

ADJOURNED SESSION OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

Tuesday, October 19, 2021

6:00 P.M.

Sunnyview Expo Center, 500 East County Road Y, Oshkosh, Wisconsin

And virtual via ZOOM

To join this meeting via Zoom, use this link:

<https://us02web.zoom.us/j/82543160542?pwd=K2E4U011bktSNnN5cWRDTmIKTVhJdz09>

Passcode (if needed) – W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 825 4316 0542

Passcode (if needed) – 055510

- 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, as well as, any matter over which this body has jurisdiction.

- Correspondence
 - Petition for Zoning Amendment:
 - 001 – April Thone, Town of Omro, rezone from A-2/R-1 (General Agriculture District/Suburban Residential District) to A-2 (General Agriculture District)
 - Door County Resolution No. 2021-72, "Requesting Elimination of Badger Care Eligibility Cliff"
 - Notice of Claim – Wisconsin Public Service Corporation for \$1,908.35
- Reports from Committees, Commissions & Boards
- Approval of September 14 and 21, 2021 meetings
- County Executive's Report
- County Executive's Appointments:
 - Aging & Disabilities Resource Commission (ADRC) – Elizabeth Jones, Neenah
 - Aging & Disabilities Resource Commission (ADRC) – Rob Paterson, Oshkosh
 - Aging & Disabilities Resource Commission (ADRC) – Jan Olson, Winneconne
 - Board of Adjustment – Jerry Braasch, Town of Nekimi
 - Board of Adjustment – Tom Verstegen, Town of Black Wolf
 - Industrial Development Board – Supervisor Andy Buck
 - Veterans Services Commission – Lt. Col. Timothy Paterson, Oshkosh
- County Board Chairman's Report
- County Board Chairman's Appointments:
 - Aviation Committee – Supervisor Bryan Stafford
 - Highway Committee – Supervisor Ben Joas
- Reach Counseling Agency Updates – Noelle Fenwick, Development & Marketing Manager, Reach Counseling
- The Sheriff's Office Employee Crisis – Sheriff John Matz

- ORDINANCE NO. 220-102021: Create Section 8.06 of the Winnebago County General Code:
Winnebago County Highway Commissioner
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Vote required – Majority of those present.)
- RESOLUTION NO. 221-102021: Authorize the Winnebago County Sheriff's Department to Enter Into a
5-year Contract with Word Systems, Inc.
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)
- RESOLUTION NO. 222-102021: Authorize a Five (5)-Year Extension of the Inmate Telephone Services
Agreement Between Winnebago County and Inmate Calling Solutions
LLC
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)
- RESOLUTION NO. 223-102021: Authorize Winnebago County to Enter Into a Two (2)-Year Contract
with Unifirst for the Purpose of Mat and Uniform Rental and Cleaning
Services
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)
- RESOLUTION NO. 224-102021: Approve the Transfer of \$21,470 from the Winnebago County
Contingency Reserve Account and Accept a \$15,534 Insurance
Settlement to go to the Winnebago County Facilities Department
Capital outlay Account to Replace a Van Substantially Damaged in an
Accident
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)
- RESOLUTION NO. 225-102021: Approve a Transfer of \$11,437 from the Winnebago County Salary
Contingency Reserve Account to the County Executive Office's labor
Account to Cover Vacation Payout of Wages and Fringe Benefits for a
Retired Employee
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)

RESOLUTION NO. 226-102021: Amending the Table of Organization for the Winnebago County Public Health Department by Adding one Full-Time WIC Program Nutritionist – Lead Position
Submitted by:
PERSONNEL & FINANCE COMMITTEE
WINNEBAGO COUNTY BOARD OF HEALTH
(Vote required – Majority of those present.)

RESOLUTION NO. 227-102021: Authorize the Winnebago County Parks Department to Accept a Donation in the Amount of \$3,460 to Purchase and Install Two (2) Memorial Benches
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Vote required – Two-Thirds of membership.)

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk
(920) 232-3432

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.)

**PROCEEDINGS OF THE
WINNEBAGO COUNTY BOARD OF
SUPERVISORS**

**Special Orders Session
September 14, 2021**

**Regular Session
September 21, 2021**

**Winnebago County Sunnyview Exposition Center
500 E. County Road Y
Oshkosh, Wisconsin**

**Printed by authority of the Winnebago County Board
Shiloh Ramos, Chairman Susan T. Ertmer, Clerk**

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, SEPTEMBER 14, 2021**

Chairman Shiloh Ramos called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Sunnyview Exposition Center, 500 East County Road Y, Oshkosh, Wisconsin and by Virtual ZOOM.

The meeting was opened with the Pledge of Allegiance and the invocation by Supervisor Powers. A moment of silence was held in memory of Supervisor Robert Warnke who passed away on August 23, 2021.

The following Supervisors were present: 31 - Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Nussbaum, Stafford, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan and Ellis. Excused: 2 –Snider and Joas; ABSENT: 1 – Konetzke; VACANCIES – 2.

Motion by Supervisor Albrecht, seconded by Supervisor Ellis to adopt the agenda for this evening's meeting. CARRIED BY VOICE VOTE.

PUBLIC HEARING

Sidney Oppermann, Oshkosh; thanked the County Board for the time and commitment that they provide for Winnebago County.

COMMITTEE REPORTS

Supervisor Steve Binder commented on the new dog park located in the northern end of the County. There will be a soft opening in October. He has noticed a couple of residents already utilizing the park and he feels it will be successful.

CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Snider and Joas are excused from this meeting.

Chairman Ramos announced that Supervisor Robert Warnke passed away at the age of 78 on August 23, 2021. He served on the Winnebago County Board for 18 years. He served as Chairman of the Veterans Committee; Chairman of the Aviation Committee and Vice-Chairman of the Highway Committee.

Chairman Ramos announced that Supervisor Nicole Neuhoff has resigned from the County Board. She represented District 8 in the City of Neenah.

There will be a posting in the Oshkosh Northwestern, Oshkosh Herald and the Post Crescent to fill the position for District 8 and for Robert Warnke's District 21.

Chairman Ramos reminded the Supervisors that the Budget Hearings will start on Monday, November 1, 2021 and continue on Tuesday, November 2, 2021 until completed.

Chairman Ramos explained that there would not be a vote on the redistricting maps at this meeting, it will be held at the September 21, 2021 meeting.

TENTATIVE COUNTY REDISTRICTING MAP(S)

Jerry Bougie, Winnebago County Director of Planning & Zoning; Adam Dorn, Geographic Information Systems (GIS) Administrator; and Diane Culver, GIS Specialist; who will be the "architects" of the redistricting maps, attended this meeting to discuss the options and procedures that will be used during the redistricting process.

Mr. Bougie will be presenting two of the maps--Option #1 and Option #3--that were voted on by the Judiciary and Public Safety Committee at their committee meeting held on September 13, 2021 to be proposed to the full County Board.

Mr. Bougie reported that there is a three-stage process to go thru:

1. County Tentative Supervisory Plan
2. Municipal Ward Plans
3. Final Supervisory Plans

Normally this is a 180-day process, 60 days per stage. The 2021 timeline is compressed because of a delay in receiving census data. The time frame has been shortened to just three months.

Mr. Bougie covered the Public Input Opportunities:

- August 9th – Judiciary & Public Safety Committee meeting (Public Comment)
- August 17th – County Board (Public Comment)
- September 13th – Judiciary & Public Safety Committee meeting (Public Comment)
- September 14th – County Board (Formal Public Hearing Tentative Plan – Class 3 Notice)
- September 21st – County Board (Public Comment)
- November 16th – County Board (Formal Public Hearing on Final Plan – Class 3 Notice)

Mr. Bougie covered the Federal Requirements:

- Equal Population
 - Equal Representation
 - Equal Protection Clause
- Minority Protection
 - Racial Gerrymandering
 - Voting Rights Act of 1965

There has to be equal population in each of the districts. Ideal population = total population ÷ number of districts; Overall range = largest positive district ÷ largest negative district. Territory within each district must be contiguous, except for island territory. Compactness and wholeness of municipalities is another issue. Preservation of communities of interest and preservation of the unity of political subdivisions are items of concern with redistricting.

Considerations taken during redistricting:

- Rural representation
- Did not want a district to cross a Lake
- Communities of Interest

Mr. Bougie provided the difference in population from the last census and how that affects the maps and redistricting.

Diane Culver, GIS Specialist, touched on thoughts and concerns for development of the maps that are being presented based on feedback from the County Board. She described the changes that were made to adjust the maps for the population, to keep rural representation and to meet all the requirements for redistricting. Ms. Culver provided numbers showing the differences between Option #1 and Option #3.

Following Mr. Bougie's presentation, Chairman Ramos opened the floor for questions and comments from the public and the county board of supervisors.

The following people spoke on redistricting: Nathan Sturtz, Oshkosh; Jim Erdman, Chairman Town of Oshkosh; Kathleen Propp, Oshkosh; Kathy Chapman, Town of Algoma.

Mr. Bougie and his staff took questions for the board.

Chairman Ramos thanked the Planning Department and the GIS Department for all their efforts with this project. He thanked Lighthouse Productions, Oshkosh Media, the Parks Department and Facilities Department for their hard work.

Motion by Supervisor Albrecht, seconded by Supervisor Finch, to adjourn until the Board's next meeting on Tuesday, September 21, 2021. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:49 p.m.

Respectfully submitted,
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held September 14, 2021.

Julie A. Barthels
Winnebago County Deputy Clerk

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, SEPTEMBER 21, 2021**

Chairman Shiloh Ramos called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Sunnyview Exposition Center, 500 East County Road Y, Oshkosh, Wisconsin and by Virtual ZOOM.

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

The following Supervisors were present: 32 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Nussbaum, Stafford, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Zellmer, Schellenger, Buck, Powers, Cox, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas;
ABSENT: 2 –Locke and Finch; VACANCIES: 2

Motion by Supervisor Albrecht and seconded by Supervisor Ellis to adopt the agenda for tonight's meeting.
CARRIED BY VOICE VOTE.

PUBLIC HEARING

The following people spoke in opposition of Resolution No. 211-092021 – "Authorizing the Borrowing of an Amount not to Exceed \$4,000,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor":

- Chris Ullman - Neenah
- Christine Whitty – Oshkosh
- Jennifer Koser – Winneconne
- Diane Koser - Winneconne

The following people spoke in favor of Resolution No. 213-092021 – "Resolution Amending the Articles of Organization and the By-Laws of the East Central Wisconsin Regional Planning Commission":

- Kevin Englebert – Menasha – Assistant Director East Central Wisconsin Regional Planning Commission

The following people voiced opinions regarding Resolution No. 206-092021: "Approving Tentative Supervisory District Plan – Option 1"; and Resolution No. 207-092021: "Approving Tentative Supervisory District Plan – Option 3":

- Ann Marshall – Oshkosh
- Sidney Oppermann – Oshkosh

The following people spoke in opposition to vaccine mandates:

- Jennifer Koser – Winneconne
- Diane Koser – Winneconne

The following person spoke in favor of continuing in-person and ZOOM meetings for the Winnebago County Board of Supervisors:

- Diane Koser – Winneconne

The following person voiced concern of the times that Winnebago County Committee meetings are held:

- John Hinz - Oshkosh

COMMUNICATIONS & PETITIONS

Susan Ertmer, County Clerk, presented the following communications:

- Petitions for Zoning Amendments:
 - 001 – Leon Luker, Town of Black Wolf, to rezone tax parcel no. 004-0503 from A-2 (General Agriculture District) to R-1 (Rural Residential District) was referred to the Planning & Zoning Committee
 - 002 – Kathryn H. Liner, Town of Omro, to rezone tax parcel nos. 016-0646 & 016-0647 from R-1 (Rural Residential District) to A-2 (General Agriculture District) was referred to the Planning & Zoning Committee

- 003 – Roch Wentzel, Town of Wolf River, to rezone tax parcel nos. 032-0609 and 032-0610 from R-8 (Manufactured/Mobile Home Community District) to A-2 (General Agriculture District) was referred to the Planning & Zoning Committee

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Konetzke announced that the Parks Department will be hosting a tour of the new dog park that will be located in the northern part of Winnebago County. He feels that it is in a good location and will be successful.

Motion by Supervisor Konetzke, seconded by Supervisor Ellis to approve the proceedings from the August 17, 2021 Winnebago County Board meeting with one correction. The cover of the proceedings should have the location changed from the Winnebago County Courthouse to the Sunnyview Exposition Center. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

County Executive Jon Doemel spoke in favor of Resolution No. 211-092021: "Authorizing the Borrowing of an Amount not to Exceed \$4,000,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor." He stated that the County has taken time to look at the policies and procedures that are used to determine the budget and borrowing process and how it relates to taxes that are charged to the residents.

COUNTY EXECUTIVE'S APPOINTMENTS

Winnebago County Highway Commissioner

Executive Jon Doemel asked for the Board's approval of his appointment of Robert Doemel as the Winnebago County Highway Commissioner. Motion by Supervisor Ellis, seconded by Supervisor Konetzke to accept. CARRIED BY VOICE VOTE.

Elisha D. Smith Public Library Board of Trustees

Executive Jon Doemel asked for the Board's approval of his re-appointment of Joseph Franzoi, Menasha to the Elisha D. Smith Public Library Board of Trustees. Motion by Supervisor Stafford, seconded by Supervisor Cox to accept. CARRIED BY VOICE VOTE.

Aging & Disability Resource Center Committee

Executive Jon Doemel asked for the Board's approval of his appointment of Tamar Mathwig, Omro to the Aging & Disability Resource Center Committee. This term expires on September 30, 2024. Motion by Supervisor Cox, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

Human Services Board

Executive Jon Doemel asked for the Board's approval of his appointment of Ralph Harrison, Town of Algoma to the Human Services Board. This term expires on December 31, 2022. Motion by Supervisor Lautenschlager, seconded by Supervisor Defferding to accept. CARRIED BY VOICE VOTE.

Diversity Affairs Commission

Executive Jon Doemel asked for the Board's approval of his appointment of Rodney Frazier, Oshkosh to the Diversity Affairs Commission. This term expires on April 19, 2022. Motion by Supervisor Defferding, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

Human Services Board

Executive Jon Doemel asked for the Board's approval of his appointment of Supervisor Bryan Stafford, Neenah to the Human Services Board. This term expires on December 31, 2023. Motion by Supervisor Lautenschlager, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that two Winnebago County Board meetings were held in September, there will be one in October--October 19, 2021. Budget hearings will start on November 1, 2021.

Chairman Ramos reported on the current vacancies that are on the Winnebago County Board. The vacancies are in District 8 and District 21. Supervisor Neuhoff, District 8, resigned from the board. Supervisor Warnke, District 21, passed away. Notices have been posted to fill these positions.

ZONING REPORTS AND ORDINANCES

No zoning for the month of September.

RESOLUTIONS AND ORDINANCES

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to have a roll call vote to determine which Supervisory District Plan Option, 1 or 3, would be the best for Winnebago County re-districting. CARRIED BY VOICE VOTE. NAYES: 2.

Roll call vote results – Option 1 – 24 in favor
Option 3 – 8 in favor

Option 1 was selected with 24 votes. Two supervisors were absent and there are two vacancies on the board.

RESOLUTION NO. 206-092021: Approving Tentative Supervisory District Plan- Option 1

WHEREAS, the United States Constitution requires the United States Census Bureau to conduct a decennial census; and

WHEREAS, an accurate accounting of citizens and non-citizens living in the United States is important as it is required by law and also determines fair political representation; and

WHEREAS, the "one person one vote" requirement arises under the Equal Protection Clause of the United States Constitution and means equality of representation across supervisory districts. Specifically, it requires that members of a local elected body be drawn from districts of substantially equal population; and

WHEREAS, the redistricting process begins when the County receives the federal decennial census numbers from the state. Once the data is received, a three-stage process begins with the county developing a tentative supervisory district plan followed by municipalities developing ward and aldermanic district plans and finally the county adopting the final supervisory district plan. A county's ability to redistrict is governed by the concepts of compactness, contiguity and substantial equivalence of population; and

WHEREAS, attached is tentative Supervisory District Plan- Option 1;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes and adopts tentative Supervisory District Plan- Option 1 to be forward to municipalities so they can develop ward and aldermanic district plans.

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

Motion by Supervisor Wingren, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. A friendly amendment was made to add the words "and adopts" to Line 25 of the Resolution to read as follows: Now, Therefore, Be It Resolved by the Winnebago County Board of Supervisors that it hereby authorizes and adopts tentative Supervisory District Plan – Option 1 to be forward to municipalities so they can develop ward and aldermanic district plans.

RESOLUTION NO. 207-092021: Approving Tentative Supervisory District Plan- Option 3

WHEREAS, the United States Constitution requires the United States Census Bureau to conduct a decennial census; and

WHEREAS, an accurate accounting of citizens and non-citizens living in the United States is important as it is required by law and also determines fair political representation; and

WHEREAS, the "one person one vote" requirement arises under the Equal Protection Clause of the United States Constitution and means equality of representation across supervisory districts. Specifically, it requires that members of a local elected body be drawn from districts of substantially equal population; and

WHEREAS, the redistricting process begins when the County receives the federal decennial census numbers from the state. Once the data is received, a three-stage process begins with the county developing a tentative supervisory district plan followed by municipalities developing ward and aldermanic district plans and finally the county adopting the final supervisory district plan. A county's ability to redistrict is governed by the concepts of compactness, contiguity and substantial equivalence of population; and

WHEREAS, attached is tentative Supervisory District Plan- Option 3;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes tentative Supervisory District Plan- Option 3 to be forward to municipalities so they can develop ward and aldermanic district plans.

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

This resolution was WITHDRAWN from the agenda. District Plan – Option 3 was voted down by a motion made before Resolution Nos. 206-092021 and 207-092021 were brought forward to the board.

RESOLUTION NO. 208-092021: Commendation for Dennis Kallin

WHEREAS, Dennis Kallin has been employed with the Winnebago County Sheriff's Department for the past forty-three years, and during that time has been a most conscientious and devoted County employee; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation is extended to Dennis Kallin for the fine services he has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Dennis Kallin.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 209-092021: Commendation for David Roth

WHEREAS, David Roth has been employed with the Winnebago County Sheriff's Department for the past twenty-six years, and during that time has been a most conscientious and devoted County employee; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation is extended to David Roth for the fine services he has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to David Roth.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 210-092021: Commendation for Lori Schilcher

WHEREAS, Lori Schilcher has been employed with the Winnebago County Department of Human Services for the past twenty-nine years, and during that time has been a most conscientious and devoted County employee; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation is extended to Lori Schilcher for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Lori Schilcher.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 211-092021: Authorizing the Borrowing of an Amount not to Exceed \$4,000,000; and
 Authorizing the Issuance and Sale of General Obligation Promissory Notes
 Therefor**

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for the purpose of paying the cost of constructing, remodeling, demolishing and improving parks, facilities, buildings and sites, and acquiring and installing furnishings, fixtures and equipment (the "Project"), and there are insufficient funds on hand to pay said costs; and

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of the Wisconsin Statutes; and

WHEREAS, counties are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to borrow money and to issue general obligation promissory notes for such public purposes; and; and

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$4,000,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.

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

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum not to exceed FOUR MILLION DOLLARS (\$4,000,000).

Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell, on behalf of and in the name of the County, general obligation promissory notes aggregating a principal amount not to exceed FOUR MILLION DOLLARS (\$4,000,000) (the "Notes"). The sale of the Notes shall be negotiated with a financial institution, and the terms of the Notes, including the dating, interest rates, maturity schedule and other details with respect to the Notes, shall be subject to approval by subsequent resolution of the Winnebago County Board of Supervisors. There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

Section 3. Offering Document. The County Clerk shall cause a Preliminary Term Sheet or other similar document concerning this issue to be prepared by Robert W. Baird & Co. Incorporated. The appropriate County officials may determine when such document is final for purposes of Securities and Exchange Commission Rule 15c2-12 and may certify said document, such certification to constitute full authorization of such document under this resolution.

Section 4. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Winnebago 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 this 21st day of September, 2021.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Cox to adopt. Vote on Resolution: AYES: 30; NAYES: 2 – Defferding and Stafford; ABSENT: 2 – Locke and Finch; VACANCIES: 2. CARRIED.

RESOLUTION NO. 212-092021:

Approving Contract for Operation of Three Waves Health Clinic by Premise Health Employer Solutions, L.L.C.

WHEREAS, since February 2015, in partnership with the Oshkosh Area School District and the City of Oshkosh, Winnebago County has sponsored an employee health and wellness clinic known as the Three Waves Health Clinic and Wellness Center. The Center provides health services to members of Winnebago County's health plan; and

WHEREAS, the Three Waves clinic has been operated on our behalf, first by Interra Health, Inc., and then by its successor corporation, Healics Health Professionals, Inc. Over the past six years, the clinic has proven to provide improved health care options and outcomes for employees and dependents while reducing total health care claim costs for the County; and

WHEREAS, the current contract with Healics Health Professionals, Inc. expires at the end of 2021, and as a result in 2021 the three partner entities have jointly conducted a request for proposals process for continued operation of the Three Waves Health Clinic and Wellness Center, and have selected Premise Health Employer Solutions, L.L.C. as the new operator of the clinic; and

WHEREAS, as a national provider of over 800 employer-sponsored health clinics, Premise will be able to bring new resources to the Three Waves clinic and improve services available to members of our health plan, including a full-time physician at the clinic, a full-time RN manager, occupational health services, telehealth options, support through Premise's partnership with the Mayo Clinic, and a sophisticated chronic disease management program; and

WHEREAS, the proposed agreement with Premise Health Employer Solutions, L.L.C. is for an initial period of three years, with two one-year options to renew; and

WHEREAS, the actual cost to the County under this agreement will depend on a number of factors, including the services provided at the clinic and usage of the clinic by County health plan members, but the average County cost is estimated to be in the range of \$650,000 to \$750,000 per year. Since these costs are included in the budget for the self-insured health plan fund, and are expected to reduce overall claims expense by a greater amount than the clinic costs, no budget transfer is necessary;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute an agreement with Premise Health Employer Solutions, L.L.C. in form substantially similar to the attached document.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Konrad.

RESOLUTION NO. 213-092021:

Amending the Articles of Organization and the By-Laws of the East Central Wisconsin Regional Planning Commission.

WHEREAS, the Articles of Organization ("Articles") and the By-Laws ("By-Laws") of the East Central Wisconsin Regional Planning Commission authorize a majority of the counties that are members of the Commission to make certain amendments to the Articles and By-Laws; and

WHEREAS, the Articles and By-Laws also reserve to the local units within the Commission the authority to determine the composition of the Commission; and

WHEREAS, the Commission's Steering Committee has recommended to the Commission and is recommending to both the member counties and the local units the amendments to the Articles and the By-Laws described below; and

WHEREAS, the Commission's Steering Committee has reconsidered its prior recommendation and now recommends to the Commission and to the local units, respectively, their approval of the revised set of Articles and By-Laws that are attached to this resolution.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approve the revisions to the By-Laws as more fully set forth in Exhibit A, which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it recommends that the word "out" on page 13, article X line 2 be deleted as set forth in Exhibit A which is attached and incorporated herein by reference.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby is authorized and directed to take such further action as may be necessary and appropriate to accomplish the intended purposes of this Resolution.

Submitted by:
PLANNING & ZONING COMMITTEE

Motion by Supervisor Egan, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 214-092021: Authorize Execution of a Quit Claim Deed Between Kimberly-Clark Corporation and Winnebago County

WHEREAS, to accommodate the new traffic signals that are to be placed on the Kimberly-Clark Corporation campus and the new Neenah High School campus, an additional right of way on County Highway II is required; and

WHEREAS, Kimberly-Clark Corporation will grant a quit claim deed to Winnebago County and provide land rights to use a defined portion of the property to accommodate the new traffic signals (see attached); and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes execution of the quit claim deed between Kimberly-Clark Corporation and Winnebago County.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of said Quit Claim Deed, attached hereto, is made a part of this Resolution and incorporated herein by reference.

Submitted by:
HIGHWAY COMMITTEE

Motion by Supervisor Albrecht, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 215-092021: Request Authority to Apply to the Department of Natural Resources for Funds to Restore Pathway and Stream Bank Damage at Waukau Creek Dam and to Commit Such Funds as may be Made Available Towards the Restoration Project

WHEREAS, heavy rains during the summer of 2021 have caused the pond and stream bank and areas surrounding the Waukau Creek Dam to give way; and

WHEREAS, the annual County Conservation Aids (CCA) Grant Program administered by the Wisconsin Department of Natural Resources (WDNR) provides grants to all counties within the State of Wisconsin as cost-share for fish and wildlife habitat projects, including stream bank restoration; and

WHEREAS, the Parks and Recreation Committee believes that it would be prudent to take advantage of the \$1,308 made available to Winnebago County through CCA program to match the \$1,308 in funding available in the Parks grounds maintenance account; and,

WHEREAS, it is necessary that the Winnebago County Board of Supervisors authorize submittal of an application for said funds.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Executive and the Winnebago County Clerk are authorized to apply on behalf of Winnebago County to the Department of Natural Resources for the aforementioned financial aid that may be available to assist in restoration of the stream bank at the Waukau Creek Dam.

BE IT FURTHER RESOLVED that approval is hereby granted by the Winnebago County Board of Supervisors for such funding aid as may be made available to Winnebago County by the Department of Natural Resources, to be committed towards the restoration of the stream bank at Waukau Creek Dam.

Submitted by:
PARKS & RECREATION COMMITTEE

Motion by Supervisor Konetzke, seconded by Supervisor Norton to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 216-092021:

Establishing the Official Name of the new Winnebago County Dog Park Located in the Village of Fox Crossings

WHEREAS, Winnebago County is constructing a new 4.5-acre dog park located at 1111 Ehlers Road in the Village of Fox Crossings; and

WHEREAS, the Winnebago County Parks and Recreation Department plans to host an opening of the new dog park in October of 2021; and

WHEREAS, Supervisor Jerry Finch has spent many years as the Parks and Recreation Committee Chair working to find a suitable location for a second dog park within Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the new dog park established in Winnebago County shall be named the "Jerry Finch Winnebago County Dog Park".

Submitted by:

PARKS & RECREATION COMMITTEE

Motion by Supervisor Konetzke, seconded by Supervisor Lautenschlager to adopt. Vote on Resolution: AYES: 23; NAYES: 9 – Brunn, Albrecht, Gabert, Konrad, Schorse, Wingren, Rasmussen, Keller and Ellis; ABSENT: 2 – Locke and Finch; VACANCIES: 2. CARRIED.

The name of the dog park will be "Jerry Finch Winnebago County Dog Park".

Executive Jon Doemel commended the Winnebago County Board of Supervisors for working together to pass the Re-districting Resolution to allow the municipalities time to do their part.

Chairman Ramos commended the Winnebago County Board of Supervisors for their diligence in the decision for the Re-districting process. Chairman Ramos thanked the Planning & Zoning Department for their hard work and dedication to the Re-districting Process for Winnebago County.

Chairman Ramos thanked Lighthouse Productions, the Facilities Department, the Sheriff's Department, the Park's Department, Information Systems – Dia and the County Clerk's office for their part in organizing the County Board to have their meeting both in-person and virtually.

Motion by Supervisor Albrecht, seconded by Supervisor Konetzke to adjourn until the October 19, 2021 meeting at 6:00 p.m. The meeting was adjourned at 7:50 p.m.

Submitted by:

Julie A. Barthels

Winnebago County Deputy Clerk

State of Wisconsin)

County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held September 21, 2021.

Julie A. Barthels

Winnebago County Deputy Clerk



Winnebago County

Office of the County Executive

The Wave of the Future

October 12, 2021

Dear Members of the County Board of Supervisors,

Below are my appointments to fill recent vacancies for a department head and numerous boards and commissions. This letter provides a short rationale for each appointment.

Supervisor Andy Buck to the Industrial Development Board. Supervisor Buck is appointed to a county board member vacancy. Term Expires: April 30, 2022

Elizabeth Jones of Neenah to **ADRC Board**. Ms. Jones is reappointed to her second three-year term to represent developmentally disabled citizens. Term Expires: August 31, 2024

Rob Paterson of Oshkosh to the **ADRC Board**. Mr. Paterson is reappointed to his second three-year term to represent physically disabled citizens. Term expires: August 31, 2024

Jan Olson of Winneconne to the **ADRC Board**. Ms. Olson is reappointed to her second three-year term to represent elderly citizens. Term expires: August 31, 2024

Jerry Braasch of Nekimi to the **Board of Adjustment**. Mr. Braasch is reappointed to the BOA as a 1st Alternate. He previously served as a 2nd Alternate. Term expires: June 30, 2024

Tom Verstegen of Black Wolf to the **Board of Adjustment**. Mr. Verstegen is a retired state employee with service to the WDNR and Department of Safety and Professional Services. He previously served as a member of the Board of Adjustment and is the zoning administrator for the town of Black Wolf. Mr. Verstegen is appointed to a vacancy as 2nd alternate. He would not be used for town of Black Wolf matters. Term expires: June 30, 2024

Lt. Col. Timothy Paterson of Oshkosh to the **Veterans Service Commission**. Lt. Col. Paterson is retiring from the Army Reserves after three decades of service. He lives in Oshkosh with his family. He is appointed to fill the vacancy of Supervisor Bob Warnke. Term expires: December 31, 2021

Respectfully submitted,

Jon Doemel
Winnebago County Executive

SHILOH J. RAMOS
Winnebago County Board Chairman



112 OTTER AVENUE
OSHKOSH, WISCONSIN 54903-2806

OSHKOSH (920) 232-3430
FOX CITIES (920) 727-2880
FAX (920) 232-3435

Winnebago County
Office of the County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: Shiloh J. Ramos, Chairman
DATE: October 12, 2021
RE: Appointment to the Aviation Committee

Subject to your approval, I am appointing Supervisor Bryan Stafford to the Aviation Committee. Supervisor Stafford will replace Supervisor Robert Warnke who passed away. Thank you in advance for your support of this appointment.

SHILOH J. RAMOS
Winnebago County Board Chairman



112 OTTER AVENUE
OSHKOSH, WISCONSIN 54903-2806

OSHKOSH (920) 232-3430
FOX CITIES (920) 727-2880
FAX (920) 232-3435

Winnebago County

Office of the County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: Shiloh J. Ramos, Chairman
DATE: October 12, 2021
RE: Appointment to the Highway Committee

Subject to your approval, I am appointing Supervisor Ben Joas to the Highway Committee. Supervisor Joas will replace Supervisor Robert Warnke who passed away. Thank you in advance for your support of this appointment.

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5830 filed with the County Clerk by:

LUKER REV TST, ANN M ; LUKER REV TST, LEON C, Town of BLACK WOLF and referred to the Planning and Zoning Committee on 9/21/2021 and

WHEREAS, a Public Hearing was held on 9/28/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: LUKER REV TST, ANN M ; LUKER REV TST, LEON C
Agent(s): FRUEH, BILL - FRUEH CONSLULTING SERVICES LLC

Location of Premises Affected: SOUTH OF 7440 SWISS RD OSHKOSH, WI 54902

Legal Description: Being all of Lot 2 of CSM-7791, located in part of the NW 1/4 of the SE 1/4, Section 31, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

Tax Parcel No.: 004-0503, 004-0503-06

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

WHEREAS,
 Applicant is requesting a rezoning to R-1 Rural Residential,
 And
 WHEREAS, we received notification from the Town of BLACK WOLF recommending Approval
 And
 WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

1. The Town of Black Wolf has approved.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 10/001/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5830 as follows:

Being all of Lot 2 of CSM-7791, located in part of the NW 1/4 of the SE 1/4, Section 31, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Jon Doemel
County Executive

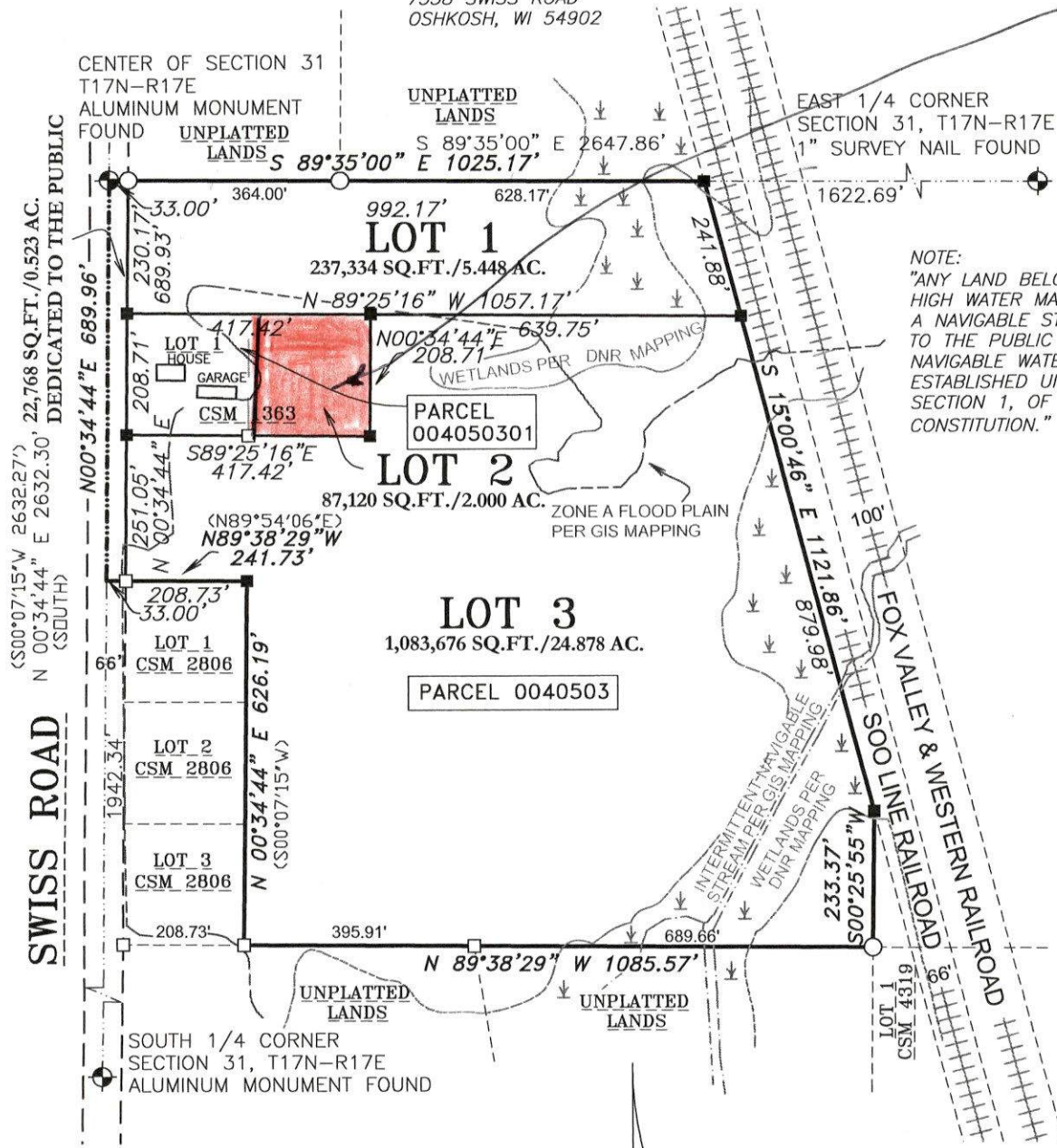
County Board Supervisory district 32 - KELLER

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP 1363,
AND PART OF THE NORTHWEST 1/4 OF THE
SOUTHEAST 1/4 OF SECTION 31, TOWNSHIP 17
NORTH, RANGE 17 EAST, TOWN OF BLACK WOLF,
WINNEBAGO COUNTY, WISCONSIN.

*Area of
Requested
Zoning
Change*

SURVEY FOR:
LEON LUNKER
7558 SWISS ROAD
OSHKOSH, WI 54902



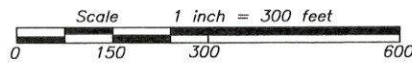
NOTE:
"ANY LAND BELOW THE ORDINARY
HIGH WATER MARK OF A LAKE OR
A NAVIGABLE STREAM IS SUBJECT
TO THE PUBLIC TRUST IN
NAVIGABLE WATERS THAT IS
ESTABLISHED UNDER ARTICLE IX,
SECTION 1, OF THE STATE
CONSTITUTION."

SWISS ROAD
(S00°07'15"W 2632.27') 22,768 SQ.FT./0.523 AC.
DEDICATED TO THE PUBLIC
N 00°34'44" E 2632.30'
(SOUTH)
N 00°34'44" E 689.96'

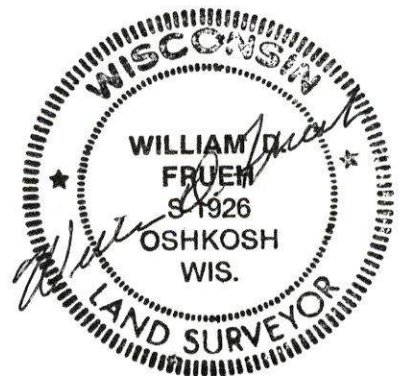
FOX VALLEY & WESTERN RAILROAD
SOO LINE RAILROAD
LOT 1 CSM 4319

LEGEND

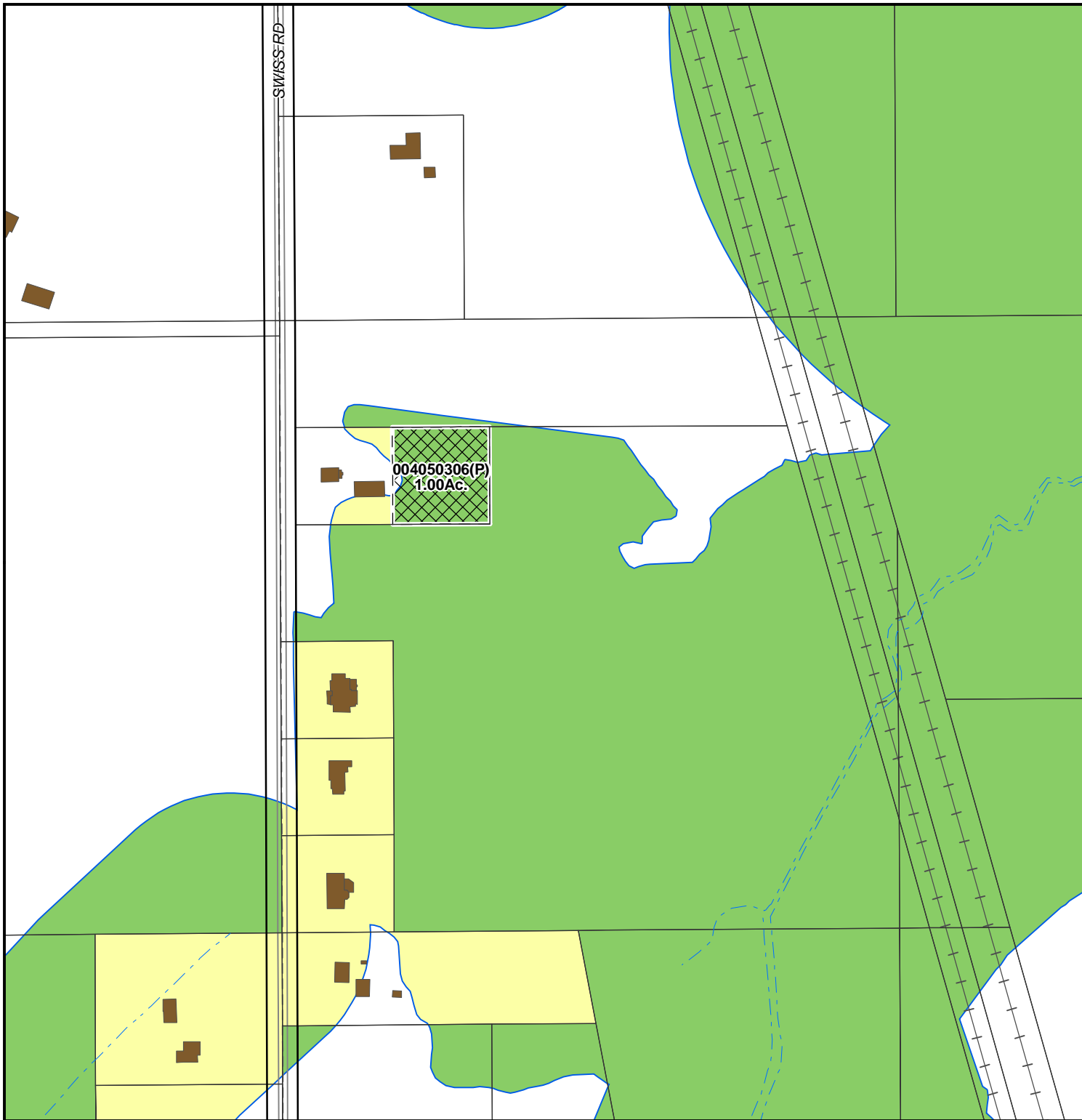
- 1-1/4" O.D. IRON PIPE SET, 18" LONG,
WEIGHING 1.130 LBS. PER LIN. FOOT
- 3/4" REBAR FOUND
- 1-1/4" O.D. IRON PIPE FOUND
- ⊙ GOVERNMENT CORNER FOUND
- () RECORDED AS



BEARINGS ARE REFERENCED TO THE WINNEBAGO
COUNTY COORDINATE SYSTEM OF 1983(1991)
IN WHICH THE WEST LINE OF THE SOUTHEAST 1/4,
OF SECTION 31, BEARS N00°34'44"E



FRUEH CONSULTING SERVICES, LLC
ENGINEERING AND LAND SURVEYING
P. O. Box 282, Oshkosh, Wisconsin 54902
TELEPHONE (920) 235-0279



Application #21-ZC-5830

Date of Hearing:

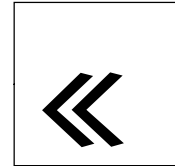
September 28, 2021

Owner(s):

MAES, WESLEY B /
NIEMEYER, HOLLY J

Subject Parcel(s):

004050306(P)



Winnebago County
WINGS Project

Scale

1 inch : 300 feet

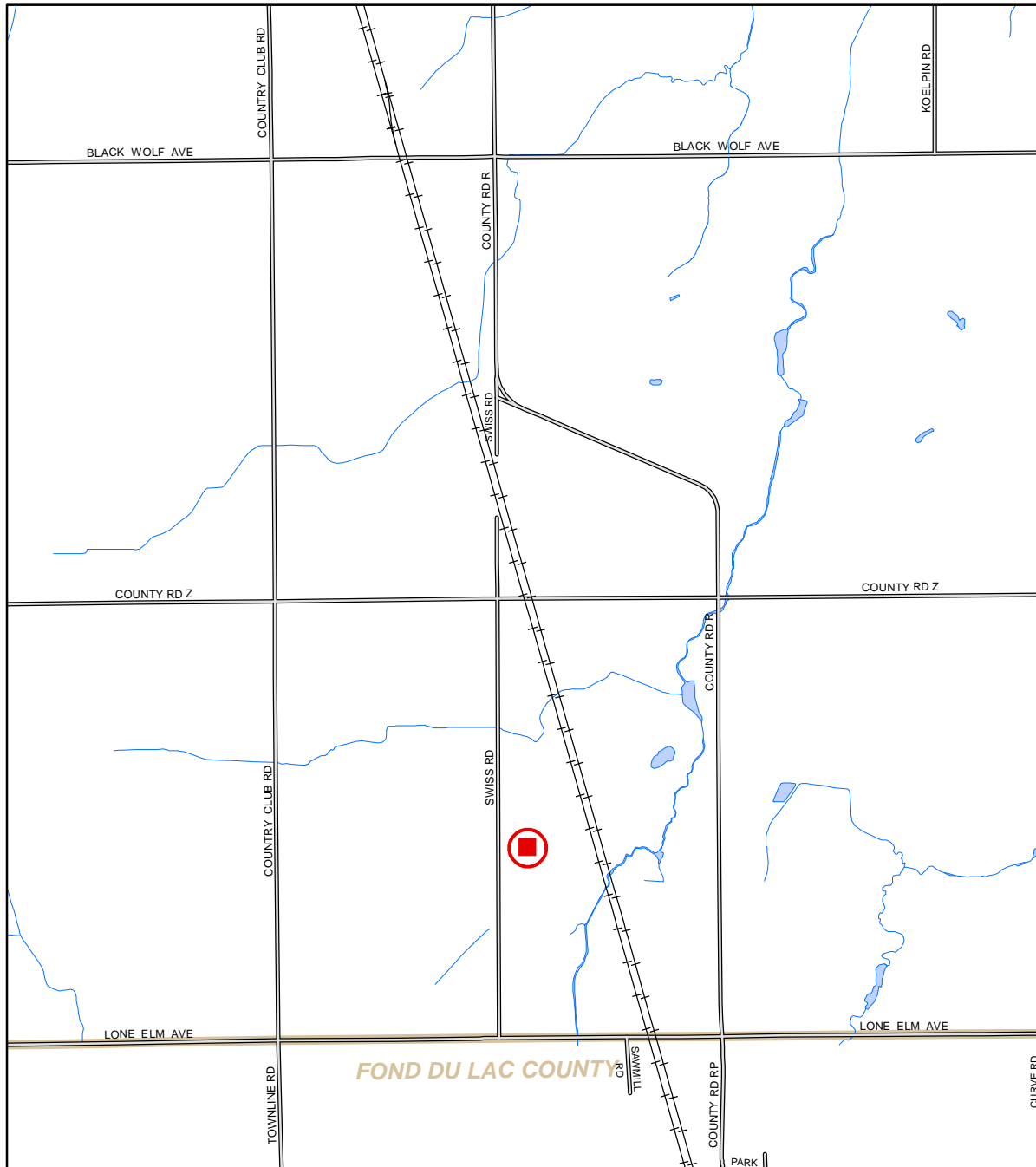
County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

○ = SITE



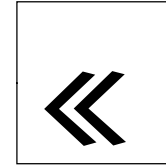
1 inch : 2,000 feet

Application #21-ZC-5830

Date of Hearing:
September 28, 2021

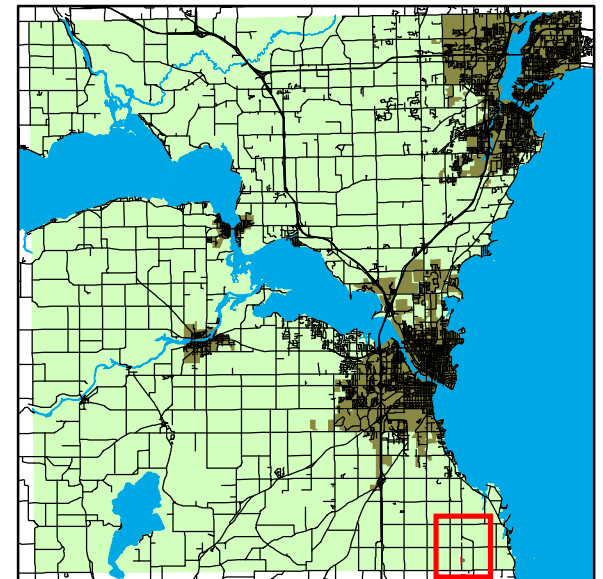
Owner(s):
MAES, WESLEY B /
NIEMEYER, HOLLY J

Subject Parcel(s):
004050306(P)



*Winnebago County
WINGS Project*

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5840 filed with the County Clerk by:

HAMMER, LINDA M ; LINER, KATHRYN H, Town of OMRO and referred to the Planning and Zoning Committee on 09/21/2021 and

WHEREAS, a Public Hearing was held on 9/28/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: HAMMER, LINDA M ; LINER, KATHRYN H
Agent(s):

Location of Premises Affected: 6038 COUNTY RD K OSHKOSH, WI 54904

Legal Description: Being all of Lots 2 and 3 of CSM-3531, located in part of the W 1/2 of the SW 1/4, Section 27, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-0647, 016-0646

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

WHEREAS,

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

WHEREAS, we received notification from the Town of OMRO recommending Approval
And

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

1. The Town of Omro has approved.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 10/002/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5840 as follows:

Being all of Lots 2 and 3 of CSM-3531, located in part of the W 1/2 of the SW 1/4, Section 27, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Jon Doemel
County Executive

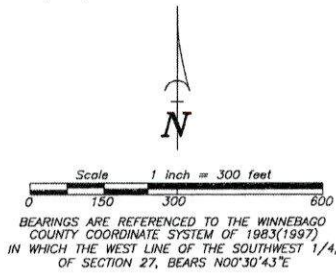
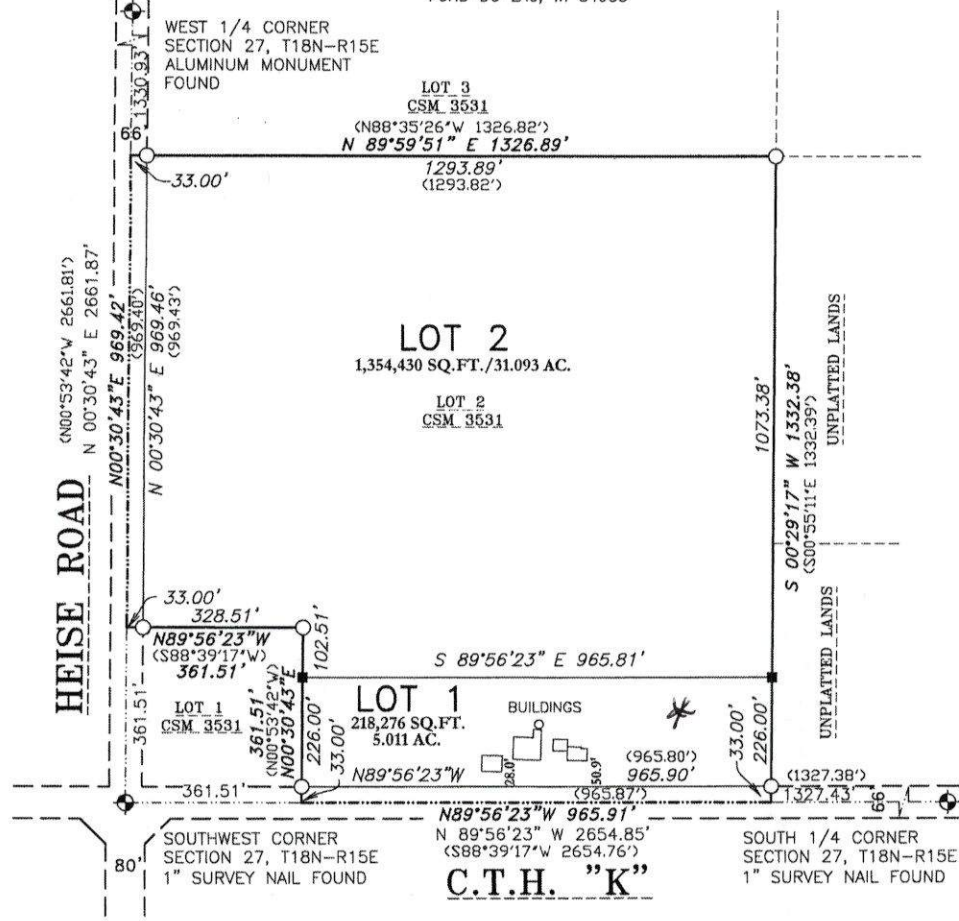
County Board Supervisory district 33 - Egan

* Proposed sale of residential property

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 2 OF CERTIFIED SURVEY MAP 3531,
BEING PART OF SOUTHWEST 1/4 OF THE
SOUTHWEST 1/4 OF SECTION 27, TOWNSHIP 18
NORTH, RANGE 15 EAST, TOWN OF OMRO,
WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
LINDA HAMMER
W4993 JON RAY DRIVE
FOND DU LAC, WI 54935



- LEGEND**
- 1-1/4" O.D. IRON PIPE SET, 18" LONG, WEIGHING 1.130 LBS. PER LIN. FOOT
 - 3/4" REBAR FOUND
 - ⊕ GOVERNMENT CORNER FOUND
 - () RECORDED AS

BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983 (1997) IN WHICH THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 27, BEARS N00°30'43"E

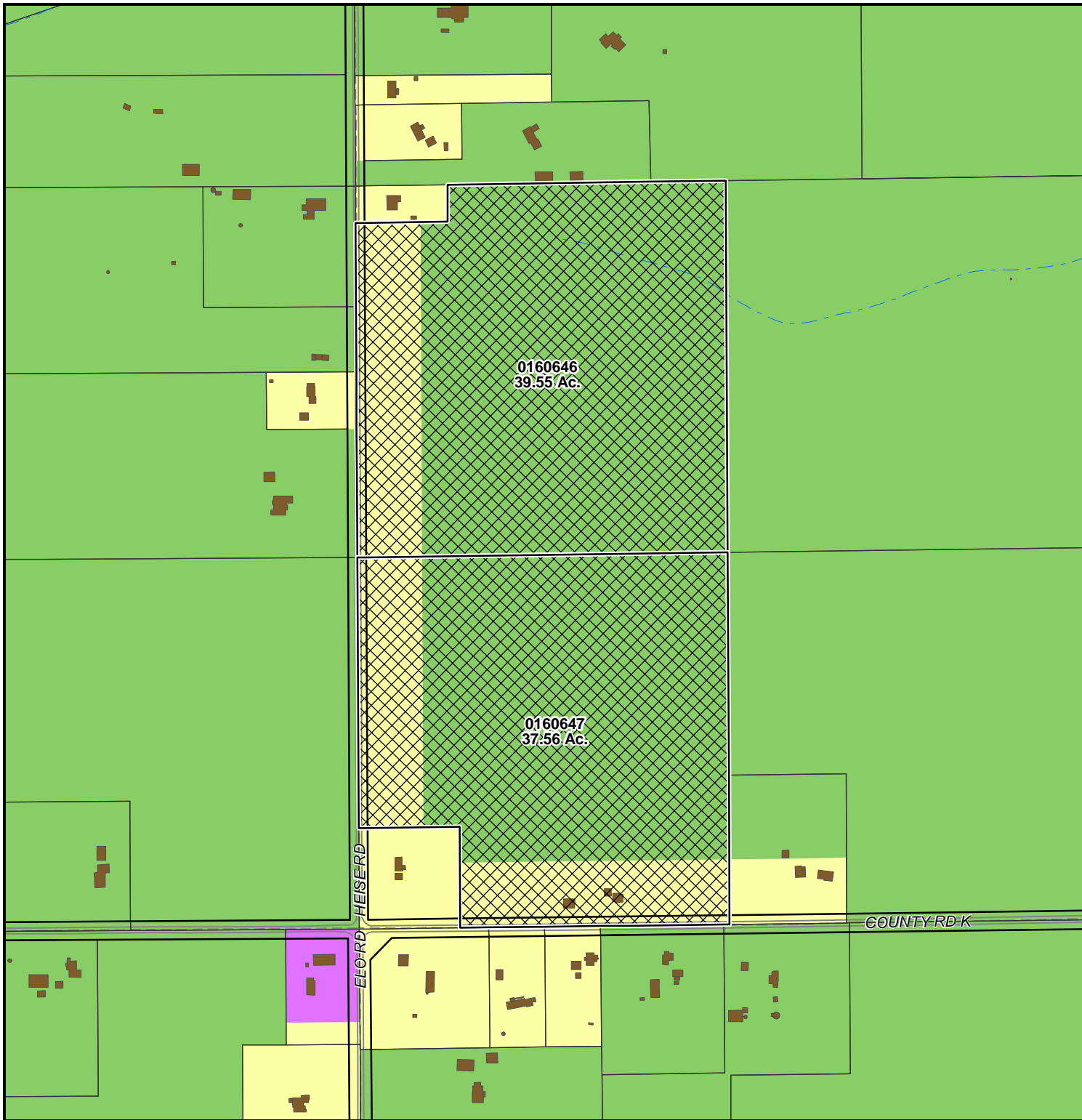
Martenson & Eisele, Inc.



101 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. 0-2613-001
FILE 2613001CSM SHEET 1 OF 3
This instrument was drafted by: DSL

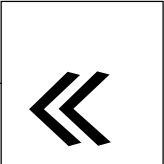


Application #21-ZC-5840

Date of Hearing:
September 28, 2021

Owner(s):
LINER, KATHRYN H /
HAMMER, LINDA M

Subject Parcel(s):
0160646 & 0160647



Winnebago County
WINGS Project

Scale
1 inch : 500 feet

County Zoning Districts

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

*City of Oshkosh Extraterritorial
Zoning Jurisdiction*

Incorporated Area

○ = SITE

Application #21-ZC-5840

Date of Hearing:

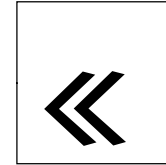
September 28, 2021

Owner(s):

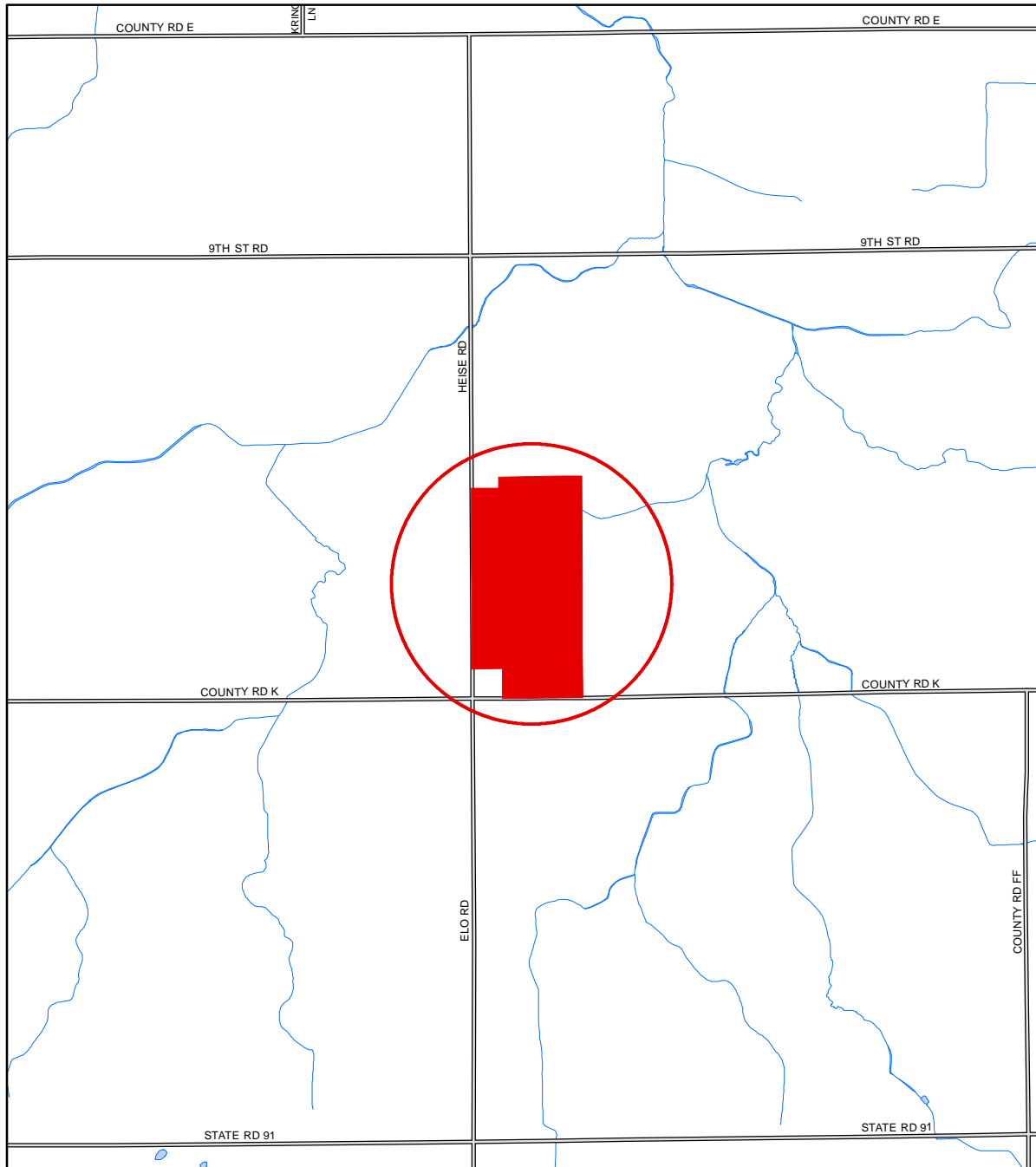
LINER, KATHRYN H /
HAMMER, LINDA M

Subject Parcel(s):

0160646 & 0160647

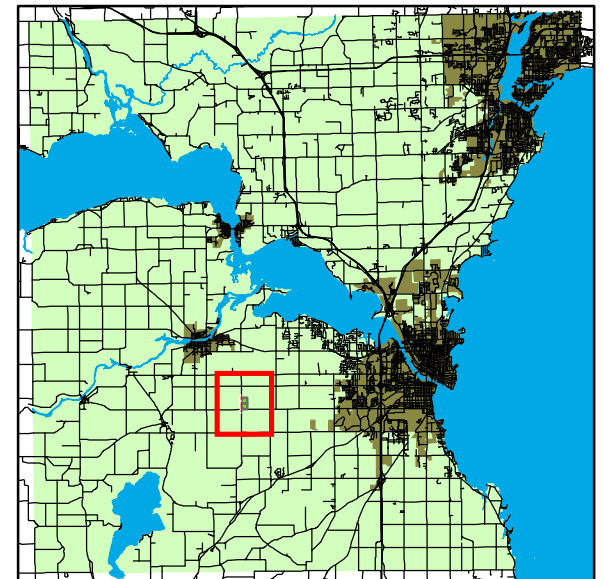


*Winnebago County
WINGS Project*



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5870 filed with the County Clerk by:

WENTZEL, ROCH , Town of WOLF RIVER and referred to the Planning and Zoning Committee on 09/21/2021 and

WHEREAS, a Public Hearing was held on 9/28/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: WENTZEL, ROCH
Agent(s): OEHLKE, TERRY L

Location of Premises Affected: SOUTH OF 7901 BAY LN FREMONT, WI 54940

Legal Description: Being part of the W 1/2 of the SW 1/4, Section 28, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

Tax Parcel No.: 032-0609, 032-0610

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

WHEREAS,
 Applicant is requesting a rezoning to A-2 General Agriculture,
 And
 WHEREAS, we received notification from the Town of WOLF RIVER recommending Approval
 And
 WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

1. The Town of Wolf River has approved.
2. There were no objections.
3. Proposed Use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 10/003/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5870 as follows:

Being part of the W 1/2 of the SW 1/4, Section 28, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

FROM: R-8 Manufactured/Mobile Home Park, A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

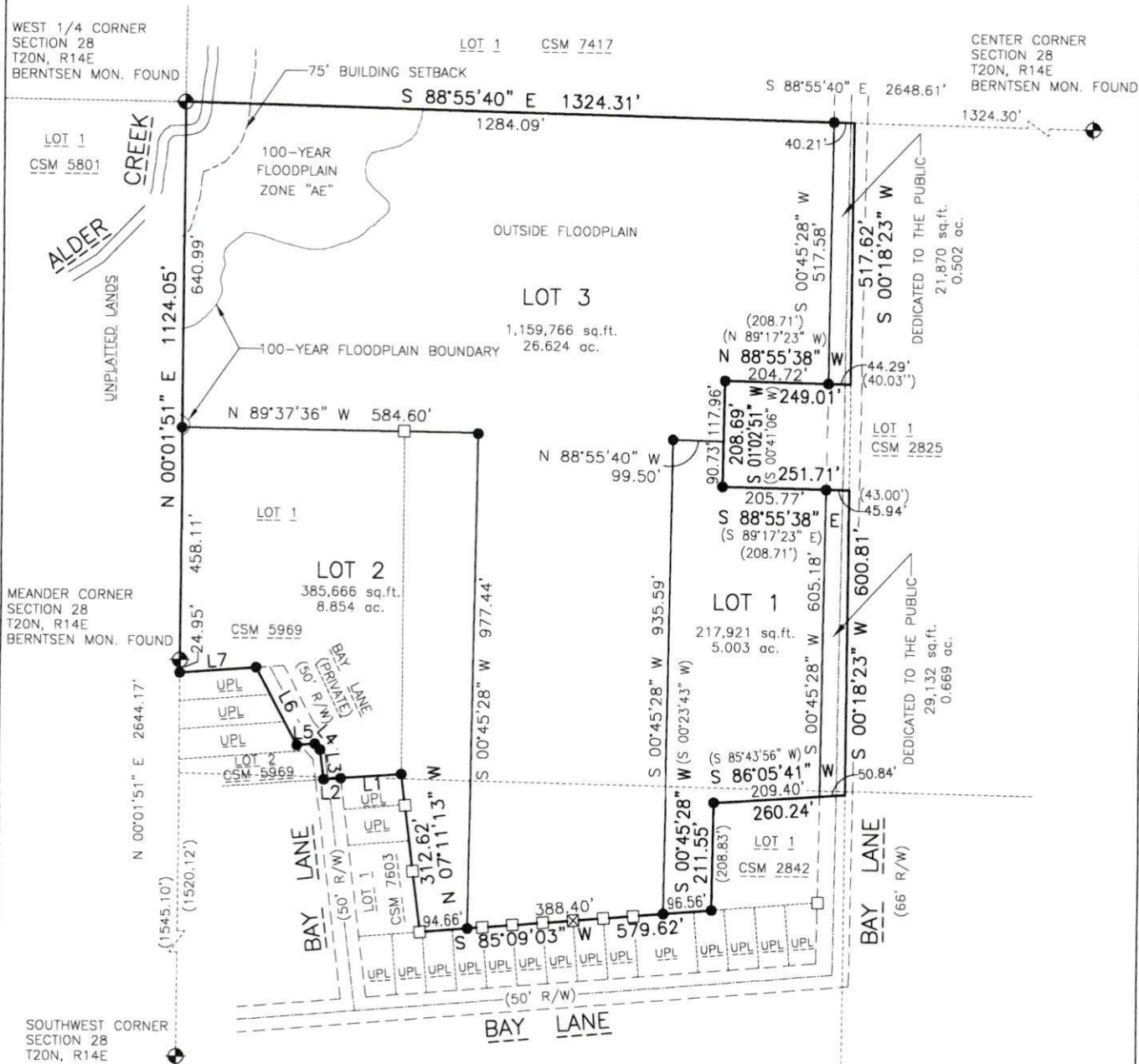
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Jon Doemel
County Executive

County Board Supervisory district 36 - JOAS

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 OF CERTIFIED SURVEY MAP 5969 AND PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 14 EAST, TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN.



LINE	BEARING	DISTANCE
L1	S 85°29'13" W	119.93'
L2	S 85°32'18" W	33.88'
L3	N 07°04'08" W	59.86'
L4	N 42°30'54" W	15.25'
L5	S 85°34'22" W	35.74'
L6	N 28°15'52" W	172.48'
L7	S 85°33'56" W	150.63'



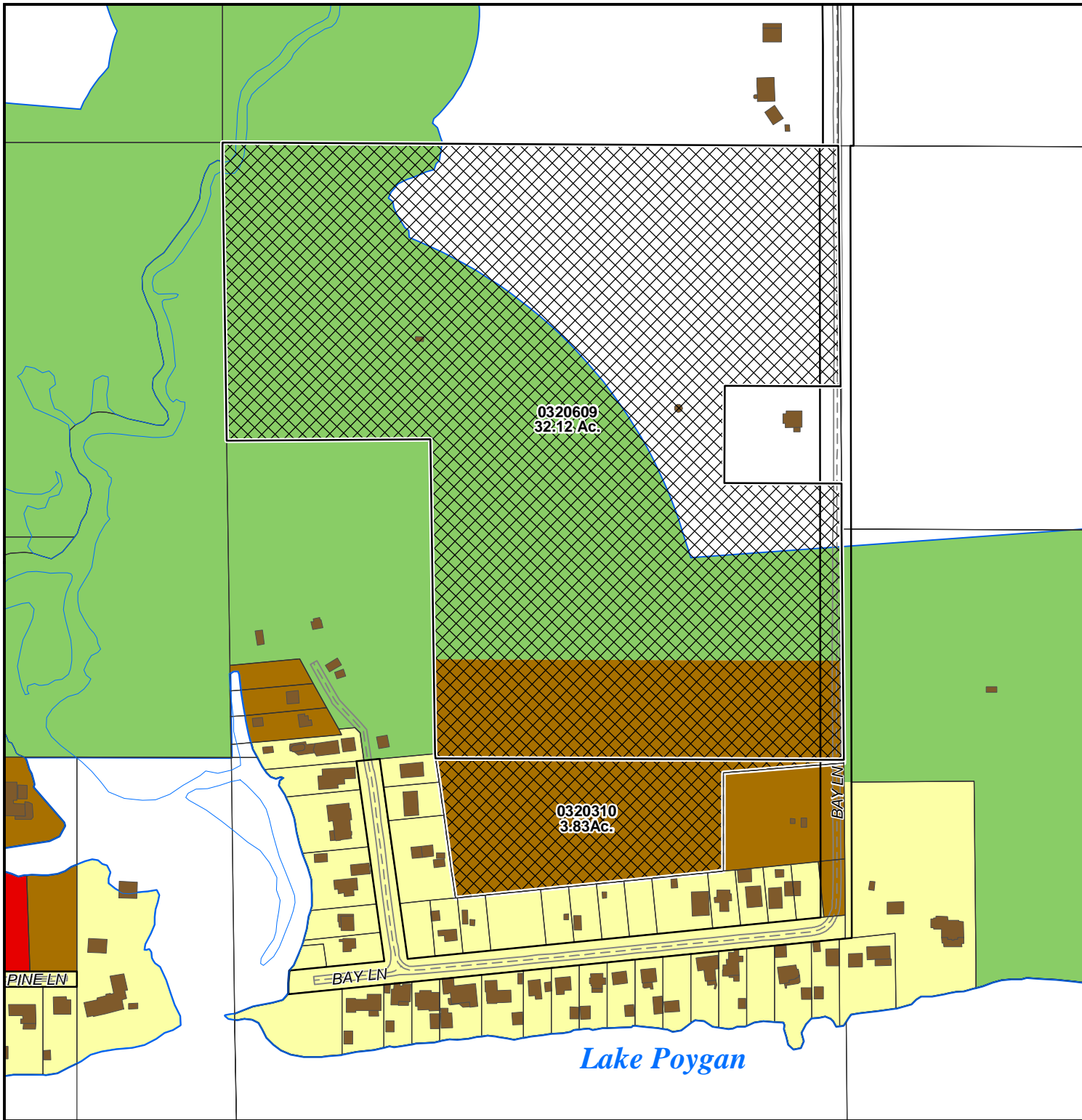
LEGEND

- ◆ SECTION CORNER
- 3/4" x 24" STEEL REBAR SET WEIGHING 1.502 LBS./LIN. FT.
- 3/4" REBAR FOUND
- 1" IRON PIPE FOUND
- ⊠ 1-1/2" IRON ROD FOUND
- () RECORDED AS
- UPL UNPLATTED LANDS



NORTH IS REFERENCED TO THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 28, TOWNSHIP 20 NORTH, RANGE 14 EAST, TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN WHICH BEARS S 88°55'40" E PER THE WINNEBAGO COUNTY COORDINATE SYSTEM.

920, 422, 2829



Application #21-ZC-5870

Date of Hearing:

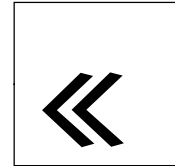
September 28, 2021

Owner(s):

WENTZEL, ROCH

Subject Parcel(s):

0320609 & 0320610



Winnebago County
WINGS Project

Scale

1 inch : 300 feet

County Zoning Districts

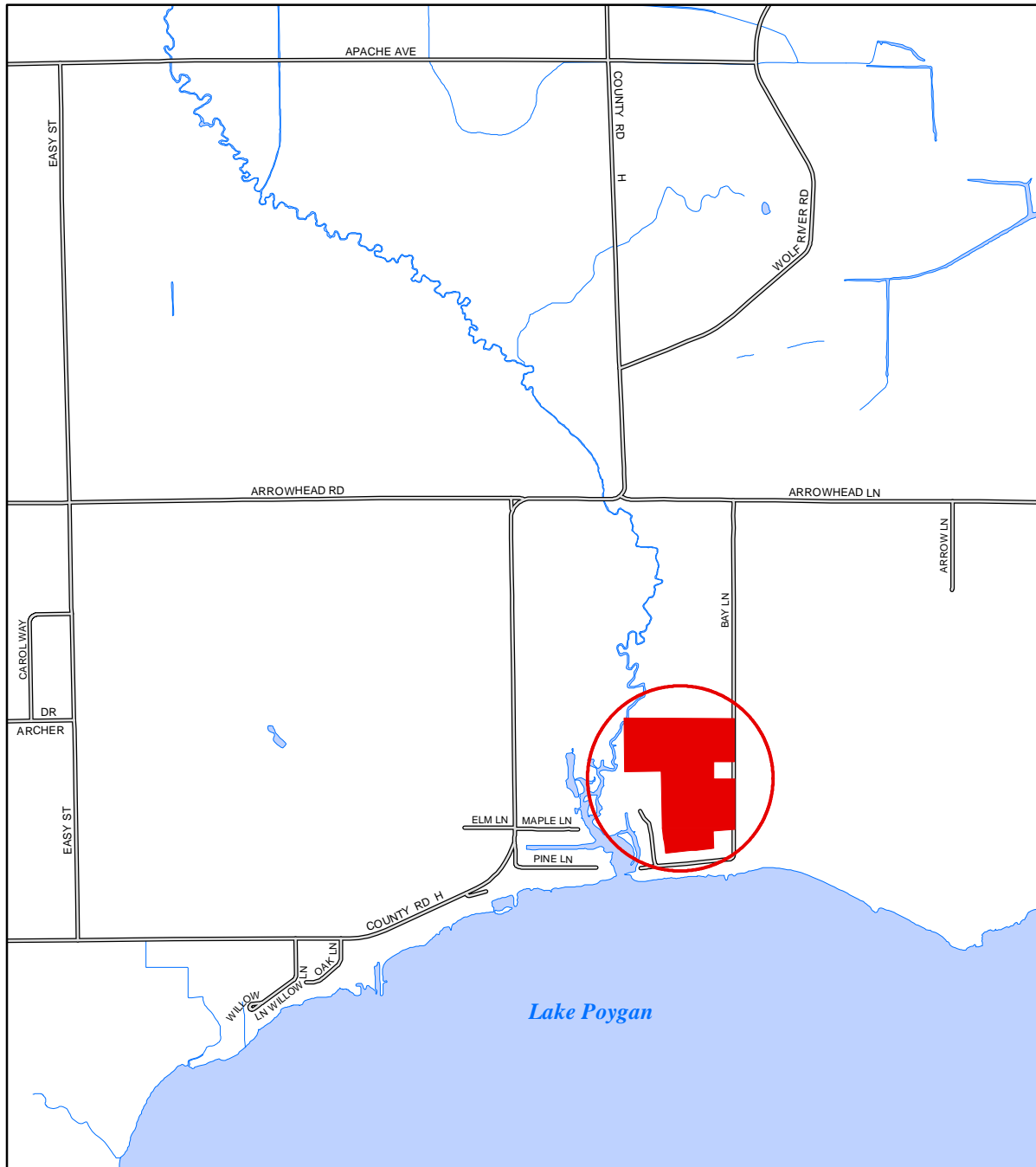
R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

Lake Poygan

○ = SITE



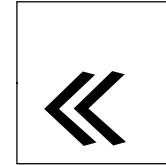
1 inch : 2,000 feet

Application #21-ZC-5870

Date of Hearing:
September 28, 2021

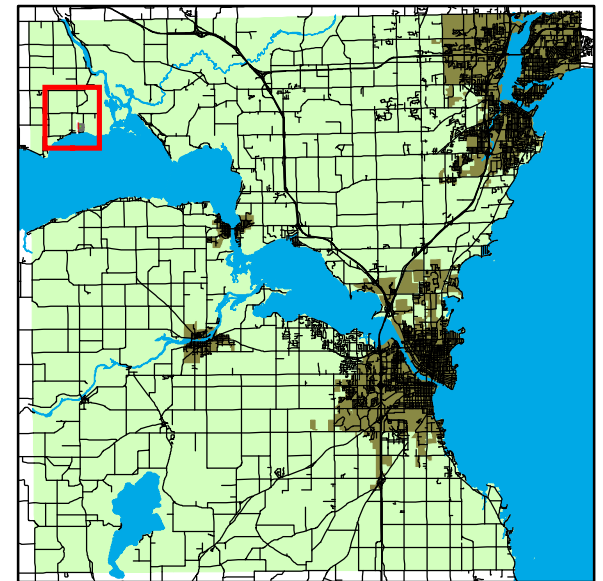
Owner(s):
WENTZEL, ROCH

Subject Parcel(s):
0320609 & 0320610



*Winnebago County
WINGS Project*

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Comprehensive Land Use Plan amendment 21-LUPA-5910 filed with the County Clerk by:

Town of Nepeuskun

WHEREAS, a Public Hearing was held on, 9/28/2021 pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Applicant(s): Town of Nepeuskun

WHEREAS,

Applicant is requesting an amendment to the Winnebago County Comprehensive Future Land Use Plan in order to amend the Farmland Preservation Plan element.

And

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

1. There were no objections.
2. Proposed amendment is to include an amendment to the Farmland Preservation Map in the County's Comprehensive Future Land Use Plan.

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending APPROVAL OR DENIAL. Vote: 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE 10/04/21

The Winnebago County Board of Supervisors do ordain Comprehensive Land Use Plan Amendment # 21-LUPA-5910 as follows:

Applicant is requesting an amendment to the Winnebago County Comprehensive Future Land Use Plan in order to amend the Farmland Preservation Plan element.

Adopted Denied this _____ day of _____, 20

Shiloh Ramos - Chairman

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel
County Executive

Town of Nepeuskun
Winnebago County, Wisconsin

Farmland Preservation Plan





Farmland Preservation Areas

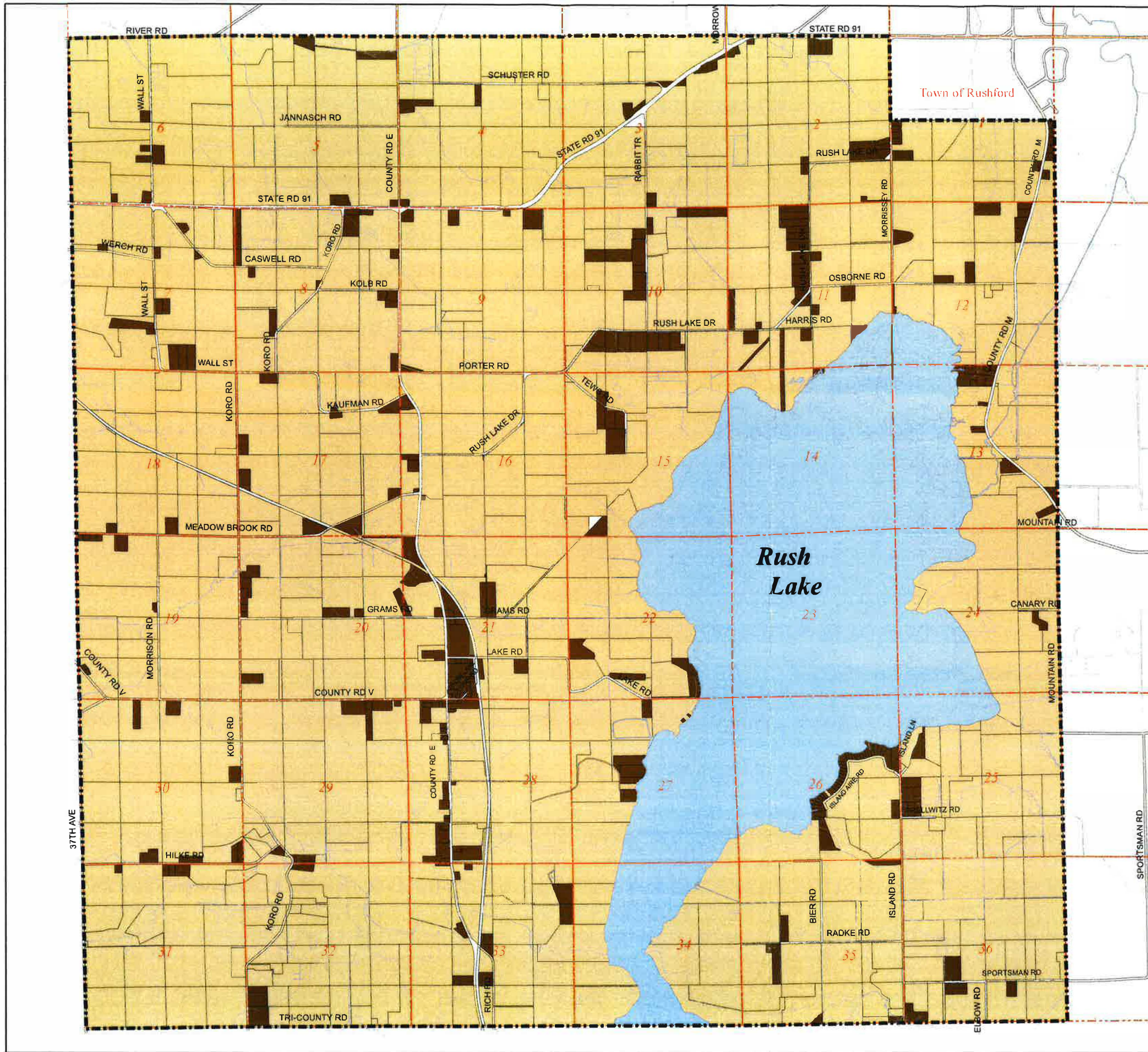
 Areas of Agricultural Use and Agriculture Related Use

Nonagricultural Development Areas

 Areas of Nonagricultural Development

Map Features

-  Parcel Lines
-  Section Lines
-  Waterways
-  Open Water




Approximate Scale



This base map was created by Winnebago County, who expressly disclaims all liability regarding fitness of use of the information. The user is responsible for understanding the accuracy limitations of the data provided herein.

Martenson & Eisele, Inc.


 1377 Midway Road Planning
 Menasha, WI 54952 Environmental
 www.martenson-eisele.com Surveying
 info@martenson-eisele.com Engineering
 920.731.0381 1.800.236.0381 Architecture


Town of Nepeuskun
Winnebago County, Wisconsin

Farmland Preservation Plan







Farmland Preservation Areas

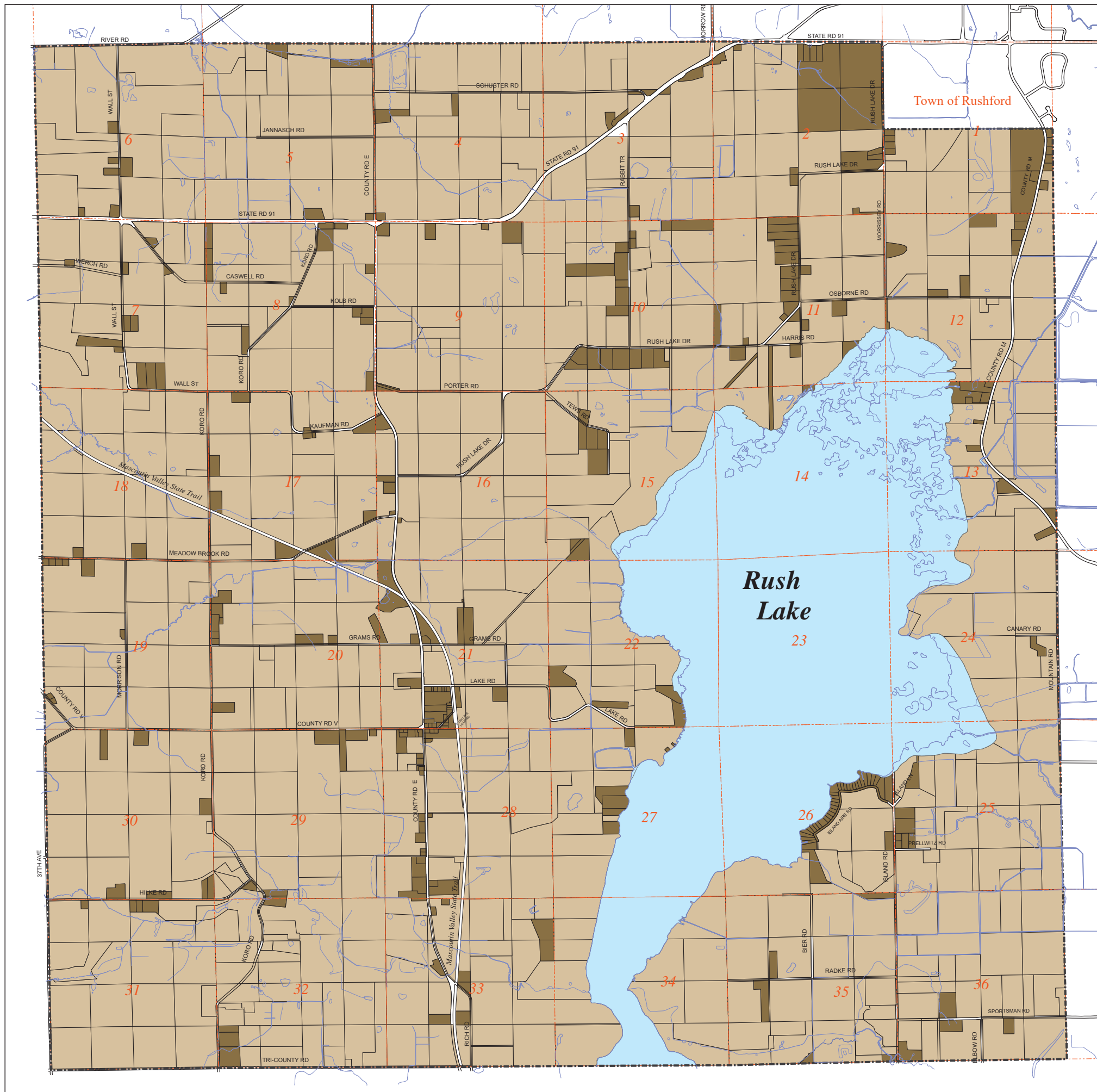
 Areas of Agricultural Use and Agriculture Related Use

Nonagricultural Development Areas

 Areas of Nonagricultural Development

Map Features

-  Municipal Boundary
-  Section Lines
-  Parcel Lines
-  Right of Way Lines
-  Waterways
-  Open Water



Note : In the event of any conflicts between interpretation of the County's Proposed Land Use Plan Map and the County's Farmland Preservation Plan Map, the County's Farmland Preservation Plan Map shall take precedence over other future land use classifications on the Proposed Land Use Map for the purposes of planning for agriculture.



This base map was created by Winnebago County, who expressly disclaims all liability regarding fitness of use of the information. The user is responsible for understanding the accuracy limitations of the data provided herein.

Martenson & Eisele, Inc.

1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381
argis10328002gis.mxd_08/17/2021

Planning
Environmental
Surveying
Engineering
Architecture

DATE: 10/19/21

R E S O L U T I O N

No. 005

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 10/05/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF POYGAN in accordance with the petition of Gregory Jackson and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF POYGAN, be and the same, are amended to provide that the attached described property be changed from the classification of **RR (Rural Residential)** of said ordinance, which it now and heretofore had, to the zoned district of **A2 (General Agricultural)**.

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

County Board Supervisor
(Town of POYGAN)

PARCEL NO: **020-0469-03**; FROM **RR** TO **A2**

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel

County Board Supervisory district **36 - Joas**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF SEPTEMBER 10, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Leonard & Teresa Schmick - Town Zoning Change (Tax ID No: 024-0164-02) – Town of Utica.

The town zoning change for Leonard & Teresa Schmick is consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning change from R-1 (Rural Residential) to RR (Rural Residential Recreational) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, RK₂ 4-0*

2. Gregory Jackson - Town Zoning Change (Tax ID No: 020-0469-03) – Town of Poygan.

The town zoning change for Gregory Jackson is consistent with Winnebago County's Future Land Use Plan. The Town of Poygan approved the zoning change from RR (Rural Residential) to A2 (General Agricultural) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, BJ₂ 4-0*

3. Mary Alice Eisch - Town Zoning Change (Tax ID Nos: 028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-07 and 028-0636-08) – Town of Winchester.

The town zoning change for Mary Alice Eisch is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning

change from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District) and Winnebago County's future land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

4. Michael and Cindy Kronberg - Town Zoning Change (Tax ID No: 028-0661) – Town of Winchester.

The town zoning change for Michael and Cindy Kronberg is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to I-1 (Light Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, RK₂ 4-0*

5. Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC - Town Zoning Change (Tax ID Nos: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03 and 026-0050-01-01) – Town of Vinland.

The town zoning change for Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B2 (Highway Business Park District) and B3 (General Business District) to M2 (Heavy Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

Recommendation of the Town of Poygan Planning and Zoning Commission

From the April 14, 2016 Planning and Zoning meeting:

It is the recommendation of the Town of Poygan Planning and Zoning Commission to the Town Board of the Town of Poygan to approve the new CSM and zoning change to A2 for Gregory Jackson.

The property in question is located at 5013 Rushford Ave, Omro, Wisconsin. Tax parcel number 020-046901 (5.6 acres) currently zoned as RR and part of tax parcel number 020-046902 (6.027 acres) currently zoned A2, being all of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 33, Township 19 North, Range 14 East, Town of Poygan to be changed to A2. This property is located approximately 0.1 mile south of Oak Hill and Rushford Ave. intersection.

Motion by Derrald McDaniel and second by Dave Buech to recommend to the Town Board to approve the CSM and Zoning change.

Roll call vote:

Dave Buech- yes
Derrald McDaniel-yes
Don Bredbeck-yes
John Meyerhofer-yes
Susan Schwartz-yes

Respectfully submitted,

Susan Schwartz
Planning and Zoning Secretary

TOWN OF POYGAN TOWN BOARD MEETING MINUTES April 20, 2016

Officers Present, Chairman Martin Johnson, Supervisor Ron Flegner, Supervisor John Meyerhofer, Clerk Julia Reinert and Treasurer Trina Herbst-Gutche,

Gregory Jackson is requesting approval of a new CSM with zoning change to A-2. The original parcel was zoned RR. Gregory is purchasing more land and is requesting a zoning change to A2. Chairman Johnson read the recommendation submitted by the Planning and Zoning Commission that the CSM and zoning change be approved.

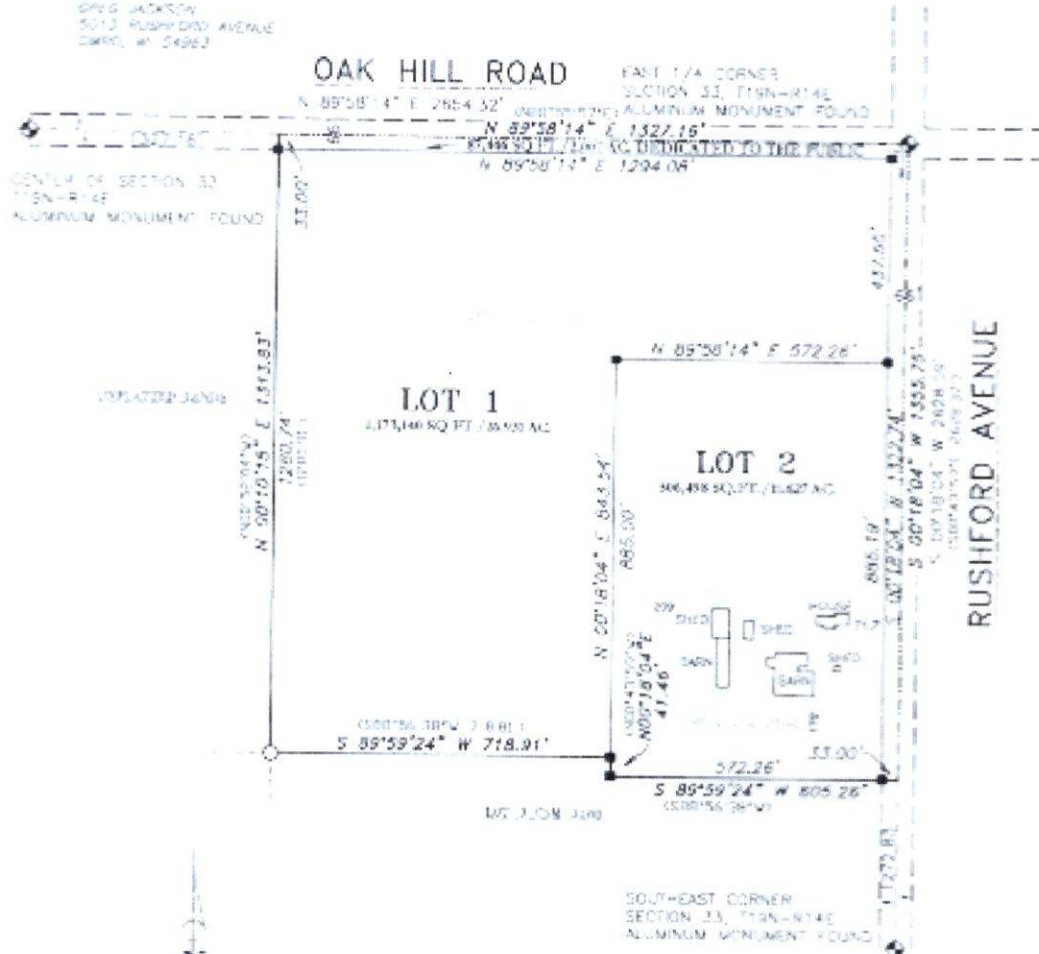
MOTION TO APPROVE THE ZONING CHANGE FROM RR TO A2 ON THE 6.027 ACRES FOR GREGORY JACKSON, MARTIN JOHNSON, 2ND BY JOHN MEYERHOFER, CARRIED.

MOTION TO APPROVE THE CSM, PROJECT NUMBER 0-1170-003 FOR GREGORY JACKSON, MARTIN JOHNSON, 2ND BY JOHN MEYERHOFER, CARRIED.

CERTIFIED SURVEY MAP NO. _____

ALL OF LOT 1 AND LOT 2 OF CERTIFIED SURVEY MAP 3188, BEING ALL OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4, AND PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, ALL IN SECTION 33, TOWNSHIP 19 NORTH, RANGE 14 EAST, TOWN OF POYGAN, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR
DREG JACKSON
5013 RUSHFORD AVENUE
CARO, WI 54602



Martenson & Eisele, Inc.
 Planning
 Environmental
 Surveying
 Engineering
 Architecture

109 West Main Street
 Oros, WI 54903
 www.martenson-eisele.com
 P 920 855 6240 F 920 855 6340

Mark
 Mark H 15, 2016

PROJECT NO. 2015-00167
 FILE #1730000000 5013 R
 The instrument was certified by _____

STATE OF WISCONSIN
BROWN COUNTY

POYGAN TOWN OF

7839 OAK HILL RD
OMRO

WI 549639789

Being duly sworn, doth depose and say that she/he is an authorized representative of the Oshkosh Northwestern, a daily newspaper published in the city of Oshkosh, in Winnebago County, Wisconsin, and that an advertisement of which the annexed is a true copy, taken from said paper, which was published therein on

Account Number: GWM-1056937
Order Number: 0001157849
No. of Affidavits: 1
Total Ad Cost: \$42.26
Published Dates: 03/31/16, 04/07/16

(Signed) *Paul Ambrosio* (Date) 4-7-16
Legal Clerk

Signed and sworn before me

Kristine Feldman

My commission expires 12-7-19



Notice of Public Hearing
Town of Poygan
Notice is hereby given of a public hearing to be held by the Town of Poygan Planning and Zoning Commission on April 14, 2016 at the Poygan Town Hall, 8699 Town Hall Road beginning at 7:00 P.M. to hear testimony on the following requests:
Gregory Jackson is requesting approval of a new CSM with zoning change to A2. The property in question is located at 5013 Rushford Ave, Omro, Wisconsin. Tax parcel number 020-046901 (8.6 acres) currently zoned as RR and part of tax parcel number 020-0469 (8.027 acres) currently zoned A2, being all of the NE 1/4 of the SE 1/4 and part of the SE 1/4 of the SE 1/4 all in Section 33, Township 19 North, Range 14 East, Town of Poygan to be changed to A2. This property is located approximately 0.1 mile south of Oak Hill and Rushford Ave intersection.
All neighboring property owners within 300 feet of the subject location will be notified by mail. Any person may speak at the hearing or present written testimony to the Town Clerk, Julie Roeser (509-585-2095) or Planning and Zoning Secretary (920) 420-2670 prior to the hearing. Susan Schwartz, Planning and Zoning Secretary
March 31 & April 7, 2016 WNA00.P

POYGAN, TOWN OF
Re: Zoning P16-Jackson

**TOWN OF POYGAN
PLANNING AND ZONING**

Poygan Town Hall
8693 Town Hall Road
Thursday, April 14, 2016 @ 7:00 p.m.

1. Call to Order

2. Zoning Meeting for the Public Hearing.

Notice of Public Hearing
Town of Poygan

Notice is hereby given of a public hearing to be held by the Town of Poygan Planning and Zoning Commission on April 14, 2016 at the Poygan Town Hall, 8693 Town Hall Road beginning at 7:00 P.M. to hear testimony on the following requests:

i) Benjamin Giddings is requesting conditional use permit for a home based welding business on a parcel zoned A 2.

The property in question is located at 5605 County Road F, being part of Section 26 Township 19 north, Range 14 east, described as part of the PT NE NW & PT SE NW Described as Lot 2 OF CSM-6950 (10 acres) in the Town of Poygan, Winnebago County, Wisconsin. Tax parcel number 020 029902. The property located approximately 0.2 miles south of County Road D and County Road F intersection in the Town of Poygan.

ii) Gregory Jackson is requesting approval of a new CSM with zoning change to A2.

The property in question is located at 5013 Rushford Ave, Omro, Wisconsin. Tax parcel number 020-046901 (5.6 acres) currently zoned as RR and part of tax parcel number 020-0469 (6.027 acres) currently zoned A2, being all of the NE ¼ of the SE ¼ and part of the SE ¼ of the SE ¼ all in Section 33, Township 19 North, Range 14 East, Town of Poygan to be changed to A2. This property is located approximately 0.1 mile south of Oak Hill and Rushford Ave intersection.

All neighboring property owners within 300 feet of the subject location will be notified by mail. Any person may speak at the hearing or present written testimony to the Town Clerk, Julia Reinert (920) 685-2686 or Planning and Zoning Secretary (920) 420-2670 prior to the hearing.

Susan Schwartz,

Planning and Zoning Secretary

Published March 31st and April 7th, 2016

3. Minutes

Read and approve

4. Discussion of the Public Hearing and recommendation to the Town Board.

- Benjamin Giddings conditional use permit.
- Gregory Jackson CSM and zoning request.

5. Upcoming Meetings:

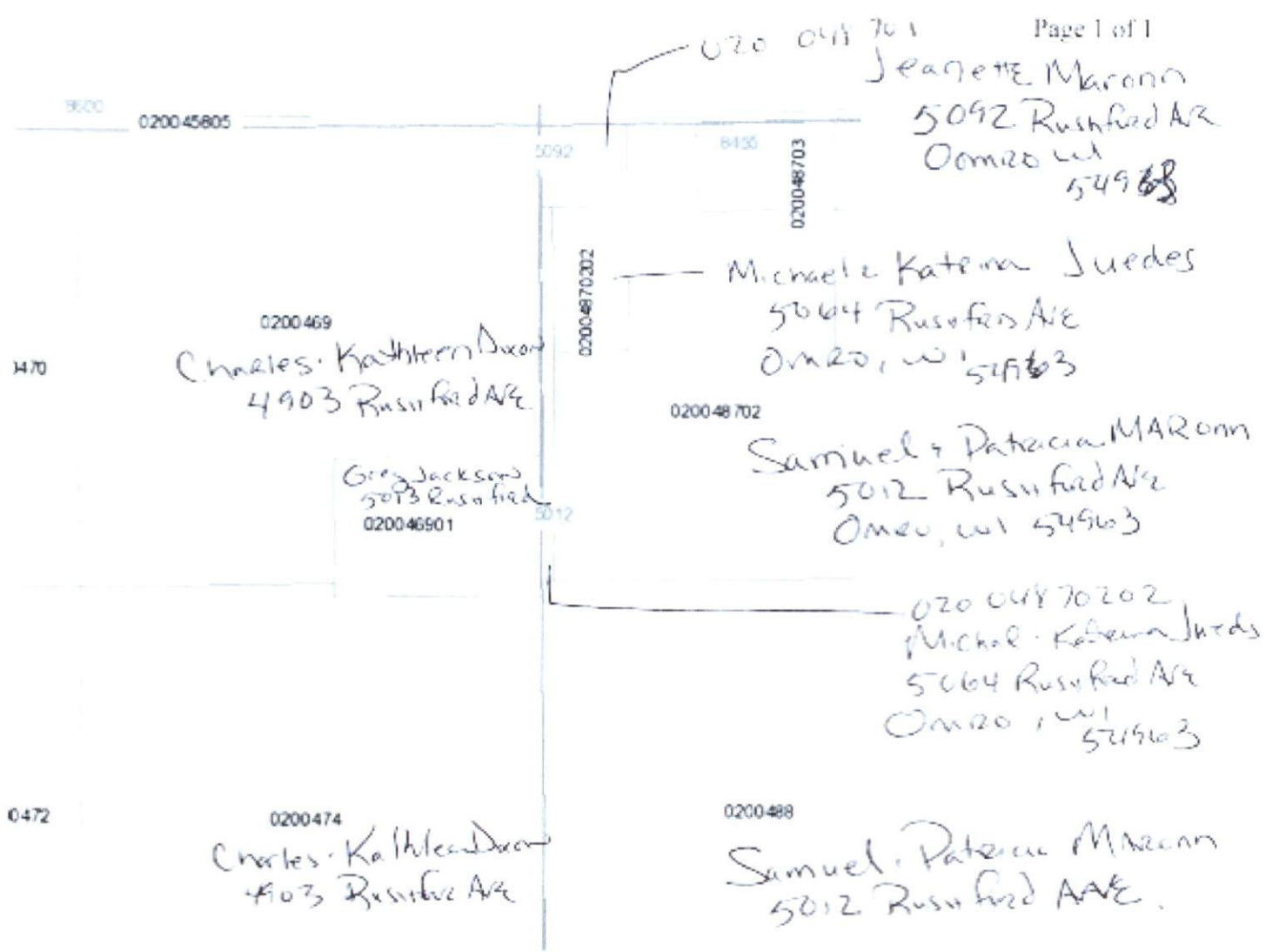
- Poygan Town Board Meeting-April 20, 2016 – 7:00 p.m.

8. Next Meeting

May 12, 2016 - 7:00 p.m.

9. Adjourn

A majority of the Town Board may be present.
Susan Schwartz, Deputy Clerk



DATE: 10/19/21

R E S O L U T I O N

No. 006

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 10/06/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINCHESTER in accordance with the petition of Mary Alice Eisch and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINCHESTER, be and the same, are amended to provide that the attached described property be changed from the classification of **R-1 (Rural Residential District) and R-2 (Suburban Residential District)** of said ordinance, which it now and heretofore had, to the zoned district of **R-2 (Suburban Residential District)**.

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

County Board Supervisor
(Town of WINCHESTER)

PARCEL NO: **028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-08;** FROM **R-1 & R-2** TO **R-2**

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel

County Board Supervisory district **36 - Joas**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF SEPTEMBER 10, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Leonard & Teresa Schmick - Town Zoning Change (Tax ID No: 024-0164-02) – Town of Utica.

The town zoning change for Leonard & Teresa Schmick is consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning change from R-1 (Rural Residential) to RR (Rural Residential Recreational) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, RK₂ 4-0*

2. Gregory Jackson - Town Zoning Change (Tax ID No: 020-0469-03) – Town of Poygan.

The town zoning change for Gregory Jackson is consistent with Winnebago County's Future Land Use Plan. The Town of Poygan approved the zoning change from RR (Rural Residential) to A2 (General Agricultural) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, BJ₂ 4-0*

3. **Mary Alice Eisch - Town Zoning Change (Tax ID Nos: 028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-07 and 028-0636-08) – Town of Winchester.**

The town zoning change for Mary Alice Eisch is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning

change from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District) and Winnebago County's future land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BDz 4-0*

4. Michael and Cindy Kronberg - Town Zoning Change (Tax ID No: 028-0661) – Town of Winchester.

The town zoning change for Michael and Cindy Kronberg is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to I-1 (Light Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, RKz 4-0*

5. Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC - Town Zoning Change (Tax ID Nos: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03 and 026-0050-01-01) – Town of Vinland.

The town zoning change for Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B2 (Highway Business Park District) and B3 (General Business District) to M2 (Heavy Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BDz 4-0*

Town of Winchester

Ordinance 2021-05

Ordinance to Amend the Official Town of Winchester Zoning Ordinance Map

WHEREAS, One or more applications for amendments to the Map of the Town of Winchester Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings, the proposed amendment(s) have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the application(s) for amendment(s) to the Map of the Town of Winchester Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2016 update to the Town's Comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 17.59 of the Town of Winchester Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Winchester is amended as follows:

A. Property Owner: Mary Alice Eisch, Trustee

Legal description of property: The property located at and by 5345 Ann St, Larsen in the Town of Winchester and being specifically described as Tax IDs 028-0957, 028-0636, 028-0636-0201, 028-0636-06, 028-0636-07, and 028-0636-08 all in Section 23, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone the property from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District).

Findings of Fact:

1. The Town of Winchester has an adopted Land Use Plan
2. The Adopted 20-year Future Land Use Map in the Land Use Plan shows the parcels as Single Family Residential and Natural Area
3. R-2 (Suburban Residential District) zoning is consistent with the aforementioned land use districts.
4. Therefore, a zoning change from R-1 and R-2 to R-2 is consistent with the adopted Land Use Plan.
5. The zoning change is compatible with adjacent land uses.

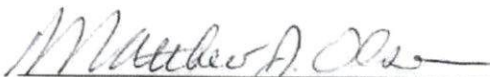
The above described property is hereby rezoned from:

R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District).

Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. The amendment to the Town of Winchester Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 19th, day of July, 2021

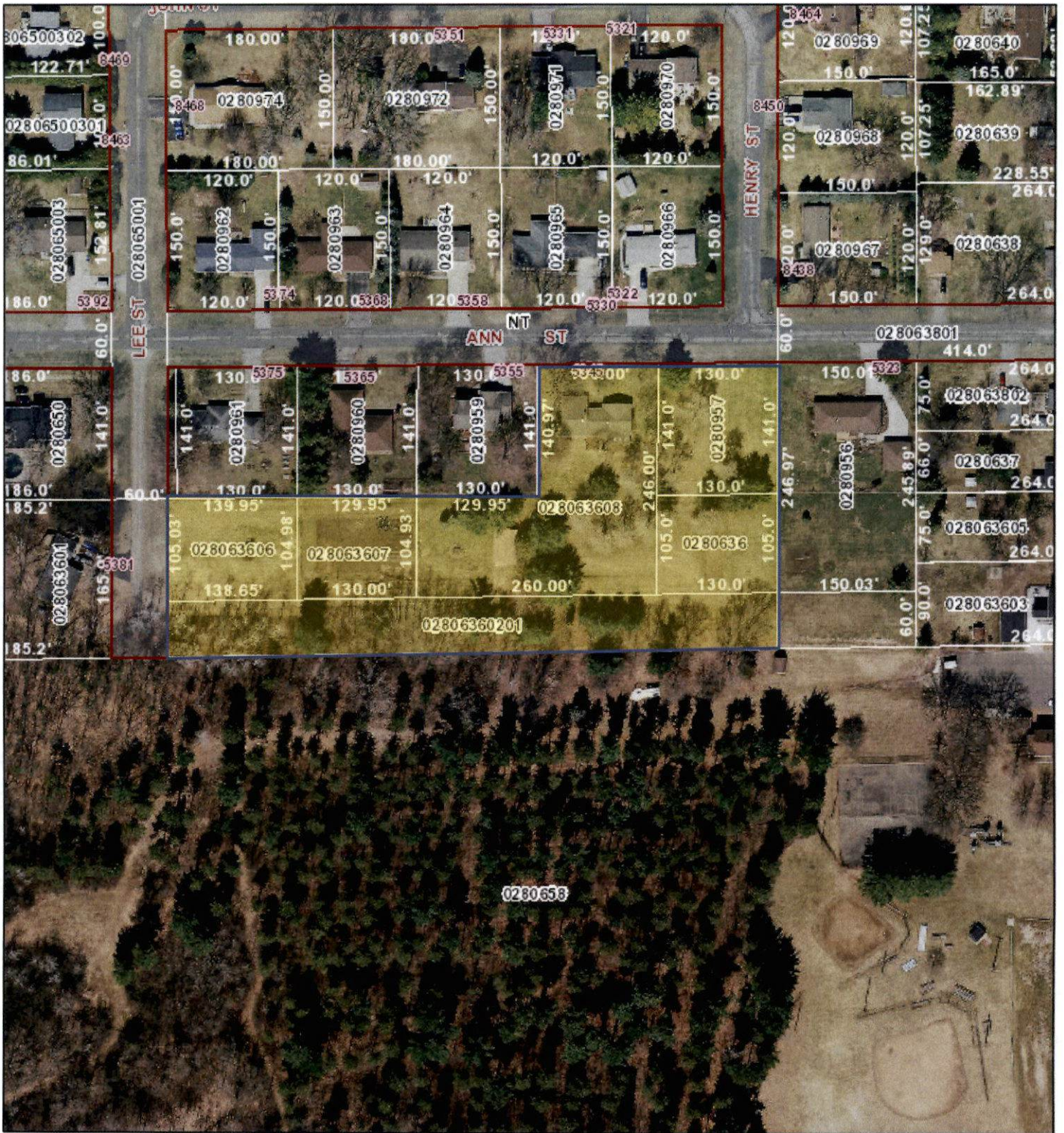
Vote: Yes: 3 No: 0 Absent: 0 Abstain: 0


Matthew J Olson, Chairman

Attest:

Holly Stevens, Clerk

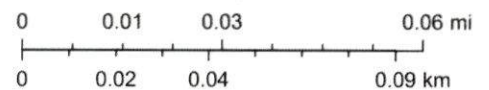
ReZone all to R-2; Parcel boundaries being redefined by CSM



7/22/2021, 10:11:50 AM

1:1,814

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways**
- Navigable - Permanent (unchecked)
- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary



Winnebago County GIS, Imagery Date: April 2020

Town of Winchester

8522 Park Way, Larsen, WI 54947
920.836.2948



July 20, 2021

County Zoning Office
Attn: Cary A. Rowe
112 Otter Avenue
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Dear Mr. Rowe,

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Winchester:

Re-zoning application submitted by Mary Alice Eisch, 5345 Ann St, Larsen in the Town of Winchester and being specifically described as Tax IDs 028-0957, 028-0636, 028-0636-0201, 028-0636-06, 028-0636-07, and 028-0636-08 all in Section 23, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to modify the property boundaries and re-zone the properties from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District).

Should you have any questions relative to this request, please feel free to call or email me.

Sincerely,

A handwritten signature in blue ink, appearing to read "Holly Stevens".

Holly Stevens
Town of Winchester Clerk

CC County Clerk, Sue Ertmer

WINNEBAGO COUNTY CERTIFIED SURVEY MAP NO. _____
All of Lots 2 and 3 of Winchester Hill Top Assessor's Plat, all of Lots 1,2 and 3 of
C.S.M. No. 2707 and a part of the NE.1/4 of the NE.1/4 of Section 23, T.20N., R.15E.,
Town of Winchester, Winnebago County, Wisconsin.

DATED THIS _____ DAY OF _____ 2021

WISCONSIN PROFESSIONAL LAND SURVEYOR S-1599
 LAWRENCE C. KRIESCHER

SURVEY FOR: M.A. EISCH
 5345 ANN STREET
 LARSEN, WI 54947

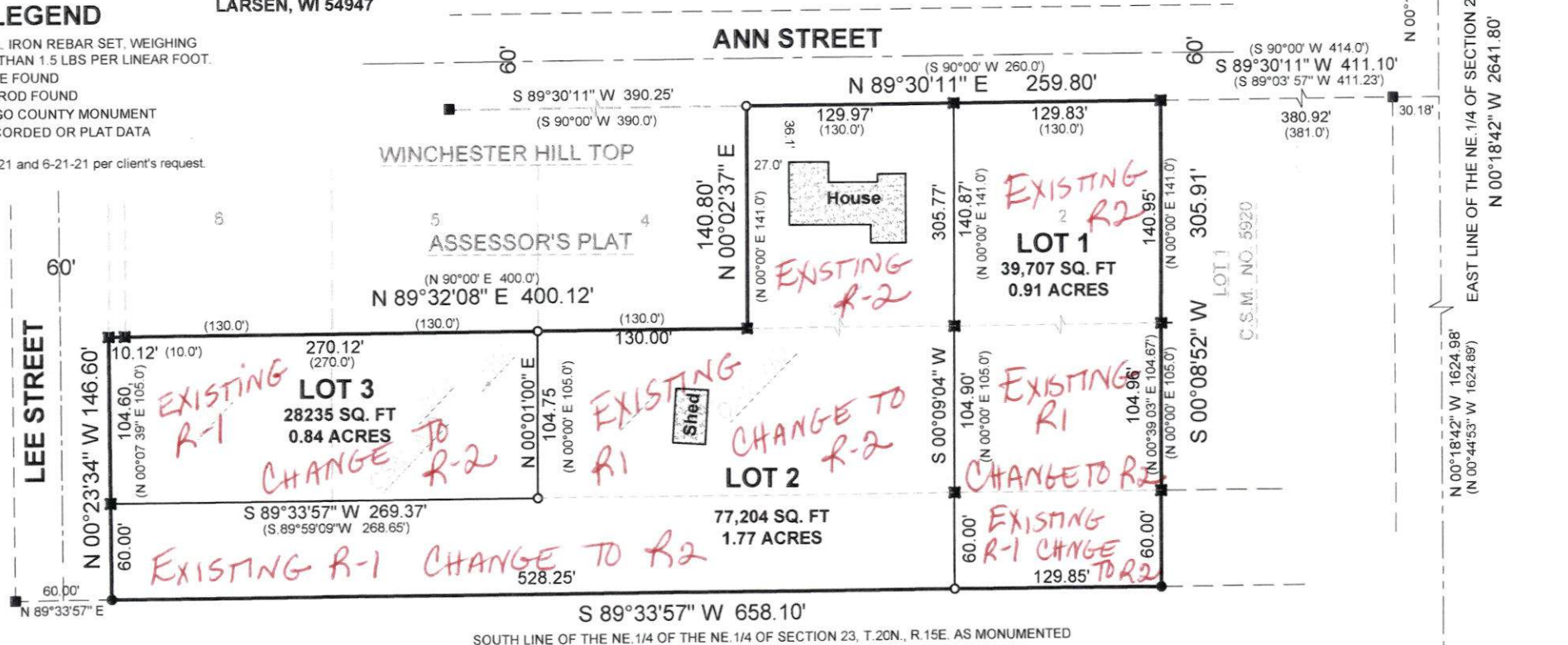
LEGEND

- 1" X 18" DIA. IRON REBAR SET, WEIGHING NOT LESS THAN 1.5 LBS PER LINEAR FOOT.
- 1 IRON PIPE FOUND
- 3/4" IRON ROD FOUND
- ⊕ WINNEBAGO COUNTY MONUMENT (100) RECORDED OR PLAT DATA

Revised 6-6-21 and 6-21-21 per client's request.



ALL BEARINGS REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM



SOUTH LINE OF THE NE. 1/4 OF THE NE. 1/4 OF SECTION 23, T. 20N., R. 15E. AS MONUMENTED

Unplatted Lands

ALL PROPERTY WILL BE ZONED R-2

NE. CORNER OF SECTION 23, T.20N., R.15E SURVEY NAIL FOUND

N 00°18'42" W 1016.82'
 EAST LINE OF THE NE. 1/4 OF SECTION 23, T. 20N., R. 15E
 N 00°18'42" W 2641.80'

E. 1/4 CORNER OF SECTION 23, T. 20N., R. 15E BERNTSEN MONUMENT FOUND

PROJECT NO. 2020-11-02
 FILE NO. M.A. EISCH.DWG
DWG. L-544

BOUNDARY SURVEY & LAND DESIGN

L.C.KRIESCHER AND ASSOCIATES LLC
 5251 GRANDVIEW ROAD
 LARSEN, WI 54947
 920-836-3576

DATE: 10/19/21

R E S O L U T I O N

No. 007

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 10/07/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINCHESTER in accordance with the petition of Michael & Cindy Kronberg and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINCHESTER, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Agricultural District)** of said ordinance, which it now and heretofore had, to the zoned district of **I-1 (Light Industrial District)**.

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

County Board Supervisor
(Town of WINCHESTER)

PARCEL NO: **028-0661**; FROM **A-2** TO **I-1**

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel

County Board Supervisory district **36 - Joas**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF SEPTEMBER 10, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Leonard & Teresa Schmick - Town Zoning Change (Tax ID No: 024-0164-02) – Town of Utica.

The town zoning change for Leonard & Teresa Schmick is consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning change from R-1 (Rural Residential) to RR (Rural Residential Recreational) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, RK₂ 4-0*

2. Gregory Jackson - Town Zoning Change (Tax ID No: 020-0469-03) – Town of Poygan.

The town zoning change for Gregory Jackson is consistent with Winnebago County's Future Land Use Plan. The Town of Poygan approved the zoning change from RR (Rural Residential) to A2 (General Agricultural) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, BJ₂ 4-0*

3. Mary Alice Eisch - Town Zoning Change (Tax ID Nos: 028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-07 and 028-0636-08) – Town of Winchester.

The town zoning change for Mary Alice Eisch is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning

change from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District) and Winnebago County's future land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

4. Michael and Cindy Kronberg - Town Zoning Change (Tax ID No: 028-0661) – Town of Winchester.

The town zoning change for Michael and Cindy Kronberg is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to I-1 (Light Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, RK₂ 4-0*

5. Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC - Town Zoning Change (Tax ID Nos: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03 and 026-0050-01-01) – Town of Vinland.

The town zoning change for Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B2 (Highway Business Park District) and B3 (General Business District) to M2 (Heavy Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

A-2 to I-1 FLU: Nov-185

Town of Winchester

Ordinance 2021-06

Ordinance to Amend the Official Town of Winchester Zoning Ordinance Map

- WHEREAS,** One or more applications for amendments to the Map of the Town of Winchester Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and
- WHEREAS,** following the requisite Notices and Public Hearings, the proposed amendment(s) have been reviewed and recommended to the Town Board by the Town's Plan Commission; and
- WHEREAS,** the application(s) for amendment(s) to the Map of the Town of Winchester Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2016 update to the Town's Comprehensive Plan; and
- WHEREAS,** all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 17.59 of the Town of Winchester Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Winchester is amended as follows:

A. Property Owner: Michael and Cindy Kronberg

Legal description of property: The property located 5651 County Road II, Larsen in the Town of Winchester and being specifically described as part of Tax ID 028-0661 in Section 23, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agricultural District) to I-1 (Light industrial District).

Findings of Fact:

1. The Town of Winchester has an adopted Land Use Plan
2. The Adopted 20-year Future Land Use Map in the Land Use Plan shows the Lot as Highway Commercial
3. I-2 (Light Industrial District) zoning is consistent with the aforementioned land use district.
4. Therefore, a zoning change from A-2 to I-1 is consistent with the adopted Land Use Plan.
5. The zoning change is compatible with adjacent land uses.

The above-described property is hereby rezoned from:

A-2 (General Agricultural District) to I-1 (Light industrial District)

Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. The amendment to the Town of Winchester Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 16th, day of August, 2021

Vote: Yes: 3 No: 0 Absent: 0 Abstain: 0


Matthew J Olson, Chairman

Attest:

Holly Stevens, Clerk

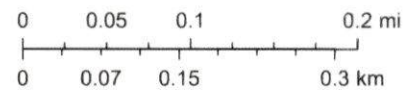
ReZoning: Part of 028-0661 Kronberg



8/19/2021, 2:13:58 PM

1:7,258

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable - Permanent (unchecked)
- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary



Winnebago County GIS, Imagery Date: April 2020

Town of Winchester

8522 Park Way, Larsen, WI 54947
920.836.2948



August 17, 2021

County Zoning Office
Attn: Cary A. Rowe
112 Otter Avenue
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Dear Mr. Rowe,

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Winchester:

Re-zoning application submitted by Michael and Cindy Kronberg, 5651 County Road II, Larsen in the Town of Winchester and being specifically described as Tax IDs 028-0661 in Section 23, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to modify the property boundaries and re-zone Lot 4 of the enclosed CSM from A-2 (General Agricultural District) to I-1 (Light Industrial District).

Should you have any questions relative to this request, please feel free to call or email me.

Sincerely,

A handwritten signature in blue ink that reads "Holly Stevens". The signature is written in a cursive style.

Holly Stevens
Town of Winchester Clerk

CC County Clerk, Sue Ertmer

DATE: 10/19/21

R E S O L U T I O N

No. 008

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 10/08/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF VINLAND in accordance with the petition of Steve Liermann/Nik's Auto Parts Inc and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF VINLAND, be and the same, are amended to provide that the attached described property be changed from the classification of **B2 (Highway Business Park District) AND B3 (General Business District)** of said ordinance, which it now and heretofore had, to the zoned district of **M2 (Heavy Industrial District)**.

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

County Board Supervisor
(Town of VINLAND)

PARCEL NO: **026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03. 026-0050-01-01;** FROM **B2 & B3 TO M2**

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel

County Board Supervisory district **30 - Farrey**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF SEPTEMBER 10, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Leonard & Teresa Schmick - Town Zoning Change (Tax ID No: 024-0164-02) – Town of Utica.

The town zoning change for Leonard & Teresa Schmick is consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning change from R-1 (Rural Residential) to RR (Rural Residential Recreational) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, RK₂ 4-0*

2. Gregory Jackson - Town Zoning Change (Tax ID No: 020-0469-03) – Town of Poygan.

The town zoning change for Gregory Jackson is consistent with Winnebago County's Future Land Use Plan. The Town of Poygan approved the zoning change from RR (Rural Residential) to A2 (General Agricultural) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, BJ₂ 4-0*

3. Mary Alice Eisch - Town Zoning Change (Tax ID Nos: 028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-07 and 028-0636-08) – Town of Winchester.

The town zoning change for Mary Alice Eisch is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning

change from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District) and Winnebago County's future land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

4. Michael and Cindy Kronberg - Town Zoning Change (Tax ID No: 028-0661) – Town of Winchester.

The town zoning change for Michael and Cindy Kronberg is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to I-1 (Light Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, RK₂ 4-0*

5. Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC - Town Zoning Change (Tax ID Nos: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03 and 026-0050-01-01) – Town of Vinland.

The town zoning change for Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B2 (Highway Business Park District) and B3 (General Business District) to M2 (Heavy Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

8-24 B-3 to M-2 FLD: Non Res

TOWN OF VINLAND
6085 COUNTY ROAD T
OSHKOSH, WI. 54904
PHONE: (920) 235-6953 ** FAX: (920) 235-6994

ZONING SUBMITTAL FORM

Name of Property Owner: Steve Liermann/ Nik's Auto Parts Inc/Breezewood Yards LLC

Address of Owner: 3581 Breezewood Lane Neenah, WI 54956

Name of Applicant: Steve Lieermann/ Nik's Auto Parts Inc

Address of Applicant: same as above

Legal Description of Area to be Rezoned: PT E 1/2 NE NW DESC AS LOT 1 and 2 OF CSM-5706, CSM 3366, LOT 1 and 2 OF CSM 2729, CSM; total of approx. 22.83A.

Tax Parcel Numbers: 026005001, 026-005101, 026-005102, 026-005103, 026-0050-01-01

Section 3 Town 19 N. Range 16E.

Existing Zoning: B2 & B3 Name of District: Highway Business Park District, General Business District

Proposed Zoning: M2 Name of District: Heavy Industrial District

Town Board Action: **Approved: XX** Denied:

Findings:

1. Does the Town have an adopted land use plan? Yes
2. Does the request agree with the plan? Yes
3. Other findings (List). **Approved by Town Board vote 3-0**
4. Parcel# 02600500101 was missed in the publication, but **approved for change as well.**

I, Karen Brazee, Clerk/Treasurer of the Town of Vinland, hereby certify that a public hearing was conducted on 8/09/2021 and that all required notices were posted and/or mailed as required by local ordinance.

Signed: Karen Brazee Dated: 8-9-21
Clerk/Treasurer: Karen Brazee

Town of Vinland
General Application Form



APPLICATION TYPE: ZONING CHANGE (\$300.00)
 VARIANCE (\$300.00)
 CONDITIONAL USE PERMIT (\$300.00)
 SWIMMING POOL PERMIT (\$40.00)
 POND PERMIT (\$40.00)
 SIGN PERMIT (\$50.00)
 CSM REVIEW (\$150.00)

SITE PLAN IS REQUIRED

PLEASE PRINT OR TYPE:

PROPERTY OWNER: Steven T. Liermann

MAILING ADDRESS: 3581 Breewood Ln.

CITY: Neenah STATE: WI ZIP CODE: 54956

PHONE: 920 836 2036 FAX: 920 836 2010 DATE: 7-2-21

SIGNATURE: [Signature]

APPLICANT'S NAME: Steven T. Liermann

MAILING ADDRESS: 3581 Breewood Ln.

CITY: Neenah STATE: WI ZIP CODE: 54956

PHONE: 920 836 2036 FAX: 920 836 2010 DATE: 7-2-21

SIGNATURE: [Signature]

ADDRESS OF AFFECTED PROPERTY: 3581 Breewood Ln, Neenah WI 54956

TAX KEY/PARCEL NO. 005001, 00500101, 005101, 005102, 005103
SECTION 3 T19N R16E RANGE: _____

1. ZONING: EXISTING B2 OVERLAY _____ PROPOSED M2

2. SEWER: EXISTING: _____ NEW _____ COUNTY PERMIT# _____

3. EXISTING USE OF PROPERTY: Auto Salvage/Parts Business

FILE
in parcel folder

Town of Vinland
General Application Form

4. PROPOSED USE OF THE PROPERTY: *Auto Salvage Parts Business*

5. ATTACH A COPY OF A DETAILED LEGAL DESCRIPTION OF THE PROPERTY.

PLEASE MAKE ALL CHECKS PAYABLE TO THE TOWN OF VINLAND

PLEASE SEND THE REQUIRED INFORMATION TO:

TOM SPIEROWSKI
6085 County Rd. T
Oshkosh, WI 54904

IF YOU HAVE ANY QUESTIONS, PLEASE CALL TOM AT:
920-428-3361

REMEMBER! ALL APPLICATIONS MUST BE RECEIVED A MINIMUM OF TWENTY-ONE (21) DAYS PRIOR TO MONTHLY TOWN BOARD MEETINGS WHICH ARE HELD THE SECOND MONDAY OF EACH MONTH.

TOWN OF VINLAND
6085 COUNTY ROAD T
OSHKOSH, WI. 54904

PHONE: (920) 235-6953 ** FAX: (920) 235-6994

NOTICE OF PUBLIC HEARING

The Town of Vinland, Winnebago County, WI. Plan Commission & Town Board will hold the following Public Hearings at the Vinland Town Hall.

DATES/TIMES: August 2, 2021 @ 6:30 PM.--PLAN COMMISSION
August 9, 2021 @ 6:45 PM.-- TOWN BOARD

SUBJECT: CONDITIONAL USE PERMIT (CUP) APPLICATION/ ZONING CHANGE.

DESCRIPTION OF SUBJECT SITES: Four Parcels totaling 7.63 Acres, Zoned B-2 and B-3 .

PROPERTY OWNER: Niks Auto Parts Inc
3581 Breezewood Ln
Neenah WI 54956

APPLICANT: Steve Liermann 3581 Breezewood Ln Neenah WI 54956

EXISTING ZONING: B-2, B-3 A-2.

PROPOSED ZONING: M-2

LOCATION OF PREMISES AFFECTED: 3581 Breezewood Ln.

LEGAL DESCRIPTION: PART OF SECTION 19, TOWN 19N. RANGE16E., TOWN OF VINLAND, WINNEBAGO COUNTY, WI.

TAX PARCEL NOS: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03

EXPLANATION: APPLICANT IS APPLYING FOR A CONDITIONAL USE PERMIT FOR AN AUTO SALVAGE YARD/RECYCLING CENTER

ORDINANCE & SECTION AFFECTED: CHAPTER 410, TOWN OF VINLAND ZONING CODE, ARTICLE IV, CONDITIONAL USES.

All interested persons wishing to be heard are invited to be present.
Tom Spierowski, Zoning Administrator, Town of Vinland.

PUBLIC HEARING MINUTES
Monday, August 9, 2021 @ 6:45 PM

The public hearing for the zoning change for Nik's Auto Parts Inc/Breezewood Yard LLC/tax# 026-0050-01, 026-0051-01, 026-0051-02 and 026-0051-03.

ZA Spierowski noted that the multiple parcels had different zoning, and this change would match the correct zoning for the business. ZA Spierowski will check with Winnebago County Planning and Zoning to see if they will allow an administrative decision to add the missed parcel of 026-005001-01 will allow the parcels to all match the correct zoning. 2nd and 3rd notice for any input was put forth without input. **Motion made by Devens to close public hearing/seconded by Frakes.**

Town Board Meeting of August 9, 2021 Minutes

The Vinland Town Board held its monthly meeting in the Vinland Town Hall, 6085 County Road T Oshkosh, WI 54904. Present were Supervisors Todd Devens & Stacy Frakes, Clerk/Treasurer Karen Brazee, Building Inspector Tom Spierowski and 13 others. Chairman Don O'Connell was in attendance by phone.

Clerk/Treasurer Brazee called the meeting to order asking for a motion to appoint Stacy Frakes as pro tem of the meeting. Motion made by Devens/seconded by O'Connell.

Supervisor Frakes began by asking all present to join in the pledge of allegiance.

Approval of Minutes:

1. Town Board Meeting minutes of 7/12/21; **O'Connell/Devens, accepted as submitted.**
2. Special Town Board Mtg minutes of 7/23/21; **O'Connell/Devens, accepted as submitted.**

County Supervisor Report: County Supervisor Chuck Farrey extended a belated thank you to everyone for the retirement party and all the well wishes, cards and gifts.

He then asked the Town Board to support his concern on a committee looking to reduce the number of County Supervisors from 38 to 26. Rural areas need the support. He request the Board send a letter or adopt a resolution noting the concern regarding the number reduction.

County Executive Doemel is looking for options to utilize the \$30 million in surplus while trying to avoid affecting tax levy limits. Co Supervisor Farrey did get support from other County Supervisors to diminish the County debt.

Public Input:

1. Greater Oshkosh just got approval from the USDA for revolving loan fund to be available to companies outside of the City of Oshkosh city limits.

Zoning:

1. Zoning change for Nik's Auto Parts Inc/Breezewood Yards LLC parcels noted above:
Per ZA Spierowski- looking to update the zoning of the multiple parcels to coincide with the business use. **Motion to approve zoning change to M2 made by Devens/seconded by O'Connell. Motion carried.**

2. CUP application for Nik's Auto Salvage/Breezewood Yard LLC: ZA Spierowski noted that the Vinland Town Board would like CUP for every salvage yard. He's received no complaints on Nik's Auto Salvage/Breezewood Yard LLC. **Motion made by Devens to approve CUP with following conditions/seconded by O'Connell.**

1. **Maintain fence**
2. **Continue normal business hours (Monday thru Friday from 8am to 5pm)**
3. **Provide results of a well test**
4. **Provide copy of DNR permit for salvage**
5. **Obtain annual salvage permit from the Town of Vinland.**

Motion carried.

Clerk/Treasurer Brazee noted the total of all bank accounts as \$357,321.26 with outstanding checks totaling \$30,967.66 and the total of receipts for the month of July equaling \$61,187.58.

Discussion/Action Items:

1. Approve financial report, vouchers, payroll and banking transactions: **Motion to approve by Devens/seconded by O'Connell. Motion carried.**
2. Board of Appeals: **Motion made by Devens to reappoint Matt Kirkman as Chairman and Jerry Maxwell as an alternate/seconded by O'Connell. Motion carried.**
3. Operator's license for Jocelyn Harvell: **Motion made by O'Connell to approve based on knowing that Angie Dorton is aware of Jocelyn's background record/seconded by Devens. Motion carried.**
4. Operator's license for Jennifer Kealiher: **Motion to approve made by Devens/seconded by O'Connell. Motion carried.**
5. Salvage permit for Nik's Auto Parts Inc: **Motion to approve made by Devens/seconded by Frakes. Motion carried.**
6. Site plan review for Chris Thorpe/mini storage units/parcel# 026-058303: Stormwater Erosion permit is pending with Winnebago County. Mr. Thorpe does not expect any drastic changes to the site plan. ZA Spierowski indicated that he will not be able to issue a building permit until the Stormwater Erosion permit is obtained, so he did not see any reason to hold up the site plan because of the County permit. **Motion by Frakes to approve site plan with condition that Mr. Thorpe acquires the Winnebago County Stormwater Erosion permit and proceeds with current site plan. Any major changes on site plan will need a new site plan review by the Town Board/seconded by Devens. Motion carried.**
7. Site plan review for WI Superior Painting & Coating/ parcel# 026-050205: Owners are currently working with the County and have an addition planned for 2021 to add an enclosed blasting booth. They are in the process of obtaining the Stormwater/Erosion permit from Winnebago County also. Chairman O'Connell asked if they have been in contact with the DNR. Owners advised that due to the size of their company/business- the DNR are not required to be involved, but will confirm. **Motion made by Devens to approve site plan with condition that property owners acquire the Winnebago County Stormwater Erosion permit and proceeds with current site plan. Any major changes on site plan will need a new site plan review by the Town Board/seconded by Frakes. Motion carried.**

8. Letter regarding the number of Winnebago County Supervisors: Supervisor Frakes read the letter drafted by Chairman O'Connell. **Motion made by Frakes to approve/send letter/seconded by Devens. Motion carried.** County Supervisor Farrey advised to have letter sent to the County Clerk to distribute to all Winnebago County Supervisors.

Sharing of correspondence:

1. Chairman O'Connell gave brief synopsis of his meeting w/ County Executive Doemel. Doemel would like to continue quarterly meetings with Town Chairpersons. Chairman O'Connell requested for anyone to reach out to him if there's anything that they would like addressed at the next meeting.
2. MS4: (Municipal Stormwater Management). Chairman O'Connell gave input to attendees on how the Town will need to resubmit their MS4 plan for 2021 to be in compliance. 3 major areas are needing to be addressed (public education, outreach and illicit discharge monitoring). Will plan on addressing MS4 concerns at future town board meetings more extensively.

Motion to adjourn made by Devens/seconded by O'Connell.

Meeting adjourned at 7:45pm

Respectfully submitted,











Karen Brazee
Clerk/Treasurer

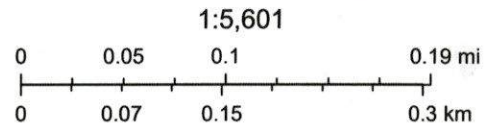
Don O'Connell, Chairman

Site Map



8/16/2021, 8:15:51 AM

- | | |
|--|--|
|  Adjacent Counties |  Navigable - Permanent (checked) |
|  Lakes, Ponds and Rivers |  Navigable - Intermittent (checked) |
| Navigable Waterways | |
|  Navigable - Permanent (unchecked) |  Tax Parcel Boundary |
|  Navigable - Intermittent (unchecked) |  Road ROW |
|  Navigable - Stream (unchecked) |  Municipal Boundary |













Winnebago County GIS, Imagery Date: April 2020

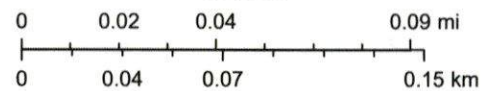
Site Map



8/16/2021, 8:15:03 AM

1:2,801

- | | |
|--|--|
|  Adjacent Counties |  Navigable - Permanent (checked) |
|  Lakes, Ponds and Rivers |  Navigable - Intermittent (checked) |
| Navigable Waterways | |
|  Navigable - Permanent (unchecked) |  Tax Parcel Boundary |
|  Navigable - Intermittent (unchecked) |  Road ROW |
|  Navigable - Stream (unchecked) |  Municipal Boundary |



Winnebago County GIS, Imagery Date: April 2020

To print, click the disk icon below -> then PDF

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Parcel Profile Report for 02600500101

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on THURSDAY, JULY 15, 2021

[More Details](#)

Mailing Address:

BREEZEWOOD YARD LLC
3581 BREEZEWOOD LN
NEENAH WI 54956

Owner(s):

BREEZEWOOD YARD LLC

Tax Parcel Number:

02600500101

Tax District:

026-TOWN OF VINLAND

Acres:

15.20

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$2,400

Improvements:

\$0

Total:

\$2,400

Brief Property Description (for a complete legal description, see recorded document):

PT E1/2 NE NW DESC AS LOT 2 OF CSM-5706 15.20 A.

Document Number:

1352984

Site Address(es):

NO SITE ADDRESS ASSIGNED

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

Description:

Jurisdiction:

A-2

GENERAL FARMING DISTRICT

TOWN OF VINLAND

[Interactive Map](#)

A-2

GENERAL AGRICULTURE DISTRICT

WINNEBAGO COUNTY

[Interactive Map](#)

Extraterritorial:

CITY OF NEENAH

Shoreland:

ALL OR A PORTION OF THIS PROPERTY IS LOCATED IN THE SHORELAND AREA

[Interactive Map](#)

Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification:

NON-NAVIGABLE - PERMANENT (CHECKED)

Source:

WI DNR DETERMINATION

Type:

UNKNOWN

Surface Water Drainage Dist:

NONE

Airport Zoning and Height Limitation Information

Airport:

NONE

District(s):

-

Elevation Range:

820 - 828

Height Limitation(s):

NONE

Building Height:

County Floodplain and FEMA Special Flood Hazard Area (SFHA) Information

[Interactive Map](#)

County District:

NONE

SFHA Zone:

ZONE X

SFHA Zone Type:

OUTSIDE FLOODPLAIN

FIRM Panel:

55139C0100E

Map Effective Date:

MARCH 17, 2003

Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description:

Source:

To print, click the disk icon below -> then PDF



Parcel Profile Report for 026005103

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on THURSDAY, JULY 15, 2021

[More Details](#)

Mailing Address:

**BREEZEWOOD YARD LLC
3581 BREEZEWOOD LN
NEENAH WI 54956**

Owner(s):

BREEZEWOOD YARD LLC

Tax Parcel Number:

026005103

Tax District:

026-TOWN OF VINLAND

Acres:

3.73

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$48,000

Improvements:

\$348,100

Total:

\$396,100

Brief Property Description (for a complete legal description, see recorded document):

PT NE NW DESC AS LOT 1 OF CSM-3366 3.73 A.

Document Number:

1225011

Site Address(es):

3581 BREEZEWOOD LN

NEENAH WI 54956

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

B-3

Description:

GENERAL BUSINESS DISTRICT

Jurisdiction:

TOWN OF VINLAND

[Interactive Map](#)

Extraterritorial:

CITY OF NEENAH

Shoreland:

NONE

[Interactive Map](#)

Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification:

NONE

Source:

Type:

Surface Water Drainage Dist:

NONE

Airport Zoning and Height Limitation Information

Airport:

NONE

District(s):

Elevation Range:

826 - 830

Height Limitation(s):

NONE

Building Height:

County Floodplain and FEMA Special Flood Harazard Area (SFHA) Information

[Interactive Map](#)

County District:

NONE

SFHA Zone:

ZONE X

SFHA Zone Type:

OUTSIDE FLOODPLAIN

FIRM Panel:

55139C0100E

Map Effective Date:

MARCH 17, 2003

Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description:

NONE

Source:

Future Land Use Planning Information

To print, click the disk icon below -> then PDF

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Parcel Profile Report for 026005102

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on THURSDAY, JULY 15, 2021

[More Details](#)

Mailing Address:

**BREEZEWOOD YARD LLC
3581 BREEZEWOOD LN
NEENAH WI 54956**

Owner(s):

BREEZEWOOD YARD LLC

Tax Parcel Number:

026005102

Tax District:

026-TOWN OF VINLAND

Acres:

0.30

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$3,900

Improvements:

\$0

Total:

\$3,900

Brief Property Description (for a complete legal description, see recorded document):

PT NW1/4 DESC AS LOT 1 OF CSM-2729 .30 A.

Document Number:

1225011

Site Address(es):

NO SITE ADDRESS ASSIGNED

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

NW 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

Description:

Jurisdiction:

B-2

**HIGHWAY BUSINESS PARK
DISTRICT**

TOWN OF VINLAND

[Interactive Map](#)

Extraterritorial:

Shoreland:

CITY OF NEENAH

NONE

[Interactive Map](#)

Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification:

Source:

Type:

Surface Water Drainage Dist:

NONE

NONE

Airport Zoning and Height Limitation Information

Airport:

District(s):

Elevation Range:

Height Limitation(s):

Building Height:

NONE

830 - 830

NONE

County Floodplain and FEMA Special Flood Hazard Area (SFHA) Information

[Interactive Map](#)

County District:

SFHA Zone:

SFHA Zone Type:

FIRM Panel:

Map Effective Date:

NONE

ZONE X

OUTSIDE FLOODPLAIN

55139C0100E

MARCH 17, 2003

Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description:

Source:

NONE

To print, click the disk icon below -> then PDF

1 of 1

Find | Next



Parcel Profile Report for 026005101

Real Estate Property & Tax Information

[Interactive Map](#)

This tax information was compiled on THURSDAY, JULY 15, 2021

[More Details](#)

Mailing Address:

**BREEZEWOOD YARD LLC
3581 BREEZEWOOD LN
NEENAH WI 54956**

Owner(s):

BREEZEWOOD YARD LLC

Tax Parcel Number:

026005101

Tax District:

026-TOWN OF VINLAND

Acres:

1.34

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$17,400

Improvements:

\$0

Total:

\$17,400

Brief Property Description (for a complete legal description, see recorded document):

**PT NE NW COM CL RD AT PT S25DG4W 142.7 FT FR N SL SW ON RD 220.8 FT W 173.6 FT N
200 FT E 267.1 FT TO BEG NOW DESC AS LOT 2 OF CSM-2729 1.34 A.**

Document Number:

1225011

Site Address(es):

3583 BREEZEWOOD LN

NEENAH WI 54956

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NE 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

NW 1/4, NW 1/4 of Section 3, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

Description:

Jurisdiction:

B-2

**HIGHWAY BUSINESS PARK
DISTRICT**

TOWN OF VINLAND

[Interactive Map](#)

Extraterritorial:

CITY OF NEENAH

Shoreland:

NONE

[Interactive Map](#)

Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification:

NONE

Source:

Type:

Surface Water Drainage Dist:

NONE

Airport Zoning and Height Limitation Information

Airport:

NONE

District(s):

Elevation Range:

828 - 830

Height Limitation(s):

NONE

Building Height:

County Floodplain and FEMA Special Flood Hazard Area (SFHA) Information

[Interactive Map](#)

County District:

NONE

SFHA Zone:

ZONE X

SFHA Zone Type:

OUTSIDE FLOODPLAIN

FIRM Panel:

55139C0100E

Map Effective Date:

MARCH 17, 2003

Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description:

Source:

DATE: 10/19/20

R E S O L U T I O N

No. 009

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 10/09/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF UTICA in accordance with the petition of Leonard & Teresa Schmick and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF UTICA, be and the same, are amended to provide that the attached described property be changed from the classification of **R-1 (Rural Residential)** of said ordinance, which it now and heretofore had, to the zoned district of **RR (Rural Residential Recreational)**.

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

County Board Supervisor
(Town of Utica)

PARCEL NO: **024-0164-02**; FROM **R-1** TO **RR**

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2021.

Jon Doemel

County Board Supervisory district **33 - Egan**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF SEPTEMBER 10, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Leonard & Teresa Schmick - Town Zoning Change (Tax ID No: 024-0164-02) – Town of Utica.

The town zoning change for Leonard & Teresa Schmick is consistent with Winnebago County's Future Land Use Plan. The Town of Utica approved the zoning change from R-1 (Rural Residential) to RR (Rural Residential Recreational) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, RK₂ 4-0*

2. Gregory Jackson - Town Zoning Change (Tax ID No: 020-0469-03) – Town of Poygan.

The town zoning change for Gregory Jackson is consistent with Winnebago County's Future Land Use Plan. The Town of Poygan approved the zoning change from RR (Rural Residential) to A2 (General Agricultural) and Winnebago County's future land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BD, BJ₂ 4-0*

3. Mary Alice Eisch - Town Zoning Change (Tax ID Nos: 028-0957, 028-0636, 028-0636-02-01, 028-0636-06, 028-0636-07 and 028-0636-08) – Town of Winchester.

The town zoning change for Mary Alice Eisch is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning

change from R-1 (Rural Residential District) and R-2 (Suburban Residential District) to R-2 (Suburban Residential District) and Winnebago County's future land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

4. Michael and Cindy Kronberg - Town Zoning Change (Tax ID No: 028-0661) – Town of Winchester.

The town zoning change for Michael and Cindy Kronberg is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to I-1 (Light Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, RK₂ 4-0*

5. Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC - Town Zoning Change (Tax ID Nos: 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03 and 026-0050-01-01) – Town of Vinland.

The town zoning change for Steve Liermann / Nik's Auto Parts Inc / Breezewood Yards LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change from B2 (Highway Business Park District) and B3 (General Business District) to M2 (Heavy Industrial District) and Winnebago County's future land use plan shows future land use as Non-Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. *BJ, BD₂ 4-0*

Town of Utica ~ Jenny Sonnleitner, Clerk
6570 Bradley Ave. Pickett, WI 54964 ~ 920-410-0347 ~ utica1730@gmail.com

SUBMITTAL FORM

Name of Property Owner: Leonard & Teresa Schmick / Kevin & Cindy Fritz

Address of Owner: 5669 Angle Road Pickett, WI 54964 / 5981 Fisk Ave. Oshkosh, WI 54904

Name of Applicant: Leonard & Teresa Schmick

Address of Applicant: 5669 Angle Road Pickett, WI 54964

Legal Description of Area to be Rezoned (attach CSM, if applicable):

PT E1/2 SE1/4 DESC AS LOT 1 OF CSM-6521 5.01 A.

Property address: 1790 Elo Road Pickett, WI 54964

Tax Parcel Number, if existing parcel: 024-0164-02

Section 9 Town 17N Range R15E

Existing Zoning: R1 Name of District: Rural Residential

Proposed Zoning: RR Name of District: Rural Residential Recreational

Town Board Action: Approval Denial

Findings: 1) Does the Town have an adopted Land Use Plan? Yes
2) Does the request agree with the Plan? Yes
3) Other findings (List). approved by Town Board vote:

Approved by the Town Board vote 3-0

I, Jenny Sonnleitner, Clerk of the Town of Utica, hereby certify that a public hearing was conducted on March 3, 2011 and that all required notices were posted and/or mailed as required by local ordinance.

Signed: Jenny Sonnleitner

Date: 1/22/2015

**LISTING OF PARCELS SURROUNDING SUBJECT PARCEL FOR
REZONING CHANGE**

Subject Parcel: 024-0164-02 / 024-0164 & 024-0160

Owner: Leonard & Teresa Schmick / Kevin & Cindy Fritz

Applicant: Leonard & Teresa Schmick

OWNER 1	MAILING ADDRESS	CITY/STATE/ZIP
Kevin & Cindy Fritz	5981 Fisk Ave.	Oshkosh, WI 54904
Ralph & Joan Hunter	1789 Elo Road	Pickett, WI 54964
Ralph Hunter	1785 Elo Road	Pickett, WI 54964
Wayne Coe	6185 Fisk Ave.	Oshkosh, WI 54904
Brian & Wendy Fisher	2360 Elo Road	Pickett, WI 54964

Town of Utica Public Hearing

Teresa and Leonard Schmick, owners/applicants, are requesting a zoning change for Tax Parcel #024-0164-02 (2.34 acres) located at 1790 Elo Road, Pickett, WI 54964 from Rural Residential to Rural Recreational and Residential Mixed Use. They are also requesting that approximately 2.76 acres owned by Kevin and Cindy Fritz be divided from a larger parcel and the zoning be changed from A-1 to Rural Recreational and Residential Mixed Use. A Conditional Use Permit for a horse and other small animals has also been requested.

The hearing will be held on Thursday, March 3, 2011, at 7:30 p.m. at the Utica Town Hall, 1730 County Road FF, Oshkosh, WI 54904. Public testimony will be taken at the time of the hearing. All written testimony must be received prior to the hearing and can be sent to Thomas Thiel, 1209 County Road M, Pickett, WI 54964.

Shirley Gallert, Plan Commission Secretary

Town of Utica

Plan Commission

Town of Utica Plan Commission Meeting Agenda

The Town of Utica Plan Commission will hold a meeting on Thursday, March 3, 2011 at 7:30 p.m. at the Utica Town Hall, 1730 County Road FF, Oshkosh, WI 54904. Town Board members may also be present.

1. Call the meeting to order.
2. Take roll call.
3. Approve minutes from the meeting held on January 6, 2011.
4. Read the Agenda.
5. Hold a Public Hearing for a request for a Commercial Conditional Use Permit from the United Cooperative, N 7160 Raceway Rd., Beaver Dam, WI 53916 for temporary grain storage on approximately 1.37 acres of a 13 acre site in Pickett, WI 54964. The 1.37 acres is located on the North side of the WSOR railroad tracks by the United Cooperative's Agronomy Center at 6664 State Road 44, Pickett, WI 54964. An asphalt pad has been placed on the site and no structures will be built. The site is shown as Lot 2 on CSM 6004 and is in Section 29, T17N, R15E in the Town of Utica, Winnebago County, Wisconsin, Tax Parcel #024-062801. Action will be taken by the Plan Commission following the Public Hearing.
6. Hold a Public Hearing for a request from Teresa and Leonard Schmick, owners/applicants, for a zoning change for Tax Parcel #024-0164-02 (2.34 acres) located at 1790 Elo Rd., Pickett, WI 54964 from Rural Residential to Rural Recreational and Residential Mixed Use. They are also requesting that approximately 2.76 acres owned by Kevin and Cindy Fritz be divided from a larger parcel and the zoning be changed from A-1 to Rural Recreational and Residential Mixed Use. The 2.34 acre parcel and the new parcel would be combined to make a new 5+ acre parcel zoned Rural Recreational and Residential Mixed Use. A Conditional Use Permit for a horse and other small animals has also been requested. The parcels are located in Section 9, T17N, R15E, Town of Utica, Winnebago County, Wisconsin. The Plan Commission will act on the request following the Public Hearing.
7. Consider the changes to the Land Use Plan discussed at the Workshop on February 3, 2011 on the south end of County Road FF and around the Town Hall.
8. Plan Commission will further take into consideration the Radloff and Bargenquast changes to the Land Use Plan that were also discussed at the February Workshop.
9. Entertain requests for Informal Opinions.
10. Move to Adjourn.

For further information concerning this notice, please contact:
Thomas Thiel-(920)-589-3005 or Shirley Gallert-(920)-589-3454

Posted: February 16, 2011

TOWN OF UTICA
REZONING APPLICATION

Filing Fee: \$400.00
(Made payable to Town of Utica)

Date Received: 2-10-11

Property Address: 1790 Elo Road, Pickett, WI

Name of Owner(s): Leonard & Teresa Schmick

Address, if different than above: 5669 Angle Rd, Oshkosh, WI

Home Phone: 920-850-0758 Daytime Phone if different: —

Name of Applicant(s): Leonard & Teresa Schmick

Address, if different than above: 5669 Angle Rd, Oshkosh, WI

Home Phone: 920-850-0758 Daytime Phone if different: —

Name & Address of professional in charge of proposed development (architect, builder, contractor, engineer, etc):

Leonard & Teresa Schmick

Legal Description of Property: PT SE SE Desc AS Lot 2
OF CSM-5155
2.34 acres

Tax Parcel Number: 1790 Elo Road 024016402/Kevin Fritz land 0240164 &
0240160

NOTE: Please attach a copy of the Certified Survey Map for the property.

Location of the property in relation to nearby roadways, buildings, or other landmarks: North of Fisk Ave and South of Bradley Road

1. What is the current use of this property? Residential R-1 on the
2.34 acres. The additional land of approx. 2.76 acres
is Agricultural now and is cropland.

2. What is the intended use of this property? to have a horse and possibly a goat for companion, maybe, some laying hens

3. Please mark the current zoning for the property:

- | | |
|---|--|
| <input checked="" type="checkbox"/> Single Family Residence | <input type="checkbox"/> Industrial |
| <input type="checkbox"/> Two Family Residence | <input type="checkbox"/> Commercial |
| <input type="checkbox"/> Multiple Family Dwelling | <input type="checkbox"/> Institutional and Recreational |
| <input type="checkbox"/> Agricultural | <input type="checkbox"/> Planned Residential Development |
| <input type="checkbox"/> Rural Recreational | <input type="checkbox"/> Residential Mixed Use |

4. What is the requested zoning for this property? R.R.R.

5. Please explain the reason for this rezoning request. Our daughter has a horse that we have been keeping at our property. She is planning on buying the property in the next year and would like her horse there at the property. She may want to have chickens and a goat also.

6. If this is a Rural Recreational rezoning request, please specify what type of conditions are being requested. To be allowed to have a horse and goat and maybe some laying hens

Please explain why this is the best proposed use for this property: It is by itself across from a farm and was a farm with animals in the past.

8. Please explain the compatibility of the proposed use(s) with the surrounding land uses. Farm land surrounds it and there is a farm across the road from the property.

9. List all property owners within 300 feet and their mailing addresses.

1. Kevin Fritz
5981 Fisk Ave.
Oshkosh, WI, 54904

4. Wayne Coe

2. Ralf Hunter
1789 Elo Road
Pickett, WI, 54904

5. Brian + Wendy Fisher

3. Ralf R. Hunter
1785 Elo Rd
Pickett, WI, 54904

6.

Twelve (12) copies of the application and all attachments shall be submitted to the Town Clerk, Town Zoning Administrator or other designated representative no later than twenty-one (21) days prior to the meeting

Leard Schuck
Signature of Applicant

1/7/11
Date

Teresa Schuck
Signature of Owner

1/7/11
Date

FYI

Town of Utica Plan Commission

Members of the Town of Utica Plan Commission, Town Board, and Board of Appeals participated in a workshop session at the Utica Town Hall in Fisk on Thursday, February 3, 2011. The purpose of the workshop was to review the *Comprehensive Land Use Plan*. The group was also going to try to determine where the Farmland Preservation area(s) would be designated based on the slips turned in by the agricultural property owners in the township. Town Attorney, Steve Sorenson, was the leader for the workshop session which started at 7:00 p.m. and ended at 8:55 p.m. Individuals in attendance are on the attached sheet.

General Information

Attorney Sorenson explained the purpose for the workshop. The Town of Utica has decided that the *Comprehensive Land Use Plan* would be reviewed annually in February. He clarified that Winnebago County can't tell the Town of Utica what to do because it has Village Powers, but the County has to review and approve what the Town does. Two green lights are needed to amend the Plan, one from the County and one from the Town. In the extraterritorial area, three green lights are needed, one from the Town, one from the City and one from the County. If significant changes are made to the *Future Land Use Map*, the map will have to be submitted to the County. Attorney Sorenson cautioned the group that when considering a change on the map, you think about the area and not individuals.

After a question was raised about land being zoned Industrial on the *Future Land Use Map* and is currently zoned A-1 and in Farmland Preservation, Attorney Sorenson emphasized that Farmland Preservation is use not zoning. Owners can continue to use the property as it has been, but if that use is changed then it has to be what is on the *Future Land Use Map*.

Informal Opinions-Zoning Change Required

Individuals had made requests for a zoning change during the "Informal Opinion" section of Plan Commission meetings. During the workshop session, the group considered whether or not to change the zoning in those areas on the Future Land Use Map.

- **Gary and Wendy Groves wanted to purchase 2.4 acres on Ripple Road between County Road FF and Elo Road**
- **Lynda Kleinschmidt-Johnson's daughter wanted to purchase the house and 31/2 acres on the family farmstead located at the corner of Ripple Road and County Road FF.**

These two requests were taken under consideration at the same time because they are both located in the same area and both properties are currently zoned A-1 and would be changed to R-1. A discussion took place as to whether or not a residential corridor should be created on Ripple Road between Elo Road and County Road FF. It was felt that when Gary and Wendy Groves left the Plan Commission meeting after making their inquiry, they sensed it was not going to happen. According to Chairman Hinz who has

talked to the Kleinschmidt-Johnson family, they indicated that they were going to create a forty (40) acre parcel. Nobody spoke in favor of this idea. The three homes on this road are where former farmsteads were located. Comments were made that there are large tracts of land for cropping and that when the Future Land Use Map was created this area was thought to remain as an agricultural area of the township.

- **Wes and Shirley Radloff have built a home for their grandson who is involved in the family farming operation on James Road. It currently is a second house on a family farm, but they would like 5.273 to be changed from A-1 to Rural Recreational and Residential Mixed Use (RRR).**

The Radloffs questioned whether it could be a smaller parcel and be zoned R-1. They were told it needed to be RRR because it is in a transition area from farming to residential areas along State Road 44. The *Ordinance* could be changed so that two houses could be on a farm and have different owners for family members. It was decided to change the Future Land Use Map from A-1 to RRR starting at the corner of Ripple Road and James Road going south to State Road 44. Attorney Sorenson will draw this corridor and get it to the Plan Commission prior to the Plan Commission's meeting on March 3, 2011.

- **Leslie Bradley wants to build a house on a parcel taken off her parents' farm located on County Road FF near the corner of County Road N. The zoning is currently A-1 and would have to be changed to Rural Recreational and Residential Mixed Use (RRR).**

The *Future Land Use Map* was reviewed and it was noted that a large stretch of land along County Road FF south of State Road 44 is shown as RRR. Through the years, a considerable number of homes have been built in that area as well. The "Soils Map" for the township was looked at and the map indicates that much of the land is not the best for cropping. It was agreed that the area where Leslie would like to build has many stones which makes it difficult to crop. The decision was to have Attorney Sorenson draw a corridor along County Road FF south of Angle Road to County Road N. He will review the "Soils Map" and take that into consideration. That drawing will be submitted to the Plan Commission for their consideration before the meeting on March 3, 2011. The acreage in the corridor could be zoned Rural Residential or Rural Recreational and Residential Mixed Use.

- **Amy Bargaquist wants to build a house on a parcel to be taken off her dad's farm on the east side of County Road FF between 2308 County Road FF and 2398 County Road FF. She requested that 5+ acres of wooded land be changed from A-1 to Rural Recreational and Residential Mixed Use (RRR).**

The *Future Land Use Map* was referred to. There are some other RRR parcels in the area. The request is for wooded land that is not used for cropping. It was decided that a RRR sliver will be added south of the RRR parcel at 2398 County Road FF instead of a corridor.

- **There was another request for a zoning change from R-1 to Rural Recreational**

and Residential Mixed Use (RRR) at 1790 Elo Road.

Attorney Sorenson explained that since the request is to make a small parcel into a larger parcel, the *Future Land Use Map* does not have to be changed. The R-1 parcel and the A-1 property around it will blend into RRR. The purpose of the Town's Plan is to have as much agricultural land as possible and this request is in agreement with that purpose.

The applicant will have to apply for a zoning change along with a conditional use for what they want to do on the property.

- **A Plan Commission member suggested that the land east of the Town Hall, (north of the Christianson and Culver homes) along with the Rich house on the corner of Fisk Ave. and County Road FF be shown on the *Future Land Use Map* as Institutional and Recreational. It was felt that this would provide land for expansion of the Town Hall, Fire Department, or recreational areas for the Town in the future. This was agreed on.**

Farmland Preservation Areas

Attorney Sorenson suggested that the Town "hold off" on this until the *Farmland Preservation Law* is solidified. Both the State and County continue to make many changes in their requirements.

Miscellaneous

Mini-warehouses could be allowed in the Rural Recreational and Residential District. A house would have to be on the lot.

Respectfully submitted by Shirley Gallert, Plan Commission Secretary.



Town of Utica

Plan Commission

Town of Utica Plan Commission Meeting
March 3, 2011

Meeting was called to order by Chair, **Thomas Thiel**, at 7:30 p.m. at the Utica Town Hall, 1730 County Road FF, Oshkosh, WI 54904.

Roll Call

Members Present: Shirley Gallert, Jonathan Groth, Frederick Marohn, Thomas Thiel, Donavon Bradley (alternate), Michael Christianson (alternate)

Excused: Deanna Bradley, Sandy Forsgren, David Sweet

Absent: None

Town Board Members Present: Charles Kuhrt, Frederick Marohn

Other People Present: (See attached sheet.)

Minutes

Thiel moved to approve the minutes as read from the meeting held on January 6, 2011. Christianson gave a Second. The minutes were approved with a voice vote.

Chair, **Thiel**, read the agenda.

Public Hearing for United Cooperative

Public Hearing for a request for a Commercial Conditional Use Permit from the United Cooperative, N7160 Raceway Road, Beaver Dam, WI 53116 for temporary grain storage on approximately 1.37 acres of a 13 acre site in Pickett, WI 54964. The 1.37 acres is located on the North side of the WSOR railroad tracks by the United Cooperative's Agronomy Center at 6644 State Road 44, Pickett, WI 54964. An asphalt pad has been placed on the site and no structures will be built. The site is shown as Lot 2 on CSM 6004 and is in Section 29, T17N, R15E in the Town of Utica, Winnebago County, Wisconsin, Tax Parcel #024-062801.

Al Jentz, a representative from the United Cooperative, explained the request.

Public Session:

Bill Santiago, a neighbor, asked that the easements be kept open and if any structures go up he'd like for the Cooperative to come back to the Plan Commission.

Public Session was closed.

Regular Session:

The conditions submitted with the application were reviewed and discussed. **Al Jentz** stated that the corn would be picked up by March 31st of a given year, but if it remained out that long it would be covered. He also informed the Commission that they probably wouldn't use the site every year as they have been granted a Conditional Use Permit and are in the process of acquiring a Building Permit to put up a grain bin in Ripon, WI.

Rodent control was also discussed.

Christianson moved that we approve the Conditional Use Permit for the United Cooperative to store grain on property per conditions that are stated in the application as well as implement rodent control.

Groth gave a Second.

Discussion: There was no discussion.

Vote: The motion passed with a unanimous voice vote. (6-0)

Public Hearing for Teresa and Leonard Schmick

Public Hearing for a request from Teresa and Leonard Schmick, owners/applicants, for a zoning change for Tax Parcel #024-0164-02 (2.34acres) located at 1790 Elo Rd., Pickett, WI 54964 from Rural Residential to Rural Recreational and Residential Mixed Use. They are also requesting that approximately 2.76 acres owned by Kevin and Cindy Fritz be divided from a larger parcel and the zoning be changed from A-1 to Rural Recreational and Residential Mixed Use. The 2.34 acre parcel and the new parcel would be combined to make a 5+ acre parcel zoned Rural Recreational and Residential Mixed Use. A Conditional Use Permit for a horse and other small animals has also been requested. The parcels are located in Section 9, T17N, 15E, Town of Utica, Winnebago County, Wisconsin.

Teresa Schmick explained the request.

Public Session:

A five (5) acre parcel has been surveyed, but the Schmicks don't own it. Attorney Sorenson said that they can't rezone land they don't own. He went on to say that the following procedure needs to be followed: 1) The parcel needs to become a CSM. 2) Plan Commission needs to approve the CSM. 3) The Plan Commission needs to recommend to the Town Board that the Rural Recreational and Residential zoning takes place. 4) The Conditional Use would be given.

The Plan Commission can pass a resolution stating that the intention of the Commission is to recommend the zoning change to the Town Board. Then, at the next meeting the Plan Commission needs to review and approve the CSM, review and recommend the zoning change to the Town Board, and discuss and give conditions.

Christianson made a motion that we support the request of Teresa and Leonard Schmick to purchase land from Kevin and Cindy Fritz and have the 5+ acres of land rezoned to Rural Recreational and Residential Mixed Use.

Thiel gave a Second.

Discussion: There was no discussion.

Vote: Motion passed with a unanimous voice vote. (6-0)

Land Use Changes

The Plan Commission considered four changes to the *Future Land Use Plan* that were

discussed at the Workshop on February 3, 2011.

1. Consider a Recreational and Residential Mixed Use corridor along the Northeast side of County Road FF from County Road N to Angle Road .

A drawing of the corridor made by Attorney Sorenson was reviewed. It was agreed that the soil for farming in this area is marginal. It connects two Rural Recreational and Residential districts. The West side of County Road FF in this area is low and not a buildable area.

Groth made a motion to change the *Future Land Use Map* from Agricultural land to Rural Recreational and Residential Mixed Use along the Northeast side of County Road FF from County Road N to Angle Road.

Donavon Bradley gave a Second.

Discussion: **Donavon Bradley** clarified the motion. The change will actually be from Mahlke Road to Angle Road as County Road N joins County Road FF for a short distance.

Vote-Motion passed with a unanimous voice vote. (6-0)

2. Consider changing the land East of the Town Hall to Institutional and Recreational.

The change was suggested for possible future expansion of the Town Hall, Fire Department, and/or other needs of the community. **Howard Christianson**, owner of the property under consideration, gave a brief history of the property. He also informed the Commission that he does not plan on changing the property, but feels the considered change would infringe on the future value of the property. A discussion took place about the rights of property owners vs. the need to plan for the future.

Marohn made a motion to table the considered changes around the Town Hall. Christianson gave a Second.

Vote-The motion passed with a unanimous voice vote. (6-0)

3. Consider changing the *Future Land Use Map* on the West side of James Road between Ripple Road and Highway 44 from A-1 to Rural Recreational and Residential Mixed Use.

Attorney Sorenson also made a drawing showing this change to be made to Parcels numbered 024-0221 and 024-0224. The change shown would be for all of the two forty (40) acre parcels. A question was raised if the change should include all of the two parcels instead of a strip along the road. Some individuals felt that changing the complete parcels would give the owner more flexibility.

Donavon Bradley made a motion to change the *Future Land Use Map* on the West side of James Road between Ripple and Highway 44 (Parcels # 024-0221 and 024-0224) from Agriculture to Rural Recreational and Residential Mixed Use.

Marohn gave a Second.

Discussion: There was no discussion.

Vote-Motion passed with a voice vote. (4-2)

4. Consider changing the *Future Land Use Map* from A-1 to Rural Recreational

and Residential Mixed Use on the East side of County Road FF between 2308 County Road FF and 2398 County Road FF.

The *Future Land Use Map* was looked at. This area is wooded and it would not take any land out of agriculture.

Groth made a motion to recommend to change the *Future Land Use Map* to the Rural Recreational and Residential Mixed Use classification on the parcel immediately South of the ten (10) acre Parcel #024-0033-01 on the East side of County Road FF.

Thiel gave a Second.

Discussion: There was no discussion.

Vote-Motion passed with a unanimous voice vote. (6-0)

Informal Opinions: 1

An attendee asked if there were regulations in the *Town of Utica Zoning Ordinance* as to where trees could be planted. This would include the distance from lot lines or property lines.

Trees can't be in the right-of-way or in a visual corner. There are no regulations as to the distance from lot and property lines.

Marohn made a motion to adjourn. Christianson gave a Second.

Motion passed with a voice vote.

The meeting adjourned at 9:35 p.m.

Respectfully submitted by Shirley Gallert, Secretary.

Shirley Gallert

TOWN OF UTICA

TOWN BOARD MEETING

Notice is hereby given that a Town Board meeting in the Town of Utica, County of Winnebago, and State of Wisconsin for the transaction of business as is by law required or permitted to be transacted at such a meeting will be held at the Utica Town Hall, 1730 County Road FF in said Town.

Date: Monday, MARCH 14, 2011.

Time: 7:30 PM

1. CALL THE MEETING TO ORDER.
2. APPROVE FEBRUARY 14, 2011 MINUTES.
3. APPROVE TREASURER'S REPORT.
4. ADOPT AGENDA.
5. PUBLIC FORUM.
6. ANIMAL IMPOUND AND MAINTENANCE CONTRACT.
7. TEMPORARY LIQUOR LICENSE FOR DARTBALL TOURNAMENT - JPF
8. FINAL ZONING ORDINANCE.
9. TOWN HALL REPAIRWORK BIDS.
10. INSURANCE CONTRACT.
11. DONATION PICKETT COMMUNITY CENTER.
12. SIGNING OF CERTIFIED SURVEY MAP FOR LEONARD SCHMICK CHANGE IN ZONING FROM A-1 AND R-1 TO RRR AND ACCEPTANCE OF RESOLUTION OF THE PLAN COMMISSION FOR THE CONDITIONAL USE OF THE LAND.
13. ITEMS FOR INCLUSION IN PICKETT NEWSLETTER.
14. REPORTS:
 - Board of Appeals.
 - Fire Department.
 - Plan Commission.
 - Educational Opportunities.
15. CORRESPONDENCE.
16. POINTS OF INTEREST.
 - Lawn mowing contract in 2010 was approved for 2 years therefore, bids will are not being accepted for 2011 work.
 - Open book is April 30, 2011 from 8-10am. This day is intended for the public to come and review their assessment and compare with others with the Town Appraiser.
 - Board of Review is May 14, 2011 from 11am-1pm in which you have the opportunity to appeal your property assessment. At this meeting you need to prove to the Board of Review that your property's assessment is inaccurate.
17. APPROVE PAYMENT OF BILLS.
18. ADJOURNMENT.

Brenda Morrell, Clerk
Posted: 3-12-2011

Also posted on the town website at: www.townofutica.org
If you would like to have these notices e-mailed to you, please e-mail Clerk at utica1730@gmail.com to be put on Town of Utica e-mail list.

TOWN OF UTICA
TOWN BOARD MEETING MINUTES

March 14, 2011

1. CALL THE MEETING TO ORDER.

The March 14, 2011 meeting was called to order by Chairman Nelson Hinz at 7:30 p.m. at the Utica Town Hall. Nelson Hinz, Chairman; Charles Kuhrt, Supervisor #1; Betty Messerschmidt, Treasurer and Jenny Sonnleitner, Clerk Assistant were present. 18 citizens were in the audience.

2. APPROVE FEBRUARY 14, 2011 TOWN MEETING MINUTES.

The minutes of the February, 2011 Town board meeting were reviewed. Supervisor Kuhrt made a motion, seconded by Chairman Hinz motioned to accept the minutes as presented. 2 ayes and 0 nays. Carried.

3. APPROVE TREASURER'S REPORT.

Treasurer Messerschmidt read the Treasurer's Report. Receipts were \$518,810.87. Disbursements were \$961,678.23. The checkbook balance is \$261,383.62. Supervisor Kuhrt made a motion, seconded by Chairman Hinz to accept the Treasurer's Report as read. 2 ayes and 0 nays. Carried.

4. ADOPT AGENDA.

5. PUBLIC FORUM.

Kevin Fritz questioned the crack down the middle of Bradley Road and if road signs will be posted. Garbage should be in containers for pickup, Veolia was not supposed to pick up, but is at some residences. Asking if weight limit signs will be posted on the roads for spring thaw. Only local truck traffic or delivery use. Concerns for road maintenance if enough money will be used to maintain road usage.

6. ANIMAL IMPOUND AND MAINTENANCE CONTRACT.

Supervisor Kuhrt made a motion, seconded by Chairman Hinz to have the Oshkosh Animal Center be the main animal shelter for the Town of Utica's stray animal needs. 2 ayes and 0 nays. Carried.

7. TEMPORARY LIQUOR LICENSE FOR DARTBALL TOURNAMENT - JPF

Chairman Hinz made a motion, seconded by Supervisor Kuhrt to approve the temporary liquor license for the dartball tournament on March 27, 2011 at the Pickett Community Center. 2 ayes and 0 nays. Carried.

8. FINAL ZONING ORDINANCE.

New zoning ordinance is approved and will be using the revised version from July 2010 to be part of the working Town's zoning plan. Chairman Hinz made a motion, seconded by Supervisor Kuhrt. 2 ayes, 0 nays. Carried.

TOWN OF UTICA
TOWN BOARD MEETING MINUTES
March 14, 2011

9. TOWN HALL REPAIRWORK BIDS.

Chairman Hinz made a motion, seconded by Supervisor Kuhrt to have Jim Wiesner do the repair work for the Town Hall. 2 ayes and 0 nays. Carried.

Jim Wiesner mentioned to possibly reseal around the outside, since it has been about 7 years ago; and is unable to make predictions of all work that will be needed until the walls are opened up. Jim did not look at work for the bathroom remodel to give a comparison quote. Walt Whiting thought there were partitions in the old firehouse, but some may have gone into the scrap yard about 10 years ago according to Chairman Hinz. Homestead Builders could complete in about 1 month. Jim Wiesner is unable to give completion time until he looks over the bathroom for remodel. Will put brakes on the wheels for the front desks. The Town would like the remodel to start after elections to avoid a mess during elections.

10.INSURANCE CONTRACT.

No information has been received.

11.DONATION PICKETT COMMUNITY CENTER.

Chairman Hinz made a motion, seconded by Supervisor Kuhrt to approve a donation of \$1,000 to Jasper Pickett Foundation. 2 ayes and 0 nays. Carried

12.SIGNING OF CERTIFIED SURVEY MAP FOR LEONARD SCHMICK
CHANGE IN ZONING FROM A-1 AND R-1 TO RRR AND ACCEPTANCE
OF RESOLUTION OF THE PLAN COMMISSION FOR THE
CONDITIONAL USE OF THE LAND.

13.ITEMS FOR INCLUSION IN NEWSLETTER.

- Open book is April 30, 2011 from 8-10am. This day is intended for the public to come and review your assessment and compare with others with the Town Appraiser.
- Board of Review is May 14, 2011 from 11am-1pm in which you have the opportunity to appeal your property assessment. At this meeting you need to prove to the Board of Review that your property's assessment is inaccurate.
- Installation of New Town Officers April 11, 2011 at 7:30 p.m.
- Annual Meeting – April 12, 2011 at 7:30 p.m.
- Election including Town Board officials – April 5, 2011 from 7am to 8pm
- Make sure dumpsters, as provided, are used to make sure your trash will get picked up. If you do not have a dumpster please notify the Town Treasurer, Betty Messerschmidt. If a second dumpster is needed, contact Veolia at 685-6666.

14.REPORTS:

- Board of Appeals.
- Fire Department.

Received 4 or 5 First Responder calls, nothing major.

TOWN OF UTICA
TOWN BOARD MEETING MINUTES
March 14, 2011

Discussing in the near future to replace "grass truck" possibly within the next 5 years.

CPR class will be open to the public, 12 participants will be needed.

Newsletter-Jay Roberts. Dates will be determined.

- **Plan Commission.**

Rush Lake meeting next week. Likes to keep track of the watershed from Rush Lake through our area.

Looking at taking different corridors on the map. Co-op will store corn at the Co-op in Pickett if needed – will issue a conditional use permit.

A public hearing will be held regarding changes to land use map. Notice will be in the newspaper and posted on the agenda in April.

- **Educational Opportunities.**

- 1) Wind Tower workshop next Friday for residential or small use.

- 2) Town Association Meeting on May 3 for new members and also discuss any new legislature.

Electors meeting regarding levy limits – Town Board are also members and can also place votes.

- 3) Asphalt Pavers Association

- 4) Town Lawyer's Association – April 29, 2011

15. CORRESPONDENCE.

Recycling letter from Governor Walker regarding funding for recycling programs.

16. POINTS OF INTEREST.

- Lawn mowing contract in 2010 was approved for 2 years therefore, bids are not being accepted for 2011 work Brian Trebakowski.
- Open book is April 30, 2011 from 8-10am. This day is intended for the public to come and review their assessment and compare with others with the Town Appraiser.
- Board of Review is May 14, 2011 from 11am-1pm in which you have the opportunity to appeal your property assessment. At this meeting you need to prove to the Board of Review that your property's assessment is inaccurate.
- Election April 5, 2011 7 am to 8 pm
- Installation of new officers – Town Board meeting – April 11 at 7:30
- Annual Meeting April 12 at 7:30
- Property next door to the Town Hall belongs to the county (Nichols property).

17. APPROVE PAYMENT OF BILLS.

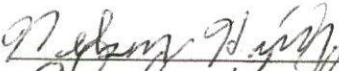

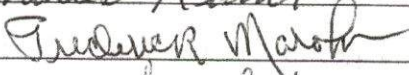
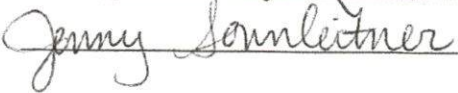
Supervisor Kuhrt made a motion, seconded by Chairman Hinz to pay the bills as submitted by the Clerk. 2 ayes and 0 nays. Carried.

TOWN OF UTICA
TOWN BOARD MEETING MINUTES
March 14, 2011

18. ADJOURNMENT.

Supervisor Kuhrt made a motion, seconded by Chairman Hinz to adjourn. 2 ayes and 0 nays. Carried.

Jenny Sonnleitner, Assistant to the Clerk

 _____	Nelson Hinz, Chairman
 _____	Charles Kuhrt, Supervisor #1
 _____	Betty Messerschmidt, Treasurer
 _____	Jenny Sonnleitner, Assistant to Clerk

Resolution

Date: _____

To the Board of Supervisors of Winnebago County, Wisconsin:

Amendatory Ordinance

Whereas, it is desirable to amend the Zoning Ordinance and the Zoning Map of the Town of Utica in accordance with the petition of Leonard & Teresa Schmick;

Whereas said request is in compliance with the adopted Winnebago County Land Use Plan.

Now, therefore, the County Board Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the Town of Utica, be and the same, are amended to provide that the attached described property be changed from the classification of one (1) parcel 2.34 acres zoned R1 of said ordinance, which is now and heretofore had, to the zoned district of one (1) parcel 5.014 acres zoned RR.

County Board Supervisor

Parcel No: 024-0164-02

County Disclaimer:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2015.

Mark Harris

County Board Supervisory District

1 217-102021

2 **RESOLUTION: Commendation for Elizabeth Kritz**

3

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

5

6 **WHEREAS**, Elizabeth Kritz has been employed with the Park View Health Center, for the past thirty-one
7 years, and during that time has been a most conscientious and devoted County employee; and

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation is hereby extended to Elizabeth Kritz for the fine services she has rendered to
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Elizabeth Kirtz.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

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

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2021

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Jonathan D. Doemel
Winnebago County Executive

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1 218-102021

2 **RESOLUTION: Commendation for Vicky Redlin**

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

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6 **WHEREAS**, Vicky Redlin has been employed with the Winnebago County Parks Department for the past
7 twenty-two years, and during that time has been a most conscientious and devoted County employee; and

8

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

11

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
13 appreciation and commendation is hereby extended to Vicky Redlin for the fine services she has rendered to
14 Winnebago County.

15

16 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
17 Vicky Redlin.

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **4-0**

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

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24

25 Approved by the Winnebago County Executive this _____ day of _____, 2021

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Jonathan D. Doemel
Winnebago County Executive

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3 **RESOLUTION: Awarding the Sale of a \$4,000,000 General Obligation**
4 **Promissory Note**
5

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

8 **WHEREAS**, on September 21, 2021, the County Board of Supervisors of Winnebago County,
9 Wisconsin (the "County") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of
10 general obligation promissory notes in an amount not to exceed \$4,000,000 for the purpose of paying the
11 cost of constructing, remodeling, demolishing and improving parks, facilities, buildings and sites, and
12 acquiring and installing furnishings, fixtures and equipment (the "Project"); and

13 **WHEREAS**, none of the proceeds of the general obligation promissory note shall be used to fund
14 the operating expenses of the general fund of the County or to fund the operating expenses of any
15 special revenue fund of the County that is supported by the property taxes; and

16 **WHEREAS**, it is the finding of the County Board of Supervisors that it is necessary, desirable and
17 in the best interest of the County to issue a general obligation promissory note to
18 _____ (the "Purchaser"), pursuant to the terms and conditions of the term
19 sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

20
21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that:
22

23 Section 1. Sale of the Note. For the purpose of paying the cost of the Project, there shall be
24 borrowed pursuant to Section 67.12(12), Wisconsin Statutes and the Initial Resolution, the principal sum
25 of FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser in accordance with the terms and
26 conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or
27 other appropriate officers of the County are authorized and directed to execute an acceptance of the
28 Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County
29 Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser
30 for, on behalf of and in the name of the County, a general obligation promissory note aggregating the
31 principal amount of FOUR MILLION DOLLARS (\$4,000,000) (the "Note") for the sum set forth on the
32 Proposal, plus accrued interest to the date of delivery.
33

34 Section 2. Terms of the Note. The Note shall be designated "General Obligation Promissory
35 Note"; shall be issued in the principal amount of \$4,000,000; shall be dated November 10, 2021; shall be
36 in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof; shall be numbered
37 R-1; and shall bear interest at the rate per annum and mature on April 1, 2022 as set forth on the Debt
38 Service Schedule (the "Schedule") attached hereto as Exhibit B and incorporated herein by this
39 reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day
40 year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities
41 Rulemaking Board.

42

43 Section 3. Redemption Provisions. The Note is not subject to optional redemption.

44 Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed
45 and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this
46 reference.

47 Section 5. Tax Provisions.

48 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and
49 interest on the Note as the same becomes due, the full faith, credit and resources of the County are
50 hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a
51 direct annual irrepealable tax in the year 2021 for the payments due in the year 2022 in the amount set
52 forth on the Schedule.

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

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

64 Section 6. Segregated Debt Service Fund Account.

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

70 Within the debt service fund, there hereby is established a separate and distinct account
71 designated as the "Debt Service Fund Account for General Obligation Promissory Note, dated November
72 10, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness
73 evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt
74 Service Fund Account (i) all accrued interest received by the County at the time of delivery of and
75 payment for the Note; (ii) any premium which may be received by the County above the par value of the
76 Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts

77 appropriated for the specific purpose of meeting principal of and interest on the Note when due; (iv) such
78 other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v)
79 surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be
80 required by Section 67.11, Wisconsin Statutes.

81

82 (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund
83 Account and appropriated for any purpose other than the payment of principal of and interest on the Note
84 until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to
85 provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes
86 from the next succeeding tax collection may be invested in direct obligations of the United States of
87 America maturing in time to make such payments when they are due or in other investments permitted by
88 law; and (ii) any funds over and above the amount of such principal and interest payments on the Note
89 may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by
90 purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in
91 permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted
92 Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any
93 investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal
94 Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the
95 "Regulations").

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

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

112 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted
113 Investments, but no such investment shall be made in such a manner as would cause the Note to be an

114 "arbitrage bond" within the meaning of Section 148 of the Code or the Regulations and an officer of the
115 County, charged with the responsibility for issuing the Note, shall certify as to facts, estimates,
116 circumstances and reasonable expectations in existence on the date of delivery of the Note to the
117 Purchaser which will permit the conclusion that the Note is not an "arbitrage bond," within the meaning of
118 the Code or Regulations.

119 Section 9. Compliance with Federal Tax Laws. (a) The County represents and covenants that
120 the projects financed by the Note and the ownership, management and use of the projects will not cause
121 the Note to be "private activity bonds" within the meaning of Section 141 of the Code. The County further
122 covenants that it shall comply with the provisions of the Code to the extent necessary to maintain the
123 tax-exempt status of the interest on the Note including, if applicable, the rebate requirements of Section
124 148(f) of the Code. The County further covenants that it will not take any action, omit to take any action
125 or permit the taking or omission of any action within its control (including, without limitation, making or
126 permitting any use of the proceeds of the Note) if taking, permitting or omitting to take such action would
127 cause any of the Note to be an arbitrage bond or a private activity bond within the meaning of the Code or
128 would otherwise cause interest on the Note to be included in the gross income of the recipients thereof for
129 federal income tax purposes. The County Clerk or other officer of the County charged with the
130 responsibility of issuing the Note shall provide an appropriate certificate of the County certifying that the
131 County can and covenanting that it will comply with the provisions of the Code and Regulations.

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

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

141 Section 11. Execution of the Note; Closing; Professional Services. The Note shall be issued in
142 printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson
143 and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or
144 corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County
145 of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile
146 signature of either of the officers executing the Note may be imprinted on the Note in lieu of the manual
147 signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Note,
148 at least one of the signatures appearing on each Note shall be a manual signature. In the event that
149 either of the officers whose signatures appear on the Note shall cease to be such officers before the
150 Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as
151 if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed

152 to do all acts and execute and deliver the Note and all such documents, certificates and
153 acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby
154 authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in
155 conjunction with the Note, including but not limited to agreements and contracts for legal, trust, fiscal
156 agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract
157 heretofore entered into in conjunction with the issuance of the Note is hereby ratified and approved in all
158 respects.

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

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

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

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

176 Section 14. Record Date. The 15th day of the calendar month next preceding the interest
177 payment date shall be the record date for the Note (the "Record Date"). Payment of interest on the Note
178 on any interest payment date shall be made to the registered owners of the Note as they appear on the
179 registration book of the County at the close of business on the Record Date.

180 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. If requested
181 by the Purchaser, in order to make the Notes eligible for the services provided by The Depository Trust
182 Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the
183 Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the
184 County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an
185 effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office, and
186 appropriate changes shall be made to the form of Note attached hereto as Exhibit C.

EXHIBIT A

Term Sheet

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT B

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

(Form of Note)

	UNITED STATES OF AMERICA	
NUMBER	STATE OF WISCONSIN	DOLLARS
	WINNEBAGO COUNTY	
_____	GENERAL OBLIGATION PROMISSORY NOTE	\$_____

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:
April 1, 2022	November 10, 2021	_____%

REGISTERED OWNER: _____

PRINCIPAL AMOUNT: _____ DOLLARS (\$___)

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the registered owner 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 is payable at maturity.

Both the principal of and interest on this Note are payable in lawful money of the United States by the County Clerk or County Treasurer.

This Note is payable as to principal and interest upon presentation and surrender hereof at the office of the County Clerk or County Treasurer. Payment of each installment of interest shall be made to the registered owner hereof who shall appear on the registration books of the County maintained by the County Clerk or County Treasurer at the close of business on the 15th day of the calendar month next preceding the interest payment date (the "Record Date") and shall be paid by check or draft of the County mailed to such registered owner at his address as it appears on such registration books or at such other address as may be furnished in writing by such registered owner to the County Clerk or County Treasurer.

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 issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for public purposes, including paying the cost of constructing, remodeling, demolishing and improving parks, facilities, buildings and sites, and acquiring and installing furnishings, fixtures and equipment, as authorized by resolutions adopted on September 21, 2021

and October 19, 2021. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

This Note is not subject to optional redemption.

The Note is issued in registered form in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof. This Note may be exchanged at the office of the County Clerk or County Treasurer for a like aggregate principal amount of Note of the same maturity in other authorized denominations.

This Note is transferable by a written assignment duly executed by the registered owner hereof or by such owner's duly authorized legal representative. Upon such transfer a new registered Note, in authorized denomination or denominations and in the same aggregate principal amount, shall be issued to the transferee in exchange hereof.

The County may deem and treat the registered owner hereof as the absolute owner hereof for the purpose of receiving payment of or on account of principal hereof, premium, if any, hereon and interest due hereon and for all other purposes, and the County shall not be affected by notice to the contrary.

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 irrevocable 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.

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

By: _____
Shiloh J. Ramos
Chairperson

(SEAL)

By: _____
Susan T. Ertmer
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints _____, Legal Representative, to transfer said Note on 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)

(Registered Owner)

NOTICE: This signature must correspond with the name of the registered owner as it appears upon

the face of the within Note in every particular,

(Authorized Officer)

without alteration or enlargement or any change whatever.

*The Internal Revenue Code of 1986 (IRC Section 149) requires that for interest on a municipal obligation with a term greater than one year to be exempt from federal income tax, the obligation must be issued and remain in registered form.

Section 67.09, Wisconsin Statutes provides that the County Clerk of the County when acting as the registrar shall record the registration of each note or bond in its bond registrar. Therefore, if this Note is to be assigned, the County Clerk of the County should be notified and a copy of this Assignment should be sent to the County Clerk of the County for his or her records.

2

3 **ORDINANCE: Create Section 8.06 of the Winnebago County General Code: Winnebago**
4 **County Highway Commissioner**

5

6

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

8 **WHEREAS**, WIS STAT. § 83.01(2)(a) provides: "Unless the county board establishes a different term
9 of service by ordinance, the county highway commissioner shall serve for a term of 2 years except as
10 provided in par. (b); and

11 **WHEREAS**, WIS STAT. § 83.01(2)(b) provides: "Unless the county board establishes different term of
12 service under par. (a), upon his or her first election or appointment the county highway commissioner shall
13 serve until the first Monday in January of the 2nd year succeeding the year of election or appointment; and

14 **WHEREAS**, Highway Commissioner Robert Doemel's first term will expire the first Monday in
15 January 2023 as Winnebago County does not have an ordinance waiving WIS STAT. § 83.01(2); and

16 **WHEREAS**, Commissioner Doemel's two immediate predecessors served terms beyond the
17 statutory expiration date prescribed in WIS STAT. § 83.01. Highway Commissioner Winter's term would have
18 expired in January 2014 and Highway Commissioner Palonen's term would have expired in January 2019
19 but both commissioners served beyond the statutory expiration date at the pleasure of the County
20 Executive. Waiving the statutory requirement of WIS STAT. § 83.01(2)(b) will allow for consistency in
21 appointments and operations; and

22 **NOW, THEREFORE, BE IT RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS**
23 **THAT IT HEREBY ACKNOWLEDGES AND ACCEPTS** the provisions as outlined in WIS STAT. § 83.01.

24

25 **BE IT FURTHER RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT**
26 **HEREBY ORDAINS** that Section 8.06, Winnebago County Highway Commissioner, is created and shall
27 read as follows:

28 **8.06 WINNEBAGO COUNTY HIGHWAY COMMISSIONER**

29 (1) Purpose: The purpose of this subchapter is to outline the procedures for appointment of the
30 Winnebago County Highway Commissioner.

31 (2) Authority: The authority for this subchapter is WIS STAT. Chapter 83.

32 (3) Appointment

33 (a) Pursuant to WIS STAT. 83.01(1)(c), in any county with a County Executive, the County
34 Executive shall appoint and supervise the County Highway Commissioner.

35 The appointment is subject to confirmation by the County Board unless the County Board,
36 by ordinance, elects to waive confirmation.

37 (b) Upon appointment by the Winnebago County Executive and confirmation by the Winnebago
38 County Board of Supervisors, the Winnebago County Highway Commissioner shall serve at
39 the pleasure of the Winnebago County Executive.

- 40 (4) Severability: Should any portion of this Ordinance be declared unconstitutional or invalid by a court
41 of competent jurisdiction, the remainder of this Ordinance shall not be effected.
42 (5) Effective date: This Ordinance shall become effective as of the date following the date of its
43 publication.

44
45 Respectfully submitted by:

46 **PERSONNEL AND FINANCE COMMITTEE**

47 Committee Vote: **4-0**

48
49 Vote Required for Passage: **Majority of Those Present**

50
51 Approved by the Winnebago County Executive this ____ day of _____, 2021.

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54 _____
55 Jonathan D. Doemel
56 Winnebago County Executive
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CONTRACT ROUTING SLIP

*****NEW- Department must complete top portion*****

Provider Name: Inmate Calling Solutions, LLC d/b/a ICSolutions.

****** Contract must be signed by Provider before routing ******

County Department: Winnebago County Sheriff's Office.

Contact person for Department: Captain David Mack . Ext.: 7339.

Return Provider's copy by (check one):

Email to vlaurita@icsolutions.com

Mail to address on contract

Other (describe): _____.

Comments:

--

*****AFTER COMPLETING SECTION ABOVE, SEND TO PURCHASING WITH THREE COPIES OF THE CONTRACT*****

Purchase Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

Corp Counsel Approved: _____ Date: _____

Returned to Department (Date): _____/_____/_____

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Inmate Phone/Tablet Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Inmate Calling Solutions, LLC d/b/a ICSolutions, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS, the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of ***Inmate Phone/Tablet Contract***, and

WHEREAS, the PROVIDER whose address is 2200 Danbury Street, San Antonio, TX 78217, is able and willing to provide such services; and

WHEREAS, the parties were parties to that certain Purchase of Services contract dated 10/31/2013, as amended (the "Prior Agreement"); and

WHEREAS, this Agreement replaces and supersedes the Prior Agreement except as expressly stated herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the PROVIDER do agree as follows:

1. TERM:

THIS AGREEMENT becomes effective on 11/01/2021 and shall remain in force and effect five for (5) years, or until 10/31/2026. Winnebago County will then have the option of continuing the phone services with the Provider at the same commission and rates for a period of (3) three additional years in one-year increments. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED:** PROVIDER agrees to provide the following:

- services detailed in the bid specifications (RFB) # _____ ; or
- request for proposals (RFP) #SH04-21 and the response thereto, if any; or
- request for quotes (RFQ) # _____ , and the response there to, if any; or
- Schedule A, attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided.

3. **ASSIGNMENT:** PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

4. **TERMINATION:** If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof.

In the event of any change to the rules, laws or regulations governing the services being provided hereunder results in a material adverse economic change for either party (hereinafter referred to as a "Regulatory Change"), then the parties agree to negotiate, in good faith, an amendment that accommodates such Regulatory Change in a manner that is mutually acceptable. If the parties are unable to reach such mutual agreement within 30 days of the Regulatory Change, then either party may terminate this Agreement without penalty.

There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

5. **UNFINISHED WORK:** In the event this Agreement is terminated in a manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data,

products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

7. **TERMS OF PAYMENT: The Provider will follow Option (3) three of the proposal for call cost and commissions**

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties.

Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.

- 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
- 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.
12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

13. **HOLD HARMLESS**: At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.

14. **INSURANCE**:

A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:

- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
- 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
- 3) **Professional Liability**: (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under “**Description of Operations.**”

C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as “**Additional Insureds.**”

D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices shall name the contractor and identify the contract project. All of the above coverages, limits, and conditions are required unless waived in writing by the COUNTY’s Safety Insurance Coordinator.

E. The Winnebago County Purchasing Manager must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

or email to: forbes@co.winnebago.wi.us.

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.

16. **DISCRIMINATION:** During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap,

national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

17. **AFFIRMATIVE ACTION**: PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER**: PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."
19. **COMPLIANCE INFORMATION**: PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS**: PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.
21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**: Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec.

19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are “produced or collected’ by the Provider under this Agreement (“Records”). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record’s creation; and (2) produce such Records to County if, in County’s determination, County is required to produce the records to a third party in response to a public records request. Provider’s failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.

22. **FORCE MAJEURE.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.

23. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:

Mike Kennedy, Vice President Date
Inmate Calling Solutions, LLC
d/b/a ICS Solutions

FOR WINNEBAGO COUNTY:

Jonathan Doemel Date
Winnebago County Executive

Susan T. Ertmer Date
Winnebago County Clerk

REGISTERED AGENT:

Vince Laurita, Regional Accounting Manager
ICS Solutions

Inmate Calling Solutions, LLC c/o Cogency Global, Inc.
901 South Whitney Way
Madison, WI 53711

**Originally Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

Schedule A – Technology, Service and Financial Details

EQUIPMENT & FEATURES:

The Enforcer® centralized inmate telecommunications platform, housed in PROVIDER's Atlanta data center and backed up at its data center in San Antonio, together with the following:

- Continued & uninterrupted access to all historical call detail records, call recordings, and inmate voice prints created under the Prior Agreement
- 72 stainless steel inmate telephones for housing areas, booking, and booking counter
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration
- Unlimited Enforcer® user licenses
- Interface to the County's JMS, commissary, and/or banking platforms – *already in place!*
 - Automated inmate ID / PIN updates
 - Inmate Debit calling
 - Electronic commissary ordering + account balance checking
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative / Premium Voice Biometrics Suite

- The VerifierSM pre-call inmate voice verification
- The ImposterSM in-call continuous voice biometrics
- The Word DetectorSM phonetic keyword search tools
- The AnalyzerSM link analysis / data mining tools

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Inmate Tablets

- 200 wireless handheld inmate tablets
- Remote video visitation when docked in a wall mounted station
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through PROVIDER's Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting + appointment request
- Customizable forms
- Law library access
- Commissary ordering
- Education content

- Entertainment content
- Turnkey installation including hardware, software, wireless access points, and charging stations

Casemaker Law Library Subscription

- Accessible via The Bridge 8 tablets
- Simple and complex searching of Federal and State case law, statutes, and administrative law
- Updated daily by experienced legal editors

Lobby Deposit Kiosk

- Can accept payments to phone accounts and/or trust accounts
- Deposit and payments can also be made via mobile app, web, phone, lockbox, kiosks at other facilities, or walk-in retailer
- 800+ kiosks and 48,000+ retailers can accept deposits across the U.S.

CALL RATES & FEES:

The following service rates for all Service Locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.16
Intrastate/IntraLATA	\$0.16
Intrastate/InterLATA	\$0.16
Interstate	\$0.16
International (Debit only)	\$0.75

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

Payment Processing Fee (Live Agent).....	\$5.95
Payment Processing Fee (IVR, Internet & QwikCall®).....	\$3.00
Direct Billing Statement Fee	\$2.00

Other Service Fees (commissionable, see below):

Tablet entertainment streaming (per minute).....	\$0.05
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Tablet email messaging (per minute)..... \$0.05
 Remote Video Visitation (via the Bridge Tablets)..... Waived
 Inmate Voicemail (per inbound message)..... \$1.00

(All other fees free or waived)

COMMISSIONS:

PROVIDER shall pay to COUNTY a Commission of 92% of the gross call revenue on all calls generated from COUNTY’s service locations.

PROVIDER shall also pay to COUNTY a Commission of 25% of any service fees collected with respect to Tablet usage (entertainment streaming and messaging) and 50% of any service fees collected with respect to Inmate Voicemail services.

DEPOSIT SERVICES:

PROVIDER’s affiliate, Access Corrections. Inc. (“ACI”) shall provide deposit services in accordance with the following schedules. However, PROVIDER shall retain full responsibility therefore. For purposes of this Section, the term “Provider” shall include ACI where the context requires such inclusion:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

Walk-In Service/Fee Charge
\$5.95

\$0.01 - \$900.00

Bail/Bond Fee Structure					
Gross Amount Deposited	Credit/Debit Deposits via Mobile/Web	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk	Credit/Debit deposits via Intake Kiosk
\$ 0.01 - \$1,500.00	7.00%	7.00%	7.00%	7.00%	7.00%
\$ 1,500.01 - \$5,000.00	N/A	N/A	N/A	7.00%	N/A

Terms and Conditions of Deposit Services:

1. Provider will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Provider or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Provider provides the Services in its capacity as a licensed money services business. Provider represents and warrants to County that ACI is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** By executing this Agreement, County authorizes Provider to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
3. **Responsibilities of Provider.**
 - a. Provider will receive payments from the public, directed to recipients by way of the Services.
 - b. Provider will transfer payment files to County on a daily basis. Provider will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Provider, in its sole discretion, reserves the right to delay its acceptance of any transaction that Provider determines to be suspicious and warrants further investigation. County acknowledges and agrees that Provider may terminate/cancel any proposed transaction should Provider determine the transaction is being made for an improper or illegal purpose.
 - c. Provider will provide County with daily payment information by way of the Provider-County interface.
 - d. Provider will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Provider's failure to timely transmit any payment to County.
 - e. Provider will provide sufficient promotional material to be posted by County.
 - f. Provider, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Provider as soon as is reasonably practicable.
 - g. Provider may contract with a third-party to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. Responsibilities of County.

- a. County will provide Provider with the required bank account information for transmission of an EFT. County agrees to notify Provider, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Provider, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Provider and any incorrect payments.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
- f. Provider will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at County's Service Locations.
- g. County agrees that Provider may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to County. Provider shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Provider in its sole discretion from time to time.

6. Exclusivity. Provider has the exclusive right to provide the subject Services for County at its Service Locations and the exclusive right to collect and receive money handling fees associated with the Services, which fees shall belong to Provider.

7. Refunds/Chargebacks.

- a. The Parties acknowledge that once Provider accepts a transaction submitted to the applicable payment network or otherwise for processing, Provider cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Provider are non-refundable to the individual by Provider. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
- b. In the case of chargebacks or returned funds, Provider will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Provider's sole discretion. Upon written request from Provider, Client agrees to provide requested information needed to pursue the chargeback.

- c. If an individual requests a refund, Provider will not be responsible for making those funds available if they have been already settled to a designated account by Provider or are beyond Provider's control.
- d. If County and sender of funds issue inconsistent instructions or requests to Provider, County's instructions will control and County will reimburse, defend, indemnify and hold Provider harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.



WORD SYSTEMS, LLC

Est. 1977

Remote Technical Services Agreement

This is an agreement (hereafter referred to as the "Agreement") between Word Systems, Inc. (hereafter referred to as "WSI") and the Customer _____ (hereafter referred to as "Customer").

The initial term of this Agreement shall be from the **Start Date** referenced below, through the last day of the _____th full calendar month after the **Start Date** (the "Term" or "Initial Term").

This Agreement is for the items listed on the WSI "Sales Invoice" referenced herein, or the list of attached SN's provided on Attachment A (hereinafter such items collectively referred to as the "Equipment" and "Software" or the "System") and covers the service, support, training, periodic 'minor', or 'patch' software upgrades, parts, and labor for the System during the entire Term of this Agreement.

Start Date: _____

Initial Term of Agreement: _____

Amount due for Initial Term: _____

Annual Amount Due: _____

No refunds shall be given if Customer cancels or terminates this Agreement during the Term. This Agreement shall automatically renew for a one year Term after each prior Term unless either party provides the other party with written notice at least 90 days prior to the end of the current Term. The fee for a one year renewal of this Agreement will automatically be invoiced sixty (60) days prior to the end of each Term for the upcoming successive year at WSI's then current annual rates.

The rates herein may be increased upon renewal of the Term and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous Term. Payment in full is required on or before the first day of each Term.

ARTICLE I

REMOTE TECHNICAL SERVICES

A. SERVICES WSI will provide to Customer remote support as follows:

- 1) Support for Software and Equipment purchased hereunder. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- 2) Repairs will be performed remotely and replacement parts will be furnished, if available, at no charge. The returned defective and/or worn parts WSI replaces become the property of WSI. WSI reserves the right to replace or exchange any defective piece of Equipment with another if WSI determines there is a need to do so, regardless of age or serial number.
- 3) Remote installation of Equipment, or any Software revisions to basic Equipment, that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the Equipment running. This would be considered a 'minor' or 'patch' software upgrade. This does not include a 'major' software upgrade that includes extra features and enhancements that are sold to increase performance or functionality unless Software Assurance has been purchased and outlined.
- 4) Training will be performed remotely between 8 am and 5 pm, Monday through Friday, EST, excluding holidays, unless other arrangements have been agreed upon in writing prior to the State Date.

- 5) Annual health check will be performed remotely within 90 days of customer request. All Systems covered under the Agreement will be audited for proper hardware and software functionality and reviewed for applicable updates. Critical system files will be backed up, and site documents updated. Audit will be performed remotely unless onsite is required, as determined by WSI.
- 6) Technical consultation to support design of expansion and upgrade planning.
- 7) Remote services are to be performed Monday – Friday 8AM – 5PM EST, unless the service is deemed to be for a 'down' system or a high severity call that greatly effects the site.
- 8) In the event of replacement parts or equipment during the course of this agreement, the new items will have a 90 day warranty, or will be covered for the duration of the TSA agreement, whichever is longer in duration.
- 9) Access to available knowledge resources i.e., technical documents, bulletins, webinars, user guides and User Group contact information.

B. ADDITIONAL CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- 1) Labor hours, travel time, and travel expenses for any service that requires on-site intervention by WSI.
- 2) WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment (30 days prior approval required). WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of the WSI supplied computer system. WSI will charge for installation of any system expansions. The Customer agrees not to load any software on the WSI supplied computer without the prior written permission from WSI. WSI will charge for any installation of system expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- 3) Additional onsite training, beyond initial training provided with purchase, will be invoiced at WSI standard hourly rate.
- 4) WSI will charge for any parts or equipment that must be replaced due to cause other than normal wear and tear. Damages caused by accident, abuse, acts of god, operator errors, etc. are chargeable
- 5) New additional equipment or software purchases will result in adjustment of technical services agreement charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the remaining Term of this Agreement
- 6) WSI shall not have any obligations with respect to problems due to any modification of the Equipment or Software by anyone other than WSI, the improper combination of Equipment or Software with other products not provided by WSI, or the use of the Software or Equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 7) WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at WSI's then current rates.
- 8) WSI shall use commercially reasonable efforts to provide the agreed upon technical services. If an identical part or Equipment is not

commercially reasonably available when there is a need for replacement, then WSI may use a compatible, alternate part or equipment. However, should WSI determine that a part or certain equipment of Customer is not commercially reasonably available for repair or replacement of an identical or compatible, alternate part or equipment, due to its age, technology advances in conjunction with Customer's other equipment, services, or compatibility with Customer's systems, then Customer shall be required to purchase a replacement part or equipment in order for WSI to complete the technical services pursuant to this Agreement.

C. EXCLUSIONS WSI does not provide:

- 1) Electrical work, cabling, drilling or carpentry;
- 2) Technical support of equipment not provided by WSI;
- 3) Loaner equipment. Consult account manager for spare/redundant systems;
- 4) Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's 'major' software upgrade, unless Software Assurance has been purchased and outlined.
- 5) Support in resolving network, workstation, database, environmental or other errors not directly related to the Software and Equipment listed in this Agreement;
- 6) Technical support of systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Agreement unless otherwise agreed in writing by WSI and included in this Agreement;
- 7) Any hardware, software or systems supplied to the Customer by a third party, unless specifically included in this Agreement.
- 8) Parts are covered for any system with an installation date of less than 5 years. After 5 years, the system is considered at an age for replacement and parts are no longer covered under this agreement.
- 9) Management of anti-virus or other security applications (see WSI for approved 3rd party applications).

Warranty Exclusion: WSI is providing technical services in lieu of any warranties from manufacturer. To the fullest extent permitted by law, the services herein and the Software and Equipment are provided on an "as is" basis. WSI does not warrant that the Equipment and Software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. **WSI DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE SOFTWARE, EQUIPMENT, AND SYSTEM. WSI DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WORKMANLIKE EFFORTS, NON-INFRINGEMENT OR WARRANTIES ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. In lieu of such warranties, WSI shall provide all of the services stated herein throughout the term.**

ARTICLE II

GENERAL TERMS AND CONDITIONS

A. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the Term.

B. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, hurricanes, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by

power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to insure the Equipment, Software, and System and to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- 1) WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this Agreement or the goods and services provided, even if advised in advance of the possibility.
- 2) Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this Agreement and the goods and services provided shall, for any and all causes and claims, regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by Customer for the particular goods or services involved prior to such claim's accrual under which such damages arose.

C. CUSTOMER RESPONSIBILITY It is the responsibility of the Customer to have trained personnel operating the Equipment who have basic PC knowledge. Additional training is available from WSI for an additional charge as new people are hired to run the Equipment. The Customer shall make the Equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the Equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the Equipment.

D. FORCE MAJEURE If either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of inclement weather, strikes, lockouts, labor troubles, inability to procure material, failure of power, restrictive governmental laws or regulations, riots, insurrection, war or other reason of a like nature not the fault of the party delayed in performing work or doing acts required under this Agreement, the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. Notwithstanding the foregoing, the provisions of this section shall at no time operate to excuse Customer from any obligations for payment when due, and all amounts shall be paid by Customer to WSI when due.

E. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction of the Indiana courts.

F. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

G. EXECUTION AND DELIVERY Each of the persons who has signed this Agreement represents and warrants that he or she has been duly authorized to sign this Agreement by all necessary action on the part of the entity on whose behalf he or she has signed this Agreement. This Agreement may be

executed in one or more counterparts, each of which shall be deemed an original and part of one and the same Agreement. Delivery of an executed copy of this Agreement by facsimile transmission or email shall constitute effective and binding execution and delivery thereof and the signatures thereon shall be deemed to be original signatures for all purposes.

H. Software Release Language A **release** is the distribution of the final version of an application. A **software release** may be either public or private and generally constitutes the initial generation of a new or upgraded application. A **release** is preceded by the distribution of alpha and then beta versions of the software. **Major Release** means a new **release of Software** supported by Supplier that adds features and functionality improving overall Product performance, efficiency and/or usability, and designated by Supplier as a replacement for a Product. **Minor Release**, or point release, or dot release, is an update to existing software. A minor release is normally intended to fix bugs or so small changes or cleanups to software. **Patch releases** are intended for very small changes or bug fixes that do not disrupt the actual software functionality. Version schematic is as follows X.Y.Z (5.4.3) relates to major.minor.patch.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AGREEMENT ON THE DATES SHOWN BELOW. THE UNDERSIGNED

PARTIES AGREE THAT THEY HAVE READ AND THAT THEY UNDERSTAND THE TERMS AND CONDITIONS OF EACH PROVISION OF THIS AGREEMENT AND BY THEIR SIGNATURES ACKNOWLEDGE THAT THEY ARE BOUND TO KNOW THE CONTENTS OF THIS AGREEMENT AND TO PERFORM AS REQUIRED HEREBY.

Word Systems, Inc.

By: Lori Walker
Print Name: _____
Title: _____
Date: _____

Customer

By: _____
Print Name: _____
Title: _____
Date: _____

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RESOLUTION: Authorize a Five (5)-Year Extension of the Inmate Telephone Services Agreement Between Winnebago County and Inmate Calling Solutions LLC

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Winnebago County Sheriffs Department desires to extend the agreement with Inmate Calling Solutions LLC for an additional five (5) years for the purpose of providing telephone services to inmates at the Winnebago County Jail; and

WHEREAS, Schedule A of the Agreement provides that Winnebago County shall be paid a commission of 92% of the gross revenue for all call types generated from the County’s service locations. Additionally, Winnebago County shall be paid a commission of 25% on any service fees collected with respect to Tablet usage and 50% of any services fees collected with respect to Inmate Voicemail services; and

WHEREAS, your undersigned Committee recommends the approval of a five-year extension to the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute the Inmate Telephone Services Agreement between Winnebago County and Inmate Calling Solutions LLC for the provision of telephone services to inmates at the Winnebago County Jail, pursuant to these terms contained within the Agreement (see attached).

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that said Agreement shall run from the date when the Agreement is executed through October 31, 2026.

Respectfully submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **4-1**

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Jonathan D. Doemel
Winnebago County Executive

CONTRACT ROUTING SLIP

*****NEW- Department must complete top portion*****

Provider Name: Inmate Calling Solutions, LLC d/b/a ICSolutions.

****** Contract must be signed by Provider before routing ******

County Department: Winnebago County Sheriff's Office.

Contact person for Department: Captain David Mack . Ext.: 7339.

Return Provider's copy by (check one):

Email to vlaurita@icsolutions.com

Mail to address on contract

Other (describe): _____.

Comments:

_____ _____ _____

*****AFTER COMPLETING SECTION ABOVE, SEND TO PURCHASING WITH THREE COPIES OF THE CONTRACT*****

Purchase Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

Corp Counsel Approved: _____ Date: _____

Returned to Department (Date): _____/_____/_____

**WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT**

RE: Inmate Phone/Tablet Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Inmate Calling Solutions, LLC d/b/a ICSolutions, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS, the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of *Inmate Phone/Tablet Contract*, and

WHEREAS, the PROVIDER whose address is 2200 Danbury Street, San Antonio, TX 78217, is able and willing to provide such services; and

WHEREAS, the parties were parties to that certain Purchase of Services contract dated 10/31/2013, as amended (the "Prior Agreement"); and

WHEREAS, this Agreement replaces and supersedes the Prior Agreement except as expressly stated herein.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the PROVIDER do agree as follows:

1. TERM:

THIS AGREEMENT becomes effective on 11/01/2021 and shall remain in force and effect five for (5) years, or until 10/31/2026. Winnebago County will then have the option of continuing the phone services with the Provider at the same commission and rates for a period of (3) three additional years in one-year increments. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED:** PROVIDER agrees to provide the following:
- services detailed in the bid specifications (RFB) # ; or
 - request for proposals (RFP) #SH04-21 and the response thereto, if any; or
 - request for quotes (RFQ) # , and the response there to, if any; or
 - Schedule A, attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided.

3. **ASSIGNMENT:** PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

4. **TERMINATION:** If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof.

In the event of any change to the rules, laws or regulations governing the services being provided hereunder results in a material adverse economic change for either party (hereinafter referred to as a "Regulatory Change"), then the parties agree to negotiate, in good faith, an amendment that accommodates such Regulatory Change in a manner that is mutually acceptable. If the parties are unable to reach such mutual agreement within 30 days of the Regulatory Change, then either party may terminate this Agreement without penalty.

There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

5. **UNFINISHED WORK:** In the event this Agreement is terminated in a manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data,

products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT: The Provider will follow Option (3) three of the proposal for call cost and commissions**
8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties.

Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.

- 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
- 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.
12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

13. **HOLD HARMLESS**: At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.

14. **INSURANCE**:

A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:

- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
- 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
- 3) **Professional Liability**: (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION ~~INSURANCE ADMINISTRATOR~~ PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under “**Description of Operations.**”

C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as “**Additional Insureds.**”

D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER ~~INSURANCE ADMINISTRATOR~~
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices shall name the contractor and identify the contract project. All of the above coverages, limits, and conditions are required unless waived in writing by the COUNTY’s Safety Insurance Coordinator.

E. The Winnebago County ~~Insurance Coordinator~~ Purchasing Manager must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER ~~INSURANCE ADMINISTRATOR~~
PO BOX 2808
OSHKOSH WI 54903-2808

or email to: jforbesdpetraszak@co.winnebago.wi.us.

Field Code Changed

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.

16. **DISCRIMINATION:** During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap,

national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

17. **AFFIRMATIVE ACTION:** PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER:** PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."
19. **COMPLIANCE INFORMATION:** PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS:** PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.
21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec.

19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.

22. **FORCE MAJEURE.** Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.

23. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:

Mike Kennedy, Vice President Date
Inmate Calling Solutions, LLC
d/b/a ICS Solutions

FOR WINNEBAGO COUNTY:

Jonathan Doemel Date
Winnebago County Executive

Susan T. Ertmer Date
Winnebago County Clerk

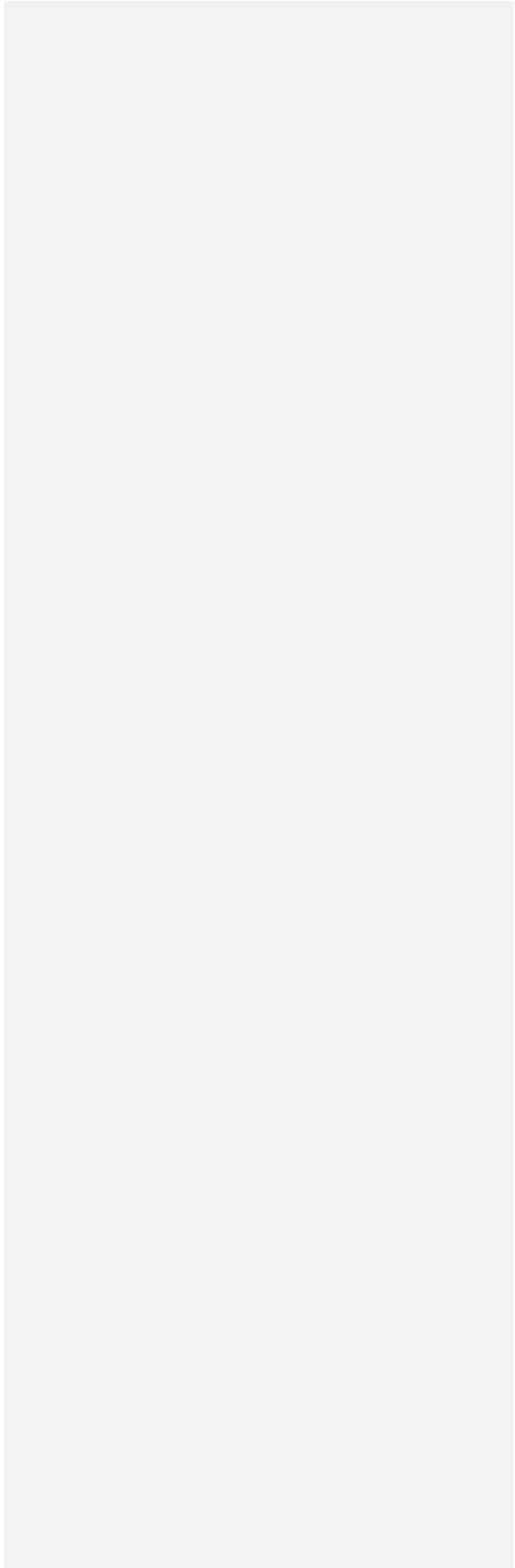
REGISTERED AGENT:

Vince Laurita, Regional Accounting Manager
ICS Solutions

Inmate Calling Solutions, LLC c/o Cogency Global, Inc.
901 South Whitney Way
Madison, WI 53711

**Originally Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

Revised: 06/2021



Schedule A – Technology, Service and Financial Details

EQUIPMENT & FEATURES:

The Enforcer® centralized inmate telecommunications platform, housed in PROVIDER's Atlanta data center and backed up at its data center in San Antonio, together with the following:

- Continued & uninterrupted access to all historical call detail records, call recordings, and inmate voice prints created under the Prior Agreement
- 72 stainless steel inmate telephones for housing areas, booking, and booking counter
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration
- Unlimited Enforcer® user licenses
- Interface to the County's JMS, commissary, and/or banking platforms – *already in place!*
 - Automated inmate ID / PIN updates
 - Inmate Debit calling
 - Electronic commissary ordering + account balance checking
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative / Premium Voice Biometrics Suite

- The VerifierSM pre-call inmate voice verification
- The ImposterSM in-call continuous voice biometrics
- The Word DetectorSM phonetic keyword search tools
- The AnalyzerSM link analysis / data mining tools

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Inmate Tablets

- 200 wireless handheld inmate tablets
- Remote video visitation when docked in a wall mounted station
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through PROVIDER's Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting + appointment request
- Customizable forms
- Law library access
- Commissary ordering
- Education content

- Entertainment content
- Turnkey installation including hardware, software, wireless access points, and charging stations

Casemaker Law Library Subscription

- Accessible via The Bridge 8 tablets
- Simple and complex searching of Federal and State case law, statutes, and administrative law
- Updated daily by experienced legal editors

Lobby Deposit Kiosk

- Can accept payments to phone accounts and/or trust accounts
- Deposit and payments can also be made via mobile app, web, phone, lockbox, kiosks at other facilities, or walk-in retailer
- 800+ kiosks and 48,000+ retailers can accept deposits across the U.S.

CALL RATES & FEES:

The following service rates for all Service Locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.16
Intrastate/IntraLATA	\$0.16
Intrastate/InterLATA	\$0.16
Interstate	\$0.16
International (Debit only)	\$0.75

NOTES: Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

- Payment Processing Fee (Live Agent) \$5.95*
- Payment Processing Fee (IVR, Internet & QwikCall®)..... \$3.00*
- Direct Billing Statement Fee \$2.00*

Other Service Fees (commissionable, see below):

- Tablet entertainment streaming (per minute)..... \$0.05*

Tablet email messaging (per minute)..... \$0.05
 Remote Video Visitation (via the Bridge Tablets)..... Waived
 Inmate Voicemail (per inbound message)..... \$1.00

(All other fees free or waived)

COMMISSIONS:

PROVIDER shall pay to COUNTY a Commission of 92% of the gross call revenue on all calls generated from COUNTY's service locations.

PROVIDER shall also pay to COUNTY a Commission of 25% of any service fees collected with respect to Tablet usage (entertainment streaming and messaging) and 50% of any service fees collected with respect to Inmate Voicemail services.

DEPOSIT SERVICES:

PROVIDER's affiliate, Access Corrections, Inc. ("ACI") shall provide deposit services in accordance with the following schedules. However, PROVIDER shall retain full responsibility therefore. For purposes of this Section, the term "Provider" shall include ACI where the context requires such inclusion:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

Walk-In Service/Fee Charge
\$5.95

\$0.01 - \$900.00

Bail/Bond Fee Structure					
Gross Amount Deposited	Credit/Debit Deposits via Mobile/Web	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk	Credit/Debit deposits via Intake Kiosk
\$ 0.01 - \$1,500.00	7.00%	7.00%	7.00%	7.00%	7.00%
\$ 1,500.01 - \$5,000.00	N/A	N/A	N/A	7.00%	N/A

Terms and Conditions of Deposit Services:

1. Provider will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Provider or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Provider provides the Services in its capacity as a licensed money services business. Provider represents and warrants to County that ACI is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** By executing this Agreement, County authorizes Provider to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
3. **Responsibilities of Provider.**
 - a. Provider will receive payments from the public, directed to recipients by way of the Services.
 - b. Provider will transfer payment files to County on a daily basis. Provider will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Provider, in its sole discretion, reserves the right to delay its acceptance of any transaction that Provider determines to be suspicious and warrants further investigation. County acknowledges and agrees that Provider may terminate/cancel any proposed transaction should Provider determine the transaction is being made for an improper or illegal purpose.
 - c. Provider will provide County with daily payment information by way of the Provider-County interface.
 - d. Provider will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Provider's failure to timely transmit any payment to County.
 - e. Provider will provide sufficient promotional material to be posted by County.
 - f. Provider, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Provider as soon as is reasonably practicable.
 - g. Provider may contract with a third-party to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. Responsibilities of County.

- a. County will provide Provider with the required bank account information for transmission of an EFT. County agrees to notify Provider, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Provider, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Provider and any incorrect payments.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
- f. Provider will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at County's Service Locations.
- g. County agrees that Provider may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to County. Provider shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Provider in its sole discretion from time to time.

6. Exclusivity. Provider has the exclusive right to provide the subject Services for County at its Service Locations and the exclusive right to collect and receive money handling fees associated with the Services, which fees shall belong to Provider.

7. Refunds/Chargebacks.

- a. The Parties acknowledge that once Provider accepts a transaction submitted to the applicable payment network or otherwise for processing, Provider cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Provider are non-refundable to the individual by Provider. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.
- b. In the case of chargebacks or returned funds, Provider will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Provider's sole discretion. Upon written request from Provider, Client agrees to provide requested information needed to pursue the chargeback.

- c. If an individual requests a refund, Provider will not be responsible for making those funds available if they have been already settled to a designated account by Provider or are beyond Provider's control.
- d. If County and sender of funds issue inconsistent instructions or requests to Provider, County's instructions will control and County will reimburse, defend, indemnify and hold Provider harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.

1 223-102021

2 **RESOLUTION: Authorize Winnebago County to Enter into a Two (2) Year Contract with**
3 **Unifirst for the Purpose of Mat and Uniform Rental and Cleaning Services**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Winnebago County is nearing the end of its current agreement for mat and uniform rental and
8 cleaning services; and

9 **WHEREAS**, various quotations were received from companies able to provide these rental and cleaning
10 services; and

11
12 **WHEREAS**, Unifirst was selected as the most favorable vendor to provide these rental and cleaning
13 services.

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes Winnebago County to enter into a 2-year contract with Unifirst to provide mat and uniform rental and
17 cleaning services.

18
19 **Fiscal Note:** Estimated annual cost for all rental and cleaning services is approximately \$16,000. This cost is
20 spread among departments based on their usage of rentals and services. This amount is
21 comparable to what Winnebago County has spent in the past.

22
23
24 Respectfully submitted by:

25 **PERSONNEL AND FINANCE COMMITTEE**

26 Committee Vote: **4-0**

27
28
29 Vote Required for Passage: **Two-Thirds of Membership**

30
31 Approved by the Winnebago County Executive this ____ day of _____, 2021.

32
33 _____
34 Jonathan D. Doemel
35 Winnebago County Executive
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WINNEBAGO COUNTY PURCHASE OF SERVICES AGREEMENT

RE: Uniform and Mat Rentals

THIS AGREEMENT made and entered into this 1st day of November 2021, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Unifirst, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the CONTRACTOR for the purpose of Uniform and Mat Rental and Cleaning Services and

WHEREAS the CONTRACTOR whose address is 1315 Constitution Dr., Neenah WI 54956, is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. **TERM**: The term of this Agreement shall commence as of the 1st day of January, 2022 and shall terminate as of the 31st day of December 2023, unless sooner agreed upon by the parties. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this Agreement.
2. **SERVICE TO BE PROVIDED**: CONTRACTOR agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and the CONTRACTOR's response thereto, if any; and on the attached Schedule A, incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP of responses, proposals, and/or the terms of Schedule A, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling.

3. **ASSIGNMENT**: CONTRACTOR shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications.

4. **TERMINATION**: If, through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this Agreement or, if, the CONTRACTOR shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination if such failure or violation is not remedied within thirty (30) days written notice to CONTRACTOR of such failure or violation.. If COUNTY breaches or terminates this Agreement before the expiration date for any reason (other than for CONTRACTOR's failure or violation described above), COUNTY will pay CONTRACTOR, as liquidated damages and not as a penalty (the parties acknowledging that actual damages would be difficult to calculate with reasonable certainty) an amount equal to 50 percent of the average weekly amounts invoiced in the preceding 26 weeks, multiplied by the number of weeks remaining in the current term. These damages will be in addition to all other obligations or amounts owed by COUNTY to CONTRACTOR as set forth in this Agreement,

5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the CONTRACTOR under this Agreement, excluding any rental merchandise, shall, at the option of the COUNTY, become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off

6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

7. **TERMS OF PAYMENT:** The COUNTY will pay the CONTRACTOR for all the aforementioned work the prices set forth on Schedule A upon satisfactory completion of the work. If COUNTY fails to make timely payment, CONTRACTOR may, at any time and in its sole discretion, terminate this Agreement by giving written notice to COUNTY, whether or not CONTRACTOR has previously strictly enforced COUNTY's obligation to make timely payments.
8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION:**
- A. This Agreement shall be covered by the laws of the State of Wisconsin.
- B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Expedited Rules of the Commercial Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
- 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The successful or substantially prevailing party in any proceeding, including any appeals thereof (as determined by the Arbitrator/court) shall recover all of its costs and expenses including, without limitation, reasonable attorney fees, witness fees and discovery costs, all of which shall be included in and as a part of the judgment or award rendered hereunder.
 - 3) Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.

- 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
-
10. **CONTRACTOR EFFICIENCY**: CONTRACTOR shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
 11. **CONTRACTOR**: CONTRACTOR shall not subcontract any work pursuant to this Agreement without the prior written consent of COUNTY. CONTRACTOR shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to subcontractors for various services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his subcontractors.
 12. **CONTRACTOR**: CONTRACTOR shall comply with any bonding requirements, which may be applicable pursuant to § 779.14(1m), Wis Stats.
 13. **CONTRACTOR**: CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvements or performing any public work pursuant to this Agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to §§ 779.16 and 943.20, Wis Stats.

14. **CONTRACTOR EMPLOYEES:** CONTRACTOR agrees to secure at CONTRACTOR's own expense all personnel necessary to carry out CONTRACTOR's obligations under this Agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.
15. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
16. **HOLD HARMLESS:** At all times during the term of this Agreement, CONTRACTOR agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the CONTRACTOR's negligent acts or omissions or willful misconduct in furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the negligent acts or omissions or willful misconduct of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives. Neither party shall be liable for incidental, special, consequential damages, or punitive damages.
17. **INSURANCE:**
- A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
- 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:

- a) Premises—Operations
- b) Products and Completed Operations
- c) Broad Form Property Damage
- d) Contractual
- e) Personal Injury

If excavating, underground, or collapse is involved, the limits of liability stated above shall be changed to \$2,000,000. If Asbestos is involved, the limits of liability stated above shall be changed to \$5,000,000.

- 3) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage, and shall include coverage for all of the following:

- a) Owned Automobiles
- b) Hired Automobiles
- c) Non-Owned Automobiles

- B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under “**Description of Operations.**”

- C. Such insurance shall include under the **General Liability and Automobile Liability Policies** Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as “**Additional Insureds.**”

- D. CONTRACTOR shall require subcontractors, if applicable, to furnish identical Certificates of Insurance to the Winnebago County Insurance Administrator prior to the contract taking effect.

- E. Such Certificates of Insurance shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices will name the CONTRACTOR and identify the project.

The Winnebago County Insurance Administrator must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808

OSHKOSH WI 54903-2808

or email to: lforbes.

18. **LIMITATION EFFECT ON PAYMENTS BY COUNTY**: In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the CONTRACTOR, and the making of any such payment by the COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of the COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
19. **DISCRIMINATION**: During the term of this Agreement, the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employments, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
20. **AFFIRMATIVE ACTION**: CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and CONTRACTOR has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
21. **EQUAL OPPORTUNITY EMPLOYER**: CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR's behalf, state that CONTRACTOR is an "Equal Opportunity Employer."
22. **COMPLIANCE INFORMATION**: CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and

nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

23. **CONTRACTOR'S LEGAL STATUS:** CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of CONTRACTOR's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. CONTRACTOR shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the CONTRACTOR's legal status.

24. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.

25. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Contractor understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Contractor that are "produced or collected" by the Contractor under this Agreement ("Records"). Contractor is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Contractor acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Contractor is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Contractor's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Contractor must defend and hold County harmless from liability due such breach.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this Agreement and its Schedules as of the day and date first set forth above.

Winnebago County Purchase of Services Agreement

FOR THE CONTRACTOR:

FOR WINNEBAGO COUNTY:

Jon Doemel
Winnebago County Executive

Susan T Ertmer
Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

**Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

lls
Revised: 6/2018

Schedule A

CONTRACTOR will provide the rental garments and/or other items of the type specified in this Agreement (“Merchandise”) and related pickup/delivery and maintenance services (collectively with Merchandise, “Services”) for all of COUNTY’s requirements therefor, at the prices and upon the terms and conditions set forth herein. Additional Services requested by COUNTY, verbally or in writing, will also be covered by this Agreement. All rental Merchandise supplied to COUNTY remains the property of CONTRACTOR.

All items of Merchandise cleaned, finished, inspected, repaired and delivered by CONTRACTOR will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to COUNTY. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to COUNTY, save for any applicable personalization and setup charges.

MERCHANDISE. COUNTY acknowledges and agrees to notify all employees that Merchandise supplied is for general occupational use and, except as expressly specified below, affords no special user protections. COUNTY further acknowledges that: (1) COUNTY has unilaterally and independently determined and selected the nature, style, performance characteristics, number of changes and scope of all Merchandise to be used and the appropriateness of such Merchandise for COUNTY’s specific needs or intended uses; (2) CONTRACTOR does not have any obligation to advise, and has not advised, COUNTY concerning the fitness or suitability of the Merchandise for COUNTY’s intended use; and (3) CONTRACTOR makes no representation, warranty or covenant regarding the performance of the Merchandise (including without limitation Flame Resistant and Visibility Merchandise).

COUNTY agrees to pay CONTRACTOR for all Merchandise that is lost, stolen, damaged or abused beyond repair. As a condition to the termination of this Agreement, for whatever reason, COUNTY will return to CONTRACTOR all standard Merchandise in good and usable condition except for normal wear and tear or pay for same at the replacement charges then in effect.

All terms and conditions of Sourcewell contract# 040920 dated 6/18/20 apply except as specifically addressed herein.

PERFORMANCE GUARANTEE. UNIFIRST GUARANTEES TO DELIVER HIGH-QUALITY SERVICE AT ALL TIMES. All items of Merchandise cleaned, finished, inspected, repaired and delivered by UniFirst will meet or exceed industry standards, or non-conforming items will be replaced by the next scheduled delivery day at no cost to Customer. Items of rental Merchandise requiring replacement due to normal wear and tear will be replaced at no cost to Customer, save for any applicable personalization and setup charges. Customer expressly waives the right to terminate this Agreement during the initial term or any extension thereof for deficiencies in the quality of Services unless: (1) complaints are first made in writing to UniFirst which set forth the precise nature of any deficiencies; (2) UniFirst is afforded at least 60 days to correct any deficiencies complained of; and (3) UniFirst fails to correct those deficiencies complained of within 60 days. In the event Customer complies with the foregoing and UniFirst fails to correct such deficiencies, Customer may terminate this Agreement by written notice to UniFirst, providing that all previous balances due to UniFirst have been paid in full and that all other conditions to terminate have been satisfied. Any delay or interruption of the Services provided for in this Agreement by reason of acts of God, fires, explosions, strikes or other industrial disturbances, or any other cause not within the control of UniFirst, shall not be deemed a breach or violation of this Agreement.

CONTRACTOR will automatically replace garments in need of replacement as a consequence of normal wear and tear while in service at a given location. This replacement will be done at no charge to

Winnebago County Purchase of Services Agreement

COUNTY, though the emblem, garment preparation, and outsize garment charges stated below shall apply.

Existing garments will be exchanged due to an employee's changing size requirements at no cost to COUNTY, though the emblem, garment preparation, and outsize garment charges stated below shall apply

Garment Preparation Charge-	\$.75 per unit
Emblem Fee (as necessary)-	\$1.50 per unit

The above fees are waived for the initial installation of merchandise under this contract.

Oversized Garment charges are as follow but are waived for the initial installation of merchandise under this contract:

Outsize Garment Charges		
Category	Size	Charge
Shirts	Size 2XL – 6XL	\$2.65 each
	Size 7XL and up	\$4.25 each
Men's Pants	Size 44 – 48	\$3.20 each
	Size 50 - 56	\$3.70 each
	Size 58 and up	\$4.25 each
Women's Pants	Size 22 – 28	\$3.20 each
	Size 30 and up	\$3.70 each
Jackets	Size 2XL – 5XL	\$3.90 each
	Size 6XL	\$6.40 each
	Size 7XL and up	\$8.60 each
Coveralls	Size 52 – 58	\$3.90 each
	Size 60 – 64	\$6.40 each
	Size 66 and up	\$8.60 each
Misc.	Size 50 – 56	\$2.90 each
	Size 58 and up	\$3.45 each

DEFE Surcharge Per Weekly Service Invoice

US - \$3.50

DEFE CHARGE. Customer's invoices may include a DEFEE CHARGE that may vary for different customers, to cover all or only portions of certain expenses including:

- D = DELIVERY, or expenses associated with the actual delivery of services and products to customers' places of business, primarily Route Sales Representative commissions, managements salaries, vehicle depreciation, equipment maintenance, insurance, road use charges and local access fees.
- E = ENVIRONMENTAL, or expenses (past, present and future) Company absorbs related to wastewater resting, purification, effluent control, solids disposal, supplies and equipment for pollution controls an energy conservation and overall regulatory compliance.
- F = FUEL, or the gas, diesel fuel, oil and lubricant expenses associated with keeping Company's fleet vehicles on the road and servicing its customers.
- E = ENERGY, primarily the natural gas Company uses to run boilers and gas dryers, plus other local utility charges.

Winnebago County Purchase of Services Agreement

County Departments can add or delete and merchandise covered under this contract at any time. Notwithstanding, a minimum weekly charge equal to 75% of the initial weekly install value applies.

Schedule of prices to follow:

CUSTOMER SERVICE AGREEMENT

COMPANY NAME (Customer) Winnebago County LOC. NO. _____
 ADDRESS 112 Otter Ave, Oshkosh, WI 54901 ROUTE NO. _____
 _____ DATE _____
 PHONE (920) 232-3340 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ISSUE PER PERSON	TOTAL NO. OF CHANGES/PIECES	PRICE PER CHANGE/PIECE	STANDARD/ NON-STANDARD ¹	TOTAL FULL SERVICE	TOTAL VALU-LEASE ²
0102 LS Work Shirt 65/35 Poly/Cotton	\$13.70	1			\$.16	S		
1002 Flat Front Work Pant 65/35	\$19.25	1			\$.22	S		
1506 Permalined Jacket	\$35.12	1			\$.41	S		
3002 Long Sleeve Coverall	\$29.93	1			\$.35	S		
10AI Cargo Pants	\$24.60	1			\$.28	S		
1091 Unifirst Classic Fit Jeans	\$20.40	1			\$.25	S <input type="checkbox"/>		
0101 LS Work Shirt 100% Cotton	\$18.82	1			\$.23	S <input type="checkbox"/>		
						<input type="checkbox"/>		
Not Our Good (NOG) Coveralls Wash					\$2.00	<input type="checkbox"/>		
Not Our Good (NOG) Shirts & Pants					\$1.50	<input type="checkbox"/>		
76GA 3 x 5 Mat	\$68.78	1			\$1.20	S <input type="checkbox"/>		
76GB 4 x 6 Mat	\$105.41	1			\$1.90	S <input type="checkbox"/>		
76GC 3 x 10 Mat	\$139.20	1			\$2.40	S <input type="checkbox"/>		
8023 Shop Rags Bagged	\$.26	1			\$.05	S <input type="checkbox"/>		
Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$.75
Name emblem per piece	\$.45
Company emblem per piece	\$1.50
Direct Embroidery: Wearer name per piece	\$2.50
Company name per piece	\$3.55

OTHER CHARGES	AMOUNT
Non-stock sizes per piece	20%
Special cuts per piece	\$3.00
Restock/Exchange per piece	\$3.00
Automatic Wiper Replacement	2% @ \$.26
Automatic Linen Replacement	2% @ \$.77
DEFE (See description on reverse side)	\$3.50

Winnebago County Purchase of Services Agreement

COMPANY NAME (Customer) Winnebago County LOC. NO. _____

ADDRESS 112 Otter Ave, Oshkosh, WI 54901 ROUTE NO. _____

DATE _____

PHONE (920) 232-3340 SIC/NAICS _____

The undersigned (the "CUSTOMER") orders from UniFirst Corporation and/or UniFirst Holdings, Inc. d.b.a. UniFirst and/or UniFirst Canada LTD. ("UNIFIRST") the rental service(s) at the prices and upon the conditions outlined:

MERCHANDISE SERVICED								
ITEM DESCRIPTION	LOST/ DAMAGED REPLACEMENT CHARGE	SERVICE FREQUENCY	NO. OF PERSONS/ ISSUE PER PERSON	TOTAL NO. OF CHANGES/ PIECES	PRICE PER CHANGE/ PIECE	STANDARD/ NON- STANDARD ¹	TOTAL FULL SERVICE	TOTAL VAL-U-LEASE ²
8324 Dust Mop 24"	\$13.58	1			\$.36	▼		
8336 Dust Mop 36"	\$17.42	1			\$.54	▼		
8348 Dust Mop 48"	\$20.90	1			\$.72	▼		
8360 Dust Mop 60"	\$24.26	1			\$.90	▼		
8116 Wet Mop	\$11.59	1			\$.48	▼		
8581 Terry Cloths	\$.77	1			\$.09	▼		
						▼		
						▼		
76GA 3 x 5 Mat	\$68.78	2			\$ 1.80	▼		
76GB 4 x 6 Mat	\$105.41	2			\$ 2.88	▼		
76GC 3 x 10 Mat	\$139.20	2			\$ 3.60	▼		
						▼		
						▼		
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Minimum weekly charge applies, equal to 75% of the initial weekly install value.								

OTHER CHARGES	AMOUNT
Garment preparation per piece	\$.75
Name emblem per piece	\$.45
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Automatic Wiper Replacement	2% @ \$.26
Automatic Linen Replacement	2% @ \$.77
DEFE (See description on reverse side)	\$3.50

1 224-102021

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RESOLUTION: Approve the Transfer of \$21,470 from the Winnebago County Contingency Reserve Account and Accept a \$15,534 Insurance Settlement to go to the Winnebago County Facilities Department Capital Outlay Account to Replace a Van Substantially Damaged in an Accident

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, one of the Winnebago County Facilities Department vans was involved in an accident; and

WHEREAS, the van sustained extensive damage requiring its replacement; and

WHEREAS, the at fault driver driver's insurance reimbursed the County \$15,534; and

WHEREAS, a replacement vehicle will cost \$37,004.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the transfer of \$21,470 from the Winnebago County Contingency Reserve Account and accepts a \$15,534 insurance settlement to go to the Winnebago County Facilities Departments Capital Outlay account to replace a van substantially damaged in an accident.

Fiscal Impact: The contingency reserve account will be decreased by \$21,470. The current balance in this account is \$287,500.

Respectfully submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Committee Vote: **4-0**

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Jonathan D. Doemel
Winnebago County Executive

1 225-102021

2

3 **RESOLUTION: Approve a Transfer of \$11,437 from the Winnebago County Salary Contingency**
4 **Reserve Account to the County Executive Office's Labor Account to Cover**
5 **Vacation Payout of Wages and Fringe Benefits for a Retired Employee**

6

7

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

9 **WHEREAS**, a retirement within the Winnebago County Executive's office required vacation payout of wages
10 and fringe benefits; and

11 **WHEREAS**, vacation payout is not accounted for in a department's budget as it is an unknown factor.

12

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
14 approves a transfer of \$11,437 from the Winnebago County Salary Contingency Reserve Account to the Winnebago
15 County Executive Office's Labor Account to cover vacation payout for a retired employee.

16

17 **Fiscal Impact:** The Salary Contingency Reserve account will be decreased by \$11,437. The current balance in this
18 account is \$225,512.

19

20 Respectfully submitted by:

21 **PERSONNEL & FINANCE COMMITTEE**

22

23 Committee Vote: **4-0**

24

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

26

27 Approved by the Winnebago County Executive this ____ day of _____, 2021.

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30 _____
31 Jonathan D. Doemel
32 Winnebago County Executive

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2 **RESOLUTION: Amending the Table of Organization for the Winnebago County**
3 **Public Health Department by Adding one Full-Time**
4 **WIC Program Nutritionist - Lead Position**

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

8 **WHEREAS**, the Winnebago County WIC Program Manager retired in October 2020; and

9
10 **WHEREAS**; the WIC Program Manager position was not re-filled by Winnebago County, even though it was
11 included in the 2021 County budget, because the WIC programs operated by Winnebago and Outagamie Counties
12 were being merged, with Outagamie County employing a manager responsible for the combined program; and

13
14 **WHEREAS**, the Winnebago County WIC Program Manager position has been removed from the Table of
15 Organization pursuant to Winnebago County policy due to the length of time it has remained unfilled; and

16
17 **WHEREAS**, a WIC Program Nutritionist – Lead position is needed to provide administrative coordination and
18 oversight over the WIC program staff who remain employed by Winnebago County; and

19
20 **WHEREAS**, no budget transfer is needed for this new position, which is also included in the 2022 Executive
21 Budget, while the replacement of a manager-level position with a lower level position combined with a reduction of
22 0.4 FTE in hours worked by a regular part-time WIC Program Nutritionist will result in a significant cost savings to the
23 combined WIC program;

24
25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the Table of
26 Organization for the Winnebago County Public Health Department is amended, effective immediately, by adding one
27 full-time WIC Program Nutritionist – Lead position.

28
29 Respectfully submitted by:

30 **PERSONNEL AND FINANCE COMMITTEE**

31 Committee Vote: **4 – 0**

32 Respectfully submitted by:

33 **WINNEBAGO COUNTY BOARD OF HEALTH**

34 Committee Vote: **8 – 0**

35
36 Vote Required for Passage: **Majority of Those Present**

37
38 Approved by the Winnebago County Executive this ____ day of _____, 2021.

39
40 _____
41 Jonathan D. Doemel
42 Winnebago County Executive

1 227-102021

2
3 **RESOLUTION: Authorize the Winnebago County Parks Department to Accept a Donation in the**
4 **Amount of \$3,460 to Purchase and Install Two (2) Memorial Benches**

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

7 **WHEREAS**, in following with the Parks Department's Memorial Bench Donation program, two (2) local
8 families have expressed interest in donating \$3,460 (\$1,730 each) towards the purchase and installation of two (2)
9 memorial benches; one will be placed on the WIOUWASH Trail and the other within the Community Park along the
10 trail system; and

11 **WHEREAS**, per standard practice, a short statement provided by the families will be engraved into a bronze
12 plaque that is to be inset into the backrest of the benches.

13
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 authorizes the Winnebago County Parks Department to accept a donation in the amount of \$3,460 to purchase and
16 install two (2) memorial benches.

17
18 **Fiscal Impact:** There is no fiscal impact. The donations will cover the cost of the memorial benches.

19
20 Respectfully submitted by:
21 **PARKS & RECREATION COMMITTEE**

22 Committee Vote: **5-0**

23
24 Respectfully submitted by:
25 **PERSONNEL & FINANCE COMMITTEE**

26 Committee Vote: **4-0**

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

28
29 Approved by the Winnebago County Executive this ____ day of _____, 2021

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31 _____
32 Jonathan D. Doemel
33 Winnebago County Executive
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