

- RESOLUTION NO. 284-032020: Commendation for Debra Klemz
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 285-032020: Authorize the Design Phase of a Capital Project for Park View Health Center's New Ancillary Building to Serve as a Garage, Storage Space, and Training Facility at a Cost of \$50,000, to be Funded by Park View Health Center's Unrestricted Fund Balance
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 286-032020: Authorize the Winnebago County Highway Department to Accept \$830,000 from the Wisconsin Department of Transportation for Additional Work Completed in Fiscal Year 2019, and Appropriate the Funds to Other Operating Expenditure Category
Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 287-032020: Authorize Execution of an Airport Lease Between Janie Gee Aviation Inc and Winnebago County
Submitted by:
AVIATION COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 288-032020: Authorize Winnebago County to Renew a Five (5)-Year Agreement with Winnefox to Participate in a Federated Public Library System Pursuant to §43.15(4)(b), Wis Stats
Submitted by
UNIVERSITY OF WISCONSIN EDUCATION EXTENSION AND AGRICULTURE COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 289-032020: Authorize a Three (3)-Year Rental Agreement Between Winnebago County and the Oshkosh Hmong Service Center to Hold its Annual New Year Celebration Event at the Sunnyview Exposition Center
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 290-032020: Request Authority to Apply for Funds for Maintenance of County-Owned and Leased Snowmobile Trails and Trail Bridge Building and Repair
Submitted by:
PARKS & RECREATION COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 291-032020: Establish Salaries for Elected Officials of Winnebago County
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present

- RESOLUTION NO. 292-032020: Amend the Table of Organization for Park View Health Center to Remove Part-Time Housekeeping Supervision Position and Add Full-Time Environmental Services Supervisor Position
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 293-032020: Amend the Table of Organization for the Winnebago County Department of Human Services by Eliminating One Full-Time Crisis Intervention Manager and Adding One Full-Time Mental Health Crisis Specialist—Lead Position
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 294-032020: Authorize the Public Health Department to Accept a Lead Abatement Grant from the Wisconsin Department of Health Services in the amount of \$600,331, and Appropriate the Funds to Program Expenses
Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 295-032020: Amend the Table of Organization for the Public Health Department by Adding One Full-Time Lead Abatement Project Coordinator Position
Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- ORDINANCE NO. 296-032020: Amend Section 11.11 of the General Code of Winnebago County (Amend Appendix A: Winnebago County Public Health Department 2020-2021 Permit Fee Schedule)
Submitted by:
BOARD OF HEALTH
Vote Required: Majority of Those Present
- ORDINANCE NO. 297-032020: Amend Section 13.09 of the General Code of Winnebago County
Submitted by:
LAND CONSERVATION COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 298-032020: Adopt a New General Fund Balance Policy for Winnebago County
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 299-032020: Authorize Winnebago County to Enter into a Two (2)-Year Agreement with Municipal Services Bureau (MSB) for Credit/Debit Card E-Check Processing and Merchant Services
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 300-032020: Proclaim the Week of April 6-12, 2020, as National Public Health Week in Winnebago County
Submitted by:
MICHAEL NORTON, DISTRICT 20
Vote Required: Majority of Those Present

RESOLUTION NO. 301-032020:

Proclaim the Month of April 2020 as National County Government Month in Winnebago County

Submitted by:

MICHAEL NORTON, District 20

STEPHANIE SPELLMAN, District 10

AARON WOJCIECHOWSKI, District 16

JULIE GORDON, District 17

LARRY LAUTENSCHLAGER, District 19

ANDY BUCK, District 24

THOMAS EGAN, District 33

TOM SNIDER, District 35

Vote Required: Majority of Those Present

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**

**Regular Business Session
February 11, 2020**

**Winnebago County Courthouse
415 Jackson Street
Oshkosh, Wisconsin**

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

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, FEBRUARY 11, 2020**

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

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

The following Supervisors were present: 30 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Nussbaum, Spellman, Albrecht, Gabert, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Singstock, Buck, Powers, Locke, Wise, Youngquist, Farrey, Rasmussen, Egan, Ellis and Snider. Excused: 5 - Binder, Wojciechowski, Finch, Keller and Joas. Vacant: 1.

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

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS and PETITIONS

The following correspondence was presented to the board by Susan Ertmer, County Clerk:

- Card from the family of Supervisor Kenneth Robl
- Zoning Petitions:
 - No. 001 – Howard Wojahn, Town of Winchester; tax parcel no. 028-0768(p); to rezone from A-2 General Agriculture to R-1 Rural Residential was referred to the Planning and Zoning Committee.
 - No. 002 – Larry Schmick, Town of Algoma; tax parcel nos. 002-0211-01, 002-0211-02, 002-0211-02-01 and 002-1426; to rezone from I-2 Heavy Industrial District to I-1 Light Industrial District was referred to the Planning and Zoning Committee.
- Resolutions from Other Counties:
 - Outagamie County – Resolution No. 79-2019-20 – Supports pending legislation that makes various changes and additions to laws pertaining to crimes against people 60 years of age and older was referred to the Legislative Committee.
 - St. Croix County – Resolution No. 4 (2020) – Resolution for Referendum on Question for Fair Maps was referred to the Legislative Committee.
 - Trempealeau County – Resolution Number: 2019-12-09 – Advisory Referendum on Creation of Nonpartisan Procedure for the preparation of Legislative and Congressional Redistricting Plans AND Maps was referred to the Legislative Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Farrey announced there will be a Land Conservation Committee public hearing on Thursday, February 13, 2020 at 9:00 a.m. The public hearing will provide information from the Natural Resources Conservation Service, 590 rules, regarding nutrient management.

Supervisor Wingren reported that the Winnebago County Sheriff's 2019 Annual Report has been posted on the County's website. He felt it was done very well and encouraged Supervisors to take time to read it.

Supervisor Egan commented on the importance of meeting with the Senators and Legislators at the Legislative Committee meetings.

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to approve the proceedings from the January 7, 2020 special orders meeting and the January 21, 2020 county board meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

County Executive Mark Harris spoke in support of the following resolution:

- Resolution No. 273-022020: "Authorize the Winnebago County Human Services Department to Accept Additional Fiscal Year 2020 Funding from the State Department of Children and Families in the Amount of \$890,524 and Appropriate the Funds to the Related Program Expenses".

COUNTY EXECUTIVE'S APPOINTMENTS

Fox Valley Workforce Development Board, Inc.

County Executive, Mark Harris, asked for the Board's approval of his appointment of Dustin Delsman, Business Agent Local 400, 2700 Northridge Drive, Kaukauna to the Fox Valley Workforce Development Board, Inc. Mr. Delsman is

filling the unexpired term of Trevor Martin which will expire June 30, 2021. Motion by Supervisor Konetzke and seconded by Supervisor Snider to approve. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos announced that Supervisors Binder, Wojciechowski, Finch, Keller and Joas are excused from tonight's meeting.

Chairman Ramos reminded board members that the Annual County Board Tour will be held on Monday, May 18, 2020.

ZONING REPORTS AND ORDINANCES

- Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from George Kontos, Revocable Trust, Town of Winneconne, for tax parcel nos. 030-0634, 030-0598, 030-0597, 030-0624 AND 030-0623. Motion by Supervisor Snider and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 02/01/20 – A requested zoning change from B-2 Community Business to R-2 Suburban Residential for tax parcel nos. 030-0634, 030-0598, 030-0597, 030-0624 and 030-0623. Motion by Supervisor Snider and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: February 17, 2020)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 269-022020: Commendation for Patricia Allen

WHEREAS, Patricia Allen has been employed with Park View Health Center for the past 22 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Patricia Allen 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 be and is hereby extended to Patricia Allen 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 Patricia Allen.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 270-022020: Commendation for Linda Kiedrowski

WHEREAS, Linda Kiedrowski has been employed with Park View Health Center for the past 37 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Linda Kiedrowski 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 be and is hereby extended to Linda Kiedrowski 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 Linda Kiedrowski.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 271-022020: Commendation for Mary Zillges

WHEREAS, Mary Zillges has been employed with the Winnebago County Family Court Services Department for the past 25 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Mary Zillges 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 be and is hereby extended to Mary Zillges 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 Mary Zillges.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 272-022020: Authorize a Capital Project for Park View Health Center to Design an Ancillary Building to Serve as a Garage, Storage Space, and Training Facility at a Cost of \$50,000, Funded by Parkview Health Center's Unrestricted Fund Balance

WHEREAS, the new Park View Health Center building plans did not include space for a garage, necessitating vehicles to remain outside and exposed to elements; and

WHEREAS, currently there is no designated training space; a dedicated training space for new employee orientations, current employee trainings, and skills review would be beneficial and allow the facility to institute its own state-approved CNA certification program; and

WHEREAS, the new Park View Health Center building plans reduced storage space resulting in an untenable situation; there are materials and supplies that cannot be kept in the basement storage room due to space constraints; and

WHEREAS, a new ancillary building would provide a training facility, garage, and storage space on the Park View Health Center grounds.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for Park View Health Center to design an ancillary building to serve as a garage, storage space, and training facility at a cost of \$50,000, funded by Park View Health Center's Unrestricted Fund balance.

Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE

This resolution was pulled from the agenda.

RESOLUTION NO. 273-022020: Authorize the Winnebago County Human Services Department to Accept Additional Fiscal Year 2020 Funding from the State Department of Children and Families in the Amount of \$890,524, and Appropriate the Funds to the Related Program Expenses

WHEREAS, the State Department of Children and Families (DCF) included in the fiscal years 2019 – 2021 state budget additional funding intended to be used to reduce out-of-home placement durations, balance workloads in Child Welfare programs, and provide services to families at or closer to home; and

WHEREAS, this funding will be permanently added to each county's base funding moving forward; and

WHEREAS, DCF expects that each year's recurrent funding will be used to reduce placements, balance workloads, and improve local services to support families with mental health and substance abuse issues.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Winnebago County Department of Human Services to accept additional fiscal year 2020 funding from the State Department of Children and Families (DCF) in the amount of \$890,524, and appropriate the funds to related program expenses.

Submitted by:
HUMAN SERVICES BOARD
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton and seconded by Supervisor Lautenschlager to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 274-022020: Amend the Table of Organization for the Winnebago County Department of Human Services to Add One Full-Time Psychotherapist Position, One Full-Time Social Work Specialist Position, and One Full-Time Home Consultant Position

WHEREAS, the State Department of Children and Families (DCF) included additional funding in the fiscal years 2019 – 2021 state budget intended to be used to reduce out-of-home placement durations, balance workloads in Child Welfare programs and provide services to families at or closer to home; and

WHEREAS, this funding will be permanently added to each county's base funding moving forward; and

WHEREAS, DCF expects that each year's recurrent funding will be used to reduce placements, balance workloads, and improve local services to support families with mental health and substance abuse issues; and

WHEREAS, to accomplish these goals it will be necessary to add one full-time Psychotherapist position, one full-time Social Work Specialist position, and one full-time Home Consultant position to the Table of Organization;

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that the Table of Organization for the Winnebago County Department of Human Services is amended by adding one full-time Psychotherapist position, one full-time Social Work Specialist position, and one full-time Home Consultant position.

Submitted by:

HUMAN SERVICES BOARD

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton and seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 275-022020: Amend the Table of Organization for the Winnebago County Child Support Department to Eliminate One Full-Time Paralegal Position and Add one Full-Time Child Support Attorney Position

WHEREAS, the Table of Organization for the Winnebago County Child Support Department for 2020 currently includes one Paralegal position, which has not been filled; and

WHEREAS, an analysis of the needs for legal services in the Child Support Department indicates that a second attorney position is needed, in place of the vacant Paralegal position; and

WHEREAS, this change can be accomplished without the need for any budget transfer in 2020;

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that the Table of Organization for the Winnebago County Child Support Department is amended to eliminate one full-time Paralegal position and add one full-time Child Support Attorney position.

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Wingren and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 276-022020: Authorize a Capital Project for the Winnebago County Parks Department to Purchase a Replacement Front-End Loader at a Cost of \$200,000, Funded with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue

WHEREAS, the Winnebago County Parks Department needs to replace its 2005 JCB front-end loader that is primarily used for post-event horse show clean-up and snow plowing at the Exposition Center; and

WHEREAS, mounting maintenance costs, along with a long list of expected repair work on the equipment, suggests that replacement of the loader would be advisable as it is near or at the end of its service life; and

WHEREAS, peculiarities in the loader's hydraulics are surfacing, raising safety concerns associated with spectators and program participants who are in close proximity to the operating loader, a common circumstance during horse shows.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago County Parks Department to purchase a replacement front-end loader at a cost not to exceed ~~\$225,000~~, \$200,000, and to be funded with bond proceeds.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for the capital project be advanced from the General Fund to be reimbursed from a subsequent bond issue.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke and seconded by Supervisor Lautenschlager to adopt with a correction on Line 19, it should be \$200,000, not \$225,000. CARRIED BY VOICE VOTE.

RESOLUTION NO. 277-022020: Authorize a Five (5)-Year Sponsorship Agreement Between Winnebago County and Vines and Rushes Winery for Exclusive Rights to an Access Point from its Property to the Mascoutin Trail

WHEREAS, Vines and Rushes Winery once again desires to enter into a five (5)-year sponsorship agreement with Winnebago County whereby Vines and Rushes Winery would be the official sponsor of the Mascoutin Trail within Winnebago County and would thereby be provided with exclusive rights to an access point from its property to the Mascoutin Trail; and

WHEREAS, in exchange for Vines and Rushes Winery's financial and material support, Winnebago County will extend certain promotional privileges including the right to post specified advertising-related materials on predetermined Winnebago County Parks properties; and

WHEREAS, in conjunction with this agreement, Vines and Rushes Winery will pay Winnebago County a compensatory sum equal to \$2,100 per year.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter in to a five (5)-year sponsorship agreement, ending December 31, 2024, between Winnebago County and Vines and Rushes Winery affording Vines AND Rushes Winery with exclusive rights from its property to the Mascoutin Trail.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke and seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 278-022020: Authorize a Three (3)-Year Rental Agreement Between Winnebago County and the National Take a Kid Hunting Foundation Inc. to Hold its Oshkosh Gun Show Event at the Sunnyview Exposition Center

WHEREAS, Winnebago County recognizes that the National Take a Kid Hunting Foundation Inc. wishes to obtain the rights to hold its Oshkosh Gun Show event at the Sunnyview Exposition Center for a period of three (3) consecutive years; and

WHEREAS, the National Take a Kid Hunting Foundation Inc. has been a tenant in good standing of the Sunnyview Exposition Center facilities for over twenty (20) years while presenting bi-annual gun show events; and

WHEREAS, the Oshkosh Gun Show presented by The National Take a Kid Hunting Foundation Inc. is open to the public at the Sunnyview Exposition Center facilities; and

WHEREAS, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the Oshkosh Gun Show will bring in the following amounts annually; fiscal year 2021 total use fee \$12,0925, fiscal year 2022 total use fee \$13,063, and fiscal year 2023 total use fee \$13,185; and

WHEREAS, it is in the best interests of Winnebago County to permit the long-range scheduling of such events to allow the promoter to secure necessary agreements with subcontractors; and

WHEREAS, the long-range scheduling of events at the Sunnyview Exposition Center allows Winnebago County staff to efficiently program the Exposition Center in a manner that helps maximize its use and generate revenue.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter in to a three (3)-year rental agreement between Winnebago County and the National Take a Kid Hunting Foundation Inc. allowing the National Take a Kid Hunting Foundation Inc. to hold its Oshkosh Gun Show event at the Sunnyview Exposition Center.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

This resolution was pulled from the agenda.

RESOLUTION NO. 279-022020: Authorize a Five (5)-Year Agreement Between Winnebago County and Radtke Contractors Inc. for Installation and Removal of Boat Landing Seasonal Docks

WHEREAS, the Winnebago County Parks Department requires services that provide for the installation and removal of the County's six (6) seasonal docks; and

WHEREAS, the Winnebago County Parks Department utilizes a removable docking system at its facilities in order to avoid the costly repairs that would otherwise need to be performed on permanent boat landing piers due to ice shove damage; and

WHEREAS, Winnebago County desires to enter into a five (5)-year agreement with Radtke Contractors Inc. for the purpose of installing and removing its six (6) boat landing docks.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter in to a five (5)-year agreement between Winnebago County and Radtke Contractors Inc., at a cost of \$8,150 per year, for the installation and removal of Winnebago County boat landing seasonal docks.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 280-022020: Authorize a Five (5)-Year Agreement Between Winnebago County and Oshkosh Dock and Lift LLC, for Installation, Removal, and Maintenance of Navigation Aids System

WHEREAS, the Winnebago County Parks Department is responsible for placing buoys for recreational boating; and

WHEREAS, the Winnebago County Parks Department recognizes that properly-marked waterways are necessary for safe recreational boating within the Navigation Aids System; and

WHEREAS, the Winnebago County Parks Department desires to enter into a five (5)-year agreement with Oshkosh Dock and Lift LLC. for the purpose of maintaining the Navigation Aids System within Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter in to a five (5)-year agreement between Winnebago County and Oshkosh Dock and Lift LLC, at a cost of approximately \$60,000 per year, for the installation, removal, and maintenance of Winnebago County's navigation aids.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 281-022020: Support 2019 Assembly Bill 33 and 2019 Senate Bill 39 Relating to the Expungement of Criminal and Civil Conviction and Non-Conviction Records

WHEREAS, Wisconsin law allows a conviction to be removed from an offender's circuit court case record through a process known as "expungement"; and

WHEREAS, under current law related to adult criminal court records, a person under the age of 25 at the time he or she commits an offense eligible for expungement may have his or her court record expunged upon successful completion of the sentence if the court determines the individual will benefit from and not be harmed by the expungement; and

WHEREAS, if a court orders expungement, the clerk of circuit courts must do all of the following pursuant to Wisconsin Supreme Court Rule 72.06:

- 1) Remove any paper index and nonfinancial court record and place them in the case file;
- 2) Electronically remove an automated nonfinancial record except the case number;
- 3) Seal the entire case file; and
- 4) Destroy expunged court records in accordance with the court's retention schedule; and

WHEREAS, 2019 Assembly Bill 33 ("AB 33") and 2019 Senate Bill 39 ("SB 39") eliminate the condition that an individual must have been under the age of 25 years old at the time he or she committed an offense to be eligible for expungement; and

WHEREAS, AB 33 and SB 39 also provide that a record of a conviction for violation of Chapters 341 and 348, Wis Stats, offenses primarily consisting of traffic violations, is not eligible for expungement; and

WHEREAS, AB 33 and SB 39 also create a new process for an individual to seek expungement of his or her criminal court record in the county of conviction if at least one year has passed since the individual successfully completed his or her sentence and there are no criminal charges pending against the individual; and

WHEREAS, AB 33 AND SB 39 provide that an individual has successfully completed his or her sentence if the individual has completed any period of incarceration, parole, or extended supervision to which he or she was

sentenced; the individual has paid all fines, costs, fees, surcharges, and restitution assessed and has completed any court-ordered community service; the individual has not been convicted of a subsequent crime; and probation, if imposed, has not been revoked; and

WHEREAS, AB 33 and SB 39 provide a process for notification to be made to the victim of a petition for expungement; and

WHEREAS, AB 33 and SB 39 has a delayed effective date of approximately one year and first applies to any conviction for which sentencing has occurred, but for which the record has not been ordered expunged on the effective date; and

WHEREAS, Winnebago County Board of Supervisors recognizes the passage of AB 33 and SB 39 is likely to have a positive economic impact in Winnebago County by allowing individuals to move beyond their criminal records and assist in meeting area workforce demands.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby supports 2019 Assembly Bill 33 and Senate Bill 39 relating to the expungement of criminal and civil conviction and non-conviction records, and urges the Wisconsin Legislature to pass, and Governor Tony Evers to sign, these bills.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Office of Governor Tony Evers, the Wisconsin Counties Association, all state senators and assembly members representing Winnebago County constituents, and all Wisconsin County Clerks

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Youngquist to adopt. After discussion, Supervisor Smith requested a recorded vote. Vote on Resolution: AYES: 21; NAYES: 7 – Brunn, Smith, Gabert, Konrad, Wingren, Lautenschlager and Wise; ABSTAIN: 2 – Schorse and Rasmussen; ABSENT: 5 – Binder, Wojciechowski, Finch, Keller and Joas; 1 – Vacant. FAILED. Required $\frac{3}{4}$ of full membership to pass.

RESOLUTION NO. 282-022020: Support the Proposed Revisions to NR 151, Wisconsin Administrative Code, Which Will Set Updated Target Performance Standards and Prohibitions to Abate Pollution of Groundwater by Nitrate in Areas of the State with Highly Permeable Soils that are Susceptible to Groundwater Contamination

WHEREAS, good quality groundwater in sufficient quantity is a basic resource that all citizens and businesses in the State of Wisconsin rely upon. Citizens and businesses in Wisconsin and Winnebago County expect state government to monitor and protect the groundwater in Wisconsin in such a way that we may all prosper; and

WHEREAS, nitrate is the most widespread groundwater contaminant in Wisconsin and is especially prevalent in areas with highly permeable soils. Evidence suggests that the statewide standards are insufficient to achieve surface water quality and groundwater standards in areas with highly permeable soils; and

WHEREAS, the NR 151 revision process will allow for local input and give local stakeholders the opportunity to be part of the rulemaking and develop a rule that is designed to protect both surface and groundwater; and

WHEREAS, the County Land and Water Conservation Departments (the lead agency), Public Health Departments, UW Madison-Extension Departments, and County Board Supervisors in the central sands area of Adams, Juneau, Marquette, Portage, Waushara, Wood, and Sauk County have joined together to form the Central Sands Groundwater County Collaborative (CSGCC); and

WHEREAS, because of the unique geographic features found throughout Wisconsin, this six-county collaborative holds that it is necessary to assess the environmental impact and draft water quality standards that are based on a county-by-county/regional basis, recognizing the vulnerability of some geographic features which are highly susceptible to contamination.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby supports performance standards that must include modifications to nutrient management plans; application rates of manure and/or commercial fertilizers; timing of nutrient management application; no spreading on already saturated soils; crop rotations; and implementation of growing crops year round as cover crops which store unused nitrogen in the soil.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Office of Governor Tony Evers, the Wisconsin Counties Association, all state senators and assembly members representing Winnebago County constituents, and all Wisconsin County Clerks.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.
ABSTAIN: 1 – Schorse.

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to adjourn until the March 3, 2020 special orders meeting at 6:00 p.m. The meeting was adjourned at 6:55 p.m.

Submitted by:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held February 11, 2020.

Julie A. Barthels
Winnebago County Deputy Clerk



Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: March 17, 2020
SUBJECT: Appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**

Subject to your approval, I am hereby making the following appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**.

Robert Keller
975 E. County Rd. Z
Oshkosh, WI. 54902

Mr. Keller will be filling the unexpired term of Ken Robl whose term expired April 30, 2020.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
East Central Wisconsin Regional Planning Commission



Winnebago County
Office of the County Executive

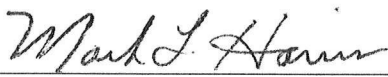
TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: March 17, 2020
SUBJECT: Re-appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**

Subject to your approval, I am hereby making the following re-appointment to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**.

Robert Keller
975 E. County Rd. Z
Oshkosh, WI. 54902

This is a two (2) year term which will expire April 30, 2022.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
East Central Wisconsin Regional Planning Commission

MARK L. HARRIS
County Executive

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



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

Winnebago County
Office of the County Executive

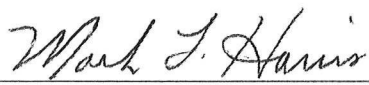
TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: March 17, 2020
SUBJECT: Appointment to the **SOLID WASTE MANAGEMENT BOARD**

Subject to your approval, I am hereby making the following appointment to the **SOLID WASTE MANAGEMENT BOARD**.

Thomas Borchart
948 9th Street
Menasha, WI. 54952

Mr. Borchart will fill the unexpired term of Jerry Finch who resigned. That term expires April 21, 2020.

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



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Solid Waste Management Board

MARK L. HARRIS
County Executive

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



OSHKOSH (920) 232-3450
FOX CITIES (920) 727-2880
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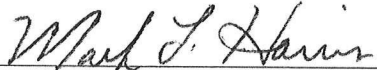
Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: March 17, 2020
SUBJECT: Re-appointment to the **SOLID WASTE MANAGEMENT BOARD**

Subject to your approval, I am hereby making the following re-appointment to the **SOLID WASTE MANAGEMENT BOARD**.

Thomas Borchart
948 9th Street
Menasha, WI. 54952

This is a three (3) year term which will expire April 18, 2023.
Thank you in advance for your favorable consideration of this appointment.



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Solid Waste Management Board

1 283-032020

2 **RESOLUTION: Commendation for Sandra Staerkel**

3

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

5

6 **WHEREAS**, Sandra Staerkel has been employed with the Winnebago County Clerk of Circuit Courts
7 Department for the past 34 years, and during that time has been a most conscientious and devoted County
8 employee; and

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

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

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

18 Respectfully submitted by:

19 **PERSONNEL AND FINANCE COMMITTEE**

20

21 Committee Vote: **3-0**

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

23

24

25 Approved by the Winnebago County Executive this _____ day of _____, 2020.

26

27

28

29

Mark L Harris
Winnebago County Executive

1 284-032020

2 **RESOLUTION: Commendation for Debra Klemz**

3

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

5

6 **WHEREAS**, Debra Klemz has been employed with Park View Health Center for the past 21 years, and
7 during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Debra Klemz 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 be and is hereby extended to Debra Klemz 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 Debra Klemz.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **3-0**

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

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2020.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 **285-032020**

2

3 **RESOLUTION: Authorize the Design Phase of a Capital Project for Park View Health Center’s New**
4 **Ancillary Building to Serve as a Garage, Storage Space, and Training Facility at a**
5 **Cost of \$50,000, to be Funded by Park View Health Center’s Unrestricted Fund**
6 **Balance**

7

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

9 **WHEREAS**, the new Park View Health Center building plans did not include space for a garage,
10 necessitating vehicles to remain outside and exposed to elements; and

11 **WHEREAS**, there is currently no designated training space; a dedicated training space for new employee
12 orientations, current employee trainings, and skill reviews would be beneficial and allow the facility to institute its own
13 state-approved CNA certification program; and

14 **WHEREAS**, storage space was reduced in the new Park View Health Center building plans, and there are
15 materials and supplies that cannot be stored in the basement storage room due to space constraints; and

16 **WHEREAS**, a new ancillary building would provide a training facility, garage, and storage space on the Park
17 View Health Center grounds.

18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 authorizes the design phase of a capital project for Park View Health Center’s new ancillary building to serve as a
21 garage, storage space, and training facility at a cost of \$50,000, funded by transfer of \$50,000 from Park View Health
22 Center’s Unrestricted Fund balance.

23 **Fiscal Impact:** This will decrease Park View Health Center’s Unrestricted Fund balance by \$50,000.

24

25 Respectfully submitted by:

26 Committee Vote: **4-0**

PARK VIEW HEALTH CENTER COMMITTEE

27 Respectfully submitted by:

28 Committee Vote: **4-0**

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

29 Respectfully submitted by:

30 Committee Vote: **4-0**

PERSONNEL & FINANCE COMMITTEE

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

32

33 Approved by the Winnebago County Executive this ____ day of _____, 2020.

34

35

36

37

Mark L Harris
Winnebago County Executive

1 286-032020

2

3 **RESOLUTION: Authorize the Winnebago County Highway Department to Accept \$830,000 from**
4 **the Wisconsin Department of Transportation for Additional Work Completed in**
5 **Fiscal Year 2019, and Appropriate the Funds to Other Operating Expenditure**
6 **Category**

7

8

9

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10 **WHEREAS**, the Wisconsin Department of Transportation contracts with the Winnebago County Highway
11 Department (WisDOT) to fulfill maintenance and construction needs; and

12 **WHEREAS**, the Winnebago County Highway department completed additional work for WisDOT in 2019,
13 which exceeded revenue expectations by \$830,000, and in turn caused professional services to be over budget by
14 the same amount.

15

16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes the Winnebago County Highway Department to accept \$830,000 from the Wisconsin Department of
19 Transportation for additional work completed in Fiscal Year 2019, and appropriate the funds to the Highway
20 Department's Other Operating Expenditure category.

20

21 **Fiscal Impact:** There is no fiscal impact.

22

23

Respectfully submitted by:

HIGHWAY COMMITTEE

24

25 Committee Vote: **3-0**

26

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

27

28 Committee Vote: **3-0**

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

30

31 Approved by the Winnebago County Executive this ____ day of _____, 2020.

32

33

Mark L Harris
Winnebago County Executive

34

35

2 **RESOLUTION: Authorize Execution of an Airport Lease Between Janie Gee Aviation Inc**
3 **and Winnebago County**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Janie Gee Aviation Inc. desires to lease Building I-2 at Wittman Regional Airport for a three (3)-
8 year period, with rent to be established as follows: \$892.67 per month plus sales tax during the first year of the
9 lease; \$892.67 plus sales tax and the year one average Consumer Price Index for all Urban Consumers (CPI-U) rate
10 for the second year of the lease; and the year two monthly rate plus sales tax and the year two CPI-U rate for the
11 third year of the lease; and

12 **WHEREAS**, said lease would be effective from February 1, 2020, through January 31, 2023; and

13 **WHEREAS**, the Aviation Committee believes that said lease is in the best interests of Winnebago County
14 and approved said lease on February 12, 2020.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes a three (3)-year lease agreement between Janie Gee Aviation Inc. for Building I-2 at Wittman Regional
17 Airport pursuant to those terms as stated above.
18

19 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that said lease agreement is
20 incorporated herein by reference and made a part of this Resolution.
21

22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a complete copy of said
23 lease agreement is available upon request from the Wittman Regional Airport Director.
24

25
26
27 Respectfully submitted by:
28 **AVIATION COMMITTEE**

29 Committee Vote: **5-0**
30 Vote Required for Passage: **Majority of Those Present**
31

32 Approved by the Winnebago County Executive this ____ day of _____, 2020.
33

34 _____
35 Mark L Harris
36 Winnebago County Executive

AIRPORT HANGAR LEASE
BETWEEN
WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)
AND
JANIE GEE AVIATION, INC.

THIS AGREEMENT made and entered into this 1st day of February, 2020, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Janie Gee Aviation, Inc., hereinafter referred to as the "LESSEE".

WITNESSETH:

WHEREAS, the LESSOR owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport located in Winnebago County, Wisconsin, and the LESSOR is desirous of leasing to LESSEE certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and

WHEREAS, the LESSEE will operate aircraft subject to Part 91 and other applicable Federal Aviation Regulations and said operations shall not be "for hire", and as said LESSEE desires to lease certain aircraft storage property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to LESSEE, and said LESSEE does hereby hire, take and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. **PREMISES LEASED**

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Unit #2, Building I, 2,500 sq. ft. of interior aircraft storage building space.

2. RENTAL

The operator shall pay to the LESSOR rent for the leased premises hereunder as follows. Hangar Building I-2

- Year 1 - \$892.67 (Plus Sales Tax) per month in the first year of the term
- Year 2 - \$892.67 (Plus Sales Tax) per month, plus the average Consumer Price Index for all Urban Consumers (CPI-U) for the past year in the second year of the term.
- Year 3 - The monthly rental rate in year 2 including the CPI-U for year 1, plus the CPI-U for year 2, in the third term, plus tax

3. RENTAL ESCALATIONS

On every anniversary of the commencement date of this lease, the rent shall be adjusted to include the average Consumer Price Index for all Urban Consumers (CPI-U) for the previous year.

4. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2020 and ending on January 31, 2023.

5. ACCEPTANCE OF PRESENT PREMISES

The LESSEE agrees to accept the land premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

6. ALTERATIONS AND IMPROVEMENTS

The LESSEE shall have the right to make improvements to the leased premises upon receipt of written approval from the LESSOR. Should the LESSEE install approved heating units at the sole expense of the LESSEE, the LESSEE shall have the right to remove or have the option to sell to the next LESSEE the actual heating units installed, provided that all permanent piping and hardware other than the actual units are left intact. All improvements shall be at LESSEE's sole expense. Such approval shall not be unreasonably withheld or delayed.

7. UTILITIES

The LESSEE shall pay for all necessary fuel for the premises leased during the period of his occupancy, and pay for all electricity, water, telephone and other similar type charges for facilities used by said LESSEE. LESSEE shall provide adequate trash removal services to meet his needs.

8. INSURANCE

A. User or Tenant agrees, at its own cost and expense, to furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Courthouse, P.O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or LESSEE and identify the contract.

1. Aircraft Liability - with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.

2. Commercial General Liability Insurance

(non aircraft) - With a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability.

This insurance shall include on the Certificate of Insurance the following coverage:

- a. Premises - Operations
- b. Products and Completed Operations
- c. Broad Form Property Damage
- d. Personal Injury
- e. Errors and Omissions; if applicable

3. Automobile Liability - insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following

coverage:

- a. Owned Automobiles
- b. Hired Automobiles
- c. Non-Owned Automobiles

4. Worker's Compensation - Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.

9 RIGHTS OF LESSEE

The LESSEE shall have:

A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of LESSEE.

B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the LESSEE's operation.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitee, and patrons.

10. MAINTENANCE OF PREMISES LEASED

LESSEE will maintain the leased premises occupied by him in good order, and make such basic repairs and maintenance as are necessary.

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace

the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

11 ASSIGNMENT

LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein.

12 OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. LESSEE agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, 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, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

A. LESSOR agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSEE, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, which the LESSEE, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSOR's acts, errors or omissions, 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, errors or omissions of the Operator, its agencies, boards, commissions, officers, employees or representatives.

D. So long as LESSEE conducts his operation in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

LESSEE agrees that no signs or advertising matter may be erected without the written consent of the LESSOR.

13. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by LESSEE, for his business operation, the rent shall abate and at the LESSEE's option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

14. FIRE AND POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the LESSEE the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to within three feet of the LESSEE's hangar. All of the foregoing services to be at the LESSOR's expense and consistent with airport snow removal priorities.

15. FAILURE TO PAY RENT

Failure on the part of the LESSEE to pay the rent hereunder within thirty (30) days after same shall become due, except as provided in Paragraph 12, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

16. PERSONAL PROPERTY TAXES

The LESSEE shall pay all taxes or assessments that may be levied against the personal property of the LESSEE.

17. BREACH OF CONDITIONS

If the LESSEE shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

18. INSPECTION: LEASED PREMISES AND BOOKS & RECORDS OF LESSEE

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

19. FURTHER DEVELOPMENT

The LESSOR reserves the right to further develop or improve the landing area and any or all other areas at the Airport as it deems proper. Any material change in LESSEE's use or enjoyment of the leased premises or the efficient operation of its business thereon shall require renegotiation of the agreement, or, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

20. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

21. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military or naval use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

22. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent LESSEE from erecting, or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the LESSOR, would limit

the usefulness of the Airport or constitute a hazard to aircraft.

23. SUBORDINATION TO LEASE WITH UNITED STATES

This Lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits LESSEE's use or enjoyment of the leased premises, LESSEE may, at its option and with 90 days written notice to LESSOR, terminate this agreement.

24. LESSEE TO OBEY RULES

The LESSEE shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The LESSEE shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

25. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964

The LESSEE, in the use of the leased premises for himself, her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

LESSEE, in the conduct of its authorized business activities on said demised premises and on said airport, shall furnish good, prompt, and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSEE shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege to engage in, and conduct all business operations authorized under the terms of this Lease, provided, however, that this agreement shall not be construed in any manner to grant the LESSEE, or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those premises leased exclusively to the LESSEE hereunder. (See Exhibit C).

26. COVENANTS TO BE BINDING

The covenants, conditions and terms of this Agreement shall be binding upon the respective parties hereto, and on their heirs, executors, administrators and assigns.

27. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: Lessee 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), the County may be obligated to produce to a third party the records of a Lessee that are "produced or collected" by the Lessee under this Agreement ("Records"). Lessee is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Lessee acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Lessee 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. Lessee's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

WINNEBAGO COUNTY (LESSOR)

By: _____
Mark L. Harris
County Executive

Susan T. Ertmer
County Clerk

(LESSEE) JANIE GEE AVIATION, INC.

By: _____
Paul O. Gehl, President

2 **RESOLUTION: Authorize Winnebago County to Renew a Five (5)-Year Agreement with**
3 **Winnefox to Participate in a Federated Public Library System Pursuant to**
4 **§43.15(4)(b), Wis Stats**

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

8 **WHEREAS**, in accordance with §43.15(4)(b), Wis Stats, Winnebago County may participate in a federated
9 public library system if it does all of the following:

- 10 1. Adopts and maintains the plan of library service submitted and approved under §§43.11(3) and 43.13(1).
- 11 2. Provides the financial support for library services required under §43.15(2).
- 12 3. Enters into a written agreement with the public library system board to participate in the system and its
- 13 activities and to furnish library services to residents of those municipalities in the county not maintaining a public
- 14 library; and

15 **WHEREAS**, the plan of library service for a county . . . (§43.11(3)(c), Wis Stats, shall provide for library
16 services to residents of those municipalities in the county not maintaining a public library under Chapter 43. The
17 services shall include full access to public libraries in the county participating in the public library system (subject to
18 limits provided for in §43.15(4)(c)4, Wis Stats) and the plan shall provide for reimbursement for that access. Services
19 may be provided by contracting with existing public libraries in the county or in adjacent counties or with the public
20 library system or by creating a county library organization under Chapter 43. The plan of library service for a county
21 may provide for improving public library service countywide and in municipalities that have libraries. The plan shall
22 specify the method and level of funding to be provided by the County to implement the services described in the plan,
23 including the reimbursement of public libraries for access by residents of those municipalities in the county not
24 maintaining a public library; and

25 **WHEREAS**, Winnefox has been organized and operates as a federated public library system within the
26 meaning of §43.19, Wis Stats, and

27 **WHEREAS**, pursuant to §43.24(2), Wis Stats, in order to qualify for and maintain its eligibility for state aid,
28 Winnefox must provide:

- 29 a) Written agreements to provide to any resident of the system area the same library services, on the
- 30 same terms, that are provided to the residents of the municipality or county that established the member library,
- 31 except for group programming and remote electronic database access preferences under §43.15(4)(c)4, Wis Stats,
- 32 and to provide for the interlibrary loan of materials among all participating public libraries as evidenced by
- 33 agreements with those libraries.
- 34 b) Backup reference, information and interlibrary loan services from the system resource library,
- 35 including the development of and access to specialized collections, as evidenced by an agreement with that library.
- 36 c) Referral or routing of reference and interlibrary loan requests from libraries within the system to
- 37 libraries within and outside the system.
- 38 d) In-service training for and professional consultation with participating public library personnel and
- 39 trustees.
- 40 e) Electronic delivery of information and physical delivery of library materials to participating libraries.
- 41 f) Service agreements with all adjacent library systems.

- 42 g) Professional consultant services to participating public libraries.
- 43 h) Any other service programs designed to meet the needs of participating public libraries and the
44 residents of the system area, as determined by the public library system board after consultation with participating
45 public libraries.
- 46 i) Promotion and facilitation of library service to users with special needs.
- 47 j) Cooperation and continuous planning with other types of libraries in the system area which results in
48 agreements with those libraries for the appropriate sharing of library resources to benefit the clientele of all libraries
49 in the system.
- 50 k) Planning with the Division and with participating public libraries and other types of libraries in the
51 area in regard to library technology and the sharing of resources. By January 1, 2000, and by every 5th January 1
52 thereafter, the public library system shall submit to the Division a written plan for library technology and the sharing of
53 resources.

54 l) That, if the system reimburses a participating public library for the costs of providing interlibrary
55 borrowing services to an individual who holds a valid borrower's card of another participating public library, the
56 reimbursement shall not exceed the actual costs incurred by the public library in providing such services. The
57 department shall promulgate rules defining "actual costs" for the purposes of this paragraph; and

58 **WHEREAS**, it is in the best interest of Winnebago County to contract with Winnefox to provide for the
59 extension and development of library services described in the Long-Range Plan of Library Service, hereinafter
60 called the Plan, which is part and parcel to the attached Agreement as Appendix A, and which is incorporated herein
61 by reference and made a part of this resolution.

62 **NOW, THEREFORE, BE IS RESOLVED** by the Winnebago County Board of Supervisors that it hereby
63 authorizes the Winnefox Library System to negotiate and execute such Agreements as are necessary to implement
64 the Plan for the calendar year 2020 and each subsequent year of the Plan's life, and to exercise such powers and
65 duties afforded Winnefox under Chapter 43, Wis Stats.

66 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the Agreement with
67 attached Appendix A (Long-Range Plan of Library Service 2020-2024), is attached hereto, incorporated herein by
68 reference, and made a part of this Resolution.

69 **BE IT FURTHER RESOLVED** that this Agreement shall be effective from January 1, 2020, through
70 December 31, 2024.

71 **BE IT FURTHER RESOLVED** that this Agreement may be amended by mutual agreement of both parties.

72 Respectfully submitted by:
73 **UNIVERSITY OF WISCONSIN EDUCATION EXTENSION
74 AND AGRICULTURE COMMITTEE**

75 Committee Vote: **4-0**

76 Respectfully submitted by:
77 **PERSONNEL AND FINANCE COMMITTEE**

78 Committee Vote: **3-0**

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

80

86 Approved by the Winnebago County Executive this ____ day of _____, 2020.

87

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Mark L Harris
Winnebago County Executive

A G R E E M E N T

THIS AGREEMENT is by and between Winnebago County, a State of Wisconsin Municipal Corporation, hereinafter called "COUNTY," and the Winnefox Library System, a public library system organized in accordance with Chapter 43 of the Wisconsin Statutes, hereinafter called "WINNEFOX."

W I T N E S S E T H

WHEREAS, in accordance with Wisconsin Statutes, Section 43.15(4)(b), the County may participate in a federated public library system if it does all of the following:

1. Adopts and maintains the plan of library service submitted and approved under ss. 43.11 and 43.13(1).
2. Provides the financial support for library services required under ss. 43.15(2) and 43.12.
3. Enters into a written agreement with the public library system board to participate in the system and its activities and to furnish library services to residents of those municipalities in the county not maintaining a public library, and

WHEREAS, the plan of library service for a county . . . (43.11[3][c]) shall provide for library services to residents of those municipalities in the county not maintaining a public library under Chapter 43. The services shall include full access to public libraries in the county participating in the public library system (subject to limits provided for in 43.15(4)(c)4. Wisconsin Statutes) and the plan shall provide for reimbursement for that access. Services may be provided by contracting with existing public libraries in the county or in adjacent counties or with the public library system or by creating a county library organization under Chapter 43. The plan of library service for a county may provide for improving public library service countywide and in municipalities that have libraries. The plan shall specify the method and level of funding to be provided by the County to implement the services described in the plan, including the reimbursement of public libraries for access by residents of those municipalities in the county not maintaining a public library.

WHEREAS, Winnefox has been organized and operates as a federated public library system within the meaning of Section 43.19 Wisconsin Statutes, and

WHEREAS, Winnefox, pursuant to Section 43.24(2) Wisconsin Statutes, must, in order to qualify for and maintain its eligibility for state aid, provide:

- a) Written agreements to provide, to any resident of the system area, the same library services, on the same terms, that are provided to the residents of the municipality or county that established the member library, except for group programming and remote electronic database access preferences under s. 43.15(4)(c)4., and to provide for the

interlibrary loan of materials among all participating public libraries as evidenced by agreements with those libraries.

- b) Backup reference, information and interlibrary loan services from the system resource library, including the development of and access to specialized collections, as evidenced by an agreement with that library.
- c) Referral or routing of reference and interlibrary loan requests from libraries within the system to libraries within and outside the system.
- d) In-service training for and professional consultation with participating public library personnel and trustees.
- e) Electronic delivery of information and physical delivery of library materials to participating libraries.
- f) Service agreements with all adjacent library systems.
- g) Professional consultant services to participating public libraries.
- h) Any other service programs designed to meet the needs of participating public libraries and the residents of the system area, as determined by the public library system board after consultation with participating public libraries.
- i) Promotion and facilitation of library service to users with special needs.
- j) Cooperation and continuous planning with other types of libraries in the system area which results in agreements with those libraries for the appropriate sharing of library resources to benefit the clientele of all libraries in the system.
- k) Planning with the Division and with participating public libraries and other types of libraries in the area in regard to library technology and the sharing of resources. By January 1, 2000, and by every 5th January 1 thereafter, the public library system shall submit to the Division a written plan for library technology and the sharing of resources.
- l) That, if the system reimburses a participating public library for the costs of providing interlibrary borrowing services to an individual who holds a valid borrower's card of another participating public library, the reimbursement shall not exceed the actual costs incurred by the public library in providing such services. The department shall promulgate rules defining "actual costs" for the purposes of this paragraph.

WHEREAS, it is in the best interest of Winnebago County to contract with Winnefox to provide for the extension and development of library services described in the Long Range Plan of Library Service, hereinafter called the Plan, which is incorporated hereto as Appendix A.

NOW IT IS HEREBY AGREED as follows:

1. The Winnebago County Board of Supervisors authorizes the Winnefox Library System to negotiate and execute such Agreements as are necessary to implement the Plan attached hereto for the calendar year 2020 and each subsequent year for the plan's life and to exercise such powers and duties afforded Winnefox under Chapter 43, Wisconsin Statutes.

2. The County agrees to participate in the Winnefox Library System and its activities.

3. The County agrees that all of the public libraries in Winnebago County should be compensated for serving Winnebago County residents living outside municipalities that maintain libraries. Accordingly, the Winnebago County Library Advisory Committee, composed of the Directors of the libraries in Winnebago County, shall present an annual funding request based on this formula:
 - i. Determine each library's percentage of nonresident County circulation:
As of each December 31, the Appleton, Menasha, Neenah, Omro, Oshkosh, and Winneconne public libraries shall determine what proportion of their total circulation is to residents of Winnebago County living outside of the respective municipalities and excluding circulation (or borrowers) from other counties or library systems or paying borrowers.

 - ii. Calculate the County's share of each library's operational budget: The percentage of nonresident County circulation (or borrowers) for each library shall be multiplied by the operational budget of each library for the year prior to the service year of the Agreement, provided that the library has determined to request reimbursement from the County. The operational budget will be the budget raised from city and county funds only and will not include funds generated from fines, fees, grants, donations or the like. The County will therefore not be charged a percentage of grant, fine or similar types of revenue.

 - iii. Calculate the County's share of major library facility improvements:
 1. The percentage of nonresident County circulation (or borrowers) for each library shall be multiplied by the amortized facility improvement cost for the year prior to the service year of the Agreement, provided that the library has determined to request reimbursement from the County.

 2. Major facility improvements shall be defined as new buildings or major remodeling and expansion of library space. The debt retirement for these projects shall be amortized over at least 20 years, and that amount must be larger than 5% of the current library operating budget (in the year of initial billing to the County).

3. These costs may include any and all expenses associated with projects, including property acquisition, financing costs, etc. but not to include costs paid with privately donated funds, federal and/or state grants.
 4. Appleton Public Library shall be excluded from these provisions.
 - iv. The sum of the amounts requested by the Appleton, Neenah, Menasha, Omro, Oshkosh, and Winneconne libraries shall constitute the total County library appropriation requested by Winnefox from Winnebago County.
 - v. The County recognizes the fairness and equity embodied within the funding formula and intends to continue to sustain the goal of full formula funding.
4. The methodology for determining the allocations from Winnefox to the participating libraries shall be as follows;
 - i. In the event of full funding by Winnebago County, each public library shall receive full reimbursement (both operational and facility funding) for nonresident County use based on the method outlined in 3 above.
 - ii. In the event of less than full funding, each public library shall first receive its proportional share of the total operational fund request (3.i-3.ii, above). Each library requesting facility funding (3.iii.,above) shall then receive its proportional share of the remainder of the County appropriation, if any
 5. The County shall be entitled to membership on the library boards of the participating libraries as provided in sec. 43.60(3), Wis. Stats. Appointment of County members of the library boards shall be made by the Winnebago County Executive subject to confirmation by the Winnebago County Board of Supervisors.
 6. The County designates the UW Education, Extension & Agriculture Committee and the Winnebago County Librarian Advisory Committee as the Winnebago County Library Planning Committee.
 7. It is the responsibility of Winnebago County, under Wisconsin Statutes 43.12(1), to compensate municipal public libraries in adjacent counties for use made of them by county residents who have no local public library services. Winnefox will work with neighboring public library systems to coordinate reporting and implementation of this requirement.
 8. An audit of borrower registration records of the participating libraries shall be conducted at least once every five years (beginning in 2003) for the purpose of ascertaining that the registration procedures for borrowers are applied equitably to both city and township residents and that the borrower/circulation percentage

figures described in the Plan are accurate. A process will be developed and agreed to by the County Executive, Winnefox Library System Director and the library directors. The cost of the audit will be included in the 2023 funding request. This section cannot violate provisions of sec. 43.30, Wis. Stats., Public Library Records which relates to the confidentiality of library records.

9. The parties further agree to work cooperatively to improve public library service to county residents.
10. Winnefox agrees to provide such financial or operational reports of its activities as the County deems appropriate and desirable.
11. Winnefox will present a request for a County library appropriation in accordance with the County's budgeting procedures and, in accordance with 43.12 (2), will provide the County Clerk with the necessary circulation statistics. Terms of compensation will be covered under terms of this Agreement and Winnefox will distribute any such funds to the participating libraries on the basis of this and Member Library Agreements.
12. The term of this Agreement shall be (5) years effective 1/1/2020. This Agreement may be amended by mutual agreement of both parties.

APPENDIX A: Long-Range Plan of Library Service - Winnebago County 2020 - 2024

WINNEBAGO COUNTY, a State of Wisconsin
Municipal Corporation, ("COUNTY")

Mark Harris, Winnebago County Executive

Date:

Susan Ertmer, Winnebago County Clerk

Date:

WINNEFOX LIBRARY SYSTEM
("WINNEFOX")

Jerry Letcher, Winnefox System Board President

Date:

Jeff Gilderson-Duwe, Winnefox System Director

Date:

**Winnebago County
Long Range Plan of Library Service 2020 – 2024**

Statements of Principle:

1. The people of Winnebago County should have convenient access to all library services being provided by all county municipal libraries within the county on the same terms as local municipal residents supporting such libraries. The people should be free to use any or all libraries at their discretion.
2. Nothing in the county plan of service or the formula for reimbursement should inhibit the ability of the libraries to aggressively promote the use of libraries by all county residents.
3. The participating libraries recognize a responsibility to provide library services in the most cost effective manner. Each library will initiate or continue a planning process, including shared automation projects and cooperative access, in order to provide the most needed services in the most cost-effective way.
4. The participating libraries recognize that they have a responsibility and an important role to play in providing programs which foster early childhood learning and family literacy.
5. Residents of those municipalities with libraries should be assured access to the other libraries in Winnebago County.
6. Residents of Winnebago County should have access to the resources of other libraries within the Winnefox Library System. It is the responsibility of the County to reimburse libraries in adjacent counties for that service. (Wis. Stat. 43.12).
7. Residents of the Winnefox Library System should have access to the resources of other libraries outside of the Winnefox Library System. It the responsibility of the County to reimburse libraries in adjacent counties for that service. (Wis. Stat. 43.12).

Library Service Priorities 2020 through 2024:

Residents of Winnebago County enjoy the opportunity of receiving service from five unique libraries located within the county. The priorities and activities listed below are examples of priorities found in individual plans and policies and will be undertaken by one or more libraries.

- I. Winnebago Libraries will play a lead role in providing access to information technology to all citizens of the county and promoting information literacy.

Activities:

- a. Continue to make information available online as well as in libraries

- II. Libraries in Winnebago County will continue to consider services to children and families to be of primary importance.

Activities:

- a. Promote shared resources of the county and system to schools and students to support teaching and homework needs and education.
- b. Promoting family literacy by designing programs for children to take part in with their families.
- c. Increase the number of programs and incorporate learning activities into program
- d. Expand library hours to accommodate needs of teens after school especially those at risk.
- e. Plan joint activities with other organizations working with youth and children.

- III. Libraries in Winnebago County will be a center of community life for all citizens of Winnebago County.

Activities:

- a. Promote employment resources, such as the State Job Search, in the library. Assist people in using the services.
- b. Keep information resources up to date.
- c. Promote diverse activities for a variety of age groups such as educational games for young, information about the community for businesses, etc.
- d. Provide space for groups to meet.

- IV. County libraries will take a lead role in literacy in the county including to those for whom English is a second language.

Activities:

- a. Work with groups representing new immigrants, headstart, family first, etc., to support mutual efforts to assist new arrivals in learning English.
- b. Work with literacy organizations to provide learning material for adult new readers in the county.
- c. County libraries will provide alternative information formats, such as audiobooks and adult easy readers for those with low reading/literacy skills.

- V. Winnebago libraries will work closely with local schools and families that home school their children as partners in the educational process.

Activities:

- a. Provide access to online resources
- b. Provide links from library web pages to resources addressing home schooling needs.
- c. Provide interlibrary loan of learning materials.

- VI. County libraries will be proactive in meeting changing needs within the county.

Activities:

- a. County library directors (Library Advisory Committee or LAC) will continue to meet as a group on a regular basis to discuss common needs and services.
- b. The Winnebago LAC will meet with the Winnebago County University of Wisconsin Education, Extension, & Agriculture Committee to discuss library issues and solicit the views of the Committee.
- c. The Winnebago LAC will provide representation to Winnefox Library System working on developing specific services such as electronic information, special needs, or services to children.
- d. Look for opportunities for cooperation with other county agencies and community groups.

- VII. Libraries within Winnebago County will facilitate lifelong learning for all residents of the county.

Activities:

- a. Provide resources for life skills for those wanting to improve or refresh basic education provided in school.
- b. Provide ready reference and other resources to satisfy immediate information needs.
- c. Support curriculum needs of distance education learners by connecting the customer to information and services provided by other libraries.
- d. Library staff will serve as proctors for exams as necessary.

Evaluation

Each year, prior to annual funding requests, County Libraries will present a report to the Winnebago County UW Education, Extension & Agriculture Committee and County Board detailing progress on service priorities listed above. The committee will be provided with appropriate statistics, and other information, to assess the effectiveness of county libraries.

2

3 **RESOLUTION: Authorize a Three (3)-Year Rental Agreement Between Winnebago County and the**
4 **Oshkosh Hmong Service Center to Hold its Annual New Year Celebration Event at**
5 **the Sunnyview Exposition Center**

6

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

8 **WHEREAS**, the Winnebago County Parks Department recognizes that the Oshkosh Hmong Service Center
9 wishes to obtain the rights to hold its annual New Year Celebration event at the Sunnyview Exposition Center for a
10 period of three (3) consecutive years; and

11 **WHEREAS**, the Oshkosh Hmong Service Center has been a tenant in good standing of the Sunnyview
12 Exposition Center facilities for over fifteen (15) years while presenting their annual events; and

13 **WHEREAS**, the New Year Celebration presented by the Oshkosh Hmong Service Center is open to the
14 public; and

15 **WHEREAS**, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the New Year
16 Celebration event will bring in the following amounts annually for use fees: \$2,707 for fiscal year 2020, \$2,555 for
17 fiscal year 2021, and \$2,575 for fiscal year 2022, and;

18 **WHEREAS**, it is in the best interests of Winnebago County to permit the long-range scheduling of such
19 events to allow the promoter to secure necessary agreements with subcontractors; and

20 **WHEREAS**, the long-range scheduling of events at the Sunnyview Exposition Center allows County staff to
21 efficiently program the expo in a manner that helps maximize its use and generate revenue.

22

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes that the Winnebago County Executive and Winnebago County Clerk to enter in to an agreement between
25 Winnebago County and the Oshkosh Hmong Service Center to hold its annual New Year Celebration Event at the
26 Sunnyview Exposition Center.

27

28 **Fiscal Impact:** Revenues to be received over the 3-year term of the contract are \$7,837. Approximate overhead
29 costs, excluding administrative expenses and depreciation on equipment/buildings/grounds, are
30 \$2,412. Estimated net revenue over the 3-year term of the contract is \$5,425.

31

32 Respectfully submitted by:
33 **PARKS AND RECREATION COMMITTEE**

34 Committee Vote: **4-0**

35 Respectfully submitted by:
36 **PERSONNEL & FINANCE COMMITTEE**

37 Committee Vote: **3-0**

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

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2020.

41

42 _____
43 Mark L Harris
44 Winnebago County Executive

1 290-032020

2 **RESOLUTION: Request Authority to Apply for Funds for Maintenance of County-Owned**
3 **and Leased Snowmobile Trails and Trail Bridge Building and Repair**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, Winnebago County is interested in maintaining County-owned and leased lands for public
8 snowmobile trail use; and

9 **WHEREAS**, funds are available for snowmobile trail maintenance as well as snowmobile trail bridge building
10 and repair through the Department of Natural Resources pursuant to §23.09(26), Wis Stats; and

11 **WHEREAS**, in order to participate in this project, it is necessary that the Winnebago County Board of
12 Supervisors authorize the Winnebago County Executive and Winnebago County Clerk to submit an application for
13 said funds.

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes the Winnebago County Executive and the Winnebago County Clerk to submit an application on behalf of
17 Winnebago County to the State of Wisconsin Department of Natural Resources pursuant to §23.09(26), Wis Stats,
18 for any financial aid that may be available for public snowmobile trail maintenance as well as snowmobile trail bridge
19 building and repair in Winnebago County.

20
21 Respectfully submitted by:

22 **PARKS AND RECREATION COMMITTEE**

23 Committee Vote: **4-0**

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

25
26 Approved by the Winnebago County Executive this ____ day of _____, 2020.

27
28 _____
29 Mark L Harris
30 Winnebago County Executive

2 **RESOLUTION: Establish Salaries for Elected Officials of Winnebago County**

3
4
5

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

7 **WHEREAS**, the next four-year term of office for elected officials, specifically, the Winnebago County Clerk,
8 Winnebago County Treasurer, and Winnebago County Register of Deeds, will begin in January 2021; and

9 **WHEREAS**, §59.22, Wis Stats, requires that any changes in the compensation for these elected positions
10 must be adopted by the County Board of Supervisors earlier than the first date for filing nomination papers for the
11 upcoming term, which in this case is April 15, 2020; and

12 **WHEREAS**, reasonable salaries are necessary to attract well-qualified candidates to these full-time elected
13 positions.

14
15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes that the annual salary rates for the following elected officials of Winnebago County for the term
17 commencing after January 1, 2021, shall be as follows:

	Annual Salary	Annual Salary	Annual Salary	Annual Salary
	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
20 County Clerk	\$ 79,682	\$ 81,276	\$ 82,902	\$ 84,560
22 Register of Deeds	\$ 79,682	\$ 81,276	\$ 82,902	\$ 84,560
23 Treasurer	\$ 79,682	\$ 81,276	\$ 82,902	\$ 84,560

24

25 **BE IT FURTHER RESOLVED** that the above-named officers be provided with Winnebago County health,
26 dental, life, and long-term disability insurance benefits at the same level and on the same terms and conditions as
27 are provided to the County’s appointed department heads, including any modifications which may be made from time
28 to time during the office holders’ terms, and that the officers participate in the Wisconsin Retirement System on the
29 same terms as apply to other elected officials.

30
31 **BE IT FURTHER RESOLVED** that funds to cover the cost of this action shall be included as part of the
32 annual budgets for the respective years.

33 **Fiscal Note:** Labor cost increases over each preceding year for the three offices combined are estimated as:

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
36 Wage Cost	\$7,686	\$4,782	\$4,878	\$4,979
37 Fringe Benefit Cost	<u>\$1,193</u>	<u>\$ 742</u>	<u>\$ 757</u>	<u>\$ 772</u>
39 Total.....	\$8,879	\$5,524	\$5,635	\$5,746
41 Increase Over Previous Year.....	3.32%	2.0%	2.0%	2.0%

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Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2020.

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Amend the Table of Organization for Park View Health Center to Remove**
3 **Part-Time Housekeeping Supervision Position and Add Full-Time**
4 **Environmental Services Supervisor Position**
5

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

7 **WHEREAS**, the current Table of Organization for Park View Health Center includes one part-time (.8 of full-
8 time equivalent) Housekeeping Supervisor position, which provides supervision to housekeeping staff, and which will
9 become vacant in April 2020; and

10 **WHEREAS**, based on a review of the management responsibilities of this position, it is preferable to change
11 this position to a full-time Environmental Services Supervisor position and add responsibilities to include overall
12 coordination of building maintenance and serve as a main point of contact with the Facilities and Property Management
13 Department, to this position’s job description; and

14 **WHEREAS**, the proposed change in the Table of Organization for Park View Health Center will not require
15 any change in the budget, as a recent retirement of a long-term employee and other personnel changes have created
16 sufficient funds to absorb the extra hours of a full-time position.

17
18 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby
19 amends the Table of Organization for Park View Health Center by deleting one .8 part-time Housekeeping Supervisor
20 position and adding one full-time Environmental Services Supervisor position.

21
22 **BE IT FURTHER RESOLVED** that this change in position shall become effective on April 15, 2020.

23
24 **Fiscal Note:** No budget transfer is necessary.

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

28 Committee Vote: **3-0**
29 Vote Requirement for Passage: **Majority of Those Present**
30
31

32 Approved by the Winnebago County Executive this ____ day of _____, 2020.

33
34 _____
35 Mark L Harris
36 Winnebago County Executive

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County Department**
3 **of Human Services by Eliminating One Full-Time Crisis Intervention**
4 **Manager and Adding One Full-Time Mental Health Crisis Specialist—**
5 **Lead Position**

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

9 **WHEREAS**, the Winnebago County Department of Human Services has been redesigning its mental health
10 crisis services array to promote greater efficiencies and to improve decision-making processes and responsibility,
11 seeking the most efficient way to supervise the day, night, mobile, telephone, and residential staff in a 24-hour, seven
12 days a week, operation; and

13 **WHEREAS**, efforts to date have included adding one Crisis Center Supervisor position, resulting in one
14 supervisor generally covering the first shift and the other supervisor generally covering the second shift, with
15 responsibility for night and weekend operations divided between the two supervisors. Additionally, the two residential
16 facilities have been combined into one community-based residential facility; and

17 **WHEREAS**, the Crisis Intervention Manager position, which was responsible for oversight of the two
18 supervisor positions and overall management of the crisis services operation, is now vacant; and

19 **WHEREAS**, oversight of mental health crisis services can be provided more efficiently by assigning the
20 responsibilities previously performed by the Crisis Intervention Manager to the two Crisis Center Supervisors, with
21 some of the supervisors' current responsibilities being shifted to a new Mental Health Crisis Specialist – Lead
22 position, which will take on day-to-day administrative duties, focusing on logistics and scheduling for residential
23 services;

24
25 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors, that the Table of
26 Organization for the Winnebago County Department of Human Services' Behavioral Health Services Division, is
27 amended by eliminating one full-time Crisis Intervention Manager position and adding one full-time Mental Health
28 Crisis Specialist—Lead position.

29
30 **Fiscal Note:** No budget transfer is required. The labor costs for the new position are expected to be less than costs
31 for the position that is being eliminated.

32
33 Respectfully submitted by:
34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **3-0**
36 Vote Required for Passage: **Majority of Those Present**

37
38 Approved by the Winnebago County Executive this ____ day of _____, 2020.

39
40
41 _____
42 Mark L Harris
Winnebago County Executive

1 **294-032020**

2

3 **RESOLUTION: Authorize the Public Health Department to Accept a Lead Abatement Grant from**
4 **the Wisconsin Department of Health Services in the amount of \$600,331, and**
5 **Appropriate the Funds to Program Expenses**

6

7

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

9 **WHEREAS**, the Winnebago County Public Health Department received a Lead Abatement grant from the
10 Wisconsin Department of Health Services; and

11 **WHEREAS**, the Lead Abatement grant helps to train local contractors to perform home remodeling and lead
12 abatement in a lead safe manner and helps pay for lead abatement in homes where lower income families with
13 children reside; and

14 **WHEREAS**, the total funds from these other grants exceed the totals included in the 2020 Budget, and at the
15 time the 2020 Budget was prepared, the amounts of these funds were estimated as the amounts were unknown; and

16 **WHEREAS**, accepting the additional funding and applying the funds to program expenses would be
17 beneficial to the residents of Winnebago County.

18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 authorizes the Winnebago County Public Health Department to accept a Lead Abatement grant in the amount of
21 \$600,331 and appropriate the funds to program expenses in order to meet the grant programs' objectives.

22

23 Respectfully submitted by:

24 **BOARD OF HEALTH**

25 Committee Vote: **5-0**

26 Respectfully submitted by:

27 **PERSONNEL AND FINANCE COMMITTEE**

28 Committee Vote: **3-0**

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

30

31 Approved by the Winnebago County Executive this ____ day of _____, 2020.

32

33

34

35

Mark L Harris
Winnebago County Executive

1 295-032020

2 **RESOLUTION: Amend the Table of Organization for the Public Health Department by**
3 **Adding One Full-Time Lead Abatement Project Coordinator Position**

4
5
6 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

7 **WHEREAS**, the Winnebago County Public Health Department has received a Lead Abatement grant from
8 the Wisconsin Department of Health Services; and

9 **WHEREAS**, in order to carry out the purposes of this grant, it is necessary to add a full-time Lead Abatement
10 Project Coordinator position to the staff of the Public Health Department; and

11 **WHEREAS**, the grant funding will be sufficient to cover the labor costs associated with this position, and the
12 necessary budget transfers for 2020 have been made through a separate resolution.

13
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 amends the Table of Organization for the Winnebago County Public Health Department by adding one full-time Lead
16 Abatement Project Coordinator position.

17
18 **Fiscal Note:** Funds to cover the labor costs have already been authorized in a separate resolution.

19
20 Respectfully submitted by:

21 **BOARD OF HEALTH**

22 Committee Vote: **5-0**

23 Respectfully submitted by:

24 **PERSONNEL AND FINANCE COMMITTEE**

25 Committee Vote: **3-0**

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

27
28 Approved by the Winnebago County Executive this ____ day of _____, 2020.

29
30 _____
31 Mark L Harris
32 Winnebago County Executive

1 296-032020

2

3 **ORDINANCE: Amend Section 11.11 of the General Code of Winnebago County (Amend**
4 **Appendix A: Winnebago County Public Health Department 2020-2021**
5 **Permit Fee Schedule)**

6

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

8

9 **WHEREAS**, Section 11.11 of the General Code for Winnebago County specifically provides the Winnebago
10 County Board of Supervisors with the authority to establish permit fees for the Winnebago County Public Health
11 Department; and

12 **WHEREAS**, the Winnebago County Public Health Department annually reviews said Permit Fee Schedule
13 and makes a recommendation to the Winnebago County Board of Health and to the Winnebago County Board of
14 Supervisors regarding establishing fees for various Public Health Department permits so as to keep said fees
15 reflective of the actual cost of issuing such permits; and

16 **WHEREAS**, the Winnebago County Board of Health is recommending that Appendix A of Chapter 11 of the
17 General Code for Winnebago County, authorized specifically by Subsection 11.11(7), be amended as reflected in the
18 attached proposed Permit Fee Schedule.

19 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors that Appendix A of
20 Chapter 11 of the General Code for Winnebago County, authorized specifically in Subsection 11.11(7), is hereby
21 amended as is shown in the attached Winnebago County Public Health Department 2020-2021 Permit Fee
22 Schedule.
23

24 **BE IT FURTHER ORDAINED** by the Winnebago County Board of Supervisors that said amendment shall be
25 effective as of July 1, 2020.
26

27 Respectfully submitted by:

28 **BOARD OF HEALTH**

29 Committee Vote: **5-0**

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

31

32 Approved by the Winnebago County Executive this ____ day of _____, 2016.

33

34 _____
35 Mark L Harris
36 Winnebago County Executive
37

**WINNEBAGO COUNTY HEALTH DEPARTMENT
2020-21 PERMIT FEE SCHEDULE**

FOOD SERVICE:	CODE	LOCAL FEE	STATE FEE	TOTAL
Limited Food Service Restaurant/Limited Mobile Restaurant	FRP/FMP	\$ 192.50	\$ 10.50	\$ 203.00
Full Service/Mobile Restaurant - Simple	FRL/FML	\$ 364.00	\$ 23.00	\$ 387.00
Full Service/Mobile Restaurant - Medium	FRM/FMM	\$ 448.00	\$ 33.00	\$ 481.00
Full Service/Mobile Restaurant - Complex	FRC/FMC	\$ 530.00	\$ 54.00	\$ 584.00
Additional Restaurant Unit	FRX	\$ 100.00	\$ 8.00	\$ 108.00
Mobile Restaurant Base- Prepackage/Simple	FBP/FBS	\$ 364.00	\$ 23.00	\$ 387.00
Mobile Restaurant Base - Medium	FBM	\$ 448.00	\$ 33.00	\$ 481.00
Mobile Restaurant Base - Complex	FBC	\$ 530.00	\$ 54.00	\$ 584.00
Temporary Restaurant For Profit		\$ 167.00	\$ 17.00	\$ 184.00
Temporary Restaurant Non Profit > 3 days		\$ 82.00	\$ 17.00	\$ 99.00
Beverage Only/No Food Inspection Fee	100	\$ 157.00	\$	\$ 157.00
Add'l Beverage Only/No Food Inspection Fee	100A	\$ 60.00	\$	\$ 60.00
School - Full Service Kitchen	FDM	\$ 366.00	\$	\$ 366.00
School - Satellite Kitchen	FDS	\$ 206.00	\$	\$ 206.00
Exempt Facility Inspection Fee		\$ 61.00	\$	\$ 61.00
Temporary Inspection Fee		\$ 56.00	\$	\$ 56.00
LODGING:				
Tourist Rooming House (1-4 rooms)	LTR	\$ 129.00	\$ 11.00	\$ 140.00
Bed & Breakfast (8 rooms or less)	LBB	\$ 129.00	\$ 11.00	\$ 140.00
Hotel / Motel (5-30 rooms)	LH1	\$ 316.50	\$ 20.50	\$ 337.00
Hotel / Motel (31-99 rooms)	LH2	\$ 422.00	\$ 28.00	\$ 450.00
Hotel / Motel (100-199 rooms)	LH3	\$ 464.50	\$ 35.50	\$ 500.00
Hotel / Motel (200 or more rooms)	LH4	\$ 532.00	\$ 49.00	\$ 581.00
Manufactured Home Community (1-20 sites)	150	\$ 138.75	\$ 46.25	\$ 185.00
Manufactured Home Community (21-50 sites)	151	\$ 258.75	\$ 83.25	\$ 342.00
Manufactured Home Community (51-100 sites)	152	\$ 358.50	\$ 129.50	\$ 488.00
Manufactured Home Community (101-175 sites)	153	\$ 458.50	\$ 166.50	\$ 625.00
Manufactured Home Community (more than 175 sites)	154	\$ 524.00	\$ 185.00	\$ 709.00
CAMPGROUNDS:				
Campground (1-25 sites)	RC1	\$ 255.50	\$ 17.50	\$ 273.00
Campground (26-50 sites)	RC2	\$ 315.00	\$ 25.00	\$ 340.00
Campground (51-99 sites)	RC3	\$ 384.50	\$ 30.50	\$ 415.00
Campground (100-199 sites)	RC4	\$ 441.50	\$ 35.50	\$ 477.00
Campground (200 + sites)	RC5	\$ 505.00	\$ 41.00	\$ 546.00

Special Event Campground (1-25)	RT1	\$ 190.50	\$ 17.50	\$ 208.00
Special Event Campground (26-50)	RT2	\$ 255.00	\$ 25.00	\$ 280.00
Special Event Campground (51-99)	RT3	\$ 317.50	\$ 30.50	\$ 348.00
Special Event Campground (100-199)	RT4	\$ 381.50	\$ 35.50	\$ 417.00
Special Event Campground (200 - 499)	RT5	\$ 445.00	\$ 41.00	\$ 486.00
Special Event Campground (500+)	RT6	\$ 563.00	\$ 41.00	\$ 604.00
OTHER:				
Recreational / Educational Camp	RRE	\$ 254.50	\$ 50.50	\$ 305.00
Swimming Pool	RPP	\$ 352.00	\$ 15.00	\$ 367.00
Water Attraction	RWI	\$ 352.50	\$ 17.50	\$ 370.00
Water Attraction, up to 2 pool slides/water slides per basin	RWT	\$ 353.00	\$ 25.00	\$ 378.00
Additional Water Slides (per slide in excess of 2 slides)	RWT(A)	\$ 220.00	\$ 15.00	\$ 235.00
RETAIL FOOD SERVICE/MOBILE RETAIL FOOD:				
Sales ≥ \$25,000 <\$1,000,000 and process Potentially Hazardous Food	70-22	\$ 568.50	\$ 26.50	\$ 595.00
Sales >\$1,000,000 and process Potentially Hazardous Food	70-11	\$ 1,200.50	\$ 68.50	\$ 1,269.00
Sales > \$25,000 and process Non Potentially Hazardous Food	70-33	\$ 335.00	\$ 19.00	\$ 354.00
Sales < \$25,000 and process Non Potentially or Potentially Hazardous food	70-44	\$ 193.00	\$ 6.00	\$ 199.00
Not engaged in food processing	70-55	\$ 127.50	\$ 4.50	\$ 132.00
MicroMarket 2+ same building	70- 55 MM2	\$ 60.00	\$ 6.00	\$ 66.00
Micromarket	70-55 MM	\$ 40.00	\$ 4.00	\$ 44.00
Temporary Retail Establishment/Mobile Retail Base	105	\$ 97.00		\$ 97.00
TATTOO & BODY-PIERCING:				
Body Piercing Establishment	BPP	\$ 190.50	\$ 13.50	\$ 204.00
Tattoo Establishment	BTP	\$ 190.50	\$ 13.50	\$ 204.00
Combined Tattoo and Body-Piercing Establishment	BCP	\$ 256.00	\$ 22.00	\$ 278.00
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MISCELLANEOUS FEES:				
Pre-Inspection - Change/New Owner	101A	\$ 197.00		\$ 197.00
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Re-Inspection: 1st	102-1	\$ 168.00		\$ 168.00

Re-Inspection: 2nd	102-2	\$ 231.00	\$	\$ 231.00
Penalty Fee	103	\$ 157.00	\$	\$ 157.00
Duplicate Permit	104	\$ 28.00	\$	\$ 28.00
Operating without a Permit/License- Fee		\$ 0.00	\$	Dbl permit fee
Temporary Event Late Application Fee		\$ 0.00	\$	Dbl permit fee
Operating without a Certified Food Manager (CFM)		\$ 168.00	\$	\$ 168.00
ANIMAL FACILITIES:				
Pet Store	PS	\$ 89.00	\$	\$ 89.00
Commercial Kennel	CK	\$ 89.00	\$	\$ 89.00
Boarding Kennel	BK	\$ 89.00	\$	\$ 89.00
Grooming Salon	GS	\$ 79.00	\$	\$ 79.00

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2020 Estimated # facilities	2019-20 local fee	2019-20 total fee	2020-21 % increase	local only 2020-21 est. revenue	Expenses
48	\$ 185.50	\$ 196.00	3.6%	\$9,240.00	Labor \$369,044.00
46	\$ 350.00	\$ 373.00	3.8%	\$16,744.00	Labor expected \$373,657.05
263	\$ 431.00	\$ 464.00	3.7%	\$117,824.00	travel/training \$4,000.00
98	\$ 510.00	\$ 564.00	3.5%	\$51,940.00	county car \$6,725.00
9	\$ 96.00	\$ 104.00	3.8%	\$900.00	other operating \$1,000.00
6	\$ 350.00	\$ 373.00	3.8%	\$2,184.00	
2	\$ 431.00	\$ 464.00	3.7%	\$896.00	Total Expense \$385,382.05
0	\$ 510.00	\$ 564.00	3.5%	\$0.00	Total plus 15% \$443,189.36
94	\$ 161.00	\$ 178.00	3.4%	\$15,698.00	
27	\$ 79.00	\$ 96.00	3.1%	\$2,214.00	Total est revenue \$393,755.00
6	\$ 151.00	\$ 151.00	4.0%	\$942.00	Healthspace Revenues
2	\$ 58.00	\$ 58.00	3.4%	\$120.00	
10	\$ 352.00	\$ 352.00	4.0%	\$3,660.00	
26	\$ 198.00	\$ 198.00	4.0%	\$5,356.00	labor calc
0	\$ 59.00	\$ 59.00	3.4%	\$0.00	Anne 2020 \$107,251.00 \$92,557.61
80	\$ 54.00	\$ 54.00	3.7%	\$4,480.00	Jamie \$71,942.00 \$68,129.07
					Jen \$78,921.00 \$74,659.27
					Morgan \$76,583.00 \$65,784.80
7	\$ 124.00	\$ 135.00	3.7%	\$903.00	Carly \$71,942.00 \$67,913.25
5	\$ 122.00	\$ 133.00	5.3% **	\$645.00	Intern \$0.00 \$0.00
13	\$ 304.50	\$ 325.00	3.7%	\$4,114.50	total \$369,044.00
14	\$ 406.00	\$ 434.00	3.7%	\$5,908.00	
5	\$ 446.50	\$ 482.00	3.7%	\$2,322.50	
0	\$ 512.00	\$ 561.00	3.6%	\$0.00	
1	\$ 133.75	\$ 180.00	2.8%	\$138.75	
3	\$ 248.75	\$ 332.00	3.0%	\$776.25	
2	\$ 344.50	\$ 474.00	3.0%	\$717.00	
3	\$ 440.50	\$ 607.00	3.0%	\$1,375.50	
1	\$ 504.00	\$ 689.00	2.9%	\$524.00	
1	\$ 245.50	\$ 263.00	3.8%	\$255.50	
4	\$ 303.00	\$ 328.00	3.7%	\$1,260.00	
5	\$ 369.50	\$ 400.00	3.8%	\$1,922.50	
4	\$ 424.50	\$ 460.00	3.7%	\$1,766.00	
0	\$ 486.00	\$ 527.00	3.6%	\$0.00	
6	\$ 183.50	\$ 201.00	3.5%	\$1,143.00	
3	\$ 245.00	\$ 270.00	3.7%	\$765.00	
3	\$ 305.50	\$ 336.00	3.6%	\$952.50	
0	\$ 366.50	\$ 402.00	3.7%	\$0.00	
3	\$ 428.00	\$ 469.00	3.6%	\$1,335.00	
4	\$ 541.00	\$ 582.00	3.8%	\$2,252.00	
2	\$ 244.50	\$ 295.00	3.4%	\$509.00	
64	\$ 338.00	\$ 353.00	4.0%	\$22,528.00	
3	\$ 338.50	\$ 356.00	3.9%	\$1,057.50	
6	\$ 339.00	\$ 364.00	3.8%	\$2,118.00	
0	\$ 212.00	\$ 227.00	3.5%	\$0.00	

RETAIL FOOD SERVICE/MOBILE RETAIL FOOD:				
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Boarding Kennel	BK	\$ 89.00	\$	\$ 89.00
Grooming Salon	GS	\$ 79.00	\$	\$ 79.00

42	\$ 546.50	\$ 573.00	3.8%	\$23,877.00
24	\$ 1,154.50	\$ 1,223.00	3.8%	\$28,812.00
20	\$ 322.00	\$ 341.00	3.8%	\$6,700.00
28	\$ 186.00	\$ 192.00	3.6%	\$5,404.00
55	\$ 122.50	\$ 127.00	3.9%	\$7,012.50
2	\$ -	\$ 60.00	10.0% *	\$120.00
39	\$ -	\$ 40.00	10.0% *	\$1,560.00
46	\$ 93.00	\$ 93.00	4.3%	\$4,462.00
0	\$ 183.50	\$ 197.00	3.6%	\$0.00
6	\$ 183.50	\$ 197.00	3.6%	\$1,143.00
5	\$ 246.00	\$ 268.00	3.7%	\$1,280.00
0	\$ 154.00	\$ 164.00	3.7%	\$0.00
0	\$ 154.00	\$ 164.00	3.7%	\$0.00
0	\$ 187.00	\$ 197.00	3.6%	\$0.00
80	\$ 189.00	\$ 189.00	4.2%	\$15,760.00
7	\$ 330.00	\$ 330.00	3.9%	\$2,401.00
13	\$ 162.00	\$ 162.00	3.7%	\$2,184.00
0	\$ 222.00	\$ 222.00	4.1%	\$0.00
17	\$ 151.00	\$ 151.00	4.0%	\$2,669.00
1	\$ 27.00	\$ 27.00	3.7%	\$28.00
0				\$0.00
0				\$0.00
0	\$ 162.00	\$ 162.00	3.7%	\$0.00
4	\$ 86.00	\$ 86.00	3.5%	\$356.00
1	\$ 86.00	\$ 86.00	3.5%	\$89.00
12	\$ 86.00	\$ 86.00	3.5%	\$1,068.00
17	\$ 76.00	\$ 76.00	3.9%	\$1,343.00
1298			3.9%	\$393,755.00
				\$398,070.70

* adjusted to include portion paid to the state

** adjusted rate to = TRH fee138-140

#REF!

3 **ORDINANCE: Amend Section 13.09 of the General Code of Winnebago County**

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

7 **WHEREAS**, it is well documented and widely recognized that nutrients and organic matter from mismanaged
8 or misapplied livestock waste contributes to water quality degradation in the surface and groundwater throughout
9 Wisconsin, including in Winnebago County; and

10 **WHEREAS**, the degradation of the water resources in Winnebago County poses a threat to the environment,
11 health, and economic welfare of the citizens of Winnebago County; and

12 **WHEREAS**, the Winnebago County Land Conservation Committee and Land and Water Conservation
13 Department, in an effort to further protect the water resources of Winnebago County, must periodically revise and
14 update referenced State Statutes, technical standards, definitions, and other wording within the Winnebago County
15 Livestock Waste Management Ordinance (Chapter 13 of the General Code of Winnebago County); and

16 **WHEREAS**, the Winnebago County Land Conservation Committee and the Land and Water Conservation
17 Department, in an effort to communicate the proposed changes and garner input from the constituents of Winnebago
18 County have conducted a separate public hearing on the matter.

20 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO**

21 **DOES ORDAIN AS FOLLOWS:** that it hereby amends Section 13.09 of the General Code of Winnebago County to
22 read as follows:

13.09 STANDARDS AND SPECIFICATIONS.

26 (5) **LIVESTOCK WASTE MANAGEMENT AND UTILIZATION.** Livestock wastes for which **transfer/storage**
27 permits are issued under this Chapter of the Code and all wastes from existing livestock waste **transfer/storage**
28 facilities shall be managed and utilized in accordance with all applicable current USDA-NRCS Field Office Technical
29 Guide standards. A current Nutrient Management Plan shall be submitted to the Department by the owner or
30 operator of the livestock waste **transfer/storage** facility annually by March 31 until the livestock waste
31 **transfer/storage** facility is no longer in use and has been properly abandoned/closed.

33 (6) **LIVESTOCK WASTE MANAGEMENT AND APPLICATION REQUIREMENTS.** All livestock waste shall
34 be managed and applied in accordance with all applicable technical standards. **A "Winnebago County Livestock**
35 **Waste Application Guidance Document" is available at the Department office and on the Winnebago**
36 **County/Land and Water Conservation Department website.** ~~The following setbacks and separation distances are~~
37 ~~required for all sources of livestock waste applied within the County:~~

39 ~~(a) Livestock waste and organic byproducts shall not be applied to the following areas unless injected or~~
40 ~~incorporated within 72 hours:~~

42 ~~1. Within 300 feet of surface water.~~

44 ~~2. Within 300 feet up gradient of sinkholes, cracked bedrock, or wells.~~

46 ~~(b) Livestock waste and organic byproducts shall not be applied on frozen or snow covered ground in the~~
47 ~~following areas:~~

49 ~~1. Within 300 feet of surface water.~~

51 ~~2. Within 300 feet up gradient of sinkholes, cracked bedrock, and wells.~~

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~~3. On slopes greater than 9% (Exception: Up to 12% is allowed if contour stripped with sod, or contour farmed with all crop residue remaining).~~

~~(c) Livestock waste and organic byproducts shall not be applied in waterways, non-cropped wetlands, terrace channels, ditches, or any other direct conveyance to surface water or ground water.~~

BE IT FURTHER ORDAINED by the County Board of Supervisors of the County of Winnebago that .

Respectfully submitted by:

LAND CONSERVATION COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2020.

Mark L Harris
Winnebago County Executive

Winnebago County Livestock Waste Management Ordinance

Livestock Waste Application Guidance Document

LIVESTOCK WASTE MANAGEMENT, APPLICATION AND PROHIBITION REQUIREMENTS.

All livestock waste shall be managed and applied in accordance with all current applicable technical standards. The following conditions, setbacks and separation distances are required for all sources of livestock waste applied within 1000 feet of lakes, or within 300 feet of surface water, sinkholes, cracked bedrock, or wells within the county.

PROHIBITIONS:

Application of livestock waste and organic by-products is prohibited in the following areas:

- (1.) On saturated soils, in waterways, non-cropped wetlands, terrace channels, ditches, non-harvested vegetated buffers or any other direct conveyance to surface water or groundwater.
Note: "Saturated soils" means soils where all pore spaces are occupied by water and where any additional inputs of water or liquid wastes cannot infiltrate into the soil.
- (2) Within 50 feet of a potable well or direct conduit to groundwater, unless directly deposited by gleaning or pasturing animals. **Note: Winnebago County LWCD and LCC highly recommend a minimum setback of 100 feet from a well or direct conduit to groundwater to preserve water quality.**
- (3) Within eight feet of irrigation wells.
- (4) Fields exceeding tolerable soil loss (T) (based on SnapPlus program)
- (5) Fields with ephemeral erosion (shallow channels which reoccur).
- (6) Within 1000 feet of a public water supply designated as a Community potable water well (i.e. town well).
- (7) Within 100 feet of a public water supply designated as a Non-community potable water well (i.e. church well). **Note:** However, treated manure may be mechanically applied in (6) & (7). (treatment or practice which removes pathogens)
- (8) The following practices are prohibited pursuant of this ordinance.
 - (a) Overflow of livestock waste storage facilities.
 - (b) Unconfined livestock waste stacking (piling) within a water quality management area.
 - (c) Direct runoff of livestock waste or process wastewater to waters of the state.
 - (d) Unlimited access by livestock to waters of the state in a location where high concentrations of livestock prevents the maintenance of adequate sod cover.

UNFROZEN SOIL:

Livestock waste and organic by-products shall not be applied on unfrozen soil within 1000 feet of lakes, or within 300 feet of surface water, sinkholes, cracked bedrock, or wells without using one or more of the following practices:

- (1) Install/maintain permanent vegetative buffers of 30 feet width or more.
- (2) Maintain greater than 30% crop residue or vegetative cover on the soil surface after nutrient application.
- (3) Effective incorporation of nutrients within 72 hours of application, leaving at least 30% crop residue or vegetative cover on the soil surface after nutrient incorporation.
- (4) Establish a crop or cover crop prior to, at, or promptly following application.
- (5) Must apply nutrients within seven days of planting on a long term (a minimum of three consecutive years) no-till field if it has less than 30% residue.

UNINCORPORATED LIQUID MANURE:

When applying unincorporated liquid manure or organic by-products with $\leq 11\%$ dry matter on unfrozen soil within 1000 feet of lakes, or within 300 feet of surface water, sinkholes, cracked bedrock, wells or where subsurface draining is present must comply with the listed conditions

- (1) Limit applications to 12,000 gallons per acre per application.
- (2) No applications are allowed on saturated soils.
- (3) No ponding is allowed at the application site.
- (4) Visually monitor accessible tile outlets before, during, and after applications for potential discharge of manure and/or organic by-products.
Sequential applications may be made to meet the desired crop nutrient requirements. Wait a minimum of 7 days between sequential applications.

FROZEN SOIL:

Livestock waste and organic by-products shall not be applied on frozen or snow-covered ground in the following areas, and must comply with the listed conditions.

Note: "Frozen ground" means soil that is frozen anywhere between the first $\frac{1}{2}$ " and 8" of soil as measured from the ground surface. Soil that is frozen to a depth of $\frac{1}{2}$ " or less as measured from the ground surface is not considered frozen ground.

- (1) Within 1000 feet of lakes, or within 300 feet of surface water, sinkholes, cracked bedrock, wells or direct conduits to groundwater.
- (2) Do not exceed the Phosphorus removal of next years planned crop to be grown or 60 pounds/acre Phosphorus when applying manure, whichever is less.
NOTE: Liquid manure and/or organic by-products applications are limited to 7,000 gallons per acre.
- (3) Do not apply manure and/or organic by-products to fields where concentrated flow channels (area in field where historically small gullies form) are present unless two or more of the following are implemented:
 - (a) Contour buffer strips or contour strip cropping.
 - (b) Leave all crop residue (this prohibits removal of silage or bedding) and no fall tillage.
 - (c) Apply in intermittent strips on no more than 50% of the field.
 - (d) Apply on no more than 25% of the field during each application waiting a minimum of 14 days between applications.
 - (e) Reduce application rate to 3,500 gallons or 30 pounds of Phosphorus, whichever is less;
 - (f) No application within 200 feet of all concentrated flow channels.
 - (g) Fall tillage is on the contour and slopes are less than 6%.
- (4) Do not apply manure and/or organic by-products on slopes greater than 6%, unless the nutrient management plan documents that no other accessible fields are available for winter spreading AND two or more of the following are implemented:
 - (a) Contour buffer strips or contour strip cropping.
 - (b) Leave all crop residue (this prohibits removal of silage or bedding) and no fall tillage.
 - (c) Apply in intermittent strips on no more than 50% of the field.
 - (d) Apply on no more than 25% of the field during each application waiting a minimum of 14 days between applications.
 - (e) Reduce application rate to 3,500 gallons or 30 pounds of P2O5, whichever is less.

If you have any questions or concerns please contact the
Winnebago County Land & Water Conservation Department (920) 232-1950 or (920) 727-8642

1 298-032020

2

3 **RESOLUTION: Adopt a New General Fund Balance Policy for Winnebago County**

4

5

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

7 **WHEREAS**, Winnebago County does not have a formal policy for the General Fund balance; and

8 **WHEREAS**, the purpose of a General Fund Policy is to establish a key element for the financial stability of
9 Winnebago County by setting guidelines for the General Fund balance; and

10 **WHEREAS**, it is essential that Winnebago County maintain adequate levels of fund balance to mitigate
11 financial risk that can occur from unforeseen revenue fluctuations and unanticipated expenditures; and

12 **WHEREAS**, this policy follows the Governmental Financial Officers Association (GFOA) guidelines for best
13 practice.

14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 adopts a new General Fund Balance policy for Winnebago County.

17

18 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the attached General
19 Fund Balance Policy is incorporated herein by reference, and made a part of this Resolution.

20

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **3-0**

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

25

26 Approved by the Winnebago County Executive this ____ day of _____, 2020.

27

28

29 _____
30 Mark L Harris
Winnebago County Executive

General Fund Balance Policy

Date Last Updated: March 2020

Purpose

The purpose of this policy is to establish a key element of the financial stability of Winnebago County (County) by setting guidelines for the general fund balance. Fund balance is an important measure of economic stability. It is essential that the County maintain adequate levels of fund balance to mitigate financial risk that can occur from unforeseen revenue fluctuations, unanticipated expenditures, and similar circumstances. The fund balance provides cash flow liquidity for the general operations of the County. It is important to maintain an appropriate fund balance level to protect the County's credit worthiness. This policy also addresses the County's requirements under Government Accounting Standards Board (GASB) 54 surrounding the composition of fund balance, including the establishment and use of the various components of fund balance.

Definitions

Fund Balance – A governmental fund's fund balance is the difference between its assets, deferred outflows and its liabilities and deferred inflows.

Fund Balance Components – An accounting distinction is made between the portions of fund equity that are spendable and nonspendable. Under GASB 54, these are broken up into five (5) categories:

- 1) **Nonspendable fund balance** - amounts that are not in a spendable form (such as inventory) or are required to be maintained intact (such as the corpus of an endowment fund)
- 2) **Restricted fund balance** - amounts that can be spent only for the specific purposes stipulated by external resource providers either constitutionally or through enabling legislation. Examples include grants and dedicated property tax.
- 3) **Committed fund balance** - amounts constrained to specific purposes by a government itself using its highest level of decision-making authority; to be reported as committed, amounts cannot be used for any other purpose unless the government takes the same highest-level action to remove or change the constraint.
- 4) **Assigned fund balance** - amounts intended to be used by the government for specific purposes. Intent can be expressed by the governing body or by an official or body to which the governing body delegates the authority. In governmental funds other than the general fund, assigned fund balance represents the amount that is not restricted or committed. This indicates that resources in other governmental funds are, at a minimum, intended to be used for the purpose of that fund.
- 5) **Unassigned fund balance** – the residual classification of the general fund and includes all amounts not contained in other classifications. Unassigned amounts are technically available for any purpose.

General Fund – A governmental fund that typically serves as the chief operating fund of a government. The General Fund is used to account for all financial resources not accounted for in some other fund.

General Fund Balance Policy

Date Last Updated: March 2020

Unrestricted fund balance - Unrestricted fund balance includes committed, assigned and unassigned fund balance categories. Also referred to as Reserve. It is the portion of fund balance that is intended to provide stability and respond to unplanned events or opportunities.

Policies

Minimum Range for Appropriate Level of Unrestricted Fund Balance - General Fund

The fund balance of the County's General Fund has been accumulated to provide stability and flexibility to respond to unexpected adversity and/or opportunities. The County's basic goal is to limit expenditures to anticipated revenue in order to maintain a balanced budget when possible.

It is the goal of the County to achieve and maintain an unrestricted fund balance in the general fund equal to a target range of 16% - 20% of the governmental fund's (excluding capital and debt service funds) subsequent year's budgeted expenditures. The County will measure its compliance with this policy as of December 31st each year, as soon as practical after final year-end audit becomes available.

Funding of the Undesignated General Fund balance will generally come from excess revenues over expenditures or one-time revenues.

The use of fund balance is appropriate for one-time expenditures and to avoid creating a structural deficit.

In the event the Undesignated General Fund balance exceeds the upper limit of the target range balance requirements at the end of each fiscal year, any excess will be used in the following ways:

1. At least one-half of excess will be appropriated to lower the amount of bonds or contributions needed to fund capital projects;
2. One-time expenditures that do not increase recurring operating costs that cannot be funded through current revenues. Emphasis will be placed on one-time uses that reduce future operating costs; or

If the unrestricted fund balance falls below the goal or has a deficiency, a plan will be developed and included in the annual budget process.

Committed Fund Balance

The Board is the County's highest level of decision-making authority and the formal action that is required to be taken to establish, modify, or rescind a fund balance commitment is a resolution approved by the Board at the board meeting. The resolution must either be approved or rescinded, as applicable, prior to the last day of the fiscal year for which the commitment is made. The amount subject to the constraint may be determined in the subsequent period.

Assigned Fund Balance

The Board has authorized the Director of Finance as the official authorized to assign fund balance to a specific purpose, with County Executive approval, in compliance with this fund balance policy.

General Fund Balance Policy

Date Last Updated: March 2020

Quality Control and Quality Assurance

It is the responsibility of the Director of Finance to ensure the presence of procedures that provide sufficient guidance to affected County personnel to fulfill the intent of this policy.

These policies will be reviewed at least bi-annually and updated on an as-needed basis.

1 299-032020

2 **RESOLUTION: Authorize Winnebago County to Enter into a Two (2)-Year Agreement with**
3 **Municipal Services Bureau (MSB) for Credit/Debit Card E-Check Processing**
4 **and Merchant Services**
5

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

7 **WHEREAS**, the Winnebago County Finance Department is looking to develop and implement appropriate,
8 cost-effective, gateway and processing solutions to enhance payment options for the customer and collection
9 efficiency for Winnebago County; and

10 **WHEREAS**, Winnebago County accepts payments by credit/debit card for various Solid Waste operations,
11 Human Services, Sheriff's Department transactions, and property taxes. The County system for receipt of these
12 payments has been developed over time and lacks consistency between vendors, software, and procedures. In
13 some cases, the fees for these charges are absorbed by the County while in others the County's customers bear the
14 cost. Ideally, these costs will be borne mostly by the customer in order to minimize the impact on County program
15 budgets and, ultimately, taxes; and

16 **WHEREAS**, Winnebago County's intent is to improve convenience for its customers while maximizing
17 efficiency for the various County departments involved in collection. Expanded applications for the County may
18 include various revenue sources for the following County departments: Child Support, County Clerk, District Attorney,
19 Highway, Land & Water, Park View Health Center, Parks, and Public Health. Because of the diversity of the County's
20 collection activities, a variety of applications, interfaces, portals and equipment may be required to provide this
21 functionality. This could include direct point of sale processing, web-based portals, interfaces with our existing
22 business system(s), kiosks, interactive voice recognition (pay by phone), etc.; and

23 **WHEREAS**, Winnebago County seeks, if possible, to partner with a single vendor that possesses the
24 understanding, experience, expertise, and resources to identify, provide, and implement the most appropriate,
25 effective, and low-cost solutions to our card payment needs; and

26 **WHEREAS**, a Request for Proposal (RFP) was issued for contract proposals for this service; and

27 **WHEREAS**, a team consisting of staff from several of the departments that will be large users was
28 assembled to evaluate the proposals; and

29 **WHEREAS**, the selection team recommended MSB (Municipal Services Bureau) to provide the credit
30 card/debit card, E-check processing, and merchant services.

31
32 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
33 authorizes the Winnebago County to enter into a two (2)-Year Agreement with MSB (Municipal Services Bureau) for
34 credit card/debit card, E-check processing, and merchant services.

35
36 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the attached two (2)-year
37 Agreement between Municipal Services Bureau and Winnebago County, is incorporated herein by reference and
38 made a part of this Resolution.

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40 **Fiscal Note:** Winnebago County's estimated annual cost for these services is approximately \$2,705.

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Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2020.

Mark L Harris
Winnebago County Executive

WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT

RE: **MERCHANT SERVICES**

THIS AGREEMENT made and entered into this 18TH day of *March 2020*, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and **Gila LLC dba Municipal Services Bureau**, 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 ***Credit Card, Debit Card and E-Check Processing Services***; and

WHEREAS the PROVIDER whose address is **8325 Tuscan Way Bldg. 4, Austin, TX 78754**, 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 PROVIDER do agree as follows:

1. **TERM**: The term of this Agreement shall commence as of the **1st day of April 2020**, and shall terminate as of the **31st day of March 2022**, unless sooner agreed upon by the parties. In any event, the PROVIDER shall complete its obligations under this Agreement not later than the 15th day of April 2022, and upon its failure to do so, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, 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 services detailed in the request for proposals (RFP# VA04-19), the PROVIDER's response thereto, and in Schedule A, attached hereto, and incorporated herein by reference. In the event of a conflict between or among any of the above provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling.
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, the RFP, 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. 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, and/or Schedule A.
 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 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 COUNTY will pay the PROVIDER for all the aforementioned work the sum of **as detailed in Schedule A. There are no direct payments from Winnebago County to the provider, fees (when appropriate) will be deducted from payments collected** upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st must be invoiced to COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.
 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 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
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 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 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: dpetraszak@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. **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.
22. **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, COUNTY and PROVIDER 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 PROVIDER:

FOR WINNEBAGO COUNTY:

Mark L Harris
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

PRICE PROPOSAL FORM CREDIT/DEBIT CARD PROCESSING SERVICES

Proposing firms shall detail below, any and all costs associated with providing the services requested in this RFP. This should include one-time, ongoing, fixed and variable costs; and the conditions under which they will be charged. Attach additional sheet(s) as necessary with details.

County Pays Processing Fees (District Attorney and Human Services):

\$/%	\$ 0.25	per e-check
\$/%	2.20%	per debit card transaction
\$/%	2.20%	per credit card transaction
\$	399.99 per Terminal	equipment costs (if applicable)
\$	99.99 Annual MID Fee	other fees – detail and explain

> waived per email 2/10/20

Customer Pays Processing Fees (Child Support, County Clerk, Highway, Land & Water, Park View, Parks, Public Health, Sheriff, and Solid Waste):

\$/%	\$ 0.25	per e-check
\$/%	2.20%	per debit card transaction
\$/%	2.20%	per credit card transaction
\$	399.99 per Terminal	equipment costs (if applicable)
\$	99.99 Annual MID Fee	other fees – detail and explain

> waived per email 2/10/20


Customer Pays Processing Fees (Treasurer -- property taxes):

\$/%	\$0.25	per e-check
\$/%	2.20%	per debit card transaction
\$/%	2.20%	per credit card transaction
\$	399.99 per Terminal	equipment costs (if applicable)
\$	99.99 Annual MID fee	other fees – detail and explain

> waived per email 2/10/20

SUBMITTED BY:

Firm Name: Gila LLC dba Municipal Services Bureau

Authorized Signature: 

Print name: Elye Sackmary

Title: CEO & President

Date: December 12, 2019

Address: 8325 Tuscan Way Bldg. 4

City/State/Zip: Austin, TX 78754

Phone/Fax: 512.323.4223

E-mail: elye.sackmary@gilacorp.com

Forbes, Laura

From: Duncan, Ken R <ken.duncan@gilacorp.com>
Sent: Monday, February 10, 2020 11:22 AM
To: Forbes, Laura
Subject: RE: Questions on Proposal

--- External Email ---

Good morning Laura,

I trust you had a good weekend. MSB would be pleased for the opportunity to work with the County and will agree to removing the fees requested. Based on the proposed schedule you listed, is there anything else you need from me at this time?

Ken Duncan
Senior Sales Executive
Gila LLC d/b/a MSB
615-238-1582 direct



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From: Forbes, Laura <lforbes@co.winnebago.wi.us>
Sent: Monday, February 10, 2020 10:10 AM
To: Duncan, Ken R <ken.duncan@gilacorp.com>
Subject: RE: Questions on Proposal

--- External Email ---

Good morning Ken,

We are very interested in working with MSB based on everything you submitted. The evaluation team does have concerns about the MID annual fees that each department would have to pay. Would you be willing to waive those annual fees?

Some are also concerned with the per terminal equipment fees. The per transaction charges look acceptable. If you could waive the MID and terminal fees, I feel that we would be able to award you the contract without further discussion. I don't know for sure that is a reasonable request but I know other counties have implemented solutions with no cost to their counties.

If we could get a contract going and on the agendas for the March committee and board meetings then we could start the cutover to by the beginning of April.

1 **300-032020**

2

3 **RESOLUTION: Proclaim the Week of April 6-12, 2020, as National Public Health Week in**
4 **Winnebago County**

5

6

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

8 **WHEREAS** the week of April 6-12, 2020, is National Public Health Week (“NPHW@25: Looking Back,
9 Looking Forward”); and

10 **WHEREAS**, the goal of celebrating the 25th anniversary of National Public Health Week is to highlight some
11 of the greatest public health successes while looking to the future to set goals and work to ensure equity; and

12 **WHEREAS**, since 1995 public health organizations have used National Public Health Week to educate the
13 public, policymakers, and public health professionals on issues that are important to improving the public’s health;
14 and

15 **WHEREAS**, U.S. life expectancy has decreased in recent years and the three-year drop represents the
16 longest sustained decline in expected lifespan since the Great Recession; and

17 **WHEREAS**, according to the National Academy of Medicine, despite being one of the wealthiest nations in
18 the world, the U.S. ranks below many other economically prosperous and developing countries with respect to
19 measures of health, including life expectancy, infant mortality, and maternal mortality rates; and

20 **WHEREAS**, there is a significant difference in health status, such as obesity, poor mental health, and drug
21 use, among people living in rural areas compared to urban areas, and this variance increases because rural
22 residents are often more likely to face social determinants that negatively impact health, such as poverty,
23 transportation barriers, and lack of economic opportunity; and

24 **WHEREAS**, public health professionals collaborate with partners that are outside of the health sector, such
25 as city planners, transportation officials, education officials, and private sector businesses, recognizing that other
26 sectors have an important influence on health; and

27 **WHEREAS**, public health professionals help communities prevent, prepare for, withstand, and recover from
28 the impact of a full range of health threats, including disease outbreaks such as measles, natural disasters, and
29 disasters caused by human activity; and

30 **WHEREAS**, public health action, together with scientific and technological advances, has played a major role
31 in reducing and in some cases eliminating the spread of infectious disease, and in establishing today’s disease
32 surveillance and control systems; and

33 **WHEREAS**, vaccination is one of the most significant public health achievements in history and has resulted
34 in substantial declines in cases, hospitalizations, deaths, and health care costs associated with vaccine-preventable
35 diseases; and

36 **WHEREAS**, 60 percent of Americans live with a preventable chronic disease, and health risks such as
37 alcoholism, obesity, and tobacco use are the primary reasons for 7 of every 10 deaths annually in the U.S.; and

38 **WHEREAS**, more women die from pregnancy-related deaths in the United States than any other developed
39 country, and an estimated 60 percent of such maternal deaths are preventable; and

40 **WHEREAS**, drug overdoses more than tripled from 1999 to 2016 and have become the leading cause of
41 death in the United States, with an average of 130 people dying every day; and

1 301-032020

2 **RESOLUTION: Proclaim the Month of April 2020 as National County Government Month**
3 **in Winnebago County**

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

7 **WHEREAS**, the nation’s 3,069 counties serving more than 300 million Americans provide essential services
8 to create healthy, safe, and vibrant communities; and

9 **WHEREAS**, counties provide health services, administer justice, keep communities safe, foster economic
10 opportunities, and much more; and

11 **WHEREAS**, Winnebago County and all counties take pride in our responsibility to protect and enhance the
12 health, wellbeing, and safety of our residents in efficient and cost-effective ways; and

13 **WHEREAS**, each year since 1991, the National Association of Counties has encouraged counties across the
14 country to elevate awareness of county responsibilities, programs, and services.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 urges Winnebago County Executive Mark L. Harris to proclaim the month of April 2020 as National County
17 Government Month in Winnebago County, and encourages all county officials, employees, schools, and residents to
18 participate in county government celebration activities.
19

20
21 Respectfully submitted by:

- 22 **MICHAEL NORTON, District 20**
- 23 **STEPHANIE SPELLMAN, District 10**
- 24 **AARON WOJCIECHOWSKI, District 16**
- 25 **JULIE GORDON, District 17**
- 26 **LARRY LAUTENSCHLAGER, District 19**
- 27 **ANDY BUCK, District 24**
- 28 **THOMAS EGAN, District 33**
- 29 **TOM SNIDER, District 35**

30 Committee Vote: _____

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

32

33 Approved by the Winnebago County Executive this _____ day of _____, 2020.

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36

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Mark L Harris
Winnebago County Executive