WINNEBAGO COUNTY BOARD OF SUPERVISORS TUESDAY, NOVEMBER 18, 2014

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, November 18, 2014, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

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

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

- Communications, petitions, etc.
 - Forest County Resolution No. 26-2014 opposes the lapse of Wisconsin judicial branch funding over the next two-year period
 - Juneau County Resolution #14-69 "Opposition to Proposed Lapse in State Funding to Circuit Court System"
 - Juneau County Resolution No. 14-71 "Supporting State Funding for County 911 Services / One Designated Public Service Answering Point Per County

Zoning Petitions:

- o Richard J. Kiesow Town of Wolf River Parcel #032-0539-01-01
- o Marvin R. Kasuboski Town of Omro Parcel #016-0476-01
- Kimberly J. Egan Town of Omro Parcel #016-0726-01(p)
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the October 21, 2014 and October 27, 28 & 29, 2014 meetings being sent separately
- County Executive's Report
- County Executive's Appointments
 - o Board of Health Dr. Sam Hoffman
 - o Grievance Review Board Joe Hotynski
 - o Human Services Board Supervisors Harold Singstock and Michael Norton
 - Local Emergency Planning Commission Beth Erdman, Keith Kiesow, Greg Gibbons, Janell Tatro, Deborah Berner and Ernest Winters
 - Veterans Service Commission Dale Witzke
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

Report No. 001 - James Zitzelsberger - Town of Black Wolf

Amendatory Ordinance No. 100114 – Rezoning to A-2 for tax parcel no. 004-0441-01

Report No. 002 – Aaron J. Dahlke, Renee A. Dahlke, Cheryl R. Messerschmidt and Kevin G. Messerschmidt – Town of Nekimi Amendatory Ordinance No. 100214 – Rezoning to R-1 for tax parcel nos. 012-0287, 012-0287-03 & 012-0287-02

Report No. 003 - LaVern Silverthorn, Rev. TST.: Phyllis Silverthorn, Rev. TST.: Town of Omro

Amendatory Ordinance No. 100314 - Rezoning to A-2 for tax parcel nos. 016-0194 and 016-0193

Report No. 004 – Jeffrey Eagloski, Laura Eagloski, John Pruchnofski and Roberta Pruchnofski – Town of Wolf River Amendatory Ordinance No. 100414 – Rezoning to A-2 for tax parcel nos. 032-0560-01 and 032-0542-02

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 95-112014: Commendation for Jean Martinez

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 96-112014: Disallow Claim of Enoch Arteaga

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 97-112014: Disallow Claim of Kreilkamp Trucking Inc., (Incident Date: 9-23-2014)

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 98-112014: Approving Employee Health Clinic and Authorizing Contracts for its Operation Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 99-112014: Award the Sale of \$4,395,000 General Obligation Promissory Notes
Submitted by:
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 100-112014: Authorize the Appropriation of \$15,000 for the Purchase and Installation of a Salt Brine
Tank and Dispensing System for the County Highway Department at the New STH 26
Salt Storage Facility Located in the Town of Nekimi

Submitted by: HIGHWAY COMMITTEE PERSONNEL AND FINANCE COMMITTEE

> Respectfully submitted, Susan T. Ertmer Winnebago County Clerk

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

NUMBER	_1

PETITION FOR ZONING AMENDMENT

TO: Winnebago County Board of Supervisors Winnebago County Courthouse 415 Jackson St Oshkosh, Wisconsin 54901

(Name) Richago T. Kiesow

7640 Kiesow Rd. LARSEN, W-54947

(Address) . Kichard J. Kilson

(Legal Signature)

Cholet & Kiesow

Violet S. Kiesow



Winnebago County Zoning Department P.O. Box 2808 112 Otter Ave, 3rd Floor Oshkosh, WI 54903-2808 (920) 232-3344 (920) 232-3347 (fax)



For office use only Checked FLUP Res Agreed Yes CASE

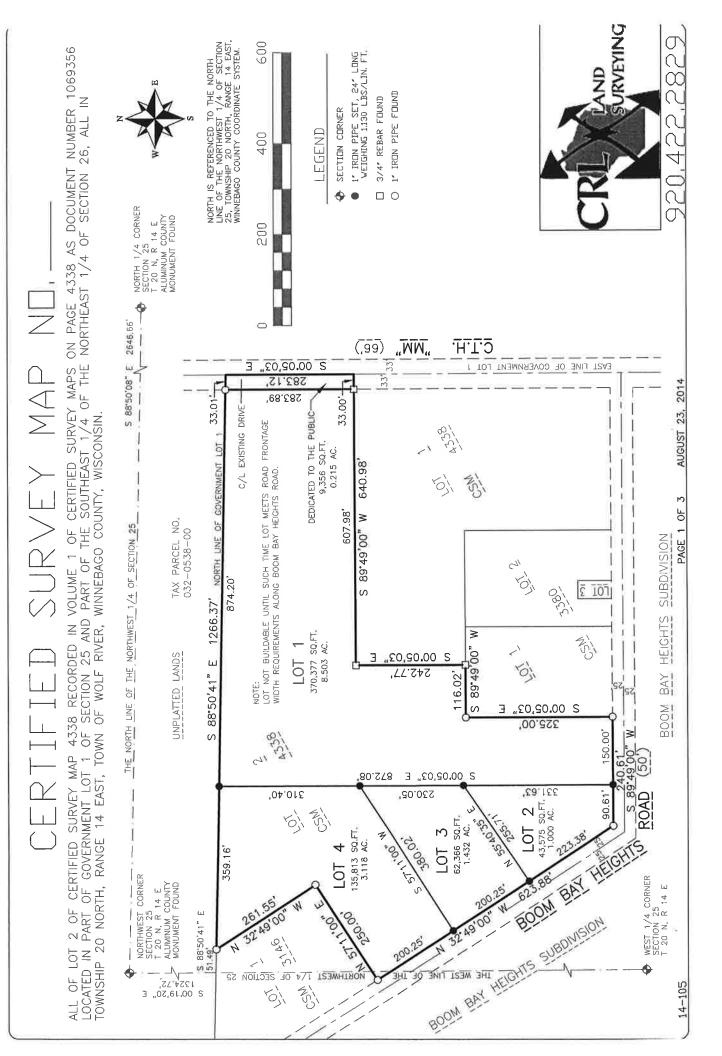
Application #: 2014-7C-

ZONING MAP AMENDMENT APPLICATION

Pleas	e print	t or type. Please use black ink for duplicating purposes.) Payable to: Winnebago County								
١.		ROPERTY OWNER:								
	A-1	INAME: Richard T. Kiesow + Violet S. Kiesow								
		Mailing Address: 7640 Kiesow RD								
		harsen, W1, 54947								
		Phone: 920-836 2590 E-mail:								
	pla pe all	ermission is hereby granted for appropriate County Staff to enter upon the property for the accement and removal of hearing notices and conducting inspections prior to hearing. Said ermission is to remain in force until the conclusion of the Public Hearing and is binding upon heirs and assigns. Sperty Owner's Signature: Date: 125/14								
HE	REBY	Y APPOINT THE FOLLOWING AS MY AGENT FOR PURPOSES OF THIS APPLICATION:								
	A-2	AGENT (NAME): TASKO A VICKI GETROVICH								
		Mailing Address: 7673 Boom Bay Heights Rd								
		Larsen, WI 54947								
		Phone: 920 - 836 - 1940 E-mail: PETROVILOS@) CENTURY TEL. N								
Αg	gent's	Signature: Date: 9/25/2014								
	PR	ROPERTY INFORMATION:								
	B-1	Tax Key/Parcel #: 032-05390/0/								
		Location of affected property: Sec 25 - T20 N. R14E								
		Current Zoning: AGRICULTURE 2 Proposed Zoning: Dut at Residential K-1								
		Zoning Code Legend (Proposed								
		A-1 Agribusiness district B-1 Local Service Business district								
		R-2 General Agriculture district B-2 Community Business district								
		R-1 Rural Residential district B-3 General Business district								
		R-2 Suburban Residential district I-1 Light Industrial district								
		R-3 Two-family Residential district I-2 Heavy Industrial district R-4 Multifamily Residential district M-1 Mixed-Use district								
		R-8 Manufactured/Mobile Home Community district PDD Planned Development district								
	B-5	Current Use: GEN AGRICULTURE USE.								
		Use (Proposed): Building PUCE BUILDING								
	B-6	SEWER: Existing Required TYPE: Municipal Private System								

Responses may be typed on a separate sheet and attached to this form.

D	Describe Present Use(s): Farmed - WHEAT
_	
_	**************************************
D	Build Pale BuilDiN6
-	
<u> —</u>	escribe the essential services (sewer, water, streets, etc.) for present and future
	N/A
_	
_	
	9
D	escribe why the proposed use would be the highest and best for the property:
	RESIDENTIAL. THE LAND REQUESTED FOR
	Le ZONING WILL BE USER WITH EXISTING Homes
0	OR NEW HOMES.
De	escribe the proposed use(s) compatibility with surrounding land uses:
- 0	SHOWN AS. FUTURE LAND USE BY BOTH TOWN
-	
_	OF WOLF RIVER AND WINNEGABO COUNTY



PETITION FOR ZONING AMENDMENT

TO: Winnebago County Board of Supervisors Winnebago County Courthouse 415 Jackson St

Oshkosh, Wisconsin 54901

The undersigned owner(s) of the property herein described hereby petitions your honorable	
body for an amendment to the Winnebago County Town/County Zoning Code and Map to effect a	
change in the Zoning Classification of real estate in the Town of	
Winnebago County, Wisconsin, more particularly described as follows, to-wit:	
see attached	
zoning district to R - Zoning district. The and described above will be used for Resident	
if the amendment is adopted.	
Dated this 24 day of Septbet, 20 14.	
Respectfully submitted:	
Marvin R Kasuboski (Name) 3370 St. Rd. 116	
(Address) (Legal Signature)	



Winnebago County Zoning Department P.O. Box 2808 112 Otter Ave, 3rd Floor Oshkosh, WI 54903-2808 (920) 232-3344 (920) 232-3347 (fax)



For office use only Agreed Yes CAR Checked FLUP _

Application #: 2014-ZC - 2860

ZONING MAP AMENDMENT APPLICATION

Please print or type. Please use black ink for duplicating purposes.)	Fee: \$765.00 Payable to: Winnebago County
A. PROPERTY OWNER:	*
A-1 NAME: Marvin RKas	u hac K-
	, , , , , , , , , , , , , , , , , , ,
Mailing Address: 3370 St. Rcl	116 0 Mro wis. 54963
)*/	
Phone: <u>420 - 579 - 6149</u>	E-mail: Marvin-Kasuboski @ C/
Permission is hereby granted for appropriate Co	unty Staff to enter upon the property for the
placement and removal of hearing notices and co	onducting inspections prior to hearing. Said
permission is to remain in force until the conclus all heirs and assigns.	sion of the Public Hearing and is binding upon
an field assigns,	
Property Owner's Signature:	Date: 9-24-14
HEREBY APPOINT THE FOLLOWING AS MY AGENT FOR PURPO	DSES OF THIS APPLICATION:
A-2 AGENT (NAME):	
Mailing Address:	
Phone:	E-mail:
Agent's Signature:	Dete
	Date:
B. PROPERTY INFORMATION:	
B-1 Tax Key/Parcel #: 0/6-0476-	01
B-2 Location of affected property: 3 3 70 5 1	. RO 116 OMO Wis. 54863
	· NO 170 01110 017:39402
B-3 Current Zoning: B-D	Proposed Zoning:R - /
Zoning Code Le	egend
A-1 Agribusiness district	B-1 Local Service Business district
A-2 General Agriculture district	B-2 Community Business district
R-1 Rural Residential district	B-3 General Business district
R-2 Suburban Residential district	I-1 Light Industrial district
R-3 Two-family Residential district R-4 Multifamily Residential district	I-2 Heavy Industrial district
R-8 Manufactured/Mobile Home Community district	M-1 Mixed-Use district PDD Planned Development district
1 0 0 1	/ Islands bevelopment district
B-5 Current Use: Residentia	/
Use (Proposed): Residentic	a/ .
	*/
B-6 SEWER: Existing Required TYP	PE: Municipal Private System

Responses may be typed on a separate sheet and attached to this form,

	Describe Present Use(s):
	_Residential
	Describe Proposed Use(s): Residential
	Describe the essential services (sewer, water, streets, etc.) for present and future use private sewer & water
29	Describe why the proposed use would be the highest and best for the property:
9	Describe why the proposed use would be the highest and best for the property:
9	Describe why the proposed use would be the highest and best for the property:
2 3	Describe why the proposed use would be the highest and best for the property:
2 2	Describe why the proposed use would be the highest and best for the property:
9 9 9	Describe why the proposed use would be the highest and best for the property:
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Describe why the proposed use would be the highest and best for the property: \[\frac{1}{2} \langle \fra
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Describe the proposed use(s) compatibility with surrounding land uses:
9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9 9	Describe the proposed use(s) compatibility with surrounding land uses:

PETITION FOR ZONING AMENDMENT

TO: Winnebago County Board of Supervisors Winnebago County Courthouse 415 Jackson St Oshkosh, Wisconsin 54901

The undersigned owner(s) of the property herein described hereby petitions your honorable
body for an amendment to the Winnebago County Town/County Zoning Code and Map to effect a
change in the Zoning Classification of real estate in the Town of,
Winnebago County, Wisconsin, more particularly described as follows, to-wit:
part of the NW 14 of the NW 14 of section 32, TIBN, RISE
In CSM 4720, the NE portion of lot 1, denoted as parcel k.
Also, See attached survey map.
From zoning district to zoning district. The
land described above will be used for residential improvements, namely
septic improvements, and green space if the amendment is adopted.
Dated this 23 rd day of September, 20 14.
Respectfully submitted:
Kimberly J. Egan
(Name) 6825 Cauch Fd K
(Address)
_ Kentselff
(Legal Signature)



Winnebago County Zoning Department
P.O. Box 2808
112 Otter Ave, 3rd Floor
Oshkosh, WI 54903-2808
(920) 232-3344
(920) 232-3347 (fax)



november - cmz For office use only Checked FLUP MZ Agreed Application #: 2014-ZC-2880

ZONING MAP AMENDMENT APPLICATION

Please print or type. Please use black ink for duplicating purposes.)	Fee: \$765.0 Payable to : Winnebago Count							
A. PROPERTY OWNER:								
A-1 NAME: James and Kimberly Egan Revocable Trust								
Mailing Address: 6825 County Rd K								
Omro, WI 54963								
Permission is hereby granted for appropriate Conplacement and removal of hearing notices and conpermission is to remain in force until the conclus all heirs and assigns. Property Owner's Signature:	onducting inspections prior to hearing. Said							
I HEREBY APPOINT THE FOLLOWING AS MY AGENT FOR PURPO	OSES OF THIS APPLICATION:							
A CASENE WANTE								
AZ AGENT (NAINE).								
Phone:	E-mail:							
Agent's Signature:	Date:							
3. PROPERTY INFORMATION:								
B-1 Tax Key/Parcel #:								
B-2 Location of affected property: directly east &								
B-3 Current Zoning:	Proposed Zoning:							
Zoning Code Le	egend							
A-1 Agribusiness district	B-1 Local Service Business district							
A-2 General Agriculture district	B-2 Community Business district							
R-1 Rural Residential district	B-3 General Business district							
R-2 Suburban Residential district	I-1 Light Industrial district							
R-3 Two-family Residential district	I-2 Heavy Industrial district							
R-4 Multifamily Residential district	M-1 Mixed-Use district							
R-8 Manufactured/Mobile Home Community district	PDD Planned Development district							
B-5 Current Use: <u>Vacan</u> t								
Use (Proposéd): adjoin residential let	<u> </u>							

Responses may be typed on a separate sheet and attached to this form.

esc	ribe Proposed Use(s):
	adjoin our residential lot and provide area for
	mound septiz system and play area for childre
esc	ribe the essential services (sewer, water, streets, etc.) for present and futur
	As stated above, area can be used for mound
	septic system for 6825 County Rd K in the future.
esc	ribe why the proposed use would be the highest and best for the property:
	This would enlarge our lot, eliminating crowding of
	houses in this rural area. It would also
	be a more ideal location for a mound system than the west side of the property.
	be a more ideal location for a mound system
	be a more ideal location for a mound system
esc	be a more ideal location for a mound system than the west side of the property.
esc	be a more ideal location for a mound system

NEW FRONTIER LAND SURVEYING LLC. P.O. BOX 576- BEAVER DAM, WI 53916 PH (920-885-3904) FAX (920-885-3905)

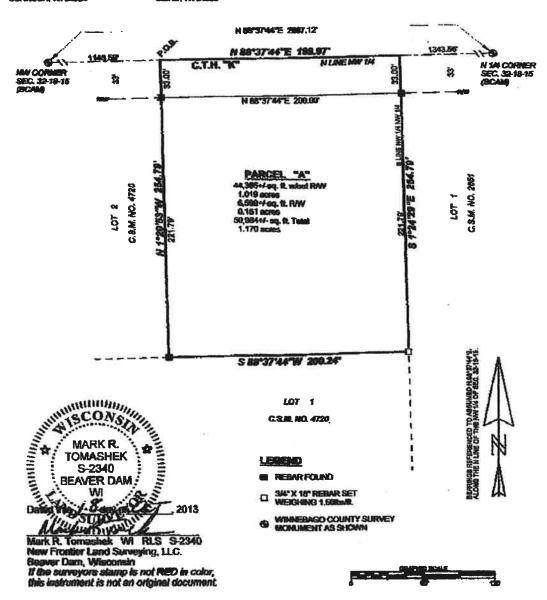
PROPERTY SURVEY

(THIS MAP & DESCRIPTION DRAFTED FOR BENEFIT OF SALE TO ADJACENT OWNERS)

A SURVEY OF A PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 4720 BEING A PART OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWN 18 NORTH, RANGE 15 EAST, TOWN OF OMRO, WINNESAGO COUNTY, WISCONSIN.

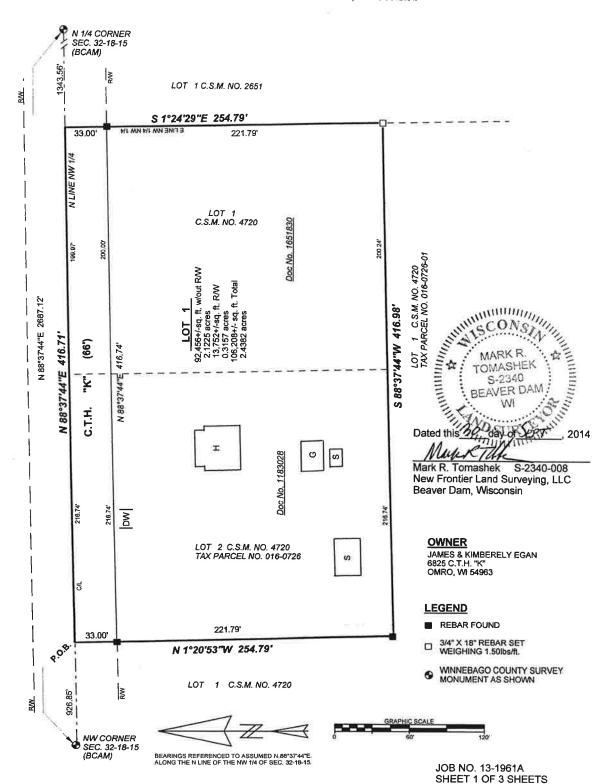
OMMER
JAMES & MARCANET POTRATZ
1931 IGNOTT RD.
CSH003H, WI 54004

INLYIER JAMES & KUNDERELY GGAN RIEV. TRUST 6026 C.T.H. "K" OMRD, VM 56005



WINNEBAGO COUNTY CERTIFIED SURVEY MAP NO.

A SURVEY OF LOT 2 AND A PART OF LOT 1 OF CERTIFIED SURVEY MAP NUMBER 4720 BEING A PART OF NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 32, TOWN 18 NORTH, RANGE 15 EAST, TOWN OF OMRO, WINNEBAGO COUNTY, WISCONSIN.



10/22/2014 Report No: 001

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2014-ZC-2830 filed with the County Clerk by:

ZITZELSBERGER, JAMES, Town of BLACK WOLF and referred to the Planning and Zoning Committee on 9/23/2014 and

WHEREAS, a Public Hearing was held on 10/22/2014, pursuant to mailed and published notice as provided by as on the following:

<u>PROPE</u>	RTY IN	IFORM <i>A</i>	ATION:				
Owner(s) of Property: Agent(s): NA		operty:	ZITZELSBERGER, JAMES				
Locatio	n of Pre	mises A	ffected: 6497 C	COUNTY RD R, C	OSHKOSH, WI 5	4902	
Legal Description:		Being a part of the NE 1/4 of the NW 1/4, Section 30, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.					
Tax Pa	rcel No	:	004-044101				
Sewer: Overlay	[X] r: []		Existing Airport Floodplain	[] Required [] SWDD [] Microwave	[] Municipal [X] Shoreland [] Wetlands	[X] Private System	
A I	WHER	WHEREAS, Applicant is requesting a rezoning to A-2 General Agriculture,					
And	WHER	EAS, we	received notification from the Town of BLACK WOLF recommending Approval				
And conside				Zoning Committee following findings		formed of the facts, and after full	
Town fir	The Town of BLACK WOLF has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows: 1. Contingent upon CSM to combine parcel with surrounding						
	Town of	f Black V		ed. Town action	is advisory due t	o shoreland jurisdiction.	
 Prop Zoni 	 There were no objections. Proposed use is compatible with adjacent uses. Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district. 						
Finding	s were i	made in	consideration of	Section 23.7-5(t	o)(1),(2),&(3).		
conside				OLVED, that this ding Approval by		eby reports our findings for your	
enclose	AND B	E IT FUF ance is h	RTHER RESOLY nereby	VED, by the Winr PTED OR ☐ DE	nebago County E NIED.	Board of Supervisors, that the	

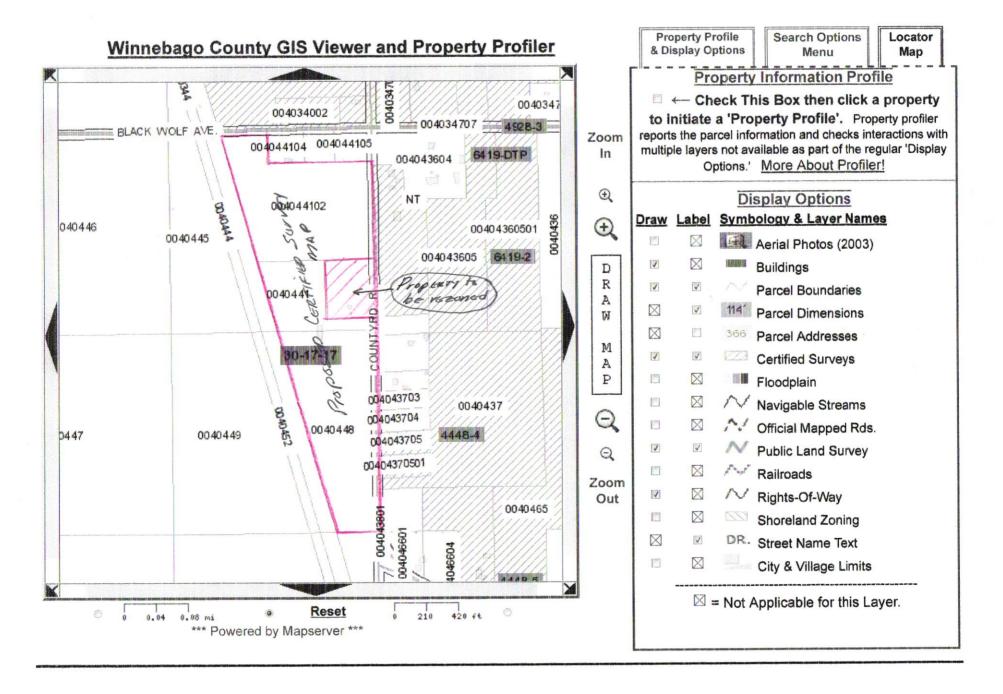
For the Planning and Zoning Committee

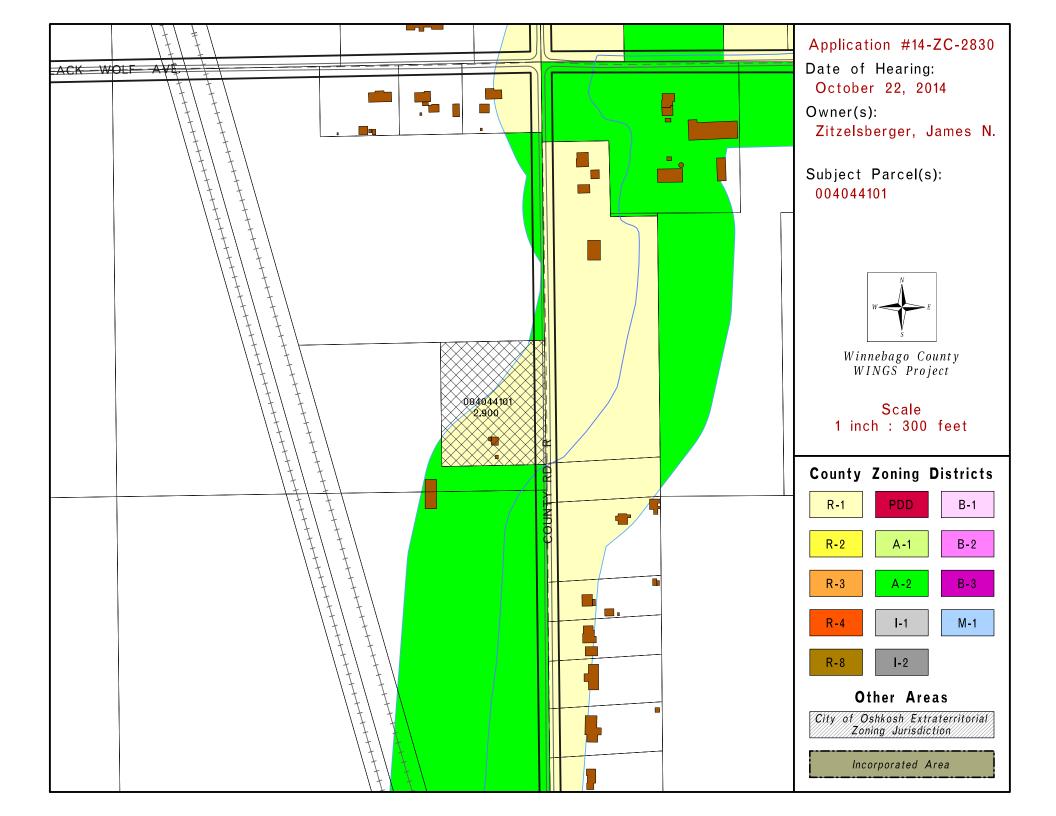
AMENDATORY ORDINANCE # 100114

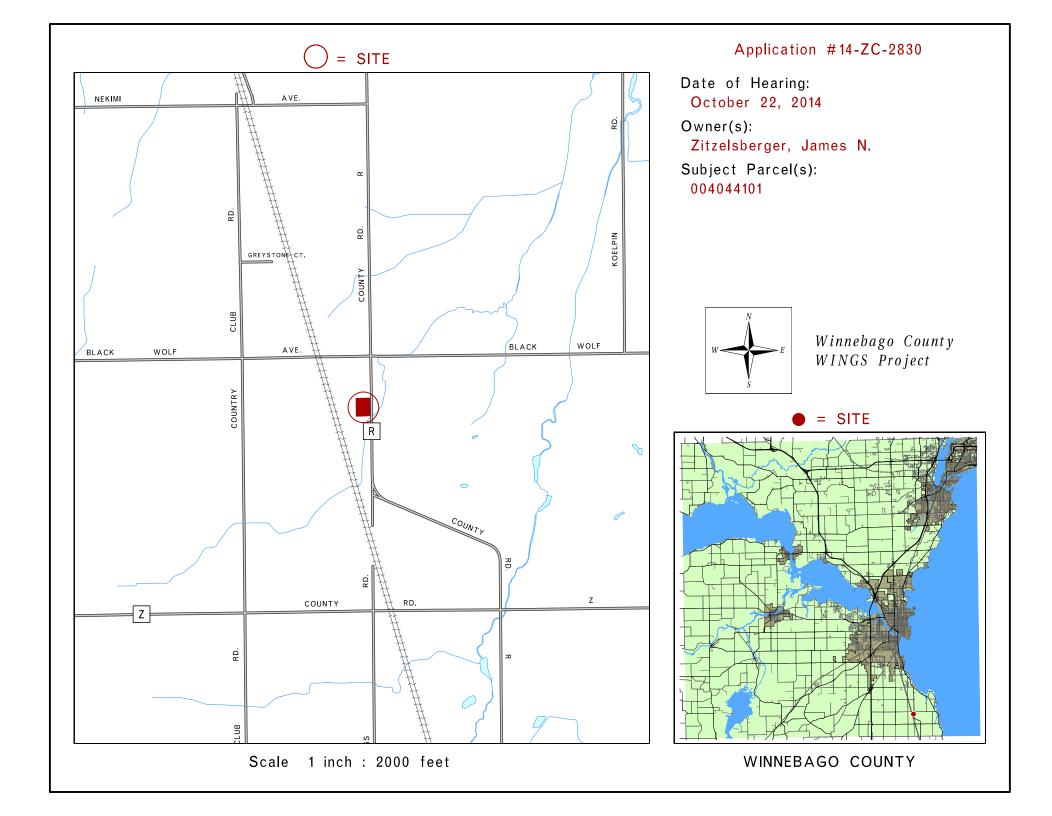
The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2014-ZC-2830 as follows:

Being a part of the NE 1/4 of the NW 1/4, Section 30, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

FROM:	R-1 Rural Residential,						
TO:	A-2 General Agriculture,						
Adopted/	Denied this	day of	, 20				
			David Albrecht, Chairperson				
ATTEST:							
Susan T.	Ertmer, Clerk						
		O COUNTY EXECUTIVE THIS	DAY OF				
			Mark Harris				
			County Executive				







10/22/2014 Report No: 002

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2014-ZC-2820 filed with the County Clerk by: DAHLKE, AARON J; DAHLKE, RENEE A; MESSERSCHMIDT, CHERYL R; MESSERSCHMIDT, KEVIN C, Town of NEKIMI and referred to the Planning and Zoning Committee on 9/23/2014 and

WHEREAS, a Public Hearing was held on 10/22/2014, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

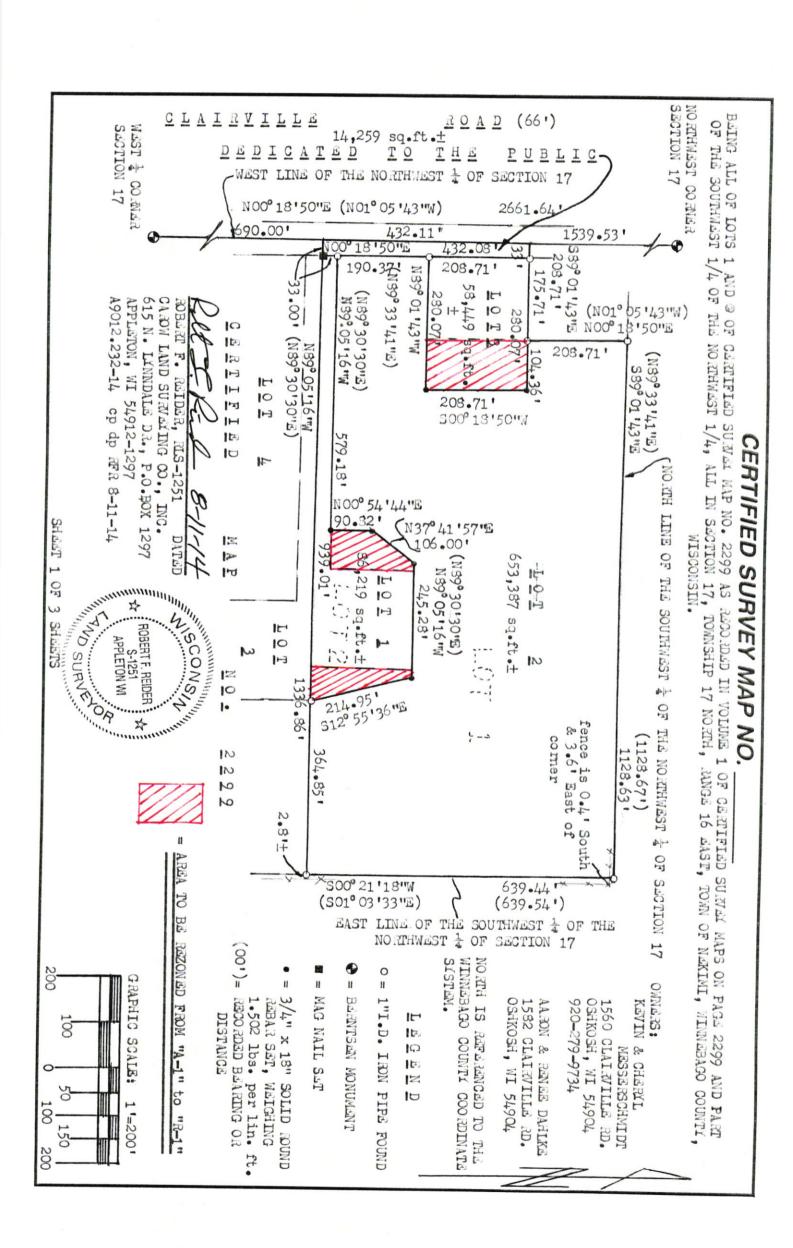
Owner(s) of Property: DAHLKE, AARON J ; DAHLKE, RENEE A ; MESSERSCHMIDT, CHERYL F MESSERSCHMIDT, KEVIN C						ERSCHMIDT, CHERYL R ;	
Agent(s): Location of Pre	emises A	ffected: 1564	CLAIRVILLE	RD, OS	SHKOSH, WI 549	904	
Legal Descript 16 East, Town					NW 1/4, Section	17, Township 17 North, Range	
Tax Parcel No.	:	012-0287, 01	012-0287, 012-028703, 012-028702				
Sewer: Overlay:	[X] [] []	Existing Airport Floodplain	[] Require [] SWDD [] Microw	[.	Municipal X Shoreland Wetlands	[X] Private System	
WHER And	EAS, Ap	plicant is requ	esting a rezor	ning to F	R-1 Rural Reside	ntial,	
	EAS, we	received notif	ication from tl	he Towi	of NEKIMI reco	ommending Approval	
					being fully inforr	med of the facts, and after full	
1. The Town of ordinance. 2. There were 3. Proposed u 4. Zoning Map development in 5. The amend by the Wiscons 6. The amend farmland in the	for Appro for Appro no object se is com Amendr appropr ment is s sin Depar ment will area.	has approved tions. hpatible with acment/Zoning Criate zoning disubstantially content of Agric not substantial	llows: 1. Tow 2. Action 3. Surron chain Town has rin djacent uses. hange is requirated. nsistent with religious in the control of the control	vn does on does rounding nge wor ight of a uired as the Cou , and Co imit curr	have an adopted agree with Town g parcels in this a ald be in complia pproval or denial condition of plat/ anty's Farmland Fonsumer Protection	n adopted Town plan. area are zoned R-1 so this nce with those. I per terms of zoning CSM approval and will place Preservation Plan as certified	
Findings were	made in	consideration (of Section 23.	.7-5(b)(1),(2),&(3).		
NOW consideration a						reports our findings for your	
AND E enclosed Ordir						ard of Supervisors, that the	
					For the P	lanning and Zoning Committee	

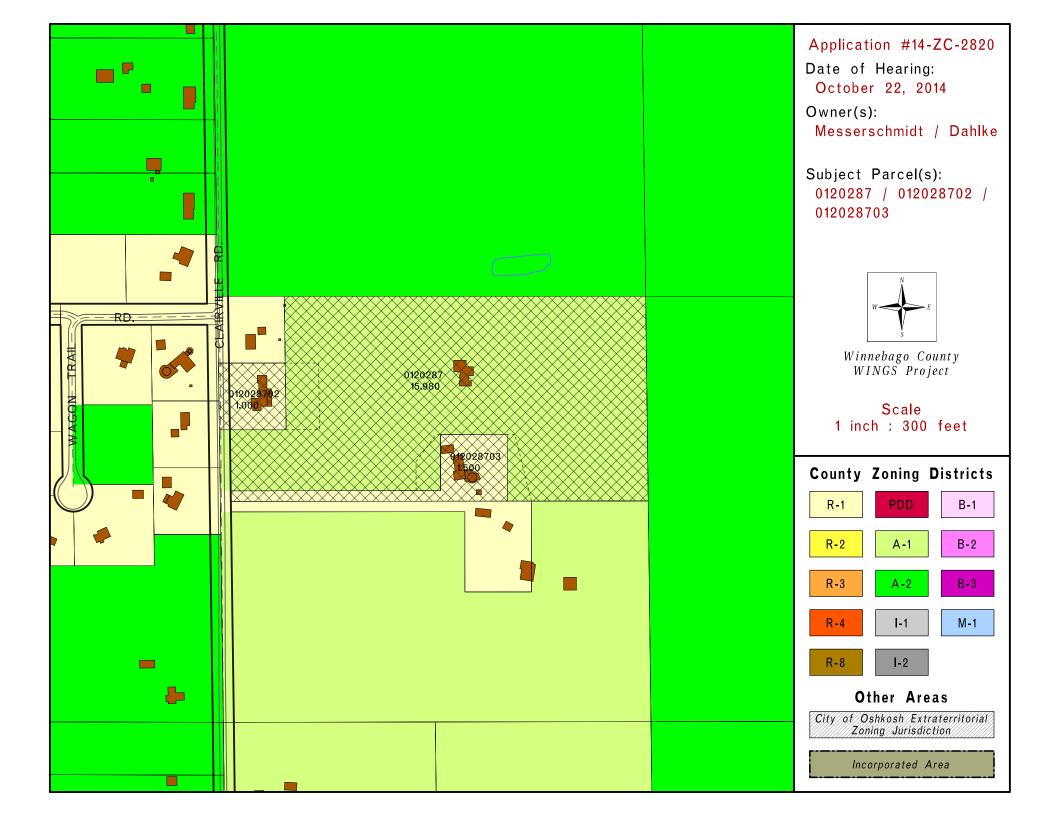
AMENDATORY ORDINANCE # 100214

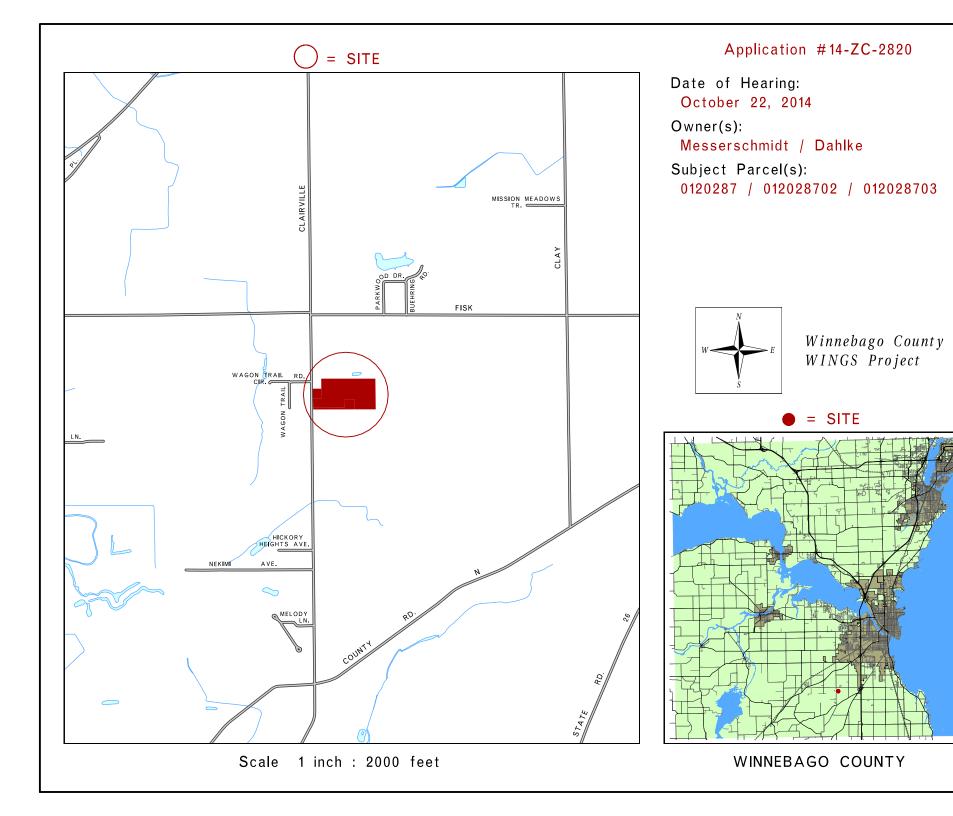
The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2014-ZC-2820 as follows:

Being a part of the SW 1/4 of the NW 1/4, Section 17, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

FROM:	R-1 Rural Res	idential, A-2 General Agriculture,				
TO:	R-1 Rural Residential,					
A depte d/	Danied this	day of	20			
Adopted/	Denied this	day of	, 20 David Albrecht, Chairpers	son		
ATTEST:						
Susan T.	Ertmer, Clerk					
APPROV	'ED BY WINNEB	AGO COUNTY EXECUTIVE THIS	DAY OF			
		, 20				
			Mark Ha County Execut			







10/22/2014 Report No: 003

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2014-ZC-2840 filed with the County Clerk by:

SILVERTHORN REV TST, LAVERN; SILVERTHORN REV TST, PHYLLIS, Town of OMRO and

referred to the Planning and Zoning Committee on 9/23/2014 and WHEREAS, a Public Hearing was held on 10/22/2014, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

_							
Owner(s) of F Agent(s):	Property:	SILVERTHORI	N REV TST, LAV	'ERN ; SILVERT	HORN REV TST, PHYLLIS		
Location of Premises Affected: 4595 COUNTY RD F, OMRO, WI 54963							
<i>Legal Descrip</i> of Omro, Win		Being a part of County, Wisconsi		tion 6, Township	18 North, Range 15 East, Town		
Tax Parcel No.:		016-0194, 016-0193					
Sewer: Overlay:	[] [] []	Existing Airport Floodplain	[] Required [] SWDD [] Microwave	[] Municipal [] Shoreland [] Wetlands	[] Private System		
	WHEREAS, applicant is requesting a rezoning to A-2 General Agriculture,						
	REAS, w	we received notification from the Town of OMRO recommending Approval					
And WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and a consideration of the matter, making the following findings:				formed of the facts, and after full			
The Town of OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: 1. Town does have an adopted land use plan.							
 Action does agree with Town adopted Town Plan. The Town of Omro has approved. Town has right of approval or denial per terms of zoning ordinance. There were no objections. 							
 Proposed Zoning Ma 	use is co ap Amend	mpatible with adj	ange is required a	as a condition of	plat/CSM approval and will place		
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	e Planning and Zoning Committee		

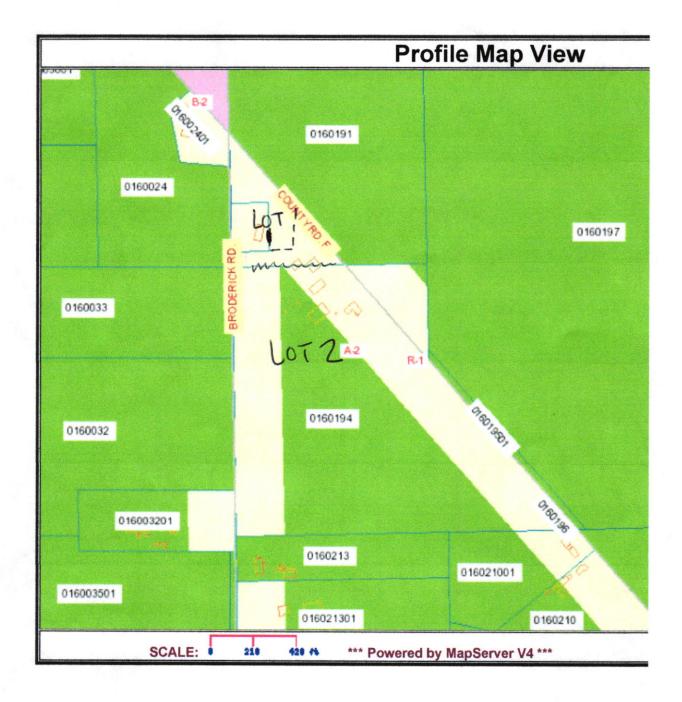
AMENDATORY ORDINANCE # 100314

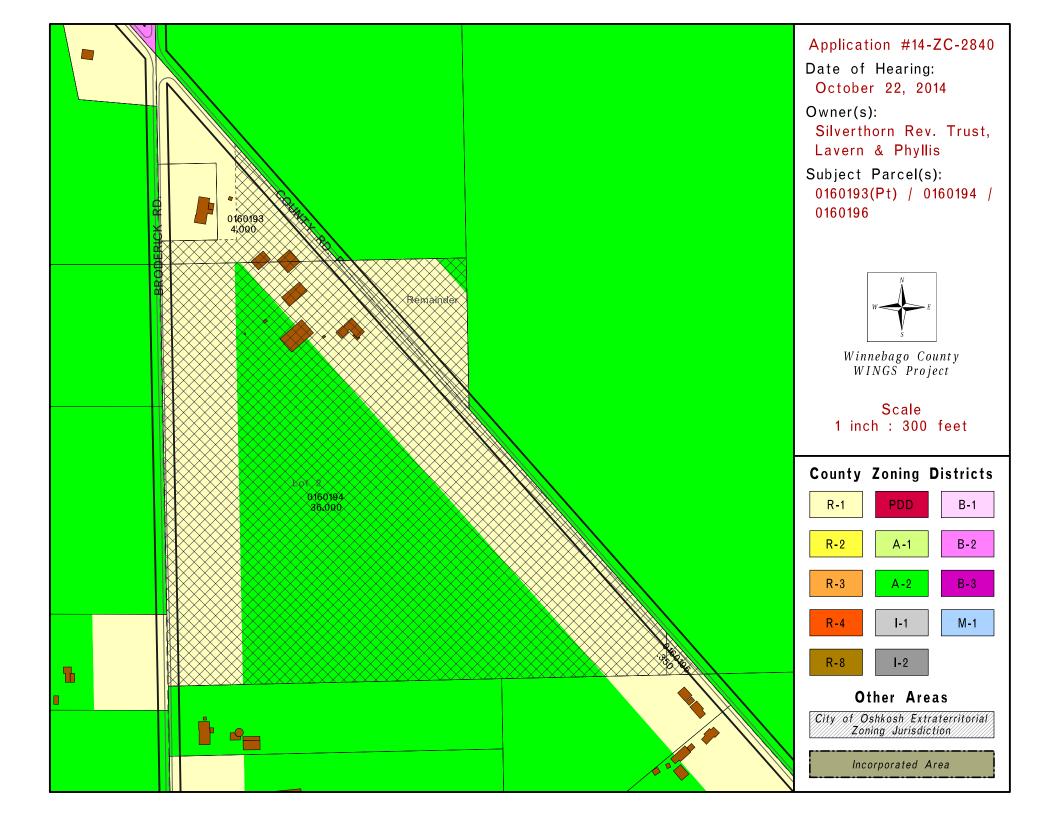
The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2014-ZC-2840 as follows:

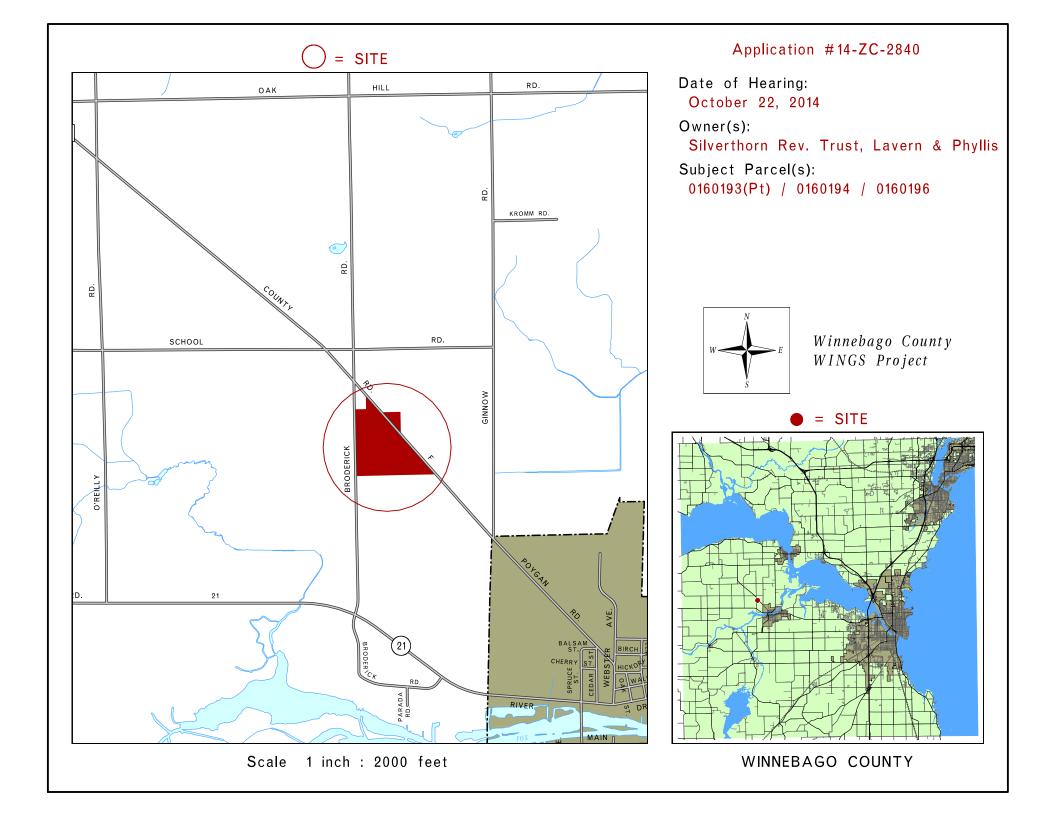
Being a part of the SW 1/4, Section 6, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

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					
APPROV	VED BY WINNEBAGO COUNTY EXECUTIVE THIS	DAY OF				
	, 20					
		Mark Harris				
		County Executive				

County Board Supervisory district 33







10/22/2014

Report No: 004

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2014-ZC-2850 filed with the County Clerk by:

EAGLOSKI, JEFFREY; EAGLOSKI, LAURA; PRUCHNOFSKI, JOHN; PRUCHNOFSKI, ROBERTA, Town of WOLF RIVER and referred to the Planning and Zoning Committee on 9/23/2014 and WHEREAS, a Public Hearing was held on 10/22/2014, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:								
Owner(s) of Property:		EAGLOSKI, JEFFREY; EAGLOSKI, LAURA; PRUCHNOFSKI, JOHN;						
Agent(s):		PRUCHNOFSKI, ROBERTA						
Locatio	Location of Premises Affected: 7829 COUNTY RD MM, LARSEN, WI 54947					1947		
	Description t, Town o			the W 1/2 of the o County, Wiscon		25, Township 20 North, Range		
Tax Pa	rcel No.:	;	032-056001, 032-054202					
Sewer: Overlay		[] [] [X]	Existing Airport Floodplain	[] Required [] SWDD [] Microwave	[] Municipal [X] Shoreland [X] Wetlands	[] Private System		
Δ	WHEREAS, Applicant is requesting a rezoning to A-2 General Agriculture,							
And Respor And		EAS, we	AS, we received notification from the Town of WOLF RIVER recommending No					
WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:								
Town fi 1. The 2. Thei 3. Prop 4. Zoni	ndings for Town of re were it osed use ng Map	or No Re Wolf Ri no object is com Amendr	esponse were as ver has not resp tions. patible with adja	s follows: No Res bonded. Town ac acent uses. ange is required a	ponse tion is advisory o	due to shoreland jurisdiction. due to shoreland jurisdiction. plat/CSM approval and will place		
Findings were made in consideration of Section 23.7-5(b)(1),(2),&(3).								
conside				OLVED, that this ding Approval by		by reports our findings for your		
enclose				VED, by the Winn PTED OR [] DE		oard of Supervisors, that the		
					For the	Planning and Zoning Committee		

AMENDATORY ORDINANCE # 100414

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2014-ZC-2850 as follows:

Being a part of the W 1/2 of the SE 1/4, Section 25, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

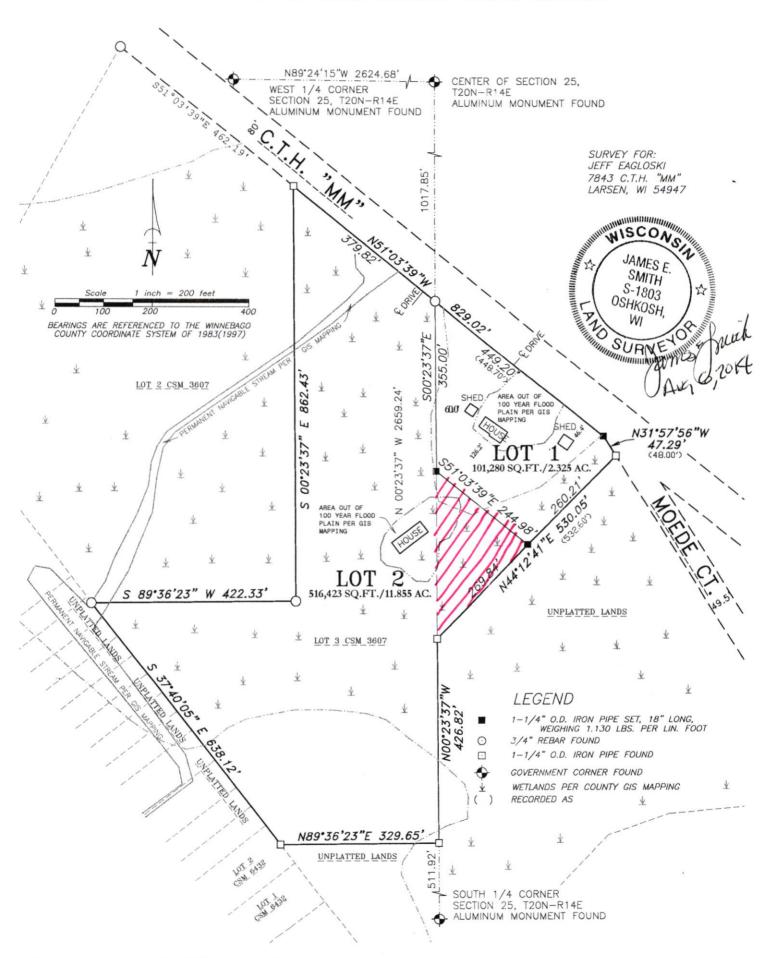
FROM:	R-1 Rural Residential, A-2 General Agriculture, A-2 General Agriculture,					
TO:						
Adopted/	Danied this	dov.of	20			
Adopted/	Denied this	day of	David Albrecht, Chairperson			
ATTEST:						
Susan T.	Ertmer, Clerk					
		GO COUNTY EXECUTIVE THIS	DAY OF			
W		, 20				
			Mark Harris			

County Executive

County Board Supervisory district 36

CERTIFIED SURVEY MAP NO.

ALL OF LOT 3 OF CERTIFIED SURVEY MAP 3607, BEING PART OF GOVERNMENT LOT 2, AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4, ALL IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 14 EAST, TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN.



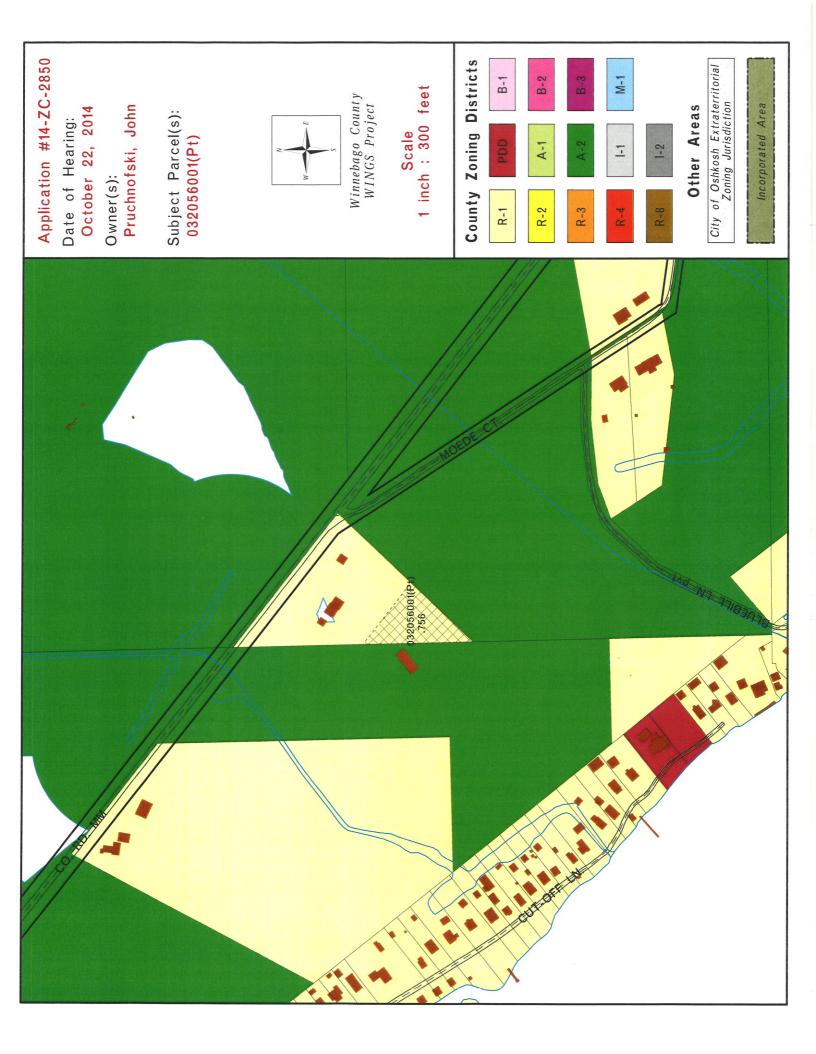
Martenson & Eisele, Inc.

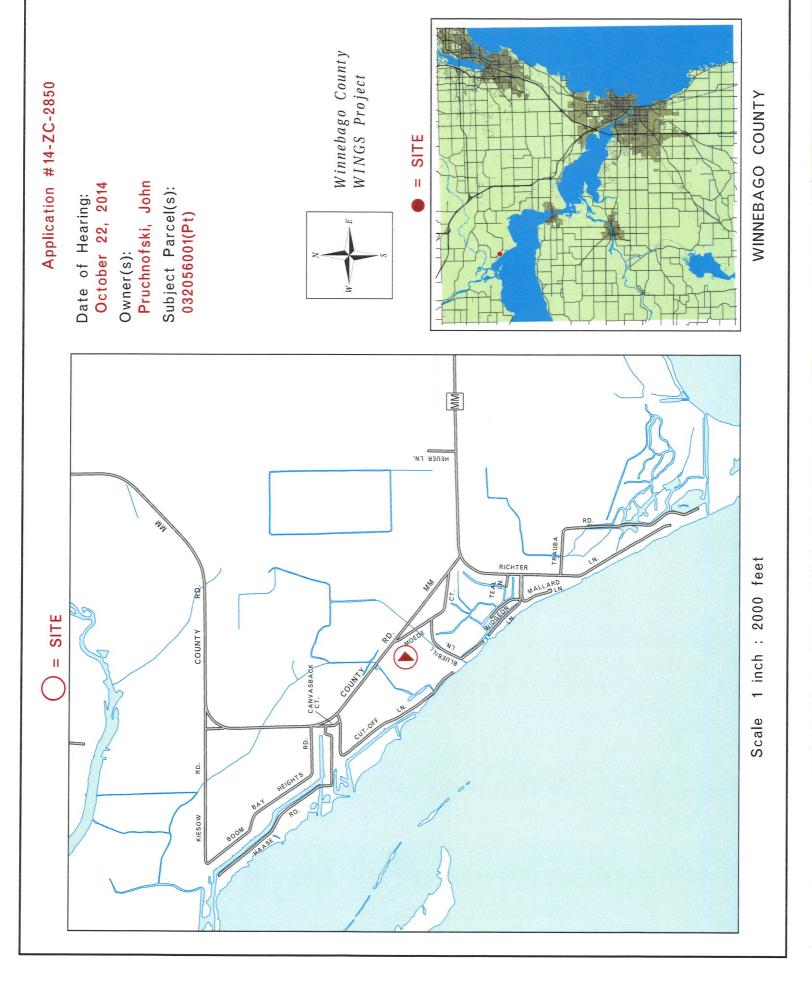


109 West Main Street Omro, WI 54963 www.martenson-eisele.com P 920.685.6240 F 920.685.6340

Planning Environmental Surveying Engineering Architecture

PROJECT NO. 0-1877-001 FILE 1877001CSM SHEET 1





1 95-112014 **Commendation for Jean Martinez RESOLUTION:** 2 3 TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS: 4 5 WHEREAS, Jean Martinez has been employed with Park View Health Center for the past twenty-seven (27) years, and during that time has been a most conscientious and devoted County employee; and 6 7 WHEREAS, Jean Martinez has now retired from those duties, and it is appropriate for the Winnebago 8 County Board of Supervisors to acknowledge her years of service. 9 NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation be and is hereby extended to Jean Martinez for the fine services she has rendered 10 11 to Winnebago County. BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to 12 13 Jean Martinez. 14 Respectfully submitted by: PERSONNEL AND FINANCE COMMITTEE 15 16 Committee Vote: 5-0 17 18 Vote Required for Passage: Majority of Those Present 19 20 21 Approved by the Winnebago County Executive this ______ day of ______, 2014. 22 23 Mark L Harris 24 25 Winnebago County Executive

Resolution Number: 95-112014 Page 1

1	96-112014				
2	RESOLUTION: Disallow Claim of Enoch Arteaga				
4	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:				
5	WHEREAS, your Personnel and Finance Committee has had the claim of Enoch Arteaga referred to it for				
6	attention; and				
7	WHEREAS, your Committee has investigated the claim and recommends disallowance of same by				
8	Winnebago County.				
9	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of				
10	Enoch Arteaga, filed with the County Clerk on October 16, 2014, be and the same is hereby disallowed for the				
11	reason that there is no basis for liability on the part of Winnebago County.				
12					
13	Submitted by:				
14	PERSONNEL AND FINANCE COMMITTEE				
15	Committee Vote: 5-0				
16	Vote Required for Passage: Majority of Those Present				
17					
18	Approved by the Winnebago County Executive this day of, 2014.				
19					
20	Moult I House				
21 22	Mark L Harris Winnebago County Executive				
	- ,				

Resolution Number: 96-112014 Page 1

The Wave of the Future

415 JACKSON STREET, P.O. BOX 2808 OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 236-4890 FOX CITIES (920 727-2880 FAX (920) 303-3025 E-mail: countyclerk@co.winnebago.wi.us

NOTICE OF CLAIM

Date:

October 16, 2014

To:

Doug, Linda and Joan

Re:

Enoch Arteaga - Damage to RayBan Prescription Eye Glasses while an inmate

at the Winnebago County Jail

This claim will be presented to the County Board at their October 27, 2014 meeting.



WINNEBAGO COUNTY SHERIFF'S OFFICE **CORRECTIONS DIVISION**

Loss Claim Form FILED

001 162014

WINNEBAGO COUNTY OF ETHES OFFICE

	OSHKOSH, WI
Inmate Name: Enoch Arteaga	Inmate ID Number: 200702286
Contact Information:	
Address 4311 Jackson St	
City OSh 1608 h State Zip _ 540	
Date: 10-6-14 Value of item new: 5500.60	current value (est.): 500.00
Item Description: Response Bkerk frame w Prescription leng.	ith Red emblem with
□ Lost Property Ptc Scription leng.	m
Damaged Property	
Inmate Signature:	5 ¥
2///////	
Brief summary of how loss/damage occurred (filled out by persor) making claim):
During a landom Shekedown linsper	ition of the 13600
block on 9-6-14 Deputy Rurcek	inspected my cell/18609
along with a 14-9 in which my porter Bay Bon glasses were cracked on Scropes of Point missing on the le	rescription Designer
Traces a Contract of the	the light lens and
reident in a color of the le	gs of ecch side, The
Cells in which innoctes and North	Ran & Said the Condition
Transmission of the information on this form is not intended to create, a	IL Sgt. Rozek was told to
Transmission of the information on this form is not intended to create, a reimbursement. Neither the existence of this form, nor any content disp	nd receipt does not constitute, an automatic Arterg
employee, is meant to, or does, create a reimbursement of any kind. If	VOU are looking for a reimbursement you
will need to write a letter and/or forward this form to the County Clerk's 54903.	Office, PO Box 2808, Oshkosh, WI

Copy: Inmate, Inmate File, Jail Administration

INFORMATIONAL REPORT WINNEBAGO COUNTY SHERIFF'S OFFICE - CORRECTIONS DIVISION

DATE:	10/06/1	/06/14		TIME:	2230)	
LOCATION:		WCJ Booking					vi
REPORTING DEPUTY: Sgt. Rozek W94 REPORT #: 14-1			14-124100				
SUBJECT:	Art	Arteaga, Enoch Adam			D.O.B.	10	/19/1987
HISTORY NUMBER: 200702286							

NARRATIVE:

Monday October 6, 2014 2230 Sgt. Rozek W94:

I spoke to Inmate Arteaga, Enoch A (DOB: 10/19/1987 History# 200702286) about a pair of eye glasses he believes were broken during a shakedown on August 27, 2014. Inmate Arteaga was requesting a grievance form for the broken eye glasses.

Dep. Kurczek W100 had spoken to me the night of the shakedown and informed me that Inmate Arteaga accused him of breaking the glasses, but after a second conversation between the two of them Inmate Arteaga admitted he may have broken them himself when he returned to his cell. Inmate Arteaga stated to Dep. Kurczek that he was angry when he returned to his room because his room had been searched and threw some items around his room.

Inmate Arteaga had turned in one request form to me asking about the situation previous to our conversation this evening and I had responded that the issue had been resolved with Dep. Kurczek and also forwarded a copy of the request form to Dep. Kurczek.

Inmate Arteaga has been asking every Deputy he has had contact with for a grievance form for his glasses. When I spoke to him tonight I informed him it was not a grievable issue. Inmate Arteaga denied having told Dep. Kurczek he may have broken his own glasses. I issued Inmate Arteaga a Winnebago County Loss Claim Form to complete for his eye glasses. I gave Inmate Arteaga instructions on how to properly complete the form and where it needed to be sent.

REPORTING DEPUTY:	Sgt. Rozek W94	SUPERVISOR:	Sgt. Durrant W134
DEPUTY SIGNATURE:		SUPERVISOR SIGNATURE:	

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



1	97-112014			
2	RESOLUTION: Disallow Claim of Kreilkamp Trucking Inc (Incident Date: 9/23/2014)			
4	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:			
5	WHEREAS, your Personnel and Finance Committee has had the claim of Kreilkamp Trucking Inc (Incident			
6	Date: 9/23/2014) referred to it for attention; and			
7	WHEREAS, your Committee has investigated the claim and recommends disallowance of same by			
8	Winnebago County.			
9	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of			
10	Kreilkamp Trucking Inc (Incident Date: 9/23/2014), filed with the County Clerk on October 2, 2014, be and the same			
11	is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.			
12				
13	Submitted by:			
14	PERSONNEL AND FINANCE COMMITTEE			
15	Committee Vote: <u>5-0</u>			
16	Vote Required for Passage: Majority of Those Present			
17				
18	Approved by the Winnebago County Executive this day of, 2014.			
19				
20 21 22	Mark L Harris Winnebago County Executive			

Resolution Number: 97-112014 Page 1



The Wave of the Future

415 JACKSON STREET, P.O. BOX 2808 OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 236-4890 FOX CITIES (920 727-2880 FAX (920) 303-3025 E-mail: countyclerk@co.winnebago.wi.us

NOTICE OF CLAIM

Date:

October 7, 2014

To:

Doug, Linda and Joan

Re:

Kreilkamp Trucking Claim No. 14-0741 - damaged trailer

This claim will be presented to the County Board at their October 21, 2014 meeting.

Ertmer, Sue

From: Sent: Pam Kroon [kroonp@kreilkamp.com] Thursday, October 02, 2014 1:12 PM

To: Subject:

Ertmer, Sue; Pernsteiner, Kurt Damage claim from 9/22/14

Attachments:

STNDWO.PDF; 14-0741 Report.pdf

Attached please find our accident report and work order for damages done to our equipment. Please process \$222.48, noting Claim # 14-0741 for payment to:

Kreilkamp Trucking 6487 Hwy 175 Allenton, WI 53002

If you need any further information, please feel free to contact me.

Thanks -

Pam Kroon, CDS

Safety Director Kreilkamp Trucking, Inc. 6487 Hwy 175, P.O. Box 268 Allenton, WI 53002 800-558-1724 ext. 3002 www.kreilkamp.com





00

000

SHOP

KREILKAMP TRUCKING, INC.

6487 HWY 175

ALLENTON, WI 53002-0268

800-558-1724 Ext: Vendor Number Vendor Name PO Number

KREILKAMP TRUCKING, INC. ORDER WORK

WO Number 0001-0336240

CLOSED

Vehicle # 0001-W1557

Start 09/23/2014 00:20 Close 09/23/2014 08:12 Priority 1 PRIORITY Reason 9 OTHER Shop ID All DEPT 32 WI 53002 SOLID WASTE DIVISION PRINT WORK ORDER CUSTOMER: 0001 ALLENTON 2008 OPEN TOP WLKNG 5MAMN50258C015906 MAC Serial #

Plate # 623448 Odometer 0.0 Year Model

TOTAL COST	216.00
HRS / QTY PRICE / WAGE TOTAL COST	75.000
HRS / QTY	2.88
JOB	AC
DESCRIPTION - OUT PO NUMBER	TRAILER ACCIDENT

STRAIGHTENED POLE AS BEST I COULD, PUT 3 USED CLIPS ON.

REPAIRED TARP IN 2 SECTIONS.

damaged trailer while pushing the trash down. Damage 1557 Brewer, Jerry #1 being loaded at transfer station and #2

tarp pole - Not the same as incident 14-0730

MECHANIC/PART NUMBER

101-201-000 | 0000000133 TOEMAT ACCIDENT #14-0741 COPY TO SAFETY

COMPLETED VMRS CODE 09/23/2014 101-201-000

TYPE LABOR NOTE

Notes:

9/23/14 EMAILED SUE/PAM K/RD 9/23/14 PRINTED

Date: 09/23/2014 08:12 a.m.

Report ID: 3-411/WLN

Page: 1

\$0.00 \$0.00 \$6.48 \$0.00 \$0.00 \$216.00 \$222.48 2.88 \$0.00 \$0.00 \$0.00 TAX TAX EXEMPT OUTSIDE TIRES
OUTSIDE LABOR
OUTSIDE **OUTSIDE PARTS** Labor Hours PARTS MISC LABOR SHOP WRNTY

Initial Report of Accident

Date / Time of Accide	nt: 09/22/14 09:00				Printed: Sep 22 2014
Injuries F	atality 🗹 Company	Vehicle Damaç	ge Other Vehic	cle Damage	✓ Property Damage
Driver: BREJ - JERA Terminal: Alle			Reporte	•	15:12:22:030
Location: Wir	nnebago Transfer Station	1		Terminal: UN	IKNOWN
	HKOSH,WI/ wer, Jerry #1 being loaded at tr	54901 ansfer station and	#2 damaged trailer while p	oushing the trash do	own. Damage 1557 tarp
Vehicle Tow	ordable Accident (Only ap ed From Scene ated Away From Scene	pplies if accider	nt occurred on public i	road)	
Post Accident Subs If either vehicle was towed or i Alcohol Test Done Drug Test Done	njuries treated away from the scene	s, BOTH post acciden	t alcohol and drug testing must	t be done	
Law Inforcement Inf	formation				
Department Na Addr	ess: UNKNOWN,		Report #: Phone: ()	-	
Offi	cer: Ticket Issued		Badge#:		
Company Vehicle In	formation				
	0829 1FUJF0CVX5LU86518 Company	Year: 2005	Make: FRTL License: 74094W	St	del: ate: WI o:() -
Damage:					
Owner: Damage:	5MAMN50258C015906 Company Company tarp pole bent	Year: 2008	Make: MAC License: 623448	St	odel: ate: WI e: () -
	JERALD BREWER 19 SOUTH THIRD STR Winneconne, WI54986 Phone:	EET			
			Complete?	Date: 10/16/20	11 4 ∩∩∙∩∩∙∩∩

14-0741 (02)

Insurance

Company

Phone () -

Reported to Insurance

Policy # Claim#

Cost

Estimated:

\$0.00

Reserves:

\$0.00 Paid by... Company: \$0.00

Cargo Loss/Damage: \$0.00

Insurance: \$0.00

Recovered: \$0.00

Injuries

Other Vehicle Damage

Property Damage

#1 Description: Damage:

Action Taken: None

Owner: Winnebago Transfer Station, , Ph#:

Value: \$0.00

Cargo Loss/Damage

Witnesses

98-112014

35

36

1 Approving Employee Health Clinic and Authorizing Contracts for its **RESOLUTION:** 2 **Operation** 3 4 5 6 TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS: 7 WHEREAS, employer-sponsored employee health and wellness clinics have been shown to be an effective 8 method of controlling employee health costs, while providing convenience, cost savings, and a stronger commitment 9 to overall wellness for employees; and 10 WHEREAS, the Oshkosh Area School District and the City of Oshkosh are interested in sponsoring such a 11 clinic, jointly, with Winnebago County for the mutual benefit of all parties; and 12 WHEREAS, Interra Health Inc has been selected as the operator of this proposed clinic, following an open 13 and fair selection process; and 14 WHEREAS, Winnebago County's health insurer for 2015, the Wisconsin Counties Association's Group 15 Health Trust, has indicated that it will pay the costs of starting and operating the employee health clinic during 2015 and as long as the Group Health Trust may continue to provide health coverage for Winnebago County. 16 17 NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby 18 19 authorizes the creation of an employee health clinic, and authorizes the Winnebago County Executive to execute 20 contracts for the operations as attached to this Resolution. 21 BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the 22 23 Winnebago County Human Resources Director, subject to the direction and approval of the Winnebago County 24 Executive, to make necessary decisions regarding the details of the setup and operation of the clinic on an ongoing 25 basis, including minor amendments to the attached agreements. 26 27 Respectfully submitted by: 28 PERSONNEL AND FINANCE COMMITTEE 29 Committee Vote: 5-0 30 Vote Required for Passage: Majority of Those Present 31 32 Approved by the Winnebago County Executive this day of , 2014. 33 34

Resolution Number: 98-112014 Page 1

Mark L Harris

Winnebago County Executive

INTERGOVERNMENTAL COOPERATION AGREEMENT UNDER WIS. STATS. SEC. 66.0301 FOR OPERATION OF AN EMPLOYEE HEALTH CLINIC

This Intergovernmental Cooperation Agreement ("Agreement") is entered into as of the day of ______, 2014 ("Effective Date"), by and between Winnebago County, Wisconsin ("County"), the City of Oshkosh, Winnebago County, Wisconsin ("City") and the Oshkosh Area School District ("District"), all of which are political subdivisions of the State of Wisconsin and are organized and existing pursuant to the Wisconsin Constitution, and enter into this Agreement under the authority granted in Wis. Stats.§ 66.0301 for the purpose of establishing a clinic to provide health and wellness services to its employees. The County, the City and the District, and any additional members pursuant to Article 4 hereunder, are each sometimes referred to herein as a "Party" and collectively as the "Parties."

RECITALS

WHEREAS, the Parties wish to cooperate in the provision of health and wellness services for members of the Parties' health plans through the operation of an employee health and wellness clinic ("Clinic"), with the aims of better controlling health care expense and achieving more healthful and productive employees, to the mutual benefit of the Parties and their employees and taxpayers; and

WHEREAS, the Provider of the Clinic intends to lease agreed-upon premises located at 292 Ohio Street, Oshkosh, Winnebago County, Wisconsin ("Property"); and

WHEREAS, the Parties wish to have the Provider assist the Parties by establishing and operating a wellness clinic at the Property and provide other value-added services, which will be designed to assist the Parties in supplementing the current health benefit plans offered to the Parties' respective employees, as well as reduce occupational medicine costs associated with workers' compensation and decreasing lost productivity due to illness-related absences; and

WHEREAS, such Agreement may bind the Parties for the length of time herein specified;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, the Parties agree as follows:

ARTICLE I AGREEMENT TERM AND ADMINISTRATION

1.1 <u>Agreement Term.</u> The term of this Agreement (the "Initial Term") shall begin on the Effective Date and end on January 1, 2018. Unless Terminated by any Party pursuant to Section 4.1(a) of this Agreement, or modified in writing approved by all Parties hereto, this Agreement will automatically renew for successive one-year Subsequent Terms on January 1, 2018, and each January 1 thereafter.

1.2 Agreement Administrators. The following individuals are hereby designated as the official Agreement Administrator for the Party identified. These individuals shall be authorized to make decisions regarding operation of the Clinic and administration of this Agreement, not inconsistent with this Agreement, with the Provider Contracts, and with the authority granted to them by their respective governing body, and may accept service of any official notice required under this Agreement or any amendment, addendum, or exhibit thereto.

Director of Human Resources, Winnebago County, Wisconsin Executive Director of Business Services, Oshkosh Area School District Director of Administrative Services, City of Oshkosh, Wisconsin.

Any Party may replace an Agreement Administrator upon written notice to all other Parties.

ARTICLE II OPERATION OF CLINIC

- 2.1 <u>Contract with the Provider</u>. Each of the Parties shall enter into a services contract ("Provider Contracts") with a health services provider ("Provider") to staff and operate the Clinic. The Provider Contracts shall be for a term at least equal to the Initial Term of this Agreement. At the time this Agreement was drafted it was anticipated that the Provider during the initial term of this Agreement will be Interra Health, Inc., but the selection of the Provider and the terms and negotiation of the Provider Contracts are the responsibility of the Parties. The Provider Contracts shall establish the scope of services, staffing, hours of operation, pricing, insurance requirements, indemnification and other provisions necessary for the operation of the Clinic by the Provider.
- Advisory Group ("Advisory Group") consisting of one or more representatives of each Party, as designated by that Party's chief executive officer. The Advisory Group will meet at least once each quarter to discuss operation of the Clinic, including, without limitation, the scope of services, staffing, hours of operating, pricing, Provider Contracts, and all other provisions necessary or beneficial for the operation of the Clinic. Other interested persons, such as but not limited to consultants, may be invited to attend Advisory Group meetings by agreement of the Parties.

The Advisory Group shall not have any authority to exercise any governmental authority, may not make financial commitments on behalf of any Party, and may not act on behalf of or bind any Party or any Party's officers, agents, managers, or elected officials in any regard whatsoever. The Advisory Group may discuss the Clinic operation as well as each Party's management of their Provider Contracts in an effort to coordinate the overall Clinic operation in the most beneficial manner possible. The Advisory Group may not require any Party to take any action.

ARTICLE III PAYMENT OF CLINIC-RELATED EXPENSES

3.1 - Payment of Engagement Fees and Improvement Costs by Parties.

(a) Each Party shall be responsible for paying directly to the Provider a portion of the Engagement Fee, as established by the Provider Contracts, according to the following percentages:

County: 30% City: 20% District: 50%

(b) If the Parties agree that improvements should be made to the Clinic facility at the Parties' expense, then the cost of such improvements will be paid according to the same percentages as the Engagement Fees, unless the Parties all expressly agree in writing to a different proportion.

3.2 Payment of Office Lease Expenses.

(a) Each Party shall be responsible for paying a portion of office lease expenses for the Clinic directly to the Provider according to the following percentages, which will remain fixed during the term of this Agreement unless modified by express agreement of all Parties:

County: 30% City: 20% District: 50%

3.3 Payment of Health Provider Expenses.

(a) Fees charged under the Provider Contracts for the services of nurse practitioners, physician's assistants, chiropractors, medical assistants, and receptionists will be paid by the Parties according to the following percentages, which will remain in effect at least from the Effective Date through June 30, 2015:

County: 30% City: 20% District: 50%

(b) The Parties will initially purchase physician's assistant/nurse practitioner service hours, and an equivalent number of medical assistant service hours, in the following amounts:

County: 24 hours per week, 46 weeks/year City: 16 hours per week, 46 weeks/year

District: 40 hours per week, 46 weeks/year

If during the term of this Agreement the total number of physician's assistant/nurse practitioner service hours being purchased under the Provider Contracts falls below eighty (80) hours per week, and causes any additional expense to any Party, the additional expense will be borne by the Party or Parties whose service hours are below the initial service hours as stated above.

- (c) In June 2015, and each September, December, March, and June thereafter during the term of this Agreement, the Parties through the Advisory Group will examine the usage of Clinic services by employees and dependants of each Party over the past quarter and over the past four quarters (if applicable), and will consider in good faith whether the number of service hours of any category of service should be increased or decreased and whether the percentage of fees for health care services paid by each Party should be adjusted. Any adjustment will be effective only upon mutual agreement of the Parties.
- 3.4 <u>Payment of Expenses for Special Services</u>. If any of the Parties requires a specific program or service to be developed and delivered by the Provider, then the costs allocable to that specific program or service will be the sole responsibility of the Party or Parties requiring the program or service and will not be included in the costs allocated under Section 3.3.
- 3.5 <u>Time of Payment</u>. Each Party must make each payment required under this Article to the Provider, or as directed by the Provider, within the time specified or provided for each payment under that Party's Provider Contract.

ARTICLE IV TERMINATION OF AGREEMENT; WITHDRAWAL OR EXPULSION OF PARTIES; NEW PARTIES

4.1 <u>Withdrawal of Parties</u>.

- (a) Any Party may terminate this Agreement and withdraw as a Party at the expiration of the Initial Term, or at the expiration of any Subsequent Term, by delivering written notice of termination to the other Parties in accordance with the following provisions:
 - (i) The termination date ("Termination Date") shall be the last day of the then-current Initial Term or Subsequent Term, as the case may be.
 - (ii) The Party electing to terminate this Agreement shall deliver to the other Parties written notice of termination not later than 90 days prior to the Termination Date.
- (b) Upon withdrawal, the withdrawing Party shall remain responsible for its share of costs incurred prior to the Termination Date, and will not be entitled to recoupment of the Engagement Fees or any improvement costs paid. The terminating Party shall continue to be responsible for all costs which survive the termination of the Provider Contract, as provided for in the Provider Contract.

4.2 Expulsion of Parties.

- (a) A Party may be expelled from this Agreement for cause by majority vote of the other Parties. Cause for termination consists of a substantial breach of the terms of this Agreement or a failure to cure any Default under Article VI.
- (b) Upon expulsion, the expelled Party continues to be responsible for its share of the costs of any improvements, Engagement Fees, office lease expenses, health care provider fees, and expenses for special services incurred prior to such expulsion pursuant to this Agreement until the end of the Initial Term or current Subsequent Term. Unless relieved of this obligation by mutual agreement of the remaining Parties, the expelled Party shall also continue, until the end of the Term, to be responsible for payment of fees for the initial number of hours per week of nurse practitioner services or physician assistant services as provided for in Section 3.3(b) above.

4.3 Addition of New Parties.

- (a) After the Effective Date of this Agreement, additional municipalities (as that term is defined in Wis. Stat. § 66.0301) may join in this Agreement upon unanimous approval by the existing Parties. Approval shall be conditioned upon the adoption by the governing body of the new municipality of the terms and provision of this Agreement by resolution, with a certified copy of the resolution provided to each Party.
- (b) Before a new Party joins under this Agreement pursuant to this Section 4.3, all Parties must agree on the percentage of Engagement Fees and improvement costs as well as the initial percentage of health care provider fees to be borne by the new Party.

ARTICLE V STATEMENT OF COMMITMENT; DISPUTE RESOLUTION

- 5.1 The Parties enterg into this Agreement with a full understanding that the success of the Clinic depends upon the commitment of the Parties to work diligently and cooperatively to accomplish their mutual objectives with respect to the Clinic.
- 5.2 The Parties acknowledge and agree that they shall endeavor to resolve any and all issues that may arise under this Agreement in good faith and in a spirit of cooperation consistent with the intent of this Agreement.
- 5.3 In case any dispute regarding the validity, operation, enforcement, breach, or interpretation of this Agreement may arise which cannot be resolved by mutual consent of the Parties, then the Parties shall, in good faith, attempt to mediate any dispute arising out of or in connection with this Agreement with a mediator selected by and agreed upon by the Parties. In the event the Parties are unable to reach a satisfactory resolution through mediation, all disputes shall be settled by binding arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association and shall be conducted before a single arbitrator, selected by and agreed upon by the Parties. The arbitrator shall determine the procedure for the arbitration,

including number of documents and witnesses, length of testimony, admission of evidence, rules of procedure, party statements, and, to the extent authorized by the arbitrator, briefing. Arbitration shall be held in Oshkosh, Wisconsin. The decision and award of the arbitrator shall be final and binding upon the parties, and judgment may be entered on the award in any court of competent jurisdiction. The arbitrator's decision shall be in writing, contain findings of fact and conclusions of law, and shall be issued within fifteen (15) business days of the closing of the record. The parties intend this provision shall survive termination or expiration of this Agreement.

ARTICLE VI DEFAULT

If any Party shall fail to perform, or shall violate, any covenant, term, condition, or obligation of this Agreement, and if such failure to perform or such violation shall remain uncured for a period of thirty (30) days or more after notice of such failure or violation from any other Party, then such failure or violation shall constitute a "Default" under this Agreement; provided, however, that if such failure or violation cannot reasonably be cured within the pertinent thirty (30) day period, and if the Party notified of its failure or violation thereafter immediately commences and diligently and without interruption pursues a cure of such failure or violation, then such Party shall have a reasonable period, not exceeding one hundred twenty (120) days, to cure such failure or violation before the same shall be considered a Default. In the event of any Default, each non-Defaulting Party shall, without any notice (except only the notice of failure or violation required under this Article VI), be entitled to exercise at its optionwhether concurrently, successively, or in any combination—any and all remedies available at law or in equity, including without limitation any one or more of the following: (i) expulsion of the defaulting Party under Section 4.2; and (ii) recovery from the defaulting Party of all cost, damage, loss, and expense (including attorneys' fees) reasonably paid or incurred by each non-Defaulting Party as a result of any such Default.

ARTICLE VII AUTHORIZING RESOLUTIONS

This Agreement is entered into by the Parties pursuant to the authority granted under Wis. Stats. § 66.0301 and other provisions of the Wisconsin Statutes. By resolution or ordinance adopted by its governing body, each Party has authorized and directed the representatives of the governing body to enter this Agreement on behalf of the Party.

ARTICLE VIII HIPAA COMPLIANCE

Each Party agrees to comply with the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations ("HIPAA") to the extent those regulations apply to the services provided to the Party under the Provider Contract and this Agreement. The Parties recognize the importance of protecting the privacy and security of protected health information. The Parties agree to only use and disclose protected health information in accordance with state and federal law.

ARTICLE IX RECORDS

The Parties shall maintain such records and financial statements as required by state and federal laws, rules, and regulations. The Parties shall have a duty of cooperation to each other as to access to and maintenance of such records and financial statements and all Parties agree to cooperate with one another to provide access to records and financial statements that promote the efficient provision of services by, and operation of, the Clinic.

ARTICLE X MISCELLANEOUS

- 10.1 <u>No Assignment</u>. No Party to this Agreement may assign its interest in this Agreement to any other entity or individual.
- 10.2 Entire Agreement; Rules of Construction. The Parties acknowledge and agree that this Agreement, including the recitals which are incorporated into and made a part of this Agreement, expresses the entire agreement between the Parties as to the subject matter of this Agreement, and that this Agreement replaces and supersedes any prior negotiations and agreements, written or oral. The Parties further acknowledge and agree that each Party has been adequately and fully represented in connection with the negotiation and execution of this Agreement, and that, accordingly, rules of interpretation that signify that an agreement shall be construed against the drafter shall not apply.
- 10.3 <u>Captions</u>. The captions or headings in this Agreement are for convenience and in no way define, limit, or describe the scope or intent of the provisions of this Agreement
- 10.4 <u>Governing Law</u>. The laws of the State of Wisconsin shall govern the interpretation and enforcement of this Agreement. Venue over any action brought under this Agreement, including any action to enforce an arbitration decision or award, will lie in the Circuit Court for Winnebago County.
- 10.5 <u>Counterparts</u>. This Agreement may be signed in any number of counterparts with the same effect as if the signatures were on the same instrument.
- 10.6 <u>No Third-party Beneficiaries</u>. This Agreement is entered into for the sole and exclusive benefit of the Parties. No third party (including, without limitation, any employees of the Parties) shall have, obtain, or derive from this Agreement any rights or other benefits or interests, under law, in equity, or otherwise.
- 10.7 <u>No Joint Venture</u>. Nothing contained in this Agreement shall be deemed or construed as creating a partnership or joint venture between the Parties.

10.8 <u>Exculpatory Provision</u>. The Parties expressly acknowledge and agree that, anything herein to the contrary notwithstanding, that no officer, director, employee, agent, or

official (elected or appointed) of any Party shall have any personal liability or obligation arising out of this Agreement, and no Party shall make any claim to the contrary.

- 10.9 <u>No Waiver</u>. No failure to exercise, and no delay in exercising, any right, power, or remedy under this Agreement on the part of any Party shall operate as a waiver of such right, power, or remedy, nor shall any single or partial exercise of any right, power, or remedy preclude any other or further exercise thereof or the exercise of any other right, power, or remedy. No express waiver shall affect any event or default other than the event or default specified in such waiver, and any such waiver, to be effective, must be in writing and shall be operative only for the time and to the extent expressly provided therein. A waiver of any covenant, term, or condition contained in this Agreement shall not be construed as a waiver of any subsequent breach of the same covenant, term, or condition.
- 10.10 <u>Severability</u>. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.
- 10.11 <u>Indemnification</u>. Each Party retains for itself all legal responsibility for any injuries, claims, or losses arising from or caused by the acts or omissions of its agents or employees acting within the scope of their employment. Nothing in this Agreement shall be construed as an assumption or indemnification by one Party of any legal liability of the other Party. The obligations of the Parties under this provision shall be subject to the limitations set forth in Wis. Stat. § 893.80 and Wis. Stat. § 895.46, and shall survive the expiration or termination of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

WINNEBAGO	COUNTY, WISCONSIN
By:	·
Î	i ·
By:	· · · · · · · · · · · · · · · · · · ·
r	n'
L	J
CITY OF OSHI	KOSH, WISCONSIN
By:	•
1	. 1
By:	*
r	ï
	- 26.5
USHKUSH YD	
	RA SCHOOL DISTRICT
	EA SCHOOL DISTRICT
By:	EA SCHOOL DISTRICT
Ву:	EA SCHOOL DISTRICT
	EA SCHOOL DISTRICT

RESOLUTION: Award the Sale of \$4,395,000 General Obligation Promissory Notes

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, on October 21, 2014, 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 \$4,395,000 for the purpose of paying the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures and equipment (the "Project");

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 \$4,395,000 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 <u>Exhibit A</u> 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 November 18, 2014;

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 <u>Exhibit B</u> 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 Winnebago County Board of Supervisors that it hereby ratifies and approves the details of the Notes set forth in the attached Exhibit as and for the details of the Notes.

33	Respectfully submitted by:
34	PERSONNEL AND FINANCE COMITTEE
35	Committee Vote:
36	Vote Required for Passage: Majority of Those Present
37	
38	Approved by the Winnebago County Executive this day of, 2014.
39	
40	
41	Mark L Harris
42	Winnebago County Executive

Resolution Number: 99-112014 Page 1

Exhibit: Resolution Awarding the Sale of \$4,395,000 General Obligation Promissory Notes

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 plus accrued interest to the date of delivery, 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 \$4,395,000; shall be dated December 9, 2014; 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, 2015. 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").

<u>Section 3. Redemption Provisions</u>. The Notes maturing on April 1, 2022 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on April 1, 2021 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.

<u>Section 4. Form of the Notes</u>. The Notes shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as <u>Exhibit E</u> 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 2023 for the payments due in the years 2015 through 2024 in the amounts set forth on the Schedule. The

amount of tax levied in the year 2015 shall be the total amount of debt service due on the Notes in the years 2015 and 2016; provided that the amount of such tax carried onto the tax rolls shall be abated by any amounts appropriated pursuant to subsection (D) below which are applied to payment of principal of or interest on the Notes in the year 2015.

- (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.
- (<u>D</u>) Appropriation. The County hereby appropriates from taxes levied in anticipation of the issuance of the Notes, proceeds of the Notes or other funds of the County on hand a sum sufficient to be irrevocably deposited in the segregated Debt Service Fund Account created below and used to pay the principal of and interest on the Notes coming due on April 1, 2015 and October 1, 2015 as set forth on the Schedule.

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 \$4,395,000 General Obligation Promissory Notes, dated December 9, 2014" (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.
- <u>Section 12. Payment of the Notes; Fiscal Agent</u>. 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.

Adopted and recorded November 18, 2014.

	David W. Albrecht Chairperson
ATTEST:	
Susan T. Ertmer County Clerk	Mark Harris County Executive
Submitted by Personnel & Finance Committee	
Committee Vote	Vote Requirement for Passage: Majority of a Quorum

EXHIBIT A

Official Notice of Sale

EXHIBIT B

Bid Tabulation

EXHIBIT C

Winning Bid

EXHIBIT D-1

Pricing Summary

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

EXHIBIT E

(Form of Note)

LINITED STATES OF AMERICA

REGISTERED	STATE OF WISCONS WINNEBAGO COUN		DOLLARS
NO. R	GENERAL OBLIGATION PROMI		\$
MATURITY DATE:	ORIGINAL DATE OF ISSUE: INTE	REST RATE:	CUSIP:
April 1,	December 9, 2014	%	
DEPOSITORY OR I	TS NOMINEE NAME: CEDE & CO.		
PRINCIPAL AMOUN	T: (\$)	_ THOUSAND DOLLARS	

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2015 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding the semi-annual interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$4,395,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures and equipment, all as authorized by resolutions of the County Board of Supervisors duly adopted by said governing

body at meetings held on October 21, 2014 and November 18, 2014. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2022 and thereafter are subject to redemption prior to maturity, at the option of the County, on April 1, 2021 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County and within each maturity, by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrepealable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange, therefore, and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of

notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

WINNEBAGO COUNTY WISCONSIN

	Think Edition Gooth I, the content
	Ву:
(SEAL)	David W. Albrecht Chairperson
(-)	By:
	Susan T. Ertmer County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

(Name	e and Address of Assignee)
(Social Security or	other Identifying Number of Assignee)
the within Note and all rights thereund	ler and hereby irrevocably constitutes and appoints, Legal Representative, to transfer said Note or
the books kept for registration thereof	, with full power of substitution in the premises.
Dated:	
Signature Guaranteed:	
(e.g. Bank, Trust Company or Securities Firm)	(Depository or Nominee Name)
	NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.
(Authorized Officer)	

1 100-112014 **RESOLUTION:** Authorize the Appropriation of \$15,000 for the Purchase and Installation 2 of a Salt Brine Tank and Dispensing System for the County Highway 3 Department at the New STH 26 Salt Storage Facility Located in the Town 4 of Nekimi 5 6 7 TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS: 8 WHEREAS, several years ago, the Wisconsin Department of Transportation (DOT) identified the need to 9 provide for more salt storage and improved location considerations along the USH 41 corridor; and 10 WHEREAS, the State of Wisconsin entered into an Agreement with Winnebago County to fund, purchase 11 property, design, and build a salt storage facility in the vicinity of STH 26 and USH 41 for Winnebago County's use 12 on State and County highways; and 13 WHEREAS, the Agreement calls for the State of Wisconsin to retain ownership of the property with 14 Winnebago County "owning" the building and appurtenances, such as a scale for weighing salt; and WHEREAS, the State of Wisconsin has designed and installed all of the necessary equipment to utilize this 15 16 new salt storage facility with the exception of the brine tank and dispensing system; and 17 WHEREAS, the Wisconsin Department of Transportation will reimburse the Winnebago County Highway 18 Department for the costs associated with the purchase and installation of the brine tank and dispensing system. 19 NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby 20 21 appropriates \$15,000 to the capital outlay account of the Highway Department for the purposes of purchasing and 22 installing a salt brine tank and dispensing system at the STH 26 salt storage facility located at the corner of STH 26 23 and CTH N in the Town of Nekimi. 24 BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for the 25 26 equipment will be provided by the Wisconsin Department of Transportation. 27 28 Respectfully submitted by: 29 HIGHWAY COMMITTEE 30 Committee Vote: 5-0 31 Respectfully submitted by: PERSONNEL AND FINANCE COMMITTEE 32 33 Committee Vote: 5-0 Vote Required for Passage: <u>Two-Thirds of Members-Elect</u> 34 35 36 Approved by the Winnebago County Executive this day of , 2014. 37 38 39 Mark L Harris

Resolution Number: 100-112014 Page 1

Winnebago County Executive

40