, DESTRUCTION OF TERRESTRIAL VEGETATION, OR OTHER EASILY RECOGNIZED CHARACTERISTICS.
- LEGEND:
- = 3/4" X 18" SOLID ROUND IRON REBAR SET, WEIGHING 1.502 LBS. PER LIN. FT.
  - = 1" I.D. ROUND IRON PIPE FOUND
  - ⊙ = 1" I.D. IRON PIPE WITH M&E CAP FOUND
  - = P.K. NAIL SET
  - ⦿ = BERNTSEN MONUMENT FOUND
  - ⊗ = BROKEN MONUMENT FOUND
  - X- = EXISTING FENCE



NORTH IS REFERENCED TO THE WEST LINE OF THE NORTHWEST 1/4 OF SECTION 29, TOWNSHIP 18 NORTH, RANGE 15 EAST, TOWN OF OMRO, WINNEBAGO COUNTY, WISCONSIN, WHICH BEARS N00°39'23"E PER THE WINNEBAGO COUNTY COORDINATE SYSTEM.



○ = SITE

**Application #15-ZC-3330**

Date of Hearing:

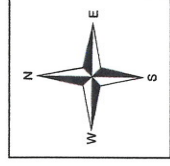
October 21, 2015

Owner(s):

Kwik Investments (Dave Kozlowski)

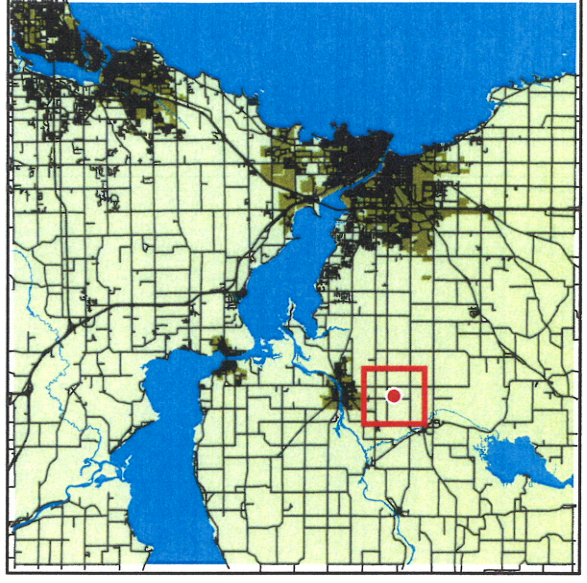
Subject Parcel(s):

0160683



Winnebago County  
WINGS Project

● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

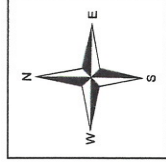


# Application #15-ZC-3330

Date of Hearing:  
October 21, 2015

Owner(s):  
Kwik Investments  
(Dave Kozlowski)

Subject Parcel(s):  
0160683



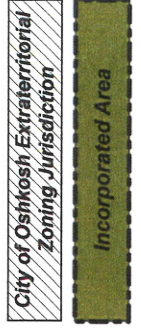
Winnebago County  
WINGS Project

Scale  
1 inch : 400 feet

## County Zoning Districts

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

## Other Areas





**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2015-ZC-3310 filed with the County Clerk by:

SCHOENAUER, LEROY ; SCHOENAUER, SUSAN R Town of ALGOMA and referred to the Planning and Zoning Committee on 10/20/2015 and

WHEREAS, a Public Hearing was held on 10/21/2015, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION			
Owner(s) of Property: <b>SCHOENAUER, LEROY ; SCHOENAUER, SUSAN R</b>		Agent(s):	
Tax Parcel Number: <b>002-0236-03 &amp; 002-0236-01</b>		Location of Premises Affected: <b>SOUTH OF 3458 WITZEL AVE OSHKOSH, WI 54904</b>	
Legal Description: <b>Being a part of the NW 1/4 of the SW 1/4, Section 20, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin.</b>			
Sewer District:			
Existing	Required	Municipal	Private System
Overlay District:			
Airport	SWDD	X Shoreland	Floodplain
Microwave	X Wetlands		

WHEREAS,  
Applicant is requesting a rezoning to A-2 General Agriculture & R-2 Suburban Low Density Residential,

And

WHEREAS, we received notification from the Town of ALGOMA 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:

The Town of ALGOMA has Approved. Town has right of approval or denial per terms of zoning ordinance.

*Town findings for Approval were as follows:*

*County findings for Approval were as follows:*

- 1) The Town of Algoma has approved. Town has the right of approval or denial per terms of zoning ordinance.
- 2) There were no objections.
- 3) 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].

\_\_\_\_\_  
For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 11/03/15**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2015-ZC-3310 as follows:

Being a part of the NW 1/4 of the SW 1/4, Section 20, Township 18 North, Range 16 East, Town of Algoma, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture & R-1 Rural Residential,

TO: A-2 General Agriculture & R-2 Suburban Low Density Residential,

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

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

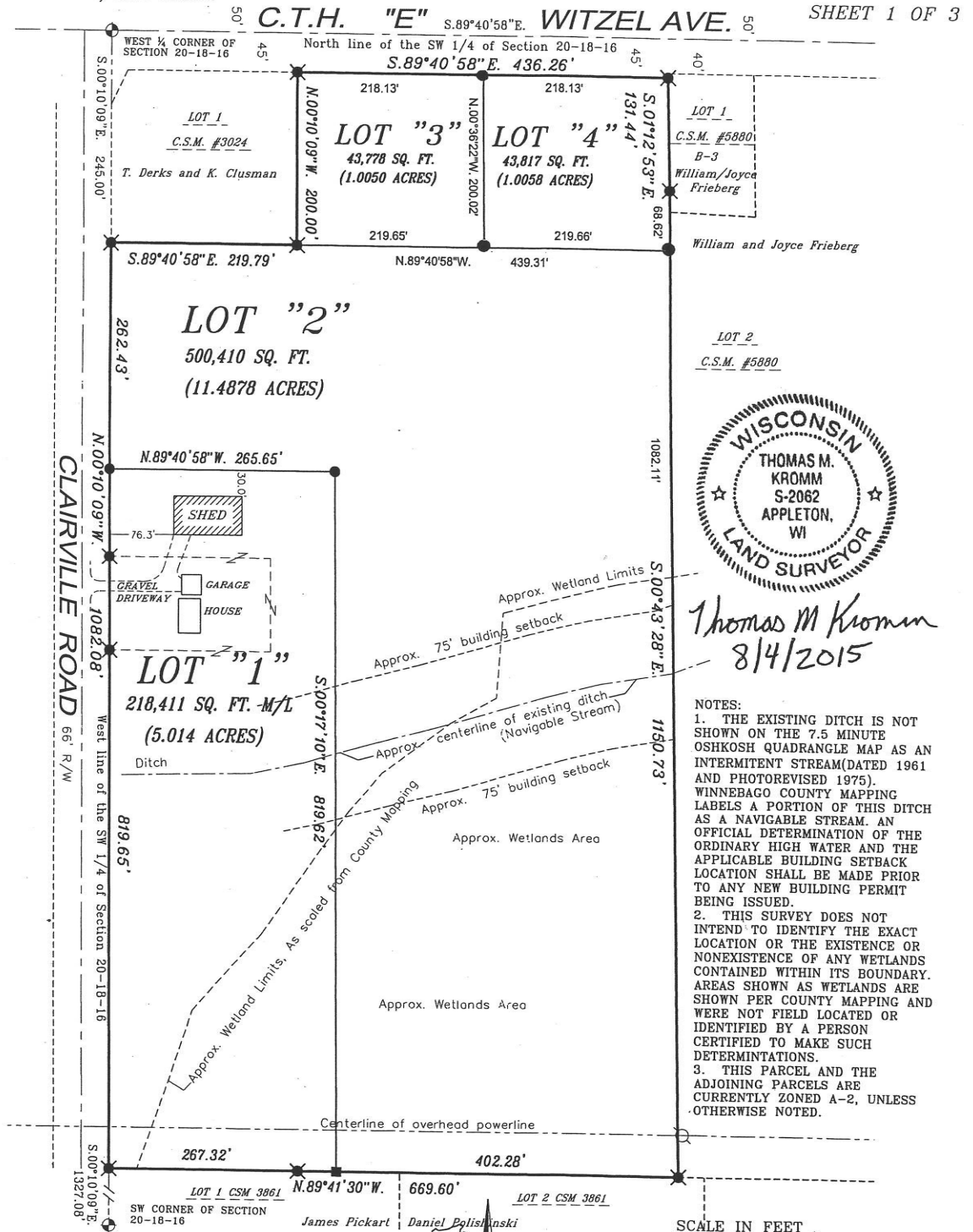
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

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

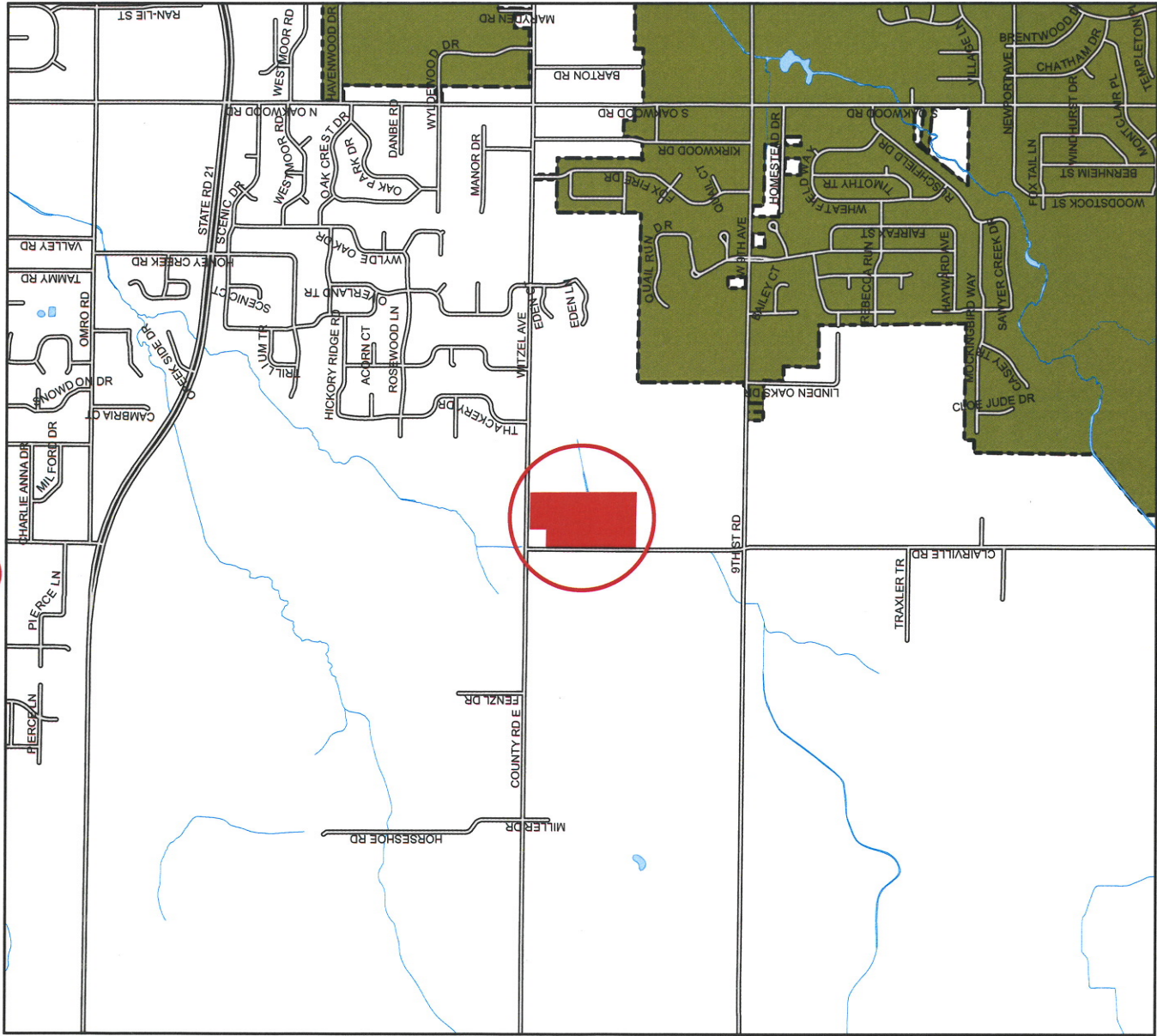
County Board Supervisory district 24

# CERTIFIED SURVEY MAP NO.

ALL OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 3737 AND A PART OF THE WEST 1/2 OF THE NW 1/4 OF THE SW 1/4 OF SECTION 20, TOWNSHIP 18 NORTH, RANGE 16 EAST, IN THE TOWN OF ALGOMA, WINNEBAGO COUNTY, WISCONSIN.



○ = SITE



Application #15-ZC-3310

Date of Hearing:

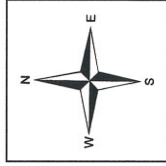
October 21, 2015

Owner(s):

Schoenauer, LeRoy, Jr.

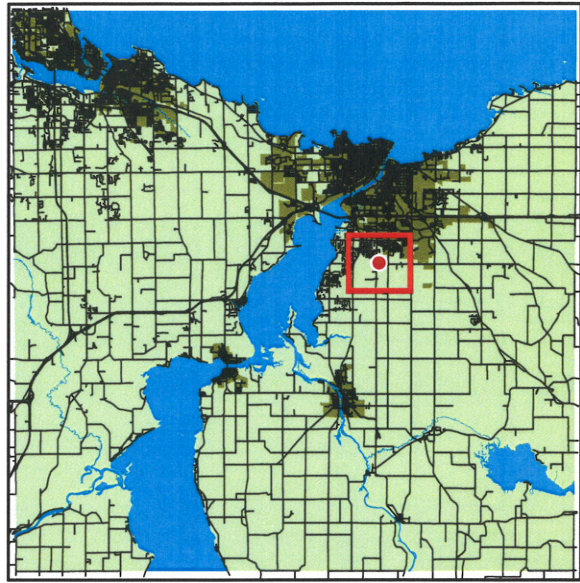
Subject Parcel(s):

002023601 & 002023603



Winnebago County  
WINGS Project

● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY



**Application #15-ZC-3310**

Date of Hearing:

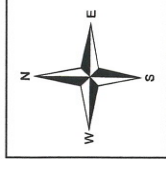
October 21, 2015

Owner(s):

Schoenauer, LeRoy, Jr.

Subject Parcel(s):

002023601 & 002023603



Winnebago County  
WINGS Project

**Scale**

1 inch : 300 feet

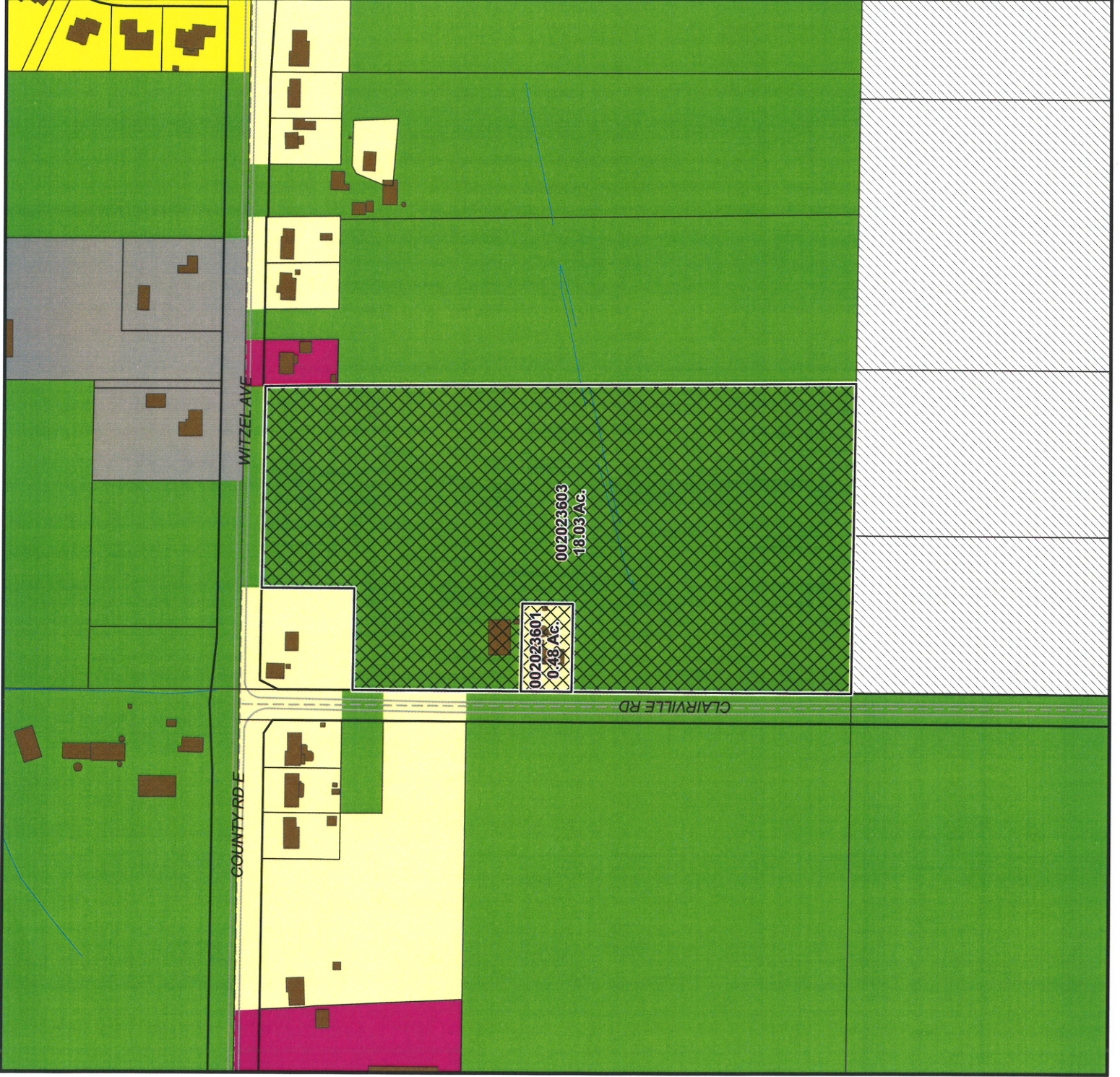
**County Zoning Districts**

R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

**Other Areas**

City of Oshkosh Extraterritorial  
Zoning Jurisdiction

Incorporated Area





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

**WHEREAS**, Sally Poklasny 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 Sally Poklasny.

## PERSONNEL AND FINANCE COMMITTEE

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

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

23  
24 Mark L Harris  
25 Winnebago County Executive

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

**WHEREAS**, Julie Wara 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 Julie Wara.

## 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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24 Mark L Harris  
25 Winnebago County Executive

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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 Jazmyn Flowers, filed with the County Clerk on October 9, 2015, 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**

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mark L Harris  
Winnebago County Executive



WINNEBAGO COUNTY SHERIFF'S OFFICE  
CORRECTIONS DIVISION

## Loss Claim Form

Inmate Name: Jazmyn Flowers Inmate ID Number: 201500240

Contact Information:

Address 3215 Burke Ave

City Madison State WI Zip 53714 Phone (608) 658-1648

Date: 10/7/2015 Value of item new: 800 current value (est.): ~400

Item Description: GOLD 14K male wedding band

☒ Lost Property inprinted 14K

☐ Damaged Property

Inmate

Signature: [Signature]

Brief summary of how loss/damage occurred:

Turned in to serve 9 days at WC. 9/28/15, bag (purse) holding money. (\$146 and change, 1 \$100 1 \$20 2 \$10 1 \$5 1 \$1) money was taken out 9/30/15 when I realized the money was not on books, in between 9/30/15 - 10/4/15 bag was accessed again for phone numbers release 10/7/15 and the ring was gone.

**FILED**

OCI - 9 2015

WINNEBAGO COUNTY CLERK'S OFFICE  
WI

Transmission of the information on this form is not intended to create, and receipt does not constitute, an automatic reimbursement. Neither the existence of this form, nor any content displayed at it, nor any response of an employee, is meant to, or does, create a reimbursement of any kind. If you are looking for a reimbursement you will need to write a letter and/or forward this form to the County Clerk's Office, PO Box 2808, Oshkosh, WI 54903.

Revision: September 29, 2006

Copy: Inmate and Inmate File  
Loss Claim form

**INFORMATIONAL REPORT**  
**WINNEBAGO COUNTY SHERIFF'S OFFICE - CORRECTIONS DIVISION**

<b>DATE:</b>	10/07/15	<b>TIME:</b>	0900
<b>LOCATION:</b>	Winnebago County Jail		
<b>REPORTING DEPUTY:</b>	Sgt. Emmrich W139	<b>REPORT #:</b>	15-40690
<b>SUBJECT:</b>	Flowers, Jazmyn Catherine	<b>D.O.B.</b>	04/25/91
<b>HISTORY NUMBER:</b>	201500240		

10/07/15 0900 HOURS SGT. EMMRICH W139

I was working as the shift supervisor at the Winnebago County Jail, 4311 Jackson St., when I received a call stating an inmate was in the lobby to file a missing property claim.

I went to property records and met with Jazmyn Catherine Flowers F/W, DOB 04/25/91, 11934 Washington St., Northglenn, CO 80233, (715) 299-2339. Flowers told me she was released earlier in the morning and did not check her property prior to leaving, but she later discovered she was missing a nose ring and gold men's wedding band.

Clerk Zblewski had already returned the missing nose ring to Flowers. (The nose ring was found by 3<sup>rd</sup> shift, in the bottom of the property bag, after Flowers was already released)

Flowers explained to me that she was booked into the Winnebago County Jail on 09/28/15, searched and put into a cell. Flowers said she fell asleep and later, when she was brought out to complete the booking process and sign the property form, she did not read the property form because she was still half asleep.

Flowers said on 04/30/15, she discovered that the money she came in with (\$146.00) was not entered into her inmate account. Flowers said she asked a Deputy to see if her money was still in her property. Flowers said her money was then entered into her inmate account.

I obtained Flower's property sheet and it was originally filled out by Cpl. Cowan on 09/28/15. (Ref: property sheet attached) Under rings a silver tone ring was listed. Flowers showed me her hand and said she had that one. There was no other ring listed on the property sheet.

It appeared that three things were added to the property sheet at a later date /time. Two items were initialed by Deputy Rohan (MLR).

-Currency: \$146.00

-Purse: goldtone zipup

One other item was added to the property sheet but not initialed.

- One silver tone nose ring

I spoke with Cpl. Cowan and she did not recall seeing a men's gold toned ring. Cpl. Cowan also stated if she didn't inventory the zip-up purse, she more then likely didn't open it up and go through it.

I spoke with Deputy Rohan and she said she only entered the money in Flower's inmate account and added the two items to the property sheet that she initialed. Deputy Rohan said that Deputy Colburn was the person who went into the property bag and got the zip-up purse and money. Deputy Rohan said she did not look into the zip-up purse or remember seeing a men's gold toned ring.

I spoke with Deputy Colburn and he said he only unzipped the zip-up purse and took the money out. Deputy Colburn said he thought Deputy Schlichting or Deputy Rohan searched through it after that. Deputy Colburn said he did not remember seeing a men's gold toned ring.

I spoke with Deputy Schlichting and she stated she was only up at booking while all of this was going on. Deputy Schlichting said she did not search the zip-up purse or remember seeing a men's gold toned ring.

I searched the garbage at booking and found the plastic bag Flower's property was in and it was empty.

I searched all empty property bags at booking and in property records and did not find the ring.

I checked the floor of property records and booking and did not find the ring.

I searched all the property totes in booking and pre-booking and did not find the ring.

I spoke with Flowers again and issued her a *Loss Claim Form*. A copy of the form was made and Flowers was instructed to follow the directions on the bottom of the form. (Ref: Loss Claim Form attached)

Flowers said if she happens to find the ring she will contact the sheriff's office to let us know.

Flowers said she lives in Colorado and will be leaving to go back there within the next 30 days. Flowers requested that if we find the ring, we send it to her father at:

3215 Burke Ave.

Madison, WI 53714

Flowers said to leave a message on her father's phone (608) 658-0648.

No further information.

<b>REPORTING DEPUTY:</b>		<b>SUPERVISOR:</b>	Sgt. Emmrich W139
<b>DEPUTY SIGNATURE:</b>		<b>SUPERVISOR SIGNATURE:</b>	<i>Sgt. Emmrich</i>
Date Signed		Date Signed	10-07-15

ORIGINAL TO: JAIL LT    COPY TO: FILE

EMAIL TO: JAIL CAPTAIN, CLASSIFICATION STAFF, PROBATION AGENT, AND LINDA KRIZ (if inmate not sentenced)

WINNEBAGO COUNTY SHERIFF'S CORRECTIONS DIVISION  
PERSONAL PROPERTY INVENTORY FORM

NAME Flowers, Jazmin HISTORY #: \_\_\_\_\_

INVENTORIED BY: W816 LOCK COMBINATION: \_\_\_\_\_

CURRENCY: \$146.00 me CELL PHONE: ① BIK Motorola ① BIK in car  
CHANGE: \_\_\_\_\_ EYEGLASSES: \_\_\_\_\_  
TOTAL: \_\_\_\_\_ HAT/CAP: \_\_\_\_\_  
CREDIT CARDS: \_\_\_\_\_ WATCH: \_\_\_\_\_  
WALLET: \_\_\_\_\_ EARRINGS: \_\_\_\_\_  
BELT: \_\_\_\_\_ RINGS Silver tone  
PURSE: gold tone zip up me NECKLACE: BIK necklace  
FOOTWEAR: BIK sandals COAT/JACKET: \_\_\_\_\_

CONTRABAND DISPOSED OF: \_\_\_\_\_

MISCELLANEOUS: coloring book, BIK/whit leggings,  
spanx, BIK scarf, BIK shirt, wig,  
open tank top, BIK leggings, packer zip up,  
packer hat, deodorant, body spray, hair  
spray, open a/c, plug, BIK, CLE converse  
① SILVER TONE NOSE RING

I certify that the above list of items is a correct list of my personal property removed from my possession at the time of my being booked into the Winnebago County Detention Center.

I hereby acknowledge that phone calls originating in any housing area of the Winnebago County Detention Center are recorded and may be monitored at anytime.

I hereby authorize the inspection of ALL of my Mail by Detention authorities.

I agree to have any property that is considered excess by the Detention staff, to be turned over/picked up by a friend or family member and removed from the Winnebago County Detention Center within 30 days from time of booking. Any and all excess property that is not removed from the Winnebago County Detention Center after the 30 day time frame will be documented on an Excess Property Release/Disposal Form and disposed of.

INMATE SIGNATURE: [Signature] DATE: 9/28/15

STAFF SIGNATURE: [Signature] DATE: 9/28/15

RELEASE INFORMATION

I certify that at the time of my release, that all property listed has been returned to me.

INMATE SIGNATURE: [Signature] DATE: 10/7/15

STAFF SIGNATURE: [Signature] DATE: 10/7/15



2     **RESOLUTION:     Adopt Natural Hazards Mitigation Plan Update for Winnebago County**

3  
4     **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

5             **WHEREAS**, the United States Congress passed the Disaster Mitigation Act of 2000, which requires that a  
6 local unit of government must have an approved all hazard mitigation plan before it can receive federal grant monies  
7 for pre-disaster mitigation projects; and

8             **WHEREAS**, in 2004 the Winnebago County Emergency Management Department formed an advisory  
9 committee to prepare a county-wide mitigation plan to conform with state and federal guidelines, and said advisory  
10 committee drafted a mitigation plan that conformed to federal guidelines; and

11            **WHEREAS**, in July 2004, the Winnebago County Board of Supervisors adopted the “All Hazards Mitigation  
12 Plan for Winnebago County,” and in September 2009, the Board adopted an update to the All Hazards Mitigation  
13 Plan for Winnebago County; and

14            **WHEREAS**, the “All Hazards Mitigation Plan for Winnebago County” that was adopted in 2004 and updated  
15 in 2009 is set to expire in 2015; and

16            **WHEREAS**, updating the plan is required to remain compliant with the Federal Emergency Management  
17 Agency (FEMA) and the Wisconsin Emergency Management Agency; and

18            **WHEREAS**, the Winnebago County Emergency Management Committee reviewed the current “Natural  
19 Hazards Mitigation Plan for Winnebago County” and determined:

- 20            1. Natural disasters pose a tangible threat to residents and property;
- 21            2. Undertaking hazard mitigation actions before disasters occur reduces the potential for harm to residents  
22 and property and saves taxpayer dollars;
- 23            3. The plan is in the public’s best interests;
- 24            4. The plan serves as a general strategy and may be amended from time to time;
- 25            5. Nothing in this plan obligates Winnebago County to undertake any of the recommended activities and/or  
26 projects; and
- 27            6. Adoption of the plan is needed to apply for federal funding for mitigation projects and to comply with state  
28 and federal mandates.

29  
30            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby finds  
31 that:

- 32            1. Natural disasters continue to pose a tangible threat to residents and property of Winnebago County;
- 33            2. The undertaking of hazard mitigation actions before disasters occur reduces the potential for harm to  
34 residents and property and will ultimately save taxpayer dollars; and
- 35            3. Adoption of the “Winnebago County Natural Hazards Mitigation Plan: 2015-2019” is in the public’s best  
36 interests.

37  
38            **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby adopts the  
39 attached “Winnebago County Natural Hazards Mitigation Plan: 2015-2019,” which is made a part of this Resolution

and incorporated herein by reference. This Plan, entitled "County Hazard Mitigation Plan—Draft 4 for FEMA Review (large file)," can be viewed on the Winnebago County website (<http://www.co.winnebago.wi.us>).

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Emergency Management Department Director to make non-substantive revisions to the Plan as may be required to comply with the requirements of the Wisconsin Emergency Management Agency and/or the Federal Emergency Management Agency (FEMA). Should the Winnebago County Emergency Management Department Director make such authorized changes, she shall forward a copy of the revised Plan and an accompanying summary report describing said amendments to the Winnebago County Executive.

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to send a copy of the adopted plan to Roxanne Gray, the current State Hazard Mitigation Officer for the Wisconsin Emergency Management Agency, for her review and approval.

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby requires that this Plan be revisited and updated and subscribed to by the Winnebago County Board of Supervisors for approval no later than five (5) years from the date of this Resolution.

Respectfully submitted by:

**EMERGENCY MANAGEMENT COMMITTEE**

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2015.

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Mark L Harris  
Winnebago County Executive

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

**WHEREAS**, the courthouse component of the project amounts to \$50,000; and

**WHEREAS**, it is impractical to set up debt on the books for the \$50,000 courthouse component because of the small size of the project; and

**WHEREAS**, there are sufficient funds within the general fund contingency fund to apply those funds to the courthouse component instead of borrowing.

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby reduces the authorized borrowing for the project by \$50,000.

## PERSONNEL & FINANCE COMMITTEE

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

Mark L Harris  
Winnebago County Executive

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**RESOLUTION: Authorize the Public Health Department to Accept \$72,427 in Grant Funding for Several Programs and Appropriate the Funds to Expenditures in Carrying Out Each Program**

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

**WHEREAS**, the Public Health Department has been awarded grant funding for the following Programs:

## Public Health Grant Funding

<u>Grantor or Program</u>	<u>Amount</u>	<u>Brief Description</u>
Ebola	\$ 46,176	Help improve response and management of a communicable disease breakout
WWWP	5,751	Well Women Program—helping women with health issues, testing, etc
JF Kenzle Foundation	10,000	Heroin task force funding
Bike Helmet Funds	1,500	Bike to Boogie event in Neenah
Oshkosh Area Foundation	5,000	Decrease risky youth behaviors by increasing family interactions
Affinity Health / Smart Plate	<u>4,000</u>	Marketing health meal choices for children on restaurant menus, meeting certain “smart plate” criteria for healthy eating
	\$ 72,427	TOTAL

and

**WHEREAS**, these Programs are very beneficial to the residents of Winnebago County; and

**WHEREAS**, there is no additional funding required from Winnebago County.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Public Health Department to accept \$72,427 in grant funding from several agencies and appropriates the funds to expenditures, as outlined on the attached Budget Transfer Form, in carrying out each Program.

Respectfully submitted by:

BOARD OF HEALTH

Committee Vote: **7-0**

Respectfully submitted by:

## PERSONNEL AND FINANCE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mark L Harris  
Winnebago County Executive

## BUDGET TRANSFER

HEALTH

Oct 2015

Department Requesting - Signature: <u>Douglas D. Meyer</u>		Date: <u>2 Oct 2015</u>	Approval - County Executive: <u>Mark J. Harris</u>		Date: <u>10/2/15</u>
Committee of Jurisdiction - Signature: <u>Jim P...</u>		Date: <u>10/2/15</u>	Approval - Personnel & Finance: <u>D. W. ...</u>		Date: <u>11/5/15</u>
Committee Vote: <u>7-0</u>		Committee Vote: <u>5-0</u>			
Reviewed by Finance Dept: <u>Charles D. ...</u>		Date: <u>10/2/15</u>	Approved - Information Systems Committee		
Approved - Facilities & Prop Mgmt Committee		Committee Vote:			
Total amount of budget transfer.....					\$ <u>72,427</u>

## ACCOUNT NUMBER

Org	Object	Project	Phase	Task	Object or Phase / Task Title	I=Incr D=Decr	Amount (Whole dollars only)	
105362	51101	0072			TEMP LABOR	I	46,176	
105362	42007	0072			WI HEALTH SERVICES	I	46,176	EBOLA GRANT
105363	53522	0073			SMALL EQUIPMENT	I	5,751	
105363	42007	0073			WI HEALTH SERVICES	I	5,751	WWWP GRANT
105361	45034				DONATIONS	I	10,000	
105361	52002				AUTOMOBILE ALLOWANCE	I	1,000	
105361	52006				LODGING	I	1,000	
105361	52001				REGISTRATION	I	3,000	JOHN F KENZLE FOUNDATION
105361	53553				OTHER OPERATING SUPPLIES	I	5,000	
10536347	48109				OTHER MISC REVENUE	I	1,500	
10536347	53533				OTHER OPERATING SUPPLIES	I	1,500	BIKE HELMET FUNDS
105361	42019				OTHER GRANTOR AGENCIES	I	5,000	
105361	53533				OTHER OPERATING SUPPLIES	I	5,000	THE REAL HAPPY HOUR
105361	48109				OTHER MISC REVENUE	I	4,000	
105361	53533				OTHER OPERATING SUPPLIES	I	4,000	SMART PLATE

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

*well* Ebola Grant - Additional funds (\$46,176) via State DHS from CDC for activities to help improve response and management of a communicable disease outbreak and costs associated with Ebola preparedness and monitoring work already completed. *46,176*

WWWP Grant - Additional infrastructure funds for statewide reorganization of the program and expansion of service areas. *WWWP Grant*

Kenzle Foundation - Donation to support the Heroin Task Force work. *10,000*

Bike Helmet Funds - Grant from Theda Clark for bike to boogie event in Neenah. *1500*

The Real Happy Hour - Grant from Oshkosh Area Community Foundation to help prepare for the launch of this program intended to decrease risky youth behaviors by increasing family interactions. *5,000*

ENTRY NUMBER

1     **233-112015**

2     **RESOLUTION:     Approve Industrial Development Board Loan in the Amount of \$400,000**  
3                             **to the Village of Winneconne**

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

7             **WHEREAS**, on October 20, 2015, the Village of Winneconne Board approved a resolution authorizing the  
8     Village to petition the Winnebago County Industrial Development Board for a loan of \$400,000 for the purpose of  
9     assisting Switchgear Power Systems to purchase a vacant manufacturing facility in the Village to expand its  
10    operations; and

11            **WHEREAS**, Winnebago County and its Industrial Development Board are empowered to make such loans  
12    pursuant to the authority vested by § 59.57(2)(f), Wis Stats; and

13            **WHEREAS**, the Village of Winneconne projects that assisting said project will generate new jobs and create  
14    an additional new tax base within that community and within Winnebago County; and

15            **WHEREAS**, on November 6, 2015, the Industrial Development Board approved said loan and is requesting  
16    that the Winnebago County Board of Supervisors approve the project for funding at this time.

17            **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that funds in an  
18    amount not to exceed \$400,000 be made available to the Village of Winneconne by the Winnebago County Industrial  
19    Development Board, with such loan agreement to be for a period of five (5) years at a fixed interest rate equal to 1%  
20    above the US Treasury 5-year rate as of the date of the loan closing, plus .25%. Interest shall be due on the 31<sup>st</sup> day  
21    of December of every year on said loan, and the principal of said loan plus any remaining interest shall be due to the  
22    Winnebago County Industrial Development Board on the 5<sup>th</sup> year anniversary date of said loan.

23            **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the Winnebago County  
24    Industrial Development Board and any necessary County officers are authorized to execute an agreement between  
25    the Winnebago County Industrial Development Board and the Village of Winneconne for the project and for said loan.

29   Respectfully submitted by:

30   **INDUSTRIAL DEVELOPMENT BOARD**

31     Committee Vote: **10-0**

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

34             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2015.

36   \_\_\_\_\_  
37   Mark L Harris  
38   Winnebago County Executive

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

**WHEREAS**, this rule has been in effect for over 25 years; and

**WHEREAS**, considering the passage of time, growth of government, and inflation, it would seem reasonable to increase the limit for department transfers from \$3,000 to a higher amount; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby amends County Board Rule 24.9(5)(B) to increase the allowable amount that the Personnel and Finance Committee may approve for adjustments to departments' budgets to \$15,000 without bringing the items before the Winnebago County Board.

Attachments: Rule 24.9(5)(B) of the Winnebago County Board Rules, and § 65.90, Wis Stats.

Respectfully submitted by:

## PESONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mark L Harris  
Winnebago County Executive

## From County Board Rules

legislative action to be taken by the County Board.

### **24.9 PERSONNEL & FINANCE COMMITTEE**

This committee shall be composed of five County Board supervisors. The committee shall review policy issues and advise and recommend appropriate policy goals and legislative action to be taken by the County Board relating to the following departments: County Treasurer, Finance Department, Personnel Department, General Services and Microfilm Department.

The duties and responsibilities of this committee shall be:

1. Receive all personnel requests from Committees and Boards of Jurisdiction for study and recommendation.
2. Review proposed personnel policies and amendments as submitted by the Personnel Director and County Executive and submit recommendations to the County Board for consideration and legislative action.
3. Review personnel actions in all county departments as reported by the Personnel Director.
4. Recommend to the County Board, prior to the earliest time for filing nomination papers, a salary schedule for elected officials, appointed officials and other employees of Winnebago County unless otherwise determined by agreement or law.
5. Authorize budgetary alterations as permitted in Sec. 65.90(5), Wis. Stats. in either of the following situations:
  - A. A transfer of funds between budgeted items of an individual County Department if such budgeted items have been separately appropriated, and
  - B. Supplementation of appropriations for a particular office or department by transfer from the Contingency Fund. The limitation on the dollar amount set aside in the budgetary alteration shall be the amount set aside in the Contingency Fund or the sum of \$3,000.00, whichever is the lesser sum, and



## From Wisconsin Statutes

### 65.90 MUNICIPAL BUDGET SYSTEMS

Updated 13-14 Wis. Stats. 6

- f. Conservation and development.
- g. Capital outlay.
- h. Debt service.
- i. Other financing uses.
- 2. For the general fund, all revenues from the following sources:
  - a. Taxes.
  - b. Special assessments.
  - c. Intergovernmental revenues.
  - d. Licenses and permits.
  - e. Fines, forfeitures and penalties.
  - f. Public charges for services.
  - g. Intergovernmental charges.
  - h. Miscellaneous revenue.
  - i. Other financing sources.
- 3. Revenue and expenditure totals for each impact fee that is imposed by a municipality.
- 4. All beginning and year-end governmental and proprietary fund balances.
- 5. The contribution of the property tax to each governmental

levied or certified, the amounts of the various appropriations and the purposes for such appropriations stated in a budget required under sub. (1) may not be changed unless authorized by a vote of two-thirds of the entire membership of the governing body of the municipality. Any municipality, except a town, which makes changes under this paragraph shall publish a class 1 notice thereof under ch. 985, within 10 days after any change is made. Failure to give notice shall preclude any changes in the proposed budget and alterations thereto made under sub. (4).

(b) A county board may authorize its standing finance committee to transfer funds between budgeted items of an individual county office or department, if such budgeted items have been separately appropriated, and to supplement the appropriations for a particular office, department, or activity by transfers from the contingent fund. Such committee transfers shall not exceed the amount set up in the contingent fund as adopted in the annual budget, nor aggregate in the case of an individual office, department, or activity in excess of 10 percent of the funds originally provided for such office, department, or activity in such annual budget. The publication provisions of par. (a) shall apply to all committee transfers from the contingent fund.

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

**WHEREAS**, all of Winnebago County's municipalities that currently use Dominion Voting Systems Inc's AccuVote Optical Scan (OS) and AccuVote Touch Screen (TSX) voting equipment have agreed to the purchase of new ImageCast® voting equipment from Dominion Voting Systems Inc; and

**WHEREAS**, each of these municipalities will pay their share of the costs for the hardware and software, implementation, training, and support services, as well as their share of the annual software and hardware fees in future years; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
 zes the Winnebago County Executive and the Winnebago County Clerk to execute the agreement for the  
 se of the voting equipment described in the agreement.

Respectfully submitted by:

Committee Vote: **4-0**

Respectfully submitted by:

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

Mark L Harris  
Winnebago County Executive

1 **236-112015**

2  
3 **RESOLUTION: Authorize Execution of Lease Between Winnebago County and State of**  
4 **Wisconsin, Department of Administration for Hangar Lease at Wittman**  
5 **Regional Airport**  
6

7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**  
8

9 **WHEREAS**, in 1991 Winnebago County constructed a hangar and adjoining offices at Wittman  
10 Regional Airport to house aircraft registered to the Wisconsin Department of Natural Resources (DNR);  
11 and

12 **WHEREAS**, in 1991 Winnebago County entered into a lease agreement with the State of  
13 Wisconsin, Department of Administration, to lease said 6,000 square foot hangar, 5,000 square foot  
14 apron and 30,000 square foot lot for an initial 5-year period, with four (4) additional five (5) year renewal  
15 options with no increase in lease fees over the twenty-five year period; and

16 **WHEREAS**, the current agreement for the hangar leased to the State of Wisconsin, Department  
17 of Administration, expires on December 31, 2015; and

18 **WHEREAS**, Wittman Regional Airport and the State of Wisconsin, Department of Administration,  
19 have reached an agreement for a new lease agreement for the DNR aircraft; and

20 **WHEREAS**, the new lease represents a ten percent (10%) increase in lease fees, and consists of  
21 an initial five (5) year period, with two (2) additional five (5) year options to renew, with no increase in the  
22 lease fee over the fifteen (15) year period.

23  
24 **NOW THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it  
25 hereby authorizes the Winnebago County Executive to execute a lease agreement between Wittman  
26 Regional Airport (Winnebago County) and the State of Wisconsin, Department of Administration, pursuant  
27 to the terms listed above and as outlined in the Gross Lease, attached hereto and made part of this  
28 resolution.

29 Respectfully submitted by:

30 **AVIATION COMMITTEE**

31 Committee Vote: **4-0**

32  
33 Vote Required for Passage: **Majority of Those Present**

34  
35 Approved by Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2015.  
36

37 \_\_\_\_\_  
38 Mark L. Harris  
39 County Executive

35TH AVENUE

SCHEDULE II

PARCEL 8

PARCEL 5A

PARCEL 6A

PARCEL 7A

PARCEL 5B

PARCEL 6B

PARCEL 7B

DNR HANGAR  
SITE PLAN

EXHIBIT A

PARCEL 2

PARCEL 3

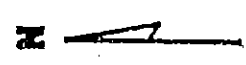
PARCEL 4

WITTMAN REGIONAL AIRPORT  
INDUSTRIAL PARK

ASPHALT  
DRIVE AND  
PARKING

BIDDERS NOTE:

ASPHALT APRON AND  
TAXIWAY ACCESS  
BY OTHERS.



1" = 100'

BASLER  
DC-3  
TURBO  
CONVERSIONS

TAXIWAY "G"

TAXIWAY "D"

FUTURE 75'

50'

**GROSS LEASE**

**THIS LEASE**, made and entered into this       day of       , 20   , by and between, Winnebago County, whose address is 415 Jackson Street, PO Box 2808, Oshkosh, WI 54903-2808 and the STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION (the "Lessee");

**WITNESSETH**, the parties hereto for the considerations hereinafter mentioned covenant and agree as follows:

1. **PREMISES.** Lessor hereby leases to Lessee and Lessee leases from Lessor the following (the "Premises"):

A lot of approximately 30,000 sq. ft., with a hangar building of approximately 6,000 sq. ft. thereon, and approximately 5,000 sq. ft. of apron at Wittman Regional Airport, Oshkosh, WI 54901. See attached Exhibit A, incorporated by reference.
2. **USE OF PREMISES.** Except as otherwise authorized in writing by Lessor, Lessee shall use the Premises as space for the Department of Natural Resources (DNR) or such other agency that may be designated by Lessee (collectively, the "Tenant"). Lessee understands the primary use of the Premises shall be aircraft storage.
3. **TERM.** The lease term hereunder shall begin on January 1, 2016, and end on December 31, 2020 (5 years). In addition, the Lease includes two 5-year renewal options.
  - a) If the actual Commencement Date differs from the stated lease term beginning date, the Lessor and Lessee shall execute a 'letter of addendum' which shall designate the exact Rent Commencement Date/Lease Term Begin Date and the Termination Date of this Lease, such that it shall be a full 5-year term.
4. **INITIAL TERM RENTAL.** The Lessee shall pay the Lessor rent for the Premises during the first year of the initial 5-year Lease term at the following rate: The sum of Seventeen Thousand, Four Hundred Ninety And 00/100Dollars (\$17,490.00) per annum, in equal monthly installments of One Thousand, Four Hundred Fifty Seven And 50/100 Dollars (\$1,457.50). The annual rental rate for the first and each subsequent year of the initial term shall be in accordance with the following schedule. There are no annual increases.

<b>Begin Date</b>	<b>End Date</b>	<b>Annual Rent</b>	<b>Monthly Rent</b>
January 1, 2016	December 31, 2016	\$17,490.00	\$1,457.50
January 1, 2017	December 31, 2017	\$17,490.00	\$1,457.50
January 1, 2018	December 31, 2018	\$17,490.00	\$1,457.50
January 1, 2019	December 31, 2019	\$17,490.00	\$1,457.50
January 1, 2020	December 31, 2020	\$17,490.00	\$1,457.50

The annual rent throughout the entire lease term, including optional extensions, shall be payable in advance in monthly installments as shown above on the first day of each month, except for the month of July during which the monthly installment is not due until the 15th day. Said rental payments shall be made to Lessor at the address for notices hereinafter set forth.

5. **RENEWAL RENTALS.** Provided that the Lessee is not then in default, this Lease may, at the option of the Lessee, be renewed for two successive 5-year periods from and after January 1, 2021 subject to the availability of funds for the payment of rentals, upon the same terms and conditions herein specified, provided written notice be given to Lessor at least 120 days before the Lease would otherwise expire. The annual rental rate for the first and then each subsequent year of the renewal terms, if exercised, shall be in accordance with the following schedule. There are no annual increases.

Begin Date	End Date	Annual Rent	Monthly Rent
<b>If exercised, First Renewal Term</b>			
January 1, 2021	December 31, 2021	\$17,490.00	\$1,457.50
January 1, 2022	December 31, 2022	\$17,490.00	\$1,457.50
January 1, 2023	December 31, 2023	\$17,490.00	\$1,457.50
January 1, 2024	December 31, 2024	\$17,490.00	\$1,457.50
January 1, 2025	December 31, 2025	\$17,490.00	\$1,457.50
<b>If exercised, Second Renewal Term</b>			
January 1, 2026	December 31, 2026	\$17,490.00	\$1,457.50
January 1, 2027	December 31, 2027	\$17,490.00	\$1,457.50
January 1, 2028	December 31, 2028	\$17,490.00	\$1,457.50
January 1, 2029	December 31, 2029	\$17,490.00	\$1,457.50
January 1, 2030	December 31, 2030	\$17,490.00	\$1,457.50

6. **ASSIGNMENTS, SUBLETTING.** Lessee shall not assign this Lease in any event, and shall not sublet the demised Premises, and will not permit the use of said Premises by anyone other than the Lessee, and the agents, contractors, grantors and grantees, and servants of the Lessee, without prior written approval of the Lessor, which shall not be unreasonably withheld.

7. **COVENANTS OF LESSOR.** Lessor hereby covenants and agrees with Lessee as follows:

- a) Lessor warrants that Lessee shall have quiet use and enjoyment of the Premises; that Lessor has complete interest, right in and title to the Premises so as to enable Lessor to enter into this Lease; and that the Premises is not encumbered in any way so as to hinder or obstruct Lessee's proposed use thereof, including no encumbrance or obstruction due to existing easements, zoning ordinances or building restrictions. Lessor shall obtain a certificate of occupancy or any other authorizations required by local ordinance or regulations prior to Lessee's occupancy.
- b) The Lessor shall duly carry out the various obligations and duties imposed upon it at the time and in the manner called for by this Lease.

- c) Lessor shall furnish during the term of this Lease the goods, services and other items listed on Schedule I attached hereto and incorporated by reference.
- d) Lessor shall be responsible for the costs of all improvements necessary to meet and maintain the standards and specifications set forth in Schedule I and Exhibit A. Lessor shall maintain, at Lessor's expense, the Premises so as to comply with all federal, state and local codes applicable to the Premises.

Lessor agrees to complete, at Lessee's sole cost and expense, any reasonable improvements to the Premises which the Lessee requests to improve the health, safety and security of the Premises, which are in excess of code requirements and not required by Schedule I.

- e) In connection with the performance of work under this Lease, the Lessor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01(5), sexual orientation, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training, including apprenticeship. Except with respect to sexual orientation, the Lessor further agrees to take affirmative action to ensure equal employment opportunities. The Lessor agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Lessee, setting forth the provisions of the non-discrimination clause.

- f) Lessor is required to provide a written Affirmative Action Plan acceptable under Wisconsin Statutes and Administrative Code if the annual rent is fifty thousand dollars (\$50,000) or more per year and the Lessor employs fifty (50) or more employees. The Lessor must have a plan on file or submit a plan for approval, within fifteen (15) working days after the execution of this Lease, to the Department of Administration, Division of Administrative Services, whose address and phone number are listed at the bottom of the enclosed Form DOA-3269. Instructions and technical assistance in preparing the plan are available from the Department of Administration, Division of Administrative Services and will be forwarded to the Lessor upon presentation of State of Wisconsin Form DOA-3269 attached hereto. Failure to comply with the conditions of this Item may result in



the Lease being declared "Null and Void," the Lessor being declared "ineligible," or the withholding of rental payment until such time as the above cited plan is accepted.

- g) The Lessor as part of this Lease certifies that to the best of its knowledge both the Premises and the Building of which the Premises are a part do not contain any asbestos bearing material which is unsafe or which is not encapsulated. If during the Lessee's occupancy of the Premises such asbestos bearing material is found, and the Lessor has been notified by the Lessee that such asbestos bearing material exists, the Lessor shall within fourteen (14) days after receipt of such notice, be required to take such action as may be necessary to encapsulate or remove the asbestos bearing material. Upon determination that unsafe or un-encapsulated asbestos bearing material exists, the Lessee may at its option vacate the Premises until such time as the material has been encapsulated or removed to the satisfaction of the Lessee. If the Lessee vacates the Premises during the encapsulation or removal process, the Lessor shall reimburse the Lessee for all move related costs. No rent shall accrue to the Lessor during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to encapsulate or remove the asbestos bearing material within the time specified, this Lease may be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee on account of the cancellation of this Lease.
- h) The Lessor attests that space covered by this Lease is not owned by a state public official or state employee as defined in section 19.45, Wisconsin Statutes and Chapter ER-MRS 24 of the Wisconsin Administration Code, nor is the Lessor a business in which a state public official or state employee has any ownership, monetary or fiduciary interest.
- i) For the purposes of this Lease, "Hazardous Materials, Substances, or Air Pollutants" shall include, but not be limited to any and all substances, materials, waste, or air pollutants determined currently or in the future as hazardous or capable of posing a risk of injury to health, safety, or property by any Federal, State, or local statute, law, ordinance, code, rule, regulation, order, or decree. The Lessor attests that the Premises are free of any hazardous materials, substances, or air pollutants as defined above, and the Lessor will now and forever after the termination of this Lease hold Lessee harmless and indemnify the Lessee from and against any and all claims, liability, damages or costs arising from or due to the presence of hazardous materials, substances, or air pollutants as defined above, except liability resulting from Lessee's use and occupancy of the Premises.

If during the Lessee's occupancy of the Premises such hazardous materials, substances, or air pollutants are found, the Lessor shall as soon as possible after receipt of notice take such action as may be necessary to render the Premises safe.

Upon determination by the Lessee that unsafe hazardous materials, substances, or air pollutants as defined above affecting the Lessee's quiet enjoyment of the Premises exists, the Lessee may vacate the Premises until such time as the hazardous materials, substances, or air pollutants have been repaired or remediated to the satisfaction of the Lessee. If the Lessee vacates the Premises during the repair or remediation process, the Lessor shall reimburse the Lessee for all related or relocation costs and rent shall abate during the period of time the Lessee is not in occupancy of the Premises. In the event the Lessor fails to repair or remediate the hazardous materials, substances, or air pollutants as soon as practicable as determined by the Lessee, this Lease may by written notice to the Lessor be cancelled by the Lessee and the Lessor shall thereafter not have any claim against the Lessee due to the cancellation of this Lease.

Lessor will immediately advise Lessee in writing of any actions or claims relating to any hazardous materials, substances, or air pollutants on the Premises. If the Lessor has conducted or conducts any testing for hazardous materials, substances, or air pollutants on the Premises before or during the term of the Lease, then the Lessor shall provide a copy of any test results to the Lessee. The Lessee, at its own expense, may also conduct such testing as it deems appropriate on the Premises.

- j) In the event of any water damage to the Premises and/or common areas, Lessor agrees to begin the process of addressing the damage within twelve (12) hours of discovery or notification, and shall cause any water damaged (saturated, water spotted and/or dirty) materials to be dry within forty eight (48) hours of the time of discovery of such damage. If such materials are not completely dry by the end of the 48 hour period, the Lessee may require that the saturated materials (i.e. carpet, drywall, ceiling tiles, etc.) shall be removed from the premises and immediately replaced with new materials of identical quality or better quality.
- k) Lessor agrees to provide prior notification and provision of material safety data sheets (MSDS) if applicable to the Tenant on-site staff when any construction, renovation, maintenance, repairs, remodeling or cleaning work will be done within the building of which the Premises are a part of by

the Lessor, contractors or other representative of the Lessor. The project notification and MSDS documents should be provided to the on-site staff no less than five (5) workdays before the anticipated start of the actual work.

- l) The default by Lessor of any covenant or agreement contained in any paragraph or provision of this Lease, shall constitute a material default of the Lease, and shall entitle the Lessee to terminate this lease, PROVIDED, that prior to such termination, the Lessee shall notify the Lessor in writing of the nature of the default and shall grant the Lessor a period of thirty (30) days from the date of service of such notice to remedy or cease such act of default, and upon such remedy or cessation by the Lessor within said thirty (30) days, the Lessee shall waive the right to terminate for such default. In the event the act of default is such that it cannot be remedied within said thirty (30) day period, the Lessee shall waive the right to terminate for such default if corrective actions are commenced within such period and diligently pursued to completion by the Lessor.
- m) Lessor shall be responsible for paying to taxing authority the real estate taxes and any assessments on the Premises.

**8. COVENANTS OF LESSEE.** Lessee hereby covenants and agrees with Lessor as follows:

- a) Lessee does hereby covenant, promise, and agree to pay the rent in the manner hereinbefore specified, and to duly comply with all other provisions of this Lease at the time and in the manner herein provided.
- b) At the expiration of this Lease or any renewal thereof, the Lessee will return the Premises to the Lessor in as good condition as they were at the time the Lessee went into possession, ordinary wear, damage by the elements and fire excepted. It is mutually agreed, in consideration of the rent to be paid and other conditions of this Lease, that the Lessee shall not be responsible for damage to the Premises by fire unless such fire is caused by the Lessee's officers, employees or agents.
- c) The Lessee's Tenant will not make or permit anyone to make any alterations, improvements or additions in or to the Premises, without the prior written consent of the Department of Administration, as Lessee, and the Lessor.
- d) The default by Lessee (a) If Lessee shall be late in the payment of any rent or any other sum of money payable by Lessee to Lessor and if Lessee shall fail to cure said late payment within (30) days after receipt of notice of said late payment from Lessor, or (b) if Lessee shall be late in the

performance or observance of any other agreement or condition in this Lease to be performed or observed and if Lessee shall fail to cure said late performance or observance within thirty (30) days after receipt of notice from Lessor of said late performance or observance (unless Lessee commences to cure said late performance or observance within (30) days after receipt of notice thereof and expedite the curing of the same to completion with due diligence), then, in any of said cases and without waiving any claims for breach of agreement, Lessor may send written notice to Lessee of the termination of the term of this Lease, and, on the fifth (5th) day next following the date of the sending of the notice, the term of this Lease shall terminate, Lessee hereby waiving all rights of redemption.

- e) Lessee agrees that any improvements to the Premises made by Lessor for the benefit of Lessee shall be the property of Lessor. Such improvements exclude any of Lessee's system furniture, conventional furniture and all other Lessee personal property.

9. **INSURANCE.** Lessor agrees to procure and maintain, during the term of this lease, fire and casualty insurance for the building containing the Premises. Lessor also agrees to procure and maintain, during the term of this lease, commercial general liability insurance in the amount of not less than **\$1.0 million each occurrence and \$2.0 million general aggregate**. Under all conditions noted above, general aggregate limits are to apply on a per location basis. In addition, Lessor shall provide upon signing of the lease and thereafter annually, a certificate of insurance to Lessee evidencing such coverage by date of occupancy. When coverage requirements are \$2.0 million or greater, Lessee shall also be named as additional insured. The State of Wisconsin Self-Funded Liability and Property Programs protect the Lessee. Wisconsin Statutes provide funds to pay property and liability claims.

10. **HOLD HARMLESS.** Lessor agrees to protect, indemnify and save the State of Wisconsin harmless from and against any and all claims, and against any and all loss, cost, damage or expense, including without limitation reasonable attorneys' fees, arising out of any negligent acts of Lessor, its invitees or agents, or any failure of Lessor in any respect to comply with and perform all the requirements and provisions of this Lease.

The Lessee shall provide liability protection for its officers, employees and agents while acting within the scope of their employment. The Lessee further agrees to indemnify and hold harmless the Lessor for any and all liability, including claims, demands, losses, costs, or damages to persons or property arising out of,

or in connection with, or occurring in connection with this Lease, where such liability is founded upon or grows out of acts or omissions of any of the Lessee's officers, employees or agents while acting within the scope of their employment, where protection is afforded by ss. 893.82 and 895.46(1), Wis. Stats.`

11. **MAINTENANCE.** The Lessor shall maintain the Premises in good repair and tenantable condition, and as required by s. 704.07, Wis. Stats., throughout the term of this Lease, except in case of damage arising from a willful act or the negligence of the Lessee's agents or employees. For the purpose of so maintaining the Premises, the Lessor reserves the right at reasonable times to enter and inspect the Premises and to make any necessary repairs thereto.

12. **DAMAGE OR DESTRUCTION.** In the event the Premises are partially damaged or destroyed by fire or other casualty or happening such that Lessee may continue to use a part of the Premises, Lessor shall promptly repair such damage and restore the Premises to its condition immediately prior to said damage or destruction. In such event, the rental and any other obligations of Lessee payable hereunder shall abate proportionally by the ratio that the damaged area bears to the total area of the Premises. Should Lessor fail to complete said restoration within 60 days of the partial damage or destruction, Lessee may terminate this Lease.

In the event the Premises are damaged or destroyed such that Lessee is unable to occupy the Premises (untenantable) without undue hardship and/or disruption of its business, Lessee may elect to terminate this Lease by providing Lessor written notice of such termination within 14 days after such damage or destruction, and, in that event, all rent and other obligations of the Lessee hereunder shall terminate as of the date of such damage or destruction. In the event the Premises are untenable and Lessee does not elect to terminate this Lease, Lessor shall proceed immediately to rebuild and restore the Premises to its condition immediately prior to said damage or destruction. In the case of Lessee's election not to terminate, all rent and other obligations of the Lessee hereunder shall abate from the date of untenability until the date Lessee retakes possession of the Premises. In the event Lessor fails to complete the restoration within 120 days of the untenability, Lessee may terminate this Agreement.

13. **NOTICES.** Notice in writing referred to herein shall not be construed to mean personal notice, but such notice shall be given in writing, by mail, by depositing the same in the post office or letter-box, in a postpaid envelope, addressed to the Lessor at Lessor's last known address, and such notice shall be

deemed to be given at the time when the same shall be thus mailed. Such notices provided hereunder shall be addressed as follows:

If to Lessor: Wittman Regional Airport  
Attention: Peter Moll  
525 W. 20<sup>th</sup> Avenue  
Oshkosh, WI 54902.6871

Rent sent to: Same as above

If to Lessee: State Leasing Officer  
Wisconsin Department of Administration  
101 E. Wilson Street, 7th Floor  
P.O. Box 7866  
Madison, WI 53707-7866

14. **FUNDING.** The payment of rents under this Lease is subject to the availability of funds that may lawfully be used for such payment. As a result, the Lease does not constitute the contracting of public debt under Article VIII, Section 4 of the Wisconsin Constitution. The continuation of this Lease beyond the limits of the funds already available is contingent upon the future availability of funds to support the payment of rent for the programs housed in the facility covered by this Lease. In the event such funding is not made available to the program or programs involved, the Lessee may at its option and upon sixty (60) days prior written notice to the Lessor, terminate this Lease. Use beyond the limits of the funds already available is contingent upon the future availability of funds.
15. **RIGHT TO LEASE ADJACENT SPACE.** Lessee may lease any available adjacent space at any time during the term of this Lease or renewal options. Improvements for such space will be of the same nature and quality as that of the space contained herein. Such additional space shall be made available under mutually agreeable terms, conditions, and rental rate as mutually agreed upon.
16. **BROKERS.** Lessor and Lessee represent and warrant to each other that they have had no dealings with any broker or agent in connection with this Lease, and Lessor agrees to pay and hold Lessee harmless from any claims made by anyone for any compensation, commissions and charges claimed with respect to this Lease or the negotiations thereof.
17. **HOLDING OVER.** If Lessee holds over after the term hereof, with or without the express written consent of Lessor, such tenancy shall be from month to month only, with no renewal hereof or an extension for any

further term, and in such case basic monthly rent shall be payable at the rate during the last month of the term hereof. Such month-to-month tenancy shall be subject to every other term, covenant and agreement contained herein.

18. **SUBORDINATION.** This Lease shall be subordinate to any and all mortgages hereafter placed against the Premises by Lessor, provided that any such mortgage (or a separate written agreement, in recordable form, from the mortgagee in favor of and delivered to the Lessee) contains provisions to the effect that, so long as this Lease shall remain in force, in any action to foreclose the mortgage, Lessee will not be made a party defendant, that Lessee's possession of the Premises will not be disturbed and that Lessee's Leasehold estate will not be affected, impaired, or terminated by any such action or proceeding or by any judgment, order, sale or conveyance made or rendered therein or pursuant thereto, so long as (at the time of the commencement of such action or foreclosure proceeding or during the pendency thereof) Lessee is not in default under the terms, covenants, and conditions of this Lease beyond any grace period provided in this Lease for curing same.

19. **FORCE MAJEURE.** In the event either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lockouts, labor troubles, inability to procure materials, failure of power, riots, insurrection, war, acts of God, inclement weather, or other reason beyond that party's reasonable control, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay.

20. **EMINENT DOMAIN.** In the event the entire Premises shall be appropriated or taken under the power of eminent domain by any public or quasi-public authority, this Lease shall terminate and expire as of the date of such taking, and Lessee shall then be released from any liability thereafter accruing under this Lease.

In the event a portion of the Premises shall be so appropriated or taken and the remainder of the property shall not be suitable for the use then being made of the property by the Lessee, or if the remainder of the property is not one undivided parcel of property, Lessee shall have the right to terminate this Lease as of the date of the taking on giving to Lessor written notice of termination within thirty (30) days after Lessor has notified Lessee in writing that the property has been so appropriated or taken.



In the event of the termination of this Lease by reason of the total or partial taking of the Premises by eminent domain, then in any such condemnation proceedings, Lessor and Lessee shall be free to make claim against the condemning or taking authority for the amount of any damage done to them, respectively, as a result of the condemning or taking.

21. **CONSTRUCTION OF IMPROVEMENTS.** On or before the Term Begin Date/Rent Commencement Date, unless such date is extended by mutual written consent, Lessor shall complete or cause to be completed certain building improvements, all as more specifically set forth in herein; painting and re-carpeting of the office area, and the replacement of the hangar interior and exterior lights with LED fixtures. In the event that this Lessor's work is not completed by the Commencement Date, or an alternate date mutually agreed to by both parties to this Lease, then Lessee may contract directly for this work, and shall with 30-days' notice to the Lessor, deduct the cost of this work from the next, and any subsequent as needed, month's rent payment. Lessee, through its authorized agents only, may, at its option, revise said building improvements prior to commencement of construction and request changes during construction, provided, however, that such changes must first be approved by Lessor. The method and amount of payment by Lessee for any increase or decrease in costs, if applicable, resulting from said changes in construction shall be negotiated between the parties and documented in writing at the time of said requested changes. The Lessor/contractors shall comply with prevailing wage requirements by s. 103.49, Wis. Stats., if the cost of construction is greater than \$100,000 and if more than one trade is required to complete the entire project. If a single-trade project, the cost of construction must be \$48,000 or more.
22. **LESSEE COSTS.** Lessee shall be responsible for the janitorial services, utilities, monthly phone and data costs for the Premises.
23. **CAPTIONS.** The item captions contained herein are for convenience only and do not define, limit, or construe the contents of such items, paragraphs, or sections.
24. **AUTHORIZATION, BINDING EFFECT.** This Lease, together with all amending instructions subsequent thereto (collectively, the "Lease"), is not valid or effective for any purpose until approved by the Governor or his delegate, the Secretary of the Department of Administration, and no work is authorized until the Lease is fully executed.

25. **WAIVER.** The rights and remedies of either party under this Lease, as well as those provided or accorded by law, shall be cumulative, and none shall be exclusive of any other rights or remedies hereunder or allowed by law. A waiver by either party of any breach or breaches, default or defaults, of the other party hereunder shall not be deemed or construed to be a continuing waiver of such breach or default nor as a waiver of or permission, expressed or implied, for any subsequent breach or default.
26. **CHOICE OF LAW.** This Lease shall be governed by and construed and interpreted in accordance with the laws of the State of Wisconsin.
27. **EXECUTED LEASE.** This Lease when fully executed shall be binding upon the respective heirs, executors, administrators, successors, and assigns of the parties hereto.
28. **ENTIRE AGREEMENT.** This Lease constitutes the entire agreement between the parties with respect to its subject matter and constitutes and supersedes all prior agreements, representations and understandings of the parties, written or oral.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names as of the date of the last signature below.

LESSOR:  
Winnebago County

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

\_\_\_\_\_  
Mark L. Harris, County Executive

Dated: \_\_\_\_\_

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

\_\_\_\_\_  
Susan T. Ertmer, County Clerk

Dated: \_\_\_\_\_

LESSEE:  
State of Wisconsin

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

CATE S. ZEUSKE  
DEPUTY SECRETARY  
DEPARTMENT OF ADMINISTRATION

Dated: \_\_\_\_\_

File No. 370-021

## SCHEDULE I

The Lessor, at Lessor's cost, shall furnish to the Lessee during the term of this Lease, as part of the rental consideration, the following:

1. The environmental control system shall maintain a comfortable humidity level and temperatures for an estimated use of 60 hours per week as follows:

Summer

76 Degrees (+/- 2<sup>o</sup>)

50% Humidity Level (+/- 10%)

Winter

70 Degrees (+/- 2<sup>o</sup>)

25% Humidity Level (+/- 5%)

The temperature range during unoccupied times (generally 6 p.m. to 6 a.m.) may be varied by up to +/- 10<sup>o</sup> of the above temperatures.

2. Provide, maintain and service heating, air conditioning, plumbing and ventilating equipment as per manufacturers and/or installers recommendations.

**Must be compliant with State of Wisconsin Administrative Codes SPS 363 and 364, and ASHRAE 62.1-2013, in addition to all other applicable Federal, State and local codes. Relative to ventilation codes, where SPS 364 and ASHRAE 62.1-2013 conflict, apply SPS 364 to existing HVAC and ASHRAE 62.1-2013 to new HVAC equipment selections ensuring in all circumstances, that HVAC ventilation requirements will always meet or exceed State of Wisconsin Administrative Code SPS 364 minimum guidelines.**

**Lessor shall meet the following requirements:**

- a. All new HVAC units and equipment installed shall be high-efficiency type; gas-fired heating is required in all new construction.
  - b. All rooms shall have sufficient air movement to meet the Wisconsin code for air exchanges and CFM for office space and have adequate zoning to meet:  
Seasonal set points shall be as follows:  
Summer: 76 Degrees (+/- 2 degrees) and humidity of 50% (+/- 10%)  
Winter: 70 Degrees (+/- 2 degrees) and humidity level of 25% (+/-5%)
  - c. HVAC system "as is".
  - d. All new exterior walls and ceilings must meet minimum insulation code requirements.
  - e. Provide perimeter heating for exterior walls if required to meet seasonal set-points.
  - f. All air-handling equipment filters are changed quarterly.
  - g. Provide automatic temperature adjustment capability for unoccupied modes.
  - h. Provide separate venting/fans for restrooms.
  - i. Thermostat locations "as is".
3. Install and maintain fire extinguishers according to any governmental building code and underwriters' (UL) recommendations.
  4. Provide safe drinking water with hot and cold running water for restrooms, counter sinks and janitorial facilities. Such drinking water shall meet minimum State of Wisconsin Drinking Water Quality Standards.
  5. All areas to have ambient light level of 50 foot-candles throughout the demised area with 70 foot-candles at desktop. Provide a minimum of 30 foot-candles in corridors. Provide a minimum of 1 foot candle security lighting for on-premise parking areas.
  6. Keys already provided.

7. At Lessor's cost provide Water and Sewer & Heat and Air conditioning.
8. At Lessee's cost provide electricity for lights and other electrical equipment necessary for operation of the Premises.
9. At Lessor's cost furnish, install and replace during the term of this Lease and any extension thereof, light bulbs, fluorescent tubes, starters, ballasts or transformers.
10. All demised and common areas of the facility and exterior areas, including parking, utilized under this lease, including restrooms and any elevator(s) **must meet all requirements of new construction** for accessibility, health and safety standards in compliance with and in accordance with Wisconsin Administrative Code, Chapters SPS 332, 361 - 365, and the ANSI A117.1. ANSI Regulations will take precedence over Wisconsin Administrative Codes, except when such codes shall be equal to or exceed the ANSI Regulations. All elevators shall meet the Wisconsin Administrative Codes, SPS 318 and SPS 362 and ANSI A117.1.
11. Furnish building occupancy or use permit(s) if required.
12. Furnish all necessary janitorial and maintenance equipment and supplies for restrooms including soap, towels and toilet tissue.
13. JANITORIAL SERVICES Lessor is to provide all services, supplies and equipment required to clean and keep clean all areas of the building, sidewalks, parking areas, and grounds. This includes, but is not limited to, the plowing and removal of snow, ice removal and salting, removal of trash, pest control and the proper disposal of recyclable materials separated by Lessee. Beginning January 1, 1995, proper disposal of materials shall comply with sections 16.15(3) and 287.07 Wis. Stats., which require recycling the following items: aluminum containers, corrugated paper or other container board, foam polystyrene packaging, glass containers, magazines, newspaper, office paper, plastic containers, steel containers, and waste tires. Lessor shall provide a central collection area and separate collection containers as require for the deposit of all such recyclable and non-recyclable waste generated at the leased premises. Lessor further agrees to comply with all applicable municipal recycling requirements adopted under section 287.13, Wis. Stats.
14. Signage "as is".
15. Provide parking places in adjacent parking area, which is understood by the parties hereto to include 24/7 parking for State-owned vehicles.
16. Provide snow and ice control and removal. Snow and ice will be removed from designated walking surfaces on Lessor controlled parking lots and sidewalks on building grounds by 6:30 AM each working day and 9:00 AM on non-working days. These walk areas shall be maintained in a reasonably slip resistant condition and passable for people with disabilities (i.e. individuals who use walkers, canes, crutches, wheelchairs, etc.). Walking surfaces will be maintained snow and ice free during working hours. Particular attention shall be paid during on-going snowfalls, ice storms or when melting snow and ice re-freezes on walking surfaces. Parking lots shall be cleared within 24 hours of a 2-inch or greater snowfall (or sooner if weather permits).

In the event that the Lessor fails to remove the snow and ice from the leased facility in accordance with the terms of the paragraph above, the Lessee may cause the same to be done and deduct the cost of such snow and ice removal from the rent due the Lessor.

Lessee's removal of snow and ice shall not release Lessor of liability or obligation under the provisions of this lease or any law or regulation.

17. In the event the Lessor does not furnish the aforementioned services and items in this Schedule or the demised Premises are untenable for any other reason which is not due to the negligence of the Lessee, the Lessee may provide such services and items at its own expense and deduct these expenses from rental payments, provided Lessee notifies Lessor thirty (30) days in advance of any deduction, and provides an itemized statement listing the services and items not being furnished.

18. Lessor agrees to construct and/or remodel and equip the building in accordance with State and local building codes, in accordance with mutually agreed upon plans attached hereto.

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