

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, OCTOBER 18, 2022 @ 6:00 PM  
FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE  
415 JACKSON STREET, OSHKOSH, WISCONSIN  
Via ZOOM**

**To join this meeting via Zoom, use this link:**

<https://us02web.zoom.us/j/86093811670?pwd=OEhCTTRXaHJMWHA1ZEg5WTh0UExqdz09>

**Passcode: W1NNE**

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 860 9381 1670**

**Passcode: 642400**

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, October 18, 2022 at 6:00 p.m. in the Winnebago County Board Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

At this meeting, the following will be presented to the Board for its consideration:

- Roll call
- Pledge of Allegiance
- Invocation – Supervisor Karen Powers
- Adopt agenda

*Pursuant to Rules 6.4, 8.1 and 10.1 of the 2022-2024 Rules of the Winnebago County Board Supervisors, the County Board Chairman shall limit all public comments to two (2) minutes.*

**Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda, as well as, any matter over which this body has jurisdiction.**

- Communications, Petitions, Memorials, Accounts, Commendations, Etc.
  - Notice of Claim:
    - Notice of Claim from Sheri Gambsky for damage to her vehicle's tires caused by tar on the ramp to Racine Street in Menasha
    - Notice of Claim from Heidi Krenke for damage to her vehicle caused by a pothole on Appleton Road, Menasha
    - Resolution from Eau Claire County – Resolution R166-030 – "Requesting the State of Wisconsin Review and Revise the Entry Level Compensation Rate for Assistant District Attorneys"
- Reports from Committees, Commissions & Boards
- Approval of September 6, 2022 Special Orders Session and September 20, 2022 Regular Session Board Proceedings
- County Executive's Report
- Approval of County Executive's Appointment
  - Director of Finance – Paul J. Kaiser, CPA, MBA
- County Board Chairman's Report
- County Board Chairman's Appointment
  - Supervisory District 19

**ZONING REPORTS & ORDINANCES**

- Amendatory Ordinance No. 10/01/22 – Justin & Kayla Pucker, Town of Black Wolf
  - Rezoning from A-2 (General Farming) to R-1 (Rural Residential) for tax parcel no. 004-0203-02
- Amendatory Ordinance No. 10/02/22 – Victoria Paul, Town of Black Wolf
  - Rezoning from A-2 (General Farming) to R-1 (Rural Residential) for tax parcel no. 004-0320-07
- Amendatory Ordinance No. 10/03/22 – Fred Werner, Town of Black Wolf
  - Rezoning from A-2 (General Farming) to R-1 (Rural Residential) for tax parcel no. 004-0320-06
- Amendatory Ordinance No. 10/04/22 – Storage in Black Wolf, LLC, Town of Black Wolf
  - Rezoning from B-2 (Community Business) to B-3 (General Business) for tax parcel no. 004-0045-02

**RESOLUTIONS & ORDINANCES**

- |                            |   |
|----------------------------|---|
| RESOLUTION NO. 107-102022: | Disallow Claim of Brian Kumbier<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE<br><b>Vote Required: Majority of Those Present</b>  |
| RESOLUTION NO. 108-102022: | Awarding the Sale of \$6,000,000 General Obligation Promissory Notes<br>Submitted by:<br>PERSONNEL & FINANCE COMMITTEE<br><b>Vote Required: Majority of Those Present</b>   |
| RESOLUTION NO. 109-102022: | Authorize Winnebago County to Accept the Second Tranche of State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act (ARPA) in the Amount of \$16,695,459<br>Submitted by:<br>ARPA STRATEGY AND OUTCOMES COMMISSION<br><b>Vote Required: Two-Thirds of Membership</b> |

- RESOLUTION NO. 110-102022: Recognizing State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act (ARPA) in the Amount of \$33,390,918 as Replacement of Lost Public Sector Revenue, Identifying General Government Expenditures as Having Been Funded by this Revenue  
Submitted by:  
ARPA STRATEGY AND OUTCOMES COMMISSION  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 111-102022: Approve Airport Hangar Lease Amendment between NewView Technologies, Inc. and Winnebago County  
Submitted by:  
AVIATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 112-102022: Authorize Winnebago County to Grant a Perpetual Easement to American Transmission Company (ATC) for the Q-43 Transmission Line located at 1221 Knapp Street, Oshkosh, WI  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 113-102022: Approve a Budget Transfer in the Amount of \$87,924 for Replacement of Three Water Heaters at Park View Health Center  
Submitted by:  
PARK VIEW HEALTH CENTER COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 114-102022: Approve a Budget Transfer in the Amount of \$29,600 for Replacement of an Industrial Dishwasher at Park View Health Center Due to Price Increases Since the Original Quote was Given  
Submitted by:  
PARK VIEW HEALTH CENTER COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 115-102022: Authorize a Capital Improvements Project and a Budget Transfer in the Amount of \$12,000.00 for a Feasibility Study to Determine Appropriate Funding for Renovation of the Projection System at the Barlow Planetarium and Other Requests Identified in a Pre-Study  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 116-102022: Approve a Capital Improvements Project and a Budget Transfer in the Amount of \$80,000.00 for the UWO-Fox Cities Main Entrance and Parking Lot Repair  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 117-102022: Approval of a Capital Improvements Project and a Budget Transfer in the Amount of \$43,000.00 for the UWO-Fox Cities Engineering and North Parking Lots Maintenance Work  
Submitted by:  
FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 118-102022: Authorize Transfer of Jurisdiction and Maintenance of One Segment of County Highway to the Town of Clayton, and accepting One Segment of Town Road to Winnebago County  
Submitted by:  
HIGHWAY COMMITTEE  
**Vote Required: Three-Fourths of Membership**

- RESOLUTION NO. 119-102022: Authorize the Winnebago County Parks Department to Submit a Letter of Intent to the Wisconsin Department of Transportation to Acquire a Wisconsin Department of Transportation Parcel Located Adjacent to the WIOUWASH Trail  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 120-102022: Authorize 5 Year Renewal Agreement between the Winnebago BMX Inc. and Winnebago County  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of those present**
- RESOLUTION NO. 121-102022: Authorize the Sheriff's Office to Accept a \$113,209.00 Local Law Enforcement Agency Initiative Grant from the State of Wisconsin to be used for Specialized Training, Equipment and Recruitment Incentives  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 122-102022: Authorize the Sheriff's Office to Re-accept a \$15,250.00 Aligned Law Enforcement Response Teams Special Weapons and Tactics (ALERT SWAT) Grant from the Department of Homeland Security for a February 2022 SWAT Commander Course that was Originally Approved under Resolution No. 235-112021  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 123-102022: Accept Grant Funding of \$10,575 and Approve Budget Amendment to Study the Implications of Transportation Access to and from School in Oshkosh  
Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 124-102022: Approve the Extension of Current Project Employees Working for the Winnebago County Health Department Past Their Two-year Limit and the Previous 12/30/2022 Extension  
Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Those Present**
- ORDINANCE NO. 125-102022: Amend Winnebago County General Code Section 1.12(10) to Provide Per Diem Payment and Expense Reimbursements to Non-Supervisors Who are Not Acting Within the Scope of Their Employment or Office In So Doing  
Submitted by:  
STEVEN BINDER, District 13  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
**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**

**Special Orders Session  
September 6, 2022**

**Regular Session  
September 20, 2022**

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

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



**SPECIAL ORDERS SESSION  
WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, SEPTEMBER 6, 2022**

Chairman Thomas Egan called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

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

The following Supervisors were present: 35 -Dowling, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Poeschl, Norton, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller. Excused: 1 –Nichols.

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

**PUBLIC HEARING**

Three people spoke in favor of Resolution No. 89-082022: "Authorize Acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the Amount of \$63,089 to Support a Just Recovery Initiative for Communities Disproportionately Impacted by the Pandemic, by Structural Inequities, and For All Public Health Issues".

**COMMITTEE REPORTS**

Supervisor Michael Norton reported on a meeting that he attended on how to get more involved with the National Association of Counties (NACo). If three supervisors, who are not members of a NACo committee at this time, attend a NACo conference they would not be charged the registration fee for the conference.

**CHAIRMAN'S REPORT**

Chairman Egan noted that Supervisor Nichols is excused from this meeting.

Chairman Egan asked the Director of Administration, Mike Collard, to explain when the next ARPA committee meeting will be held. Director Collard stated that the meeting scheduled for September 13 needed to be cancelled because it was the last day for the County Executive to make changes to the 2023 budget. The next meeting is scheduled for September 27, 2022 at 3:00 p.m. in the Winnebago County Administration building.

**RESOLUTIONS AND ORDINANCES**

**MOTION TO RECONSIDER**

**RESOLUTION 89-082022: Authorize Acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the Amount of \$63,089 to Support a Just Recovery Initiative for Communities Disproportionately Impacted by the Pandemic, by Structural Inequities, and For All Public Health Issues**

Your undersigned Supervisor, who voted on the prevailing side of Resolution Number 89-082022 hereby moves the Board to reconsider said Resolution.

Submitted by:  
JEFFREY BEEM, DISTRICT 34  
RALPH HARRISON, DISTRICT 31

Motion by Supervisor Beem, seconded by Supervisor Poeschl to adopt.

After discussion, motion by Supervisor Eisen, seconded by Supervisor Powers to call the question with a recorded vote. VOTE ON CALL THE QUESTION: AYES: 29; NAYES: 6 – Ellenberger, Albrecht, Gabert, Swan, Schellenger and Zastera; ABSTAIN: 0; ABSENT: 1 – Nichols. PASSED.

VOTE TO RECONSIDER RESOLUTION: AYES: 20; NAYES: 15 – Dowling, Horan, Defferding, Nussbaum, Stafford, Albrecht, Gabert, Swan, Robinson, Floam, Hinz, Hanson, Gustafson, Zastera and Miller; ABSTAIN: 0; ABSENT: 1 – Nichols. PASSED.

**RESOLUTION NO. 89-082022: Authorize Acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the Amount of \$63,089 to Support a Just Recovery Initiative for Communities Disproportionately Impacted by the Pandemic, by Structural Inequities, and For All Public Health Issues**

WHEREAS, in the summer of 2021 the Winnebago County Health Department conducted key stake holder interviews to

learn more about the impact of the pandemic and what aspects of the COVID response worked well; and

WHEREAS, using the information obtained from key stakeholder interviews, the Winnebago County Health Department applied for and was awarded the Mobilizing Community for a Just Response Grant (MC4JR).

WHEREAS, The MC4JR grant supports a just recovery initiative for communities impacted by the pandemic, structural inequities and public health issues. Specifically, the grant will support communities in their efforts to influence change and expand understanding of what creates health. Focus will be on building relationships, cultivating trust and implementing systems change as opposed to direct service provision.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the amount of \$63,089.00 to support a just recovery initiative for communities disproportionately impacted by the pandemic, structural inequities and public health, and approves the attached budget transfer for 2022.

Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Harrison to adopt.

Doug Gieryn, Public Health Director, answered questions from the Supervisors. Supervisor Hansen requested a recorded vote for this resolution.

After discussion, motion by Supervisor Dowling, seconded by Supervisor Floam to postpone this resolution until the November 15, 2022 meeting. Vote on Postponement: AYES: 7 – Dowling, Stafford, Floam, Hanson, Gustafson, Zastera and Miller; NAYES: 28; ABSTAIN: 0; ABSENT: 1 – Nichols. FAILED.

Motion by Supervisor Eisen to lay this resolution on the table until after the presentations. No second to this motion.

Motion by Supervisor Poeschl, seconded by Supervisor Binder to call the question. Vote on Call the Question: AYES: 33; NAYES: 2 – Swan and Schellenger; ABSTAIN: 0; ABSENT: 1 – Nichols. CARRIED.

Vote on Resolution: AYES: 21; NAYES: 14 – Dowling, Horan, Defferding, Nussbaum, Stafford, Gabert, Swan, Robinson, Floam, Hinz, Hanson, Gustafson, Zastera and Miller: ABSTAIN: 0; ABSENT: 1 – Nichols. FAILED—required 2/3rds vote of members present.

### **WINNEBAGO COUNTY PROJECT SPECIALIZED HOUSING NEEDS IN WINNEBAGO COUNTY**

**By Jeremiah Bohr, PhD – Associate Professor of Sociology, UW-Oshkosh**

Supervisor Mike Norton introduced Beth Roberts, Director of Aging and Disability Resource Center. They have concerns of the lack of availability of assisted living in Winnebago County. They have partnered with UW-Oshkosh to learn more about the demographics regarding assisted living.

Ms. Roberts introduced Jeremiah Bohr, PhD – Associate Professor of Sociology at UW-Oshkosh. He provided an overview on county population projections for 2030 and beyond; specialized housing capacity; and sources of uncertainty for Winnebago County.

Population Projections for Winnebago County:

- 2020's
  - Total population will grow approximately 2%
  - Age composition will shift significantly
- 2030's
  - Total population will plateau
  - Age composition will remain stable
- 2040's
  - Total population will decline approximately 2.5%
  - Senior share of population will remain stable

Mr. Bohr touched on specialized housing. This is housing that includes access to nursing or specialized services. Winnebago County has 2,744 specialized beds. This calculates to about one bed per ten seniors. Winnebago County has 43 adult family homes; 64 community-based residential facilities; 8 nursing homes; and 8 residential care apartments. The projected needs for specialized housing by the year 2030 are:

- Winnebago County needs to expand specialized housing capacity to maintain the current seniors-per-available bed status quo.
- If no new specialized housing capacity is established, the county will fall short of the projected needs for beds in 2030.
- If Winnebago County wants to exceed current seniors-per-bed ratios by 5% in 2030, they will need to expand capacity by 1,286 beds.

Sources of Uncertainty:

- COVID-19 may alter projected senior share of population. Seniors, over 65 years of age, account for 75% of all U.S. deaths, but 80% of all COVID-19 deaths.
- Individuals aged 50 and over account for 93% of all U.S. deaths.

- COVID-19 may result in smaller senior share of population than projected.

Changing Preferences:

- Recent research has shown that the elderly prefer to modify their personal residential spaces rather than relocating to specialized housing.
- It is difficult to assess the demand for specialized housing with the large increase in senior population.

Mr. Bohr then took questions from the board. A copy of this presentation is available in the County Clerk's office located at 112 Otter Avenue, Oshkosh, WI.

## **WINNEBAGO COUNTY OVERDOSE FATALITY REVIEW FINDS AND NEXT STEPS**

**By Jennifer Skolaski, PhD – Overdose Fatality Review (OFR) Facilitator**

Jennifer Skolaski, PhD – Overdose Fatality Review Facilitator for Winnebago County, presented the board with a copy of the annual report for the Overdose Fatality Review. Ms. Skolaski thanked the board, Public Health, Human Services and Executive Doemel for all their support and the opportunity to speak to them.

Ms. Skolaski explained what the OFR is and how it got started. She stated that there are 22 teams across the State of Wisconsin. She works with 47 partners from 33 agencies.

In 2021, the number of overdose deaths increased to the highest it has ever been for Winnebago County, Wisconsin. Fentanyl was listed as a primary cause of death in 28 overdoses. The number of overdoses spiked and surged in November and December of 2021. The majority of overdose deaths occurred among individuals aged 25 – 44. The City of Oshkosh had the highest number of overdose deaths at 21.

Ms. Skolaski touched on themes and priorities regarding overdose fatalities.

Themes:

- Childhood Trauma
- Mental Health History
- Early Onset of Substance Use
- Community Conditions

Priorities to focus on moving forward:

- Access to Treatment
- Increase Support from Medical Providers
- Improve Response to Changes in Drug Trends
- Support Children and Prevent Early Substance Use

Ms. Skolaski provided new recommendations for changes to local areas. She provided a diagram that addresses the different ways of interaction between agencies and patients. Their focus going forward includes promoting harm reduction, educate and communicate, improve communication of overdose prevention to younger age groups and establish connections to treatment and recovery services prior to release from incarceration and while on probation. She encouraged everyone to please support your colleagues, family, friends and community. And, please check in with friends, family and colleagues and make sure that they are ok.

Ms. Skolaski then took questions from the board. A copy of this presentation is available in the County Clerk's office located at 112 Otter Avenue, Oshkosh, WI.

## **WINNEBAGO COUNTY SHELTER CARE FACILITY**

**By Dr. Bill Topel – Human Services Director**

Dr. Bill Topel, Human Services Director, presented a report on the Winnebago County Shelter Care facility located at 2831 Harrison Street, Oshkosh, WI. The facility is not owned by Winnebago County. Winnebago County contracted with several different vendors over 40 years. Sec. 938.22 and 48.67, Wisconsin Statutes, states that the County is responsible for having a juvenile detention facility or secured residential care center for children and youth. Services were abruptly ended with the available private vendor in November of 2021 due to inability to find workers. No other vendors provide this service any longer in the state. Services have been temporarily restored locally with another vendor agency and Department of Human Services staff, but this will end on December 31, 2022.

Dr. Topel explained what shelter care is and how it benefits the youth. It is considered a shift staffed group home facility for youth who are placed through a court order for having engaged in minor criminal behavior, truancy or rule violations or who are waiting for another residential placement to open or who may be experiencing a mental health crisis. It is a non-secure facility that is not locked. Youth can leave under supervision as opposed to a secure detention facility. The County is licensed for up to 8 children/youth (ages 10-17) but has the capacity to go to 16 beds, if needed. This is a state mandated program and the county is reimbursed to cover costs to run the facility. It is used as a temporary placement until other options, such as a specialized treatment center, can be found. Youth are transported to their school districts each morning, unless it is unsafe to do so. This program can also be used for youth mental health crisis sheltering.

Dr. Topel reported on where the County stands regarding this facility. The county has until January 1, 2023 to establish our own county run facility and program. The current building is zoned and licensed for a shelter care facility from Lutheran Social Services who has given the county a lease through the end of this year and then their plan is to sell the

building. Human Services has entered into formal negotiations to purchase this building. They have included adding their own staff to run the program in the 2023 budget.

The next steps include:

- In September and October, working their way through the committees to seek approval to purchase the building.
- The appraised value of this 9,320 square foot, 16-bed property is \$850,000.00. Estimated cost of repairs is \$150,000.00 for the roof, siding, parking lot and garage; and another \$150,000.00 to bring it up to code.
- Lutheran Social Services has informally agreed to an asking price of \$700,000.00, so the capital outlay for this project would be \$1,000,000.00.
- The financial payback on this purchase is expected to take 20 years based on costs versus paying rent.

If you have any questions, feel free to contact Dr. Topel or members of the committees who will be responsible for this potential purchase. He feels that there is no other option for securing another vendor to run this facility for the county. Having a county-owned building and staff will secure smooth operations for a long time. He feels that there is not another building available of similar size and licensable by January 1, 2023.

Dr. Topel then took questions from the board. A copy of his presentation is available in the County Clerk's office located at 112 Otter Avenue, Oshkosh, WI.

Motion by Supervisor Albrecht, seconded by Supervisor Gustafson to adjourn until the Board's next meeting on Tuesday, September 20, 2022. CARRIED BY VOICE VOTE.

The meeting was adjourned at 9:41 p.m.

Respectfully submitted,  
Julie A. Barthels  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held September 6, 2022.

Julie A. Barthels  
Winnebago County Deputy Clerk

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, SEPTEMBER 20, 2022**

Chairman Thomas Egan called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

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

The following Supervisors were present: 32 – Dowling, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Floam, Gordon, Ponzer, Poeschl, Norton, Hinz, Zellmer, Buck, Powers, Hanson, Cox, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller; ABSENT: 4 - Nichols, Robinson, Schellenger and Gustafson

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

**PUBLIC HEARING**

The following people spoke in support or against items of concern:

- Supporting Resolution No. 98-092022 – "Authorize the Addition of \$1,791,500 in Construction and Renovation Costs to the Grundman Boat Landing Capital Improvement Project, of which \$548,188 will be Funded with Either a Transfer from the Undesignated General Fund Balance, or with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue" – David Kane
- Voiced concerns of comments made during a UW Education, Extension & Agriculture Committee Meeting – Tamar Mathwig

**COMMUNICATIONS, PETITIONS, MEMORIALS, ACCOUNTS, COMMENDATIONS, ETC.**

Julie Barthels, Deputy County Clerk, presented the following communications:

- Notice of Claim:
  - Notice of Claim from employee Brian Kumbier for damage to his eye glasses while working was referred to the Personnel and Finance Committee.
- Resolutions from Other Counties:
  - Kenosha County – Resolution No. 22 "Resolution to Conduct Countywide Advisory Referendum on making the State of Wisconsin a 2<sup>nd</sup> Amendment Sanctuary State" was referred to the Legislative Committee
  - Lincoln County – Resolution No. 2022-07-24 "Resolution for Advisory Referendum Regarding Private Funding of Election Administration" was referred to the Legislative Committee
  - Oneida County – Resolution No. 86-2022 "Resolution to Insist Upon the Prohibition of the Use of Private Donations for the Purpose of Election Administration" was referred to the Legislative Committee
  - Oneida County – Resolution No. 87-2022 "Resolution to Request the State of Wisconsin Revise the Current Real Estate Transfer Fees Revenue Sharing Formula" was referred to the Legislative Committee
  - Price County – Resolution No. 28-22 "Resolution for Advisory Referendum Regarding Private Funding of Election Administration" was referred to the Legislative Committee
  - Taylor County – Resolution No. 22 "Resolution Regarding Private Funding of Election Administration" was referred to the Legislative Committee
- Commendation for Elizabeth "Betty" DeHart

**REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Farrey reported on his attendance at the Wisconsin Counties Association Conference held in Wisconsin Dells, September 18 – 20, 2022. He represented Winnebago County by voting on resolutions that were brought forward from counties and steering committees at the business meeting for this conference. Supervisor Farrey voted "no" on a resolution regarding sales tax. He attended the General Session on Monday and mentioned the candidates that spoke regarding their positions for the upcoming November election.

Supervisor Binder reported that the Winnebago County 4-H Leaders will be making pizzas on November 5, 2022. Pizzas can be ordered thru October 11.

Supervisor Norton reported that there are two openings for citizen members on the Aging and Disability Resource Center Committee. Interested parties should contact the Winnebago County Executive's office. The committee meets the second Monday of every month at 3:00 p.m.

Supervisor Stafford gave a report from the Judiciary and Public Safety Committee meeting regarding Resolution No. 93-082022, that was referred to them at the August 16, 2022 County Board meeting. The committee vote was 0 – 5 in opposition of this resolution.

Supervisor Defferding reported that Jake Curtis, Atolles Law, gave a presentation regarding committee sizing at the Judiciary and Public Safety Committee meeting held on September 12, 2022.

Motion by Supervisor Albrecht and seconded by Supervisor Poeschl to approve the proceedings from the August 16, 2022 Winnebago County Board meeting. CARRIED BY VOICE VOTE.

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

Executive Doemel reported on the following topics:

- Wisconsin Counties Association Conference – Executive Doemel thanked the Supervisors that attended this conference. He highlighted different events that he attended.
- Neighborhood Improvement Grant – Executive Doemel has met and settled the sub-grants with all five partners. A report on the happenings will be coming soon.
- Employee Appreciation Event – Thank you to the board members that attended. The event was very successful. Attendance included 300 employees and 500 guests. The committee was able to stay within the budget that was granted.
- Youth Government Day – This event will be held on November 3, 2022. More information will be coming. An invitation will be sent to Supervisors to attend this event.
- Diversity Affairs Commission – Executive Doemel commented that the Diversity Affairs Commission and the UW Extension Committee have discussed eliminating the Diversity Affairs Commission. It has been a struggle to keep members on this commission. Executive Doemel would like to see political aspects left out of this commission and focus on the needs of the people that this commission is meant to help.
- Community Town Halls – Executive Doemel encouraged all Supervisors to allow the Public Health Department to visit your districts to give your citizens the opportunity to voice their comments and concerns regarding Covid.
- ARPA Commission Update – Meeting on September 27, 2022. They will have a strategic plan for this money. He will report on the projects that have been proposed to him. A resolution will be presented to the board to accept the second payment of these funds.
- 2023 Budget - Finishing the process of the budget book to be presented to the board. He commends the department heads for holding to their goal of reaching a zero percent increase in their budgets.

### **COUNTY EXECUTIVE APPOINTMENTS**

#### **Board of Adjustment**

Executive Doemel asked for the board's approval of his appointment of Tom Verstegen to the Board of Adjustment. This term will expire June 30, 2025. Motion by Supervisor Farrey, seconded by Supervisor Defferding to accept. CARRIED BY VOICE VOTE.

#### **Fox Valley Workforce Development Board**

Executive Doemel asked for the board's approval of his re-appointment of Russ Haase, Aurora Health Care; Larry Lautenschlager, Winnebago Area Labor Council; and Jennifer Marks, Forward Services Corporation.

Motion by Supervisor Poeschl, seconded by Supervisor Ellenberger to accept. CARRIED BY VOICE VOTE.

Appointments of Kasey Borkenhagen, Oshkosh Corp.; and Rob Kleman, Oshkosh Chamber of Commerce, to the Fox Valley Workforce Development Board. These five terms will expire June 30, 2025. Motion by Supervisor Stafford, seconded by Supervisor Farrey to accept. CARRIED BY VOICE VOTE.

#### **Omro Library Board**

Executive Doemel asked for the board's approval of his appointment of Supervisor Jeffrey Beem to the Omro Library Board. This term will expire April 31, 2025. Motion by Supervisor Albrecht, seconded by Supervisor Horan to accept. CARRIED BY VOICE VOTE.

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

Chairman Egan reported that the resolutions sent out with the packet had a "DRAFT" watermark on them. The County Clerk's Office inquired if they should resend the resolutions, it was decided to not waste the paper.

Chairman Egan announced that Supervisors Robinson, Nichols, Gustafson and Schellenger were excused from this meeting.

Chairman Egan announced that Resolution #93-082022 "Amend Rule 8.3 to Require that All Materials for Winnebago County Board Meetings and All Commission, Board, and Committee Meetings only be Delivered Electronically by the Winnebago County Clerk's Office to Winnebago County Board Supervisors" was pulled from this evening's agenda.

### **ZONING REPORTS AND ORDINANCES**

- Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Troy A. Dederig, Town of Neenah; for a zoning change from R-1 (Rural Residential) to A-2 (General Agriculture). Motion by Supervisor Farrey, seconded by Supervisor Nussbaum to accept. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 09/01/22 – A request to rezone from R-1 (Rural Residential) to A-2 (General Agriculture) for tax parcel nos. 010-0090-13. Motion by Supervisor Farrey, seconded by Supervisor Cox to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)
- Report No. 002 – A report from the Planning and Zoning Committee regarding a requested zoning change from Teresa Blade, Town of Nepeuskun; for a zoning change from A-2 (General Agriculture) to R-1 (Rural Residential). Motion by Supervisor Hinz, seconded by Supervisor Horan to accept. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 09/02/22 – A request to rezone from A-2 (General Agriculture) to R-1 (Rural Residential) for tax parcel no. 014-0055-01-03. Motion by Supervisor Hinz, seconded by Supervisor Floam to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)
- Amendatory Ordinance No. 09/03/22 – A request from the Town of Wolf River on behalf of Multiple Property Owners for a zoning change to rezone from A-1 (Agri-Business District) to A-2 (General Farming District) and A-3 (Small Farming District) for tax parcel nos. 032-0678-05, 032-0675, 032-0683, 032-0683-02, 032-0436, 032-0678-06, 032-0422, 032-0423-03, 032-0656, 032-0657, 032-0669-01, 032-0670, 032-0670-02, 032-0231, 032-0233, 032-0238, 032-0239, 032-0239-01, 032-0423-02, 032-0423-04, and 032-0678-02. Motion by Supervisor Miller, seconded by Supervisor Dowling to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)
- Amendatory Ordinance No. 09/04/22 – A request from the Town of Nepeuskun on behalf of Teresa Blade for a zoning change from Farmland Preservation Overlay and A-2 (Agricultural District) tax parcel No. 014-0055-01-03 to Non-Farmland Preservation Overlay and R-1 (Rural Residential); and 014-0055-01-04 from Farmland Preservation Overlay and A-2 (Agricultural District) to Non-Farmland Preservation Overlay and A-2 (Agricultural District). Motion by Supervisor Hinz, seconded by Supervisor Dowling to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)
- Amendatory Ordinance No. 09/05/22 – A request from the Town of Utica on behalf of Barb Rank Life Estate for a zoning change to rezone from A-2 (Agricultural District) to RR (Rural Residential Recreational Mixed Use) for tax parcel no. 024-0030. Motion by Supervisor Zastera, seconded by Supervisor Floam to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)
- Amendatory Ordinance No. 09/06/22 – A request from the Town of Utica on behalf of Matt Ziegenhagen for a zoning change to rezone from A-2 (Agricultural District) to RR (Rural Residential Recreational Mixed Use) for tax parcel no. 024-0243. Motion by Supervisor Zastera, seconded by Supervisor Floam to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 23, 2022)

### **RESOLUTIONS AND ORDINANCES**

**RESOLUTION NO. 93-082022:** **Amend Rule 8.3 to require that all materials for Winnebago County Board Meetings and all commission, board, and committee meetings only be delivered electronically by the Winnebago County Clerk's Office to Winnebago County Board Supervisors.**

WHEREAS, Rule 8.3 currently reads: "This Agenda, along with appropriate attachments, shall be sent, mailed or made available, electronically posted and accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting."

WHEREAS, there is significant time and cost incurred by the Winnebago County Clerk's office to mail all materials to Winnebago County Board Supervisors for Winnebago County Board meetings and commission, committee and board meetings; and

WHEREAS, Rule 8.3 shall read:

8.3 This Agenda, along with appropriate attachments, shall be sent, ~~mailed or made available,~~ to all supervisors electronically and with use of their Winnebago County iPad. It shall be electronically posted and made accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting. All materials for County Board meetings and all commissions, boards, and committees meetings shall only be delivered electronically to supervisors by the Winnebago County Clerk's office but can be mailed to citizen members.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Rule 8.3 of the Winnebago County Rules to read as follows:



8.3 This Agenda, along with appropriate attachments, shall be sent to all supervisors electronically and with use of their Winnebago County iPad. It shall be electronically posted and made accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting. All materials for County Board meetings and all commission, board, and committee meetings shall only be delivered electronically to supervisors by the Winnebago County Clerk's Office but can be mailed to citizen members.

Submitted by:  
MIKE NORTON, DISTRICT 20  
Considered by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE

WITHDRAWN. This resolution was pulled from the agenda. It was received after the deadline for submitting resolutions to be placed on the agenda--County Board Rule 8.2 – For an item to be printed on the agenda, it must be presented to the County Clerk's Office no later than Monday noon of the week prior to the Board meeting. This includes communications and details on if the meeting will utilize a remote option, such as, by way of example, online meetings.

**RESOLUTION NO. 95-092022: Commendation for Elizabeth "Betty" DeHart**

WHEREAS, Elizabeth "Betty" DeHart has been employed with the Winnebago County Department of Facilities & Property Management, for the past twenty-one years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Elizabeth "Betty" DeHart 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 it hereby is extended to Elizabeth "Betty" DeHart for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the County Clerk send a copy of this Resolution to Elizabeth "Betty" DeHart.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Poeschl to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 96-092022: Disallow Claim of Mark Morgan**

WHEREAS, your Personnel and Finance Committee has had the claim of Mark Morgan referred to it for review; and

WHEREAS, your Committee has investigated the claim and recommends it be disallowed by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Mark Morgan, filed with the County Clerk on Mark Morgan, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Horan to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 97-092022: Authorizing the Borrowing of an Amount not to Exceed \$6,000,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor**

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that it is necessary, desirable and in the best interest of Winnebago County to raise funds for the purpose of paying the cost of constructing, replacing, demolishing and improving roads and highways and airport hangar projects, including associated aprons and taxiways (collectively, the "Project"), and there are insufficient funds on hand to pay said costs; and

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

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

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$6,000,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.



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

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum not to exceed SIX MILLION DOLLARS (\$6,000,000).

Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell, on behalf of and in the name of the County, general obligation promissory notes aggregating a principal amount not to exceed SIX MILLION DOLLARS (\$6,000,000) (the "Notes"). The sale of the Notes shall be negotiated with Robert W. Baird & Co. Incorporated ("Baird"), and the terms of the Notes, including the dating, interest rates, maturity schedule and other details with respect to the Notes, shall be subject to approval by subsequent resolution of the Winnebago County Board of Supervisors. There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

Section 3. Official Statement. The County Clerk shall cause an Official Statement concerning this issue to be prepared by Baird. The appropriate County officials shall determine when the Official Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to constitute full authorization of such Statement under this Resolution.

Section 4. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the Winnebago County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 20th day of September, 2022.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Beem to adopt. The vote required for this resolution was changed from three-fourths of members present to three-fourths of members elect according to Wisconsin State Statutes. Vote on Resolution: AYES: 27; NAYES: 5 – Dowling, Defferding, Stafford, Ponzer and Powers; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. CARRIED.

**RESOLUTION NO. 98-092022:** **Authorize the addition of \$1,791,500 in construction and renovation costs to the Grundman Boat Landing Capital Improvement Project, of which \$548,188 will be funded with either a transfer from the undesignated general fund balance, or with an advance from the general fund to be reimbursed with a subsequent bond issue.**

WHEREAS, improvements and renovations to the Grundman Boat Landing seek to address limited parking space, site safety, security and lack of amenities; and

WHEREAS, the Winnebago County Parks Department 2022 – 2026 Capital Improvement Plan calls for renovations and improvements to the Grundman Boat Landing in 2023; and

WHEREAS, the Winnebago County Board has previously approved a capital improvement project with \$185,000 in planning, design, and permitting costs for the Grundman Boat Landing improvements; and

WHEREAS, Winnebago County Parks Department now requests the approval of construction and renovation expenses in the amount of \$1,791,500 to be added to the Grundman Boat Landing project; and

WHEREAS, the Winnebago County Parks Departments received grant funds in the amount of \$400,000 from the Fox River/Green Bay Natural Resource Trustee Council and \$843,312 from the Wisconsin Department of Natural Resources.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the addition of \$1,791,500 in construction and renovation costs to the Grundman Boat Landing Capital Improvement Project, of which \$548,188 will be funded with either a transfer from the undesignated general fund balance, or with an advance from the general fund to be reimbursed with a subsequent bond issue, with the remainder to be funded through outside sources.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

:

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

**RESOLUTION NO. 99-092022:** **Authorize Consecutive Beverage Pouring Rights Agreement between Winnebago County and Pepsi Bottling Group, LLC**

WHEREAS, Pepsi Bottling Group, LLC (hereinafter referred to as "Pepsi") desires to enter into a consecutive beverage pouring rights agreement with Winnebago County whereby Pepsi would to be the

official beverage of the Winnebago County Parks Department as has previously been the case since 2006 and would thereby be provided with exclusive sales and advertising rights at predetermined Parks properties; and

WHEREAS, pursuant to this agreement, Lessees of Parks properties would agree to sell exclusively Pepsi beverage products at events which they sponsor; and

WHEREAS, pursuant to this agreement, Pepsi would be granted rights allowing it to install and maintain soda vending machines at predetermined Parks properties; and

WHEREAS, in exchange for both its financial and material support, Winnebago County would extend to Pepsi certain promotional privileges including the right to post specified advertising related materials at predetermined Parks properties; and

WHEREAS, in conjunction with this agreement, Pepsi would annually pay Winnebago County a support payment of \$2,000.00, as well as a compensatory sum based upon the total amount of beverage cases sold at Parks properties, multiplied by the beverage case commission rate applicable within any given year over the term of the agreement;

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 into an agreement with Pepsi for beverage pouring rights at predetermined Parks properties which shall run through July 31, 2027 and shall contain those major terms described above. A copy of the aforementioned agreement is attached hereto and incorporated herein for reference.

Submitted by,  
PARKS & RECREATION COMMITTEE

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

**RESOLUTION NO. 100-092022:                    Approving a Winnebago County Parks Department Booking Policy for Winnebago County 4H Program Events**

WHEREAS, Winnebago County Parks Department and Winnebago County 4H Program want to adopt a policy statement and fee structure in order to schedule events and programs at the Sunnyview Exposition Center; and

WHEREAS, Winnebago County recognizes the importance of the Winnebago County 4H Program and the benefit it provides to the residents and youth of Winnebago County; and

WHEREAS, this partnership is mutually beneficial for both parties, and the County wishes to accommodate booking of events by the 4H Program without booking fees and at discounted rates, within certain parameters as set out in the proposed policy.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to approve the policy and fee structure for the use of the Sunnyview Exposition Center for Winnebago County 4H Programs and Events.

Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 101-092022:                    Approve Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport**

WHEREAS, Winnebago County and the City of Oshkosh have mutually operated an Airport Fire Station since 1974; and

WHEREAS, the Agreement for Fire Station Manpower Services was last executed by both parties in 1987; and

WHEREAS, the Airport Fire Station has been operated under the terms of the 1987 agreement since that time; and

WHEREAS, both parties wish to modernize and reaffirm their commitment to operating the Airport Fire Station by executing a new Intergovernmental Agreement; and

WHEREAS, this Intergovernmental Agreement will be for an initial term of one (1) year with up to nine (9) renewal periods of one (1) year per renewal period; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport between the City of Oshkosh and Winnebago County.

Submitted by:  
AVIATION COMMITTEE

Motion by Supervisor Gabert, seconded by Supervisor Horan to adopt. CARRIED BY VOICE VOTE.

**ORDINANCE 102-092022:      Approve Amendments to Winnebago County General Code Chapter 21 – Airport Ordinance**

WHEREAS, The Aviation Committee has reviewed and recommends approval of amendments made to Chapter 21 of the General Code; and

WHEREAS, the amendments include changes to terms that reflect current FAA terminology, grammar and spelling changes, fines and penalties changes, the addition of a new rate for commercial land leases, an increase in rates and charges for land leases and hangar rentals; and

WHEREAS, Airport staff have used the increase in CPI-U between 2016 and 2022 and an airport rates comparison survey conducted by the Wisconsin Department of Transportation to determine the new rates.

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO DOES ORDAIN AS FOLLOWS: That Chapter 21 of the General Code of Winnebago County be revised to update terminology, fines and penalties, add a commercial land lease rate, and increase land lease and t-hangar rates to account for inflation.

BE IT FURTHER ORDAINED by the County Board of Supervisors of the County of Winnebago that said amendment to the General Code of Winnebago County shall become effective on the date following the date of the publication.

Submitted by:  
AVIATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Gabert, seconded by Supervisor Floam to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 103-092022:      Request authorization to accept grant funds in the amount of \$10,000.00 from the Fox Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers and approve attached budget transfer.**

WHEREAS, the Fox-Wolf Watershed Alliance applied for "The Fund for Lake Michigan and National Fish and Wildlife Foundation Grant" (here in referred to as "the Grant") and was awarded \$10,000.00; and

WHEREAS, the Grant provides funds to enroll 100 acres of cropland into soil health conservation systems with farmers by implementing cover crops and no-till. This system would result in a reduction of phosphorus and sediment runoff entering the Winnebago system; and

WHEREAS, a Memorandum of Understanding between the Fox-Wolf Watershed Alliance and the Winnebago County Land & Water Conservation Department is attached outlining the technical assistance program for regenerative agriculture practices in the Fox-Wolf Basin; and

WHEREAS, the Winnebago County Land Conservation Department will pay farmers to implement this system and will be reimbursed by the Fox-Wolf Watershed Alliance for all costs associated with the farmers installing these systems. Additionally, the Winnebago County Land and Water Conservation Department will be paid \$10 per acre for 2 years for every acre enrolled in the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes the Winnebago County Land and Water Conservation Department to accept \$10,000.00 in grant funds from the Fox-Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers, and approves the budget transfer attached.

Submitted by:  
LAND CONSERVATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Farrey, seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 104-092022:      Create Rule 18.8 of the Winnebago County Board of Supervisors to allow any member of any committee, commission or board to vote remotely except for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders).**

WHEREAS, Resolution 81-062022 amended Rules 11.6 and 9.15 of the Winnebago County Board of Supervisors to require the physical presence of Winnebago County Board Supervisors in the officially designated County Board/Committee Meeting physical space to cast votes; and

WHEREAS, a number of supervisors have expressed concern over the amended rules as they pertain to committee, commission, and board meetings (other than the Winnebago County Board of Supervisors meetings); and

WHEREAS, Rule 18.8 is hereby put forth as a new rule to address any concern created by amended rules 11.6 and 9.15; and

WHEREAS, Rule 18.8 of the Winnebago County Board of Supervisors shall read:

"Any member of any committee, commission or board may fully participate in a meeting and vote either remotely or in person but for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders). The chair of the meeting must be physically present if the meeting is held in a hybrid form."

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it creates Rule 18.8 of the Winnebago County Rule to read as follows:

Rule 18.8 Any member of any committee, commission or board may fully participate in a meeting and vote either remotely or in person except for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders). The chair of the meeting must be physically present if the meeting is held in a hybrid form.

Submitted by:

MIKE NORTON, District 20

CHUCK FARREY, District 30

JUDICIARY & PUBLIC SAFETY COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Gordon to adopt.

Motion by Supervisor Powers to amend the resolution on Line 26 to read as follows: "either remotely or in person if live image can be seen, not just name or photo image thru remote means...". No second to this motion.

After discussion, motion by Supervisor Poeschl, seconded by Supervisor Norton, to refer this resolution to the Judiciary & Public Safety Committee. Vote to Refer: AYES: 13 – Borchart, Ellenberger, Wise, Binder, Floam, Poeschl, Norton, Hinz, Buck, Powers, Cox, Nelson and Miller; NAYES: 19; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED.

Motion by Supervisor Poeschl, seconded by Supervisor Norton to amend the resolution to include providing committee members with the opportunity to vote virtually, by determination of that committee to allow that choice. Corporation Counsel, Mary Anne Mueller shared language that she feels will work for this resolution. Line 25 would read as follows: "With unanimous consent of a committee, commission or board, a member may fully participate in a meeting and vote either remotely or in person...."

Motion by Supervisor Stafford, seconded by Supervisor Floam to call the question. Vote on Call the Question for the Amendment: AYES: 26; NAYES: 6 – Eisen, Albrecht, Gabert, Poeschl, Buck and Egan; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. CARRIED.

Vote on Supervisor Poeschl's Amendment: AYES: 16 – Borchart, Defferding, Wise, Binder, Gordon, Ponzer, Poeschl, Norton, Hinz, Zellmer, Buck, Powers, Cox, Farrey, Beem and Nelson; NAYES: 16 – Dowling, Eisen, Horan, Ellenberger, Nussbaum, Stafford, Albrecht, Gabert, Swan, Floam, Hanson, Youngquist, Harrison, Zastara, Egan and Miller; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED.

Motion by Supervisor Eisen, seconded by Supervisor Wise to postpone this resolution indefinitely.

Motion by Supervisor Floam, seconded by Supervisor Dowling to Call the Question on Postponing this Resolution. Vote on Calling the Question: AYES: 22; NAYES: 10 – Horan, Binder, Swan, Ponzer, Poeschl, Norton, Zellmer, Buck, Powers and Cox; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. CARRIED.

Vote to Postpone Indefinitely: AYES: 12 – Dowling, Eisen, Horan, Defferding, Wise, Stafford, Albrecht, Gabert, Floam, Hinz, Cox and Egan; NAYES: 20; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED.

Motion by Supervisor Norton to amend line 25 by adding the word "citizen" after the word "Any". No second to this motion.

A friendly amendment was offered by Supervisor Horan and seconded by Supervisor Zastera to substitute the word "except" for the word "but" on Line 26.

Vote on Resolution as Corrected with the Friendly Amendment: AYES: 16 – Borchart, Ellenberger, Wise, Binder, Swan, Gordon, Ponzer, Poeschl, Norton, Zellmer, Buck, Powers, Youngquist, Farrey, Beem and Nelson; NAYS: 16 – Dowling, Eisen, Horan, Defferding, Nussbaum, Stafford, Albrecht, Gabert, Floam, Hinz, Hanson, Cox, Harrison, Zastara, Egan and Miller; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED. (Required 2/3 vote to pass)

**RESOLUTION NO. 105-092022: Amend Rule 10.2 of the Winnebago County Board of Supervisors to limit the time supervisors may speak on a subject.**

WHEREAS, Rule 10.2 of the Winnebago County Board of Supervisors limits members from speaking more than twice on the same question without leave of the Board, except to answer questions from the Chair or the Floor; and

WHEREAS, Rule 10.2 of the Winnebago County Board of Supervisors currently reads:

"10.2 No member shall speak more than twice on the same question without leave of the Board, except to answer questions from the Chair or the Floor. The Chair must enforce this rule when a violation is called to the attention of the Chair."

WHEREAS, the Winnebago County Board Chair solicited recommendations from members as to ways to *shorten the length of Board meetings due to the length of the meetings and the attention span of the average adult.*

- On April 19, 2022, the Winnebago County Board of Supervisors meeting ran 5 hours 52 minutes.
- On April 26, 2022, the Winnebago County Board of Supervisors meeting ran 3 hours 40 minutes.



- On May 3, 2022, the Winnebago County Board of Supervisors meeting ran 4 hours 30 minutes.
- On May 17, 2022, the Winnebago County Board of Supervisors meeting ran 4 hours 42 minutes.
- On June 21, 2022, the Winnebago County Board of Supervisors meeting ran 6 hours 16 minutes.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Rule 10.2 to read as follows:

No member shall speak more than 2 minutes AND twice on the same question (a total of 4 minutes per question) without leave of the Board, except to answer questions from the Chair or the Floor. The Chair must enforce this rule when a violation is called to the attention of the Chair.

Submitted by:  
THOMAS EGAN, District 33  
JUDICIARY & PUBLIC SAFETY COMMITTEE

Motion by Supervisor Stafford, seconded by Supervisor Hinz to adopt.

Motion by Supervisor Powers, seconded by Supervisor Norton, to amend the amount of time that supervisors are allowed to speak regarding one resolution/subject. Change from two minutes to four minutes and to be allowed to speak twice (four minutes each) on one resolution/subject for a total of eight minutes.

Motion by Supervisor Eisen, seconded by Supervisor Poeschl, to postpone this resolution until after the budget meeting, and bring it back at the November 15, 2022 meeting.

Motion by Supervisor Farrey, seconded by Supervisor Cox to call the question. CARRIED BY VOICE VOTE.

Vote on Postponing until November 15, 2022: AYES: 8 – Borchert, Eisen, Wise, Ponzer, Buck, Powers, Egan and Nelson; NAYES: 24; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED.

Vote on Supervisor Power's Amendment to Change to 4 Minutes: AYES: 15 – Dowling, Borchart, Eisen, Stafford, Binder, Floam, Gordon, Ponzer, Poeschl, Norton, Powers, Hanson, Harrison, Beem and Miller; NAYES: 17; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. FAILED.

Motion by Supervisor Nussbaum, seconded by Supervisor Floam to call the question. CARRIED BY VOICE VOTE. NAYES: 1 – Norton.

Vote on Resolution: AYES: 22; NAYES: 10 – Eisen, Horan, Defferding, Stafford, Binder, Ponzer, Poeschl, Norton, Powers and Cox; ABSTAIN: 0; ABSENT: 4 – Nichols, Robinson, Schellenger and Gustafson. PASSED.

#### **RESOLUTION NO. 106-092022: Supporting Operation Green Light for Veterans**

WHEREAS, the residents of Winnebago County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Winnebago County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service member experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Winnebago County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Winnebago County hereby declares from October through Veterans Day, November 11<sup>th</sup> 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

BE IT FURTHER RESOLVED that in observance of Operation Green Light, Winnebago County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Submitted by:  
VETERANS SERVICE COMMISSION  
MICHAEL NORTON, District 20

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

Motion by Supervisor Albrecht, seconded by Supervisor Poeschl to adjourn until the October 18, 2022 meeting at 6:00 p.m. The meeting was adjourned at 8:55 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 September 20, 2022.

Julie A. Barthels  
Winnebago County Deputy Clerk



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

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

October 11, 2022

Dear Members of the County Board of Supervisors,

Please see my appointments below for this month.

**DIRECTOR OF FINANCE-** Paul Kaiser. Resume is attached

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Jon Doemel'. The signature is stylized with large, sweeping loops and a prominent 'J' and 'D'.

Jon Doemel

Winnebago County Executive

---

## Paul J. Kaiser, CPA, MBA

---

Email: [REDACTED]

### **CFO / Director of Finance**

With comprehensive experience in

REPORTING / DOCUMENTATION  
STAFF MANAGEMENT  
PLANNING / BUDGETING  
CUSTOMS – NAFTA  
CREDIT / COLLECTIONS  
STANDARD COSTING  
CORPORATE CHANGES

FINANCIAL MANAGEMENT & ANALYSIS  
BUDGET PREPARATION/ADMINISTRATION  
BUSINESS ANALYSIS  
INVENTORY MANAGEMENT  
REPETITIVE MANUFACTURING  
SOFTWARE INTEGRATION  
PROCEDURES & POLICIES

US GAAP  
TAXATION  
CASH MGMT  
IFRS  
SOX /JSOX  
TREASURY  
TRAINING

CPA – STATE OF WISCONSIN

MBA – STRATEGIC PLANNING & IMPLEMENTATION

Pro-active and results oriented with broad experience in all aspects of accounting, financial management, manufacturing, and computer related topics. Demonstrates hands-on management style in the development and implementation of strategic plans to ensure company growth and well-being. Solid planning and organizational skills in coordinating all aspects of each project from inception through completion. Well-disciplined with proven ability to manage multiple assignments efficiently while meeting tight deadline schedules. Strong team builder and facilitator fostering an atmosphere that encourages highly talented professionals to maximize their potential.

---

### **PROFESSIONAL EXPERIENCE / ACCOMPLISHMENTS**

#### Wells Vehicle Electronics, L.P. (NGK Spark Plugs)

Compliance Officer & Audit

February, 2021 – May 2022

- Internal Control - key controls with selection of population and testing parameters. No longer outsourcing.
- Compliance with policies, procedures and processes both within Wells and outside Wells, such as NGK Japan, tax laws, IFRS.

#### Wells Vehicle Electronics, L.P. (NGK Spark Plugs/ Rank Group)

Director of Finance (CFO)

June, 2011 – February, 2021

- All responsibilities as Controller with added responsibility for Cash Management.
- Revolving line of Credit with MUFG \$100M, \$45M additional loans with MUFG, factoring programs with several retail customers and banks.
- Implementation of several IT systems and platform such as CINCOM, CODA, Oracle, SAP, UltriPro, and QAD.
- Implementation of switch from US GAAP to IFRS per direction of parent company (NGK Spark Plugs)
- Integral part of 7 member Executive Management team to define our Mission, Values and Vision to communicate to Operational Management and all associates.

#### Wells Vehicle Electronics, L.P. – Fond du Lac, WI (UIS Syndicate, United Components)

Controller

April 1996 – June, 2011

Overall authority of the financial operation of the organization, budget preparation and administration, audit, accounting, credit and collections, payables, cost accounting, inventory management, monthly closings, account reconciliation's and journal entry adjustments. Oversees the preparation of the monthly and annual financial statements. Supervises, leads, and supports staff of 10



**Paul J. Kaiser, CPA, MBA – page two**

Wells Manufacturing Corp. – Fond du Lac, WI (UIS Syndicate, United Components) –cont.

Controller

April 1996 – June, 2011

- Profound ability to supervise and motivate the members of the accounting team. (General Ledger, Accounts Receivable, Accounts Payable, Payroll, Cost and Inventory)
- More than 30 years experience.
- Served on committees through the transformation of the company from private to public, along with its change from a C corp to an S corp to a LP.
- Thorough knowledge of finance, accounting, budgeting, and cost control principles including GAAP.
- Uncommon knowledge of automated financial and accounting report systems. (Have been on two implementation teams through a major software conversion.)
- Profound ability to analyze financial data and prepare financial reports, statements and projections.
- Strong ability to motivate teams to produce quality materials within tight timeframes and simultaneously manage several projects.
- Monitor and analyze monthly operating results against budget.
- Monitor procedures and policies to be compliant with SOX.
- Directed and coordinated the proper and timely recording of all financial transactions, month-end and year-end closings of financial closings, along with the quarterly and annual audits.

Wells Manufacturing Corp. - Fond du Lac, WI

Cost Accounting Manager

April 1994 - April 1996

Overall authority for the development of cost accounting, procedures and practices, inventory management, budget preparation and standard costing system.

Development of Standard Cost Procedures  
Establish Planned, Current and Frozen costs on a monthly and annual basis  
Analyze and Evaluate Labor, Manufacturing, Absorption Variances  
Establish Cycle Count procedures and schedules  
Establish Physical Inventory procedures  
Reconcile physical inventory at year-end

Wells Manufacturing Corp. – Fond du Lac, WI

Cost Accounting Supervisor

April 1991 - April 1994

Responsibilities were to oversee the cost accounting procedures and practices were firmly adhered to. A major accomplishment during this period was the development of a returned goods system. This system was devised from the ground up and implemented with 9 months of the start date. System is still fully functional to date.

Wells Manufacturing Corp. – Fond du Lac, WI

Cost Accountant

July 1988 - April 1991

Responsibilities consisted of establishing labor and overhead rates, along with tracking the daily labor and overhead variances. A major accomplishment during this period was the implementation of an Import/Export software package to track movement of goods for NAFTA for our Maquiladora facility in Reynosa, Mexico.

WCUL Services Corp. – West Allis, WI  
Auditor

June 1987 - July 1988

Wisconsin Credit Union League audited Credit Unions, I was one of four auditors. My main duties included reconciling cash, testing computation of interest rates, reviewing loan documentation and reconciling fixed assets.

### **EDUCATION / ACCOMPLISHMENTS / MEMBERSHIPS**

University of Wisconsin - Oshkosh, Oshkosh, WI  
Bachelors of Business Administration, Accounting (1987)

University of Wisconsin - Oshkosh, Oshkosh, WI  
Masters of Business Administration (December, 1998)

Certified Public Accountant - Passed all for parts on first try in 1991  
Recipient of four year scholarship from Oshkosh Foundation

American Institute of Certified Public Accountants - AICPA  
Wisconsin Institute of Certified Public Accountants – WICPA

\*\*\*Note\*\*\*

- Buyout in 2003 by Carlyle Group
- Formation of United Components by Carlyle Group to handle acquisition of automotive aftermarket group
- Buyout in 2011 of United Components by the Rank Group.
- Buyout by NGK Japan in 2015 of only Wells Vehicle Electronics, L.P.

DATE: 10/18/22

# R E S O L U T I O N

No. 001

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 10/01/22

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of JUSTIN & KAYLA PUCKER and

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

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

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

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0203-02**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

---

Jon Doemel

County Board Supervisory district **32 - Zastera**



## Winnebago County

Zoning Department

*The Wave of the Future*

### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 7, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Change(s)

1. Kayla & Justin Pucker - Town Zoning Change (Tax ID No(s) 004-0203-02) – Town of Black Wolf.

The town zoning change for Kayla & Justin Pucker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land uses as Agricultural and Rural.

**RECOMMENDATION:** Approve a motion to forward zone changes to County Board for action. *Approved 5-0*

2. Victoria Paul - Town Zoning Change (Tax ID No(s) 004-0320-07) – Town of Black Wolf.

The town zoning change for Victoria Paul is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land use as Agricultural and Rural.

**RECOMMENDATION:** Approve a motion to forward zone changes to County Board for action. *Approved 5-0*

3. Fred Werner - Town Zoning Change (Tax ID No(s) 004-0320-06) – Town of Black Wolf.

The town zoning change for Fred Werner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future

land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.** *Approved 5-0*

4. Storage in Black Wolf LLC - Town Zoning Change (Tax ID No(s) 004-0045-03) – Town of Black Wolf.

The town zoning change for Storage in Black Wolf is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to B-3 (General Business) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Residential.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.** *Approved 5-0*



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Kayla and Justin Pucker

Address of Owner: 264 Old Oregon Rd

Oshkosh WI 54902

2. Name of Applicant: Same

Address of Applicant: \_\_\_\_\_

3. Legal Description of area to be rezoned (attach CSM, if applicable): Lot 1 of CSM-7935

4. Tax Parcel Number (if existing parcel): 004-0203-02

5. Section: 36 Town: 17 N Range: 16 E

6. Existing Zoning: A-2 Name of District: General Farming

7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved ☒ Denied ☐

9. Findings:

- The Town of Black Wolf has a Comprehensive Plan
- The zoning change is in compliance with that comprehensive plan.

> There are 8 residentially zoned properties within 1500 ft of this parcel.

> The R-1 Zoning will obtain a more favorable bank loan interest rate.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on June 27, 2022, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
Thomas G. Verstegen

Date: 9-12-2022

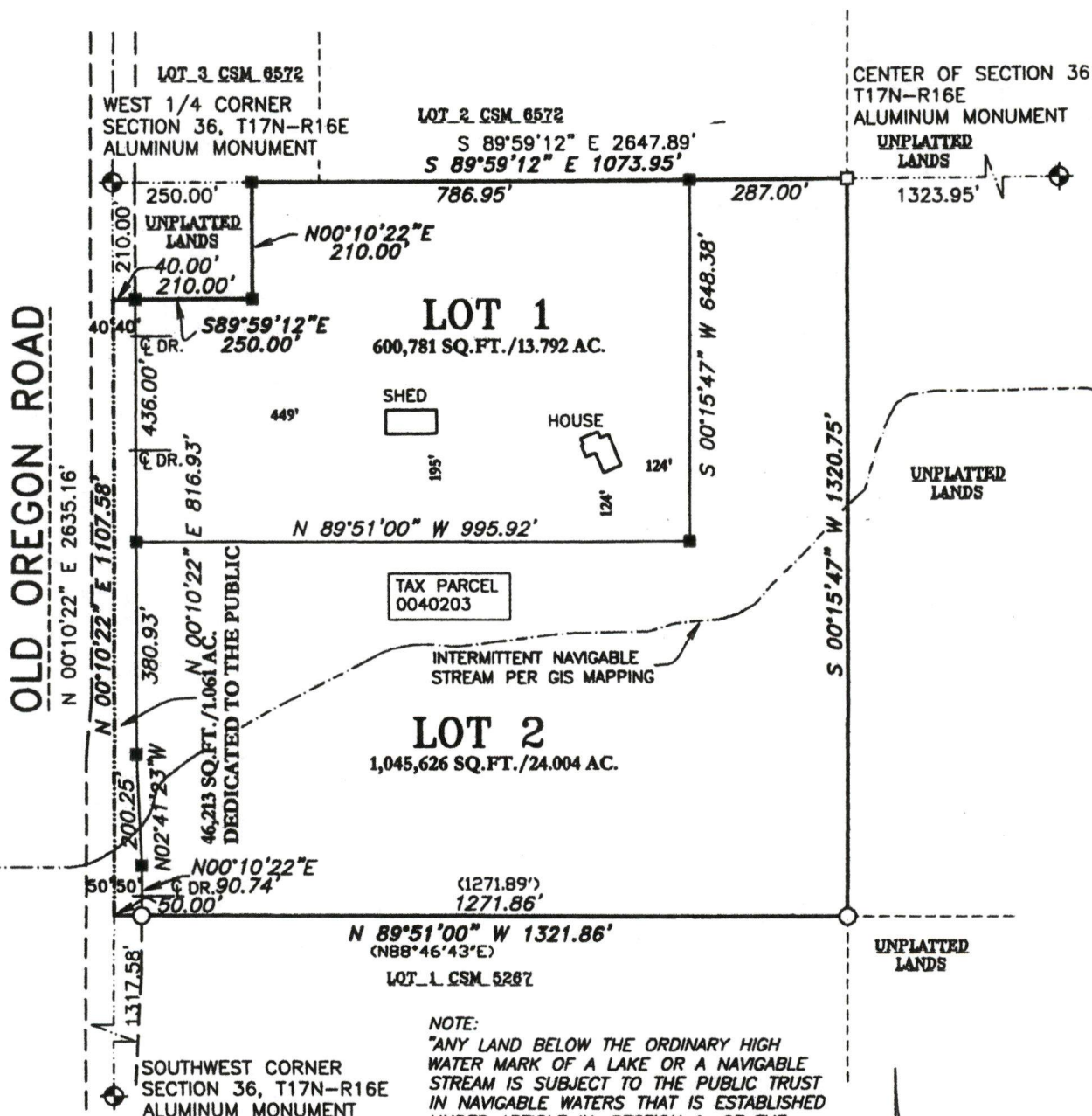


# **UNITED SURVEY MAP NO. \_\_\_\_\_**

**LOT OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 36, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.**

**CSM - 7935**

SURVEY FOR:  
JUSTIN PUCKER  
N7898 LAKESHORE DRIVE  
FOND DU LAC, WI 54937



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



Scale 1 inch = 300 feet  
0 150 300 600  
BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983(1991) IN WHICH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 36, BEARS S89°59'12"E

DATE: 10/18/22

# R E S O L U T I O N

No. 002

To The Board of Supervisors of Winnebago County, Wisconsin:

## **AMENDATORY ORDINANCE 10/02/22**

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of Victoria Paul and

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

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

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

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0320-07**; FROM **A-2** TO **R-1**

### **COUNTY DISCLAIMER:**

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

---

Jon Doemel

County Board Supervisory district **32 - Zastera**





## Winnebago County

Zoning Department

*The Wave of the Future*

### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 7, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Change(s)

1. Kayla & Justin Pucker - Town Zoning Change (Tax ID No(s) 004-0203-02) – Town of Black Wolf.

The town zoning change for Kayla & Justin Pucker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

2. Victoria Paul - Town Zoning Change (Tax ID No(s) 004-0320-07) – Town of Black Wolf.

The town zoning change for Victoria Paul is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

3. Fred Werner - Town Zoning Change (Tax ID No(s) 004-0320-06) – Town of Black Wolf.

The town zoning change for Fred Werner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future

land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.** *Approved 5-0*

4. Storage in Black Wolf LLC - Town Zoning Change (Tax ID No(s) 004-0045-03) – Town of Black Wolf.

The town zoning change for Storage in Black Wolf is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to B-3 (General Business) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Residential.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.** *Approved 5-0*



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Victoria Paul  
 Address of Owner: N5356 Orchard Ct.  
Fond du Lac, WI 54937
2. Name of Applicant: Same  
 Address of Applicant: \_\_\_\_\_
3. Legal Description of area to be rezoned (attach CSM, if applicable): Lot 2 of CSM-7911
4. Tax Parcel Number (if existing parcel): 004-0320-07
5. Section: 19 Town: 17N Range: 17E
6. Existing Zoning: A2 Name of District: General Ag
7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved ☒ Denied ☐
9. Findings:
  - The Town of Black Wolf has a Comprehensive Plan
  - The zoning change is in compliance with that comprehensive plan.

> There are 15 Residentially Zoned Properties  
within 1000 ft of this parcel

> Parcel was subdivided from family farm.

> Zoning change required for newly created parcel to be in  
compliance with the Town's Zoning Ordinance.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on march 7, 2022, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
 Thomas G. Verstegen

Date: 9-12-2022



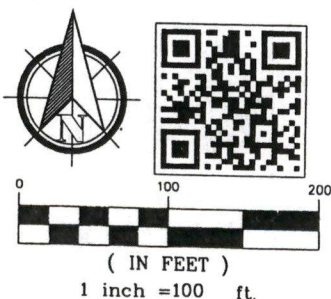
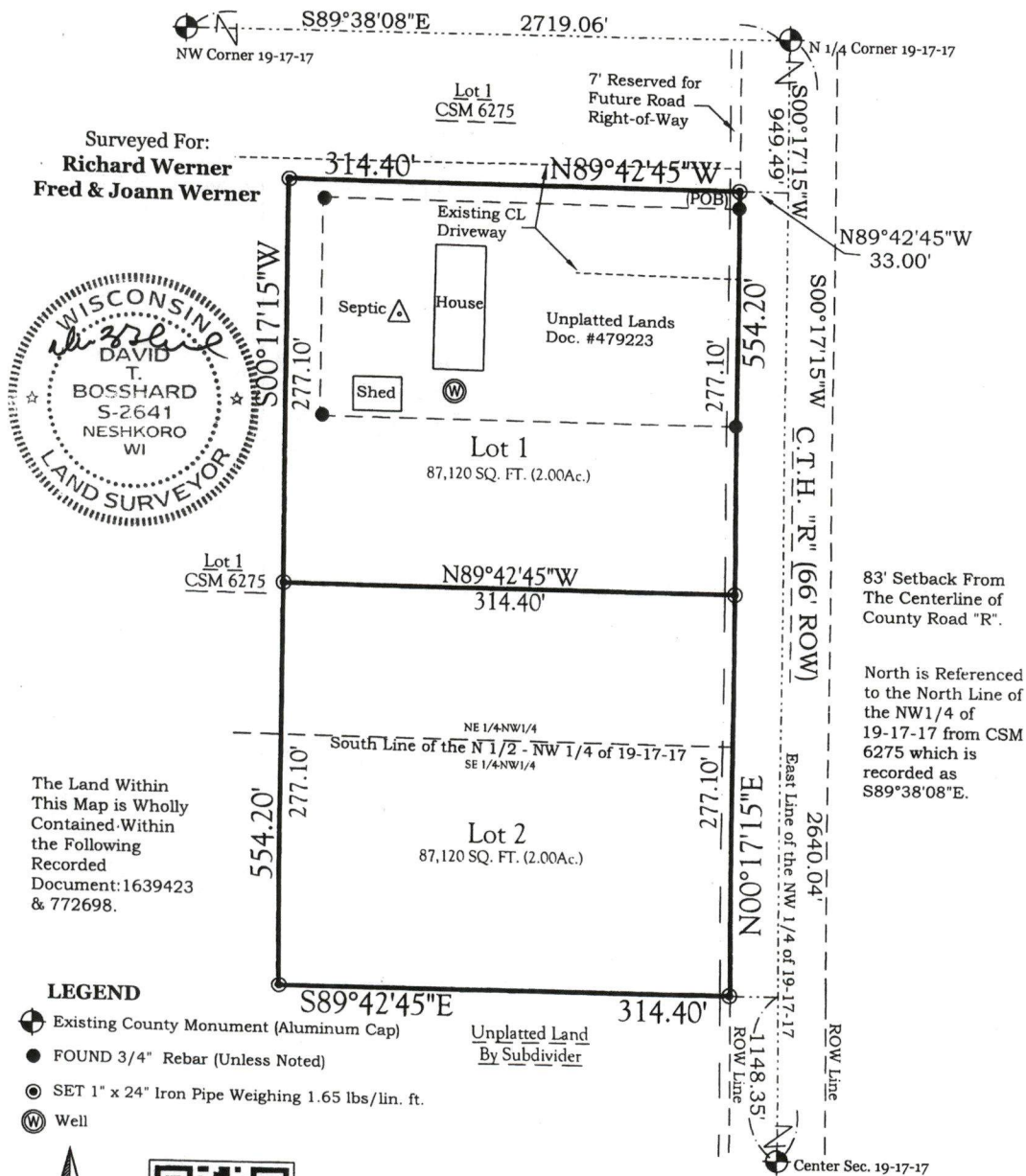
# WINNEBAGO COUNTY CERTIFIED

SURVEY MAP # \_\_\_\_\_

V \_\_\_\_\_ P \_\_\_\_\_

CSM-7911

A Resurvey And Division of Lot 1 CSM 6275, Being A Part of the NE 1/4 of the NW 1/4, And a Part of the SE 1/4 of the NW 1/4 of Section 19, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.



Drawn By: JMS  
Date: 20170221  
Job Number: 17-0232  
Sheet: 1 of 3

Surveyed By:  
**BOSSHARD SURVEYING, LLC**  
PO BOX 344 Neshkoro, WI 54960  
Phone: 920-293-4001 & 262-527-4672  
[www.BosshardSurveying.com](http://www.BosshardSurveying.com)

DATE: 10/18/22

# R E S O L U T I O N

No. 003

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 10/03/22

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of FRED WERNER and

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

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

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

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0320-06**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

---

Jon Doemel

County Board Supervisory district **32 - Zastera**



## Winnebago County

Zoning Department

*The Wave of the Future*

### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 7, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Change(s)

1. Kayla & Justin Pucker - Town Zoning Change (Tax ID No(s) 004-0203-02) – Town of Black Wolf.

The town zoning change for Kayla & Justin Pucker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

2. Victoria Paul - Town Zoning Change (Tax ID No(s) 004-0320-07) – Town of Black Wolf.

The town zoning change for Victoria Paul is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

3. Fred Werner - Town Zoning Change (Tax ID No(s) 004-0320-06) – Town of Black Wolf.

The town zoning change for Fred Werner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future

land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.** *Approved 5-0*

4. Storage in Black Wolf LLC - Town Zoning Change (Tax ID No(s) 004-0045-03) – Town of Black Wolf.

The town zoning change for Storage in Black Wolf is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to B-3 (General Business) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Residential.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.** *Approved 5-0*





# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Fred Werner  
 Address of Owner: 5675 Cty Rd R  
Oshkosh, WI 54902
2. Name of Applicant: Same  
 Address of Applicant: \_\_\_\_\_
3. Legal Description of area to be rezoned (attach CSM, if applicable): That part of Lot 1, CSM-7911, currently zoned A-2.
4. Tax Parcel Number (if existing parcel): 004-0320-06
5. Section: 19 Town: 17N Range: 17E
6. Existing Zoning: A-2 Name of District: General Farming
7. Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved ☒ Denied ☐

9. Findings:

- > The Town of Black Wolf has a Comprehensive Plan
- > The zoning change is in compliance with that comprehensive plan.

> Additional Acreage was added to an existing parcel.

> There is currently dual zoning on the parcel which does not conform to the Town's Zoning Ordinance.

> A zoning change is required to make this a conforming parcel.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on March 7, 2022, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
 Thomas G. Verstegen

Date: 9-12-2022



# Black Wolf Town Zoning Site Map

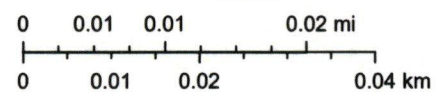


9/12/2022, 6:42:25 PM

District Code / Description

- A-1 - Agri-Business
- A-2 - General Farming
- R-1 - Rural Residential (Non-Subdivided)
- R-2 - Suburban Residential (Subdivided)
- R-3 - Two Family Residential

1:855



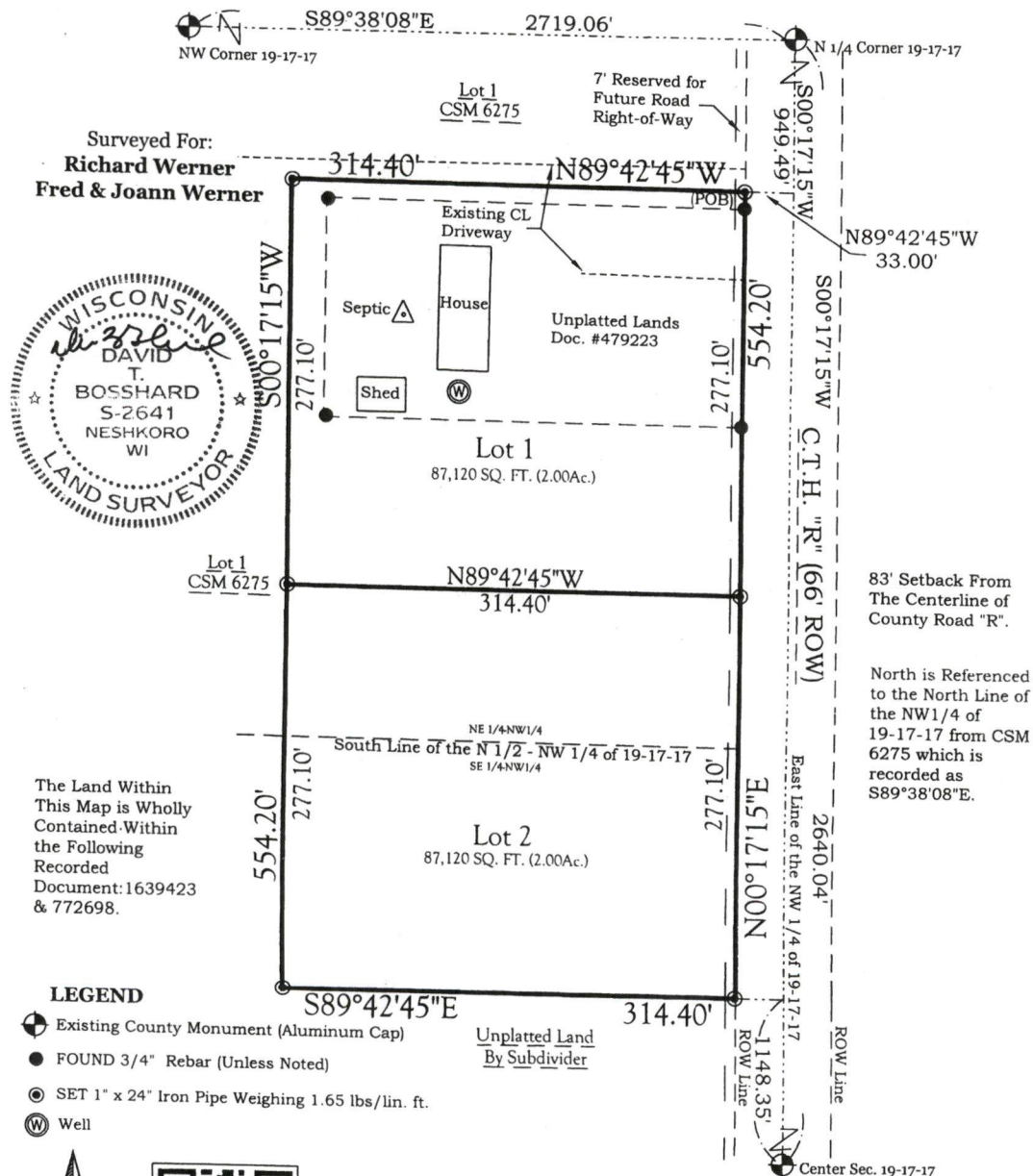
Winnebago County GIS, Imagery Date: April 2020



SURVEY MAP # \_\_\_\_\_

V \_\_\_\_\_ P \_\_\_\_\_

CSM-7911



83' Setback From  
The Centerline of  
County Road "R".

North is Referenced  
to the North Line of  
the NW1/4 of  
19-17-17 from CSM  
6275 which is  
recorded as  
S89°38'08"E.

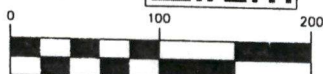
### LEGEND

- Existing County Monument (Aluminum Cap)
- FOUND 3/4" Rebar (Unless Noted)
- SET 1" x 24" Iron Pipe Weighing 1.65 lbs/lin. ft.
- Well

### Unplatted Land By Subdivider



Drawn By: JMS  
Date: 20170221  
Job Number: 17-0232  
Sheet: 1 of 3



( IN FEET )

1 inch =100 ft.

Surveyed By:  
**BOSSHARD SURVEYING, LLC**  
 PO BOX 344 Neshkoro, WI 54960  
 Phone: 920-293-4001 & 262-527-4672  
[www.BosshardSurveying.com](http://www.BosshardSurveying.com)

DATE: 10/18/22

## R E S O L U T I O N

No. 004

To The Board of Supervisors of Winnebago County, Wisconsin:

### AMENDATORY ORDINANCE 10/04/22

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of STORAGE IN BLACK WOLF LLC and

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

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF BLACK WOLF, be and the same, are amended to provide that the attached described property be changed from the classification of **B-2 (Community Business)** of said ordinance, which it now and heretofore had, to the zoned district of **B-3 (General Business)**.

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

---

County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0045-02**; FROM **B-2** TO **B-3**

### COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2022.

---

Jon Doemel

County Board Supervisory district **32 - Zastera**



## Winnebago County

### Zoning Department

*The Wave of the Future*

#### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 7, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Change(s)

1. Kayla & Justin Pucker - Town Zoning Change (Tax ID No(s) 004-0203-02) – Town of Black Wolf.

The town zoning change for Kayla & Justin Pucker is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

2. Victoria Paul - Town Zoning Change (Tax ID No(s) 004-0320-07) – Town of Black Wolf.

The town zoning change for Victoria Paul is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Agriculture) to R-1 (Rural Residential) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land use as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.**

*Approved 5-0*

3. Fred Werner - Town Zoning Change (Tax ID No(s) 004-0320-06) – Town of Black Wolf.

The town zoning change for Fred Werner is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future

land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Agricultural and Rural.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.** *Approved 5-0*

4. **Storage in Black Wolf LLC - Town Zoning Change (Tax ID No(s) 004-0045-02) – Town of Black Wolf.**

The town zoning change for Storage in Black Wolf is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from B-2 (Community Business) to B-3 (General Business) and Winnebago County's future land use plan which incorporates the City of Oshkosh' future land use plan, shows future land uses as Residential.

**RECOMMENDATION: Approve a motion to forward zone changes to County Board for action.** *Approved 5-0*



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902

Office: (920) 688-1404

info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

1. Name of Property Owner: Storage in Black Wolf LLC  
 Address of Owner: N1263 Mayflower Rd  
Greenville, WI 54942
2. Name of Applicant: Jerry VanLanen  
 Address of Applicant: Same
3. Legal Description of area to be rezoned (attach CSM, if applicable): That part of Lot 1, CSM- 7927, outside of Shoreland Zoning, currently not zoned B-3.
4. Tax Parcel Number (if existing parcel): 004-0045-02
5. Section: 1 Town: 17 N Range: 16 E
6. Existing Zoning: B-2 Name of District: Community Business
7. Proposed Zoning: B-3 Name of District: General Business

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved ☒ Denied ☐
9. Findings:
  - > The Town of Black Wolf has a Comprehensive Plan
  - > The zoning change is in compliance with that comprehensive plan.

> A Conditional Use Permit has been granted for a proposed storage business.

> The proposed storage business required a B-3 Zoning.

> The Town has determined that the proposed business would fit into the established neighborhood.

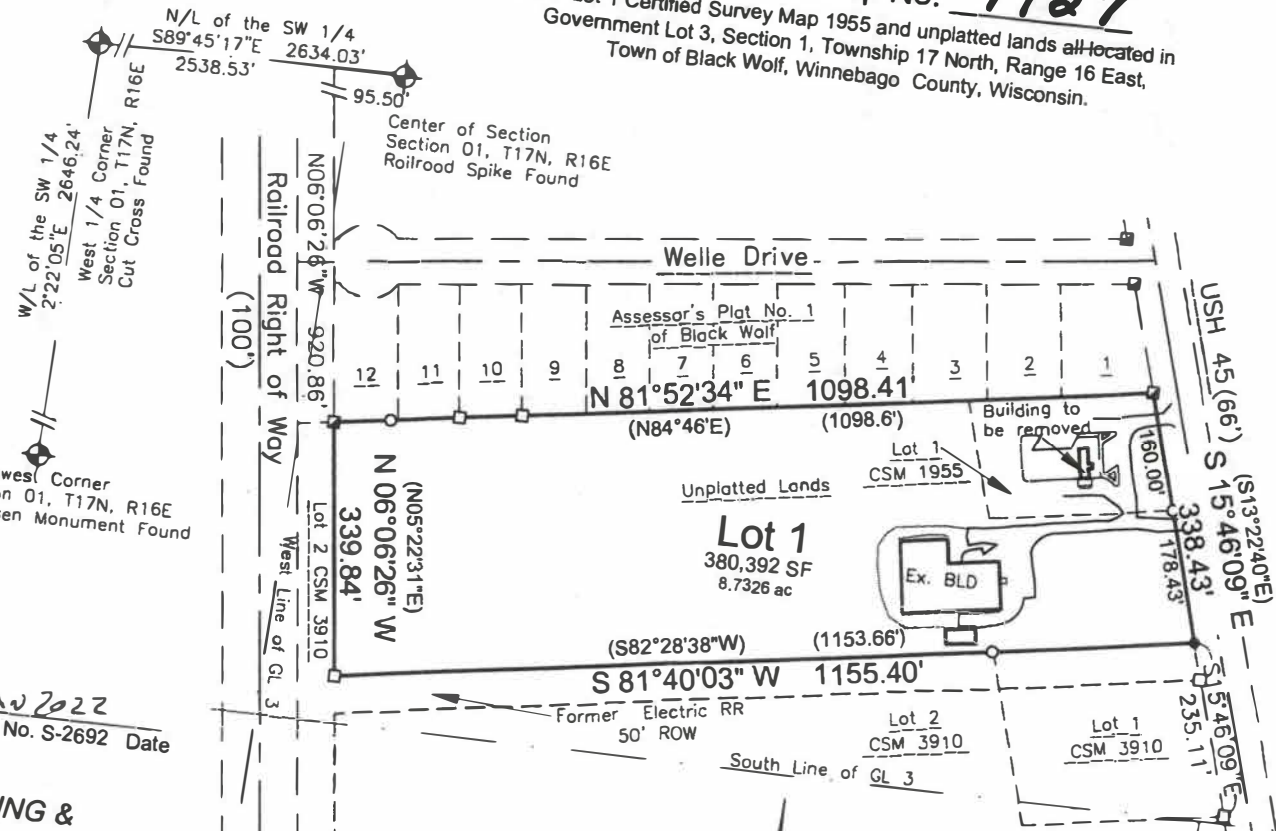
I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on April 6, 2022 and that all required notices were posted and/or mailed as required by local ordinance.

Thomas G. Verstegen  
 Thomas G. Verstegen

Date: 9-12-2022



**Certified Survey Map No. 7927**  
 All of Lot 1 Certified Survey Map 1955 and unplatted lands all located in  
 Government Lot 3, Section 1, Township 17 North, Range 16 East,  
 Town of Black Wolf, Winnebago County, Wisconsin.



WISCONSIN  
 JAMES R SEHLOFF  
 S-2692  
 APPLETON  
 WI  
 SURVEYOR  
 James R. Sehloff, Professional Land Surveyor No. S-2692 Date 19 Jan 2022

**DAVEL ENGINEERING & ENVIRONMENTAL, INC.**  
 Civil Engineers and Land Surveyors  
 1164 Province Terrace, Menasha, WI 54952  
 Ph: 920-891-1886 Fax: 920-441-0804  
 www.davel.pro

1/19/2022 9:51 AM J:\Projects\6976fox\dwg\Civil 30\6976CSM.dwg Printed by: jim

Bearings are referenced to the North line of the  
 Southwest 1/4, Section 01, T17N, R16E,  
 assumed to bear S89°45'17"E, base on the  
 Winnebago County Coordinate System.



**LEGEND**

- 3" x 18" Steel Rebar @ 1.50bs/LF SET
- 3" Rebar Found
- 1.3" O.D. Iron Pipe Found
- 2.3" O.D. Iron Pipe Found
- ⊙ Government Corner
- ( ) Recorded As

Survey for:  
 Fox Valley Storage  
 N1213 Mayflower Dr.  
 Greenville, WI 54942  
 File: 6976CSM.dwg  
 Date: 01/19/2022  
 Drafted By: Jim  
 Sheet: 1 of 4



## Certified Survey Map No. \_\_\_\_\_

All of Lot 1 Certified Survey Map 1955 and unplatted lands all located in  
Government Lot 3, Section 1, Township 17 North, Range 16 East,  
Town of Black Wolf, Winnebago County, Wisconsin.

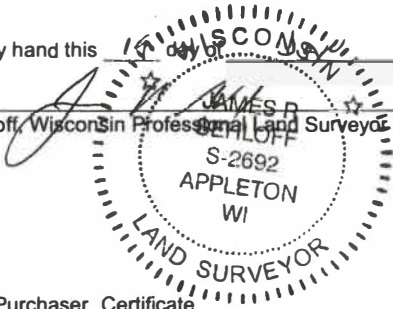
### Surveyor's Certificate

I, James R. Sehloff, Professional land surveyor, hereby certify: That in full compliance with the provisions of Chapter 236 of the Wisconsin Statutes and the subdivision regulations of the Town of Black Wolf and Winnebago County, and under the direction of David G. & Susan G Hildebrand, Vendor and Aylah Vaughn Homes, LLC, Purchaser, the property owners of said land, I have surveyed combined and mapped this Certified Survey Map; that such map correctly represents all exterior boundaries and the subdivision of the land surveyed; and that this land is all of Lot 1 Certified Survey Map 1955 and unplatted lands all located in Government Lot 3, Section 1, Township 17 North, Range 16 East, Town of Black Wolf, Winnebago County, Wisconsin, containing 380,392 Square Feet (8.7326 Acres) of land described as follows:

Commencing at the West 1/4 corner of Section 01; thence along the North line of the Northwest 1/4 of said Section 12, S89°45'17"E, 2538.53 feet; thence, S06°06'26"E, 920.86 feet to the point of beginning; thence, along the South line of Assessor's Plat No. 1 of Black Wolf, N81°52'34"E, 1098.41 feet to the West right of way line of STH 45; thence, along said West right of way line, S15°46'09"E, 338.43 feet to the North line of Certified Survey Map 3910; thence, along said North line, S81°40'03"W, 1155.40 feet to the East line of a former Electric Railroad right of way as evidenced; thence, along said East line, N06°06'26"W, 339.84 feet to the point of beginning, subject to all easements, and restrictions of record.

Given under my hand this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

James R. Sehloff, Wisconsin Professional Land Surveyor No. S-2692



### Land Contract Purchaser Certificate

Aylah Vaughn Homes, LLC, a limited liability company duly organized and existing under and by virtue of the Laws of the State of Wisconsin, as the property owner, does hereby certify that we caused the land above described to be surveyed, combined and mapped all as shown and represented on this map.

We do further certify this plat is required by s.236.10 or s.236.12 to be submitted to the following for approval or objection:

Town of Black Wolf  
City of Oshkosh  
Winnebago County Planning

\_\_\_\_\_  
Managing Member

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
State of Wisconsin )  
\_\_\_\_\_)SS  
\_\_\_\_\_)County)

Personally came before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, the above the property owner(s) to me known to be the persons who executed the foregoing instrument and acknowledge the same.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_  
Notary Public, Wisconsin

File: 6976CSM.dwg  
Date: 01/19/2022  
Drafted By: Jim  
Sheet: 2 of 4



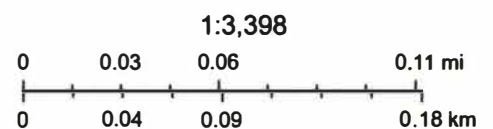
# Black Wolf Town Zoning Site Map



9/12/2022, 8:01:38 PM

District Code / Description

- A-1 - Agri-Business
- A-2 - General Farming
- R-1 - Rural Residential (Non-Subdivided)
- R-2 - Suburban Residential (Subdivided)
- R-3 - Two Family Residential



Winnebago County GIS, Imagery Date: April 2020

1 **107-102022**

2  
3 **RESOLUTION: Disallow Claim of Brian Kumbier**

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

6  
7 **WHEREAS**, your Personnel and Finance Committee has had the claim of Brian Kumbier referred to it for  
8 review; and

9 **WHEREAS**, your Committee has investigated the claim and recommends it be disallowed by Winnebago  
10 County.

11  
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim  
13 of Brian Kumbier, filed with the County Clerk on Brian Kumbier, is hereby disallowed since there is no basis for  
14 liability on the part of Winnebago County.

15  
16 Submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **4-0**

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

20  
21 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2020.

22  
23 \_\_\_\_\_  
24 Jonathan D. Doemel  
25 Winnebago County Executive

108-102022

**RESOLUTION: Awarding the Sale of \$6,000,000 General Obligation Promissory Notes**

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

**WHEREAS**, on September 20, 2022, the County Board of Supervisors of Winnebago County, Wisconsin (the "County"), by a vote of at least 3/4ths of the members-elect, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in an amount not to exceed \$6,000,000 for the purpose of paying the cost of constructing, replacing, demolishing and improving roads and highways and airport hangar projects, including associated aprons and taxiways (the "Project"); and

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

**WHEREAS**, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes and the Initial Resolution, the principal sum of SIX MILLION DOLLARS (\$6,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of SIX MILLION DOLLARS (\$6,000,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$6,000,000; shall be dated November 10, 2022; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by



the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the County shall direct.

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

#### Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2022 through 2031 for the payments due in the years 2023 through 2032 in the amounts set forth on the Schedule.

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

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

#### Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated November 10, 2022" (the "Debt Service Fund Account") and such account shall be maintained until the

indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

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

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

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

Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted Investments, but no such investment shall be made in such a manner as would cause the Notes to be "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the



County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates, circumstances and reasonable expectations in existence on the date of delivery of the Notes to the Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of the Code or Regulations.

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

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

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

Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal

agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

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

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

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

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

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

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

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

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

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

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

**Fiscal Note:** *The resolution will produce revenue of \$6,000,000 in the form of bond proceeds, which will be used to fund or partially fund capital improvement projects previously approved by the Board. Repayment of \$6,000,000 in principal and approximately \$435,355 in interest will be made through County debt service budgets from 2023 through 2032.*

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

263 Committee Vote: \_\_\_\_\_

264

265 Vote Required for Passage: **MAJORITY**

266

267 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_

268 \_\_\_\_\_, 2022.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

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EXHIBIT A

Note Purchase Agreement

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

EXHIBIT B-1

Pricing Summary

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)



EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by the Purchaser and incorporated into the Resolution.

(See Attached)

## EXHIBIT MRP

### Mandatory Redemption Provision

The Notes due on April 1, \_\_\_\_, \_\_\_\_ and \_\_\_\_ (the "Term Bonds") are subject to mandatory redemption prior to maturity by lot (as selected by the Depository) at a redemption price equal to One Hundred Percent (100%) of the principal amount to be redeemed plus accrued interest to the date of redemption, from debt service fund deposits which are required to be made in amounts sufficient to redeem on April 1 of each year the respective amount of Term Bonds specified below:

#### For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

#### For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

#### For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

#### For the Term Bonds Maturing on April 1, \_\_\_\_

<u>Redemption</u> <u>Date</u>	<u>Amount</u>
____	\$ ____
____	____
____	____ (maturity)

EXHIBIT C

(Form of Note)

UNITED STATES OF AMERICA

REGISTERED STATE OF WISCONSIN DOLLARS  
NO. R-\_\_\_\_ WINNEBAGO COUNTY \$\_\_\_\_\_

GENERAL OBLIGATION PROMISSORY NOTE

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ November 10, 2022 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS  
(\$\_\_\_\_\_)

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2023 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$6,000,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of constructing, replacing, demolishing and improving roads and highways and airport hangar projects, including associated aprons and taxiways, as authorized by resolutions adopted on September 20, 2022 and October 18, 2022. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2030 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2029 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

【The Notes maturing in the years \_\_\_\_\_ are subject to mandatory redemption by lot as provided in the resolutions referred to above, at the redemption price of par plus accrued interest to the date of redemption and without premium.】

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

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

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

WINNEBAGO COUNTY, WISCONSIN

By: \_\_\_\_\_  
Thomas J. Egan

Chairperson

(SEAL)

By: \_\_\_\_\_  
Susan T. Ertmer  
County Clerk

ASSIGNMENT

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

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



109-102022

**RESOLUTION: Authorize Winnebago County to Accept the Second Tranche of State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act (ARPA) in the Amount of \$16,695,459**

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

**WHEREAS**, in order to support the pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 (ARPA) established State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and tribal governments to bolster their response to the COVID-19 emergency and its economic impacts; and

**WHEREAS**, of the \$350 billion earmarked, Winnebago County was allocated \$33,390,918, to be disbursed in two tranches of \$16,695,459 each. The first tranche was received by the County on May 19, 2021, and was accepted by the Board through Resolution 196-082021, adopted on August 17, 2021; and

**WHEREAS**, the second tranche of \$16,695,459 was received by the County on July 11, 2022.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes Winnebago County to accept the second tranche of State and Local Fiscal Recovery Funds established by the American Rescue Plan Act in the amount of \$16,695,459, with expenditures to be appropriated at a later time.

**Fiscal Note:** *The funds of \$16,695,459 will be recognized as revenue to the County when it has been allocated to a particular use in accordance with federal regulations.*

Respectfully submitted by:

**ARPA STRATEGY AND OUTCOMES COMMISSION**

Commission Vote: 8 - 0

Vote Required for Passage: Two-Thirds of Membership

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

**RESOLUTION: Recognizing State and Local Fiscal Recovery Funds Established by the American Rescue Plan Act (ARPA) in the Amount of \$33,390,918 as Replacement of Lost Public Sector Revenue, Identifying General Government Expenditures as Having Been Funded by this Revenue**

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

**WHEREAS**, in order to support the pandemic response, bring back jobs, and lay the groundwork for a strong and equitable recovery, the American Rescue Plan Act of 2021 (ARPA) established State and Local Fiscal Recovery Funds, designed to deliver \$350 billion to state, local, territorial, and tribal governments to bolster their response to the COVID-19 emergency and its economic impacts; and

**WHEREAS**, one of the allowable uses of these funds is to replace lost public sector revenue, and regulations promulgated by the U.S. Treasury Department provide a formula which may be used to determine a presumed amount of revenue lost by the governmental entity as a result of the pandemic; and

**WHEREAS**, application of this formula shows that Winnebago County's entire allocation of \$33,390,918 may be claimed as recovery of lost revenue resulting from the pandemic; and

**WHEREAS**, with certain exceptions, ARPA funds which represent replacement of lost revenue may be used for general government services performed after March 3, 2021.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it recognizes State and Local Fiscal Recovery Funds in the amount of \$33,390,918 as replacement of lost public sector revenue for Winnebago County.

**BE IT FURTHER RESOLVED** that Winnebago County hereby identifies expenses incurred and paid in the form of regular wages incurred between March 4, 2021 and September 30, 2022 in the following general fund departments: Sheriff, Coroner, Emergency Management, Parks, Information Systems, and Facilities and Property Management, and in Park View Health Center, as general government services which have been funded through the use of ARPA SLFRF funds, and recognizes revenue in those departments in amounts totaling \$33,390,918 in 2022.

**BE IT FURTHER RESOLVED** that the eventual use of the fund balances created by recognition of this revenue will await further action by the Board.

**Fiscal Note:** *Revenue totaling \$33,390,918 will be recognized in 2022, and will be identified as having funded prior expenses in the same amount. The fund balances created by this recognition will be subject to future action by the Board.*

Respectfully submitted by:

**ARPA STRATEGY AND OUTCOMES COMMISSION**

Commission Vote: 6 - 2

Vote Required for Passage: Two-Thirds of Membership

43 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jonathan D. Doemel  
Winnebago County Executive

2 **RESOLUTION: Approve Airport Hangar Lease Amendment between NewView**  
3 **Technologies, Inc. and Winnebago County**  
4  
5

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

7 **WHEREAS**, NewView Technologies, Inc. and airport staff desires to amend the airport hangar lease for  
8 hangar K-819, dated July 1, 2017; and  
9

10 **WHEREAS**, NewView Technologies, Inc. has historically ground leased 10,250 sq. ft. of bare land next to its  
11 leased hangar. NewView Technologies no longer wishes to lease a portion of this land and is also relinquishing the  
12 first right to refusal of 9,500 sq. ft. of bare land; and  
13

14 **WHEREAS**, the remaining 5,750 sq. ft. of bare land will be categorized as paved apron to accurately reflect  
15 the use; and  
16

17 **WHEREAS**, NewView Technologies, Inc. agrees to pay Winnebago County \$950.56 per month for Hangar  
18 K819 and adjoining paved apron, with a 3% increase annually for the hangar on the anniversary of the agreement;  
19 and  
20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
22 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Hangar  
23 Lease Amendment between NewView Technologies, Inc. and Winnebago County for the purpose of conducting  
24 avionics and airframe & powerplant repairs.  
25

26 **Fiscal Note:** *No budget transfer is necessary. Revenue increase of \$88 in the first year.*  
27

28 Respectfully submitted by:

29 **AVIATION COMMITTEE**

30 Committee Vote: 5-0

31 Respectfully submitted by:

32 **PERSONNEL & FINANCE COMMITTEE**  
33

34 Committee Vote: 4-0

35 Vote Required for Passage: **Majority of Those Present**  
36

37 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.  
38

39 \_\_\_\_\_  
40 Jonathan D. Doemel  
41 Winnebago County Executive

## **AGENDA ITEM REPORT**

DATE: OCTOBER 18, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: NEWVIEW TECHNOLOGIES, INC. AIRPORT HANGAR LEASE AMENDMENT I

### **Background:**

NewView Technologies has been a tenant on the airport for over 20 years. They currently lease three county-owned hangars for the purpose of conducting avionics and airframe & powerplant repairs. Their current lease for Hangar K-819 was due for a rent adjustment only, but adjustments to their leasehold space have necessitated a lease amendment.

In addition to leasing the 2,500 sq. ft. county-owned hangar K-819, NewView Technologies has historically ground leased 4,500 sq. ft. of green space on the north side of the K-819 hangar for potential future expansion of the facility. After discussion, NewView is looking into other options for expansion and no longer desires to lease the 4,500 sq. ft. A 9,500 sq. ft. first right of refusal is also being vacated by NewView as a part of this amendment. Only 5,750 sq. ft. of ground lease remains on this amendment and is being converted to "paved apron" (\$.25/sq. ft./year) to accurately reflect its actual use.

### **Policy Discussion:**

The hangar rate for 2022-2023 will be increased by 3% from the previous year per the current lease and subsequent years the rate will increase by 3% annually. The rate for November 1, 2022 through June 30, 2023 will be as follows:

Hangar Building K-819.

Hangar Rental: \$830.77/month

Land Rental: \$119.79/month

**\$950.56/month**

5,750 square feet of unimproved land at \$.25 per square foot per year.  $5,750 \times \$0.25 = \$1,437.50$  per year, \$119.79/mo. plus sales tax, if applicable. The lease remains set to expire June 30, 2023 with one additional three-year option period remaining. All options will be exhausted in June 30, 2026.

### **Requested Action:**

Approve the Airport Hangar Lease Amendment I between NewView Technologies, Inc. and Winnebago County

### **Committee Action:**

The Aviation Committee will review this item at the September 7, 2022 meeting.

### **Attachments:**

NewView K-819 Airport Hangar Lease Amendment I

Exhibit "A"

AMENDMENT NO. I  
Airport Hangar Lease  
between  
Winnebago County, Wisconsin  
and  
NewView Technologies, Inc.

THIS AMENDMENT NO. I ("Amendment No. I") made and entered into as of October 18, 2022, by and between Winnebago County, Wisconsin ("Lessor") and NewView Technologies, Inc., a Wisconsin corporation.

WITNESSETH:

WHEREAS, Lessor and Lessee have entered into an Airport Hangar Lease dated July 1, 2017 for use of Hangar K-819 located at Wittman Regional Airport.

WHEREAS, the parties wish to affirm the Lease and to add this Amendment No. I in order to remove a small portion of bare land leased next to Hangar K-819. Additionally, the hangar rental rate was raised by 3% per the lease.

NOW, THEREFORE, for and in consideration of the premises, and of the mutual covenants and agreements contained herein, and other valuable consideration, receipt of which is hereby acknowledged, Lessor and Lessee hereby agree to the following Lease amendments, to be effective as of October 18, 2022:

1. Section 1 of the Lease is revised to read as follows:

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).

A. Hangar Building K 819.

2,500 sq. ft. of aircraft storage building space.

5,750 square feet of paved apron.

2. Section 2 of the Lease is revised to read as follows:

RENTAL

The operator shall pay to the LESSOR rent for the leased premises hereunder as follows.



Hangar Building K 819

November 1<sup>st</sup>, 2022 – June 30, 2023:

Hangar Rental: \$830.77/month  
Paved Apron Rental: \$119.79/month  
\$950.56/month

5,750 square feet of paved apron at \$.25 per square foot per year.  $5,750 \times \$ .25 = \$1,437.50$  per year, \$119.79/mo. Plus sales tax, if applicable.

Rent shall be monthly. All rent due and payable hereunder shall be made payable to the Winnebago County Treasurer, Courthouse, P. O. Box 2808, Oshkosh, WI 54903-2808. The foregoing payee and address information may be changed by the Lessor from time to time provided Lessee is notified in writing of such changes.

3. The following are the only Exhibits to the Lease, and are attached hereto:

(A) Exhibit A attached hereto;

All other exhibits to this Lease are deleted.

IN WITNESS WHEREOF, the parties have caused this Amendment No. I to be executed as of the date first written above.

In the Presence of:

WINNEBAGO COUNTY (LESSOR)

\_\_\_\_\_

\_\_\_\_\_  
Jon Doemel, County Executive

\_\_\_\_\_

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

NEWVIEW TECHNOLOGIES, INC. (LESSEE)

\_\_\_\_\_

\_\_\_\_\_  
Bruce Botterman, President

1 112-102022

2  
3 **RESOLUTION:** Authorize Winnebago County to Grant a Perpetual Easement to American Transmission  
4 Company (ATC) for the Q-43 Transmission Line located at 1221 Knapp Street, Oshkosh, WI

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

7 **WHEREAS**, the American Transmission Company (ATC) has requested that Winnebago County grant it a  
8 perpetual easement for the operation and maintenance of the Q-43 Transmission Line located at the Maintenance  
9 Facility property at 1221 Knapp Street, Oshkosh, WI; and

10  
11 **WHEREAS**, the American Transmission Company has operated and maintained the Q-43 Transmission line  
12 for more than 25 years; and

13  
14 **WHEREAS**, no formal easement, aside from the prescriptive right to maintain the existing transmission line,  
15 exists on the property; and

16  
17 **WHEREAS**, the American Transmission Company has obtained an appraisal for the value of the land to be  
18 encumbered by the easement and is offering \$7,100.00 as compensation for the diminished value of .788 acres  
19 affected by the easement; and

20  
21 **WHEREAS**, the Facilities and Property Management Committee believes that granting said easement is  
22 appropriate and necessary to provide operations and maintenance to the Q-43 Transmission Line;

23  
24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
25 authorizes execution of a Perpetual Easement Agreement between Winnebago County and the American  
26 Transmission Company on that property described within the Agreement for the purpose of operating and  
27 maintaining the Q-43 Transmission Line. Said Agreement is attached hereto and made a part of this Resolution  
28 herein by reference.

29  
30 **Fiscal Note:** *No fiscal impact.*

31 Respectfully submitted by:

32 **FACILITIES AND PROPERTY MANAGEMENT**  
33 **COMMITTEE**

34 Committee Vote: 5-0

35 Vote Required for Passage: **Majority**

36  
37 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

38  
39  
40 \_\_\_\_\_  
41 Jonathan D. Doemel  
42 Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: September 14, 2022

FROM: Mike Elder, Director of Facilities

RE: *NAME OF ITEM ON THE AGENDA*

## **General Description:**

American Transmission Company (ATC) requires an easement for the purpose of maintaining and operating an overhead existing transmission line know as Q-43 located on the Maintenance Facility, 1221 Knapp Street, Oshkosh.

## **Action Requested:**

Motion to approve the attached easement for the existing transmission line.

## **Procedural Steps:**

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction _Facilities_____	Meeting date: 9/28/2022
Action taken: ___Approved_____	Vote: ___5/0___
Other Committee: Personnel & Finance___	Meeting date: _10-6-22
Action taken: ___Approved_____	Vote: 4 - 0
County Board	Meeting date: October 18, 2022

## **Background:**

American Transmission Company, LLC (ATC) is seeking to secure adequate perpetual easement rights necessary to safely and properly maintain their existing transmission lines within Wisconsin. The Q-43 Line, located in the City of Oshkosh, has been identified as having insufficient easement rights. This 69-kV transmission line has been in operation and maintained by ATC for more than 25 years. This transmission line historically paralleled what is now an abandoned railroad grade that was decommissioned, parceled, and sold to interested adjacent landowners. This project includes the acquisition of entirely new easements of varying widths and in some instances, only vegetation clearing rights are necessary.

Presently, Q-43 consists primarily of wooden monopole structures, with the exception of a short segment located in the downtown business district east of the Fox River that includes taller steel monopoles. ATC has maintained vegetation on a periodic basis under the existing transmission lines, though trees along the transmission line have been allowed to remain with pruning. Due to the abundant urban development, there are a number of various encroachments under the Q-43 Transmission Line.

The centerline of the existing Q-43 Transmission Line is located along the northern boundary of the property. No formal easement, aside from the right to maintain the existing transmission line exists.

Accepting this easement The County would agree to **not** allow the following to happen:

1. Locate any dwelling or mobile home intended for residential occupancy
2. Construct, install or erect any structures or fixtures including but not limits to swimming pools
3. Construct any non-residential building
4. Store flammable goods or products
5. Plant trees or shrubs
6. Place water, sewage, or drainage facilities
7. Change the grade more than 1 foot

ATC has obtained an appraisal for the value of the property requested for the easement. Inconsideration for granting the easement, ATC will make a one time payment of \$7,100.00

**Policy Discussion:**

This is a requirement of ATC in order for the company to provide operations and maintenance of their transmission line

**Attachments:**

Easement  
Appraisal  
Resolution

**ELECTRIC TRANSMISSION LINE  
EASEMENT**

Not subject to Wis. Stat. § 77.22(1).

Document Number

The undersigned Grantor, Winnebago County, a municipal corporation aka Winnebago County, Wisconsin aka Winnebago County, (hereinafter called the "Grantor"), in consideration of the sum of Seven Thousand One Hundred and 00/100 Dollars (\$7,100.00) and other good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant, convey and warrant unto American Transmission Company LLC, a Wisconsin limited liability company, and its manager ATC Management Inc., a Wisconsin corporation, their successors, assigns, licensees and managers, (hereinafter jointly referred to as "Grantee"), the perpetual right and easement to construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol a line of structures, comprised of wood, concrete, steel or of such material as Grantee may select, and wires, including associated appurtenances for the transmission of electric current, together with communication signals and equipment restricted solely for the purpose of electric utility communication, upon, in, under, over and across property owned by the Grantor in the City of Oshkosh, County of Winnebago, State of Wisconsin, described as follows:

A part of the Grantor's land located in the parcel described in the Winnebago County Register of Deeds, recorded as Document Numbers 76750 and 916337, also being part of Lot 86 of Garden Home's Plat and part of West 12<sup>th</sup> Avenue, all located in the Northeast quarter of the Northeast quarter (NE ¼ NE ¼) of Section 27, Township 18 North, Range 16 East, Thirteenth Ward, City of Oshkosh, Winnebago County, Wisconsin.

Recording Area

Name and Return Address

HDR Engineering, Inc.  
1601 Utica Avenue South, Suite 600  
Minneapolis, MN 55416-3400

Parcel Identification Number(s)

91307370000

The legal description and location of the Perpetual Easement Strip is as shown on the Exhibit A, attached hereto and incorporated by reference in this easement document.

The Grantee is also granted the associated necessary rights to:

- 1) Enter upon the easement strip for the purposes of exercising the rights conferred by this easement.
- 2) Construct, install, operate, maintain, repair, replace, rebuild, remove, relocate, inspect and patrol the above described facilities and other appurtenances that the Grantee deems necessary.
- 3) Trim, cut down and remove any or all brush, shrubs, trees, and overhanging branches now or hereafter existing on said easement strip.
- 4) Cut down and remove such dead, dying, diseased, decayed, leaning trees or tree parts now or hereafter existing on the property of the Grantor located outside of said Perpetual Easement Strip that in Grantee's judgment, may interfere with Grantee's full use of the Perpetual Easement Strip for the purposes stated herein or that pose a threat to the safe and reliable operation of the Electric Transmission Facilities; together with the right, permission and authority to enter in a reasonable manner upon the property of the Grantor adjacent to said Perpetual Easement Strip for such purpose.

The Grantee shall pay a reasonable sum for all damages to property, crops, fences, livestock, lawns, roads, fields and field tile (other than brush and trees trimmed or cut down and removed), caused by the construction, maintenance, replacement or removal of said facilities.

Within the Perpetual Easement Strips, and without first securing the prior written consent of the Grantee, Grantor agrees that they will not:

- 1) Locate any dwelling or mobile home intended for residential occupancy; or
- 2) Construct, install or erect any structures or fixtures, including but not limited to swimming pools; or
- 3) Construct any non-residential type building; or
- 4) Store flammable goods or products; or
- 5) Plant trees or shrubs; or
- 6) Place water, sewer or drainage facilities; or
- 7) Change the grade more than one (1) foot.

It is understood and agreed that the Grantor shall have the right to use and maintain the present existing wooden fence and chain link fence within the perpetual easement strip, subject to the Grantee's rights and the terms and conditions applicable to the Grantor's use of the perpetual easement strip set forth in this Electric Transmission Line Easement. However, the Grantor agrees not to enlarge said wooden fence and chain link fence or install any appendages that will cause Grantee's

facilities to be in violation of any applicable laws, rules, or regulations, including, without limitation, those dealing with safe work practices and the operation of equipment near electrical lines and equipment, and the provisions of the Wisconsin State Electrical Code and any amendments thereto, without first securing the prior written consent of the Grantee. The Grantor also agrees not to perform any work on the wooden fence and chain link fence within the perpetual easement strip other than normal maintenance without first securing the prior written consent of the Grantee. It is understood and agreed, however, that the Grantor has the right to repair and/or replace the existing wooden fence and chain link fence within its present boundaries in the event of destruction, damage or deterioration. The Grantee shall pay a reasonable sum for damages to the wooden fence and chain link fence caused by the construction, installation, operation, maintenance, repair, replacement, rebuilding, removing, relocation, inspection, or patrolling of said electric transmission line facilities.

Grantor warrants and represents that Grantor has clear, merchantable, fee simple title to said property, and that Grantor knows of no claim, pending contract for sale, or negotiation for such contract of sale for any of the lands described herein.

This agreement is binding upon the heirs, successors and assigns of the parties hereto, and shall run with the lands described herein.

[ SIGNATURES AND ACKNOWLEDGEMENT ON NEXT PAGE ]



**WITNESS** the signature(s) of the Grantor this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**Winnebago County**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

**ACKNOWLEDGEMENT**

STATE OF WISCONSIN       )  
  ) SS  
COUNTY OF                    )

Personally came before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the above named  
\_\_\_\_\_ as \_\_\_\_\_, and to the above named  
\_\_\_\_\_ as \_\_\_\_\_, of Winnebago County, to me known to be  
the person who executed the foregoing instrument in such capacity and acknowledged the same.

\_\_\_\_\_  
Notary Signature

\_\_\_\_\_  
Printed Name

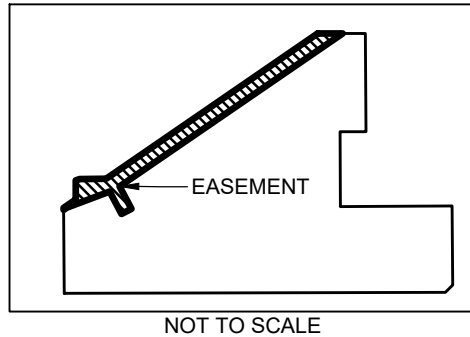
Notary Public, State of Wisconsin

My Commission expires (is) \_\_\_\_\_

# EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: EOD-OSH-0120  
PARCEL NO. 91307370000

LOCATION MAP:  
TPN 91307370000



NE CORNER  
SECTION 27  
T18N, R16E

WEST 11TH AVENUE

KANSAS STREET  
(50' WIDE R.O.W.)

EAST LINE, SECTION 27

1070.09'

S00°23'39"E 2662.47'

1592.38'

E 1/4 CORNER  
SECTION 27  
T18N, R16E

NE 1/4 - NE 1/4  
SECTION 27

WEST 12TH AVENUE

N55°32'07"E  
689.19'

30.0'

S55°32'22"W  
726.03'

SEE PAGE 2  
MATCHLINE

LOT 3  
LEACH'S MAP OF 1894

N89°36'21"E  
922.30'

EOD-OSH-0120  
TPN 91307370000

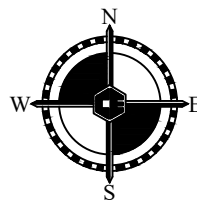
LOT 84  
PLAT OF GARDEN HOMES

WEST 12TH  
AVENUE

LOT 85  
PLAT OF GARDEN HOMES

DOC. 76750

LOT 6  
LEACH'S MAP OF 1894



1 INCH = 80 FEET

## LEGEND



PLSS CORNER

POINT OF BEGINNING

TAX PARCEL NUMBER

GRANTOR PARCEL LINE

PARCEL LINE

RIGHT OF WAY LINE

TRANSMISSION REFERENCE LINE

## MAP KEY



ATC TRANSMISSION LINE EASEMENT  
= 33,905 SQFT / 0.778 ACRES +/-

CITY OF OSHKOSH, WINNEBAGO COUNTY

**NOTE** - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE.  
THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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## EXHIBIT A

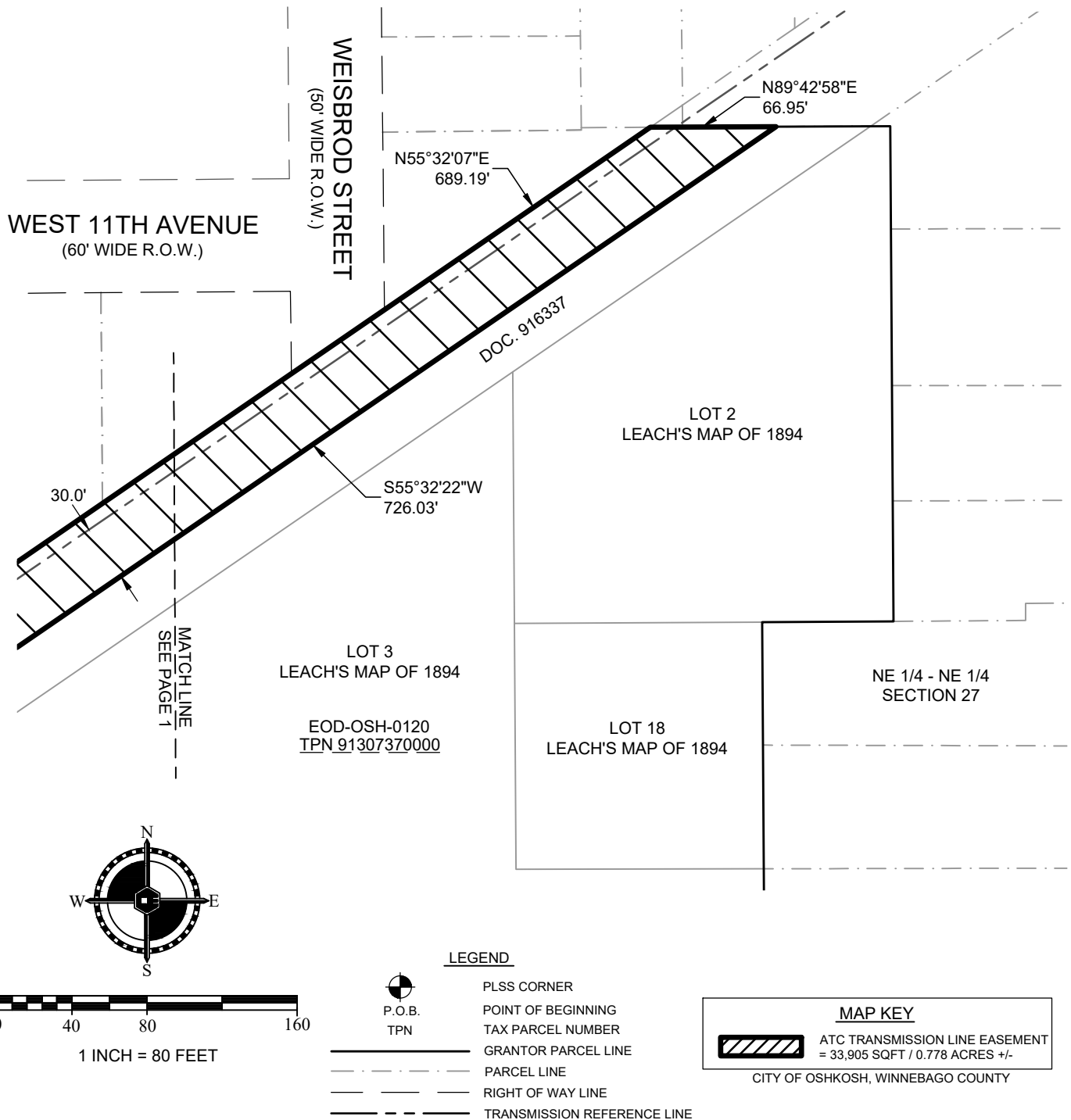
Page 1 of 5 DATE: 4/21/22

SKETCH SCALE: 1" = 80'

Job # 211163

# EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: EOD-OSH-0120  
PARCEL NO. 91307370000



**NOTE** - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE.  
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## EXHIBIT A

Page 2 of 5 | DATE: 4/21/22

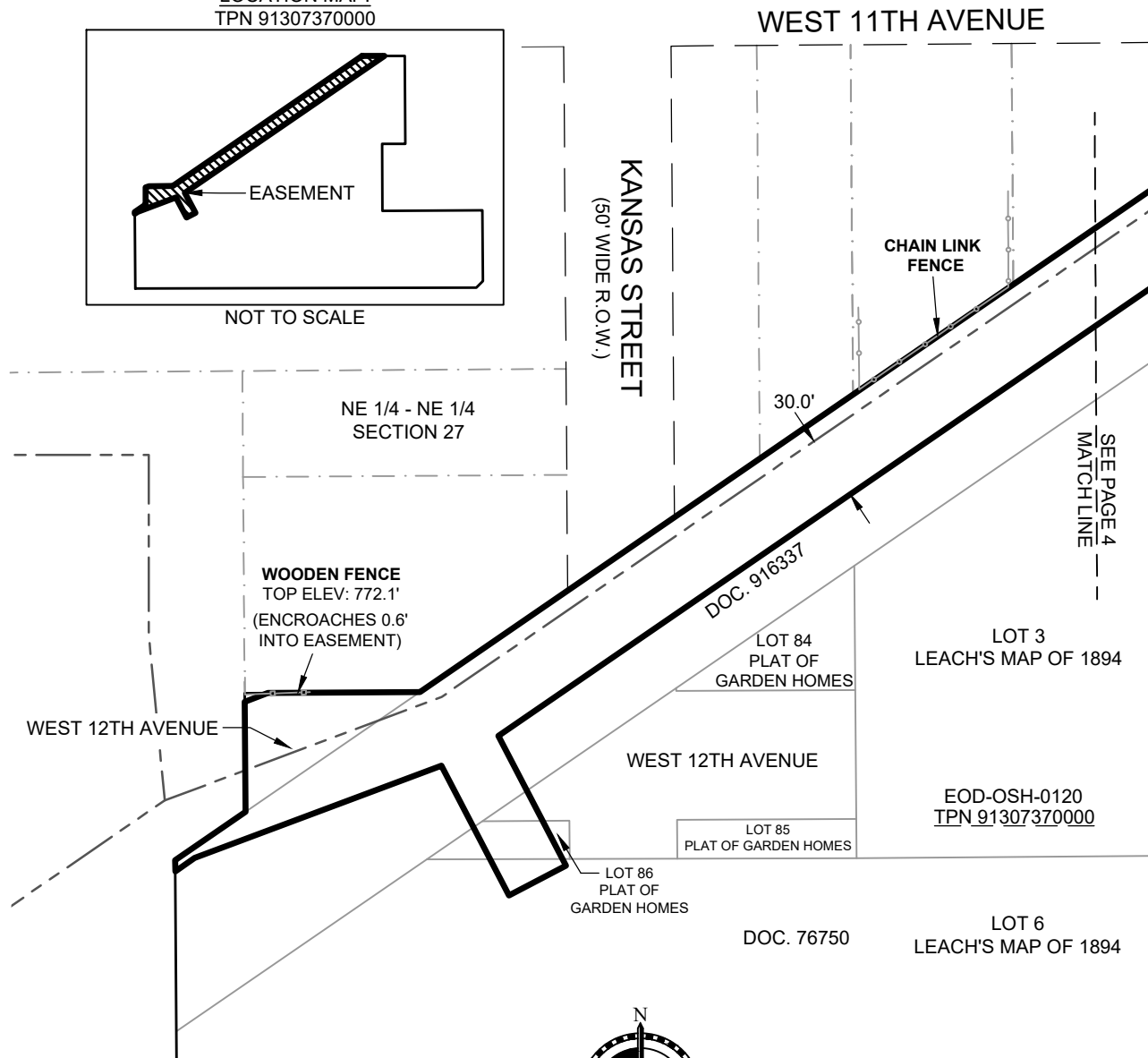
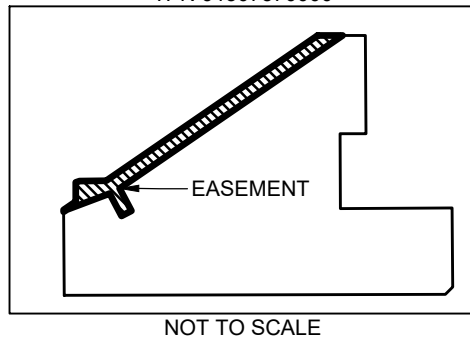
SKETCH SCALE: 1" = 80'

Job # 211163

# EASEMENT DESCRIPTION MAP (EXHIBIT A)

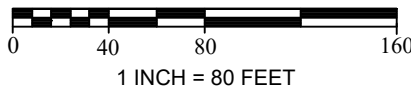
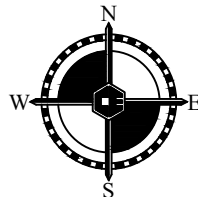
ATC ID: EOD-OSH-0120  
PARCEL NO. 91307370000

LOCATION MAP:  
TPN 91307370000



## LEGEND

TPN	TAX PARCEL NUMBER
—	GRANTOR PARCEL LINE
—	RIGHT OF WAY LINE
—	PARCEL LINE
—	WOODEN FENCE
—	CHAIN LINK FENCE
—	TRANSMISSION REFERENCE LINE



## MAP KEY

	ATC TRANSMISSION LINE EASEMENT = 33,905 SQFT / 0.778 ACRES +/-
CITY OF OSHKOSH, WINNEBAGO COUNTY	

**NOTE** - BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE.  
VERTICAL DATUM: NAVD88 ADJUSTED BY WISDOT 2012.

THIS DRAWING SHOULD BE USED ONLY AS A REPRESENTATION OF THE LOCATION OF THE EASEMENT BEING CONVEYED. THE EXACT LOCATION OF ALL STRUCTURES, LINES AND APPURTENANCES IS SUBJECT TO CHANGE WITHIN THE BOUNDARIES OF THE RIGHTS-OF-WAY HEREIN GRANTED.



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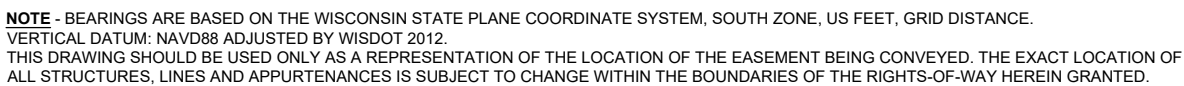
## EXHIBIT A

Page 3 of 5 | DATE: 4/21/22

SKETCH SCALE: 1" = 80'

Job # 211163

ATC ID: EOD-OSH-0120  
PARCEL NO. 91307370000



# EASEMENT DESCRIPTION MAP (EXHIBIT A)

ATC ID: EOD-OSH-0120  
PARCEL NO. 91307370000

## EASEMENT DESCRIPTION MAP (EXHIBIT A)

A variable width easement which crosses the grantor's premises, being part of the parcel described in the Winnebago County Register of Deeds, recorded as Document Numbers 76750 and 916337, also being part of Lot 86 of Garden Home's Plat and part of West 12th Avenue, all located in the Northeast quarter of the Northeast quarter (NE 1/4 - NE 1/4) of Section 27, Township 18 North, Range 16 East, Thirteenth Ward, City of Oshkosh, Winnebago County, Wisconsin described as:

Commencing at the Northeast (NE) corner of said Section 27; thence S00°23'39"E along the East line of said Section 27, a distance of 1070.09 feet; thence S89°36'21"W, a distance of 922.30 feet to the POINT OF BEGINNING (P.O.B.).

Thence S27°34'03"E, a distance of 68.06 feet; thence S62°25'57"W, a distance of 30.00 feet; thence N27°34'03"W, a distance of 68.10 feet; thence S69°30'12"W, a distance of 122.63 feet; thence S55°30'43"W, a distance of 10.91 feet to a point on a West property line of the Grantor parcel; thence N00°24'25"W along a West property line of the Grantor parcel, a distance of 5.22 feet to a Northwest property line of the Grantor parcel; thence N55°32'07"E along a Northwest property line of the Grantor parcel, a distance of 39.64 feet to a West property line of the Grantor parcel; thence N00°23'57"W along a West property line of the Grantor parcel, a distance 51.29 feet; thence N69°30'12"E, a distance of 11.51 feet to a point on a North property line of the Grantor parcel; thence N89°37'09"E along a North property line of the Grantor parcel, a distance of 70.86 feet to a Northwest property line of the Grantor parcel; thence N55°32'07"E along a Northwest property line of the Grantor parcel, a distance 689.19 feet to a North property line of the Grantor parcel; thence N89°42'58"E along a North property line of the Grantor parcel, a distance of 66.95 feet; thence S55°32'22"W, a distance of 726.03 feet to the POINT OF BEGINNING (P.O.B.).

The above described easement contains 33,905 sqft / 0.778 acres more or less, and is subject to restrictions, rights-of-way and easements of record.

BEARINGS ARE BASED ON THE WISCONSIN STATE PLANE COORDINATE SYSTEM, SOUTH ZONE, US FEET, GRID DISTANCE



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## EXHIBIT A

Page 5 of 5 | DATE: 4/21/22

SKETCH SCALE: N/A

Job # 211163



113-102022

**RESOLUTION:** Approve a Budget Transfer in the amount of \$87,924 for replacement of three water heaters at Park View Health Center

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

**WHEREAS**, the three facility water heaters at Park View Health Center require replacement; and

**WHEREAS**, the water heaters are critical to functioning at Park View Health Center in order to adequately care and provide services to the residents; and

**WHEREAS**, two of the three water heaters are original to the building, dating back to 2008 and have reached the end of their life expectancy; and

**WHEREAS**, one water heater is non-functioning; and

**WHEREAS**, JDR Engineering recommendation is to replace all three water heaters as replacement parts are no longer available coupled with the fact that new heaters will be more efficient.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it approves a budget transfer of \$87,924 for replacement of three water heaters at Park View Health Center.

**Fiscal Impact:** *This budget transfer will reduce the undesignated general fund balance by \$87,924.*

Respectfully submitted by:

**PARK VIEW HEALTH CENTER COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

---

Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: September 6th, 2022

FROM: Ashley Paul DON

RE: Resolution to Approve Budget transfer of \$87,924 from general fund to replace three facility water heaters.

## **General Description:**

This resolution is due to one water heater that is currently non-functioning and two water heaters that are currently maintaining the hot water for the facility. The two of the three water heaters were purchased when the building was built in 2008, one repaired, but are now obsolete. If an additional water heater stops working, there will not be enough hot water to maintain within the facility.

## **Action Requested:**

Motion to approve the attached resolution

## **Procedural Steps:**

Park View Committee	Meeting Date: September 15th, 2022	
Action Taken: <u>    Approved    </u>		Vote: <u>    5-0    </u>
Facilities Committee	Meeting Date: September 28 <sup>th</sup> , 2022	
Action Taken: <u>                    </u>		Vote: <u>                    </u>
Personnel & Finance	Meeting date: October 6 <sup>th</sup> , 2022	
Action Taken: <u>    Approved    </u>		Vote: <u>    4-0    </u>
County Board	Meeting date: October 18 <sup>th</sup> , 2022	
Action Taken: <u>                    </u>		Vote: <u>                    </u>

## **Background:**

Without the water heater replacement, Park View would be unable to serve adequate care and services to the residents per regulation. Original building was constructed in 2008. Two of the three water heaters are the original and one repaired. The water heaters have reached the end of their life expectancy with one that is not currently functioning. Recommendation by JDR Engineering is to replace all three as parts are no longer available for repair due to the age of the water heaters. The current water heaters are no longer on the market. The replacement heaters are more efficient and appropriately sized for the building. The venting and duct system would be re-used.

Water heater 1 was replaced under warranty in 2011.

Water heater 3 is the one that is out of commission, no parts to fix.

Water heater 2 is operational.

Water heater 1(new) has incurred approximately \$2500 in parts

Water heater 2 has incurred approximately \$2200 in parts

Water heater 3 has incurred approximately \$2100 in parts.

**Policy Discussion:**

We are asking this committee to support a fund balance transfer to replace the three water heaters at Park View Health Center to avoid any disruption with hot water function within the facility.

**Attachments:**

Draft resolution will be attached.

JDR Engineering INC – Water Heater Replacement Study

## September

Date \_\_\_\_\_

8/30/2022

10/6/22

Committee Vote: **5-0**

Committee Vote:

4-0

Reviewed by Finance Dept.:

**Committee Vote:**

Approved - Facilities & Prop Mgmt Committee

**Committee Vote:**

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

[illegible]

Without the water heater replacement, Park View would be unable to serve adequate care and services to the residents per regulation. Original building was constructed in 2008. Two of the three water heaters are the original and one repaired. The water heaters have reached the end of their life expectancy with one that is not currently functioning. Recommendation by JDR Engineering is to replace all three as parts are no longer available for repair due to the age of the water heaters. The current water heaters are no longer on the market. The replacement heaters are more efficient and appropriately sized for the building. The

ENTRY NUMBER



## OSHKOSH COUNTY PARK VIEW HEALTH CENTER – WATER HEATER REPLACEMENT STUDY

**Prepared for:**

Paul Rothe  
Winnebago County Maintenance Supervisor  
Oshkosh, WI

**Submitted by:**

Chris Gehrke, DE  
JDR Engineering, Inc.  
5525 Nobel Drive, Madison, WI 53711

**8/26/2022**

**For Review**

08/26/2022 5:26:11 PM

*built on* INTEGRITY, TRUST *and* LOYALTY



## ACKNOWLEDGEMENTS

---

### PROJECT TEAM

#### Agency Contacts

**Winnebago County Property & Facility Management**

1221 Knapp St.  
Oshkosh, WI 54902

Paul Rothe  
Winnebago County Maintenance Supervisor  
[PRothe@co.winnebago.wi.us](mailto:PRothe@co.winnebago.wi.us)  
920-236-1096

Joel Cook  
Winnebago County Plumber  
[jcook@co.winnebago.wi.us](mailto:jcook@co.winnebago.wi.us)  
920-589-4014

#### Engineers

**JDR Engineering, Inc.**

5525 Nobel Drive, Suite 110  
Madison, Wisconsin 53711  
(608) 819-0171

Dan Pliner, PE, LEED AP – Principal  
[pliner@jdreng.com](mailto:pliner@jdreng.com)

Plumbing: Chris Gehrke, DE  
[gehrke@jdreng.com](mailto:gehrke@jdreng.com)  
(608) 819-0180





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## A. INTRODUCTION

---

### PROJECT BACKGROUND AND SCOPE

The Park View Health Center is a 154,000 square feet three story skilled nursing care facility. The building houses up to 168 residents and offers 24 hour care, social services, psychiatric services, respiratory therapy, full service kitchen, laundry, and salon services. The main level and second level house the residents, and the lower level is made up of staff offices, staff cafeteria, storage, and mechanical spaces. The original building was constructed in 2008 and a 7,500 square feet therapy addition was constructed 2012. The facility is located at 725 Butler Ave in Oshkosh, WI.

The building has a central water heating plant along with a supplementary hydronic solar panel system consisting of four 8 panel arrays. The solar hot water is piped through a plate and frame heat exchanger which preheats the domestic water feed to the gas fired water heaters. There is a manual by-pass valve on the system in the event the solar water heating system needs to be taken offline. For the sake of this study, the solar water heating is not included in the domestic hot water calculations and is considered an unreliable water heating source.

The existing water heaters supply 140 degree F hot water throughout the entire facility. Thermostatic mixing valves are located near fixtures requiring 115 degree F water (i.e.: lavatories, showers, and resident fixtures). Two of the three domestic water heaters are original to the building, and one was replaced in the last several years.

The water heater replacement project was initiated by Winnebago County to study and evaluate the existing domestic water heating equipment and provide recommendations for an energy efficient robust replacement system. The gas fired water heaters have reached the end of their useful life and one water heater is currently not functioning.

### PROJECT METHODOLOGY

JDR Engineering provided the following services to assess the water heating system and provide the conclusions found in this analysis:

1. Meeting with building facilities and tour the building.
2. Reviewed existing documents.
3. Reviewed existing water heating equipment, domestic water service room, and gas service.
4. Prepared study notes and Opinion of Probable Construction Cost (OPCC).

## B. PARK VIEW HEALTH CENTER

### OVERALL KEY PLAN





[illegible]

## A photograph of a mechanical room. Several large, white, vertical industrial units, likely water heaters or boilers, are lined up. They are connected to a complex network of pipes, some of which are wrapped in silver insulation. A blue pump is visible on the left side. In the foreground, there is a yellow trash can. The room has a concrete floor and a yellow safety mat.

## C. PLUMBING EVALUATION OF EXISTING CONDITIONS AND FINDINGS

---

The original 2006 drawings were provided for use in reviewing the existing conditions at the site. The three (3) existing gas fired tank water heaters are located in Mechanical Room BE122 on the lower level. The existing domestic water heating system generates 140 degree F hot water to serve the entire facility. ASSE certified thermostatic mixing valves are located in the ceiling space above the hand washing and residential plumbing fixtures and provide 115 degree F maximum hot water at the faucets and showers. An emergency automatic shutoff valve is installed on the 140 degree F hot water main leaving the mechanical room.

The existing water heaters sit side by side and are piped in parallel with evenly distributed pipe lengths. Each existing water heater is vented by a 4" CPVC pipe which individually routes vertically from the mechanical room up through the second floor roof. The existing water heater combustion intake is provided by a ducted intake header and connects to each water heater by means of a 6" round duct connection.

Domestic hot water temperature maintenance is provided by a piped system recirculating to within 25 feet of each fixture requiring hot water. A circulation pump located in the ceiling of Mechanical Room BE122 pumps the hot water back to the inlet side of the water heaters. A hot water expansion tank is connected to the inlet side of the water heaters to protect the system from over pressurization by thermal expansion. The existing hydronic solar hot water system pre-heats the cold water on the inlet side of the water heaters. During the time of this study, the existing hot water circulation pump, hot water expansion tank, and hydronic solar water pre-heating equipment are all working properly and are not required to be replaced or adjusted.

The existing hot water temperature and distribution design was an approved method for protection from Legionella when the building was constructed. The State of Wisconsin has since adopted the 2015 IECC for hot water recirculation regulations which states that hot water must be recirculated to within 24" of any hand washing fixture. As part of this study, JDR reviewed if there were any code implications when replacing domestic water heating equipment in a health care facility. JDR reviewed the State of Wisconsin DSPS health care plumbing code and contacted a DSPS plan reviewer. It was determined that a water heater replacement project does not require designing to the current code if the previous installation was code compliant at the time of construction. Therefore, no changes are required to be made to the existing hot water distribution piping or existing plumbing fixtures because the installation was code compliant in 2006.

### Existing Domestic Water Heating Equipment Characteristics:

- Each Existing Water Heater (three total):
  - Manufacturer: PVI
  - Model: 800 P 250A-PV
  - Type: Gas fired tank
  - Gas Input: 565,000 Btu/hr
  - Gas Pressure Inlet: 4.5" WC – 14" WC
  - Gallons per Hour: 640 GPH
  - Temperature Rise: 100 degrees F (40 degrees F to 140 degrees)
  - Thermal Efficiency: 94% maximum
  - Storage: 250 gallons ASME rated
  - Electrical Info: 115 Vac, 1-Phase, 1/3 Hp, 15 total Amps
- Existing Domestic Hot Water System Totals:
  - Total Gas Input: 1,695,000 Btu/hr
  - Total Gallons per Hour: 1,920 GPH
  - Redundancy: 52% (based on 1,100,000 Btu/hr calculation)
  - Total Storage: 750 gallons

## PROPOSED PROJECT RECOMMENDATIONS

The following recommendation is suggested to address the issues observed. The recommendation section has an Opinion of Probable Construction Cost (OPCC). The opinion of cost is based on our assessment of the market conditions and could be affected by many factors including, but not limited to, changes in labor rates, labor availability, and material availability.

### **Plumbing Recommendation summary:**

For the plumbing system, the following recommended options are presented for consideration:

- Plumbing Recommendations: Replace the three (3) existing water heaters with a more efficient modern system sized appropriately for the building usage. The system will reuse the existing water heater venting and combustion intake infrastructure so not to disturb the existing vertical piping chase and existing intake louver.
- Recommended water heaters characteristics is as follows; gas fired, modulating burner, at least 96% thermal efficiency, 115 Vac/1-phase power connections, physical size of units will need to be like the existing due to space constraints.
- Include new gas regulators if manufacturer recommends.
- Water heaters will be installed in the same location as demolished water heaters located in Mechanical BE122. The intent is to reuse the existing 4" CPVC vertical venting and reconnect to the ducted combustion intake system.
- Water heater demolition and installed must be staged so the building water heating system remains active during replacement. The facility will be in full use during construction and hot water must be maintained at 140 degrees F per the State of Wisconsin health code requirements.
- Each New Water Heater Basis of Design (three total):
  - Manufacturer: Bock
  - Model: OT500N
  - Type: Gas fired tank
  - Gas Input: 80,000 – 500,000 Btu/hr (6 to 1 turndown)
  - Gas Pressure Inlet: 3.5" WC – 14" WC
  - Gallons per Hour: 576 GPH
  - Temperature Rise: 100 degrees F (40 degrees F to 140 degrees)
  - Thermal Efficiency: 97% maximum
  - Storage: 125 gallons ASME rated
  - Electrical Info: 115 Vac, 1-Phase
- New Domestic Hot Water System Totals:
  - Total Gas Input: 1,500,000 Btu/hr maximum
  - Total Gallons per Hour: 1,728 GPH
  - Redundancy: 46% (based on 1,100,000 Btu/hr calculation)
  - Total Storage: 375 gallons

### **Electrical Recommendation summary:**

For the electrical system, the existing 120V-1phase power connection and feeders can be reused. A new fused disconnect to be installed next to each water heater controller.



## D. OPINIONS OF PROBABLE CONSTRUCTION COSTS

### SUMMARY

The following assessment summary is based on the options and various line items. Note that below figures do not include design fees.

#### Overall OPCC:

ITEM	Original	UNITS	UNIT COST	TOTAL COST
<b>General Construction</b>				\$0
<b>Plumbing</b>				\$84,286
<b>Electrical</b>				\$3,638
<b>SUBTOTAL</b>				\$87,924
<b>CONTINGENCY (included in trades)</b>				\$0
<b>CONSTRUCTION BOND (not required)</b>				\$0
<b>GRAND TOTAL</b>	\$0			\$87,924

#### Plumbing OPCC:

ITEM	QTY	UNITS	UNIT COST	TOTAL COST
Plumbing Recommendation: Remove and Replace Existing Water Heater Equipment				
Demolition of Existing Water Heaters	1	Lump	\$5,000	\$5,000
Water Heaters	3	Each	\$20,000	\$60,000
Valves, Piping, Insulation	3	Each	\$1,500	\$4,500
Small project markup	5%			\$3,475
Design Contingency	5%			\$3,649
General conditions	10%			\$7,662
<b>SUBTOTAL</b>				\$69,500
<b>OVERHEAD &amp; PROFIT</b>				\$14,786
<b>GRAND TOTAL</b>				\$84,286

Electrical OPCC:

ITEM	QTY	UNITS	UNIT COST	TOTAL COST
Plumbing Recommendation: Remove and Replace Existing Water Heater Equipment				
Disconnect and Reconnect Water Heaters (Electrical)	3	Each	\$1,000	\$3,000
Small project markup	5%			\$150
Design Contingency	5%			\$158
General conditions	10%			\$331
<b>SUBTOTAL</b>				\$3,000
<b>OVERHEAD &amp; PROFIT</b>				\$638
<b>GRAND TOTAL</b>				\$3,638

1 **114-102022**

2  
3 **RESOLUTION:** Approve a Budget Transfer in the amount of \$29,600 for replacement of an industrial  
4 dishwasher at Park View Health Center due to price increases since the original quote was  
5 given  
6

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

9 **WHEREAS**, the industrial dishwasher in the Park View Health Center main kitchen requires replacement; and

10 **WHEREAS**, this dishwasher is critical to functioning at Park View Health Center since water temperatures need  
11 to be regulated to avoid potential risk of food borne illness coupled with potential citations; and

12 **WHEREAS**, for the fiscal year 2022, Park View budgeted for replacement of its industrial dishwasher but the  
13 price of the dishwasher has increased since the original quote by \$29,600.

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it approves a  
15 budget transfer of \$29,600 for replacement of an industrial dishwasher at Park View Health Center due to price  
16 increases since the original quote was given.  
17

18 **Fiscal Impact:** *This budget transfer will reduce the undesignated fund balance by \$29,600.*  
19

20 Respectfully submitted by:

21 **PARK VIEW HEALTH CENTER COMMITTEE**

22 Committee Vote: **5-0**

23 Respectfully submitted by:

24 **PERSONNEL AND FINANCE COMMITTEE**

25 Committee Vote: **4-0**  
26

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

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.  
30

31 \_\_\_\_\_  
32 Jonathan D. Doemel  
33 Winnebago County Executive  
34  
35  
36  
37  
38  
39  
40  
41

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: September 2nd, 2022

FROM: Ashley Paul DON

RE: Resolution to Approve Budget transfer of \$29,600 from general fund for increasing cost estimate to replace industrial dishwasher in the main kitchen.

## **General Description:**

This resolution is due to an increasing cost estimate to replace the industrial dishwasher in the main kitchen utilized for resident meal service.

## **Action Requested:**

Motion to approve the attached resolution

## **Procedural Steps:**

Park View Committee	Meeting Date: August 18 <sup>th</sup> , 2022
Action Take: Approved	Vote: 5-0
Personnel & Finance	Meeting date: October 6 <sup>th</sup> , 2022
Action taken: Approved	Vote: 4-0
County Board	Meeting date: October 18 <sup>th</sup> , 2022
Action taken: _____	Vote: _____

## **Background:**

For 2022 budget, Park View Budgeted to replace the industrial Dishwasher in the Main kitchen downstairs. Without this dishwasher, Park View would be unable to serve adequate meal service to the residents per regulation. The overall price of the dishwasher has increased since the original quote. Additional monies are being requested in the amount of \$29,600 from the general fund.

## **Policy Discussion:**

We are asking this committee to support a fund balance transfer to replace the industrial dishwasher in the main resident kitchen at Park View Health Center. Under current practice, maintenance has been able to fix and replace what they can related to the dishwasher and service has been provided by outside companies, but it is becoming obsolete. Without having the industrial sized dishwasher, water temperatures would not be regulated, reached and monitored per CMS regulation. This would cause the potential risk of food borne illness to the residents and potential citations during CMS Survey.

## **Attachments:**

Draft resolution will be attached.

Kessenich's Quote for Champion Conveyor Dishwasher Replacement Model No. EUCCW6

## Park View Health Center

DEPARTMENT NAME

<u>Ashley Paul DON</u>	Date <u>9-15-22</u>	<u>                    </u>	Date <u>                    </u>
Department Requesting - Signature Ashley Paul DON	8/30/2022	Approval - County Executive <u>[Signature]</u>	<u>10/6/2</u>
<u>[Signature]</u>	<u>                    </u>	Approval - Personnel & Finance <u>[Signature]</u>	<u>                    </u>
Committee of Jurisdiction - Signature	<u>                    </u>	Committee Vote: <u>4-0</u>	<u>                    </u>
Committee Vote: <u>5-0</u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
<u>[Signature]</u>	<u>10-10-22</u>	Approved - Information Systems Committee <u>                    </u>	<u>                    </u>
Reviewed by Finance Dept. <u>                    </u>	<u>                    </u>	Committee Vote: <u>                    </u>	<u>                    </u>
<u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>
Approved - Facilities & Prop Mgmt Committee <u>                    </u>	<u>                    </u>	Total amount of budget transfer..... <u>                    </u>	<u>                    </u>
Committee Vote: <u>                    </u>	<u>                    </u>	<u>                    </u>	<u>                    </u>

## ACCOUNT NUMBER

[illegible]

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

Additional Cost due to increase in the estimate since original budget was approved. This is for replacement of the commercial 17ft dishwashing machine in the kitchen area. Oringial Budget was approved for \$100,400.

ENTRY NUMBER

# Kessenich's



## Quote

06/24/2022

**To:**

Park View Health Center  
Cathy Ransom  
725 Butler Avenue  
Oshkosh, WI 54901  
920-237-6921 (Contact)


**Project:**

Park View Health Center -  
Champion Conveyor Dishwasher  
725 Butler Avenue  
Oshkosh, WI 54901

**From:**

Kessenich's Ltd  
Ron Zeh  
3226 Progress Road  
Madison, WI 53716  
608-249-5391

Job Reference Number: 068941

Item	Qty	Description	Sell	Sell Total
OPT1	1 ea	<b>DISHWASHER, FLIGHT TYPE</b>		
		 Champion Confidential Model No. EUCCW6 (5-6-7, 18ft) CW Series Upright Conveyor Dishwasher, 29" wide peg belt, Dual Rinse feature, automatic tank fill, vent fan control, electric eye idle pump shut-off & rinse saver, stainless steel base & legs, push-button start-stop station - load end, stainless steel front end enclosure panels, SST pumps & impellers, re-circulating flushing nozzles - load end, vent openings with 7" stainless steel stacks & locking dampers - both ends, anti-jam & reverse switch, UL, NSF, ENERGY STAR®		
	1 ea	Supervision of Reassembly & Start-Up. M-F, 8am -- 5pm, please allow (5) days advance notice for scheduling. Factory supervision is coordinated via the Champion service department at 1-800-858-4477. Pricing is NET/NET & not subject to further discounts or rebates.	\$1,236.00	\$1,236.00
	1 ea	1 year parts & labor warranty, standard		
	1 ea	Left to Right operation		
	1 ea	A-2.5 ft. load section	\$8,228.13	\$8,228.13
	1 ea	B-2.5 ft. prewash section with external scrap tank with basket	\$11,820.99	\$11,820.99
	1 ea	C-6 ft. wash-rinse section	\$51,895.80	\$51,895.80
	1 ea	D-7 ft. dual rinse-unload section	\$28,195.26	\$28,195.26
	1 ea	Electric heaters with thermostat & positive low-water cut-off, standard		
	1 ea	Voltage to be 480/60/3ph, Machine Electric Tank Heat Voltage		
	1 ea	Electric Booster Heater, built-in, 70°F maximum rise, 18 kW	\$5,461.02	\$5,461.02
	1 ea	All purpose Single Pitch Peg Belt, standard		
	1 ea	Insulated hinged doors	\$6,114.00	\$6,114.00
	1 pk	REAR Stainless steel enclosure panels	\$3,320.53	\$3,320.53
	1 ea	Stop/start stations on both ends of machine	\$1,218.12	\$1,218.12
	1 ea	Heat recovery system	\$7,619.08	<Optional>
	1 ea	Champion ION scale reduction system	\$2,869.60	<Optional>




Item	Qty	Description	Sell	Sell Total
	1 ea	Custom single point duct to connect to existing system. (Site visit required to gather dimensions)	\$6,149.14	<Optional>
		128,064		
		ITEM TOTAL:		\$117,489.85
OPT2	1 ea	<b>DISHWASHER, FLIGHT TYPE</b>	132,132.44	121,558.35
		Champion Confidential Model No. EUCC6 (5-6-6, 17ft) C Series Slim-Line Upright Conveyor Dishwasher, 24" wide peg belt, Dual Rinse feature, automatic tank fill, vent fan control, electric eye idle pump shut-off & rinse saver, stainless steel base & legs, push-button start-stop station - load end, stainless steel front end enclosure panels, SST pumps & impellers, re-circulating flushing nozzles - load end, vent openings with 7" stainless steel stacks & locking dampers - both ends, anti-jam & reverse switch, UL, NSF , ENERGY STAR®		
	1 ea	Supervision of Reassembly & Start-Up. M-F, 8am – 5pm, please allow (5) days advance notice for scheduling. Factory supervision is coordinated via the Champion service department at 1-800-858-4477. Pricing is NET/NET & not subject to further discounts or rebates.	\$1,236.00	\$1,236.00
	1 ea	1 year parts & labor warranty, standard		
	1 ea	Left to Right operation		
	1 ea	A-2.5 ft. load section	\$7,897.25	\$7,897.25
	1 ea	B-2.5 ft. prewash section with external scrap tank with basket	\$11,346.62	\$11,346.62
	1 ea	C-6 ft. wash-rinse section	\$50,165.26	\$50,165.26
	1 ea	D-6 ft. dual rinse-unload section	\$25,308.10	\$25,308.10
	1 ea	Electric heaters with thermostat & positive low-water cut-off, standard		
	1 ea	Voltage to be 480/60/3ph, Machine Electric Tank Heat Voltage		
	1 ea	Electric Booster Heater, built-in, 70°F maximum rise, 18 kW	\$5,461.02	\$5,461.02
	1 ea	Single Pitch Peg Belt, configured for Sheet Pans	\$1,841.81	\$1,841.81
	1 ea	Insulated hinged doors	\$6,114.00	\$6,114.00
	1 pk	REAR Stainless steel enclosure panels	\$3,320.53	\$3,320.53
	1 ea	Stop/start stations on both ends of machine	\$1,218.12	\$1,218.12
	1 ea	Heat recovery system	\$7,619.08	<Optional>
	1 ea	Champion ION scale reduction system	\$2,869.60	<Optional>
	1 ea	Custom single point duct to connect to existing system. (Site visit required to gather dimensions)	\$6,149.14	<Optional>
		124,159		
		ITEM TOTAL:		\$113,908.71
2	1 ea	<b>RE-ASSEMBLY</b>	128,228	
		Champion Confidential Model No. EUCC/EUCCW RE-ASSEMBLY	\$4,068.50	\$4,068.50
		• Silicone & bolt together machine sections		
		• Inter-connect wiring		
		• Inter-connect plumbing		
		• Install conveyor belt & set tension		
		• Supervision is included		
		117,977		

Item	Qty	Description	Sell	Sell Total
		<ul style="list-style-type: none"> <li>• If beyond 60 miles, please contact the local service agent for additional cost</li> <li>• Factory requires 30 day notice prior to the install, to plan accordingly</li> <li>• NET/NET PRICING (NO FURTHER DISCOUNTS)</li> </ul>		

PRICE DOES NOT INCLUDE THE OPTIONAL SINGLE POINT DUCT

ITEM TOTAL: \$4,068.50

Total \$235,467.06

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- 3-minute application

Questions? 844-783-7600

\*Terms and financing rates are subject to change and should be verified when applying for financing.

Powered by CURRENCY.

These prices do not include shipping or sales tax unless otherwise noted.

Unless noted otherwise, quotes are good for 30 days.

Order & Return Policy: Stock products may be returned unused and undamaged, in salable condition with original packaging within 60 days from purchase for full credit. Non-stock/Special orders require signature and full payment (including freight and taxes) at time of order. Special order items returned unused and undamaged within 30 days from date of purchase will be charged a 30% restock fee plus return freight. Refunds will be available after Kessenich's receives the manufacturer's credit. Items not claimed within 6 months will be charged all manufacturer's restock fees. Custom-made products require signature and full payment (including freight and taxes) at time of order. Items are not returnable or refundable. Contact Kessenich's Ltd for full terms and conditions.

Services are available that include uncrating, unboxing, assembling, delivering and setting in spot of all equipment at owner's location by Kessenich's personnel. Please contact your Kessenich's salesperson for a quote. All plumbing, electrical and other installation work to be done by appropriate trades and are owners responsibility.

If using AQ Pay and using a Credit Card you will be charged with a 3% fee

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

Printed Name: \_\_\_\_\_

Project Grand Total: \$235,467.06

# Champion®

The Dishwashing Machine Specialists

Project \_\_\_\_\_

Item No. \_\_\_\_\_

Quantity \_\_\_\_\_

## STANDARD FEATURES

- **NEW Factory authorized startup**
- **ENERGY STAR® Qualified**
- **Exclusive Dual Rinse Technology**
- All-purpose 29" wide peg belt
- Dish capacities up to 15,027 dishes per hour (NSF Certified)
- Automatic tank fill
- Chemical dispensing equipment connection provisions
- Choice of tank heat: electric, steam coils or direct steam injectors
- Common hot water connection
- Common drain connection
- Common electric connection (separate connection required for optional electric booster and blower-dryer)
- One piece stainless steel wash/rinse manifold system, easy to remove
- Door safety switch
- Electric eye energy sentinel (idle pump shut-off)
- Easy-to-reach top-mounted controls
- Heavy-gauge stainless construction
- Low-water tank heat protection
- Push-button start-stop station – load end
- Recirculating flushing nozzles – load end with prewash
- Rinse saver device
- Conveyor shut-off shelf – unload end
- Stainless steel enclosure panels – front & ends
- Vent fan control connection provided

## OPTIONAL WORLD CLASS FEATURES

- **Heat Recovery** – redirects lost steam to heat using less energy

*The DualRinse feature offers the  
Lowest Water/Utility/Chemical Consumption  
as low as 57 GPH usage while circulating  
as much as 400 gallons of water for  
Consistently Good Results*

## EUCCW SERIES

Upright 29" Conveyor  
Dual Rinse Dishwashing Machine

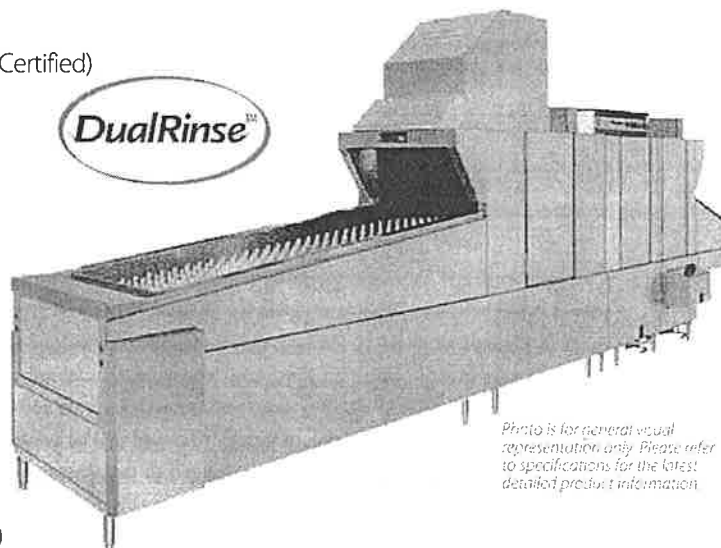


Photo is for general visual  
representation only. Please refer  
to specifications for the latest  
detailed product information.

## SPECIFIER STATEMENT

Specified unit will be Champion model EUCCW4, EUCCW6 or EUCCW8 upright 29" conveyor water saver dishwashing machine.

Features automatic tank fill, chemical dispensing connection provisions, common water, drain and electrical connections, door safety switch, low water tank heat protection, rinse saver.

1 year parts and labor warranty.



2674 N. Service Road,  
Jordan Station, Ontario, Canada L0R 1S0  
Tel: 905-562-4195 Fax: 905/562-4618

CH104

(pdf) 4/16



Champion Industries, Inc.  
3765 Champion Boulevard, Winston-Salem, NC 27105 Tel:  
336/661-1556 Fax: 336/661-1979  
[www.championindustries.com](http://www.championindustries.com)



# EUCCW SERIES

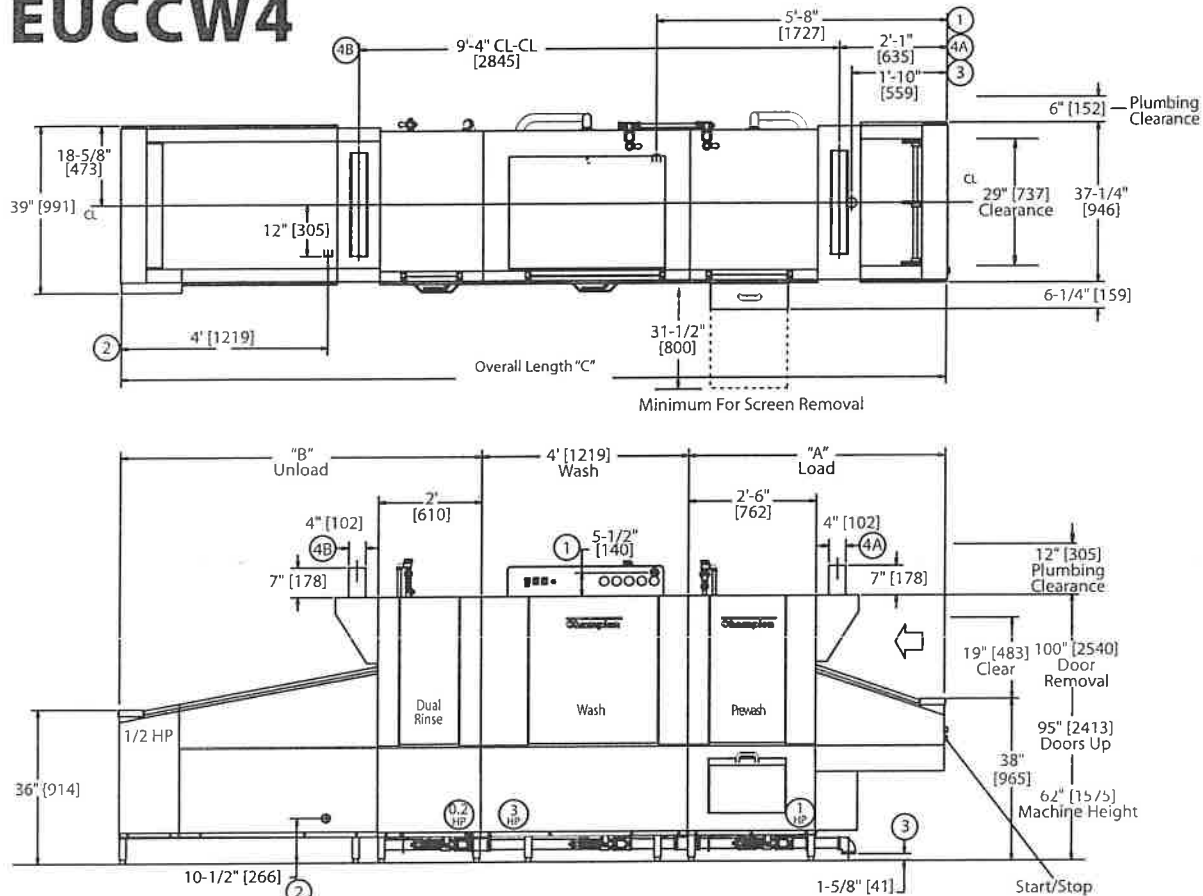
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and [millimeters]

### EUCCW4



**TABLE A - Machine Connection**

Machine Only - Electric Heat			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	171	200	200
240/60/3	149	175	175
480/60/3	74	90	90

Machine-steam			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	21	25	25
240/60/3	18	25	25
480/60/3	10	15	15

**TABLE B - Booster Connection**

40°F/22°C Rise - 10kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

70°F/39°C Rise - 18kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

#### Notes:

- Load Section (A) Standard 5', contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

Contact Factory for additional voltages.

Due to an ongoing value analysis program at Champion, specifications contained in this catalog are subject to change without notice.

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# EUCCW SERIES

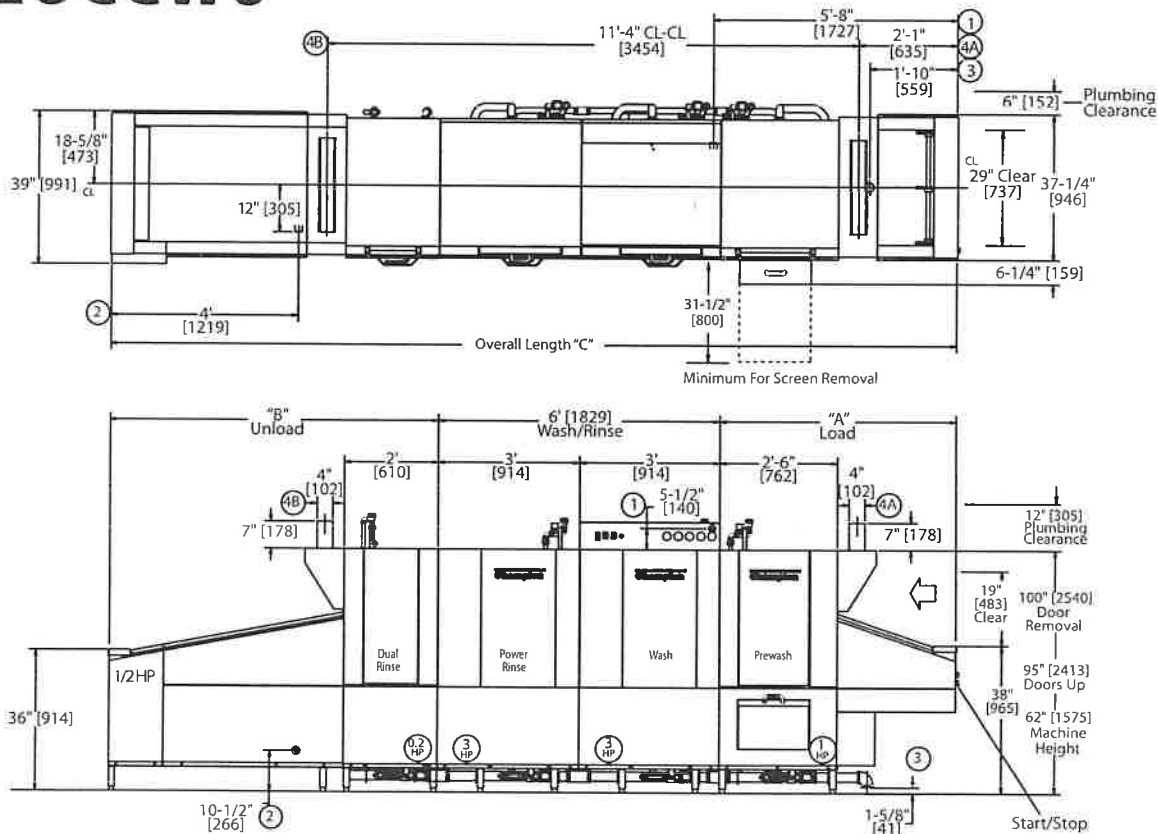
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and [millimeters]

## EUCCW6



**TABLE A - Machine Connection**

Machine Only - Electric Heat			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	183	250	250
240/60/3	158	200	200
480/60/3	80	100	100

Machine-steam			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	29	40	40
240/60/3	26	35	35
480/60/3	14	20	20

### Notes:

- Load Section (A) Standard 5', contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

**TABLE B - Booster Connection**

40°F/22°C Rise - 10kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

70°F/39°C Rise - 18kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

Contact Factory for additional voltages.

Due to an ongoing value analysis program at Champion, specifications contained in this catalog are subject to change without notice.

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# EUCCW SERIES

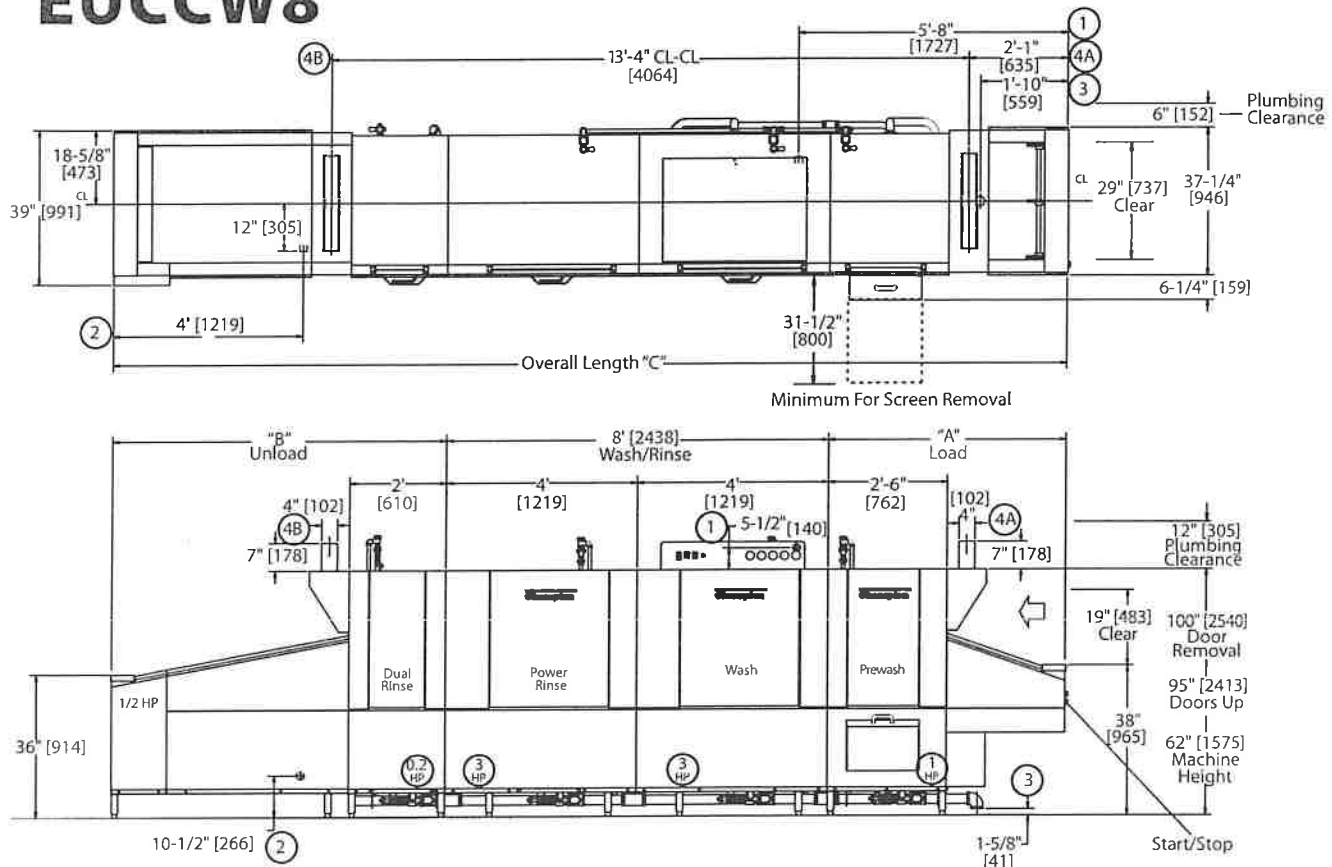
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and [millimeters]

### EUCCW8



**TABLE A - Machine Connection**

Machine Only - Electric Heat			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	183	250	250
240/60/3	158	200	200
480/60/3	80	100	100

**TABLE B - Booster Connection**

40°F/22°C Rise - 10 kW Electric built-in booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

Machine-steam			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	29	40	40
240/60/3	26	35	35
480/60/3	14	20	20

70°F/39°C Rise - 18kW Electric built-in booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

Contact Factory for additional voltages.

#### Notes:

- Load Section (A) Standard 5', contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

Due to an ongoing value analysis program at Champion, specifications contained in this catalog are subject to change without notice.

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# Champion®

The Dishwashing Machine Specialists

## EUCCW SERIES

Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

Shipping weight crated: **150 lbs./ft.[68kg./m.]**  
Height with doors up: **95"**  
Height to remove doors: **100"**

### SPECIFICATIONS

Capacities	EUCCW4	EUCCW6	EUCCW8
Dishes per hr. (NSF rated)	9,965	13,445	15,027
Conveyor speed (ft./min.)	6.3	8.5	9.5
<b>Motor horsepower</b>			
Drive	1/2 Hp	1/2 Hp	1/2 Hp
Prewash 30" [762]	1 Hp	1 Hp	1 Hp
Prewash 48" [1219]	3 Hp	3 Hp	3 Hp
Wash	3 Hp	3 Hp	3 Hp
Power Rinse*	N/A	3 Hp	3 Hp
Auxiliary Rinse	1/5 Hp	1/5 Hp	1/5 Hp
<b>Water consumption</b>			
Gal. per hr. (max. use)	58	57	58
<b>Temperatures °F</b>			
Wash (min.)	160	150	150
Power Rinse (min.)*	N/A	160	160
Auxiliary Rinse (min.)	165	165	165
Final rinse (min.)	180	180	180
<b>Heating</b>			
Tank heat	Steam	Electric	
Wash tank	125 lbs./hr.	25 kW	
Wash tank (EUCCW4)	225 lbs./hr.	45 kW	
Rinse tank *	100 lbs./hr.	20 kW	
Auxiliary rinse	50 lbs./hr.	10 kW	
Electric booster (kW required for 40°F rise)	10	10	10
Electric booster (kW required for 70°F rise)	18	18	18
Steam booster (lbs./hr. required for 40°F rise)	50	50	50
Steam booster (lbs./hr. required for 70°F rise)	90	90	90
<b>Venting</b>			
Minimum CFM, load end			300
Minimum CFM, unload end			800

\*EUCCW4 has no power rinse tank

Booster connections may vary. Contact the Factory.

**Standard Voltages** (Specify choice): 208/60/3, 240/60/3, and 480/60/3. Available in 3-phase only. For non-standard 3-phase voltages, contact the Factory.

**Plumbing Notes** Because of the variation in house-supplied water pressure, a water pressure regulating valve (PRV) is needed (water PRV is standard with a booster). Steam PRV's may be required for pressure higher than 30 psi. The PRV's can either be purchased from Champion or obtained locally.

### Utilities EUCCW4

- Electrical Connection**
  - A Machine connection (see table A)
  - B Booster connection (see table A)
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**
  - A Load end: 300 CFM 1/4" S.P.
  - B Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

### Utilities EUCCW6

- Electrical Connection**  
Contact factory for specific machine electrical requirements  
**NOTE:** Electric booster connection – contact Factory
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**
  - A Load end: 300 CFM 1/4" S.P.
  - B Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

### Utilities EUCCW8

- Electrical Connection**  
Contact factory for specific machine electrical requirements  
**NOTE:** Electric booster connection – contact Factory
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**
  - A Load end: 300 CFM 1/4" S.P.
  - B Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

**Warning** Plumbing and electrical connections should be made by qualified personnel who will observe all the applicable plumbing, sanitary, safety codes and the National Electrical Code.

**Note** Water Hammer Arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

### Venting Notes

Fabricated duct size: 3-7/8" x 23-7/8" (outside dimensions)

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# EUCCW SERIES

Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

# Champion®

The Dishwashing Machine Specialists

*Control Panel*



*Digital Gauges*

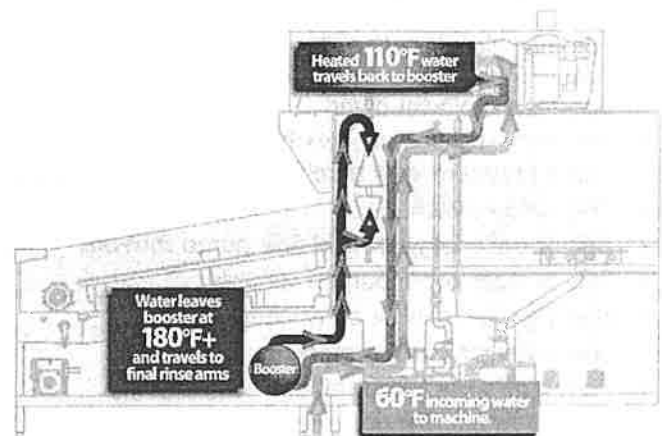


## OPTIONS & ACCESSORIES

- ☐ Tank heat; choices of electric, steam coil or steam injectors
- ☐ Booster Heaters – stainless steel (completely inter-plumbed, controls are inter-wired)
  - ☐ Electric: (40°F rise or 70°F rise)
  - ☐ Steam: (40°F or 70°F rise)
- ☐ 48" Blower Dryer, electric or steam (add 4' to overall length)
- ☐ Belts: standard peg belt, flat belt, thermal tray belt, silverware belt, belts with upper cross rods, and other select combination belts
- ☐ Start/Stop station, unload end
- ☐ Back panels, stainless steel
- ☐ Cold water thermostat (for pre-wash)
- ☐ External scrap bucket on 48" pre-wash (standard on 30" pre-wash)
- ☐ External scrap bucket on wash tank
- ☐ Insulated hoods, lower panels
- ☐ Motor pumps, 2 or 3 Hp optional in lieu of 1 Hp on pre-wash
- ☐ Bumper rail, machine mounted
- ☐ Steam pressure regulating valve (unmounted)
- ☐ Drain water tempering kit (mounted)
- ☐ Insulated hinged door

## Heat Recovery –

Redirects lost steam to heat using less energy.



- ☐ Shock arrestor (water)
- ☐ Drain interlocks
- ☐ Heat Recovery Unit redirects lost steam to heat using less energy
- ☐ **NEW** Champion ION scale prevention system

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# Champion®

The Dishwashing Machine Specialists

Project \_\_\_\_\_  
 Item No. \_\_\_\_\_  
 Quantity \_\_\_\_\_

## STANDARD FEATURES

- **NEW** Factory authorized startup
- **ENERGY STAR®** Qualified
- **Exclusive Dual Rinse Technology**
- All-purpose 29" wide peg belt
- Dish capacities up to 15,027 dishes per hour (NSF Certified)
- Automatic tank fill
- Chemical dispensing equipment connection provisions
- Choice of tank heat: electric, steam coils or direct steam injectors
- Common hot water connection
- Common drain connection
- Common electric connection (separate connection required for optional electric booster and blower-dryer)
- One piece stainless steel wash/rinse manifold system, easy to remove
- Door safety switch
- Electric eye energy sentinel (idle pump shut-off)
- Easy-to-reach top-mounted controls
- Heavy-gauge stainless construction
- Low-water tank heat protection
- Push-button start-stop station – load end
- Recirculating flushing nozzles – load end with prewash
- Rinse saver device
- Conveyor shut-off shelf – unload end
- Stainless steel enclosure panels – front & ends
- Vent fan control connection provided

## OPTIONAL WORLD CLASS FEATURES

- **Heat Recovery** – redirects lost steam to heat using less energy

*The DualRinse feature offers the  
 Lowest Water/Utility/Chemical Consumption  
 as low as 57 GPH usage while circulating  
 as much as 400 gallons of water for  
 Consistently Good Results*

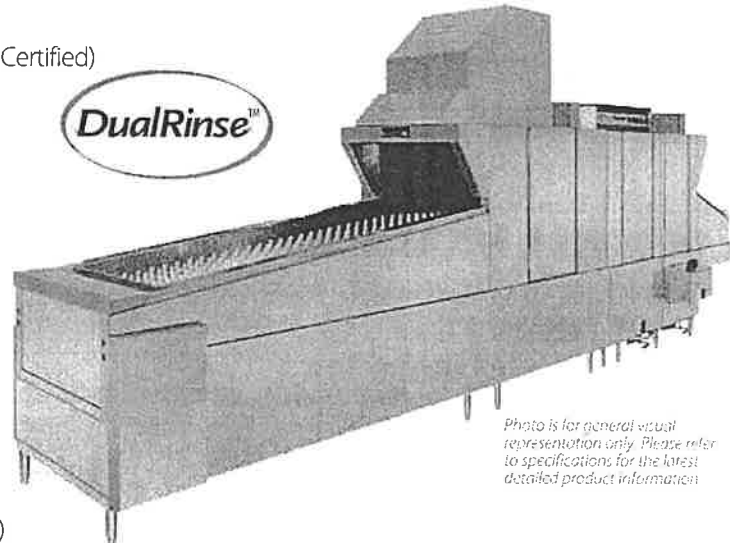
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 Jordan Station, Ontario, Canada L0R 1S0  
 Tel: 905-562-4195 Fax: 905/562-4618

CH104

(pdf) 4/16

## EUCCW SERIES

Upright 29" Conveyor  
 Dual Rinse Dishwashing Machine



*Photo is for general visual  
 representation only. Please refer  
 to specifications for the latest  
 detailed product information*

## SPECIFIER STATEMENT

Specified unit will be Champion model EUCCW4, EUCCW6 or EUCCW8 upright 29" conveyor water saver dishwashing machine.

Features automatic tank fill, chemical dispensing connection provisions, common water, drain and electrical connections, door safety switch, low water tank heat protection, rinse saver.

1 year parts and labor warranty.



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# EUCCW SERIES

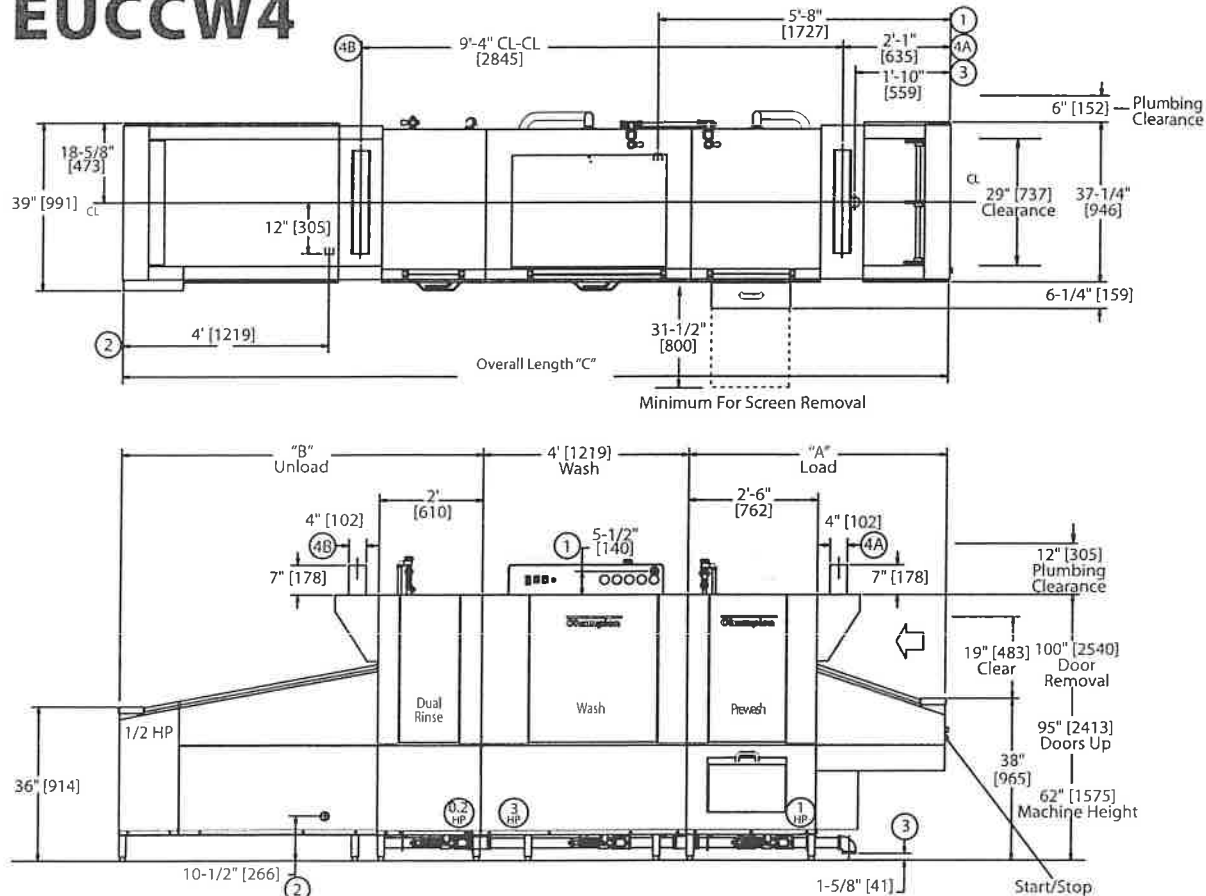
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and (millimeters)

### EUCCW4



**TABLE A - Machine Connection**

Machine Only - Electric Heat			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	171	200	200
240/60/3	149	175	175
480/60/3	74	90	90

Machine-steam			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	21	25	25
240/60/3	18	25	25
480/60/3	10	15	15

#### Notes:

- Load Section (A) Standard 5' contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

**TABLE B - Booster Connection**

40°F/22°C Rise - 10kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

70°F/39°C Rise - 18kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

Contact Factory for additional voltages.

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# EUCCW SERIES

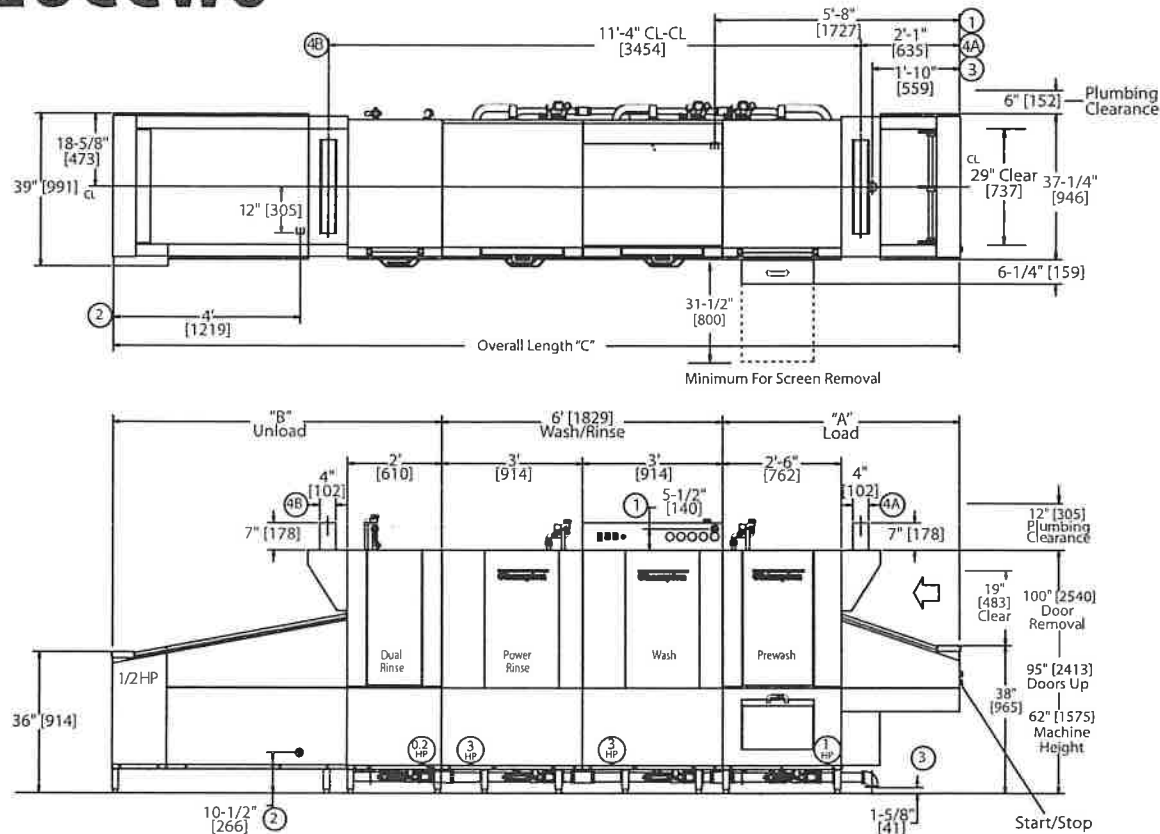
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and [millimeters]

## EUCCW6



**TABLE A - Machine Connection**

Machine Only - Electric Heat			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	183	250	250
240/60/3	158	200	200
480/60/3	80	100	100

Machine-steam			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	29	40	40
240/60/3	26	35	35
480/60/3	14	20	20

**TABLE B - Booster Connection**

40°F/22°C Rise - 10kW Electric Built-in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

70°F/39°C Rise - 18kW Electric Built in Booster			
Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Maximum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

Contact Factory for additional voltages.

### Notes:

- Load Section (A) Standard 5', contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

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# EUCCW SERIES

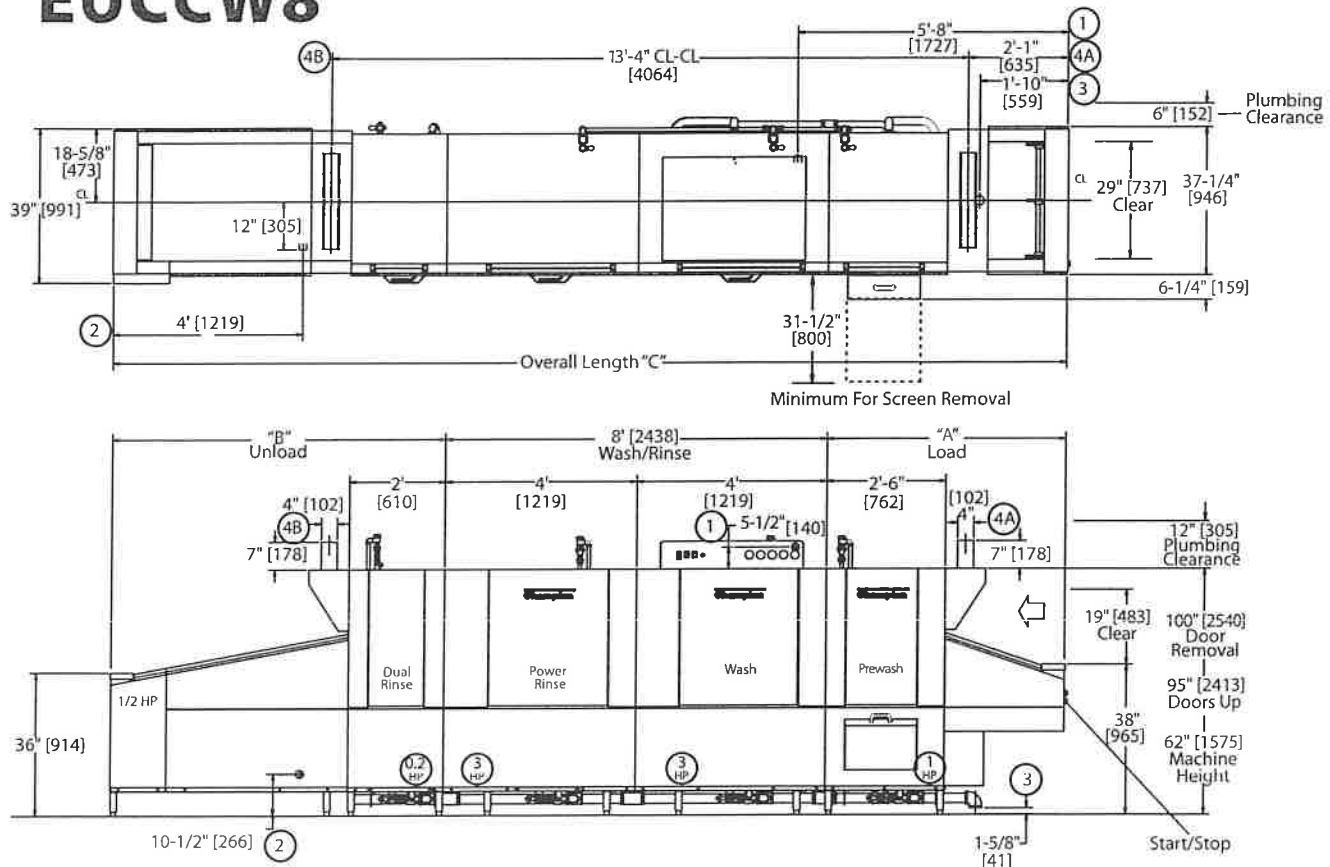
Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

**Champion®**  
The Dishwashing Machine Specialists

## MODULAR SECTIONS: Right to Left Operation

Dimensions shown in inches and [millimeters]

### EUCCW8



**TABLE A - Machine Connection**

Machine Only - Electric Heat

Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	183	250	250
240/60/3	158	200	200
480/60/3	80	100	100

**TABLE B - Booster Connection**

40°F/22°C Rise - 10 kW Electric built-in booster

Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	28	35	35
240/60/3	24	30	30
480/60/3	12	15	15

Machine-steam

Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	29	40	40
240/60/3	26	35	35
480/60/3	14	20	20

70°F/39°C Rise - 18kW Electric built-in booster

Elec. Specs.	Rated Amps	Minimum Supply Ckt. Conductor Ampacity	Minimum Overcurrent Protective Device
208/60/3	50	60	60
240/60/3	44	50	50
480/60/3	22	30	30

Contact Factory for additional voltages.

#### Notes:

- Load Section (A) Standard 5', contains 30" Prewash
- Prewash also available in a 48" HD section
- Non-standard load section available in 12" increments
- Minimum load length 5' (includes 30" prewash)
- Unload Section (B) Standard 5 ft contains 24" Aux.
- Rinse and 36" belt, available in 12" increments
- Built in electric booster requires a 5' minimum unload
- Built in steam booster requires a minimum 6' unload
- Blow dryer section adds 4' to overall length of machine

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# Champion®

The Dishwashing Machine Specialists

## EUCCW SERIES

Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

Shipping weight crated: **150 lbs./ft.[68kg./m.]**  
Height with doors up: **95"**  
Height to remove doors: **100"**

### SPECIFICATIONS

Capacities	EUCCW4	EUCCW6	EUCCW8
Dishes per hr. (NSF rated)	9,965	13,445	15,027
Conveyor speed (ft./min.)	6.3	8.5	9.5
<b>Motor horsepower</b>			
Drive	1/2 Hp	1/2 Hp	1/2 Hp
Prewash 30" [762]	1 Hp	1 Hp	1 Hp
Prewash 48" [1219]	3 Hp	3 Hp	3 Hp
Wash	3 Hp	3 Hp	3 Hp
Power Rinse*	N/A	3 Hp	3 Hp
Auxiliary Rinse	1/5 Hp	1/5 Hp	1/5 Hp
<b>Water consumption</b>			
Gal. per hr. (max. use)	58	57	58
<b>Temperatures °F</b>			
Wash (min.)	160	150	150
Power Rinse (min.)*	N/A	160	160
Auxiliary Rinse (min.)	165	165	165
Final rinse (min.)	180	180	180
<b>Heating</b>			
Tank heat	<b>Steam</b>	<b>Electric</b>	
Wash tank	125 lbs./hr.	25 kW	
Wash tank (EUCCW4)	225 lbs./hr.	45 kW	
Rinse tank *	100 lbs./hr.	20 kW	
Auxiliary rinse	50 lbs./hr.	10 kW	
Electric booster (kW required for 40°F rise)	10	10	10
Electric booster (kW required for 70°F rise)	18	18	18
Steam booster (lbs./hr. required for 40°F rise)	50	50	50
Steam booster (lbs./hr. required for 70°F rise)	90	90	90
<b>Venting</b>			
Minimum CFM, load end			300
Minimum CFM, unload end			800

\*EUCCW4 has no power rinse tank

Booster connections may vary. Contact the Factory.

**Standard Voltages** (Specify choice): 208/60/3, 240/60/3, and 480/60/3. Available in 3-phase only. For non-standard 3-phase voltages, contact the Factory.

**Plumbing Notes** Because of the variation in house-supplied water pressure, a water pressure regulating valve (PRV) is needed (water PRV is standard with a booster). Steam PRV's may be required for pressure higher than 30 psi. The PRVs can either be purchased from Champion or obtained locally.

### Utilities EUCCW4

- Electrical Connection**  
**A** Machine connection (see table A)  
**B** Booster connection (see table A)
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**  
**A** Load end: 300 CFM 1/4" S.P.  
**B** Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

### Utilities EUCCW6

- Electrical Connection**  
Contact factory for specific machine electrical requirements  
**NOTE:** Electric booster connection – contact Factory
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**  
**A** Load end: 300 CFM 1/4" S.P.  
**B** Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

### Utilities EUCCW8

- Electrical Connection**  
Contact factory for specific machine electrical requirements  
**NOTE:** Electric booster connection – contact Factory
- Hot Water**  
3/4" NPT 180°F hot water connection.  
(For machine without built-in booster)
- Drain**  
2" NPT connection, 62 gpm max flow rate
- Vents**  
**A** Load end: 300 CFM 1/4" S.P.  
**B** Unload end: 800 CFM 1/4" S.P. With blower-dryer, increase room ventilation by 600 CFM.

**Warning** Plumbing and electrical connections should be made by qualified personnel who will observe all the applicable plumbing, sanitary, safety codes and the National Electrical Code.

**Note** Water Hammer Arrestor (meeting ASSE-1010 standard or equivalent) to be supplied (by others) in common water supply line at service connection.

### Venting Notes

Fabricated duct size: 3-7/8" x 23-7/8" (outside dimensions)

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# EUCCW SERIES

Upright 29" Conveyor  
Dual Rinse  
Dishwashing Machine

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*Control Panel*



*Digital Gauges*

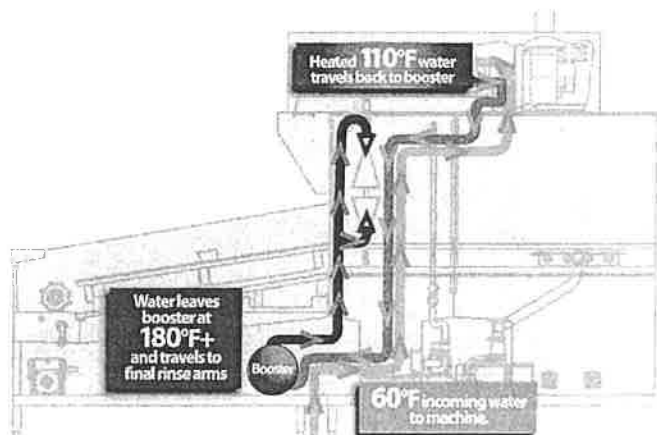


## OPTIONS & ACCESSORIES

- ☐ Tank heat; choices of electric, steam coil or steam injectors
- ☐ Booster Heaters – stainless steel (completely inter-plumbed, controls are inter-wired)
  - ☐ Electric: (40°F rise or 70°F rise)
  - ☐ Steam: (40°F or 70°F rise)
- ☐ 48" Blower Dryer, electric or steam (add 4' to overall length)
- ☐ Belts: standard peg belt, flat belt, thermal tray belt, silverware belt, belts with upper cross rods, and other select combination belts
- ☐ Start/Stop station, unload end
- ☐ Back panels, stainless steel
- ☐ Cold water thermostat (for pre-wash)
- ☐ External scrap bucket on 48" pre-wash (standard on 30" pre-wash)
- ☐ External scrap bucket on wash tank
- ☐ Insulated hoods, lower panels
- ☐ Motor pumps, 2 or 3 Hp optional in lieu of 1 Hp on pre-wash
- ☐ Bumper rail, machine mounted
- ☐ Steam pressure regulating valve (unmounted)
- ☐ Drain water tempering kit (mounted)
- ☐ Insulated hinged door

## Heat Recovery –

Redirects lost steam to heat using less energy.



- ☐ Shock arrestor (water)
- ☐ Drain interlocks
- ☐ Heat Recovery Unit redirects lost steam to heat using less energy
- ☐ **NEW** Champion ION scale prevention system

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115-102022

**RESOLUTION:** Authorize a Capital Improvements Project and a Budget Transfer in the Amount of \$12,000.00 for a Feasibility Study to Determine Appropriate Funding for Renovation of the Projection System at the Barlow Planetarium and Other Requests Identified in a Pre-study

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

**WHEREAS**, the Barlow Planetarium serves 30,000 visitors per year; and

**WHEREAS**, the Barlow Planetarium is the most attended and highest admission revenue generating planetarium in the University of Wisconsin system; and

**WHEREAS**, the current projection system is running on technology and parts that are no longer available to support the existing system; and

**WHEREAS**, parts are scarce and becoming difficult to obtain, suggesting that a renovation of the planetarium is a pressing issue and critical to its future; and

**WHEREAS**, a pre-study of renovations to the Barlow Planetarium has identified the following wish list:

- increase visitor capacity and comfort
- design a lobby that enhances guest flow
- ensure the HVAC system can meet the needs of new equipment
- convert Curler Gallery to a light lock and install automated doors
- refresh interior finishes
- install railing replacement
- install step lighting
- install security console

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves a capital improvements project and a budget transfer of \$12,000.00 for a feasibility study to determine appropriate funding for renovation of the projection system at the UWO-Fox Cities Barlow Planetarium and other requests identified in a pre-study.

**Fiscal Note:** \$12,000 in expense would be authorized, of which amount \$6,000 will be reimbursed by Outagamie County, and the remaining \$6,000 of which would be funded with a transfer from the undesignated general fund balance, and will either reduce the general fund balance or will be replaced with proceeds from a subsequent bond issue

Respectfully submitted by:

**FACILITIES AND PROPERTY COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

42  
43  
44  
45  
46  
47

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: August 8th, 2022

FROM: Martin Rudd and JoAnn Rife

RE: Transfer of Funds for UWO Fox Cities – Barlow Planetarium Renovation (Astronomical Observation Facility)

## **General Description:**

For this project, a feasibility study is needed to fulfill the proper steps in Winnebago and Outagamie county's process to ensure realistic funding is planned for the renovation of existing Barlow Planetarium on the UWO Fox Cities campus. Some of the necessary project criteria to re-design the Barlow Planetarium has already been identified, as a pre-study was performed. These elements would include the following: remove elements that will no longer be needed to enhance visitor experience, increase visitor comfort, increase capacity, plan a lobby that enhances guest flow, and ensure HVAC is capable of meeting the needs of the new equipment from the aspects of heating, cooling, humidity, and filtration. In addition to the needs above, this renovation is to incorporate the following: convert the current Curler Gallery to a light lock and a new entrance and exit, this would include automated doors. Interior finishes, including the interior of the existing dome, will need to be refreshed, as well as some safety features such as railing replacement, step lighting, and a console for security. Some modifications will be needed to accept the new updated equipment. Even though the needs have been identified, a true feasibility study will need to be performed to ensure realistic funding is planned for this project.

FF&E by UW System will be coordinated with the design

## **Action Requested:**

The requested action is for a motion and vote to approve the transfer of the budgeted funds of \$12,000 for the UWO-Fox Cities Barlow Planetarium renovation feasibility study. With this property being split funded, ½ the total is Winnebago Counties responsibility.

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property  
Action taken:     APPROVED    

Meeting date: August 24, 2022  
Vote:     5-0    

Committee of Jurisdiction: Personnel & Finance  
Action taken:           APPROVED          

Meeting date: September 1, 2022  
Vote:     4-0    

Committee of Jurisdiction: County Board  
Action taken:                                   

Meeting date: September 20, 2022  
Vote:

### **Background:**

The Barlow is one of the busiest stand-alone university planetariums in the United States. It is at or near the top of similar facilities in the Midwest (including Michigan State, Delta College, Parkland College and Ball State).

- The current planetarium serves **30,000 visitors per year** with its 1990's technology – Evans & Sutherland Digistar II, Sun Sparc Ultra workstations and Windows 95 computers.
- In the UW System the Barlow is the most attended and highest admission revenue generating planetarium <https://www.msn.com/en-us/feed>
- The Barlow serves more people (from 23 of Wisconsin's 72 counties) and generates three times the revenue the rest of the UW planetariums combined.

The current projection system is running on technology and parts that are no longer available to support the existing system. When issues arise, parts need to be obtained by purchasing old identical systems on Ebay etc. Parts are very scarce and becoming very difficult to obtain, therefore a renovation of this planetarium is critical to its future.

The next generation of the Barlow Planetarium is conservatively estimated to serve nearly 60,000 visitors per year and enhance the state of STEAM (science, technology, engineering, art and mathematics) education in the Fox Cities and Northeast Wisconsin.

### **Policy Discussion:**

### **Attachments:**

Draft resolution will be attached.....

## UWO-Fox Cities Campus

Aug-22

DEPARTMENT NAME

DEPARTMENT FORM		Date
<u>Matt D. Bidd</u>	<u>08/15/22</u>	
Department Requesting - Signature	Approval - County Executive	
Committee of Jurisdiction - Signature	Approval - Personnel & Finance	<u>10/6/22</u>
Committee Vote:	Committee Vote:	<u>4-0</u>
<u>[Signature]</u>		
Reviewed by Finance Dept.	Approved - Information Systems Committee	
	Committee Vote:	
Approved - Facilities & Prop Mgmt Committee		
Committee Vote:		

**ACCOUNT NUMBER**[illegible]

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

**UWO-Fox Cities Campus is requesting \$12,000 for the Feasibility Study for the Barlow Planetarium Renovation. Design and Engineering will be the next step.**

ENTRY NUMBER

116-102022

**RESOLUTION: Approve a Capital Improvements Project and a Budget Transfer in the Amount of \$80,000.00 for the UWO-Fox Cities Main Entrance and Parking Lot Repair**

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

**WHEREAS**, the main entrance and adjoining parking lot for the UWO-Fox Cities Campus needs to be resurfaced and restriped due to amount of daily traffic both during the academic calendar year and non-academic calendar year; and

**WHEREAS**, the parking lot requires more than crack filling and sealing due to its current condition; and

**WHEREAS**, uneven pavement, from utility work in recent years, is a tripping hazard and creates potential liability.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves a capital improvements project and a budget transfer of \$80,000.00 for the repair of UWO- Fox Cities main entrance and parking lot.

*Fiscal Note: \$80,000 in expense would be authorized, of which amount \$40,000 will be reimbursed by Outagamie County, and the remaining \$40,000 of which would be funded with a transfer from the undesignated general fund balance, and will either reduce the general fund balance or will be replaced with proceeds from a subsequent bond issue.*

Respectfully submitted by:

**FACILITIES AND PROPERTY COMMITTEE**

Committee Vote: **4-1**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jonathan D. Doemel  
Winnebago County Executive



# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

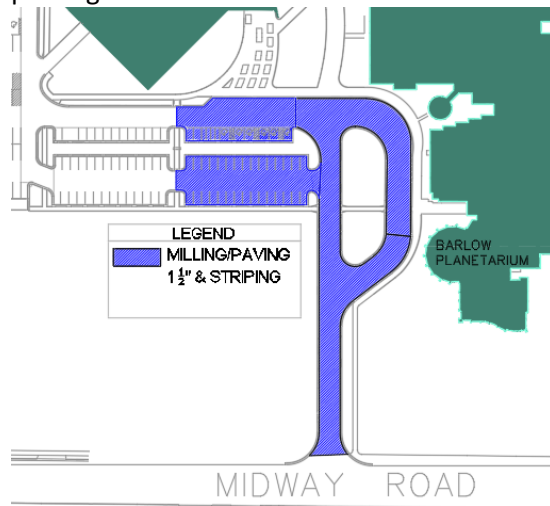
DATE: August 8, 2022

FROM: Martin Rudd and JoAnn Rife

RE: Transfer of Funds for UWO Fox Cities – Entrance Driveway Repair

## **General Description:**

Mill 1 1/2" of the existing pavement, re-pave, and stripe the Main Campus driveway and adjoining parking lot shown in blue.



The area indicate in blue is the main entrance and parking lot for the campus. It is the most utilized driveway and parking lot on this campus and needs the noted maintenance.

## **Action Requested:**

The requested action is for a motion and vote to approve the transfer of the budgeted funds of \$80,000 for the UWO-Fox Cities main entrance and parking lot repair. With this property being split funded, 1/2 the total is Winnebago Counties responsibility.

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property  
Action taken: \_\_\_\_\_

Meeting date: August 24, 2022  
Vote: \_\_\_\_\_

Committee of Jurisdiction: Personnel & Finance  
Action taken: \_\_\_\_\_

Meeting date: September 1, 2022  
Vote: \_\_\_\_\_

Committee of Jurisdiction: County Board  
Action taken: \_\_\_\_\_

Meeting date: September 20, 2022  
Vote: \_\_\_\_\_

## **Background:**

The main entrance and adjoining parking lot needs to be resurfaced and restriped due to the amount of daily traffic it receives both during the academic year and the off-season as the public uses the parking lot for Communications Arts Center, Barlow Planetarium, and Weis Science Museum. The parking lot is requiring more than crack filling and sealing due to its current condition. If the maintenance is not taken care of, the surfaces will require a complete replacement due to its current condition. This area has also experienced utility work in recent years and is causing uneven pavement; this uneven pavement is a liability as it presents a tripping hazard. This is the main entrance and parking lot to the campus and also is the first impression to all who visit this campus.

**Policy Discussion:**

**Attachments:**

Draft resolution will be attached.....

UWO-Fox Cities Campus

Month/Year

Sep-22

DEPARTMENT NAME

	Date		Date
Mark D. Ruhl	10/10/22		
Department Requesting - Signature		Approval - County Executive	
Committee of Jurisdiction - Signature		Approval - Personnel & Finance	10/16/22
Committee Vote:		Committee Vote:	4-0
Reviewed By Finance Dept.	10-10-22	Approved - Information Systems Committee	
Approved - Facilities & Prop Mgmt Committee		Committee Vote:	
Committee Vote:			

**ACCOUNT NUMBER**

				I=Incr D=Decr	Amount (Whole dollars only)
Project	Phase	Task	Budget Transfer Description		
<i>Advance from General Fund</i>	1039	59501	CP 4325 BLACKTOP REPAIRS	I=Incr	80,000.00
<b>Blacktop Repairs</b>	501		OUTAGAMIE COUNTY PORTION	I=Incr	40,000.00
	507		TRANSFER FROM GEN FUND	I=Incr	40,000.00
	204		PLANNING DESIGN ENGINEERING	I=Incr	80,000.00
					80,000.00

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

**UWO-Fox Cities Campus is requesting \$80,000 Blacktop Repairs to main entrance and adjoining parking lot in the 2022-2026 Capital Improvement Plan.**

ENTRY NUMBER

117-102022

**RESOLUTION:** Approval of a Capital Improvements Project and a Budget Transfer in the Amount of \$43,000.00 for the UWO- Fox Cities Engineering and North Parking Lots Maintenance Work

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

**WHEREAS**, the parking lot of the Engineering Building and the two North parking lots on the UWO- Fox Cities campus needs to be crack filled, seal coated and re-striped; and

**WHEREAS**, maintenance is required to avoid more extensive repair or replacement.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes a capital improvements project and a budget transfer of \$43,000.00 for the maintenance of the Engineering and two North Parking lots on the UWO- Fox Cities campus.

**Fiscal Note:** \$43,000 in expense would be authorized, of which amount \$21,500 will be reimbursed by Outagamie County, and the remaining \$21,500 of which would be funded with a transfer from the undesignated general fund balance, and will either reduce the general fund balance or will be replaced with proceeds from a subsequent bond issue

Respectfully submitted by:

**FACILITIES AND PROPERTY COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

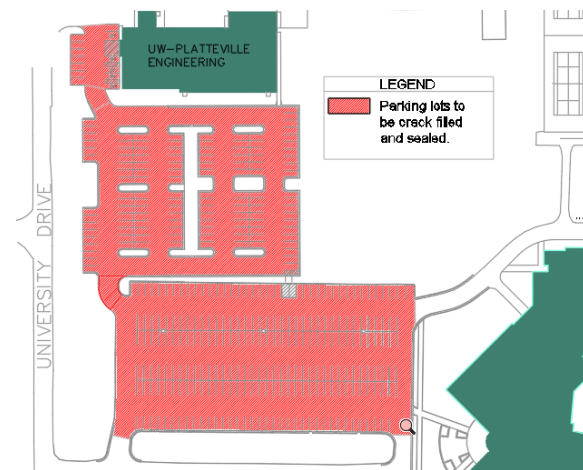
DATE: August 8, 2022

FROM: Martin Rudd and JoAnn Rife

RE: Transfer of Funds for UWO Fox Cities – Engineering & North Parking lots maintenance

## **General Description:**

The UWO-Fox Cities campus is needing to crack fill, seal coat, and re-stripe the area indicated in red. This includes the parking area in front of the UW-Platteville Engineering Building and the two North parking lots of the campus. The parking lots indicated in red are in need of maintenance.



## **Action Requested:**

The requested action is for a motion and vote to approve the transfer of the budgeted funds of \$43,000 for the UWO-Fox Cities Engineering and 2 North Parking lot maintenance work. With this property being split funded, ½ the total is Winnebago Counties responsibility.

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property  
Action taken: \_\_\_\_\_

Meeting date: August 24, 2022  
Vote: \_\_\_\_\_

Committee of Jurisdiction: Personnel & Finance  
Action taken: \_\_\_\_\_

Meeting date: September 1, 2022  
Vote: \_\_\_\_\_

Committee of Jurisdiction: County Board  
Action taken: \_\_\_\_\_

Meeting date: September 20, 2022  
Vote: \_\_\_\_\_

**Background:**

This project was identified in the capital project planning process to be scheduled for maintenance in the year 2022. During the 2021 Trustees safety walk, it was noted that this parking lot has not been maintained since installed therefore it was recommended to move this project forward in attempt to avoid more extensive repair and or replacement. Extending the life of the existing pavement is a cost savings to the counties. The pavement is still able to be crack filled, sealed, and re-stripped. If the proposed work is not performed, more extensive repair will come into play. We have reached out to both counties for a price on this work. Neither county provides this service.

**Policy Discussion:****Attachments:**

Draft resolution will be attached.....

## DEPARTMENT NAME

Sep-22

DEPARTMENT NAME		Date	Date
Morri O Ridd		10/10/22	
Department - Requesting - Signature		Approval - County Executive	
Committee of Jurisdiction - Signature		Approval - Personnel & Finance	10/10/22
Committee Vote:		Committee Vote:	4-0
Reviewed by Finance Dept.:	10-10-22	Approved - Information Systems Committee	
Approved - Facilities & Prop Mgmt Committee		Committee Vote:	
Committee Vote:			

**ACCOUNT NUMBER**

					Amount (Whole dollars only)
Project	Phase	Task	Budget Transfer Description	I=Incr D=Decr	
<b>Advance from General Fund</b>	1039	59501	CP 4326 Engineering & North Parking lots	I=Incr	43,000.00
<b>Engineering and 2 North Parking lot maintenance work</b>	501		OUTAGAMIE COUNTY PORTION	I=Incr	21,500.00
	507		TRANSFER FROM GEN FUND	I=Incr	21,500.00
	204		PLANNING DESIGN ENGINEERING	I=Incr	43,000.00
					43,000.00

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

**UWO-Fox Cities Campus is requesting \$43,000 Pavement Repairs in the 2022-2026 Capital Improvement Plan.**

ENTRY NUMBER



118-102022

**RESOLUTION: Authorize Transfer of Jurisdiction and Maintenance of One Segment of County Highway to the Town of Clayton, and accepting One Segment of Town Road to Winnebago County**

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

**WHEREAS**, the Winnebago County Highway Department has determined that the public interest is best served by transferring jurisdiction and maintenance of a portion of CTH "T" from Pioneer Road to County Highway "II" for a distance of 5,122 linear feet and accepting the transfer of jurisdiction and maintenance of a portion of Pioneer Road from County Road "II" to County Road "T" for a distance of 4,171 linear feet from the Town of Clayton; and

**WHEREAS**, the Town of Clayton must also pass a resolution accepting jurisdiction of the aforementioned roadway segments; and

**WHEREAS**, the Wisconsin Department of Transportation must record the jurisdictional transfers in the state records; and

**WHEREAS**, §83.025, Wisconsin Statutes, allows changes to be made in the county trunk system; and

**WHEREAS**, §83.025, Wisconsin Statute enables Winnebago County and the Town of Clayton to enter into a jurisdictional transfer agreement, thereby facilitating the changes in the highway and town system.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it approves the removal and acceptance from the County highway system and Town road system of the roadway segments described as follows:

Removal of an existing segment of County Highway "T" beginning at County Highway "II" to E. Grandview Road for a total distance of 5,122 linear feet.

Acceptance of an existing segment of Pioneer Road beginning at County Highway "II" to County Road "T" for a distance of 4,171 linear feet.

**BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the jurisdiction and maintenance responsibility of an existing segment of County Highway "T" beginning at County Highway "II" to E. Grandview Road be transferred to the Town of Clayton pursuant to this Resolution and shall become effective upon the passage of a Resolution by the Town of Clayton accepting jurisdiction and maintenance.

**Fiscal Note:** *No immediate impact. The resolution will reduce the highways for which the County has maintenance responsibility by a net 951 feet.*

Respectfully submitted by:

**HIGHWAY COMMITTEE**

Committee Vote: **5-0**

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

43 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jonathan D. Doemel  
Winnebago County Executive



## **Winnebago County**

*The Wave of the Future*

DATE: September 20, 2022

TO: Members of the Winnebago County Board

FROM: County Executive Jon Doemel and Corporation Counsel Mary Anne Mueller

RE: Jurisdictional Transfer of a portion of County Road T to the Town of Clayton and acceptance of a Jurisdictional Transfer of a portion of Pioneer Road from the Town of Clayton

### **Background:**

Wisconsin State Statute 83.025, enables Winnebago County and the Town of Clayton to enter into an agreement transferring jurisdiction and maintenance of County and/or Town Roads. In 2018 when this project design was approved and the consultant was chosen, the jurisdictional transfer was initially agreed to make part of this project. In July of 2019 Winnebago County Highway Department and the Town of Clayton signed an agreement which stipulates the terms and conditions of this jurisdictional transfer and construction cost share.

### **Policy Discussion:**

Over the years similar jurisdictional transfer agreements have been entered between the Winnebago County Highway Department and other local municipalities within Winnebago County in similar fashion. The transfer of Pioneer Road to be the new County Road T is now safer to travel because the project eliminated numerous hills and widened the roadway to accommodate future County Road traffic. In the past the majority of traffic traveling north on County Road T was continuing north on Pioneer Road to access County Road II, which left County Road T with less traffic. Along with the reconstruction of Pioneer Road Winnebago County was able to cut the hill on County Road II which has improved safety at the intersection of Pioneer Road and County Road II. This jurisdictional transfer will be very similar in linear footage and will not impact out annual General Transportation Aid (GTA).

### **Requested Action:**

We ask that the County Board to support the jurisdictional transfer vacating County Highway "T" from County Highway "II" to E. Grandview Road for a total distance of 5,122 linear feet, and accepting the jurisdictional transfer of Pioneer Road from County Highway "II" to County Highway "T" for a total distance of 4,171 linear feet.

### **Committee Action:**

*The Highway Committee discussed and supported through consensus this requested action at their September 26, 2022 meeting.*

*On October 6, 2022 the personnel and finance committee with a motion from Supervisor and a second from Supervisor unanimously passed the requested action.*

### **Attachments:**

JON DOEMEL  
COUNTY EXECUTIVE



## **Winnebago County**

*The Wave of the Future*

*\*Signed agreement between the Winnebago County Highway Department and the Town of Clayton.*

*\*Maps of requested County Highway and Town Road.*

**AGREEMENT BETWEEN THE WINNEBAGO COUNTY HIGHWAY DEPARTMENT  
AND  
THE TOWN OF CLAYTON  
FOR  
DESIGN ENGINEERING, RIGHT OF WAY ACQUISITION, and CONSTRUCTION**

The following sets forth the terms of an agreement made by the Winnebago County Highway Department and the Town of Clayton. The purpose of the Agreement is to define the terms and conditions under which design engineering, right of way acquisition, and construction activities will be cost shared in order to facilitate the jurisdictional transfer of County Highway "T" from Pioneer Road to County Highway "II" to the Town of Clayton and Pioneer Road from County Highway "T" to County Highway "II" to Winnebago County. Cost sharing will be listed in terms of a percentage of responsibility for purposes of this agreement.

Winnebago County intends to facilitate and manage both projects and to facilitate the construction of both projects, all costs will be separated by the percentages listed below. The Town of Clayton shall make all decisions related to the scope of the County Highway "T" (Pioneer Road to CTH "II") project other than pulverizing and paving and Winnebago County shall make all decisions related to the project scope of the Pioneer Road (County Highway "T" to County Highway "II") project. Prior to the expenditure of funds both the Town of Clayton and Winnebago County agree to take action regarding resolutions authorizing the transfer of jurisdiction. Failure to pass a resolution transferring jurisdiction by either party will make this agreement null and void.

This agreement shall be construed according to the laws of the State of Wisconsin.

The provisions of this agreement are intended to be enforceable between the parties and the parties respective successors and assigns.

Winnebago County and the Town do hereby agree as follows:

**County Highway "T" ( Pioneer Road to County Highway "II")**

**Town of Clayton Participation:**

1. 50% all costs to pulverize the existing asphalt roadway.
2. 50% all costs to install 3 inches of hot mix asphalt pavement.
3. 100% all costs associated with design engineering if applicable.
4. 100% all costs associated with sidewalk and curb and gutter if applicable.
5. 100% all costs associated with storm sewer if applicable.
6. 100% all costs associated with right of way acquisition if applicable.
7. 100% all costs associated with bicycle and pedestrian accommodations if applicable.
8. 100% all costs associated with earthwork related items if applicable.
9. 100% all costs associated with utility relocations or adjustments if applicable.

July 30, 2019

Winnebago County Participation:

1. 50% all costs to pulverize the existing asphalt roadway.
2. 50% all costs to install 3 inches of hot mix asphalt pavement.
3. 100% all costs to inspect the concrete box culvert.
  - a. 100% all costs to replace the box culvert if found to have a life expectancy less than 10 years beyond the execution of the agreement.
  - b. 100% all costs to scrape and repaint railings one time.

Pioneer Road (County Highway "T" to County Highway "H")

Town of Clayton Participation:

1. 0% all costs associated with design engineering.
2. 0% all costs associated with right of way acquisition.
3. 0% all costs associated with construction.

Winnebago County Participation:

1. 100% all costs associated with design engineering.
2. 100% all costs associated with right of way acquisition.
3. 100% all costs associated with construction.

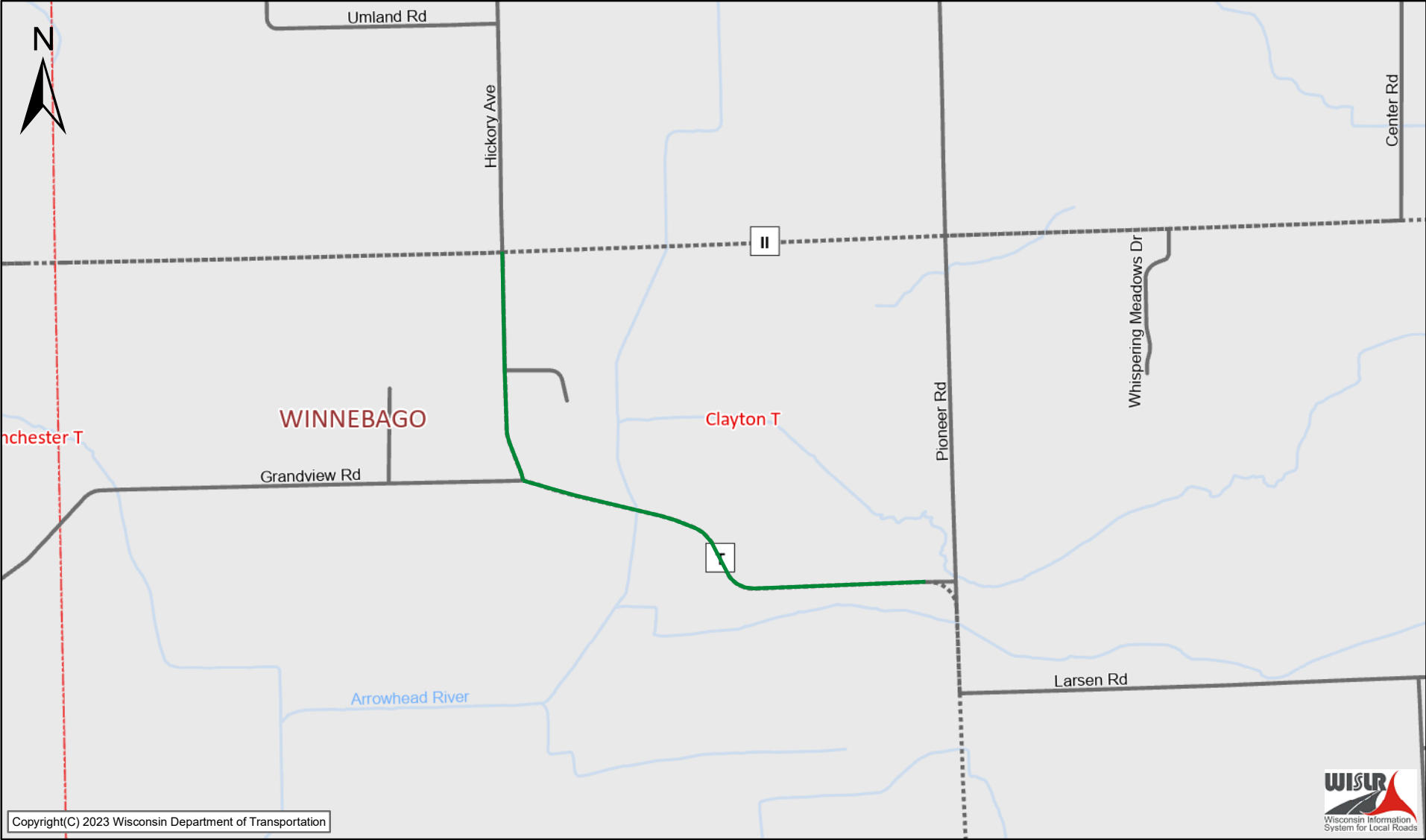
Signed on behalf of the Town of Clayton:

 Date: 08/21/2019

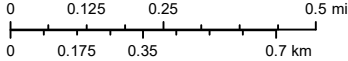
Signed on behalf of Winnebago County:

 Date: 9/19/19

# WISLR Map



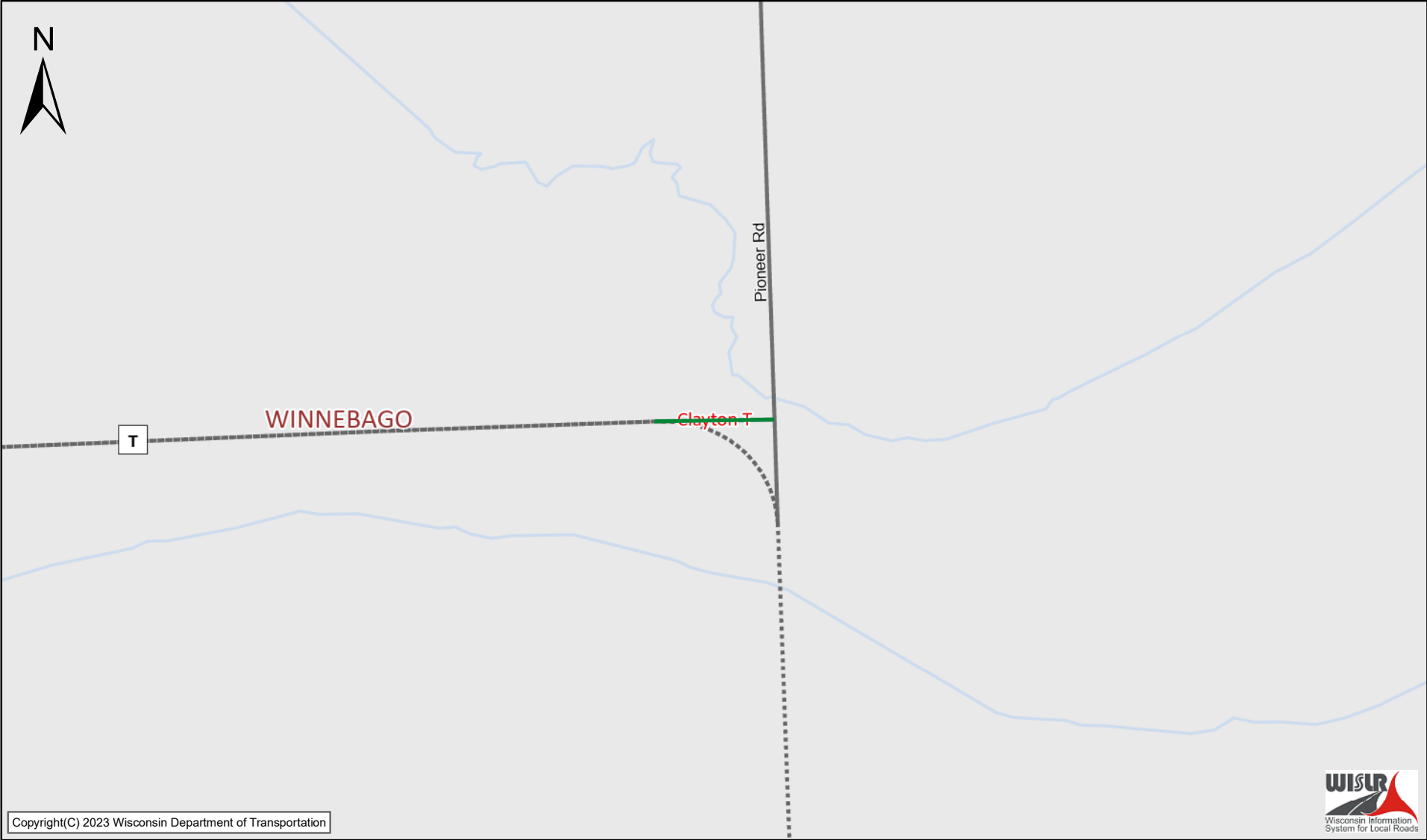
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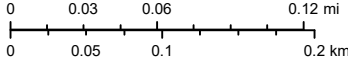
wislr-fl2		County Roads		Local Roads		Cities/Villages/Towns	
2 Traffic Lanes	USH Highway	Connector	County Trunk Hwy	Municipal/Local Roads	Ineligible Roads	City	
Railroads	USH Connecting Highway	Frontage Road	County Forest Roads	Rivers		Village	
State Trunk Network		Wayside	Other County Roads	Lakes		Town	
Interstate Highway	STH Connecting Highways	Rest Area				Counties	
	On-Off Ramp	Weigh Station					



# WISLR Map

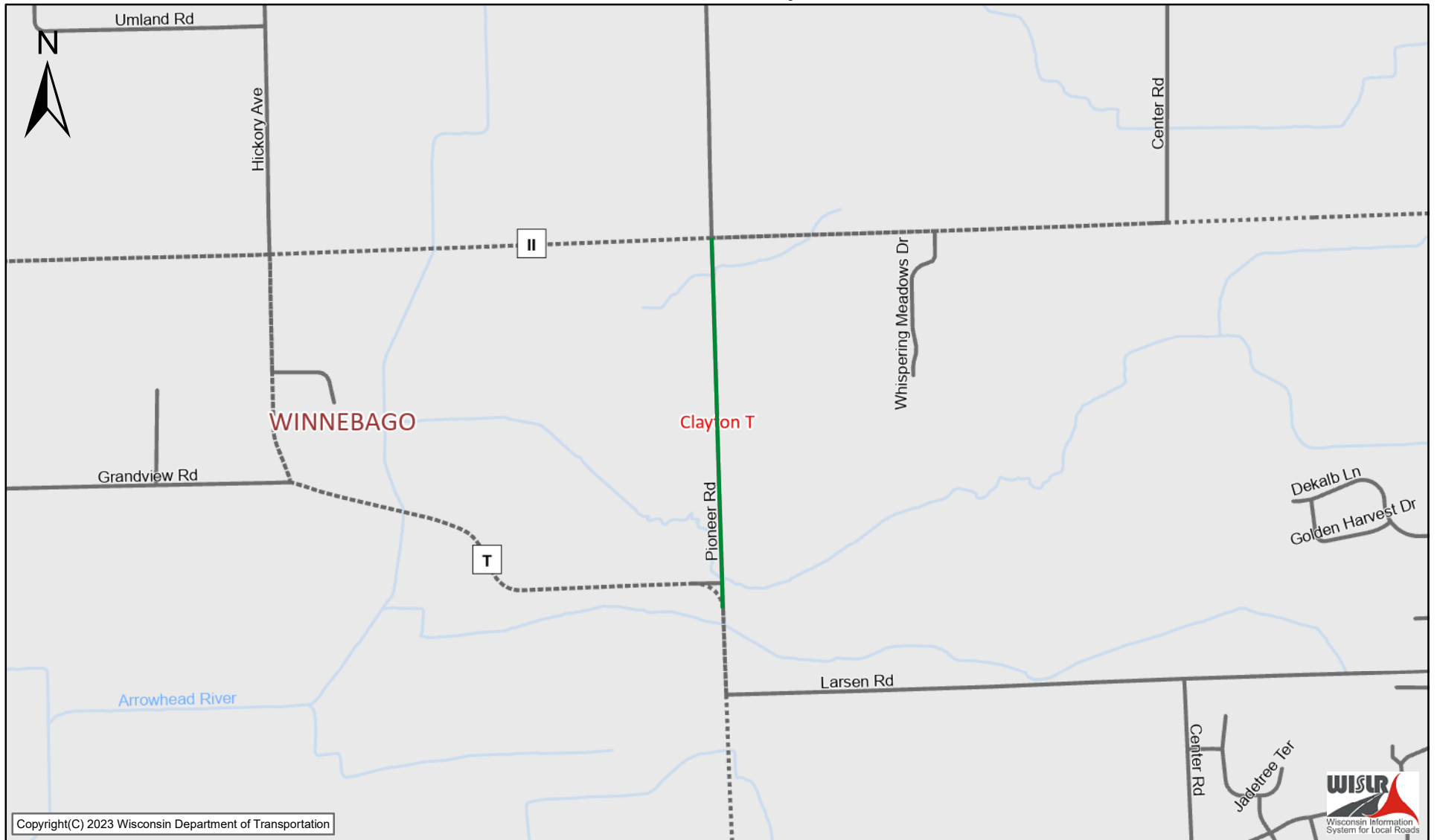


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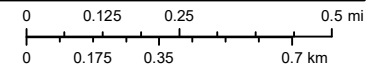


wislr-fl1		County Roads		Local Roads		Cities/Villages/Towns	
2 Traffic Lanes	USH Highway	Connector	County Trunk Hwy	Municipal/Local Roads	Ineligible Roads	City	
Railroads	USH Connecting Highway	Frontage Road	County Forest Roads	Rivers		Village	
State Trunk Network		Wayside	Other County Roads	Lakes		Town	
Interstate Highway	STH Connecting Highways	Rest Area				Counties	
	On-Off Ramp	Weigh Station					

# WISLR Map



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## wislr-fl1

2 Traffic Lanes

Railroads

## State Trunk Network

Interstate Highway

USH Highway

USH Connecting Highway

State Trunk Highways

STH Connecting Highways

On-Off Ramp

Connector

Frontage Road

Wayside

Rest Area

Weigh Station

## County Roads

County Trunk Hwy

County Forest Roads

Other County Roads

## Local Roads

Municipal/Local Roads

Ineligible Roads

Rivers

Lakes

## Cities/Villages/Towns

City

Village

Town

Counties

119-102022

**RESOLUTION:** Authorize the Winnebago County Parks Department to Submit a Letter of Intent to the Wisconsin Department of Transportation to Acquire a Wisconsin Department of Transportation Parcel Located Adjacent to the WIOUWASH TRAIL

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

**WHEREAS**, Winnebago County Parks Department was approached by the Town of Oshkosh in 2021 in regards to parking and access issues for Lake Butte des Morts; and

**WHEREAS**, Lake Butte des Morts and the WIOUWASH Trail are utilized by both residents across Winnebago County and non-residents alike; and

**WHEREAS**, the Winnebago County Parks Department proposes acquiring a remnant parcel from the Wisconsin Department of Transportation along Lake Buttes des Morts drive for the purpose of constructing a parking lot to provide greater access to the WIOUWASH Trail and Lake Butte des Morts.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to submit a letter of intent to the Wisconsin Department of Transportation to acquire the parcel located adjacent to the WIOUWASH Trail within the Town of Oshkosh for the purpose of constructing a parking lot to provide greater access to the WIOUWASH trail and Lake Butte des Morts.

**Fiscal Note:** *No immediate fiscal impact. If an agreement is reached, specifying a sale price, it will be submitted to the Board for approval at a later time.*

Respectfully submitted by:

**PARKS & RECREATION COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **4-0**

Vote Required for Passage: **MAJORITY**

Approved by the Winnebago County Executive this \_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: September 26, 2022  
FROM: Parks and Expo Director  
RE: Notice of Intent to Acquire a WI DOT Parcel Located Adjacent to the WIOUWASH TRAIL.

**General Description:** The Parks Department is interested in acquiring a WI DOT owned parcel adjacent to the WIOUWASH trail within the Town of Oshkosh.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee submits the intent to purchase to the WI DOT.

**Procedural Steps:**

Parks and Recreation Committee	Meeting date: 9/26/22
Action taken: APPROVED	Vote: 5-0
Personnel and Finance Committee	Meeting Date: 10/6/22
Action Taken: APPROVED	Vote: 4-0
County Board	Meeting Date: 10/18/22
Action Taken	Vote:

**Background:**

In 2021, the Town of Oshkosh attended a Parks and Recreation Committee meeting. They informed the Parks and Recreation Committee that they were having issues with fishermen parking their trucks and trailers on Edgewood Lane in order to access Lake Butte des Morts within the Town of Oshkosh. The Town of Oshkosh requested that the Winnebago County Parks Department consider acquiring a parcel by Westwind Road in order to construct a parking lot to allow for more access to Lake Butte des Morts.

**Justification:**

The Winnebago County Parks Department has many users that utilize the WIOUWASH Trail on a yearly basis. The WIOUWASH Trail accommodates walkers, runners, bikers, horseback riders, and snowmobiles throughout the year. The most popular trail head is the Westwind Road Trail head. This trail head can only accommodate roughly 6-8 cars. It can only fit 6 trucks with trailers during the snowmobile season. By building a parking lot on this parcel it will also allow more users to access Lake Butte des Morts to fish, view wild life, and launch a kayak or small boat that can be carried in by hand or cart. The Parks Department wishes to work with the Town of Oshkosh to acquire this property, create a link to the WIOUWASH Trail and construct a gravel parking lot.

This letter of intent does not have a price for the parcel. The WI DOT would determine the price in the future.

**Attachments:**

- WI DOT Notice of Intent to Purchase Letter with Site Maps
- Resolution to Approve the letter with an intent to purchase the WI DOT parcel located within the Town of Oshkosh.



Division of Transportation  
System Development  
Northeast Regional Office  
944 Vanderperren Way  
Green Bay, WI 54304

Governor Tony Evers  
Secretary Craig Thompson  
[wisconsindot.gov](http://wisconsindot.gov)

Telephone: (920)492-5643  
Facsimile (FAX): (920)492-5640  
E-mail: [ner.dtsd@dot.wi.gov](mailto:ner.dtsd@dot.wi.gov)

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September 16, 2022

Winnebago County Board Chair  
Tom Egan  
3017 State Rd 116  
Omro, WI 54963

PROJECT I.D. 6200-05-24  
STH 110  
Winnebago County

The Wisconsin Department of Transportation owns a parcel of surplus land in your jurisdiction that we are planning to dispose of. In accordance with Wisconsin Statute 84.09(5)(c) we contact the local municipalities and the Wisconsin Department of Natural Resources prior to advertising the property for public sale. The location of the property is highlighted on the enclosed map.

Please sign below and return this letter in the enclosed envelope indicating whether or not you are interested in purchasing the property by November 16, 2022. Lack of a response within the required timeframe will constitute your non-interest.

If you have any questions concerning this matter, you may contact me at (920) 492-5651.

Thank you for your cooperation.

Sincerely,

A handwritten signature in cursive script that reads "Kim Lesperance".

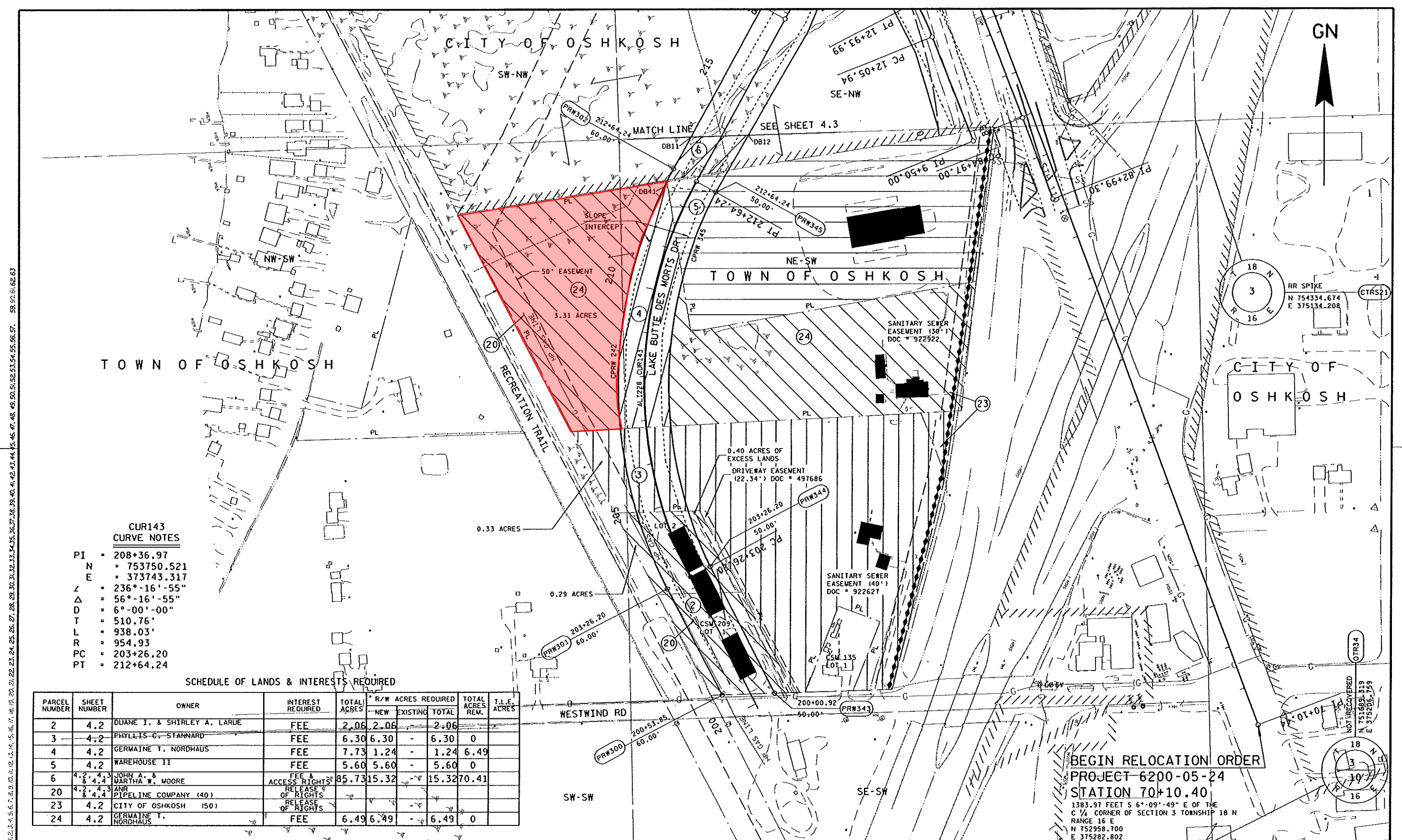
Kim Lesperance  
Real Estate Specialist – Consultant  
Northeast Region  
[Kim.lesperance@dot.wi.gov](mailto:Kim.lesperance@dot.wi.gov)  
920-492-5651

I, \_\_\_\_\_ ***do not*** wish to purchase the subject property from the Wisconsin Department of Transportation.

I, \_\_\_\_\_ wish to purchase the subject property from the Wisconsin Department of Transportation.

Cc: Dr. Bryan Davis, Superintendent Oshkosh Area School District  
Jon Doemel, Winnebago County Executive  
Jim Erdman, Oshkosh Town Board Chair  
Renee Kerska, Real Estate Specialist for the Dept. of Natural Resources

LEVELS ON - 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63



**CUR143  
CURVE NOTES**

PI = 208+36.97  
N = 753750.521  
E = 373743.317  
L = 236°-16'-55"  
Δ = 56°-16'-55"  
D = 6°-00'-00"  
T = 510.76'  
L = 938.03'  
R = 954.93  
PC = 203+26.20  
PT = 212+64.24

**SCHEDULE OF LANDS & INTERESTS REQUIRED**

PARCEL NUMBER	SHEET NUMBER	OWNER	INTEREST REQUIRED	TOTAL ACRES	R/W ACRES REQUIRED			TOTAL ACRES REM.	T.I.E. ACRES
					NEW	EXISTING	TOTAL		
2	4.2	DUANE I. & SHIRLEY A. LARUE	FEE	2.06	2.06	-	2.06	0	
3	4.2	PHYLLIS G. STANNARD	FEE	6.30	6.30	-	6.30	0	
4	4.2	GERMAINE T. NORDHAUS	FEE	7.73	1.24	-	1.24	6.49	
5	4.2	WAREHOUSE II	FEE	5.60	5.60	-	5.60	0	
6	4.2, 4.3	JOHN A. & MARTHA W. MOORE	FEE & ACCESS RIGHTS	85.73	15.32	-	15.32	70.41	
20	4.2, 4.3	ANR PIPELINE COMPANY (40)	RELEASE OF RIGHTS						
23	4.2	CITY OF OSHKOSH (50)	RELEASE OF RIGHTS						
24	4.2	GERMAINE T. NORDHAUS	FEE	6.49	6.49	-	6.49	0	

**BEGIN RELOCATION ORDER**  
**PROJECT 6200-05-24**  
**STATION 70+10.40**  
1383.97 FEET S 6°-09'-49" E OF THE  
C 1/4 CORNER OF SECTION 3 TOWNSHIP 18 N  
RANGE 16 E  
N 752958.700  
E 375282.802





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LAKE BUTTE DES MORTS DR

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City of Oshkosh  
Town of Oshkosh

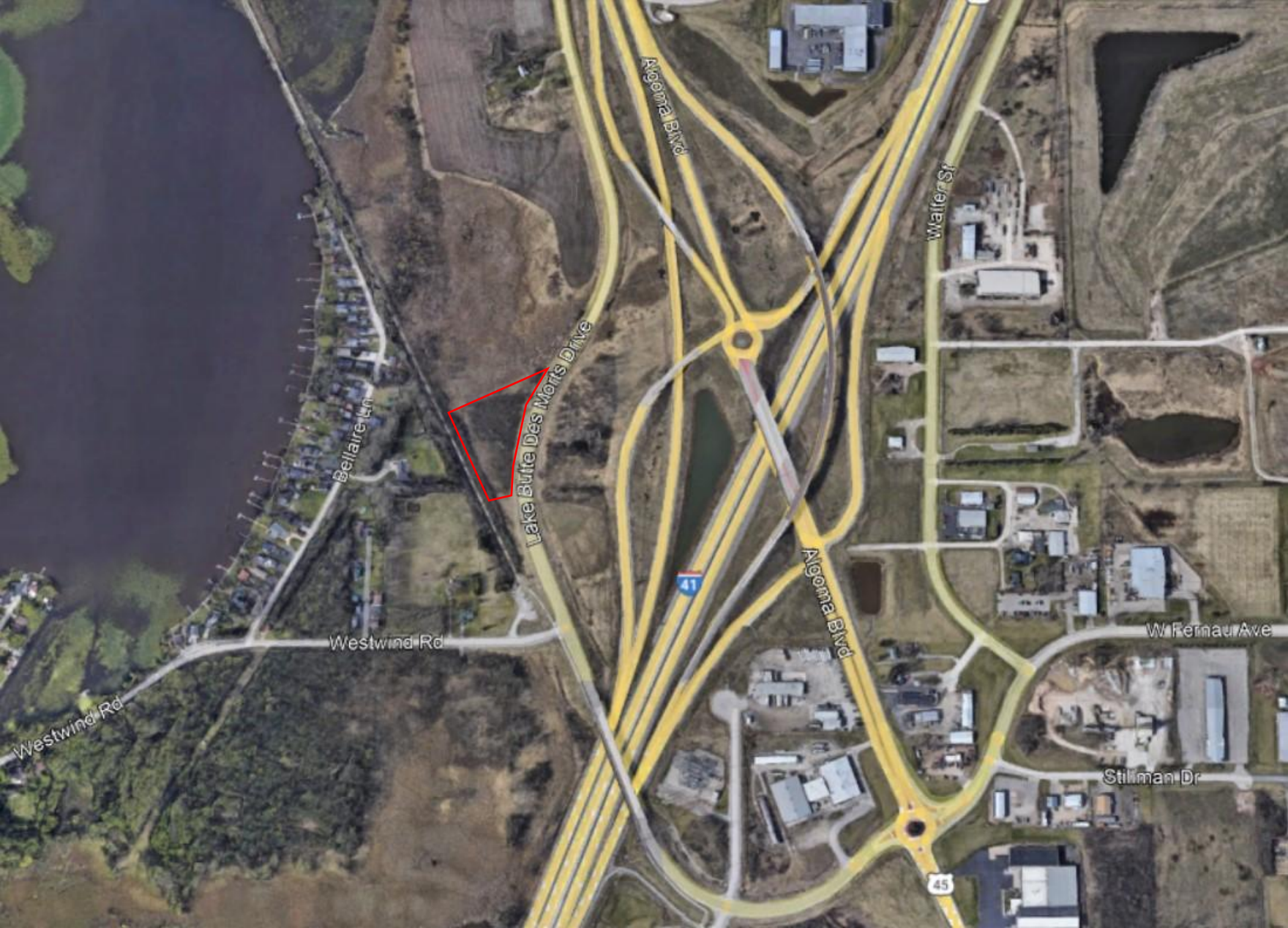
SB US HWY 45  
NB US HWY 45

SB INTERSTATE 41  
NB INTERSTATE 41

RD

0180100





Algoma Blvd

Walter St

Bellaire Ln

Lake Butte Des Morts Drive

41

Algoma Blvd

Westwind Rd

W Fernau Ave

Stillman Dr

45

Westwind Rd

120-102022

**RESOLUTION: Authorize 5 Year Renewal Agreement between the Winnebagoland BMX Inc. and Winnebago County**

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

**WHEREAS**, Winnebago County has been approached by Winnebagoland BMX Inc. to enter into a five (5) year facility use agreement for property located on the exposition center grounds and recognized as the BMX track and clubhouse; and

**WHEREAS**, for more than thirty-seven (37) years Winnebagoland BMX has been a tenant in good standing with the County and over time has managed to greatly improve the quality and value of the facilities it occupies while drawing very little material or financial support from the County; and

**WHEREAS**, Winnebagoland BMX performs a tremendous service to the community by providing quality BMX biking opportunities to the youth of Winnebago County; and

**WHEREAS**, Winnebagoland BMX plays a significant role in attracting visitors to the area through an ambitious schedule of BMX competitions and events that draw interest from parties across the state and throughout the upper mid-west; and

**WHEREAS**, it is in the best interest of Winnebago County to help accommodate the long-range scheduling of said events by allowing Winnebagoland BMX to secure essential programming agreements well ahead of time with the various state, regional, and national sanctioning bodies.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to enter into a five (5) year use agreement with Winnebagoland BMX so that the organization may continue to promote the wide ranging physical and social benefits made available to area youth through BMX program activities.

**Fiscal Note:** *No fiscal impact. No rent is charged for this recreational activity. Winnebagoland BMX pays utilities used in the BMX track and clubhouse.*

Respectfully submitted by:

**PARKS & RECREATION COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: September 26, 2022  
FROM: Parks and Expo Director  
RE: 5 Year Contract with the Winnebagoland BMX Inc.

**General Description:** The Parks Department is interested in entering into a new 5-year contract with Winnebagoland BMX Inc.

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee approves the 5-year contract between the Winnebago County Parks Department and the Winnebagoland BMX Inc.

**Procedural Steps:**

Parks and Recreation Committee	Meeting date: 9/26/22
Action taken: APPROVED	Vote: 5-0
Personnel and Finance Committee	Meeting Date: 10/6/22
Action Taken APPROVED	Vote: 4-0
County Board	Meeting Date: 10/18/22
Action Taken	Vote:

**Background:**

The Winnebago County Parks Department has had a contract with the Winnebagoland BMX for over 37 years. The Winnebagoland BMX operates and maintains the BMX track located on the Sunnyview Exposition Center grounds. The club performs all of the maintenance to the track and the club house. The County is responsible for providing utilities to the club house.

**Justification:**

The Winnebagoland BMX provides a unique activity to the residents of Winnebago County. This club provides programming opportunities to kids of all abilities. The cost to Winnebago County is minimal with minimal maintenance needed. The track located at the Sunnyview Expo Center is one of the best tracks in the state. The Winnebagoland BMX hosts the state championship at their track. This brings in visitors and guests from all around the state.

**Attachments:**

- 2022 – 2026 Agreement between Winnebagoland BMX Inc. and Winnebago County.
- Resolution to Approve the contract between Winnebagoland BMX Inc. and Winnebago County.

**SUNNYVIEW EXPOSITION CENTER  
RENTAL AGREEMENT**

**CONTRACT NO. EC111622M**

RENTAL AGREEMENT by and between **WinnebagoLand BMX, Inc. c/o Rick Von Holzen, 4684 Ulman Street, Oshkosh, WI 54904; (920) 379-1833** (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54901 (hereinafter referred to as "**LESSOR**"). **LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained, agree as follows:

1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **WinnebagoLand BMX Clubhouse and Track Area (see attached map).** (hereinafter referred to as the "**PREMISES**").
2. **TERM.** The term of this Rental Agreement shall be **five years** and shall commence on **November 16, 2022 at 7 A.M. and shall terminate on November 16, 2027 at 11 P.M. No events will be allowed to take place during set-up days, event days or take-down days of the annual Lifest Music Festival or the annual Winnebago County Fair.**
3. **RENTAL FEES.** The rental fee for the **PREMISES** shall be as follows: **no charge.**
4. **PARKING, CLEAN UP, TRAFFIC & TOILET FACILITIES.**
  - A. **LESSEE** shall have the right to use the parking facilities located within the **PREMISES (see Section 1 and attached map).**
  - B. **LESSEE** shall restrict vehicles from parking along the shoulder on either side of the Annex main service road.
  - C. **LESSEE** shall furnish a clean-up crew so that the **PREMISES** is free and clear of any and all debris whatsoever at the termination of each race day.
  - D. **LESSEE** shall provide pumping of the sewage holding tank by a licensed pumper. All charges due for pumping of sewage shall be paid for by **LESSEE.**
  - E. During the term of this Rental Agreement, **LESSEE** shall have access to the **PREMISES**

throughout the calendar year for purposes of set up, clean up, and maintenance activities related to this Rental Agreement.

F. **LESSEE** shall have permission to store and maintain motorized and non-motorized equipment within the **PREMISES**. However, said equipment shall be directly related to the care and upkeep of the **PREMISES** and in working order. **LESSEE** shall have permission to store a maximum of five pieces of motorized or non-motorized equipment within the boundaries of the **PREMISES** during the months of April through November and three pieces of such equipment during the months of December through March for each calendar year. All other equipment and materials are to be stored inside the building when not in use (**see attached map**). At **LESSOR'S** request, **LESSEE** may be required to relocate said equipment to a specified site in order to facilitate other activities to be held on the **PREMISES**. **LESSEE** shall be obligated to expedite such requests at the sole expense of the **LESSEE**.

5. **EXCLUSIVE USE OF TRACK.** **LESSEE** shall have exclusive use of the BMX track for BMX races and other **LESSEE** related activities. No other party shall be permitted to conduct any track activity that lies outside the purview of **LESSEE** unless prior approval of such activities has been granted by both **LESSEE** and **LESSOR** through mutual agreement reached a minimum of 30 days prior to said activity. The **LESSOR** shall be responsible for producing a written record, co-signed by **LESSEE** and **LESSOR** which shall serve to validate the aforementioned mutual agreement. **LESSEE** shall use the **PREMISES** for the purpose of **conducting BMX races and activities related to LESSEE'S programming.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, ADA requirements, and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances (**see Exhibits B and C**). In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the

52           **PREMISES.**

53           6. **MAINTENANCE & OPERATION.** During the term of this agreement:

- 54           A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
- 55           the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure,
- 56           nor in any way deface the **PREMISES** or cause or permit the same to be done, and shall
- 57           not drive or permit others to drive nails, hooks, tacks or screws into any part of any
- 58           building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of
- 59           any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations
- 60           of any kind to the **PREMISES** without the prior written consent of **LESSOR**.
- 61           B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES**
- 62           or bring or keep anything therein or thereupon which shall in any way conflict with the
- 63           conditions of any insurance policy upon the building or any part thereof or in any way
- 64           increase any rate of insurance upon the buildings and/or grounds or on property kept
- 65           therein.
- 66           C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine
- 67           or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene,
- 68           naphtha or gasoline for either mechanical or other purposes, or any agent other than gas
- 69           or electricity for illuminating the **PREMISES**.
- 70           D. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
- 71           showbills, lithographs, posters or cards of any description inside or in front of or on any
- 72           part of the buildings, except upon the regular billboards provided by the **LESSOR**
- 73           therefore, and then only such as relates to the performance or exhibition to be given on
- 74           the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements,
- 75           showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S**
- 76           Manager.
- 77           E. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
- 78           freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this

79 respect shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the  
80 passageway and shall keep passageways clear at all times. No portion of the sidewalks,  
81 entries, passages, vestibules, halls and stairways or access to public utilities or said  
82 buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to  
83 and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire  
84 Department regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be  
85 responsible for obtaining knowledge of said regulations. Doors, skylights, stairways or  
86 openings that reflect or admit light into any place in the buildings, and house lighting  
87 attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other  
88 water apparatus shall not be used for any other purpose other than that for which they  
89 were constructed, and no sweepings, rubbish, rags, papers or other substances shall be  
90 thrown therein. Any damage resulting to them from misuse of any nature or character  
91 whatever shall be paid for by the **LESSEE**.

92 F. Smoking is not allowed within any building within the boundaries of the exposition center.

93 G. **LESSEE** shall announce the location of fire exits 10 minutes before the start of each  
94 program whenever feasible. See attached Winnebago County Parks Exposition Center Fire  
95 Safety Plan and Fire Evacuation Plan.

96 H. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has  
97 entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable  
98 to music performed on the **PREMISES** and covering the **EVENT** hereunder.

99 I. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the  
100 **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger  
101 flight attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon  
102 passenger flights or from using aircraft for demonstration, display or transport purposes.

103 J. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in  
104 the same condition as at the commencement of the term, ordinary wear and tear  
105 excepted.



106 7. **LESSOR OBLIGATIONS.** LESSOR agrees as follows:

107 A. **Exterior Facility Maintenance**

- 108 i. To maintain the road and parking lot areas.
- 109 ii. To maintain the fence structures surrounding the area.

110 B. **Clubhouse Electrical Maintenance**

- 111 i. To maintain and modify the mainline electrical circuitry entering the Clubhouse
- 112 building up to and including all fuse box, relay, and breaker receptacles.

113 C. **Clubhouse Plumbing Maintenance**

- 114 i. To maintain and modify only those water and sanitary sewer facilities located on
- 115 the sublevel of the Clubhouse building and to be the only party involved in the
- 116 seasonal start-up and shutdown of the building water systems.

117 D. **Maintenance of Lawn**

- 118 i. Maintain the lawn areas surrounding the **PREMISES**.

119 E. **Picnic Tables and Bleachers**

- 120 i. Provide two picnic tables for use in the spectator area and one ADA compliant set
- 121 of portable bleachers.

122 8. **CONCESSIONS.**

- 123 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
- 124 term of this agreement: **soda, water, snacks, hot and cold sandwiches and similar items.**

125 **No other articles, other than those listed herein, shall be sold by LESSEE** without the

126 expressed written consent of the **LESSOR. Alcoholic beverages will not be allowed.**

127 **LESSEE** shall secure all necessary permits required for the sale of the aforementioned

128 concessions from the City of Oshkosh/Winnebago County and provide proof of such

129 permits to the **LESSOR.**

- 130 B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the
- 131 **PREMISES** unless permission to do so has been granted by the **LESSOR.** Said machines are
- 132 under the control of **LESSOR** and shall not be tampered with.

C. All vendors shall be required to dispose of used grease, gray water and black water in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health Department.

D. **LESSEE** shall provide or have concessionaire provide public liability insurance, including products liability, in minimum amounts of \$300,000/\$500,000 and \$50,000 property damage, and workers' compensation insurance as required by Wisconsin Law. Certificates of insurance coverage as herein indicated shall include a 30-day notice of cancellation to the **LESSOR**.

E. No glass containers shall be sold by concessionaire and no alcoholic or fermented malt beverages shall be sold by concessionaire.

9. **INSURANCE**. **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit A** and items A and B below, shall provide proof of such insurance **30 days** prior to any event taking place. The provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required herein.

A. **Race Participants**

i. It shall be the sole responsibility of **LESSEE** to ensure that all race participants are American Bicycle Association (ABA) members, that all bicycles are equipped in accordance with ABA standards, that all participants are wearing ABA approved equipment and that ABA rules are followed during races.

ii. No persons under the age of 18 shall use the **LESSOR'S** facility pursuant to this Agreement absent supervision by an adult representative of WINNEBAGOLAND BMX, Inc.

iii. No persons under the age of 18 shall use the **LESSOR'S** facility pursuant to this Agreement under the supervision of **LESSEE** unless the minor's parent, custodian or guardian is present or, in the alternative, the parent, custodian or guardian

provides written permission to **LESSEE** to allow the minor to participate in activities supervised by **LESSEE** at the **LESSOR'S** facility.

- iv. **LESSEE** agrees to include the **LESSOR** on any waiver and release form signed by participants active in any **LESSEE** practices, special events or tournaments.

**B. Insurance: Hold Harmless**

- i. **LESSEE** shall furnish certificates of insurance including the following minimum insurance coverages:

- a. \$1,000,000 Spectator Liability coverage, naming Winnebago County as an additional insured.
- b. \$1,000,000 24-hour Public Liability insurance naming Winnebago County as an additional insured.
- c. \$1,000,000 Rider Liability coverage for all participants.

- ii. To include in such insurance coverages a 30-day notice of cancellation in writing to the **LESSOR'S** Insurance Administrator, c/o Courthouse, Oshkosh, WI, 54901.

- iii. To release the **LESSOR** from all claims, demands and actions whatsoever which may arise from such races, and to hold the **LESSOR** harmless from any and all claims for injuries and damages which may arise from any such event.

10. **UTILITIES.** **LESSEE** shall be responsible for payment of all utility services and/or special assessments associated with Clubhouse and BMX track operations (i.e. security, electrical, storm water run-off, concessions and HVAC systems). Prior to January 30, of each calendar year of the Rental Agreement lease term, **LESSOR** shall submit an invoice to **LESSEE** indicating the cumulative amount of payment due the **LESSOR** as reimbursement for utility costs or assessments incurred over the term of this Agreement. **LESSEE** shall have 30 working days from receipt of said invoice in which to pay the **LESSOR** the full amount due.

11. **DIGGERS HOTLINE.**

- A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 -

187           **PREMISES**) if **LESSEE**, its vendors, agents, servants or employees shall be inserting into the  
188           ground tent stakes, posts, poles, or other below grade appurtenances. Failure of **LESSEE** to  
189           locate utility lines shall obligate **LESSEE** to repair or replace any damaged utility line at  
190           **LESSEE'S** sole expense and to reimburse **LESSOR** for any lost revenue or damages of any  
191           kind.

192           B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on  
193           the **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled  
194           within three working days following the final event day to **LESSOR'S** satisfaction via  
195           **LESSOR** approved method. Holes left unfilled after the aforementioned deadline will be  
196           filled by **LESSOR** at **LESSEE'S** expense.

197       12. **INDEMNIFICATION.**

198           A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or  
199           **LESSEES'** agents, servants, employees or property, from any cause, prior, during or  
200           subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible  
201           for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the  
202           property adjacent thereto and any other portion of the Sunnyview Exposition Center  
203           and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by  
204           reason of any damage to property of third persons occasioned by any act or omission,  
205           neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,  
206           guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising  
207           out of the activities conducted by **LESSEE**, its agents, members or guests (including claims  
208           of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify,  
209           hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss,  
210           demand or liability arising out of any bodily injury or property damage as described  
211           herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting  
212           solely from the negligence of the **LESSOR**.

213           B. **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a

result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

13. **MISCELLANEOUS.**

- A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and regulations of the **LESSOR** with respect to the **PREMISES**.
- B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.
- C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an agreement in writing, and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.
- D. **Applicable Law.** The parties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.
- E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement, and shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the **PREMISES**.
- F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or entitle **LESSEE** to a rebate from **LESSOR**.
- G. **Termination.**
  - i. This Agreement may be terminated by either party upon 30 days advance

241 written notice. Once written notice has been present by either party it shall be  
242 incumbent upon **LESSEE** to make arrangements with the **LESSOR** to turn over all  
243 keys related to the **PREMISES**. Further, upon notification of termination, **LESSEE**  
244 shall have 30 days in which to remove all equipment and supplies it may have  
245 stored at the **PREMISES**. Should **LESSEE** fail to remove said equipment and  
246 supplies from storage at the **PREMISES**, the **LESSOR** shall proceed in disposing of  
247 any and all items as it sees fit.

- 248 ii. Failure on the part of either **LESSEE** or **LESSOR** to perform any of the terms and  
249 covenants and conditions indicated in the Agreement shall, at the option of the  
250 other party, constitute grounds for termination of this Agreement.

251 H. **Mortgages & Subordination**. In the event that **LESSEE** encumbers the **PREMISES**, or any  
252 other property owned by **LESSOR** said encumbrance shall be cause for immediate  
253 termination of this Agreement by **LESSOR**. Further **LESSEE** agrees that in the event of  
254 such an encumbrance, it shall remove or cause to be removed, at no expense to  
255 **LESSOR**, said encumbrance and shall do so immediately. **LESSEE** further agrees that in  
256 the event such an encumbrance damages **LESSOR** in any way, **LESSEE** shall on demand  
257 reimburse **LESSOR** in full for said damages.

258 I. **Condemnation**. If at any time during the term hereof the whole of the **PREMISES**, or any  
259 part of thereof, shall be taken for any public or quasi public use, under any statute, or by  
260 right of eminent domain, then, in such event, when possession of the demised site shall  
261 have been taken thereunder by the condemning authority, the term hereby granted,  
262 and all rights of **LESSEE** hereunder, shall immediately cease and terminate.

263 J. **Quiet Enjoyment**. **LESSOR** covenants, warrants, and represents that it has full right and  
264 power to execute and perform this Agreement and to grant the **PREMISES** leased herein  
265 and that **LESSEE** upon performance of the covenants and agreements herein contained,  
266 shall peaceably and quietly have, hold and enjoy the **PREMISES** during the full term of  
267 this Agreement.

- 268 K. **WinnebagoLand Pricing Structures.** Exclusive of pricing structures set according to age  
269 variations, **LESSEE** shall be restricted from instituting within its operations, any  
270 measures which serves to differentiate between monetary amounts paid by residents of  
271 Winnebago County for any services or materials rendered (i.e. membership dues).
- 272 L. **Severability.** In the event that any provision herein contained is held to be invalid by any  
273 court of competent jurisdiction, the invalidity of any such provision shall in no way  
274 affect any other provision contained herein, provided that the validity of any such  
275 provisions does not materially prejudice either the **LESSOR** or **LESSEE** in their respective  
276 rights and obligations contained in the valid provisions of this Agreement.
- 277 M. **Easements.** **LESSOR** hereby agrees that it shall grant **LESSEE** easements necessary to  
278 supply utilities to the **PREMISES**. Determination of the origin and positioning of said  
279 easements within the **PREMISES** shall be at **LESSOR'S** sole discretion. Additionally,  
280 **LESSOR** reserves the right to access said easements at any future date for the purpose  
281 of providing improvements to the **PREMISES**. All construction costs associated with  
282 accessing utilities within said easements shall be borne by **LESSOR** however, **LESSOR**  
283 shall provide all rights of access to, as well as all rights for future use of such easements,  
284 at no charge, and with no encumbrances attached to said access or use by **LESSOR**.

285 14. **ADDITIONAL PROVISIONS.**

286 A. **Receptacles, Recycling and Pickup**

- 287 i. **LESSOR** shall provide **one, eight-yard trash receptacle and once a week pickup of**  
288 **the receptacle** **LESSOR** shall arrange for contents of receptacle to be hauled to  
289 Winnebago County Solid Waste Landfill. Fees for rental of all receptacles shall be  
290 the sole responsibility of **LESSEE**.
- 291 ii. **LESSEE** shall provide for recycling of recyclable materials produced at the  
292 **PREMISES**. **LESSEE** shall arrange for all such recyclable materials produced on the  
293 **PREMISES** to be hauled to the Winnebago County Recycling Facility.
- 294 iii. All trash and/or recycling containers shall be located at the north west corner of



295 the Clubhouse building.

296 iv. **LESSEE** shall contract exclusively with the Winnebago County vendor for all

297 receptacle and recycling container rental and hauling services.

298 B. **LESSEE** shall ensure that all gray water and black water from camping units on the

299 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black

300 water onto the **PREMISES** will result in a citation from the Winnebago County Health

301 Department to the **LESSEE**.

302 C. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper

303 receptacles placed on the **PREMISES** for this purpose. No firewood may be brought onto

304 the **PREMISES** from a distance greater than 25 miles as per WDNR. Any firewood must be

305 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of

306 the event.

307 D. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack

308 area provided on the **PREMISES** for this purpose. Washing of animals in an improper

309 location shall result in a citation from the Winnebago County Health Department or the

310 Wisconsin Department of Natural Resources to the **LESSEE**.

311 E. **Facilities Usage**

312 i. Upon 60 days written notice, **LESSEE** will accommodate requests by the **LESSOR** to

313 modify practices, races or special event activities in order to accommodate

314 Exposition facilities programming.

315 ii. At the conclusion of each day/night BMX activity, and prior to leaving the

316 Sunnyview Expo Center grounds, **LESSEE** shall be responsible for shutting off all

317 BMX related lighting systems and securing all locks, doors, windows, and gates

318 that may have been used over the course of said day/night activity.

319 F. **Construction & Maintenance of Track**

320 i. **LESSEE** shall be totally responsible for construction of the track in the Exposition

321 Annex. Should any such construction be performed by non-members of **LESSEE**

or by contractors, such non-members or contractors shall comply with the insurance requirements contained in Section 9 of this Agreement. Said track shall be located approximately 400 yards west of the Grandstand and 100 yards east of Hwy 76. Said track shall be constructed to American Bicycle Association (ABA) Standards and shall be fully sanctioned by the ABA.

- ii. To be responsible for maintaining the track and outdoor lighting system prior to the races being run on the aforementioned dates.
- iii. To be responsible for all expenses incurred regarding any additional improvements on said track. Any improvements must be approved in writing by the Parks Director prior to implementation. If deemed necessary, **LESSEE** may be required to obtain additional insurance in order to provide adequate coverage for said improvements.
- iv. To keep all drainage points and ditch-lines free of debris.
- v. To preserve and not damage established water courses, tile drains, tile outlets, grass waterways, terraces, roads and parking lot surfaces.
- vi. To cut noxious weeds in the areas in and around the **PREMISES** and Clubhouse facilities before same are allowed to go to seed.
- vii. That all improvements made on said track shall become the property of the Winnebago County Parks Department (except for the starting gate) upon termination of this Agreement by either party.

**G. Maintenance, Repair & Improvements of PREMISES**

- i. **LESSEE** shall be responsible for the maintenance and upkeep of both the exterior and interior portions of the BMX Clubhouse (i.e. HVAC systems, wall surfaces, trim and soffit areas, floor surfaces, appliances, and landscaping within a 50-foot perimeter around the building).
- ii. That all improvements shall be in compliance with all applicable state, county, and municipal code requirements.

- iii. That all improvements made to the interior and exterior of the Clubhouse building shall become the property of Winnebago County Parks Department upon termination of this Agreement by either party.
- iv. To provide for the installation and line charges for telephone service.
- v. To notify the **LESSOR** at least 30 days prior to beginning of seasonal use to allow County Plumber to prepare the plumbing system for use and to conduct a water test. Water shall not be used for consumption or cooking within the facility until such water test is completed and cleared of any contaminants that may be present. County Plumber shall shut down the plumbing system after the close of the BMX race season upon 30-day notification from **LESSEE**.
- vi. That **LESSEE** shall, at its sole expense, keep, maintain and repair such facilities within the **PREMISES** that it is hereto responsible for, in a good and well-maintained condition consistent with sound business practice and in a manner, which will preserve, enhance and protect the general appearance and value of the Sunnyview Exposition Center grounds. Failure to maintain and repair shall be deemed a default under this Agreement. In the event **LESSEE** fails to properly maintain and repair said facilities, the **LESSOR** shall issue a written notice to **LESSEE** regarding its failure to maintain and repair. Said notice shall state with reasonable specificity: (1) the nature of **LESSEE'S** failure to keep, maintain or repair; and, (2) the remedy required by **LESSEE** to cure the default. In the event that **LESSEE** fails within 30 days after receipt of **LESSOR'S** default notification under this paragraph, to commence appropriate action to cure such default, **LESSOR** shall have the right thereafter, in its sole discretion, to terminate this Agreement immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against **LESSEE**. **LESSEE** hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees

incurred by **LESSOR** in curing said default within 30 days after **LESSOR'S** demand.

- vii. Supplemental toilet facilities shall be provided by **LESSEE** as deemed necessary by the **LESSOR**.

H. **Assignment Transfer & Liens**

- i. **LESSEE** agrees it will not assign or transfer this Agreement without prior written consent of the **LESSOR**.
- ii. **LESSEE** agrees to promptly pay all sums legally due and payable on account of any labor it has performed on or materials it has furnished for the **PREMISES**. **LESSEE** shall not permit any liens to be placed against the **PREMISES** on account of labor performed or material furnished and in the event such a lien is placed against the **PREMISES**, **LESSEE** agrees to hold **LESSOR** harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens within 120 days. Failure to comply with this paragraph shall be cause for immediate termination of this Agreement.

I. **Signage**

- i. **LESSEE** shall be permitted to mount a total of two signs identifying Winnebagoland BMX. One sign shall be permitted on the west exterior wall of the Clubhouse building. The other sign shall be permitted to be securely mounted to the roof of the BMX Clubhouse building. Both signs shall be limited to a maximum of 175 square-feet in size.
- ii. Advertising or promotional placards, banners, signs or posters may be displayed no more than one week prior to any specific racing tournament or special event. Said materials may be displayed both within the **PREMISES** and/or on either side of the four-foot high fence located on the west site of the **PREMISES**. All materials shall be removed within one day following the conclusion of the racing tournament or special event.

- J. **LESSEE** shall be responsible for establishing at the **PREMISES** a reliable means of weather monitoring which shall be capable of receiving up-to-the-moment information pertaining to threatening weather conditions and related advisories. Such means of weather monitoring shall be in place at the **PREMISES** and activated during the course of any **LESSEE** related activities.
- K. **LESSEE** shall be responsible for pick up and removal of all mud and debris that may accumulate on the roadway adjacent to the **PREMISES** and cleaning of the **PREMISES** shall be to the satisfaction of the **LESSOR**.
- L. Total attendance at a special event or tournament shall not exceed 900 people within the boundaries shown on Attached map. Should **LESSEE** exceed said level of attendance, the **LESSOR** reserves the right to disallow entry of people into the boundaries shown on Attached map or the **LESSOR** may terminate the special event or tournament if deemed necessary.
- M. **LESSEE** shall be allowed to use propane and/or charcoal fuel fires contained in grills on gravel surfaces within distances no less than 20 feet away from any building structure indicated on attached map.
- N. **LESSEE** shall be obligated to provide the **LESSOR** a minimum of 60-days advanced notice when requesting permission to allow participant or spectator camping within the boundaries of the Expo Center. The **LESSOR'S** acknowledgement for allowing for individual or group camping on the Expo Center grounds shall be provided through written notification and shall contain requirements for payment of camping fees according to provision promulgated within Chapter 19 of the County General Code. Additionally, the placement of campers on the Expo Center premises shall be done at the **LESSOR'S** discretion.
- O. **LESSEE** shall be obligated to provide the **LESSOR** a minimum 30-days prior notice requesting permission to allow **LESSEE'S** staff or vendor personnel to remain overnight within the **PREMISES**. Contingent upon **LESSOR'S** granting permission, **LESSEE** shall

abide by the following conditions regarding overnight stays:

- i. No more than three persons shall be stationed in the **PREMISES** and such persons shall be present for the sole purpose of providing security for equipment and other materials set up in preparation for an open tournament or special event.
- ii. Except in cases of emergency, said persons shall be prohibited from entering or leaving the **PREMISES** between the hours 11 p.m. and 5 a.m. the next morning.
- iii. During the aforementioned time period, such persons shall be restricted from traveling anywhere on the Expo grounds outside the **PREMISES** as indicated on attached map.
- iv. Outside fires of any type are prohibited.
- v. No more than two camping tents or a single camper unit shall be allowed to be located in the **PREMISES** in order to accommodate such persons.
- vi. A minimum of two weeks prior to the open tournament or special event, **LESSEE** shall provide the **LESSOR** a written summary containing the names and telephone numbers of the persons who will be staying on the **PREMISES**. In addition, **LESSEE** shall include with the summary a description of each person's vehicle that will be remaining in the **PREMISES** overnight. Said description shall also include the license plate number for each of the vehicles.

P. **LESSEE** shall appear upon request before the Parks & Recreation Committee during a monthly meeting and provide an annual report on recent activities and plans for future programming.

Q. **Damages to PREMISES**

- i. In the event of partial or complete loss to **PREMISES** by fire, the elements, accident, or other occurrence, **LESSOR** shall have no obligation to compensate **LESSEE** for any loss incurred except that caused by **LESSOR'S** negligence. **LESSEE** shall, within 30 days of said loss, give notice to **LESSOR** of its intent to repair or rebuild, or of its intent to terminate this Agreement. In the event that **LESSEE**

457 chooses to repair or rebuild, the term and provisions of this Agreement shall  
458 continue unabated, provided that repair or reconstruction substantially  
459 commences within 180 days of the date of loss. In the event that a loss or  
460 occurrence on the **PREMISES**, caused by an act of neglect on the part of **LESSEE**,  
461 produces a loss to any of **LESSOR'S** property lying adjacent to the **PREMISES**,  
462 **LESSEE** shall, at its expense, repair, replace, or rebuild or cause to be repaired,  
463 replaced or rebuilt, any such property damaged or lost to its previous condition  
464 as soon as reasonably possible, and to reimburse **LESSOR'S**, its agents,  
465 employees, other lessees, contractors and suppliers for any and all costs and  
466 expenses, including reasonable attorney's fees, or loss of gross revenue,  
467 incurred as a result of such loss or damage.

468 R. **LESSOR** reserves the right to further develop and/or improve the facilities within the  
469 **PREMISES** at **LESSOR'S** sole discretion, regardless of the desires or opinions of **LESSEE**  
470 subject to **LESSEE'S** right to Quiet Enjoyment of the **PREMISES** as provided for in Section  
471 P. herein. **LESSOR** further reserves the right to take any action it considers necessary to  
472 preserve the appropriate environment within the whole of the Sunnyview Exposition  
473 Center grounds in whatever manner it determines is of most benefit to Sunnyview  
474 Exposition Center operations.

475 15. During the term of this agreement of the **LESSEE** agrees not to discriminate against any person,  
476 whether a recipient of services (actual or potential), an employee, a guest, or an applicant for  
477 employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences,  
478 sexual preference or marital status.

479 16. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event to  
480 inspect, repair or maintain the building(s) and/or grounds.

481 17. **NAMING RIGHTS.**

482 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the  
483 **PREMISES**, use of said name(s) shall replace all previous facility name references in all

promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete change within 365 days of notification by **LESSOR** at **LESSEE'S** expense.

B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for purposes of selling or displaying concessions or merchandise. Said merchandise shall be pre-approved via Sponsorship Agreement between Sponsor and **LESSOR**.

D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along the south east corner of the Center Hall for purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar.

E. Said concessionaire Sponsor shall also have access to a twenty foot by forty-foot area located within the south west corner of parking lot #4 for selling and or displaying pre-approved merchandise during events taking place within the Covered Arena. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying merchandise during events within the Sunnyview Exposition Center grounds that take place in other areas than those stated in Section 17 D and E. Said area shall be mutually agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR**



511 within two weeks prior to the scheduled event.

512 18. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or

513 other advertising media shall identify this area as the Sunnyview Exposition Center, located on

514 County Road Y, ½-mile east of the intersection of Highway 76 and County Road Y.

515 19. The entire agreement of the parties is contained herein and this agreement supersedes any and

516 all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_\_\_\_.

**LESSEE(S):**

\_\_\_\_\_  
Name (print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**WINNEBAGO COUNTY (LESSOR):**

\_\_\_\_\_  
Jonathan Doemel Date  
Winnebago County Executive

\_\_\_\_\_  
Susan T. Ertmer Date  
Winnebago County Clerk

**REGISTERED AGENT:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City/State/Zip

## EXHIBIT "A"

### Winnebago County Insurance Certificate Information

The information on this document contains pertinent insurance certificate requirements applicable to the festivals, tournaments, and/or runs that take place on various Winnebago County Parks properties. Included in the information are specifics relating to the conditions and coverages each LESSEE/EVENT SPONSOR must address within their certificate. It is recommended that LESSEES/EVENT SPONSORS submit a copy of this document to his/her insurance agent and make them aware that the narrative on the completed certificate must be precise.

A minimum of thirty (30) days prior to holding the event or participating in the event, the LESSEE/EVENT SPONSOR, at its own expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. Workers Compensation - statutory - in compliance with the Compensation Law of the State. Include a Federal Longshoremen and Harbor Workers Endorsement, if applicable.
2. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000 or \$2,000,000 if explosion, underground and/or collapse involved. This insurance shall include on the Certificate of Insurance the following coverages:
  - a. Premises - Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Broad Form Blanket Contractual
  - e. Personal Injury
  - f. Professional Liability
  - g. Liquor Liability (if alcohol on Premises)
3. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn: Purchasing Manager, P.O. Box 2808, Oshkosh, WI 54903-2808.
4. Regarding the "Description of Operations", LESSEE/EVENT SPONSOR is to include a description of the program as well as its location (address) and all applicable dates (i.e. set-up, event date(s) and clean-up).
5. Such insurance shall include under the General Liability and Automobile Liability Policies, the recognition of *Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions* as "Additional Named Insureds".
6. 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, Attn: Insurance Administrator, 112 Otter Avenue, Oshkosh, WI 54901. All such notices will name the LESSEE/EVENT SPONSOR and identify the event as well as the date(s).

Send the complete insurance certificate to Justin DeJager at [jdejager@co.winnebago.wi.us](mailto:jdejager@co.winnebago.wi.us) or mail it to the Winnebago County Parks Department at 625 E. County Road Y, Suite 500, Oshkosh, WI 54901. Contact the Parks Department at (920)232-1964 with any questions.

Contracts with Winnebago County cannot be approved without a valid insurance certificate.

## **EXHIBIT "B"**

### **RECYCLING REQUIREMENTS**

Wisconsin State Statute Chapter 287: Solid Waste Reduction, Recovery and Recycling, commonly known as Recycling Law, outlines the requirements for recycling for the state of Wisconsin. As a renter of the Winnebago County Park Facilities, you are required to follow this statute, particularly the sections outlined here:

According to ch. 287.05(5), "the implementation of solid waste reduction, reuse, recycling, composting and resource recovery systems and operations requires the involvement and cooperation of all persons and entities comprising this state's society, including individuals, state and local governments, schools, private organizations and businesses."

According to ch. 287.07(3), "Beginning on January 1, 1995, no person may dispose of in a solid waste disposal facility... any of the following: (*paraphrased for space and clarity*) aluminum containers, corrugated paper, glass containers, magazines, newspaper, office paper, plastic containers (#1 & #2), and steel containers."

In short, renters of Winnebago County Park Facilities must separate for recycling those items listed above and deliver these items to the Winnebago County Recycling Facility. If the renter contracts out its recycling and trash hauling, it must specify the use of the Winnebago County Landfill and Recycling Facilities.

If you have any questions regarding the Recycling Law, please contact the Winnebago County Recycling Manager at (920)232-1800.

**EXHIBIT "C"**  
**SUNNYVIEW EXPOSITION CENTER POLICY STATEMENT**

1. Waste Hauling
  - A. Sunnyview Expo Center contracts to supply animal refuse removal services for animal refuse along with scheduled waste removal for other garbage on the grounds. Recycling containers are available for LESSEE'S use. All garbage shall be disposed of at the Winnebago County Solid Waste Facility unless LESSOR approves alternate methods. All recyclable materials shall be disposed of at the Winnebago County Recycling Facility.
  - B. LESSEE is responsible for making sure that all animal waste is disposed of in the manure pit or manure holding area(s) and that regular garbage is disposed of in the dumpster provided for this purpose.
  - C. LESSEE is responsible for separation of recyclable materials using the marked containers for aluminum cans, plastic bottles, and cardboard boxes.
  - D. The Parks Department shall bill the LESSEE for the correct amount of waste hauling fees after the event has taken place, all waste has been disposed of, and waste hauling bills have been received and reviewed by the Parks Department office.
2. Camping Fees
  - A. Camping areas shall be rented on a per area basis. There is a designated fee for each camping area. Said camping area shall appear along with the listed charge on individual contracts. The camping area listed on the contract shall be the only area LESSEE shall be allowed to use for camping during the event. If weather or turf conditions prohibit use of contracted area, an available area of similar size shall be provided by LESSOR at no additional charge.
  - B. There is no fee per camper.
  - C. Camping areas must be reserved at time of initial reservation along with other facilities.
3. Dump Station Usage
  - A. Dump station is for use by on-site campers only.
  - B. Dump station rules are posted at the site and must be followed.
4. Parking
  - A. All parking areas and grassy areas on the PREMISES (other than those leased for camping by an event) are considered shared use areas.
  - B. LESSEES who wish to charge for parking are responsible for signage, designating parking fees, barricades and/or barrier tape to designate said areas, and collection of fees. These areas must be manned at all times the event is in progress and fees are being collected. Patrons parking for other events shall not be charged to park if all other parking areas are full.
  - C. Parking outside of designated parking areas or in posted 'no parking' areas, is prohibited and will result in a citation by City of Oshkosh Police. At Winnebago County Parks Department discretion, certain grassy, parking, or camping areas may be designated as temporarily or permanently off limits. Such restrictions shall be clearly marked and the City of Oshkosh Police will issue violators a citation.
5. Multi-day Contract Preeminence
  - A. Multi-day events take precedence over single day events when negotiating all contracts.
6. Deposits
  - A. Reservation and Supplemental Deposits are required as per the following:
    - I. Reservation Deposit. LESSEE shall pay a reservation deposit of approximately 25% of total fee due to secure performance by LESSEE of all of the terms and conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the

LESSOR upon reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from the total fee due.

- II. Supplemental Deposit. LESSEE shall pay a supplemental deposit of approximately 25% of the total fee due, approximately three (3) months prior to first event set up day. The supplemental deposit is non-refundable and shall be deducted from the total fee due.
- III. Balance Due. LESSEE shall pay the remaining balance due to LESSOR before the close of business 4:30 p.m. CST/CDT on or before the first event set up day. If the remaining balance due LESSOR is not received from LESSEE by the due date and time, keys for the opening of reserved buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.
- IV. First Right of Refusal. LESSEE shall reserve the first right of reservation for the same calendar dates in the years following the end of the Rental Agreement term. Once a Rental Agreement term has expired and LESSEE has not begun another Rental Agreement, if LESSOR receives a request for the same calendar dates LESSEE has previously held under a Rental Agreement, LESSOR shall contact LESSEE via email informing LESSEE of said request. LESSEE shall have 10 days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for the future dates in question.

7. Insurance for Private Party Events

- A. LESSEE'S holding private parties may be eligible to purchase a Winnebago County Insurance Rider. Only those events that are not open to the public may be eligible for this benefit. Payment for said rider is required a minimum of 30 days before the event. All other LESSEE'S are required to have a liability policy as per contract.

8. Non-Profit Group Discounts

- A. There are no discounts given to non-profit groups renting the facilities with the exception of Winnebago County 4H, Winnebago County Fair Association, and Winnebago Farm Bureau.
- B. The Winnebago County Fair Association will be charged as per their contract with Winnebago County.
- C. The Winnebago County 4H will be charged the discounted fees outlined in the Winnebago County 4H policy.
- D. The Winnebago Farm Bureau discount will apply only to the Food Court building.

9. Winnebago County Department Usage

- A. Winnebago County Departments and other municipalities may reserve the facilities at no charge depending on availability. All such reservations are subject to a minimum 30-day cancellation notice if a paying client rents the facilities for a reserved date.

10. Event Curfew

- A. All events involving admission of the public to the facilities and/or grounds shall have a curfew of 2:30 a.m. to 5:30 a.m. daily. Consequently, admission to the grounds by the general public for means of attending the event is forbidden during the curfew hours. LESSEE shall not collect admission during the curfew hours, nor allow the general public free entrance to the event during the curfew hours.
- B. All music, engines, outdoor activities etc. will cease prior to the 2:30 a.m. curfew and shall not resume until after the 5:30 a.m. curfew termination.
- C. Exceptions for the 2:30 a.m. curfew are overnight campers who may remain on the grounds overnight, event security, clean up and preparation activities done by the LESSEE or those employed by the LESSEE.

- D. LESSEES who violate the curfew policy will be considered in breach of contract and shall not be allowed future rental of the facilities. Violators are also subject to any and all City of Oshkosh ordinance violation citations applicable and may be cited by the City of Oshkosh Police Department. LESSOR retains the right to close down events that violate the 2:30 a.m. to 5:30 a.m. curfew.

11. Security System - Responsibility of Client

- A. It is the responsibility of all Expo LESSEES to contact Expo Management before their event to discuss the Expo Center Security System. During this discussion the monitoring time for the alarm systems will be defined for the event and these times shall be adhered to by each LESSEE.
- B. In the event that an alarm is activated through negligence of the LESSEE or attendees of the LESSEE'S event (not an actual emergency) a fine will be assessed to the LESSEE for the cost of police and fire department responses, as invoiced to the Parks Department, and any additional labor costs associated with the negligent activation of the Expo security system. Frequent false alarms by the same LESSEE may result in cancellation of future reservations.
- C. The Expo Center Security System is not designed for use by the client for security for their event. The system is in place to protect the Expo property only. In the event that an incident has taken place during an event that the police department wishes to investigate, it is necessary for the investigating officers to officially request copies of any pertinent surveillance recordings from the Expo Management.
- D. Intentional damage or destruction of any of the security system components determined to have taken place during an event shall be the responsibility of the LESSEE. The LESSEE shall be billed for repair or replacement costs of all equipment intentionally damaged during their event.

12. Horse Show Events

- A. A dump station key will be made available for events renting camping areas. The dump station key must be checked out when the balance is paid for contracts and all other keys are picked up. All stipulations regarding cleanliness referenced in contracts will apply to the dump station. LESSEE is responsible for security of the dump station area at all times. No campers other than those camping on the PREMISES are allowed to use the dump station. LESSOR may use documentation via security camera to augment security of the area.
- B. LESSEE shall be responsible for emptying all garbage cans throughout the PREMISES, inserting new bags into empty cans and depositing the full bags into a Dumpster. LESSOR shall supply extra garbage bags for this purpose. LESSEE shall continue to monitor garbage cans throughout the leased PREMISES and empty those cans that are full into a Dumpster while replacing the bag within each can with bags provided by LESSOR. Any garbage that accumulates outside of full garbage cans shall be collected and deposited into a Dumpster as part of LESSEE'S garbage monitoring activities. Any garbage cans not emptied which must be emptied by County staff post-event will be billed to the LESSEE at Set up/Clean up Charges from official Sunnyview Exposition Center Rental Fees Schedule with a three-hour minimum.
- C. After events, stalls shall be cleaned by LESSEE to the cement or gravel floor and raked to the aisles. Stall doors shall be closed after all stalls are cleaned and raked. LESSOR shall then remove animal refuse from aisles to manure holding areas where contracted pick up will occur for which LESSEE shall be post billed accordingly.
- D. LESSOR shall make available electronic copies of outlet locations and amperage for LESSEE'S use in setting up of camping locations. LESSOR reserves the right to limit access

to any electrical equipment as deemed necessary by the County Electrician for safety of the facility and event attendees.

- E. With the exception of normal wear and tear, only egregious damage to LESSOR'S stalls will be charged out to LESSEE for damage to stall fabric, frames or hardware. Such damage shall be determined per LESSOR'S discretion.
- F. All dogs must be leashed when present on the PREMISES. Owners must clean up after their dogs and deposit refuse accordingly. Oshkosh Police Department intervention may be required if dogs running at large become a problem for other patrons of the PREMISES. LESSOR reserves the right to limit or ban dogs from the PREMISES unless properly leashed.
- G. LESSEE must notify LESSOR prior to picking up keys for the event the event's programming needs for timing of the outdoor arena lights and lot lights to accommodate LESSEE'S event. LESSOR reserves the right to limit excessive use of lot and covered arena lights overnight.
- H. All signed parking restrictions, including fire lanes, shall be strictly enforced and may cause violators to be subject to citation by City of Oshkosh Police.
- I. The outdoor arena shall be groomed to a standard approved by LESSOR for use as a warm up and practice arena to a three-inch depth. Activities not allowed within the outdoor arena, include but are not limited to, tent staking, stage erection, motorized vehicle activities, mechanized carnival rides, and other activities deemed by LESSOR to be of potential risk of damage to the base material. Said damage potential shall be at LESSOR'S sole discretion.
- J. The sound systems for the arenas which fed the barns shall be set up and checked during the pre-event walk through. Once set LESSEE shall have no access to said sound system for the remainder of the event.
- K. Arenas shall be groomed to LESSOR'S set standard of three inches in depth prior to events. LESSEE shall accept arenas as groomed for the duration of the event. Any grooming by LESSEE over and above that done by LESSOR shall be at LESSEE'S risk and expense. Any damages to arena and/or arena base determined to be caused by LESSEE'S said grooming shall be repaired at LESSEE'S expense.
- L. No persons connected to any event or any equipment, materials, trailers, campers etc. are allowed on the grounds prior to the official set up time and date noted in the LESSEE'S contract. This includes those who are officially managing the event as well as those taking part in set up for the event. Set up day is defined as the day that all persons, equipment, materials, trailers, campers etc. shall be allowed on the grounds. Set up day begins at the time on the date indicated on the contract (usually 7:00 a.m. unless otherwise approved) and take down day ends at the time on the date indicated on the contract (usually 11:00 p.m. unless otherwise approved). Take down day is defined as the day that all equipment, materials, trailers, campers, etc. is to be removed from the grounds by the LESSEE. Set up, take down, and event days are listed in the 'Term' section of each contract. Before signing the contract and returning it make sure the days listed are correct. Shows are allowed two set up days before an event and one take down day after an event. The expo staff requires a minimum of two full days (not including set up and take down days) to remove used bedding, inspect for damages, mow, work up the arenas, drag the gravel areas and etc. between events. Pre-event walk throughs will only be done on LESSEE'S official set up days, not before. This will keep the incoming LESSEE from inheriting the previous LESSEE'S damages. When horse shows are 'laying over' between shows, which requires permission from expo management, the time needed for clean up by expo staff is less due to the fact that

barns do not need to have all bedding removed. Post event walk throughs must be done after all persons, materials, trailers, campers etc. are removed from the grounds (those not laying over) and prior to the time indicated on the incoming contract as the LESSEE'S first set up day regardless of any lay over. Again, this is done to allow for damages to be assessed to the correct LESSEE.

- M. Use of Barn E for housing of any animal except domesticated dogs, cats and service animals shall be prohibited. LESSEE shall make use of Barn A overhang and western overhangs on Barns A through D for horse shows to accommodate additional stall needs.

### 13. Other Expo Policy Statements

- A. Future reservations may be banned or terminated for non-payment of overdue bills, material breach of contract, or more than two cancellations by the LESSEE in one calendar year. A Material Breach of Contract is constituted as non-compliance with any and all state and federal laws, rules and regulations, all applicable municipal ordinances and all policies depicted in this document. Reservations may be reinstated after payment in full of all overdue bills along with all penalties and/or fines for such as instituted by the Winnebago County Finance Department. State, Federal or Municipal law or ordinance violations resulting in citations by law enforcement constitute the forfeiture of all current and future reservations as well as violations of the policies stated in this document.
- B. Tables, chairs, and inside stage units shall not to be used outside any building unless permission is granted by Expo Management. Any damage to tables, chairs, or stage units related to weather shall be billed for full replacement costs to the LESSEE.
- C. Tables, chairs, stage units, picnic tables, benches, or any other Expo Center property shall not be removed for use off the PREMISES. Any property found to be missing after an event will be billed for full replacement costs to the LESSEE.
- D. A Security Deposit may be required as per the Winnebago County Parks Department discretion, and shall be identified in individual contracts. A Security Deposit of \$2,000.00 in the form of a cashier's check or cash, shall be required for all circus events and retail or outlet sales events. All damages found post event shall be deducted from said Security Deposit. All damages found post event for contracts without a required Security Deposit shall be billed at \$49.00 per hour for labor plus any materials needed to repair the property to its pre-event status with a three-hour minimum.
- E. LESSEES shall take part in a pre and/or post event walk through with staff and shall fill out the Request for Pre/Post Event Walk Through supplied with the event contract and return it with the signed contract. The person signing the contract must be the person doing the walk through with staff. If an appointment is made for a pre or post event walk through and the LESSEE does not attend as scheduled all claims of damage shall be determined to be the responsibility of the LESSEE. All first time LESSEES and out of state LESSEES and their Registered Agent, must do a pre and post event walk through. Those returning LESSEES who wish to decline a pre or post event walk through shall mark the decline box on their form and shall accept all damage noted by staff as their responsibility. LESSEES will be billed accordingly for damages. Unpaid damages shall result in no future reservations until such damages are paid.
- F. Out of state LESSEES are subject to special circumstances which are identified in the Sunnyview Exposition Center Rental Fees Schedule.



- G. At Winnebago County Parks Department discretion, extra security, special permits, and/or other additional measures may be required for certain events. These measures will be addressed in individual contracts.
- H. In the event of an emergency situation declared by the Winnebago County Executive within Winnebago County, the Sunnyview Exposition Center may be required for use as an emergency shelter. In this situation, all events taking place on the grounds are subject to reconfiguration of facility use as the emergency situation demands. Such matters will require reimbursement of rental fees only for individual facility use requiring event cancellation. Winnebago County will not reimburse lost potential revenues, lost expenditures or lost unrecognized expenditures other than rental fees.
- I. Prior to LESSEE occupying the PREMISES on the first official set up day for the event, if damage to a portion or all of the PREMISES has occurred via an 'Act of God' or man-made disaster which results in a declaration of uninhabitability of said portion or all of the PREMISES by the City of Oshkosh building inspector or Winnebago County's insurer, all events taking place on the grounds are subject to reconfiguration of facility use as the situation demands. Such situations may be eligible for reimbursement of rental fees only for individual facility use requiring event cancellation. Lost potential revenues, expenditures or unrecognized expenditures other than rental fees shall not be reimbursed.
- J. In the event that any Exposition Center keys are lost or stolen when in the possession of the LESSEE, LESSEE shall be responsible for the cost to replace any locking mechanisms on doors or padlocks and/or re-keying of said locks that have been compromised by said lost keys.
- K. Clients wishing to reserve a date that has already been reserved by another client with a paid reservation deposit may enter their name and event on a waiting list. If the currently scheduled event cancels the reservation, the first name on the waiting list will be contacted to reserve the now open date. If the first client name on the list does not wish to reserve the facility the second name will be contacted and so on until a reservation is confirmed and a reservation deposit has been received at the Parks Department.
- L. If a LESSEE wishes to cancel use of an individual contracted facility, for example, a LESSEE has a contract for the covered arena and barns A, A+, B, C and D, and the LESSEE wishes to cancel the use of one barn for the event, the cancellation of the individual facility must be made at least two weeks before the event takes place, in order to facilitate a contract amendment. Cancellations of individual contracted facilities requested less than two weeks before the event date are not allowed, and a refund will not be issued.
- M. At LESSOR'S discretion to provide security for the grounds all LESSEES may be issued a gate key for the front entrance gates along with any other keys necessary for the leased facilities. All gates must then be closed and locked whenever the LESSEE or LESSEE'S employees or volunteers, are not present on the grounds.
- N. The policy for directly connecting vendors and other electrical hook ups to the Sunnyview Exposition Center electrical system, requiring anything other than an extension cord, is stated in a separate policy. LESSEES must be familiar with NFPA 70 Arc Flash requirements. The Electrical and Water Hook Up Policy states the requirements for electrical and water hook ups at the Sunnyview Exposition Center.
- O. When a LESSEE is required to contract with an outside security agency or the Oshkosh Police Department or Winnebago County Sheriff's Department as a contingency for facility rental, documentation of said security contract must be shown for keys to be

issued to the LESSEE. The Oshkosh Police Department must approve all security plans that are required by contract and their recommendations followed unless the Parks Director or Program Manager waives such recommendations in writing. All events that serve alcohol shall be required to provide a security plan. At the County's discretion, a security or emergency plan may be required for specified events due to the number of expected attendees, or past citations from an authorized police, fire or sheriff's department. Said plan shall be submitted to and approved by the Parks Director or Program Manager at least 30 days prior to event date. If Emergency Medical Services are required for an event an emergency plan must be provided along with the security plan. The emergency plan must be approved by the Oshkosh Fire Department and their recommendations followed unless waived in writing by the Parks Director or Program Manager.

- P. Improvements to Parks Department grounds and/or facilities involving construction of new buildings, additions to existing buildings, and reconfiguration of parking and grassy areas, may take place from time to time. LESSEE shall not be subject to a reduction of rental fees or reimbursement of rental fees by the LESSOR to the LESSEE for areas unavailable for use due to ongoing construction, reconfiguration of grounds or building usage during current and future lease terms. Reconfiguration of grounds and building usage in affected areas shall be at the discretion of the Winnebago County Parks Department and shall have no effect on individual leases.
- Q. Any item(s), including but not limited to, sand, gravel, top soil, fencing, etc., left on the PREMISES by the LESSEE shall, at LESSOR'S discretion and through LESSOR'S resources, be moved to an appropriate location to eliminate the potential for the item(s) to become a hazard or impediment to Expo operations. At the conclusion of LESSEE'S event a 30-day period shall commence in which LESSEE must remove such item(s) from LESSOR'S property unless, prior to said event, LESSEE has obtained LESSOR'S written endorsement of a documented request detailing storage arrangements to be applied during and, if necessary, following the aforementioned 30-day period. In all cases, including those with documented recognition of storage arrangements, the LESSEE shall be responsible for payment of all expenses sustained as a result of the movement, storage, maintenance, and/or disposal of the item(s) following the conclusion of LESSEE'S event. Additionally, LESSEE shall be liable for any damages or injuries that occur in association with a failure to remove LESSEE'S item(s) from the PREMISES at the conclusion of LESSEE'S event. Following the aforementioned 30-day period, LESSEE waives all rights to reclaim said item(s) barring LESSOR'S written endorsement of prior storage arrangements, as stated above.
- R. Occupancy policy for use of covered arena is noted above.
- S. Use of any food service facility is prohibited on set up and take down days for concession sales to event participants, volunteers, event workers, or the general public without payment for use of the food service facility via the Rental Agreement.
- T. If Parks/Expo or County Facilities Dept. staff must be called in to a non-emergent situation, a charge of \$49.00/hr. will be incurred by LESSEE payable upon receipt of invoice from LESSOR.
- U. Use of Barn E for housing of any animal except domesticated dogs, cats and service animals shall be prohibited.
- V. Sale of alcoholic beverages shall be limited to those items permitted for a Class B beverage license as issued by the City of Oshkosh.

## **FIRE EVACUATION PLAN**

1. Emergency escape routes will be displayed at all main entrances to the Sunnyview Expo Center.
2. It will not be necessary for any employees to remain in place to operate critical equipment prior to evacuation.
3. Employees will be gathered in Parking Lot #1 for a head count. Occupants will be instructed to gather in Parking Lot #1 as well. However, a variety of events are held at the Sunnyview Expo Center and an actual head count may not be possible. All employees are to use their best effort to assure all individuals are out of the building safely.
4. Park's employees are not responsible for rescue or first aid. This will strictly be administered on a volunteer basis. However, 911 will dispatch emergency services and they will rescue and administer first aid.
5. The public address system will be used to notify occupants of any emergency. If this system is not available for some reason, notification will have to be verbal.
6. In the event of an emergency a public phone is available in the Sunnyview Expo Center for use to contact 911. If Park's employees are on the scene they will contact 911 via cell phone. If this is not possible they will radio into base and the base will contact 911.
7. The Expo Manager will be in charge of implementing this plan. In the absence the Expo Manager at the time of an emergency the responsibility will follow the normal chain of command present at the Parks Department.
8. The Expo Manager will be contacted by the 911 communication center and will be available to access the building. However, if the emergency warrants immediate entry a master key is located on the Sunnyview Expo Center grounds for access and the location has been provided to the necessary emergency responders.
9. The emergency alert system consists of a public address system located just inside the main doors in the ticket box office.
10. Maximum occupancy for the Sunnyview Expo Center is 4800 persons.
11. Due to the variety of events there is no detailed seating plan available for the Sunnyview Expo Center.
12. Due to the variety of events there is no special event occupancy load information available. This depends on the event and the flow of occupants during an event.
13. These plans will be reviewed annually by the Expo Manager, Parks Director, and Safety Coordinator.
14. These plans will be maintained on site and available for review by all employees. A copy will be sent to: Fire Prevention Bureau, 101 Court St., Oshkosh, WI 54901.



## **PROPER DISPOSAL OF ASHES (FIREPLACES, PELLET STOVES, WOODBURNERS, ETC.)**

With the increased use of outdoor fireplaces and alternative heating methods (pellet stoves, corn burners, etc.) the City of Oshkosh has had an increase in fires due to careless/improper disposal of the leftover ashes. Even after several days piles of ashes can hold enough heat to reignite and start a fire. Therefore, extra care should be used in the storage and final disposal of them.

- ▶ First of all, make sure there are no hot spots left in the ashes. This is done either by soaking them in water or leaving them sit for a few days if practical (and then double checking them for hot spots). Besides doing this for the above-mentioned appliances this also holds true for cigarette and charcoal grill ashes.
- ▶ Secondly, all ashes should be stored in a fire-resistant (metal) container with a tight fitting cover (buckets made especially for storage of ashes are available at many area retailers). They should NEVER be disposed of in a plastic garbage bag or can, a cardboard box, or paper grocery bag. While this sounds obvious, it happens way too often.
- ▶ This metal container should then be placed away from anything that can burn. It should NOT be placed next to the firewood pile, up against the garage, on or under a wooden deck, or under a porch—all of these have started fires in the City of Oshkosh.
- ▶ After sitting in this metal container for a week the ashes are then safe to dispose of in your trash.





## CITY OF OSHKOSH FIRE DEPARTMENT FOOD VENDOR REQUIREMENTS

***ALL REQUIREMENTS ARE PER  
THE 2009 INTERNATIONAL FIRE CODE***

### **ALL Tents Must:**

- 1) Be certified FLAME RESISTANT—with NFPA 701 Label
- 2) Have a “NO SMOKING” sign posted.
- 3) Be placed 20 FEET from any cooking area/device.



NO EATING IS ALLOWED IN ANY TENT IN WHICH COOKING TAKES PLACE UNLESS PREVIOUSLY APPROVED BY THE FIRE DEPARTMENT.

### **Fire Extinguisher(s) Required:**

- 1) A minimum of one 5 lb, ABC, dry chemical (2A:20B:C) fire extinguisher is required for all tents.
- 2) If deep frying or cooking with oil, a minimum of a 10 lb, ABC (4A:40B:C) extinguisher or 1 Class K extinguisher *and* one 5 lb, ABC, dry chemical (2A:20B:C) extinguisher is required.

### **Allowable Distances of Other Cooking Areas From Any Structures (Including Tents):**

- 1) Charcoal cooking – 20 FEET.
- 2) LP gas (NOT cooking with oil/grease)
  - LESS THAN OR EQUAL TO 500 GALLON container of LP—10 FEET
  - GREATER THAN 500 GALLON container of LP—25 FEET
- 3) Electric (cooking with oil/grease) – 20 FEET.
  - Unit must be: Electric, Commercially Manufactured, & UL Listed
- 4) Electric cooking (NOT cooking with oil/grease) – 10 FEET.
- 5) **NO OPEN FLAMES ALLOWED**



**ALL VIOLATIONS MUST BE CORRECTED IMMEDIATELY**

### **PLEASE NOTE:**

*This is not a complete listing of the fire regulations, only an example of commonly violated regulations. The Fire Chief may modify the above regulations. The Fire Chief has the ultimate authority of regulations by Local & State Law.*

**Fire Prevention Bureau, City of Oshkosh Fire Department  
(920) 236-5241**

**[fireprevention@ci.oshkosh.wi.us](mailto:fireprevention@ci.oshkosh.wi.us)**



## **CITY OF OSHKOSH FIRE DEPARTMENT INDOOR VENDOR REQUIREMENTS**

***ALL REQUIREMENTS ARE PER  
THE 2009 INTERNATIONAL FIRE CODE***

**Booths, Table Curtains/Drapes/Decorations Must Be Fire Retardant.**

- 1) Plastic table drapes are NOT ALLOWED
- 2) Table draping must be treated by the manufacturer or exhibitor. Fire protection certificate must be submitted or available for proof of fire resistive treatment.
- 3) Natural vegetation is only allowed as decorations IF treated with fire retardant.

**A minimum of one 5lb dry chemical (2A:10B:C) fire extinguisher is required (within 75 feet).**

**DO NOT Block Fire Extinguishers, Exit Ways/Doors, Do Not Cover Exit Signs.**

**Spark Producing Devices Are Allowed ONLY WITH THE APPROVAL OF THE FIRE CHIEF.**

- 1) No open flame devices are allowed.
- 2) No welding, soldering or brazing is allowed.

**Vehicles or Trailers on Display:**

- 1) Vehicles must contain less than 5 GALLONS of fuel.
- 2) The fuel fill cap must be taped over.
- 3) The battery must be disconnected.

**Fueled Accessories (Generators, Blowers, Chain Saws, etc.):**

- 1) Must not be running or operable
- 2) Batteries disconnected if applicable
- 3) Little or no fuel in the fuel tank
- 4) The fuel tank must be taped over

**THE FIRE CHIEF MUST APPROVE THE DISPLAY OR USE OF FLAMMABLE AND/OR  
COMBUSTIBLE LIQUIDS**

**PLEASE NOTE:**

*This is not a complete listing of the fire regulations, only an example of commonly violated regulations. The Fire Chief may modify the above regulations. The fire Chief has the ultimate authority of regulations by Local & State Law.*

**Fire Prevention Bureau, City of Oshkosh Fire Department  
(920) 236-5241**

**[fireprevention@ci.oshkosh.wi.us](mailto:fireprevention@ci.oshkosh.wi.us)**

**SUNNYVIEW EXPO CENTER  
PROCEDURES FOR ELECTRICAL AND WATER HOOK-UPS**

The following procedures are put in place as per Administrative Directive by the Winnebago County Parks Committee, to comply with City of Oshkosh and State of Wisconsin electric and water utility municipal codes. Lessee's with questions concerning these procedures may contact the Winnebago County Parks Department. Please call (920) 232-1960.

**Procedures for Electrical Hook-ups**

In compliance with regulations stated in the National Electric Code – Article #525.13, and permit requirements for the City of Oshkosh, Expo Center management will not take an active role in administering the direct hook-up of portable wiring systems into the Expo Center's electrical services. Portable wiring systems requiring direct wiring into the Expo Center's electrical service for each device or each vendor must be checked by an independent electrician, contracted by the Lessee, and licensed for the City of Oshkosh, prior to being directly hooked-up. The contracted electrician will inspect the integrity of each of the vendor's external wiring systems and, given his discretion, proceed to hook the portable wiring system into the Expo Center's electrical services using a specified connector. In addition, vendors are required to have said electrician present to administer the disconnection of said portable wiring systems from the Expo Center's electrical services.

In situations where *standard plug-ins* are used to draw electricity, be aware that the Winnebago County Electrician will have final say in determining how to resolve situations where vendors have exceeded the amperage load capacity of the electrical service they are plugged into. Furthermore, all portable wiring systems are required to be of materials consistent with an extra hard usage cord (Black SO).

Finally, vendors not in compliance with Article #525.13 will be required to make the appropriate adjustments at their own costs, before being permitted access to a power source. Also, vendors who attempt to circumvent these procedures will have their power turned-off and may be denied future hook-up(s).

HVAC equipment is also under the jurisdiction of the County Facilities Department.

**Procedures for Water Hook-ups**

The City of Oshkosh supplies the Expo Center with a safe water source. In return, the Parks Department is required by state and local ordinances and codes to continue to insure the safety of the water as it is distributed throughout the Expo Center grounds.

In order to be in compliance with these state and local mandates, the Expo Center management requires all vendors to follow regulations detailed in the Department of Commerce Administrative Code - Article 82.41 regarding cross connection control (see attachment).

As a means to assure enforcement of Article 82.41, all vendors hooking up to an Expo Center water source will be required to have their hook-up system(s) checked by the Winnebago County Plumber, prior to being connected. This individual will inspect the integrity of the vendor's water hook-up system(s) and, given his discretion, proceed to hook the system(s) into an Expo Center water outlet using an appropriate hose connection vacuum breaker(s) supplied

by the vendor (see attachment). Vendors may disconnect their own systems at the conclusion of an event.

In addition, all vendors serving carbonated drinks will be required to have in use, an appropriate backflow preventer for carbonated beverage machines (see attachment). Prior to hook-up, the Winnebago County Plumber will examine such fixtures to determine compliance with Article 82.41. Vendors found to have an unacceptable backflow preventer(s) will be required to replace said fixture(s) at their cost, before being hooked-up.

Finally, by order of the City of Oshkosh Superintendent of Water Utilities, "No unauthorized person shall open any fire hydrants, nor shall any person obstruct or interfere with the use of any fire hydrant. Authorized personnel would be: Fire Department and Water Utility personnel."

Vendors who attempt to circumvent any of the aforementioned procedures, may be denied access to a water source for the duration of the event.

#### **Electrical and Plumbing Emergency Procedures**

Due to the transfer of the Parks Department Electrician and Parks Department Plumber to the Facilities and Property Management Department, beginning in 2009 the procedure for emergent situations will be thus. As before, in the event of an emergency of an electrical or plumbing nature the Lessee is to contact the Expo Staff on site. If no Expo Staff is on site a call is to be placed to the Assistant Expo Manager's or the Expo Operations Supervisor's County cell phone. In turn the Assistant Expo Manager or Expo Operations Supervisor will begin a process whereby the resources of the County's Facilities and Property Management Department will begin to be employed in order to address the emergency. Once a description of the situation has been passed on to the Facilities and Property Staff the department supervisor will issue a response that Expo Staff will summarily convey to the Lessee. This dialogue will give the status of the Facilities and Property Management Department's position as it relates to how and when the problem will be addressed.



## Effective Severe Weather Planning Strategy for Families, Large Outdoor Events, and Businesses



<b>Plan</b>	<p>Use this guide to <b>develop a weather safety plan</b>. Address each weather threat as it applies to your home, your location and your employees (flood, hail, blizzard, extreme heat/cold, tornado, and extreme wind).</p> <p>Consider time of day when safety planning.</p> <ul style="list-style-type: none"> <li>● Peak tornado occurrence is 4-9 pm</li> <li>● Peak high wind occurrence is 4-9 pm</li> </ul>
<b>Practice</b>	<p><b>Awareness training</b>—Conduct meetings to make sure everyone knows the plan.</p> <p>Practice the plan—conduct awareness briefings/drills:</p> <ul style="list-style-type: none"> <li>● Evaluate time needed to shelter</li> <li>● Evaluate suitability of shelters</li> </ul> <p>Other ways to prepare:</p> <ul style="list-style-type: none"> <li>● Severe Weather Awareness Week—participate in tornado drill day</li> <li>● Attend storm spotter training</li> </ul>
<b>Monitor</b>	<p>Have a designated <b>Weather Watcher</b> to monitor the sky and NWS “watches” and “warnings.”</p> <p>Available information, before, during, after a storm:</p> <ul style="list-style-type: none"> <li>● Outlook: what to expect that day</li> <li>● Watch: within a few hours</li> <li>● Warning: severe thunderstorm, tornado within an hour (or minutes!)</li> <li>● Have a NOAA Weather Radio available to monitor severe weather information</li> <li>● Online weather information—<a href="http://www.weather.gov/grb">http://www.weather.gov/grb</a></li> <li>● Smart phone app to monitor the weather and receive warnings</li> </ul> <p>Two-way communication:</p> <ul style="list-style-type: none"> <li>● Get information from your weather watchers</li> <li>● Get the word out to family members, your employees, and spectators/participants</li> </ul>
<b>Act</b>	<p><b>Be proactive.</b></p> <p>Establish sheltering/response criteria:</p> <ul style="list-style-type: none"> <li>● Based on watches, warnings, reports, other?</li> <li>● Consider how much time you need for people to reach shelter</li> </ul> <p>How will action be initiated?</p> <ul style="list-style-type: none"> <li>● Means of communication</li> <li>● Backup plan</li> </ul> <p>Where will people go?</p> <p>Appropriate shelter? Recommended safe rooms:</p> <ul style="list-style-type: none"> <li>● Interior of building</li> <li>● Room without windows</li> <li>● Roof tied to walls; walls tied to foundation</li> <li>● Protection from “missiles” (flying objects)</li> <li>● FEMA safe room guidelines—<a href="http://www.fema.gov/safe-rooms">http://www.fema.gov/safe-rooms</a></li> <li>● NWS school/building safety—<a href="http://www.weather.gov/grb/schools">http://www.weather.gov/grb/schools</a></li> </ul> <p>Enough space?</p> <ul style="list-style-type: none"> <li>● Visitors, especially large groups</li> <li>● People leading the group must have and know the safety plan</li> <li>● Enough time to get there</li> <li>● How will you communicate an “all-clear”?</li> </ul>

I-41 ALT

76

Jackson St

Showview Ln

Showview Ln

Showview Ln

Winnebagoland BMX



121-102022

**RESOLUTION:** Authorize the Sheriff's Office to accept a \$113,209.00 Local Law Enforcement Agency Initiative Grant from the State of Wisconsin to be used for specialized training, equipment, and recruitment incentives

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

**WHEREAS**, In March of 2022 the Governor of Wisconsin announced grant funding totaling \$19 million allocated to every local and tribal law enforcement agency across the state; and

**WHEREAS**, the mechanism for receiving the funding first became available on August 16, 2022; and

**WHEREAS**, the program is intended to provide law enforcement agencies with additional resources to help offset specific costs; and

**WHEREAS**, the funds for this program have specific uses to reimburse the costs of providing specialized training; and

**WHEREAS**, the funds for this program have specific uses equipping law enforcement officers, jail personnel and dispatchers; and

**WHEREAS**, the program provides funding for recruitment incentives for hiring law enforcement officers, jail personnel, and dispatchers; and

**WHEREAS**, the Winnebago County Sheriff's Office total allocation is \$113,209; and

**WHEREAS**, the Winnebago County Sheriff's Office will designate \$34,000 of the total allocation towards recruitment incentives; and

**WHEREAS**, all grant funds must be used before June 30, 2023.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Office to accept a \$113,209.00 Local Law Enforcement Agency Initiative Grant from the State of Wisconsin.

**FISCAL IMPACT:** The fiscal impact is \$113,209 in revenue from the State of Wisconsin.

Respectfully submitted by:

**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: August 25, 2022

FROM: Sheriff John Matz

RE: State of Wisconsin Law Enforcement Agency Initiative Grant

## **General Description:**

Authorize the Sheriff's Office to accept a \$113,209.00 State of Wisconsin Law Enforcement Agency Initiative Grant for training, equipment, and recruitment incentives.

## **Action Requested:**

Motion to approve resolution for acceptance of the \$113,209.00 grant from the State Wisconsin Law Enforcement Agency Initiative program.

## **Procedural Steps:**

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Judiciary \_\_\_\_\_ Meeting date: 9/12/2022

Action taken: \_\_\_\_\_ APPROVED \_\_\_\_\_ Vote: 5-0

Other Committee: Personnel and Finance \_\_\_\_\_ Meeting date: 10/06/2022

Action taken: \_\_\_\_\_ APPROVED \_\_\_\_\_ Vote: 4-0

County Board \_\_\_\_\_ Meeting date: 10/11/2022

## **Background:**

In March of 2022 Governor Evers announced a new investment for law enforcement agencies statewide, which included \$19 million allocated to each and every local and tribal law enforcement agency across the entire state. The allocation for each law enforcement agency is based on the size of the population served. The Winnebago County Sheriff's Office portion is allocated at \$113,209. The State provided mechanism for receiving the funding first became available on August 16, 2022.

This reimbursement program is intended to provide law enforcement agencies with additional resources within specific grant parameters to cover costs associated with recruitment incentives, training, testing, and equipping law-enforcement officers as well as updating certain technology and policies and crime-reduction initiatives.

## **Policy Discussion:**

The Sheriff's Office plans to use this generous allocation to assist in funding programs that have been fiscally outside of the realm of possibility, as they have been cost-prohibitive. Within the regular budget, the Sheriff's Office has not been in a position to absorb additional costs, and has routinely had to make staffing cuts to meet budget constraints. To give some perspective, the Sheriff's Office had 208 FTE positions on the Table of Organization in 2019. The proposed Table of Organization for 2023 contains 193

FTE positions. This is a reduction in 15 FTE positions in a four-year time span in an effort to meet the fiscal restraints imposed by tax levy limits.

The funds from this program have specific uses and can be used to reimburse the costs of providing training to help reduce violence and improve community safety, including programs to train officers in any of the following subject areas: crisis intervention, including training for interactions with individuals suffering from mental illness and addiction; resiliency and suicide prevention; use-of-force options and de-escalation tactics, including scenario-based training aimed at stabilizing potentially dangerous situations to allow more time and options for safe resolution; implicit bias; active bystander training; the emergency detention process; homicide investigation; any annual recertification training required by the Wisconsin Law Enforcement Standards Board; and costs related to training and equipping K9 teams.

**Attachments:**

Attachment 1-Resolution

Attachment 2-Budget Transfer

## September 2022

DEPARTMENT NAME

Date \_\_\_\_\_

9-12-27

10/6/22

4-0

10-10-22

**Committee Vote:**

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

[illegible]

LAW ENFORCEMENT AGENCY GRANT

Page 1

122-102022

**RESOLUTION:** Authorize the Sheriff's Office to re-accept a \$15,250.00 Aligned Law Enforcement Response Teams Special Weapons and Tactics (ALERT SWAT) Grant from the Department of Homeland Security for a February 2022 SWAT Commander course that was originally approved under Resolution No., 235-112021

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

**WHEREAS**, the Winnebago County Sheriff's Office was awarded an ALERT SWAT grant from the Department of Homeland Security in the amount of \$15,250 in November 2021; and

**WHEREAS**, this grant was used to host the National Tactical Officer Association Commander 1 Course in February 2022; and

**WHEREAS**, the funds from this grant were not carried over from 2021 to 2022; and

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Office to re-accept an ALERT SWAT grant from the State of Wisconsin Emergency Management, Department of Homeland Security in the amount of \$15,250, and appropriate the funds to for the SWAT Commander 1 course held in February 2022.

**FISCAL IMPACT:** The fiscal impact is \$15,250 in revenue from the State of Wisconsin.

Respectfully submitted by:

**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

Committee Vote: **5-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive







# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: August 31, 2022

FROM: Sheriff John Matz

RE: Wisconsin Emergency Management ALERT Reimbursement Grant (2021 re-do)

## **General Description:**

A \$15,250 Wisconsin Emergency Management ALERT grant for a SWAT Commander course was originally approved under Resolution No., 235-112021. The training was completed and the county has received reimbursement. However, to procedurally close the grant, a budget carryover from fiscal year 2021 to 2022 needs to be approved by the County Board of Supervisors.

## **Action Requested:**

Motion to approve a resolution for the acceptance of \$15,200 grant from the Wisconsin Emergency Management

## **Procedural Steps:**

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Judiciary_____	Meeting date: 9/12/22
Action taken: __APPROVED_____	Vote: 5-0
Other Committee: Personnel and Finance_____	Meeting date: 10/06/22
Action taken: _____APPROVED_____	Vote: 4-0
County Board	Meeting date: 10/11/22

## **Background:**

This grant was approved in 2021 as follows:

### **Judiciary and Public Safety 10/11/2021**

7. Consideration (Vote): Accept Grant from Wisconsin Emergency Management to host a SWAT Commander Training Course in February 2022 – Sheriff John Matz Sheriff Matz stated the grant money will be used to host a regional SWAT team training. Labor is the only cost already budgeted for through the county for those employees who will be attending the training. A motion to approve the acceptance of the Wisconsin Emergency Management grant to host a SWAT Commander Training Course was made by Paul Eisen, seconded by Tom Ellis. Carried 4-0

### **Personnel and Finance 11/04/2021**

Budget Transfer – Sheriff's Office, \$15,250. Sheriff John Matz requested acceptance of a Homeland Security ALERT SWAT Leadership Training Grant. The funds would allow the Sheriff's Office to host the National Tactical Officer's Association SWAT Commander 1 Course in February. Vicki Schorse moved to approve, seconded by David Albrecht. Carried 5-0.

### **Full County Board 11/16/2021**

**RESOLUTION NO. 235-112021: Authorize the Winnebago County Sheriff's Office to Accept an Aligned Law Enforcement Response Teams Special Weapons and Tactics (ALERT SWAT) Grant from the Department of Homeland Security in the Amount of \$15,250, and Appropriate the Funds to Host a SWAT Commander 1 Course**

WHEREAS, the Winnebago County Sheriff's Office was awarded an ALERT SWAT grant from the Department of Homeland Security in the amount of \$15,250; and

WHEREAS, this grant will be used to host the National Tactical Officer Association Commander 1 Course.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Office to accept an ALERT SWAT grant from the Department of Homeland Security in the amount of \$15,250, and appropriate the funds to host a SWAT Commander 1 course.

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE; PERSONNEL & FINANCE COMMITTEE Motion by Supervisor Wingren, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

**Policy Discussion:**

This grant was approved and awarded in November 2021 and the commander course occurred in February 2022. The grant documents were properly submitted for reimbursement. The State of Wisconsin provided reimbursement for \$14,734.72 and this amount was deposited into the revenue account on 07/26/22. Because the grant crossed two calendar years, a budget carryover needs to be authorized.

**Attachments:**

Attachment 1-Resolution  
Attachment 2-Budget Transfer  
Attachment 3-Supporting Grant closeout documentation

**SHERIFF**

DEPARTMENT NAME

**ACCOUNT NUMBER**

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

ENTRY NUMBER

1 **123-102022**

2  
3 **RESOLUTION: Accept Grant Funding of \$10,575 and Approve Budget Amendment to Study the**  
4 **Implications of Transportation Access to and from School in Oshkosh**

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

8 **WHEREAS**, lack of affordable transportation emerged as an issue facing many Oshkosh middle and high  
9 school students in 2013; and

10 **WHEREAS**, in February 2020, the city of Oshkosh, Oshkosh Area School District, and private funders  
11 approved a two-year pilot program to provide rides to students in Oshkosh public and private k-12 schools free of  
12 charge on GO Transit, a public transit service; and

13 **WHEREAS**, due to the impact of COVID-19 and resulting school closures, the pilot program was extended  
14 for 1 year; and

15 **WHEREAS**, the pilot program is set to expire on May 31, 2023 unless a funding agreement can be reached;  
16 and

17 **WHEREAS**, funds will be used to pay a consultant and student intern to develop, conduct, and analyze surveys  
18 from focus groups to learn about transportation access experiences from students and parents; and

19 **WHEREAS**, a focus of this project will be to study how utilizing public transit has impacted overall well-being for  
20 students and families along with resulting financial implications.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
22 accepts grant funding of \$10,575 and approves a budget amendment to authorize the expenditure of these funds to  
23 study the implications of transportation access to and from school in Oshkosh.

24  
25 **Fiscal Note:** *The resolution will add \$10,575 to budgeted revenue and budgeted expense to the Public Health*  
26 *Department.*

27 Respectfully submitted by:

28 **BOARD OF HEALTH**

29 Committee Vote: **7-0**

30 Respectfully submitted by:

31 **PERSONNEL & FINANCE COMMITTEE**

32 Committee Vote: **4-0**

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

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35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

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38 \_\_\_\_\_  
39 Jonathan D. Doemel  
40 Winnebago County Executive



## **Winnebago County**

*The Wave of the Future*

DATE: August 15, 2022  
TO: Board of Health  
FROM: Doug Gieryn, Public Health Director  
RE: Qualitative Data Grant

### **Background:**

Lack of affordable transportation emerged as an issue facing many middle and high school students in Oshkosh in 2013. Transportation is crucial for people to be able to access opportunities and services, attend school, find stable and sustaining employment, and engage in community. Traditional school buses did not serve students in Oshkosh because the city has a public transit service, GO Transit. Increasing fares (\$1.50 per one-way ride with no discounted fares for students or families) were a significant barrier for students who relied on public transit to get to and from school, work, and activities.

The City of Oshkosh, Oshkosh Area School District, and private funders worked together and approved in February 2020 a two-year pilot program to provide rides to students in public and private K-12 schools in Oshkosh free of charge on GO Transit. Due to the impact of COVID-19, school closings, and virtual schooling, the pilot had a slow start and was extended to three years. Student ridership steadily increased and exceeded expectations with 7,688 rides provided in 2021 and 86,979 rides in 2022. The pilot program and free fares for students is set to expire in May 2023 unless a funding agreement can be reached.

The goal of this grant project will be to hear from students and parents in Oshkosh about transportation access to and from school. A focus of this project will be to learn how utilizing public transit has impacted overall well-being for students and families, financial implications, and opportunity to reach jobs and resources.

The current grant funding agreement with DHS runs to May 31, 2023. Funds will be used to pay a consultant and student intern to develop, conduct, and analyze surveys and focus groups to learn about transportation access experiences from students and parents. There will be a community event at the end of the project to share back the findings.

### **Policy Discussion:**

This program is fully grant funded.

### **Requested Action:**

To approve the budget transfer for allocation of the qualitative data grant funds.

### **Committee Action:**

JON DOEMEL  
COUNTY EXECUTIVE



## **Winnebago County**

*The Wave of the Future*

*August 19 Board of Health - 7-0*

## Public Health

DEPARTMENT NAME

ACCOUNT NUMBER

**Organization Information**

<b>Project Title</b>	Student Engagement to Improve Transportation Access in Oshkosh
<b>Agency Name</b>	Winnebago County Health Department
<b>Point of Contact</b>	Sarahjean Schluechtermann
<b>Email Address</b>	sschluechtermann@co.winnebago.wi.us
<b>Phone</b>	920-232-3013
<b>Mailing Address</b>	112 Otter Ave Oshkosh, WI 54901



## **Student Engagement to Improve Transportation Access in Oshkosh**

Lack of affordable transportation emerged as an issue facing many middle and high school students in Oshkosh in 2013. Transportation is crucial for people to be able to access opportunities and services, attend school, find stable and sustaining employment, and engage in community. Traditional school buses did not serve students in Oshkosh because the city has a public transit service, GO Transit. Increasing fares (\$1.50 per one-way ride with no discounted fares for students or families) were a significant barrier for students who relied on public transit to get to and from school, work, and activities.

Local groups, families, and students came together to advocate for no-cost transportation for middle and high school students to safely get to school, a program that has been offered by Appleton School District and other districts in our area. The City of Oshkosh, Oshkosh Area School District, and private funders worked together and approved in February 2020 a two-year pilot program to provide rides to students in public and private K-12 schools in Oshkosh free of charge on GO Transit. Due to the impact of COVID-19, school closings, and virtual schooling, the pilot had a slow start and was extended to three years. Student ridership steadily increased and exceeded expectations with 7,688 rides provided in 2021 and 86,979 rides in 2022. The pilot program and free fares for students is set to expire in May 2023 unless a funding agreement can be reached.

Families suffered negative financial and social impacts such as loss of income, limited access to child care, housing challenges, and lack of access to needed community resources due to the impacts of COVID-19. Families in Oshkosh have shared anecdotally that not having childcare options during the pandemic limited their ability to coordinate transportation for older children. Additionally, high school students may have had to find jobs in addition to attending school to help with family expenses. Access to no-cost rides on GO Transit helped these students access jobs without an additional cost burden.

The goal of this grant project will be to assess the impact of the three-year student busing pilot on overall well-being for students and families, financial benefit to households utilizing the pilot in Oshkosh, increased opportunity to jobs and resources, and social impact due to increased connection and engagement of students and families. Additionally, this project will help us better understand how COVID-19 played a role in addressing transportation barriers on households with students. The findings from this project will help inform City of Oshkosh and Oshkosh Area School District decisions to extend or make permanent the student busing program in the city.

Activities of this project will include:

- Development of a team comprised of students, parents, community partners, health department intern, and a consultant to develop two surveys for student riders and families/households and to develop focus group questions to understand the impact of the free fares.
- Conduct surveys and listening sessions at schools, Oshkosh Boys and Girls Club, Oshkosh Public Library, and other community partners.
- Analyze data from surveys and listening sessions. Engage team to develop themes and prioritize findings.
- Communicate findings through the development of a report and presentations with schools, city staff, elected officials, and funders.

Engagement and leadership of students and families impacted through the busing pilot will be a critical component of this grant project. Survey participants will be compensated for their time with a \$10 VISA gift card and listening session participants will receive a \$25 VISA gift card for participation. We seek technical assistance through this grant to build skills and capacity in qualitative data analysis of the survey and listening sessions. Winnebago County Health Department has experience with qualitative data and we look to improve equity and analytical quality in our analysis.

	<b>Project Budget</b>	<b>Total</b>
1	Personnel (Direct Labor) <ul style="list-style-type: none"> <li>Health Department Intern- 210 hours at \$20/hour</li> </ul>	\$4200
2	Fringe Benefits	
3	Travel	
4	Equipment	
5	Incentives \$10 gift cards for survey participants (200 students and 100 parents) + \$5 activation fee \$25 gift cards + \$5 activation fee for listening session participants (5 listening sessions with 10-15 students per session and 4 listening sessions with 5-10 parents/guardians)	\$4500 for survey \$3450 for listening sessions
6	Supplies and Materials <ul style="list-style-type: none"> <li>Bus tokens (\$175) for non-students as a barrier reduction to be able to attend listening sessions and community event</li> <li>Graphic design (\$2000) and printing (\$1500) of final report to share back with elected officials and community members</li> <li>Room rental and supplies (\$1000) for community event to share back findings</li> </ul>	\$4675
7	Consultants <ul style="list-style-type: none"> <li>Consultant - 120 hours at \$75/hour               <ul style="list-style-type: none"> <li>Lead a small team to develop and set up two surveys, one for student riders and one for families/households, to understand the impact of free fares</li> <li>Lead a small team to develop and set up interviews/focus groups with student riders</li> <li>Work with a team to develop communications plan to share findings</li> <li>Collect data from schools and other community partners (Boys and Girls Club, library, employers of high school students) to assess the impact of free fares</li> </ul> </li> </ul>	\$9000

8	Contracts and Sub-Grantees	
9	Other Direct Costs	
10	Indirect Costs	
	<b>Total:</b>	<b>\$25,825</b>

124-102022

**RESOLUTION:** Approve the extension of current project employees working for the Winnebago County Health Department past their two-year limit and the previous 12/30/2022 extension

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

**WHEREAS**, during the COVID-19 pandemic the Winnebago County Health Department found a need to hire temporary staff to assist with its response. Duties included: contact tracing, disease and outbreak management, communications, data analytics, planning for testing and vaccination efforts, administration of vaccines and much more; and

**WHEREAS**, the longevity of the pandemic resulted in the continual utilization of this staff and warranted their conversion from temporary staff to project employee status after 26 weeks; and

**WHEREAS**, Winnebago County Human Resource handbook states project employees 'may be used for a maximum of two years.' That provision is in place to assure that if a department is truly in need of an employee for that long, the employee be reclassified as a regular employee; and

**WHEREAS**, given the tenacity of the pandemic a request to extend project employees past the two-year limit was made in April 2022 for a limited number of project employees and this request was approved with a deadline of December 30, 2022; and

**WHEREAS**, COVID-19 continues to be an issue especially for our most vulnerable populations (those residing in long term care settings such as nursing homes, daycares, etc.); and

**WHEREAS**, the Winnebago County Health Department is managing outbreaks in those settings with the assistance of project employees. Furthermore, the Winnebago County Health Department continues to provide multiple access points for vaccines. The Winnebago County Health Department is anticipating a surge in vaccine seekers as a new bivalent COVID-19 vaccine will be available soon. Finally, some project employees are assisting with the monkeypox outbreak; and

**WHEREAS**, Projects employees not only allow for the Winnebago County Health Department to respond promptly to the situations outlined above but also allow our permanent employees to transition back to their regular job responsibilities, much of which was put on hold due to the pandemic; and

**WHEREAS**, the Winnebago County Health Department has funding from various sources to continue to support the COVID-19 response and the extension of project employees past their two-year limit. An extension past 12/30/2022 will not result in any budgetary issues. Funding for COVID-19 currently has a deadline of October 2024.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves the extension of current project employees working for the Winnebago County Health Department past their two-year limit and the previous 12/30/2022 extension.

**Fiscal Note:** *No budget transfer is necessary. Wages and benefits for these employees are included in the 2022 adopted budget and the 2023 Executive budget.*

Respectfully submitted by:

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**BOARD OF HEALTH**

Committee Vote: **7-0**

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **3-1**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive



## **Winnebago County**

*The Wave of the Future*

DATE: August 24, 2022

TO: Personnel and Finance

FROM: Doug Gieryn, Public Health Director

RE: Extending Project Employees past two-year limit

### **Background:**

During the COVID-19 pandemic the Winnebago County Health Department (WCHD) found a need to hire temporary staff to assist with the response. Roles included: contact tracing, disease and outbreak management, communications, data analytics, planning for testing and vaccination efforts, administration of vaccines and much more.

The longevity of the pandemic resulted in the continual utilization of these staff and warranted their conversion from temporary staff to project employee status after 26<sup>th</sup> weeks. As the HR handbook indicates, project employees 'may be used for a maximum of two years.' That provision is in place to assure that if a department is truly in need of an employee for that long, the employee should be reclassified as a regular employee.

However, the pandemic posed a challenge to that provision as no one imagined it would last longer than two years. As such, a request to extend project employees past the requisite two-year limit was made (April 2022) for a limited number of project employees whose end date was approaching. This request was approved with a deadline of December 30, 2022.

Unfortunately, COVID-19 continues to be an issue especially with our most vulnerable populations, namely those residing in long term care settings such as nursing homes, daycares, etc. WCHD is managing outbreaks in those settings with the assistance of project employees. Furthermore, WCHD continues to provide multiple access points for vaccines and this effort requires the work of project employees to staff and coordinate the vaccine clinics during both the work week and weekends. In addition, WCHD is planning for a surge in vaccine seekers as news of a new bivalent COVID-19 vaccine will soon be available. Finally, in addition to COVID-19 response efforts, some project employees are assisting with the monkeypox outbreak as well as other tasks.

Project employees not only allow for WCHD to respond promptly to these situations but also allow our permanent employees to transition back to their routine work, much of it was put on hold due to the pandemic.

WCHD has funding from various sources to continue to support COVID-19 response and the extension of project employees past their two -year limit (and an extension past 12/30/22) will not result in any budgetary issues. Funding for COVID-19 currently has a deadline of October 2024. Currently there are four project employees whose contract will have to end on 12/20/2022 unless an extension is granted. These project employees provide invaluable work in the pandemic response and their departure, if an



## **Winnebago County**

*The Wave of the Future*

extension is not granted, would result in permanent staff returning to work on pandemic response and additional duties for many regular staff in leadership to continue to provide both COVID and non-COVID related services to our clients.

WCHD has supported project employees to interview for permanent positions within the county and some have successfully found a position. WCHD hired one of the nurses that initially was a project employee with the COVID-19 response team when WCHD had an opening for a nurse. Others have interviewed with other departments.

Currently WCHD employs 10 project employees, four of which will not be able to continue to work with WCHD if an extension is not granted past 12/30/2022. The other six project employees' contracts have 2023 or 2024 contract end dates.

### **Policy Discussion:**

The Winnebago County Human Resources Handbook lists the different types of employees and their definitions.

*Under Human Resources Policy 3.03, Project employees may only be employed as such for a maximum of two years. An extended COVID-19 pandemic response is putting some well-seasoned and valued staff at risk of termination. These staff are funded with grant dollars for the pandemic response.*

### **3.03 Employee Types**

Employee types are governed by the following definitions:

**Full-Time Regular** – A Full-time Regular Employee is one assigned to a position on the County Table of Organization and who is ordinarily scheduled to work at least 37.5 hours per week on average.

**Part-Time Regular** – A Part-time Regular Employee is one assigned to a position on the County Table of Organization and who is ordinarily scheduled to work less than 37.5 hours per week on average, or to whom is assigned a base schedule averaging less than 37.5 hours per week.

**Regular Project** – A Regular Project Employee is a full-time or part-time employee hired for a particular project, or to fill a vacancy expected to last more than six months, or in other special circumstances where it is desirable to add staff for a particular temporary need without adding a permanent position to the table of organization. A Regular Project Employee may only be used upon a showing that the department has sufficient available funding, and is considered a regular employee for benefit purposes. A Regular Project Employee for a particular project or need may be used for a maximum of two years, and when a Regular Project Employee has been used for two years another may not be used for the same project or purpose without adding the position to the table of organization.

**Temporary/Seasonal** – A Temporary or Seasonal Employee is one hired for a particular project, purpose or season, which will not include work during more than 26 weeks in any calendar year. A temporary or seasonal employee who works during 26 weeks during a calendar year will be removed from the payroll at the end of the 26th week, and will not become a regular employee unless hired for a regular position.





## **Winnebago County**

*The Wave of the Future*

**Casual** – Casual Employees work on an incidental or on-call basis when needed, with no expectation of regular hours of work.

**Client/Restitution** -- A Client or Restitution Employee is one hired through a program administered by a County department or for the purpose of providing restitution, and are governed by the rules pertaining to the sponsored program.

The alternatives to not suspending the two-year limit for project employees are:

- Discontinue employment and recruit new staff. WCHD would lose experience, capacity and incur costs of recruitment and training of new staff. Dismissive of the commitment to serve our community in crisis.
- Hire on as regular employees. This would require a table of organization change and funding is not secure to support the positions once grant funding is no longer available.

### **Requested Action:**

To approve the extension of current project employees working for WCHD past their two-year limit (as well as past the previous extension granted before which is to expire on 12/30/2022). This extension will not remain past October 2024 which is when grant dollars are set to expire.

### **Committee Action:**

*The Board of Health took up this resolution on August 19, 2022 and voted 7-0 in favor of suspending the project employee limit of two years for the pandemic response with an end date of October 2024.*

1 **125-102022**

2  
3 **ORDINANCE:** Amend Winnebago County General Code Section 1.12 (10) to provide per diem payment  
4 and expense reimbursements to non-supervisors who are not acting within the scope of  
5 their employment or office in so doing  
6  
7

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

9 **WHEREAS**, Winnebago County General Code section 1.12 sets forth procedures relating to collecting per diem  
10 and mileage expenses while attending to county business; and

11 **WHEREAS**, Winnebago County General Code 1.12(10) states that "Non-supervisors who are duly appointed to  
12 serve on the following committees, boards, and commissions who are not acting within the scope of their employment or  
13 office in so doing, shall be eligible for the same per diem payments and expense reimbursements as supervisors:

- 14 (a) Board of Adjustment
- 15 (b) Land Conservation Committee
- 16 (c) Solid Waste Management Board
- 17 (d) Committee on Aging
- 18 (e) Health Board
- 19 (f) Public Safety Building Board- Members at Large
- 20 (g) Information Systems Committee
- 21 (h) Grievance Review Board
- 22 (i) Veteran Service Commission
- 23 (j) Housing Authority

24 **WHEREAS**, Winnebago County General Code 1.12 (11) states " This ordinance shall be effective as of  
25 September 1, 2001; and

26 **WHEREAS**, the Diversity Affairs Commission and the American Rescue Plan Act Commission were created  
27 after 9/1/2001; and

28 **WHEREAS**, it is just and equitable for all non-supervisors who are duly appointed to serve on Winnebago  
29 County committees, board and commissions who are not acting within the scope of their employment or office to receive  
30 the same compensation; and

31 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it ordains that  
32 section 1.12 (10) of the Winnebago County General Code is hereby amended and should read as follows: "Non-  
33 supervisors who are duly appointed to serve on committees, boards, and commissions who are not acting within the  
34 scope of the employment or office in so doing, shall be eligible for the same per diem payments and expense  
35 reimbursements as supervisors.

36 **Fiscal Note:** *A budget transfer will not be needed if this amendment becomes effective in 2023.*  
37

38 Respectfully submitted by:

39 **STEVEN BINDER, DISTRICT 13**  
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41 Respectfully submitted by:

42 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

43 Committee Vote: **5-0**

44 Vote Required for Passage: **Majority of those members present**

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46 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2022.

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Jonathan D. Doemel  
Winnebago County Executive