

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, DECEMBER 19, 2023 @ 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/85954800580?pwd=eTZEREtXek5BMzBtSWxVRzIITFRrZz09>

Passcode: W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 859 5480 0580

Passcode: 496887

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, December 19, 2023, 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:

- A. Call to Order**
- B. Roll Call**
- C. Pledge of Allegiance**
- D. Invocation – Supervisor Karen Powers**
- E. Adopt Agenda**
- F. Public Comments**

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.

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

G. Communications, Petitions, Memorials, Accounts, Commendations, Etc.

- 1. Resolution from Other County:
 - Green Lake County – Resolution No. 23-2023 – "Resolution in Opposition to Wisconsin Legislative Reference Bureau 2023 Bill Proposal LRB-3518/1"
 - Sawyer County – Resolution No. 2023-27 – "Resolution on Enhanced Wake Regulations"
- 2. Petition for Zoning Amendment:
 - 001 – Patron Properties, LLC, Town of Neenah; rezone from A-2 (General Agriculture District) to I-1 (Light Industrial District) for tax parcel no. 010-0298-07
 - 002 – Lisa Kuznacki and Steve & Kathleen Rieth, Town of Winneconne; rezone from R-2 (Suburban Residential District) for Lot 1 and R-2 & R-1 (Suburban Residential District and Rural Residential District) for Lot 2 to R-2 (Suburban Residential District) for Lot 1 and R-1 (Rural Residential) for Lot 2 for tax parcel nos. 030-0053-05 & 030-0813
- 3. Commendations for Dipti Ringwala and Joby Wolfram

H. Reports from Committees, Commissions and Boards

I. County Executive's Report

- Winnebago County Property Tax Levy Update
- Strategic Planning Next Steps
- County Employee Recognition

J. County Executive's Appointments

- **Board of Adjustment**
 - Tom Verstegen, Black Wolf
- **Board of Health**
 - Kim Malouf, Oshkosh
- **Grievance Review Board**
 - Linda Tipler, Winneconne

- **Human Services Board**
 - Supervisor Kay Horan, Supervisor Rebecca Nichols, Supervisor Ed Jeziorny, and Harold Singstock - Oshkosh
- **Winnefox Library System Board of Trustees**
 - Katherine Freund, Larsen

K. County Board Chairman's Report

L. Neighborhood Investment Fund Grant Recipient Presentations

- Habitat for Humanity of Oshkosh – Tom Simon
- Solutions Recovery – Trevor Fenrich
- Homelessness Eviction and Loss Prevention Program – Beth Roberts

M. Update on ARPA/Spirit Fund by Beth Oswald

N. CONSENT CALENDAR

Consent Calendar Items are those items of a Routine Administrative Nature that are Voted on by the Winnebago County Board of Supervisors in a Single Roll Call Vote. Staff Recommends Approval of all Items. Any Winnebago County Board of Supervisor may Request that an Item be Removed from the Consent Calendar for Discussion. Questions relating to items on the Consent Calendar do not require the item be removed from the Consent Calendar if a satisfactory answer is provided.

1. Approval of Proceedings from October 30, October 31, and November 1, 2023, Budget Hearings of the Winnebago County Board of Supervisors
2. Approval of Proceedings from November 21, 2023, Adjourned Session of the Winnebago County Board of Supervisors

ZONING & ORDINANCES

3. Amendatory Ordinance No. 12/001/23 – Jay R. Schultz, Town of Clayton – Rezoning from R-1 (Rural Residential District) to A-2 (General Agriculture District) for tax parcel no. 006-0403-04
4. Amendatory Ordinance No. 12/002/23 – Kristi Dercks, Town of Winchester – Rezoning from A-2 (General Agriculture District) to R-1 (Rural Residential District) for tax parcel no. 028-0920-03
5. Amendatory Ordinance No. 12/003/23 – Winnebago County, Town of Vinland – Rezoning from Shoreland to P-1 (Institutional and Recreational Park District) for tax parcel no. 026-0099-01
6. Amendatory Ordinance No. 12/004/23 – Sally Reinert, Town of Vinland – Rezoning from Shoreland to R-1 (Rural Residential District) for tax parcel no. 026-0097

RESOLUTIONS & ORDINANCES

7. Resolution No. 290-122023: **Commendation for Dipti Ringwala**
Submitted by: PERSONNEL & FINANCE COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**
8. Resolution No. 291-122023: **Commendation for Joby Wolfgram**
Submitted by: PERSONNEL & FINANCE COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**
9. Ordinance No. 292-122023: **Amend Winnebago County General Code Section 5.04(2)(a) pertaining to Cremation Permit Fees**
Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**
10. Ordinance No. 293-122023: **Amend Winnebago County General Code Chapter 19.24-11 "Boat Landing Trailer Parking Permit Fees" to Include the Proposed Fee Schedule for the Winnebago County Public Boat Landings**
Submitted by: PARKS & RECREATION COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**

(Consent Agenda continued)

- 11. Resolution No. 294-122023: Approve Airport Hangar Lease Renewal between Kevin Green and Winnebago County**

Submitted by: AVIATION COMMITTEE

Vote Required: **MAJORITY OF MEMBERS PRESENT**

- 12. Resolution No. 295-122023: Approve Airport Hangar Lease Renewal between Katherine Stanis and Winnebago County**

Submitted by: AVIATION COMMITTEE

Vote Required: **MAJORITY OF MEMBERS PRESENT**

O. RESOLUTIONS & ORDINANCES

- 1. Resolution No. 296-122023: Authorize the Use of \$52,500 from the National Opioid Abatement Settlement Fund for the Sheriff's Office Program Contracting with Solutions Recovery, Inc. for an On-Site Liaison for the Sobriety Treatment Assisted Recovery (STAR) Program**

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Vote Required: **TWO-THIRDS OF MEMBERSHIP**

- 2. Resolution No. 297-122023: Authorize the Use of \$60,000 from the National Opioid Abatement Settlement Fund for the Sheriff's Office Program Contracting with Solutions Recovery, Inc. for an On-Site Liaison for the Sobriety Treatment Assisted Recovery (STAR) Program for the Calendar Year 2024**

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Vote Required: **TWO-THIRDS OF MEMBERSHIP**

- 3. Resolution No. 298-122023: Adopting Revisions to Winnebago County Compensation Schedule for 2024**

Submitted by: PERSONNEL & FINANCE COMMITTEE

Vote Required: **MAJORITY OF MEMBERS PRESENT**

- 4. Resolution No. 299-122023: Authorizing Winnebago County to Remain a Party to the McKinsey Opioid Settlement Agreement**

Submitted by: SUPERVISOR CONLEY HANSON, District 26
SUPERVISOR TOM EGAN, District 33

Vote Required: **MAJORITY OF MEMBERS PRESENT**

P. ADJOURN

Respectfully Submitted,
Julie A. Barthels
Winnebago County Clerk
(920) 232-3431

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**

**ANNUAL BUDGET SESSION
October 30, October 31, and
November 1, 2023**

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

Printed by authority of the Winnebago County Board
Thomas J. Egan, Chairman Julie A. Barthels, Clerk

**WINNEBAGO COUNTY BOARD
ANNUAL BUDGET SESSION
MONDAY, OCTOBER 30, TUESDAY, OCTOBER 31, and WEDNESDAY, NOVEMBER 1, 2023**

*****MONDAY, OCTOBER 30, 2023*****

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

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

The following Supervisors were present: 34 – Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Bureau, Farrey, Harrison, Zastera, Egan, Nelson, and Miller; ABSENT: 1 – Robinson; VACANT: 1

Motion by Supervisor Albrecht, seconded by Supervisor Horan, to adopt tonight's agenda. CARRIED BY VOICE VOTE.

CORRESPONDENCE

County Clerk, Julie Barthels, presented the following correspondence:

Resolution from Outagamie County: 46-2023-24 "Approve to Request that the Wisconsin State Legislature Revise Wis. Stat. §66.0401 (1m) and Wis. Stat. §196.491, as Noted on the Resolution, to Grant Wisconsin Counties the Authority to Responsibly Site Utility-Scale Solar Installations, to Maintain Orderly Planning and Comply with the Statutory Requirement Laid Out in Wis. Stat. §66.1001 (3) to Adhere to the Objectives, Goals, and Policies Contained in the County's Comprehensive Plan" was referred to the Legislative Committee.

PUBLIC HEARING

Paul Eisen, Fox Crossing, would like to request an amendment to the Executive budget book by adding an additional appendix titled "ARPA / Spirit Fund".

Chairman Egan noted that the Budget Hearing had been properly noticed.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Farrey reported that a Legislative Committee meeting was held on Monday, October 23, 2023. The meeting was called to order and had to be adjourned due to lack of a quorum. The next meeting will be held in January, 2024.

Supervisor Horan reported that 4-H Pizza Pickup day is Saturday, November 4, 2024.

Supervisor Powers noted that there were three legislators that attended the Legislative meeting.

Supervisor Binder noted that there are other members of Committees that can attend the Legislative meeting if the Chairman is not able to attend.

Supervisor Defferding reported on his attendance to the Safe Streets Initiative meeting. Discussion was held regarding the diversion programs. Judge Gibbs was elected to be the new Drug Court Judge. The next meeting will be held on January 26, 2024, at noon.

Motion by Supervisor Stafford to suspend County Board Rule 11.6 for the entirety of the 2024 Budget Session. This rule states "All votes cast shall be cast only if the Supervisor is present at his or her desk in the officially designated county board / committee physical meeting space". The motion was seconded by Supervisor Dowling. Vote on Suspending Rule: AYES: 16 – Dowling, Nichols, Defferding, Ellenberger, Wise, Stafford, Floam, Gordon, Ernst, Hinz, Buck, Hanson, Gustafson, Farrey, Harrison and Zastera; NAYES: 17; ABSTAIN: 0; ABSENT: 1 - Robinson; VACANT - 2

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan reported that Supervisor Robinson was excused for this meeting.

Chairman Egan explained how the budget session will transpire.

COUNTY BOARD CHAIRMAN'S APPOINTMENT

Chairman Egan asked for the Board's approval of his appointment of George Bureau, Neenah, to the Winnebago County Board of Supervisor, District 29 position. Mr. Bureau will replace Supervisor Rachel Youngquist who resigned from her position.

Chairman Egan issued the oath to Supervisor Bureau, and he was seated as Winnebago County Board Supervisor, District 29.

Resolution No. 276-102023: Adopt 2024 Annual Budget for Winnebago County

Submitted by:

THOMAS EGAN, COUNTY BOARD CHAIRMAN

Motion by Supervisor Egan, seconded by Supervisor Farrey, to begin the budget process.

Presentation: Budgeting for Strategic Priorities and Outcomes – Chris Fabian, Resource X

Chris Fabian, CEO of Resource X, began his presentation on Priority Based Budgeting. This is a way to rethink your budget and how your resources are invested into the outcomes that you are trying to fulfill. Currently the county does the budget by line items. Priority based budgeting is meant to translate the line items to programs that are provided by the County. This would allow you to visualize the budget from a results first perspective. Next year the budget will look different with this program. It will show how line items relate to programs that departments use and it is something that is mandated by the State or other government entities. This will be a way to understand if new programs are needed to tackle emerging challenges or enhance current programs that need additional resources. Priority Based Budgeting will track costs and revenues under distinct programs, services, and activities to show how much is received or spent for that program.

Mr. Fabian 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.

COUNTY EXECUTIVE'S BUDGET PRESENTATION

Executive Doemel welcomed the Supervisors to the 2024 budget session. He proposed another year of equalized property tax rate reduction for 2024 by lowering the rate \$.39 to \$.384. With this budget, a major increase was due to county wages due to the new compensation plan passed in March. Another increase is due to several departments requesting new positions. Executive Doemel noted his strategy regarding the budget and where significant changes were made.

Executive Doemel began his presentation of his budget. Department heads were available to present their budgets and answer Supervisors' questions.

At approximately 9:00 p.m., motion by Supervisor Albrecht, seconded by Supervisor Robinson to recess until 8:30 a.m. on Tuesday, October 31, 2023. CARRIED BY VOICE VOTE.

*****ANNUAL BUDGET SESSION*****

TUESDAY, OCTOBER 31, 2023 (MORNING SESSION)

Chairman Tom Egan called the meeting of the Winnebago County Board of Supervisors Budget Session to order at 8:30 a.m. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and via ZOOM.

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

The following Supervisors were present: 31 –Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Albrecht, Gabert, Binder, Swan, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Farrey, Harrison, Zastera, Egan, Nelson, and Miller; Absent: 2 – Stafford and Robinson; ZOOM: 2 - Dowling and Bureau; VACANT: 1.

PUBLIC HEARING

Supervisor Paul Eisen, Fox Crossing – District 4, noted that the County Executive told the board that he formulates the budget and the county board makes amendments. Mr. Eisen noted the requests made by Department Heads that were turned down by the County Executive. Mr. Eisen wants to inform the board that the county board has the authority and the power to meet the Department head requests for funding and the board has the ability to provide for the long term compensation plan. He would like to see Winnebago County explore adopting a sales tax to meet the needs of Winnebago County.

Supervisor Karen Powers, District 25, encouraged Supervisors to express their gratitude for Department Heads to the County Executive and save this time for the budget.

Chairman Egan noted that the Budget Hearing had been properly noticed.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

No reports from Committees, Commissions or Boards.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan reported that with the Supervisors that are present at the meeting and Supervisors attending by ZOOM, that a quorum has been met.

Chairman Egan noted that Supervisor Jeff Beem, District 34 has resigned from his position as of Monday,

October 23, 2023. His position will be advertised and filled as soon as possible.

2024 BUDGET PRESENTATION

Winnebago County Department Heads continued their presentations of the 2024 budget.

At approximately 12:01 p.m., a recess was taken for one hour.

*****ANNUAL BUDGET SESSION*****

TUESDAY, OCTOBER 31, 2023 (AFTERNOON SESSION)

Chairman Tom Egan reconvened the meeting of the Winnebago County Board of Supervisors Budget Session to order at 1:00 p.m. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

The following Supervisors were present: 32 – Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Farrey, Harrison, Zastera, Egan, Nelson, and Miller; Absent: 0; ZOOM: 3 – Dowling, Stafford, and Bureau; VACANT: 1.

Department Heads continued to present their budgets.

Chairman Egan recessed the meeting at 4:09 p.m. to reconvene at 8:30 a.m. Wednesday, November 1, 2023.

*****ANNUAL BUDGET SESSION*****

WEDNESDAY, NOVEMBER 1, 2023 (Morning Session)

Chairman Tom Egan called the meeting of the Winnebago County Board of Supervisors to order at 8:30 a.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 an invocation by Supervisor Powers.

The following Supervisors were present: 32 – Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Farrey, Harrison, Zastera, Egan, Nelson and Miller; ZOOM: 2 Dowling and Bureau; ABSENT: 1 – Belville; VACANT: 1

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

No reports from committees, commissions, or boards.

PUBLIC HEARING

Supervisor Karen Powers, 2563 Village Lane, District 25, encouraged Supervisors to limit their time speaking.

Supervisor Shanah Zastera, District 32, commented on an acquaintance who had recently died from suicide. She wants to let everyone know that they are limited as to what they can do as Supervisors, and how vulnerable everyone is.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan noted that he would like to get done with the budget process today. He encouraged that everyone should stick to the items at hand.

Motion was made and seconded to only allow supervisors to speak a total of two times for two minutes each. CARRIED BY VOICE VOTE.

The Departments continued to present their budgets.

The board recessed for one hour.

The board reconvened at 1:15 p.m.

The Departments continued and completed presentations of their budgets.

Chairman Egan noted that between 10:00 and 10:30 a.m. this morning, an e-mail was received by the Finance Department from Jeremy Searl, Village of Fox Crossing Finance Department. Director of Finance, Paul Kaiser read the e-mail stating that the Department of Revenue had contacted the Clerk in regard to the Winnebago County Sheriff transferring jurisdiction of policing responsibilities of Highway 10, Highway 441 and US Highway 41 to the Village of Fox

Crossing Police Department. Due to levy limit constraints, they need to increase their levy due to this transfer of service. Based on increased costs, they need to increase their budget by \$159,460.00. Corporation Counsel Mary Anne Mueller and Sheriff John Matz took questions from the board regarding this issue.

Supervisor Dowling and Supervisor Bureau are no longer on ZOOM and are present at the budget hearing.

Under Rule 4.3 of the County Board rules, the Finance Director needs to note any errors that were made in the budget book. Director of Finance, Paul Kaiser, noted these changes. Motion by Supervisor Nelson, and seconded to accept all changes as presented. CARRIED BY VOICE VOTE.

Motion made by Vice-Chairman Farrey, and seconded by Supervisor Swan to address amendment number three before amendment number two. CARRIED BY VOICE VOTE.

AMENDMENTS AND RESOLUTION

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 001 1

AMENDMENT: Appendix Section Entitled ARPA/SPIRIT FUND

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☒ add ☐ delete under Appendices a separate tab entitled ARPA/Spirit Fund to include the January 10, 2023 Agenda Item Report, Amended Resolution 167- 012023, and accompanying Winnebago County ARPA/Spirit Fund Allocations Planning Documents to the 2024 Executive Budget:

Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	after Page <u>483</u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .

of the 2024 Winnebago County Budget, for the purpose of financial transparency.

Submitted by:
Paul Eisen, District 4
Rebecca Nichols, District 2
Tom Swan, District 14
Jim Wise, District 8

Motion by Supervisor Eisen, seconded by Supervisor Powers to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 003 1

AMENDMENT: Adding \$168,792 to the Miscellaneous & Unclassified Budget

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☒ add ☐ delete \$168,792 to the 2024 budget of the Miscellaneous & Unclassified Department:

Division/Department #	<u>039</u>	Object #	<u>53565</u>	Amount	\$ <u>168,792</u>	on Page <u>439</u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	\$ <u> </u>	on Page <u> </u> .

of the 2024 Winnebago County Budget, for the purpose of adding the Regional Planning Commission annual cost to the Miscellaneous & Unclassified Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the Unassigned General Fund Balance.

Submitted by:
CHUCK FARREY, District 30

Motion by Supervisor Farrey, seconded by Supervisor Gabert, to adopt. Vote on Amendment 3: AYES: 24; NAYES: 9 – Dowling, Horan, Defferding, Ellenberger, Floam, Hinz, Gustafson, Bureau and Miller; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Supervisor Dowling requested the votes for all amendments be by roll call vote.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 002 1

AMENDMENT: Removing \$168,792 from the Planning and Zoning Budget

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☐ add ☒ delete \$168,792 from the 2024 budget of the Planning and Zoning Department:

Division/Department #	<u>086</u>	Object #	<u>53565</u>	Amount	\$ <u>168,792</u>	on Page <u>399</u> .
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.

of the 2024 Winnebago County Budget, for the purpose of removing the Regional Planning Commission annual cost from the Planning & Zoning Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Unassigned General Fund Balance.

Submitted by:

CHUCK FARREY, District 30

Motion by Supervisor Farrey, seconded by Supervisor Powers, to adopt. Vote on Amendment 2: AYES: 30; NAYES: 3 – Ellenberger, Ponzer, and Powers; ABSTAIN: 0; ABSENT: 2 - Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 004 1

AMENDMENT: Adding \$20,000 to Fair Association in Miscellaneous & Unclassified

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☒ add ☐ delete \$20,000 to the 2024 budget of the Miscellaneous & Unclassified Department:

Division/Department #	<u>039</u>	Object #	<u>53565</u>	Amount	\$ <u>20,000</u>	on Page <u>439/441</u> .
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.
Division/Department #	_____	Object #	_____	Amount	\$ _____	on Page _____.

of the 2024 Winnebago County Budget, for the purpose of increasing the grant to the Winnebago County Fair Association from \$80,000 to \$100,000.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the Unassigned General Fund Balance.

Submitted by:

CHUCK FARREY, District 30

Motion by Supervisor Farrey, seconded by Supervisor Powers, to adopt. Vote on Amendment 4: AYES: 28; NAYES: 5 – Dowling, Defferding, Ellenberger, Albrecht and Bureau; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 005 1

AMENDMENT: Lowering the 2024 Budget of the Public Health Department by \$21,164

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☐ add ☒ delete \$21,164 from the 2024 budget of the Public Health Department:

Division/Department #	<u>052</u>	Object #	<u>51100</u>	Amount	<u>\$ 21,164</u>	on Page <u>295</u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .

of the 2024 Winnebago County Budget, for the purpose of reducing the budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Unassigned General Fund Balance.

Submitted by:

Brian Defferding, District 6

Maribeth Gabert, District 12

John Hinz, District 21

Bryan Stafford, District 10

Conley Hanson, District 26

Jacob Floam, District 16

Motion by Supervisor Defferding, seconded by Supervisor Gabert, to adopt.

After discussion, motion by Supervisor Nichols, seconded by Supervisor Powers, to postpone this amendment indefinitely. Vote on Postponement: AYES: 12 – Nichols, Borchart, Eisen, Wise, Albrecht, Binder, Gordon, Ponzer, Zellmer, Powers, Cox and Nelson; NAYES: 21; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. FAILED.

Motion by Supervisor Gabert, and seconded, to call the question. Vote on Call the Question: AYES: 32; NAYES: 1 – Nichols; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED

Vote on Amendment: AYES: 15 – Dowling, Horan, Defferding, Ellenberger, Nussbaum, Stafford, Gabert, Robinson, Floam, Hinz, Hanson, Gustafson, Bureau, Zastera and Miller; NAYES: 17; ABSTAIN: 1 – Swan; ABSENT: 2 – Belville and Buck; VACANT: 1. FAILED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 006 1

AMENDMENT: Adding a Detective Position for the Sheriff's Office to be tasked to the Special Victim's Unit to combat Internet Crimes Against Children, Internet Fraud, Human Trafficking, and other Internet Crimes

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☒ add ☐ delete \$ 151,480 to the 2024 budget of the Sheriff's Department:

Division/Department #	<u>110</u>	Object #	<u>51100</u>	Amount	<u>\$78,844</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51105</u>	Amount	<u>\$ 6,551</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51108</u>	Amount	<u>\$ 1,668</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51200</u>	Amount	<u>\$ 6,660</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51201</u>	Amount	<u>\$ 23,647</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51202</u>	Amount	<u>\$ 1,136</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51203</u>	Amount	<u>\$ 1,564</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51206</u>	Amount	<u>\$ 14,835</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51207</u>	Amount	<u>\$ 442</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>53522</u>	Amount	<u>\$ 3,650</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53008</u>	Amount	<u>\$ 1,035</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>58004</u>	Amount	<u>\$ 8,650</u>	on Page <u>228</u> .
Division/Department #	<u>110</u>	Object #	<u>73006</u>	Amount	<u>\$ 373</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53517</u>	Amount	<u>\$ 800</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53580</u>	Amount	<u>\$ 1,625</u>	on Page <u>230</u> .

of the 2024 Winnebago County Budget, for the purpose of adding one (1) Detective – Special Victims Unit position in the

Sheriff's Department budget to combat internet crimes against children, internet fraud, human trafficking, and other internet crimes.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the unassigned general fund balance applied or an ☐ increase to tax levy.

Submitted by:
Jacob Floam, District 16
Maribeth Gabert, District 12
Howard Miller, District 36
Shanah Zastera, District 32
Thomas Swan, District 14
George Bureau, District 29
Bryan Stafford, District 10
Nate Gustafson, District 28
Conley Hanson, District 26
John Hinz, District 21
Doug Zellmer, District 22

Motion by Supervisor Floam, seconded by Supervisor Gabert, to adopt.

Motion by Supervisor Eisen, seconded by Supervisor Nichols, to table this Amendment until after Amendment 13.

After discussion, motion by Supervisor Nussbaum, seconded by Supervisor Gustafson, to call the question.

Vote on Call the Question: AYES: 32; NAYES: 1 – Schellenger; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Vote to Table: AYES: 12 – Nichols, Borchart, Eisen, Horan, Wise, Stafford, Gordon, Ernst, Schellenger, Cox, Farrey and Nelson; NAYES: 21; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. FAILED.

Motion by Supervisor Nussbaum, seconded by Supervisor Gustafson, to call the question. Vote on Call the Question: AYES: 24; NAYES: 9 – Nichols, Borchart, Eisen, Wise, Binder, Gordon, Ernst, Schellenger and Cox; ABSTAIN: 0, ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Vote on Amendment: AYES: 26; NAYES: 6 – Nichols, Defferding, Ernst, Schellenger, Cox, and Farrey; ABSTAIN: 1 – Binder; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 007 1

AMENDMENT: Adding a Detective Position to the Sheriff's Office to combat drug related crime and keep communities safe

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☒ add ☐ delete \$ 151,480 to the 2024 budget of the Sheriff's Department:

Division/Department #	<u>110</u>	Object #	<u>51100</u>	Amount	<u>\$78,844</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51105</u>	Amount	<u>\$ 6,551</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51108</u>	Amount	<u>\$ 1,668</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51200</u>	Amount	<u>\$ 6,660</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51201</u>	Amount	<u>\$ 23,647</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51202</u>	Amount	<u>\$ 1,136</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51203</u>	Amount	<u>\$ 1,564</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51206</u>	Amount	<u>\$ 14,835</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>51207</u>	Amount	<u>\$ 442</u>	on Page <u>227</u> .
Division/Department #	<u>110</u>	Object #	<u>53522</u>	Amount	<u>\$ 3,650</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53008</u>	Amount	<u>\$ 1,035</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>58004</u>	Amount	<u>\$ 8,650</u>	on Page <u>228</u> .
Division/Department #	<u>110</u>	Object #	<u>73006</u>	Amount	<u>\$ 373</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53517</u>	Amount	<u>\$ 800</u>	on Page <u>229</u> .
Division/Department #	<u>110</u>	Object #	<u>53580</u>	Amount	<u>\$ 1,625</u>	on Page <u>230</u> .

of the 2024 Winnebago County Budget, for the purpose of adding one (1) Detective to the Sheriff's Office to combat drug

related crime and keep communities safe.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the unassigned general fund balance applied or an ☐ increase to tax levy.

Submitted by:
Jacob Floam, District 16
Maribeth Gabert, District 12
Howard Miller, District 36
Shanah Zastera, District 32
Thomas Swan, District 14
George Bureau, District 29
Bryan Stafford, District 10
Nate Gustafson, District 28
Conley Hanson, District 26
Doug Zellmer, District 22

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

Motion by Supervisor Schellenger, seconded by Supervisor Powers to amend Line 13 on Amendment 7, Object #51105 should be #51108. Vote on Amending Line 13: CARRIED BY VOICE VOTE.

Vote on Amendment 7: AYES: 23; NAYES: 8 – Nichols, Borchart, Defferding, Gordon, Ernst, Schellenger, Farrey and Nelson; ABSTAIN: 2 – Binder and Cox; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 008 1

AMENDMENT: Removing the proposed Deputy Director of Public Health position

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☐ add ☒ delete \$ 140,574 from the 2024 budget of the Public Health Department:

Division/Department #	<u>052</u>	Object #	<u>51100</u>	Amount	<u>\$ 98,621</u>	on Page <u>295</u> .
Division/Department #	<u>052</u>	Object #	<u>51200</u>	Amount	<u>\$ 7,545</u>	on Page <u>296</u> .
Division/Department #	<u>052</u>	Object #	<u>51201</u>	Amount	<u>\$ 23,647</u>	on Page <u>296</u> .
Division/Department #	<u>052</u>	Object #	<u>51202</u>	Amount	<u>\$ 1,136</u>	on Page <u>296</u> .
Division/Department #	<u>052</u>	Object #	<u>51203</u>	Amount	<u>\$ 2,268</u>	on Page <u>296</u> .
Division/Department #	<u>052</u>	Object #	<u>51206</u>	Amount	<u>\$ 6,805</u>	on Page <u>296</u> .
Division/Department #	<u>052</u>	Object #	<u>51207</u>	Amount	<u>\$ 552</u>	on Page <u>296</u> .

of the 2024 Winnebago County Budget, for the purpose of removing the requested full-time Deputy Director of Public Health position from the Public Health Department Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Public Health Fund Balance.

Submitted by:
Brian Defferding, District 6
Maribeth Gabert, District 12
John Hinz, District 21
Bryan Stafford, District 10
Conley Hanson, District 26
Jacob Floam, District 16
Nate Gustafson, District 28
Shanah Zastera, District 32

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

After discussion, motion by Supervisor Cox, seconded by Supervisor Powers to call the question. Vote on Call

the Question: AYES: 23; NAYES: 10 – Nichols, Eisen, Ellenberger, Wise, Stafford, Binder, Schellenger, Hanson, Bureau and Nelson; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Vote on Amendment 8: AYES: 17; NAYES: 16 – Nichols, Borchart, Eisen, Wise, Binder, Gordon, Ponzer, Ernst, Zellmer, Schellenger, Powers, Cox, Farrey, Harrison, Egan and Nelson; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 009 1

AMENDMENT: Lowering the 2024 Public Health Department Budget by \$245,480

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☐ add ☒ delete \$245,480 from the 2024 budget of the Public Health Department:

Division/Department #	<u>052</u>	Object #	<u>51100</u>	Amount	<u>\$ 245,480</u>	on Page <u>295</u> .
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.

of the 2024 Winnebago County Budget, for the purpose of reducing the Budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended

☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Public Health Fund Balance.

Submitted by:

Brian Defferding, District 6

Jacob Floam, District 16

Conley Hanson, District 26

Shanah Zastera, District 32

Motion by Supervisor Defferding, seconded by Supervisor Dowling to adopt.

Vote on Amendment 9: AYES: 18; NAYES: 15 – Nichols, Borchart, Eisen, Wise, Binder, Gordon, Ponzer, Ernst, Zellmer, Schellenger, Powers, Cox, Farrey, Harrison and Nelson; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 010 1

AMENDMENT: Reducing the County Executive Budget for Regular Pay Wages by \$14,987

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago County General Budget so as to ☐ add ☒ delete \$14,987 from the 2024 budget of the County Executive Department:

Division/Department #	<u>004</u>	Object #	<u>51100</u>	Amount	<u>\$ 14,987</u>	on Page <u>83</u> .
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.
Division/Department #	_____	Object #	_____	Amount	<u>\$ _____</u>	on Page _____.

of the 2024 Winnebago County Budget, for the purpose of reducing the County Executive Budget for regular pay wages and increasing the Unassigned General Fund Balance.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended

☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Unassigned General Fund Balance.

Submitted by:

Conley Hanson, District 26

Shanah Zastera, District 32

Nate Gustafson, District 28

Motion by Supervisor Hanson, seconded by Supervisor Powers to adopt.

Vote on Amendment 10: AYES: 11 – Dowling, Defferding, Nussbaum, Stafford, Albrecht, Ponzer, Powers, Hanson, Gustafson, Bureau and Zastera; NAYES: 17; ABSTAIN: 5 – Gabert, Swan, Robinson, Floam and Hinz; ABSENT: 2 – Belville and Buck; VACANT: 1. FAILED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 011 1

AMENDMENT: Adding a Part-Time Administration Associate III position to the County Clerk Department and Modifying the Table of Organization to Reflect the Position

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☒ add ☐ delete \$35,131 to the 2024 budget of the County Clerk Department:

Division/Department #	<u>1006</u>	Object #	<u>51100</u>	Amount	<u>\$ 19,501</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51108</u>	Amount	<u>\$ 235</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51200</u>	Amount	<u>\$ 1,510</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51201</u>	Amount	<u>\$ 11,824</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51202</u>	Amount	<u>\$ 568</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51203</u>	Amount	<u>\$ 22</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51206</u>	Amount	<u>\$ 1,362</u>	on Page <u>100</u> .
Division/Department #	<u>1006</u>	Object #	<u>51207</u>	Amount	<u>\$109</u>	on Page <u>100</u> .

of the 2024 Winnebago County Budget, for the purpose of adding one part-time (50%) Administrative Associate III position to the County Clerk's Department and to modify the Table of Organization on page 61 to reflect this position.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the Unassigned General Fund Balance.

Submitted by:

Jim Wise, District 8

Steven Binder, District 13

Koby Schellenger, District 23

Morris Cox, District 27

Chuck Farrey, District 30

David Albrecht, District 11

Motion by Supervisor Wise, seconded by Supervisor Powers to adopt.

Vote on Amendment 11: AYES: 32; NAYES: 0; ABSTAIN: 1 – Nichols; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 012 1

AMENDMENT: Reducing the County Executive Budget for Temporary Employee Wages by \$10,000

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☐ add ☒ delete \$10,000 from the 2024 budget of the County Executive Department:

Division/Department #	<u>004</u>	Object #	<u>51101</u>	Amount	<u>\$ 10,000</u>	on Page <u>83</u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .
Division/Department #	<u> </u>	Object #	<u> </u>	Amount	<u>\$ _____</u>	on Page <u> </u> .

of the 2024 Winnebago County Budget, for the purpose of reducing the County Executive budget for temporary employee wages and increasing the Unassigned General Fund Balance.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☐ increase ☒ reduction in expense shall be offset by a(n) ☒ increase ☐ reduction to the Unassigned General Fund Balance.

Submitted by:

Chuck Farrey, District 30

Motion by Supervisor Farrey, seconded by Supervisor Zastera to adopt.

Vote on Amendment 12: AYES: 21; NAYES: 11 – Eisen, Ellenberger, Wise, Binder, Gordon, Hinz, Zellmer, Cox, Harrison, Nelson and Miller; ABSTAIN: 1 – Hanson; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 013 1

AMENDMENT: Adding a Part-Time Administration Associate III position to the Veterans Department and Modifying the Table of Organization to Reflect the Position

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☒ add ☐ delete \$48,957 from the 2024 budget of the Veteran's Department:

Division/Department #	<u>059</u>	Object #	<u>51100</u>	Amount	<u>\$ 24,012</u>	on Page <u>312</u> .
Division/Department #	<u>059</u>	Object #	<u>51200</u>	Amount	<u>\$ 1,837</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>51201</u>	Amount	<u>\$ 17,735</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>51202</u>	Amount	<u>\$ 682</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>51203</u>	Amount	<u>\$ 27</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>51206</u>	Amount	<u>\$ 1,657</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>51207</u>	Amount	<u>\$ 134</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>53580</u>	Amount	<u>\$ 1,580</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>53008</u>	Amount	<u>\$ 920</u>	on Page <u>313</u> .
Division/Department #	<u>059</u>	Object #	<u>53006</u>	Amount	<u>\$ 373</u>	on Page <u>313</u> .

of the 2024 Winnebago County Budget, for the purpose of adding one (1) part-time Administration Associate III (0.6 FTE) position to the Veteran's Department, which will use unassigned general fund balance.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended ☒ increase ☐ reduction in expense shall be offset by a(n) ☐ increase ☒ reduction to the Unassigned General Fund Balance.

Submitted by:
Koby Schellenger, District 23
Conley Hanson, District 26
Michael Robinson, District 15
Maribeth Gabert, District 12
Jim Wise, District 8
Thomas Swan, District 14
Kay Horan, District 5
Andy Buck, District 24

Motion by Supervisor Schellenger, seconded by Supervisor Zastera to adopt.

Vote on Amendment 13: AYES: 30; NAYES: 1 – Eisen; ABSTAIN: 1 – Nichols; ABSENT: 3 – Horan, Belville and Buck; VACANT: 1. PASSED.

RESOLUTION NUMBER: 276-102023

AMENDMENT NUMBER: 014 1

AMENDMENT: Adding \$342,000 to Regular Pay for the Public Health Department

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2024 Winnebago

County General Budget so as to ☒ add ☐ delete \$ 342,000 to the 2024 budget of the Public Health Department:

Division/Department #	<u>052</u>	Object #	<u>51100</u>	Amount	<u>\$342,000</u>	on Page <u>295</u> .
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of the 2024 Winnebago County Budget, for the purpose of adding \$342,000 to the Regular pay account in the Public Health Department to correct the reported Public Health levy and assigned fund balance applied.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors usage that the amended ☒ increase ☐ reduction in expense to correct the reported Public Health levy and assigned fund balance applied.

Submitted by:
Koby Schellenger, District 23
Ralph Harrison, District 31
Timothy Ernst, District 20
Doug Zellmer, District 22
Kay Horan, District 5
Chuck Farrey, District 30

After conferring with Corporation Counsel, it was decided to vote on the following amendments to Amendments numbers 8 and 9.

Motion by Supervisor Schellenger, seconded by Supervisor Farrey to amend Amendment No. 8 – Line 22 to read as follows: "Increase to the Public Health Fund Balance" instead of the "Increase the Unassigned General Fund Balance".

Vote on Amendment to Amendment 8: AYES: 27; NAYES: 4 – Dowling, Wise, Swan and Zastera; ABSTAIN: 2 – Eisen and Stafford; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Motion by Supervisor Schellenger, seconded by Supervisor Gordon, to amend Amendment No. 9 – Line 17 and 18 to read as follows: "Increase to the Public Health Fund Balance" instead of "Unassigned General Fund Balance".

Vote on Amendment to Amendment 9: CARRIED BY VOICE VOTE.

Motion by Supervisor Schellenger, seconded by Supervisor Powers to adopt Amendment 14.

After discussion, motion by Supervisor Gordon, seconded by Supervisor Robinson to Call the Question. Vote on Call the Question: AYES: 29; NAYES: 4 – Nichols, Albrecht, Schellenger and Bureau; ABSTAIN: 0; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Vote on Amendment 14: AYES: 20; NAYES: 11 – Dowling, Defferding, Ellenberger, Nussbaum, Albrecht, Floam, Hinz, Hanson, Gustafson, Zastera, and Miller; ABSTAIN: 2 – Horan and Stafford; ABSENT: 2 – Belville and Buck; VACANT: 1. PASSED.

Resolution No. 276-102023: Adopt 2024 Annual Budget for Winnebago County

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Farrey, seconded by Supervisor Powers, to adopt the 2024 budget as amended. CARRIED BY VOICE VOTE.

Motion by Supervisor Albrecht and seconded by Supervisor Farrey, to adjourn until November 21, 2023. CARRIED BY VOICE VOTE. The meeting was adjourned at 6:44 p.m.

Respectfully submitted:

Julie A. Barthels

Winnebago County 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 budget hearings held October 30, October 31, and November 1, 2023.

Julie A. Barthels

Winnebago County Clerk

PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

**Adjourned Session
November 21, 2023**

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

Printed by authority of the Winnebago County Board
Thomas Egan, Chairman **Julie A. Barthels, Clerk**

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, NOVEMBER 21, 2023**

A. CALL TO ORDER

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.

B. ROLL CALL

The following Supervisors were present: 34 – Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Bureau, Farrey (via ZOOM), Harrison, Zastera, Egan, Nelson and Miller; Excused: 1 – Ellenberger; Vacant: – 1.

C. PRESENTATION OF FLAGS AND PLEDGE OF ALLEGIANCE – LED BY THE AMERICAN LEGION POST 364 – WINNECONNE AND SUPERVISOR DOUG NELSON

The meeting was opened with the Presentation of Flags and Pledge of Allegiance.

D. INVOCATION

Invocation by Supervisor Karen Powers

E. ADOPT AGENDA

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

F. COUNTY BOARD CHAIRMAN'S APPOINTMENT

Winnebago County Board of Supervisors. District 34

Chairman Egan asked for the board's approval of his appointment of Edward S. Jeziorny to Supervisor District No. 34. Edward S. Jeziorny will complete the unexpired term of Jeffrey Beem who has resigned from this position. The term will begin immediately and end on April 16, 2024.

Motion by Supervisor Eisen, seconded by Supervisor Zastera, to accept. CARRIED BY VOICE VOTE.

Chairman Egan administered the Oath of Office to Edward S. Jeziorny, and he was seated as Winnebago County Board Supervisor District 34.

G. PUBLIC COMMENTS

The following people spoke in support of Resolution No. 282-112023: "Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Assist in the Purchase of the Beach Building for Christine Ann Domestic Abuse Services, Inc.":

- Emily James, Grant and Stewardship Specialist at Christine Ann Domestic Abuse Services
- Alicia Wenger, Executive Director of Christine Ann Domestic Abuse Services
- Mitchell Heider, Christine Ann Domestic Abuse Services Board Treasurer
- Sarah Freiburger, Christine Ann Domestic Abuse Services Board Member
- Deb Hansen, Executive Committee Member
- Beth Miller, Christine Ann Domestic Abuse Services Facility Manager
- Anise, Christine Ann Domestic Abuse Services Volunteer and Outreach Specialist
- Jacob Klaameyer, Winnebago County Resident
- Ken Sperling, Winnebago County Resident

Shanah Zastera, speaking as a citizen, spoke in opposition of Resolution No. 282-112023: "Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Assist in the Purchase of the Beach Building for Christine Ann Domestic Abuse Services, Inc."

Steve Gawersky, President of the Winnebago County Fire Chiefs' Association, spoke in support of Resolution No. 281-112023: "Approving Up to \$2,100,000 of the Spirit Fund to be Appropriated for Purchasing Radios and Radio Equipment by the Winnebago County Fire Chiefs' Association, to be Distributed Equitably Among Association Member Fire Departments".

Supervisor Kay Horan reiterated that the county board previously passed a resolution to pay each municipality \$145,000. In order to receive that money, each municipality had to identify a project that had a one-time expense with a legacy. The project could be reimbursable. Ms. Horan stated that Neenah is recommending the resurfacing of Hunt Avenue, Brook Drive and Fairwood Drive project as the reimbursable one-time expense with a legacy project to receive the Spirit Fund money. This neighborhood will benefit from that project for some time. She just wanted everyone to know that Neenah is going to be using their money in a fine way.

Highway Commissioner, Bob Doemel, asked for support of Resolution No. 277-112023: "Honoring Winnebago County Employee Paul DeLap in Memoriam".

The following people spoke in opposition of Ordinance No. 288-112023: "Amend 11.08(4) of the Winnebago County General Code Setting Forth Definitions of Individual and General Orders":

- Lois Gruetzmacher, Citizen Member of the Board of Health
- Toby VandenHeuvel, Citizen Member of the Board of Health
- Deb Martin, Winnebago County Resident
- Mary Ann Offer, Winnebago County Resident

The following people spoke in support of Ordinance No. 288-112023: "Amend 11.08(4) of the Winnebago County General Code Setting Forth Definitions of Individual and General Orders":

- Bill Pollnow Winnebago County Resident
- Jenifer Koser, Winnebago County Resident
- Diane Koser, Winnebago County Resident

The following people spoke in opposition of Ordinance No. 289-112023: "Amend 11.08(6)(d)(2) of the Winnebago County General Code Involving General Orders made by the Winnebago County Health Officer":

- Lois Gruetzmacher, Citizen Member of the Board of Health
- Leah Kitz, Winnebago County Resident
- Toby VandenHeuvel, Citizen Member of the Board of Health
- Deb Martin, Winnebago County Resident
- Mary Ann Offer, Winnebago County Resident

The following people spoke in support of Ordinance No. 289-112023: "Amend 11.08(6)(d)(2) of the Winnebago County General Code Involving General Orders made by the Winnebago County Health Officer":

- Jenifer Koser, Winnebago County Resident
- Diane Koser, Winnebago County Resident

Jeremy Pingel spoke in support of Resolution No. 283-112023: "Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate and Expand St. Vincent de Paul Neenah Menasha".

Rosemary Barnard spoke in support of Resolution No. 285-112023: "Amend Sections 23.0, 23.1, 24.0 and Creates Sections 23.2 and 26.0 of the Rules of the Winnebago County Board of Supervisors to Create Seven Standing Committees and Two Major Boards, and Make the Legislative Committee a Special Committee".

H. COMMUNICATIONS. PETITIONS. MEMORIALS. ACCOUNTS. COMMENDATIONS. ETC.

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

1. The following Resolution from an Other County has been referred to the Legislative Committee:
 - Kenosha County – Resolution No. 60 – "Resolution on the Individual Health Decisions Pertaining to COVID 19 Government Lockdowns, Vaccine, and Mask Mandates"
2. The following Petition for a Zoning Amendment has been referred to the Planning and Zoning Committee:
 - 001 – Lisa Kuznacki and Steve and Kathleen Rieth, Town of Winneconne; rezone from R-2 for Lot 1 (Suburban Residential District for Lot 1) & R-2 & R-1 for Lot 2 (Suburban Residential District and Rural Residential District for Lot 2) to R-2 for Lot 1 and R-1 for Lot 2 (Suburban Residential District for Lot 1 and Rural Residential District for Lot 2) for tax parcel nos. 030-0053-05 & 030-0813
3. Memorial for Paul DeLap

I. REPORTS FROM COMMITTEES. COMMISSIONS & BOARDS

Supervisor Ponzer asked if there would be an update and report on the ARPA Strategy and Outcomes Commission. He had thought the board had previously voted to have a monthly report or update regarding the Spirit Funds.

J. COUNTY EXECUTIVE'S REPORT

Executive Doemel reported on the following topics:

- Executive Doemel wished everyone a "Happy Thanksgiving" and enjoy time with their families.
- Executive Doemel commented and asked for support on the following resolutions and ordinances:
 - Resolution No. 281-112023; Approving Up to \$2,100,000 of the Spirit Fund to be Appropriated for Purchasing Radios and Radio Equipment by the Winnebago County Fire Chiefs' Association, to be Distributed Equitably Among Association Member Fire Departments.
 - Resolution No. 282-112023; Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Assist in the Purchase of the Beach Building for Christine Ann Domestic Abuse Services Inc.
 - Resolution No. 283-112023; Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate and Expand St. Vincent de Paul Neenah Menasha
 - Resolution No. 284-112023; Requesting \$314,600 of the Spirit Fund to be Appropriated for Construction that Removes Existing Officer's Stations from Direct Supervision One and Direct Supervision Two and Combines the Officer's Area in the Existing Program Rooms
 - Resolution No. 285-112023; Amend Sections 23.0, 23.1, 24.0 and Creates Sections 23.2 and 26.0 of the Rules of the Winnebago County Board of Supervisors to Create Seven Standing Committees and Two Major Boards, and Make the Legislative Committee a Special Committee
 - Resolution No. 287-112023; Amend Human Resources Policies to Adopt Paid Time Off (PTO) Plan
 - Ordinance No. 286-112023; Amend Winnebago County General Code Section 11.01 (County Human Services Board) and Repeal Winnebago County General Code Section 11.06 (County Board of Health) to Create the Winnebago County Health and Human Services Board
 - Ordinance No. 288-112023; Amend 11.08(4) of the Winnebago County General Code Setting Forth Definitions of Individual and General Orders
 - Ordinance No. 289-112023; Amend 11.08(6)(d)(2) of the Winnebago County General Code Involving General Orders made by the Winnebago County Health Officer
- Executive Doemel thanked the Board for the opportunity to serve them and wished everyone a Happy Thanksgiving once again.

K. COUNTY EXECUTIVE'S APPOINTMENTS

Executive Doemel asked for the board's approval of the following appointments and re-appointments:

- Local Emergency Planning Committee
 - Re-appointments: Audrey Erdmann, American Red Cross; Janell Tatro, Fox River Valley Ethanol, LLC; Beth McCormick, Valley Environmental Response; and Sean Prust, Hydrite Chemical.
 - Appointments: Shawn Bordeaux, Fox Crossing Fire Department; Stephanie Spence, Advocate Aurora Medical Center.Motion by Supervisor Albrecht, seconded by Supervisor Horan, to accept. CARRIED BY VOICE VOTE.
- Advocap Board of Directors – Edward Jeziorny, Supervisor District 34
Motion by Supervisor Dowling, seconded by Supervisor Gustafson, to accept. CARRIED BY VOICE VOTE.

L. COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan reported that Supervisors Ellenberger and Farrey are excused from tonight's meeting. Chairman Egan wished everyone and their families a "Happy Thanksgiving".

M. COUNTY BOARD CHAIRMAN'S APPOINTMENT

Chairman Egan asked for the board's approval of his appointment of Supervisor Edward Jeziorny to the Aviation Committee. Supervisor Jeziorny will complete the unexpired term of Jeffrey J. Beem who resigned from the board. The term will begin immediately and end on April 16, 2024.

Motion by Supervisor Bureau, seconded by Supervisor Nussbaum, to accept. CARRIED BY VOICE VOTE.

N. CONSENT CALENDAR

Consent Calendar Items are those items of a Routine Administrative Nature that are Voted on by the Winnebago County Board of Supervisors in a Single Roll Call Vote. Staff Recommends Approval of all Items. Any Winnebago County Board of Supervisor may Request that an Item be Removed from the Consent Calendar for Discussion. Questions relating to items on the Consent Calendar do not require the item be removed from the Consent Calendar if a satisfactory answer is provided.

1. Approval of Proceedings from the October 17, 2023, Adjourned Session of the Winnebago County Board of Supervisors

ZONING & ORDINANCES

2. Report No. 001 – Scholar Ridge Estates, Town of Clayton
3. Amendatory Ordinance No. 11/001/23 – Rezoning from A-2 (General Agriculture) to R-2, R-3, and R-4 (Suburban Low Density Residential, Suburban Medium Density Residential and Suburban High Density Residential) for tax parcel nos. 006-0617 (pt), 006-0632 (pt) and 006-0618 (pt)

RESOLUTIONS & ORDINANCES

4. **Resolution No. 277-112023:** **Honoring Winnebago County Employee Paul DeLap in Memoriam**

WHEREAS, Paul DeLap had been employed with the Highway Department for the past thirty-one years, and during that time had been a most conscientious and devoted County employee; and

WHEREAS, Paul DeLap unexpectedly passed away on September 1, 2023.

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

Submitted by: PERSONNEL & FINANCE COMMITTEE

5. **Resolution No. 278-112023:** **Authorize 3 Year Use Renewal Agreement between Take a Kid Hunting Foundation dba Bob & Rocco Gun Show and Winnebago County**

WHEREAS, Winnebago County has been approached by Take a Kid Hunting Foundation dba Bob & Rocco Gun Show to enter into a three (3) year use renewal agreement for property located on the exposition center grounds; and

WHEREAS, for more than twenty-three (23) years Take a Kid Hunting Foundation dba Bob & Rocco Gun Show has been a tenant in good standing with Winnebago County; and

WHEREAS, Take a Kid Hunting Foundation dba Bob & Rocco Gun Show performs a tremendous service to the community by providing free organized and guided hunting opportunities to the youth of Winnebago County and beyond; and

WHEREAS, it is in the best interest of Winnebago County to help accommodate the long-range scheduling of said events by allowing Take a Kid Hunting Foundation dba Bob & Rocco Gun Show to secure essential programming agreements well ahead of time to continue to support their mission.

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 three (3) year use renewal agreement with Take a Kid Hunting Foundation dba Bob & Rocco Gun Show so that the organization may continue to provide the opportunity to experience the Wisconsin outdoors safely.

Submitted by: PARKS & RECREATION COMMITTEE

6. **Resolution No. 279-112023:** **Authorize 5 Year Use Renewal Agreement between Winnegamie Dog Club and Winnebago County**

WHEREAS, Winnebago County has been approached by Winnegamie Dog Club to enter into a five (5) year use renewal agreement for property located on the exposition center grounds; and

WHEREAS, for more than sixteen (16) years Winnegamie Dog Club has been a tenant in good standing with Winnebago County; and

WHEREAS, Winnegamie Dog Club performs a tremendous service to the community by offering valuable training, conformation, testing and trials; and

WHEREAS, it is in the best interest of Winnebago County to help accommodate the long-range scheduling of said events by allowing Winnegamie Dog Club to secure essential programming agreements well ahead of time to satisfy the needs of local, regional, state and national accreditations.

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 renewal agreement with Winnegamie Dog Club so that the organization may continue to provide the opportunity to train, certify and test all breeds of dogs.

Submitted by: PARKS & RECREATION COMMITTEE

CONSENT CALENDAR (cont.)

7. Resolution No. 280-112023: Authorize Electric Underground Easement Between Winnebago County and Wisconsin Public Service

WHEREAS, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an easement for the installation of underground electric utilities, operation, maintenance, repair, replacement and extension of electrical and natural gas lines on the Winnebago County Expanded 980 Residential Facility grounds; and

WHEREAS, your undersigned Facilities and Property Management Committee believes that granting said easement is appropriate and necessary to provide electrical service to the Residential Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes execution of the Electric Underground Easement Agreement between Winnebago County and the Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing electrical service to the Expanded 980 Residential Facility. Said Agreement is attached hereto and made a part of this Resolution herein by reference.

Submitted by: FACILITIES & PROPERTY MANAGEMENT COMMITTEE

Motion by Supervisor Swan and seconded by Supervisor Nussbaum, to adopt. CARRIED BY VOICE VOTE.

O. RESOLUTIONS & ORDINANCES

1. Resolution No. 281-112023: Approving Up to \$2,100,000 of the Spirit Fund to be Appropriated For Purchasing Radios and Radio Equipment by the Winnebago County Fire Chiefs Association, to be Distributed Equitably Among Association Member Fire Departments

WHEREAS, the Winnebago County Fire Chiefs Association is the professional organization representing each fire department in the county; and

WHEREAS, radio equipment is an essential and life-saving component of firefighting equipment, for both the First Responders and the community members they serve; and

WHEREAS, professional and volunteer fire departments often use radios and radio components long past their recommended useful life due to the expense of replacing these systems; and

WHEREAS, the Winnebago County Fire Chiefs Association compiled a list of the needs for Fire Department replacement radios and radio components, receiving quotes ranging from \$2,031,578.20 to \$3,200,000 from local vendors representing different electronics brands.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby appropriates up to \$2,100,000 of Spirit Fund dollars to the Winnebago County Fire Chiefs Association to be used to purchase radios and radio components.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that upon completion, Winnebago County Fire Chiefs Association will submit supporting documentation to the Winnebago County Finance Director outlining the expenditures. The documentation will be submitted within ~~6 months of the completion of the project but not to exceed 5 years from date of disbursement~~ **1 year of the date of disbursement.**

Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION

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

Motion by Supervisor Buck, seconded by Supervisor Zastera, to make an amendment to the resolution.

On Line 22, amend verbiage to read, "BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Fire Chiefs Association shall be responsible for reimbursement to Winnebago County for any dispersed funds which are determined by Winnebago County to have been misused or misappropriated. Any reimbursement of funds which is required by Winnebago County shall be due within 45 days after giving written notice to recipient of such misuse or misappropriation."

Vote on amendment to the resolution: FAILED BY VOICE VOTE.

Motion by Supervisor Horan to amend the resolution to add verbiage, "In the future, they need to fund their own radios and communication equipment". This motion dies for lack of a second.

Motion by Supervisor Nelson, seconded by Supervisor Zastera, to make an amendment on line 21. Add the following verbiage after the word components, ", to be distributed equitably among 15 Association Member Fire Departments". Also, add "15" after the word Among in the title of the resolution.

After discussion, Supervisor Zastera withdrew her second on the motion to amend.

Motion by Supervisor Eisen, seconded by Supervisor Nussbaum, to call the question on the original resolution.

Vote on call the question: AYES: 31; NAYES: 3 – Nichols, Schellenger, and Buck; ABSTAIN: 0; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 25; NAYES: 6 – Defferding, Binder, Hinz, Schellenger, Powers and Nelson; ABSTAIN: 3 – Horan, Floam and Gustafson; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

2. Resolution No. 282-112023: Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Assist in the Purchase of the Beach Building for Christine Ann Domestic Abuse Services, Inc.

WHEREAS, Christine Ann Domestic Abuse Services (hereinafter "Christine Ann") mission is to "Empower individuals and families through education, safety and support, and lead our community to reduce the incidents and the effects of domestic abuse and dating violence"; and

WHEREAS, since being established in 1984, Christine Ann has educated the community on the dynamics of abuse and provided resources and a safe space for individuals and families to escape dangerous relationships and environments; and

WHEREAS, Christine Ann's current building has one bedroom that sleeps 7 individuals and two bedrooms that sleep 5 individuals. The other seven bedrooms are limited to 2-4 individuals; and

WHEREAS, Only 3 of the 10 bedrooms are ADA accessible. Additionally, this configuration limits the number of large families, disabled, older, and pregnant survivors Christine Ann can accept; and

WHEREAS, The Beach Building addresses all of Christine Ann current limitations. It is a 3-story, 36,000 sq. foot building and is fully ADA compliant.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that \$500,000 from the Spirit Fund's Government Identified Community Project category be approved to assist in the purchase of the Beach Building for Christine Ann Domestic Abuse Services, Inc., **and contingent on Christine Ann remaining committed to its mission to strengthen the lives of individuals, families, and the community.**

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that upon completion, Christine Ann Domestic Abuse Services, Inc. will submit supporting documentation to the Winnebago County Finance Director outlining the expenditures. The documentation will be submitted within 6 months of the completion of the project but not to exceed 5 years from date of disbursement.

Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION

Motion by Supervisor Borchart, seconded by Supervisor Powers, to adopt.

Motion by Supervisor Horan, seconded by Supervisor Binder, to make an amendment, adding an additional amount of \$250,000, changing the amount on the resolution from \$500,000 to \$750,000.

Motion by Supervisor Eisen, seconded by Supervisor Floam, to call the question on the amendment.

Vote on call the question: AYES: 28; NAYES: 5 – Nussbaum, Albrecht, Belville, Hinz, and Schellenger; ABSTAIN: 1 - Hanson; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on the amendment to increase the funding amount from \$500,000 to \$750,000.

AYES: 8 – Horan, Binder, Ponzer, Zellmer, Powers, Cox, Harrison and Egan; NAYES: 22; ABSTAIN: 4 – Stafford, Floam, Hanson and Gustafson; ABSENT: 2 – Ellenberger and Farrey. MOTION FAILED.

Motion by Supervisor Gustafson, seconded by Supervisor Stafford, to call the question on the original resolution.

Vote on call the question: AYES: 31; NAYES: 2 – Nichols and Schellenger; ABSTAIN: 1 - Hanson; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 28; NAYES: 3 – Dowling, Defferding and Zastera; ABSTAIN: 3 – Floam, Hanson and Gustafson; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

3. Resolution No. 283-112023: Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate and Expand St. Vincent de Paul Neenah Menasha

WHEREAS, Feeding America Eastern WI (hereinafter "Feeding America") shows food insecurity rates around 7.5% in Winnebago County, with 57.8% of the Menasha School District and 34.7% of the Neenah School District students on free and reduced lunch; and

WHEREAS, Feeding America has also identified a need for a food pantry in the Neenah area; and

WHEREAS, St. Vincent de Paul has been unable to make the impact the community needs given the food pantry being relegated to a small corner of the store; and

WHEREAS, currently, St. Vincent de Paul has one, standard size house freezer, which makes it impossible to store meat, dairy, and other frozen products in any significant quantity; and

WHEREAS, St. Vincent de Paul has purchased a larger, adjoining space to make the food pantry larger and have a private entrance, but there is still a need to purchase walk-in coolers and freezers and increase storage capacity. These purchases will allow St. Vincent's to expand their services to more families and address food insecurity in the community,

build up families' resiliency, and increase the availability of volunteer hours for community members to give back to their community.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that \$500,000 from the Spirit Fund's Government Identified Community Project category be approved to renovate and expand St. Vincent de Paul Neenah Menasha, **and contingent on St Vincent de Paul remaining committed to its mission to strengthen the lives of individuals, families, and the community.**

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that upon completion, St. Vincent de Paul Neenah Menasha will submit supporting documentation to the Winnebago County Finance Director outlining the expenditures. The documentation will be submitted within 6 months of the completion of the project but not to exceed 5 years from date of disbursement.

Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION

Motion by Supervisor Cox, seconded by Supervisor Horan, to adopt.

Vote on resolution. AYES: 27; NAYES: 4 – Dowling, Defferding, Swan and Zastera; ABSTAIN: 2 – Hanson and Gustafson; ABSENT: 3 – Eisen, Ellenberger and Farrey. MOTION PASSED.

4. Resolution No. 284-112023: Requesting \$314,600 of the Spirit Fund to be Appropriated for Construction that Removes Existing Officer's Stations from Direct Supervision One and Direct Supervision Two and Combines the Officer's Area in the Existing Program Rooms

WHEREAS, the current Direct Supervision Housing Units place the deputies directly in pods with the inmates offering no separation; and

WHEREAS, combination of the officer's areas in the Direct Supervision Housing Units will provide the same protection afforded in other assignment areas; and

WHEREAS, the workload will be shared by the deputies assigned to the Direct Supervision Housing Units; and

WHEREAS, this construction will eliminate the need for other staff to assist thereby allowing for flexibility of staffing and potentially reducing overtime needs for the facility; and

WHEREAS, the cost of the engineering, demolition, and relocation totals \$314,600.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby appropriates \$314,600 of Spirit Funds dollars to be used to pay for the engineering, demolition, relocation, and construction of the Direct Supervision One and Direct Supervision Two Housing Units and combine the officer's areas in the existing Programs Rooms.

Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION

Motion by Supervisor Buck, seconded by Supervisor Powers, to adopt.

Motion by Supervisor Gustafson, seconded by Supervisor Zastera, to call the question.

Vote on call the question: AYES: 32; NAYES: 1 – Schellenger; ABSTAIN: 0; ABSENT: 3 – Nichols, Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 30; NAYES: 1 – Defferding; ABSTAIN: 3 – Nichols, Binder and Cox; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

5. Resolution No. 285-112023: Amend Sections 23.0, 23.1, 24.0 and Creates Sections 23.2 and 26.0 Of the Rules of the Winnebago County Board of Supervisors to Create Seven Standing Committees and Two Major Boards, and Make the Legislative Committee a Special Committee

WHEREAS, Resolution 30-042022 provided in pertinent part, "All Winnebago County Board of Supervisors rule changes affecting committee structure shall be postponed to a later time and the Winnebago County Board of Supervisors shall adhere to the usually organizational majority voting requirement at said meeting(s)"; and

WHEREAS, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

WHEREAS, the current structure consists of twelve standing committees and three boards associated with large departments; and

WHEREAS, the Task Force members have spoken with other counties and asked for feedback from the Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

WHEREAS, the Task Force has reviewed the responses; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it amends sections 23.0, 23.1, 24.0 and creates sections 23.2 and 26.0 of the Rules of the Winnebago County Board of Supervisors to create seven standing committees and two major boards, and make the Legislative Committee a special committee with the wording below:

23.0 STANDING COMMITTEES AND MAJOR BOARDS

23.1 Standing Committees of the Winnebago County Board

A) Public Works

This committee consists of 5 6 County Board Supervisors.

B) Judiciary and Public Safety

This committee consists of 5 County Board Supervisors.

C) Finance and Administration

This committee consists of 5 County Board Supervisors.

D) Natural Resources

This committee consists of 5 County Board Supervisors

E) Planning and Zoning

This committee consists of 5 County Board Supervisors

F) Aviation

This committee consists of 5 County Board Supervisors

G) Land Conservation

This Committee consists of 5 County Board Supervisors and two citizen members, one who is a person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7.

23.2 Major Boards of the Winnebago County Board

A) Solid Waste Management Board

This Board consists of five Winnebago County Board Supervisors and four citizen members, all appointed for three-year terms by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. Membership includes: two members from the Neenah-Menasha area, two members from the Oshkosh area, one member from the North/Central area, one member from the South/Central area, one member from the Western area, two members at large.

B) Health and Human Services Board

This Board consists of ~~six~~ five Winnebago County Board Supervisors and ~~three~~ four citizen members appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. At least one member of the Board should be a physician and registered nurse, and if unable to locate, a good faith effort to appoint a physician assistant and nurse practitioner, or both. Additionally, one member shall be an individual who receives or has received services from the Human Services departments or a family member of the same. Additionally, an at large member shall be named.

24.0 GENERAL DUTIES OF STANDING COMMITTEES AND MAJOR BOARDS

24.1 NATURAL RESOURCES COMMITTEE

The committee consists of five Winnebago County Board Supervisors. At least two members of this Committee are members of the Land Conservation Committee. The committee:

- A. The committee reviews policy issues relating to the Winnebago County University Extension Program, Winnebago County Library Services, and the Winnebago County Fair, Winnebago County parks and recreation areas, including boat landings, recreational greenways, general parkland, Sunnyview Exposition Center, and associated programs and wildlife preservation areas and shall **advise** and recommend appropriate policy goals and legislative actions to be taken by the Winnebago County Board.
- B. The committee establishes procedure and makes recommendations to the Winnebago County Board of Supervisors as to the award of college scholarships from the College Scholarship Fund to students who are Winnebago County residents.
- C. **Two members of this committee shall function as Winnebago County members of the Board of Trustees of The University of Wisconsin – Fox Valley campus.**

Wis. Stats. 59.56

24.2 AVIATION COMMITTEE

The committee consists of five Winnebago County Board Supervisors. The committee reviews policy issues relating to Wittman Regional Airport and other aviation matters of concern to Winnebago County and **shall advise and recommend** appropriate policy goals and legislative action to be taken by the Winnebago County Board.

24.3 PUBLIC WORKS COMMITTEE

The committee consists of ~~five~~ **six** Winnebago County Board Supervisors. **Pursuant to Wis Stat. 83.015(1)(c) members of the Public Works Committee shall be appointed and hold office in the same manner as provided for other standing committees. The committee:**

- A. **Makes and reviews policy relating to the Winnebago County Highway Department and other highway matters of concern to Winnebago County and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.**
- B. **Reviews policy issues and goals relating to the Winnebago County Facilities and Property Management Department and all Winnebago County owned or leased facilities and develops long range plans for buildings, grounds, and office space and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.**
- C. **The committee shall have the duties and responsibilities of a county highway committee under Section 83.015 Wis. Stats.**

Wis. Stat. 83.015.

24.4 PLANNING AND ZONING COMMITTEE

The committee consists of five Winnebago County Board Supervisors, at least one but not more than two from an incorporated area. The committee:

- A. Reviews policy issues relating to the Winnebago County Planning and Zoning Department and Winnebago County Register of Deeds and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Determines the broad outlines and principles governing the administrative powers and duties specified in Wis. Stat. 59.69, and is a quasi-judicial body with decision-making power including, but not limited to conditional use, planned unit development and rezoning.
- C. Bears responsibility for all matters of procedure relating to the Winnebago County Zoning Ordinance including but not limited to basic zoning provisions, floodplain/shoreland provisions and airport zoning provisions, except those designated to Zoning Board of Adjustment's jurisdiction.
- D. Creates and maintains Winnebago County's development plan.

Wis. Stats. 59.69, 59.694, 59.43

24.5 JUDICIARY & PUBLIC SAFETY COMMITTEE

The committee consists of five Winnebago County Board Supervisors. The committee:

- A. Reviews policy issues relating to the Office of the Winnebago County Clerk of Courts, Winnebago County Sheriff's Office, Winnebago County District Attorney's Office, Winnebago County Medical Examiner's Office, Winnebago County Corporation Counsel, Winnebago County Family Court Commissioner, Winnebago County Court Commissioners, Winnebago County Emergency Management Department, and Winnebago County Child Support Office and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Submits recommendations for Winnebago County Board rules to be considered at the Winnebago County Board organization meeting or at other Winnebago County Board meetings.
- C. Submits recommendations for apportionment of supervisory districts in Winnebago County.

Wis. Stat. 323.14

24.6 FINANCE AND ADMINISTRATION COMMITTEE

The committee consists of five Winnebago County Board Supervisors. The committee:

- A. Reviews policy issues relating to the Winnebago County Department of Administration, Winnebago County Treasurer's Office, Winnebago County Finance Department, Winnebago County Human Resources Department, Winnebago County Clerk's Office, and Winnebago County Information Technology Department and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Receives all personnel requests for study and recommendation.
- C. Reviews proposed personnel policies and amendments as submitted by the Director of Human Resources and Winnebago County Executive and submits recommendations to the Winnebago County Board for consideration and legislative action.
- D. Reviews personnel actions in all Winnebago County departments as reported by the Director of Human Resources.
- E. Recommends to the Winnebago County Board, prior to the earliest time for filing nomination papers, a salary schedule for elected officials, appointed officials and other employees of Winnebago County unless otherwise determined by agreement or law.
- F. Authorizes budgetary alterations as permitted in Wis Stat. 65.90(5) in any of the following situations:
 1. A transfer of funds between budgeted items of an individual county department if such budgeted items have been separately appropriated, and
 2. Supplementation of appropriations for a particular office or department by transfer from the Contingency Fund. The limitation on the dollar amount set aside in the budgetary alteration shall be the amount set aside in the Contingency Fund or the sum of \$40,000.00, whichever is the lesser sum, and
 3. Notwithstanding subsection (2), above, to accept gifts for any Winnebago County Department and appropriate monies received from said gifts to their intended purpose provided that the total amount of said appropriation does not exceed 10% of the total amount of funds budgeted for such office department or activity for that budgetary year.

The committee may refuse to authorize a budgetary alteration in whole or in part or may grant any such alteration conditionally as it deems appropriate.

G. Reviews all financial reports submitted to the Winnebago County Board by the Winnebago County Executive, by Winnebago County officials and by auditors retained by Winnebago County. (The County Executive is charged with the responsibility to examine, settle and allow all general accounts against Winnebago County and to have issued Winnebago County orders therefor.)

H. Advises the Winnebago County Director of Finance and Winnebago County Executive in the matter of investment of county funds and reports to the Winnebago County Board from time to time regarding Winnebago County finances.

I. Examines all claims filed against Winnebago County for illegal taxes of any kind and shall make a report to the Winnebago County Board and submit a recommendation on all matters pertaining to illegal taxes.

J. Performs such responsibilities as are indicated in Sec. 3.03 of the Winnebago County General Code concerning properties taken by Winnebago County by tax deed.

K. Advises with the Winnebago County **Director of Administration** and Winnebago County Executive in matters establishing appropriate insurance coverages for Winnebago County.

L. Reviews all claims filed against Winnebago County pursuant to Wis Stats. ~~59.76~~ and Sec. 893.80 and submits its recommendation to the Winnebago County Board for consideration and legislative action. Submits an annual report on the disposition of all claims.

M. Reviews and adopts affirmative action plans submitted by the Affirmative Action **Commission**.

N. Studies, recommends, and forwards all grant applications **acceptances** to the **Winnebago** County Board.

~~O. Reviews all proposals and needs relating to Winnebago County's present and future information systems and technologies related thereto.~~

24.7 LAND CONSERVATION COMMITTEE

Land Conservation consists of 5 Winnebago County Board Supervisors and two citizen members, one who is a person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7. Two members shall be members of the **Natural Resources** Committee. **The Winnebago County Board shall designate a representative from the Winnebago County Planning and Zoning Committee and the Winnebago County Solid Waste Management Board.** The committee:

A. Is a policy making body determining the broad outlines and principles governing administration of Winnebago County soil and water conservation. The committee reviews policy issues relating to the Winnebago County soil and water conservation programs and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.

~~B. Is the committee of jurisdiction for the Land and Water Conservation Department.~~

B. Develops and adopts standards and specifications for management practices to control erosion, sedimentation, and nonpoint source water pollution throughout Winnebago County.

C. Distributes and allocates federal, state and county funds made available to the committee for cost sharing programs or other incentive programs for improvements and practices relating to soil and water conservation on private or public lands.

D. Carries out prevention and control measures and works of improvement for flood prevention and for conservation, development, utilization and control of water within Winnebago County. These preventative and control measures and works of improvement may be carried out on lands owned or controlled by that state or any of its agencies, with the cooperation of the agency administering and having jurisdiction of the land, and on any other lands within Winnebago County upon obtaining the consent of the landowner or the necessary rights or interests in the land.

E. Prepares long range plans which include inventories of natural resources in Winnebago County, a description of present natural resource uses and a projection of future trends, an assessment of resource conservation problems in relation to use practices and actions necessary to correct those problems including specific goals and provisions for the development, management, and conservation of soil, water and related natural resources.

F. Enters into agreements with, or furnishes financial, technical, planning, or other assistance to any agency, governmental or otherwise, or any landowner, or land user, within the incorporated or unincorporated parts of Winnebago County, in carrying out resource conservation operations and works of improvement for flood prevention or for the conservation, development, utilization and protection of soil and water resources within Winnebago County.

G. Encourages soil and water conservation research and educational information and public service outreach programs.

Wis. Stats. 92.06, 92.07, and 92.09

24.8 HEALTH AND HUMAN SERVICES BOARD

The Health and Human Services Board includes six five Winnebago County Board Supervisors and three-four citizen members who are appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors.

A. The Board determines the broad outlines, principles and policies governing the administration and scope of the health and human services array of public health, human services, nursing home services, veteran services, and recommends budgetary and legislative action to be taken by the Winnebago County Board as it relates to the departments under its jurisdiction.

B. The Health and Human Services Board is authorized to act as the Winnebago County Board of Health pursuant to Wis. Stat. 251.03(1)

Wis. Stats. 46.23(4), 45.81 and 251.03.

24.9 SOLID WASTE MANAGEMENT BOARD

This Board consists of nine members, five of whom are Winnebago County Board Supervisors and four citizen members, all appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. **Subject to the rules and regulations established and amended by the Winnebago County Board and the Winnebago County Executive in their respective areas of responsibility,** the Solid Waste Management Board:

a) Develops a plan for a solid waste management system.

b) Collects, transports, disposes of, destroys or transforms wastes, including without limitation because of enumeration, garbage, ashes or incinerator residue, municipal, domestic, agricultural, industrial and commercial rubbish, waste or refuse material, including explosives, pathological wastes, chemical wastes, herbicide and pesticide wastes.

c) Acquires lands within Winnebago County by purchase, lease, donation or eminent domain for use in the solid waste management system.

d) Authorizes employees or agents to enter upon lands to conduct reasonable and necessary investigations and tests to determine the suitability of sites for solid waste management activities whenever permission is obtained from the property owner.

e) Acquires by purchase, lease, donation or eminent domain such easements or other limited interests in lands as are desired or needed to assure compatible land uses in the environs of any site that is part of the solid waste disposal system.

f) Establishes operations and methods of waste management that are considered appropriate. Waste burial operations shall be in accordance with sanitary landfill methods and the sites shall, insofar as is practicable, be restored and made suitable for attractive recreational or productive use upon completion of waste disposal operations.

g) Acquires necessary equipment, uses equipment and facilities of the Winnebago County Highway Department; and constructs, equips and operates incinerators or other structures to be used in the solid waste management system.

h) Adopts and enforces ordinances necessary for the conduct of the solid waste management system and provides forfeitures for violations.

i) Contracts with private collectors or transporters or municipalities to receive and dispose of wastes.

j) Engages in, sponsors or co-sponsors research and demonstration projects intended to improve the techniques of solid waste management or to increase the extent of reuse or recycling of materials and resources included within the wastes.

k) Accepts funds derived from state or federal grant or assistance programs and enters into necessary contracts or agreements.

l) Appropriates funds and levy taxes to provide funds for acquisition or lease of sites, easements, necessary facilities and equipment and for all other costs required for the Solid Waste Management System except that no municipalities which operates its own solid waste collection management program under Wis. Stat. 287.09(2)(a) or waste collection and disposal facility or property therein shall be subject to any tax levied hereunder to cover the cost of operation of these functions. Such appropriations may be treated as a revolving capital fund to be reimbursed from proceeds of the system.

m) Makes payments to any municipality in which Winnebago County disposal sites or facilities are located to cover the reasonable costs of services rendered to such sites or facilities.

n) Charges or assesses reasonable fees, approximately commensurate with the costs of services rendered to persons using the services of the Winnebago County Solid Waste Management System. Fees may include a reasonable charge for depreciation which shall create a reserve for future capital outlays for waste disposal facilities or equipment. All assessments for liquid waste shall be assessed by volume.

o) Creates service districts which provides different types of solid waste collection or disposal services. Different regulations and cost allocations may be applied to each service district. Costs allocated to such service districts may be provided by general tax upon the property of the respective districts or by allocation of charges to the municipalities whose territory is included within such districts.

p) Utilizes or disposes of by sale or otherwise any and all products or by-products of the solid waste management system.

q) Imposes fees, in addition to the fees imposed under Wis. Stat. 289, upon persons who dispose of solid waste at publicly owned solid waste disposal sites in Winnebago County for the purpose of cleaning up closed or abandoned solid waste disposal sites within Winnebago County, subject to all of the following conditions:

1. The fees are based on the amount of solid waste that is disposed of by each person.

2. The fees may not exceed 20 percent of the amount that is charged for the disposal of the solid waste.

3. The effective date of the fees and any increase in the fees is January 1 and such effective date is at least 120 days after the date on which the board adopts the fee increase.

4. The cleanup of the site is conducted under the supervision of the department of natural resources.

5. The board may prevent the implementation of, or may terminate, fees imposed by the solid waste management board.

Wis. Stat. 59.70(2)(3) and Winnebago County General Code 15.04.

26.0 LEGISLATIVE COMMITTEE

The Committee shall be composed of the Chairs of the Committees listed in Section 23.1 of these Rules, **the Chair of the Winnebago County Solid Waste Management Board, and Chair of the Winnebago County Health and Human Services Board**, as well as the County Board Chairperson, or the Vice Chairperson in the absence of the County Board Chairperson.

The Legislative Committee reviews proposed federal and state legislation and administrative regulations impacting Winnebago County and provides and informs area legislators and Wisconsin Legislative Committees of the recommendations of the Winnebago County Board. The Committee reports its actions and any pertinent information relating to legislation to the Winnebago County Board.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that said amendments to the Winnebago County Committee and Board structure may become effective, pending adoption at the organizational meeting, on April 23, 2024.

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Cox, seconded by Supervisor Gabert, to postpone indefinitely.

Motion by Supervisor Gustafson, seconded by Supervisor Defferding, to call the question.

Vote on call the question: AYES: 31; NAYES: 2 – Nichols and Schellenger; ABSTAIN: 1 - Jeziorny; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on Motion to Postpone Indefinitely. AYES: 14 – Nichols, Borchart, Eisen, Wise, Albrecht, Gabert, Binder, Ponzer, Ernst, Schellenger, Buck, Powers, Cox and Nelson; NAYES: 19; ABSTAIN: 1 – Jeziorny; ABSENT: 2 – Ellenberger and Farrey. MOTION FAILED. .

Motion by Supervisor Gustafson, seconded by Supervisor Hanson, to call the question on the original resolution.

Vote on call the question: AYES: 29; NAYES: 4 – Nichols, Binder, Schellenger and Cox; ABSTAIN: 0; ABSENT: 3 – Horan, Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 15 – Dowling, Horan, Defferding, Nussbaum, Stafford, Floam, Belville, Hinz, Zellmer, Hanson, Gustafson, Bureau, Harrison, Zastera and Miller; NAYES: 18; ABSTAIN: 1 – Jeziorny; ABSENT: 2 – Ellenberger and Farrey. MOTION FAILED.

6. Ordinance No. 286-112023:

Amend Winnebago County General Code Section 11.01 (County Human Services Board) and Repeal Winnebago County General Code Section 11.06 (County Board of Health) To Create the Winnebago County Health and Human Services Board

WHEREAS, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

WHEREAS, the Task Force members have spoken with other counties and asked for feedback from Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

WHEREAS, the Task Force has reviewed the responses.

WHEREAS, the Task Force has determined that the best interests of Winnebago County align with having a Health and Human Services Board consisting of a combination of the currently existing Human Services Board and the Board of Health.

NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS: that it hereby amends Sections 11.01 in its entirety of the Winnebago County General Code with the following language:

11.01 **WINNEBAGO COUNTY HEALTH AND HUMAN SERVICES BOARD:**

(1) Pursuant to Wis. Stats. 46.23(4), **251.03(1)**, there is established a Winnebago County **Health and Human Services Board**. **The Health and Human Services Board shall have those powers and duties as enumerated in Wis. Stats. 46.23(5m)(m) and 251.04(9).**

(2) **MEMBERSHIP:** The Winnebago County **Health and Human Services Board** shall consist of nine (9) members, ~~Five (5) members of the Winnebago Health and Human Services Board shall be members of the Winnebago County Board of Supervisors. Of the four (4) remaining members of the Human Services Board, at least one (1) member shall be an individual who receives or has received human services or shall be a family member of such an individual. The remainder of the County Human Services Board members shall be consumers of services or citizens at large. No public or private provider of services may be appointed to the County Human Services Board.~~

including six five Winnebago County Board Supervisors and three four citizen members appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. At least one member of the Board should be a physician and registered nurse, and if unable to locate, a good faith effort shall be made to appoint a physician assistant and nurse practitioner, or both. Additionally, one member shall be an individual who receives or has received services from the Human Services departments or a family member of the same. Additionally, an at large member shall be named.

(3) **APPOINTMENT:** ~~(a)~~ Appointment to the Winnebago County **Health and Human Services Board** shall be made by the Winnebago County Executive, subject to confirmation by the Winnebago County Board of Supervisors.

(4) **TERM:** ~~(a)~~ All Members of the Winnebago County **Health and Human Services Board** **shall serve a staggered three (3) year term, with the terms of one-third of the members expiring on December 31st of each year. A member who was appointed while a member of the Winnebago County Board of Supervisors who is not reelected to that office may be removed from the Winnebago County Health and Human Services Board on due notice in writing.**

~~Three (3) of those members appointed to the Health and Human Services Board shall serve a term which shall expire on December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board shall serve a term which shall expire on December 31, 2003. The remaining three (3) members of the Health and Human Services Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board shall be filled as provided pursuant to Subsections (2) and (3) above. Members of the Health and Human Services Board who are not members of the Winnebago County Board of Supervisors shall be entitled to a per diem and expenses for attendance at Health and Human Services Board meetings in the same amounts as paid to those persons who are members of the County Board of Supervisors.~~

(5) REMOVAL:

~~(a) All members of the Winnebago County Human Services Board shall serve a term of three (3) years. Three (3) of those members appointed to the Human Services Board shall serve a term which shall expire on December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board shall serve a term which shall expire on December 31, 2003. The remaining three (3) members of the Health and Human Services Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board shall be filled as provided pursuant to Subsections (2) and (3) above. Members of the Human Services Board who are not members of the County Board of Supervisors shall be entitled to a per diem and expenses for attendance at Human Services Board meetings in the same amounts as paid to those persons who are members of the County Board of Supervisors.~~

~~(a) The resignation, non-election, or removal of a member of the Winnebago County ~~Health and Human Services Board~~ from the Winnebago County Board of Supervisors shall automatically result in said person's ineligibility and removal from the Winnebago County ~~Health and Human Services Board~~.~~

(5) BUDGET

~~The Winnebago County Health and Human Services Board shall prepare with the assistance of the Human Services Director a proposed budget for submission to the Winnebago County Executive pursuant to Wis. Stat. 46.23(5m)(c)~~

(6) LICENSURE/CERTIFICATION OF HUMAN SERVICES BOARD MEMBERS

~~(a) The Winnebago County Human Services Department shall not license or certify any member of the Winnebago County ~~Health and Human Services Board~~ for any purpose during the term of that person upon the Winnebago County ~~Health and Human Services Board~~. Should a Winnebago County ~~Health and Human Services Board~~ member apply to the Department of Human Services for certification or licensure, said application shall be referred to an outside human services or social services agency for review and decision upon said application.~~

~~(7) EFFECTIVE DATE: (a) This ordinance shall become effective on January 1, 2000~~

~~BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that Winnebago County General Code Section 11.06 be repealed in its entirety.~~

~~BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that said amendments to the Winnebago County General Code may become effective, **pending adoption at the organizational meeting, on April 23, 2024.**~~

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Cox, seconded by Supervisor Nussbaum, to call the question.

Vote on call the question: AYES: 32; NAYES: 2 – Albrecht and Schellenger; ABSTAIN: 0;

ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 14 – Dowling, Horan, Defferding, Nussbaum, Stafford, Floam, Belville, Hinz, Hanson, Gustafson, Bureau, Harrison, Zastera and Miller; NAYES: 20; ABSTAIN: 0; ABSENT: 2 – Ellenberger and Farrey. MOTION FAILED.

7. Resolution No. 287-112023: Amend Human Resources Policies to Adopt Paid Time Off (PTO) Plan

WHEREAS, Winnebago County has for many years offered its regular employees benefit programs which include, among other things, vacation, paid holidays, floating holidays, paid sick leave, and funeral leave; and

WHEREAS, the labor markets have changed nationally and locally, making it more difficult for the county to attract and retain well-qualified employees, while those seeking positions have an increased level of interest in paid time off benefits; and

WHEREAS, the consultant hired by the county earlier this year recommended that the county evaluate and improve its paid time off benefits to be more competitive in the marketplace, and that benefits be made more consistent among different groups of employees; and

WHEREAS, by consolidating current policies regarding vacation, floating holidays, funeral leave, and sick leave into a combined paid time off (PTO) benefit, employment with the county can be made more attractive to prospective new employees, while existing employees will be encouraged to stay; and

WHEREAS, a new set of time off policies has been drafted, following extensive discussion with and feedback from department heads, managers, employees, and County Board members; and

WHEREAS, although there may be some impact on employee productivity due to increased paid time off, there is also expected to be a savings resulting from reduced employee turnover and better staffing levels.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that, effective as of the end of the day on December 31, 2023, it hereby amends Human Resources Policies 13 – Family and Medical Leave, 15 – Unpaid Leave and Other Leaves of Absence, 17 – Vacation (to be renamed Paid Time Off (PTO)), 18 – Holidays, 20 – Income Continuation Benefits, 26 – Layoffs, and 27 – Termination of Employment by replacing those policies in their entirety with the attached new policies; and that the attached Transition Document is hereby adopted as a set of temporary policies in place until they expire on December 31, 2024.

Submitted by: PERSONNEL & FINANCE COMMITTEE

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

Motion by Supervisor Gustafson, seconded by Supervisor Hanson, to call the question.
Vote on call the question: AYES: 31; NAYES: 3 – Nichols, Eisen and Schellenger; ABSTAIN: 0;
ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on resolution. AYES: 32; NAYES: 1 – Nichols; ABSTAIN: 1 – Eisen; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

8. Ordinance No. 288-112023: Amend 11.08(4) of the Winnebago County General Code Setting Forth Definitions of Individual and General Orders

WHEREAS, the people of Winnebago County have shown up to both Legislative and County board meetings in 2020 with concerns about an unelected official being given enforcement powers that supersede restrictions and regulations to county government authority; and

WHEREAS, the current definition of "Individual Order" is vague and can also apply to a public gathering, thereby impeding upon the right to free public assembly; and

WHEREAS, all Supervisors have taken an Oath of Office to uphold the Constitution of the United States.

NOW, THEREFORE, the Winnebago County Board of Supervisors does ordain the following amendments (cited in red ink) are made to 11.08 (4) of the Winnebago County General Code:

(a) Individual Order: Any health order under this Ordinance applicable to a specific person ~~group of persons, or gathering spot~~ that is deemed reasonable and necessary to prevent and suppress communicable disease.

(b) General Order: Any health order under this Ordinance that impacts the public at large, ~~including a group of persons or gathering spot~~, that is deemed reasonable and necessary to prevent and suppress communicable disease. Any health order not deemed an Individual Order will be considered a General Order.

Submitted by: SUPERVISOR BRIAN DEFFERDING, District 6
SUPERVISOR CONLEY HANSON, District 26
SUPERVISOR JACOB FLOAM, District 16

Motion by Supervisor Defferding, seconded by Supervisor Gustafson, to adopt.

Motion by Supervisor Eisen, seconded by Supervisor Nichols, to take a 15-minute recess to review documentation. FAILED BY VOICE VOTE.

Motion by Supervisor Dowling, seconded by Supervisor Defferding, to make an amendment to line 20, and add the verbiage, "who has tested positive" before the phrase "that is deemed".

After discussion, Supervisor Dowling removed her motion.

Motion by Supervisor Eisen, seconded by Supervisor Buck, to refer this back to the Board of Health for discussion.

Vote on referring this back to the Board of Health. AYES: 10 – Nichols, Borchart, Eisen, Wise, Binder, Belville, Buck, Powers, Cox and Nelson; NAYES: 24; ABSTAIN: 0; ABSENT: 2 – Ellenberger and Farrey. MOTION FAILED.

Motion by Supervisor Nussbaum, seconded by Supervisor Swan, to call the question. CARRIED BY VOICE VOTE.

Vote on Original Resolution. AYES: 19; NAYES: 14 – Nichols, Borchart, Eisen, Wise, Gordon, Ponzer, Ernst, Zellmer, Schellenger, Buck, Powers, Cox, Jeziorny and Nelson; ABSTAIN: 1 – Binder; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

9. Ordinance No. 289-112023: Amend 11.08(6)(d)(2) of the Winnebago County General Code Involving General Orders made by the Winnebago County Health Officer

WHEREAS, in the majority opinion of the Wisconsin Supreme Court Decision "Becker Vs. Dane County," ruled in 2022, concluded that Public Health Officers are subject to local controls and county regulations; and

WHEREAS, during Governor Evers Safer at Home order, Wisconsin saw an unemployment spike going from 2.9% in March of 2020 to 14.10% by April of 2020, according to the Bureau of Labor and Statistics; and

WHEREAS, this rise in unemployment was one of the deciding factors of Winnebago County to accept the Neighborhood Grant to fund for additional housing, as homelessness increased in Winnebago County since 2020; and

WHEREAS, Winnebago County was amongst the rest of the country feeling the effects of high inflation due in part to the amount of people leaving the workforce and not enough people replacing them, according to a study by Forward Analytics from the Wisconsin Counties Association.

NOW, THEREFORE, the Winnebago County Board of Supervisors does ordain that the following amendments (cited in red ink) are made to 11.08(6)(d)(2) of the Winnebago County General Code:

2. Any General Order must be based upon the duties, responsibilities, and powers as identified in Chapter 252, Wis. Stats., §251.06(3), Wis. Stats., and §66.0113 and 66.0119, Wis. Stats. Any General Order is advisory only until reviewed and reaffirmed or revised and affirmed ~~by the Winnebago County Board of Supervisors~~ **by at least two thirds of the entire county board membership** at its next regularly scheduled

~~meeting date or within 14 days, whichever is earlier.~~ All general orders will specify a duration for the order and an expiration date, but will have a maximum duration of ~~60 days~~ **7days** unless otherwise authorized by the County Board.

Submitted by: SUPERVISOR BRIAN DEFFERDING, District 6
SUPERVISOR CONLEY HANSON, District 26
SUPERVISOR JACOB FLOAM, District 16

Motion by Supervisor Defferding, seconded by Supervisor Gustafson, to adopt.

Motion by Supervisor Buck, seconded by Supervisor Schellenger, to make an amendment to line 21, to remove verbiage "at least two thirds of the entire county board membership" after the word "by" and replace with the verbiage, "a majority of those present and voting".

Vote on amendment. AYES: 13 – Nichols, Borchart, Wise, Binder, Gordon, Ponzer, Ernst, Schellenger, Buck, Powers, Egan, Jeziorny and Nelson; NAYES: 19; ABSTAIN: 1 – Eisen; ABSENT: 3 – Ellenberger, Zellmer and Farrey. MOTION FAILED.

Motion by Supervisor Gustafson, seconded by Supervisor Floam, to call the question on the original resolution.

Vote on call the question: AYES: 26; NAYES: 8 – Nichols, Eisen, Wise, Ernst, Schellenger, Buck, Powers and Zastera; ABSTAIN: 0; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

Vote on original resolution. AYES: 19; NAYES: 15 – Nichols, Borchart, Eisen, Wise, Albrecht, Binder, Gordon, Ponzer, Ernst, Zellmer, Schellenger, Buck, Powers, Cox and Nelson; ABSTAIN: 0; ABSENT: 2 – Ellenberger and Farrey. MOTION PASSED.

P. ADJOURN

Motion by Supervisor Albrecht, seconded by Supervisor Gustafson, to adjourn until the Board's next meeting on Tuesday, December 19, 2023, at 6:00 p.m. The meeting was adjourned at 10:18 p.m.

Submitted by:
Cassie J. Smith-Gregor
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Cassie J. Smith-Gregor 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 November 21, 2023.

Cassie J. Smith-Gregor
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

December 12, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

BOARD OF ADJUSTMENT – I am appointing Mr. Tom Verstegen of the town of Black Wolf. He is currently the second alternate. His term will expire on June 30, 2025. A vacancy remains for the board and an alternate to the board.

BOARD OF HEALTH – Mrs. Kim Malouf of the city of Oshkosh to the Board of Health. Her term will expire on July 1, 2024. A vacancy for a physician and a citizen member remains on the board of health. The vacancies must be filed by residents of the city of Oshkosh or the city of Neenah.

GRIEVANCE REVIEW BOARD – Mrs. Linda Tipler of the town of Winneconne to a term expiring December 31, 2028. Two vacancies remain.

HUMAN SERVICES BOARD – Supervisor Kay Horan and Supervisor Becky Nichols for term expiring December 31, 2026, or when service on the county board ends. I am reappointing Mr. Harold Singstock for term expiring December 31, 2026

I am appointing Supervisor Ed Jeziorny to a term expiring December 31, 2025, or when service on the county board ends.

WINNEFOX LIBRARY SYSTEM BOARD OF DIRECTORS – I am reappointing Ms. Katherine Freund for term expiring December 31, 2026. Multiple vacancies remain.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read 'Jon Doemel'. The signature is fluid and cursive, with a large initial 'J' and 'D'.

Jon Doemel
Winnebago County Executive

What is Solutions Recovery?

Solutions Recovery is a recovery community organization located in Oshkosh, WI. Our mission is to serve those impacted by alcohol and drug addiction to increase the quality of life in our community. We do this by offering a safe space for community to meet amongst other programming outlined below.

What do we do?

Recovery Community Center: Our community center is open 365 days a year from 8am-830pm and features a coffee shop and place for group or individual meetings to occur. Our community center hosts approximately 3 recovery friendly events per month (on all major holidays) and provides a safe substance free, family friendly environment that is open to the public. There are over 30 different offerings per week including 12 step meeting, Yoga, and other support groups.

Sober Living: We offer two types of Sober Living programming to our residents. The first offers a 6 month initial program for individuals to completely transform their lives and learn a new way to live without substances. We also offer long term options for graduates of the program in family or shared roommate arrangement homes.

Peer Support: Our peer support team is a rapid response model that is available 24/7 – 365 to serve anyone impacted by alcohol or drug addiction. Our team administers a 24/7 addiction support hotline and provides scene response for many partner agencies such as: Winnebago County Sheriff's Office, Oshkosh Fire Department, Oshkosh Police Department, Winnebago County Crisis, and other community partners. Our team also offers transportation to recovery meetings, activities and necessary appointments as needed.

Childcare: As childcare can often be a barrier to individuals attending recovery support activities, Solutions partnered with the Winnebago County Health Department to offer childcare onsite for parents attending recovery activities.

We Heart You App: Solutions is the administrator and chief collaborator of the We Heart You recovery resource app that serves the Winnebago County and the surrounding areas. This app is loaded with treatment and community resources that help support anyone impacted by drug or alcohol addiction.

Neighborhood Investment Fund Grant Update # 2

As a large thank you to Winnebago County for the receipt of our Neighborhood investment fund grant, we have been able to increase the impact of services provided by Solutions Recovery and residents of Winnebago County.

Neighborhood Investment Fund Grant Activities:

- Purchased 5 homes increasing our bed capacity from 15 to 45.
- Created a secondary housing program that provides safe and affordable housing to successful graduates of Solutions Recovery.
- Increased organization sustainability by paying off the homes removing many long-term liabilities.
- Served an additional 40 individuals with housing due to the capacity increase.



In addition to the housing activities Solutions carried out these activities with Neighborhood Investment Fund Grant dollars:

- Started a 3,000 sq foot expansion to our current recovery community center.
 - This addition will add space for more group and individual meetings to support the community center activities
 - Handicap accessibility is being added with a wheelchair lift and first floor welcome center.



DATE: 12/19/2023

R E S O L U T I O N

No. 001

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 12/001/23

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF CLAYTON in accordance with the petition of Jay R Schultz 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 CLAYTON, be and the same, are amended to provide that the attached described property be changed from the classification of **R-1 (rural residential)** of said ordinance, which it now and heretofore had, to the zoned district of **A-2 (Agricultural)**.

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

see attached documents
County Board Supervisor
(Town of Clayton)

PARCEL NO: **006-0403-04**; FROM **R-1** TO **A-2**

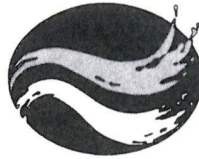
COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2023.

Jon Doemel – County Executive

County Board Supervisory district **36 - Miller**



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2023

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Change(s)

1. Jay Schultz - Town Zoning Change (Tax ID No 006-0403-04) – Town of Clayton.

1. T.E
2. H.M
4-0
The town zoning change for Jay Schultz is consistent with Winnebago County's Future Land Use Plan. The Town of Clayton approved the zoning change from R-1 Rural Residential District) to A-2 (General Agriculture District) and Winnebago County's 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.

2. Kristi Dercks - Town Zoning Change (Tax ID No 028-0920-03) – Town of Winchester.

1. H.M
2. S.Z
4-0
The town zoning change for Kristi Dercks is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) to R-1 (Rural Residential District) and Winnebago County's 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.

3. Winnebago County - Town Zoning Change (Tax ID No 026-0099-01) – Town of Vinland.

1. T.E
2. H.M
4-0
The town zoning change for Winnebago County is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change to P1 (Institutional and Recreational Park District) and Winnebago County's 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.

4. Sally Reinert - Town Zoning Change (Tax ID No 026-0097) – Town of Vinland.

1. S.Z.

2. H.W.

4-0

The town zoning change for Sally Reinert is consistent with Winnebago County's Future Land Use Plan. The Town of Vinland approved the zoning change to R1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Residential.

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

TOWN OF CLAYTON

ORDINANCE 2023-Z003

AN ORDINANCE TO AMEND THE OFFICIAL TOWN OF CLAYTON ZONING MAP – WINNEBAGO COUNTY, WISCONSIN

- WHEREAS**, one or more applications for amendment(s) to the “Town of Clayton Zoning Map – Winnebago County, Wisconsin” have been filed with the Town of Clayton Clerk as described herein; and
- WHEREAS**, following the requisite Notices and Public Hearing(s), the proposed amendment(s) have been reviewed and recommended to the Town of Clayton Board of Supervisors by the Town’s Plan Commission; and
- WHEREAS**, the application(s) for amendment(s) to the “Town of Clayton Zoning Map – Winnebago County, Wisconsin” does comply with the Town’s future land use element of the Town of Clayton Comprehensive Plan 2016 - 2036; and
- WHEREAS**, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Article 7 of the Town of Clayton Zoning Code of Ordinances; and
- NOW, THEREFORE BE IT ORDAINED THAT**, the Board of Supervisors of the Town of Clayton, County of Winnebago, State of Wisconsin, pursuant to Article 7 of the Town of Clayton Zoning Code of Ordinances, hereby adopts the following amendment(s) to the “Town of Clayton Zoning Map – Winnebago County, Wisconsin”:

Section 1: The Official “Town of Clayton Zoning Map – Winnebago County, Wisconsin” is amended as follows:

A. Property Owner(s):

Jay R. Schultz, 8777 Oakwood Ave, Neenah, WI 54956

006-0403-04

Legal description of property:

Part of Lot 1, CSM #6296; and part of Lot 4, CSM #3330, all part of the Southeast ¼ and Northeast ¼ of the Northeast 1/4, Section 15, Town 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

Findings of Fact:

1. The Town of Clayton has an adopted Comprehensive Plan.
2. The Future Land Use Plan Map of the Comprehensive Plan shows the subject property as “Residential – Single and Duplex”.
3. The proposed General Agriculture (A-2) District zoning is consistent with the aforementioned “Working Lands” and “Residential – Single and Duplex” future land use categories.
4. Therefore, a zoning map amendment from Rural Residential (R-1) District to General Agriculture (A-2) District is consistent with the adopted Comprehensive Plan.
5. The zoning map amendment is compatible with adjacent land uses.


The above-described property is hereby rezoned from:

Rural Residential (R-1) District to General Agriculture (A-2) District

Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the "Town of Clayton Zoning Map – Winnebago County, Wisconsin" shall be effective upon approval by the Winnebago County Board.

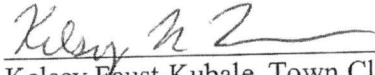
Adopted this 15th day of March, 2023

Vote: Yes: 5 No: 0 Abstain: 0 Absent: 0



Russell D. Geise, Town Chair

ATTEST:



Kelsey Faust-Kubale, Town Clerk

Town Board

Roll Call Vote Tally

Meeting Date: March 15, 2023

Agenda Item: Plan Commission Recommendation: Motion to approve Ordinance 2023-Z003 An Ordinance to Amend the Official Town of Clayton Zoning Ordinance Map for properties known as part of Tax ID #006-0403 and all of Tax ID #006-0403-01 from R-1 (Rural Residential District) to A-2 (General Agriculture District).

Motion by: SR

Second by: PC

MOTION: Motion to approve Ordinance 2023-Z003 to amend the Official Town of Clayton Zoning Map.

Supervisor Vote:	Aye	Nay	Abstain
3 Chair Geise	<u>1</u>	<u> </u>	<u> </u>
1 Supervisor Reif	<u>1</u>	<u> </u>	<u> </u>
2 Supervisor Lettau	<u>1</u>	<u> </u>	<u> </u>
5 Supervisor Grundman	<u>1</u>	<u> </u>	<u> </u>
4 Supervisor Christianson	<u>1</u>	<u> </u>	<u> </u>

TOWN OF CLAYTON
PLAN COMMISSION RESOLUTION # 2023-004
RE-ZONING OF TAX ID #006-0403, AND TAX ID #006-0403-01

The Plan Commission for the Town of Clayton has recommended ☒ Approval [] Denial
of the following Rezoning:

Owner: Jay R. Schultz

Applicant: Martenson & Eisle, Inc

Location: 8777 Oakwood Ave, Neenah, WI 54956

Legal Description: Being a part of the Southeast ¼ of the Northeast ¼, and being part of the Northeast ¼ of the Northeast ¼, both in Section 15, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, Wisconsin.

Parcel Number: The properties are known as Tax ID # 006-0403 (approximately 12 acres); Tax ID # 006-0403-01 (approximately 5.05 acres);

Explanation: Applicant is requesting a Zoning Change from R-1 (Rural Residential District) to A-2 (General Agriculture District).

Town Findings:

1. The Town does have an adopted land use plan
2. The proposed zoning change does comply with the Town's adopted Land Use Plan.
3. The proposed zoning change is consistent with the Town's pending Future Land Use Plan.
4. The proposed zoning change is consistent with the existing land use pattern

Signed: _____

Dick Knapinski, Plan Commission Chair

Date: _____

3/8/2023

Attest: _____

Kelsey Faust-Kubale, Town Clerk

Date: _____

3/8/2023

Plan Commission

Roll Call Vote Tally

Meeting Date: 3/8/23

Agenda Item: Plan Commission review & recommendation on a Re-Zoning Application submitted by Martenson & Eisle, Inc., & Resolution 2023-004, A Resolution Recommending the Re-Zone of Properties known as Tax ID #006-0403; and Tax ID #006-0403-01 (8777 Oakwood Ave) from R-1 (Rural Residential District) to A-2 (General Agriculture District).

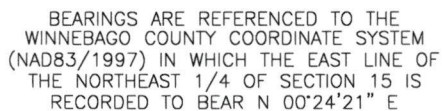
Motion by: BH

Second by: WN

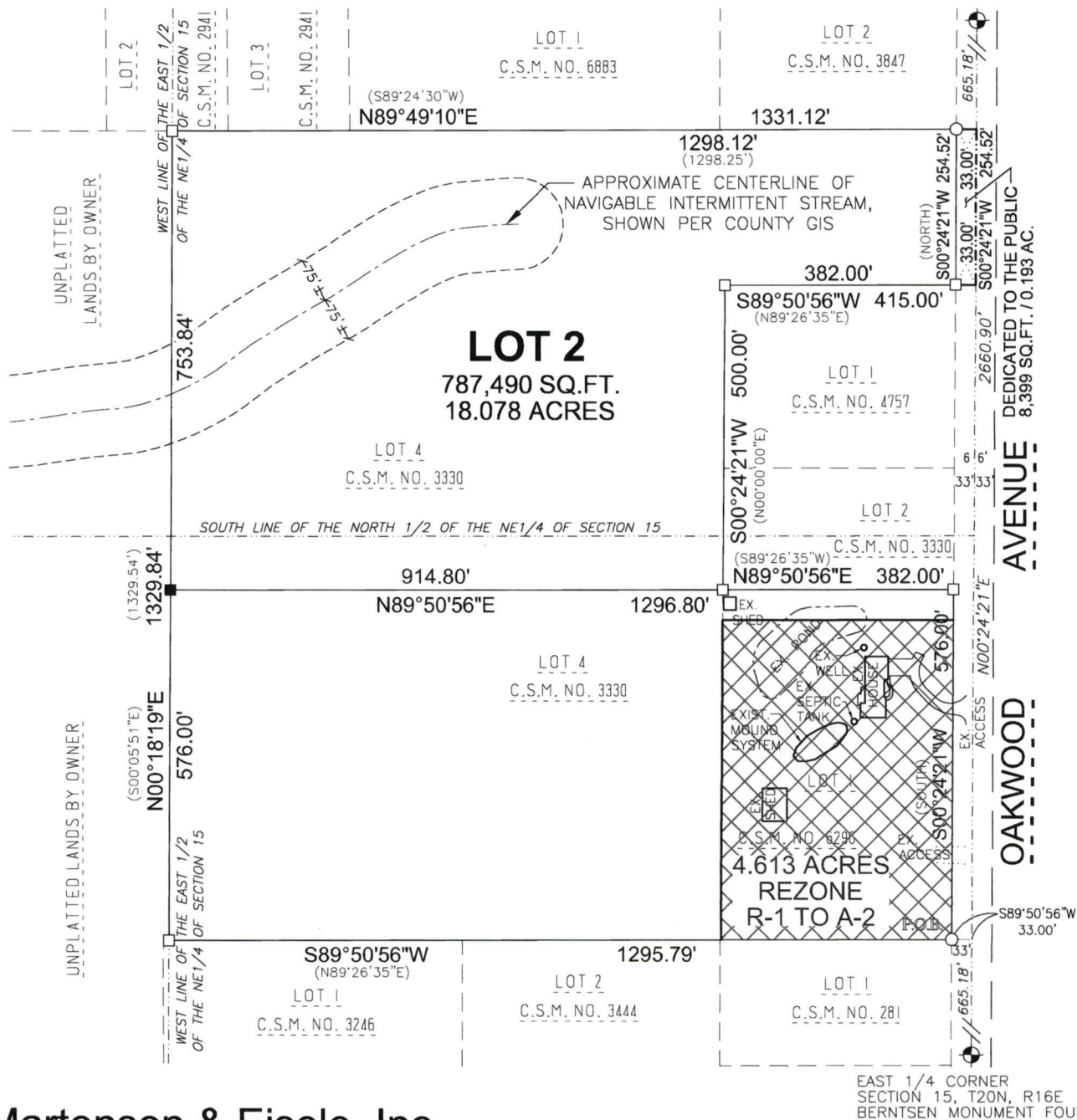
Motion to approve Resolution 2023-004 A Resolution Recommending the Re-zoning of Properties from R-1 (Rural Residential District) to A-2 (General Agriculture District).

Commissioner Vote:	Aye	Nay	Abstain
4 Chair Knapinski	<u>1</u>	<u> </u>	<u> </u>
5 Commissioner Ketter	<u>1</u>	<u> </u>	<u> </u>
1 Commissioner Nemecek	<u>1</u>	<u> </u>	<u> </u>
2 Commissioner Haskell	<u>1</u>	<u> </u>	<u> </u>
3 Town Board Rep. Christianson	<u>1</u>	<u> </u>	<u> </u>
② Commissioner Dorow	<u>1</u>	<u> </u>	<u> </u>

PART OF LOT 1, CERTIFIED SURVEY MAP NO. 6296; ALL LOCATED IN THE SOUTHEAST 1/4 AND THE
NORTHEAST 1/4 OF THE NORTHEAST 1/4, SECTION 15, TOWNSHIP 20 NORTH, RANGE 16 EAST,
TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN.



NORTHEAST CORNER
SECTION 15, T20N, R16E
BERNTSEN MONUMENT FOUND



Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

PROJECT NO. 1-1729-001
FILE 1-1729-001Rezone.dwg SHEET 1 OF 1
THIS INSTRUMENT WAS DRAFTED BY: C.Cleary

DATE: 12/19/2023

R E S O L U T I O N

No. 002

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 12/002/23

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINCHESTER in accordance with the petition of Kristi Dercks and

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

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINCHESTER, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (Agricultural)** 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**.

see attached documents

County Board Supervisor
(Town of Winchester)

PARCEL NO: **028-0920-03**; 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 _____, 2023.

Jon Doemel – County Executive

County Board Supervisory district **36 - Miller**

Town of Winchester

Ordinance 2023-03

Ordinance to Amend the Official Town of Winchester Zoning Ordinance Map

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

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

A. Property Owner: Kristi Dercks

028-0926-03

Legal description of property: The property located at 5641 Lakeview Road, Larsen, being specifically described as Tax ID 028-0920-01 and the additional lands immediately to the south as identified as LOT 1 on the attached CSM, all in Section 35, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agricultural District) to R-1 (Rural Residential District).

Findings of Fact:

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

The above-described property is hereby rezoned from:

A-2 (General Agricultural District) to R-1 (Rural Residential District).

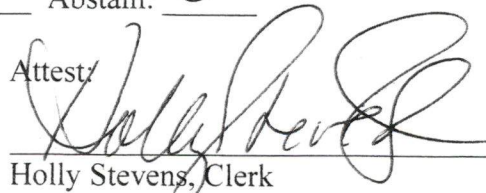
Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. The amendment to the Town of Winchester Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 21st day of August 2023

Vote: Yes: 2 No: 0 Absent: 1 Abstain: 0


Matthew J Olson, Chairman

Attest/


Holly Stevens, Clerk

Town of Winchester

8522 Park Way, Larsen, WI 54947
920.836.2948

August 22, 2023

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

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

Dear Mr. Rowe,

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

Re-zoning application submitted by Kristi Dercks, for the property located at 5641 Lakeview Road, Larsen, being specifically described as Tax ID 028-0920-01, in Section 35, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin along with the addition of the lands immediately to the south of the property as identified as LOT 1 on the attached CSM. The application is to re-zone the property from A-2 (General Agricultural District) to R-1 (Rural Residential District).

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

Sincerely,



Holly Stevens
Town of Winchester Clerk

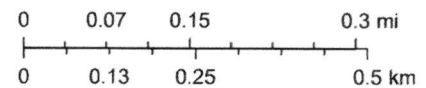
CC County Clerk, Julie Barthels

Part of 028-0920 and 028-0920-01 Kristi Dercks Rezoning



8/17/2023, 12:47:42 PM

1:10,746



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

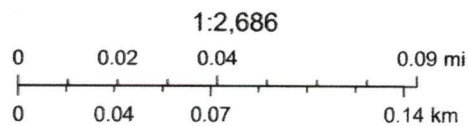
Winnebago County GIS, Imagery Date: April 2020

Part of 028-0920 and 028-0920-01 Kristi Dercks Rezoning



8/17/2023, 12:44:13 PM

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

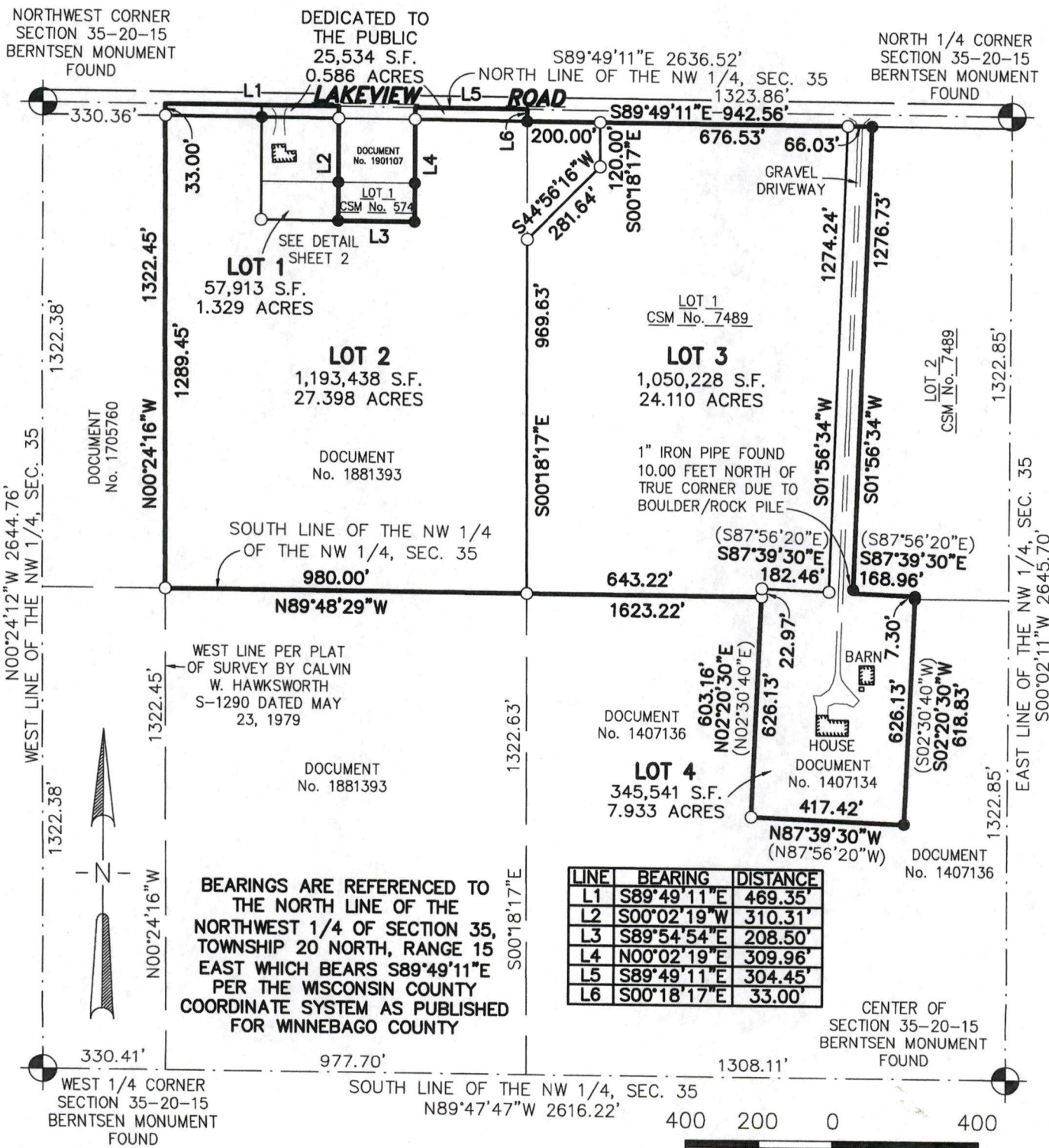


Winnebago County GIS, Imagery Date: April 2020

CERTIFIED SURVEY MAP NO. SHEET 1 OF 6

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS
RECORDED IN DOCUMENT No. 1792063, A PART OF THE
NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE
NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF
THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION
35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF
WINCHESTER, WINNEBAGO COUNTY, WISCONSIN

FOR: -RON DERCKS
-21 HOLLYHOCK COURT
-APPLETON, WI 54914



LEGEND

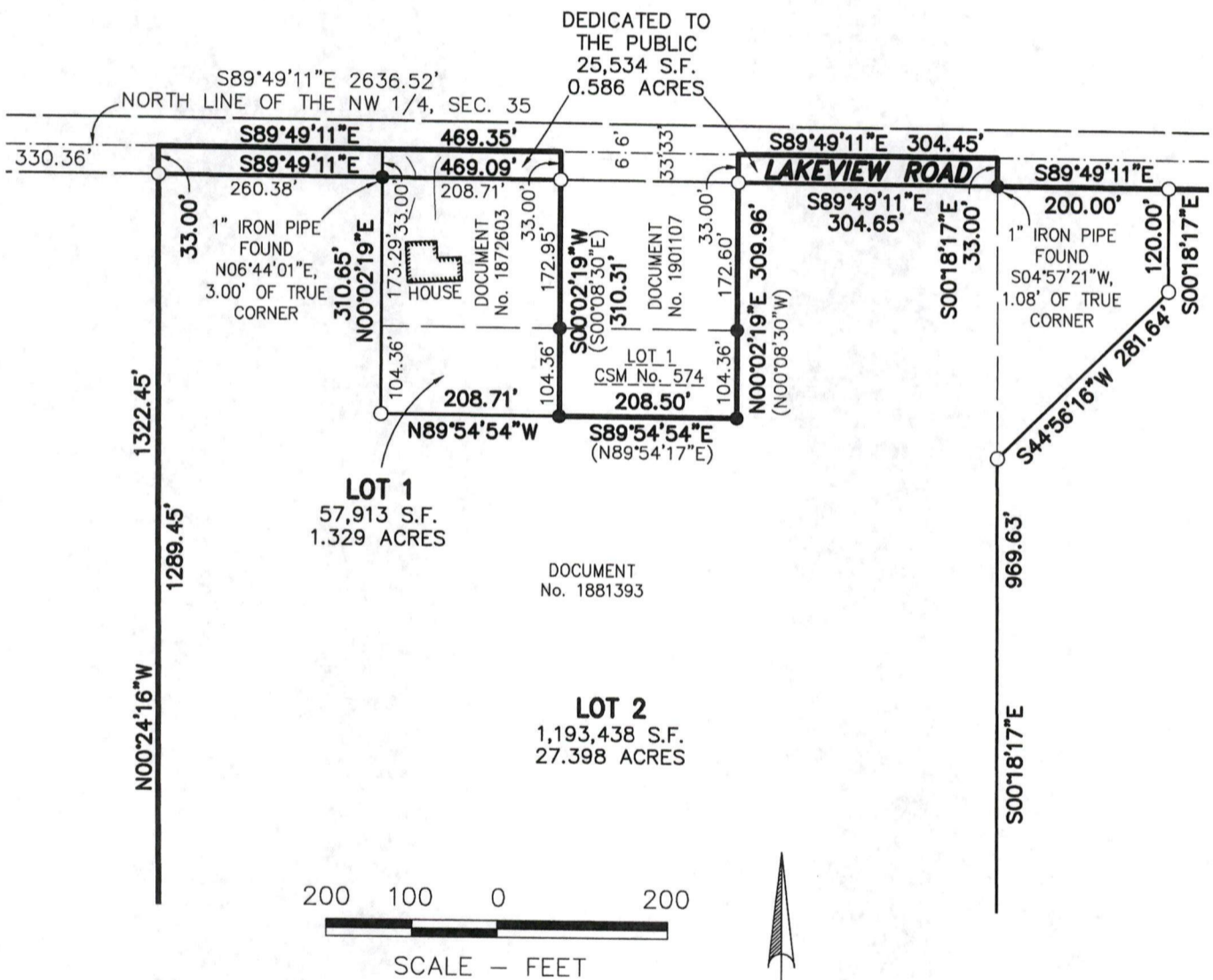
- - 3/4" x 18" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- - 1" IRON PIPE FOUND (1.315" O.D.)
- ⊕ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
- () - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET

McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.

DRAFTED BY: Corey W. Kalkofe

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS RECORDED IN DOCUMENT No. 1792063, A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE NORTH LINE OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST WHICH BEARS S89°49'11"E PER THE WISCONSIN COUNTY COORDINATE SYSTEM AS PUBLISHED FOR WINNEBAGO COUNTY

LEGEND

- - 3/4" x 18" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
- - 1" IRON PIPE FOUND (1.315" O.D.)
- ⊙ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
- () - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS RECORDED IN DOCUMENT No. 1792063, A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN

SURVEYOR'S CERTIFICATE

I, Douglas E. Woelz, Wisconsin Professional Land Surveyor S-2327, certify that I have surveyed, divided and mapped all of Lot 1 of Certified Survey Map No. 7489 as recorded in Document No. 1792063, a part of the Northwest 1/4 of the Northwest 1/4, a part of the Northeast 1/4 of the Northwest 1/4 and a part of the Southeast 1/4 of the Northwest 1/4 of Section 35, Township 20 North, Range 15 East, Town of Winchester, Winnebago County, Wisconsin containing 2,672,654 square feet (61.356 acres) of land and more fully described as follows:

Commencing at the Northwest corner of said Section 35; thence S89°49'11"E, 330.36 feet along the North line of the Northwest 1/4 of said Section 35 to the West line of a Plat of Survey by Calvin W. Hawksworth, dated May 23, 1979 and the Point of Beginning; thence continue S89°49'11"E, 469.35 feet along said North line to the Northeast corner of Lands described in Document No. 1872603; thence S00°02'19"W, 310.31 feet along the East line of said Lands to the Southwest corner of Lot 1 of Certified Survey Map No. 574 as recorded in Volume 1 of Maps on Page 574 as Document No. 534394; thence S89°54'54"E, 208.50 feet along the South line of said Lot 1 to the Southeast corner thereof; thence N00°02'19"E, 309.96 feet along the East line of said Lot 1 and its Northerly extension to said North line of the Northwest 1/4; thence S89°49'11"E, 304.45 feet along said North line to the Northwest corner of Certified Survey Map No. 7489 as recorded in Document No. 1792063; thence S00°18'17"E, 33.00 feet along the West line of said Certified Survey Map to the Northwest corner of Lot 1 of said Certified Survey Map No. 7489 and the South right-of-way line of Lakeview Road; thence S89°49'11"E, 942.56 feet along said South right-of-way line and the North line of Lot 1 of said Certified Survey Map No. 7489 to the Northeast corner thereof; thence S01°56'34"W, 1276.73 feet along the East line of said Lot 1 to the Southeast corner thereof; thence S87°39'30"E, 168.96 feet along the South line of Lot 2 of said Certified Survey Map No. 7489 to the Northeast corner of Lands described in Document No. 1407134; thence S02°20'30"W, 626.13 feet along the East line of said Lands to the Southeast corner thereof; thence N87°39'30"W, 417.42 feet along the South line of said Lands to the Southwest corner thereof; thence N02°20'30"E, 603.16 feet along the West line of said Lands to the South line of said Lot 1 of Certified Survey Map No. 7489; thence N89°48'29"W, 1623.22 feet along said South line of Lot 1 and the South line of the Northwest 1/4 of the Northwest 1/4 of said Section 35 to the West line of a Plat of Survey by Calvin W. Hawksworth, dated May 23, 1979; thence N00°24'16"W, 1322.45 feet along said West line to the Point of Beginning.

That I have made this survey by the direction of the Owner(s) of said Land.

I further certify that this map is a correct representation of the exterior boundary lines of the land surveyed and the division of that land, and that I have complied with s. 236.34 of the Wisconsin Statutes and the subdivision regulations of Winnebago County and Town of Winchester in surveying, dividing and mapping the same.

Given under my hand and seal this _____ day of _____, 20____.

Douglas E. Woelz, WI Professional Land Surveyor S-2327

CERTIFIED SURVEY MAP NO. _____

SHEET 4 OF 6

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS RECORDED IN DOCUMENT No. 1792063, A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN

TOWN OF WINCHESTER BOARD APPROVAL

We hereby certify that the Town of Winchester Board of Supervisors approved this Certified Survey Map by voice vote at their regular meeting of _____, with/without conditions, and we do hereby certify that all conditions were satisfied and the approval was granted and effective on this _____ day of _____, 20____.

Town Chairperson
Matt Olson

Date

Town Clerk
Holly Stevens

Date

CERTIFICATE OF PLANNING & ZONING COMMITTEE

Pursuant to the Land Subdivision Regulations of Winnebago County, Wisconsin, all the requirements for approval have been fulfilled. This minor subdivision was approved by the Winnebago County Planning and Zoning Committee.

Authorized Signature

Date

Printed Name

CERTIFICATE OF TREASURERS

I, being the duly elected, qualified and acting Treasurer, do hereby certify that in accordance with the records in my office there are no un-paid taxes or un-paid special assessments on any of the lands included in this Certified Survey Map.

Town Treasurer
Julie Sorenson

Date

County Treasurer
Amber L. Hoppa

Date

NOTES:

-THIS CERTIFIED SURVEY MAP IS ALL OF PARCEL ID'S 028092001, 0280920, 028091902 & 028092402.

-THE PROPERTY OWNERS OF RECORD ARE THE KRISTI L. DERCKS, RONALD A. & CINDY L. DERCKS REVOCABLE TRUST, GEORGE FAMILY PROPERTIES, LLC AND LONA L. GEORGE, TRUSTEE OF THE LONA L. GEORGE TRUST, LAND CONTRACT VENDOR.

-THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN PROPERTY DESCRIBED IN DOCUMENT No.s 1872603, 1881393, 1407136 & 1407134.

CERTIFIED SURVEY MAP NO. _____

SHEET 5 OF 6

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS RECORDED IN DOCUMENT No. 1792063, A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN

OWNER'S CERTIFICATE

Kristi L. Dercks, As Owner, I hereby certify that I caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I also hereby certify that this CSM is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Town of Winchester
Winnebago County Planning & Zoning Committee

Dated this _____ day of _____, 20____.

Kristi L. Dercks

State of Wisconsin)
_____)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Notary Public

_____ County, _____

My commission expires _____

OWNER'S CERTIFICATE

Ronald A. & Cindy L. Dercks Revocable Trust, As Owners, We hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also hereby certify that this CSM is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Town of Winchester
Winnebago County Planning & Zoning Committee

Dated this _____ day of _____, 20____.

Ronald A. Dercks—Trustee

Cindy L. Dercks—Trustee

State of Wisconsin)
_____)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Notary Public

_____ County, _____

My commission expires _____

CERTIFIED SURVEY MAP NO. _____

SHEET 6 OF 6

ALL OF LOT 1 OF CERTIFIED SURVEY MAP No. 7489 AS RECORDED IN DOCUMENT No. 1792063, A PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, A PART OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 AND A PART OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 35, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN

OWNER'S CERTIFICATE

As Owners, George Family Properties, LLC, a Wisconsin Limited Liability Company, duly organized and existing under and by virtue of the laws of the State of Wisconsin, does hereby certify that we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. We also hereby certify that this CSM is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Town of Winchester
Winnebago County Planning & Zoning Committee

Dated this _____ day of _____, 20____.

Lona L. George, Managing Member

State of Wisconsin)
)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Notary Public

_____ County, _____

My commission expires _____

OWNER'S CERTIFICATE

Lona L. George Trust, As Owner(s), I/We hereby certify that I/we caused the land described on this Certified Survey Map to be surveyed, divided, mapped and dedicated as represented on this Certified Survey Map. I/We also hereby certify that this CSM is required by s. 236.10 or s. 236.12 to be submitted to the following for approval or objection:

Town of Winchester
Winnebago County Planning & Zoning Committee

Dated this _____ day of _____, 20____.

Lona L. George, Trustee of the Lona L. George Trust, Land Contract Vendor

State of Wisconsin)
)ss
_____ County)

Personally appeared before me on the _____ day of _____, 20____, the above named person(s) to me known to be the person(s) who executed the foregoing instrument, and acknowledged the same.

Notary Public

_____ County, _____

My commission expires _____

DATE: 12/19/2023

R E S O L U T I O N

No. 003

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 12/003/23

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF VINLAND in accordance with the petition of WINNEBAGO COUNTY and

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

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF VINLAND, be and the same, are amended to provide that the attached described property be changed from the classification of **SHORELAND** of said ordinance, which it now and heretofore had, to the zoned district of **P-1 (Institutional & Recreational Park District)**.

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

see attached documents

County Board Supervisor
(Town of Vinland)

PARCEL NO: **026-0099-01**; FROM **SHORELAND** TO **P-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 _____, 2023.

Jon Doemel – County Executive

County Board Supervisory district **30 - Farrey**

P-1 PLO. RESIDENCE

TOWN OF Vinland
TOWN CLERK: Karen Brazee

SUBMITTAL FORM

Name of Property Owner: Winnebago County

Address of Owner: Oshkosh, WI 54904

Name of Applicant: same as above

Address of Applicant: same as above

Legal description of area to be rezoned (attach CSM if applicable):

Removal of Winnebago County Shoreland Zoning and Town zoning has been added as P1

Tax Parcel Number(s): 026009901

Section: 5 Town: 19N Range: 16E

Existing Zoning: _____ Name of District: _____

Proposed Zoning: P1 Name of District: Institutional and Recreational Park Dist

Town Board Action: ☒ Approval ☐ Denial

Town Findings:

Does the town have an adopted Land Use Plan? yes

Does the request agree with the Plan? yes

Other findings approved by the Town Board Vote (list):

I, Karen Brazee, Clerk of Town of Vinland, hereby certify that a public hearing was conducted on 9/12/2023 and that all required notices were posted and/or mailed as by local ordinance.

Signed: Karen Brazee

Date: 9/12/23

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

1 of 1

Find | Next



Parcel Profile Report for 026009901

Real Estate Property & Tax Information

This tax information was compiled on THURSDAY, JUNE 29, 2023

Mailing Address:

WINNEBAGO COUNTY
PO BOX 2808
OSHKOSH WI 54903 2808

Owner(s):

WINNEBAGO COUNTY

[Interactive Map](#)

[More Details](#)

Tax Parcel Number:

026009901

Tax District:

026-TOWN OF VINLAND

Acres:

0.72

(lot near
Wio wash
trail)

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

[Interactive Map](#)

Assessed Values

[More Assessment Details](#)

Land:

\$0

Improvements:

\$0

Total:

\$0

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

PT NW1/4 NW FRAC1/4 COM 1102 FT W OF NE COR W 130 FT S 250 FT E 130 FT N 250 FT TO
BEG .72 A.

Document Number:

1524057

Site Address(es):

4495 BREEZEWOOD LN

OSHKOSH WI 54904

Public Land Survey System (PLSS) Information

[Interactive Map](#)

Physical Location(s):

NW 1/4, NW 1/4 of Section 5, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

Description:

Jurisdiction:

NO DATA AVAILABLE CONTACT
LOCAL ZONING AUTHORITY

Extraterritorial:

NONE

Shoreland:

NONE

[Interactive Map](#)

Navigable Stream and Surface Water Drainage Information

[Interactive Map](#)

Classification:

NONE

Source:

Type:

Surface Water Drainage Dist:

NONE

Airport Zoning and Height Limitation Information

[Interactive Map](#)

Airport:

NONE

District(s):

Elevation Range:

770 - 774

Height Limitation(s):

NONE

Building Height:

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

[Interactive Map](#)

County District:

NONE

SFHA Zone:

ZONE X

SFHA Zone Type:

OUTSIDE FLOODPLAIN

FIRM Panel:

55139C0100E

Map Effective Date:

MARCH 17, 2003

Wisconsin Wetland Inventory Information

[Interactive Map](#)

Area Code: Area Description:

S3/E1K

SCRUB/SHRUB, EMERGENT/WET MEADOW

Source:

WI DNR

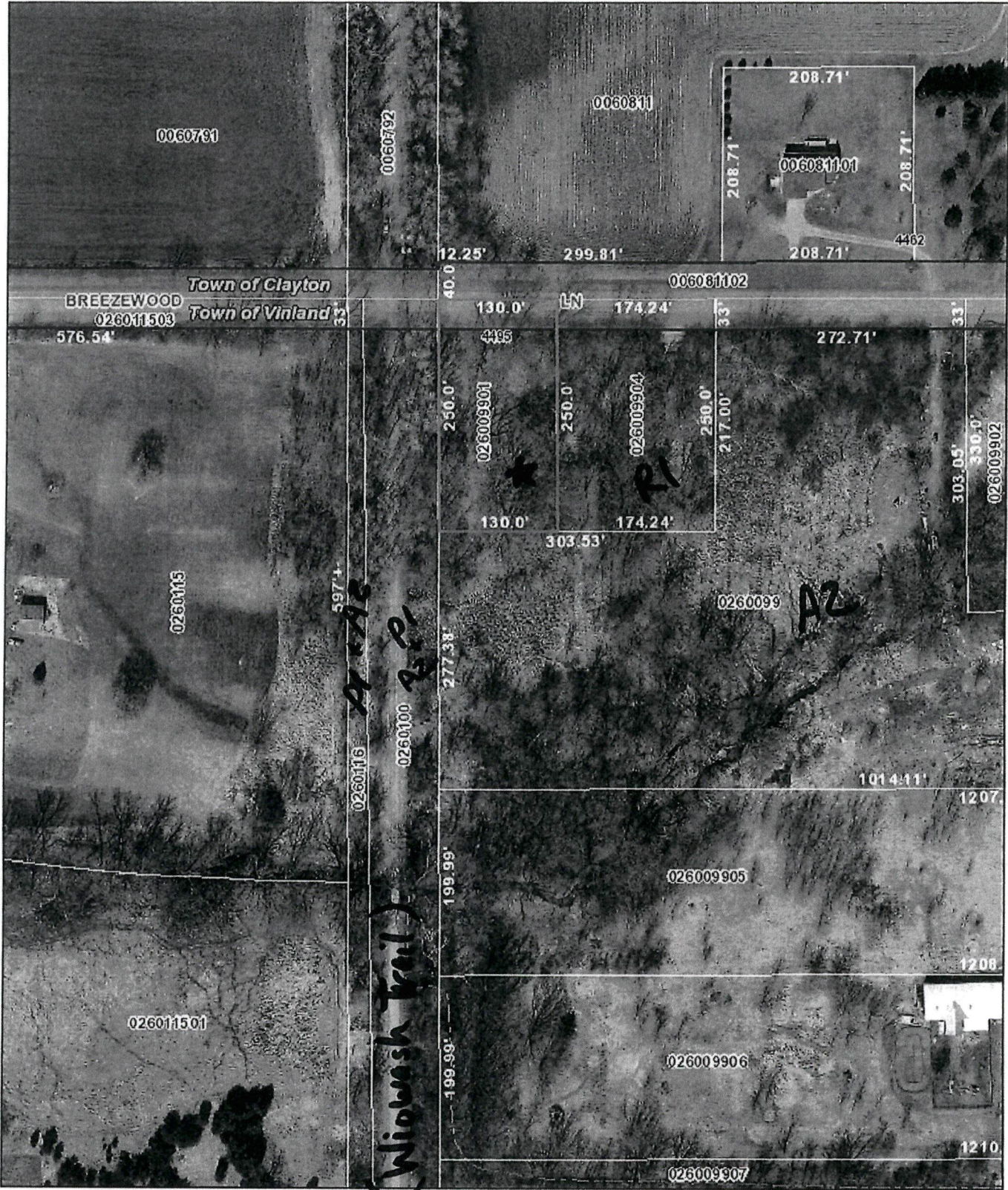
T3K

FORESTED

WI DNR

Site Map

026 - 009901



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

DATE: 12/19/2023

R E S O L U T I O N

No. 004

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 12/004/23

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF VINLAND in accordance with the petition of SALLY REINERT and

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

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF VINLAND, be and the same, are amended to provide that the attached described property be changed from the classification of **SHORELAND Zoning** 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**.

see attached documents

County Board Supervisor
(Town of Vinland)

PARCEL NO: **026-0097**; FROM **SHORELAND** 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 _____, 2023.

Jon Doemel – County Executive

County Board Supervisory district **30 - Farrey**

TOWN OF Vinland

TOWN CLERK: Karen Brazee

SUBMITTAL FORM

Name of Property Owner: Sally ReinertAddress of Owner: 7286 Fahley Rd Oshkosh, WI 54904Name of Applicant: same as aboveAddress of Applicant: same as above

Legal description of area to be rezoned (attach CSM if applicable):

Removal of Winnebago County Shoreland Zoning and Town zoning has been added as R1Tax Parcel Number(s): 0260097Section: 5 Town: 19N Range: 16E

Existing Zoning: _____ Name of District: _____

Proposed Zoning: R1 Name of District: Rural ResidentialTown Board Action: ☒ Approval ☐ Denial**Town Findings:**Does the town have an adopted Land Use Plan? yesDoes the request agree with the Plan? yes

Other findings approved by the Town Board Vote (list):

I, Karen Brazee, Clerk of Town of Vinland, hereby certify that a public hearing was conducted on 9/12/2023 and that all required notices were posted and/or mailed as by local ordinance.

Signed: Karen BrazeeDate: 9/12/23

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

1 of 1

Find | Next



Parcel Profile Report for 0260097

Real Estate Property & Tax Information

This tax information was compiled on THURSDAY, JUNE 29, 2023

Mailing Address:

REINERT, SALLY A
7286 FAHLEY RD
OSHKOSH WI 54904

Owner(s):

REINERT, SALLY A

Tax District:

026-TOWN OF VINLAND

School District:

6608-WINNECONNE COMMUNITY SCHOOL DISTRICT

Assessed Values

Land:

\$33,700

Improvements:

\$186,600

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

PT NE NW DESC AS LOT 1 OF CSM-3186 1.18 A.

Site Address(es):

7286 FAHLEY RD

OSHKOSH WI 54904

Public Land Survey System (PLSS) Information

Physical Location(s):

NE 1/4, NW 1/4 of Section 5, T.19N. - R.16E., TOWN OF VINLAND

General Zoning Information

District:

Description:

Jurisdiction:

NO DATA AVAILABLE CONTACT
LOCAL ZONING AUTHORITY

Extraterritorial:

NONE

Shoreland:

NONE

Navigable Stream and Surface Water Drainage Information

Classification:

NONE

Source:

Type:

Surface Water Drainage Dist:

NONE

Airport Zoning and Height Limitation Information

Airport:

NONE

District(s):

Elevation Range:

784 - 792

Height Limitation(s):

NONE

Building Height:

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

County District:

NONE

SFHA Zone:

ZONE X

SFHA Zone Type:

OUTSIDE FLOODPLAIN

FIRM Panel:

55139C0100E

Map Effective Date:

MARCH 17, 2003

Wisconsin Wetland Inventory Information

Area Code: Area Description:

NONE

Source:

Future Land Use Planning Information

[Interactive Map](#)

[More Details](#)

Tax Parcel Number:

0260097

Acres:

1.18

[Interactive Map](#)

[More Assessment Details](#)

Total:

\$220,300

Document Number:

1671968

[Interactive Map](#)

[Interactive Map](#)

[Interactive Map](#)

[Interactive Map](#)

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[Interactive Map](#)

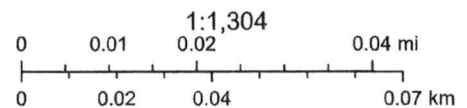
Site Map

026-0097



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



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RESOLUTION: Commendation for Joby Wolfgram

WHEREAS, Joby Wolfgram has been employed with Park View Health Center for the past thirty-three years, and during that time, has been a most conscientious and devoted County employee; and

WHEREAS, Joby Wolfgram 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 Joby Wolfgram for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Joby Wolfgram.

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this _____ day of _____, 2023.

Jonathan D. Doemel
Winnebago County Executive

1 **292-122023**

2 **ORDINANCE: Amend Winnebago County General Code Section 5.04 (2)(a) pertaining to**
3 **Cremation Permit Fees**
4
5

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

7 **WHEREAS**, Wis. Stat. 59.36 provides in pertinent part that "the board shall set the fees for all services
8 rendered by the coroner or medical examiner"; and

9 **WHEREAS**, prior to 2012 the Winnebago County Board of Supervisors established \$150.00 fee for the
10 issuance of a crematory permit; and

11 **WHEREAS**, in mid-2015, the Winnebago County Board of Supervisors raised the permit fee to \$200.00 but
12 the passage of Wis. Stat. 59.365 prohibited the fee increase. Wis. Stat. 59.365 provided in pertinent part:

13 "(1) From July 14, 2015 to April 17, 2017, the board may not charge an amount that exceeds the amount that
14 was actually charged on April 17, 2015 ...

15 (2) If on or after April 18, 2017, the board increases the amount of any of the fees specified in sub. (1)(a) to
16 (c), any such increase may not exceed the annual percentage changed in the U.S. consumer price index for all urban
17 consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on
18 December 31 of the year before the increase."

19 **WHEREAS**, in January 2023, the Winnebago County Board of Supervisors increased the cremation permit
20 fee by \$10.00 which increased the permit fee to \$160.00;

21 **WHEREAS**, the costs associated with materials and professional supplies for the Medical Examiner's Office
22 have increased but the fees related to the cremation fees have remained the same; and

23 **WHEREAS**, Wis. Stat. 365 allows a yearly increase and it is the Medical Examiner office's recommendation
24 to implement a proposed increase in 2023 based on the 2022 Consumer Price Index.

25
26 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO**
27 **DOES ORDAIN AS FOLLOWS:** that Section 5.04 (2)(a) be amended to allow a \$10.00 increase in the cremation
28 permit fee, raising the permit fee to \$170.00.

29
30 **BE IT FURTHER ORDAINED** by the County Board of Supervisors of the County of Winnebago that said
31 amendment to the General Code of Winnebago County shall become effective on the date following the date of
32 publication.
33

34 *Fiscal Note: The increase in fees will result in an estimated increase in revenue of \$12,500.*
35

36 Respectfully submitted by:

37 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

38 Committee Vote: 5-0

39 Respectfully submitted by:

40 **PERSONNEL AND FINANCE COMMITTEE**

41 Committee Vote: 5-0

42 Vote Required for Passage: **Majority of Members Present**

43
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Approved by the Winnebago County Executive this ____ day of _____, 2023.

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 17, 2023
FROM: Medical Examiner Cheryl Brehmer
RE: Cremation Permit Fees

General Description:

The Winnebago County Board is responsible for setting all fees relating to services rendered by the coroner or medical examiner. I kindly ask that this committee assist the medical examiner's office with reevaluating the cremation permit fee.

Action Requested:

We are asking that the committee support an increase to the cremation permit fee in the amount of \$10.00 raising the permit fee to \$170.00 beginning 01/01/2024.

Procedural Steps:

Committee of Jurisdiction: Judiciary and Public Safety	Meeting date: 11/06/2023
Action taken: ___Approved_____	Vote: 5-0
Committee: Personnel and Finance	Meeting date: 12/07/2023
Action taken: ___Approved_____	Vote: 5-0

County Board

Meeting date: 12/19/2023

Background:

The fee of \$150.00 for issuance of a cremation permit was established by the county board prior to 2012. According to WI State Statute 59.36 the board shall set the fees for all services rendered by the coroner or medical examiner. The board did allow for an increase raising the permit fee to \$200.00 in mid-2015 but, due to WI State Statute 59.365, the moratorium on the fee increase disallowed for the increase and the fee was set back to \$150.00. In accordance with this moratorium the cremation permit fee may be increased but may not exceed the annual percentage change in the U.S. consumer price index. The board did pass Ordinance 147-122022 which increased the cremation permit fee in January 2023 by \$10.00 which increased the permit fee to \$160.00.

Costs associated to materials and professional supplies has continued to increase over the years and increased fees for autopsy, toxicology and transportation services will be assessed to the 2024 budget. Before a cremation permit is issued, a full body examination of the decedent is required along with inquiry into the cause and manner of death in accordance with WI State Statute 979.10 (1) (3) (a). We are hoping that the increase will help to offset some of the known operational expenses.

Policy Discussion:

Winnebago County is one of the few counties that does not assess a death certificate signing fee. Because this fee was not established before the fee moratorium was put in place, this is a fee that we are unable to increase in accordance with the consumer price index. In addition to deaths that are investigated by the medical examiner's office, deaths where physicians are unable or unwilling to sign a death certificate create added burden onto the investigators. As we are unable to assess a fee for the time and materials for these added investigations, increased revenue from allowable sources could help to offset these costs.

Attachments:

WI State Statutes 59.36 and 59.365

WI Coroner and Medical Examiner Fee Schedule

WISCONSIN CORONER/MEDICAL EXAMINER LISTING
10/11/2022

COUNTY	OFFICIAL	ADDRESS	PHONE NUMBER	CREMATION RELEASE FEE	CERTIFICATE SIGNING FEE	DISINTERMENT FEE
ADAMS	MARILYN ROGERS, ME	PO BOX 278, FRIENDSHIP, WI, 53934	608-339-4524	\$110.00	\$90.00	\$100.00
ASHLAND	BARBARA J BEEKSMA, CORONER	8 VICTORIA LA, ASHLAND, WI, 54806	715-682-7025	\$100.00	\$75.00	\$50.00
BARRON	MATE DUNSTON, ME	485 21 34 AVE, CUMBERLAND, WI 54829	715-537-3106	\$150.00	\$125.00	\$50.00
BAYFIELD	THOMAS M RENZ, CORONER	PO BOX 878, 615 SECOND AVE E, WASHBURN WI 54891	715-558-3650	\$75.00	\$0.00	\$50.00
BROWN	VINCENT TRANCHIDA, ME	PO 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
BUFFALO	CINDY GIESE, CORONER	407 S 2ND ST POB 484, ALMA, WI, 54610-0494	608-685-4433	\$127.50	\$30.50	\$51.00
BURNETT	MIKE MALONEY, ME	7410 CO RD K #114, SIREN, WI, 54872	715-349-2126	\$100.00	\$50.00	\$100.00
CALUMET	MICHAEL KAESER, ME	206 COURT ST, CHILTON, WI, 53014	920-849-2335	\$75.00	\$0.00	\$75.00
CHIPPewa	RONALD PATTEN, CORONER	32411 CO HWY MM, BOYD, WI, 54726	715-726-7701	\$125.00	\$125.00	\$125.00
CLARK	RICHARD SCHLEIFER, CORONER	317 SUNSET PL, NEILLSVILLE, WI, 54456	715-743-3157	\$125.00	\$25.00	\$45.00
COLUMBIA	KATELYN SCHARA, ACTING ME	PO BOX 132, PORTAGE, WI, 53901	608-742-4166	\$178.70	\$71.50	\$112.30
GRAVefORD	JOE MOROVITS, CORONER	225 N BEAUMONT RD #109, PRAIRIE DU CHIEN, WI, 53821	608-326-8414	\$75.00	\$25.00	\$10.00
DANE	VINCENT TRANCHIDA, ME	3111 LUDS LAKE, MCFARLAND, WI 53558	608-284-6000	\$291.00	\$0.00	\$0.00
DODGE	P.J. SCHOEDEL, ME	127 EAST OAK ST, JUNEAU, WI, 53039	920-386-3726	\$175.00	\$50.00	\$100.00
DOOR	VINCENT TRANCHIDA, ME	PO 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
DOUGLAS	DARRELL WITT, ME	1313 BELKNAP ST, SUPERIOR, WI, 54880-2779	715-395-1435	\$150.00	\$40.00	\$100.00
DUNN	MARCE ROSAS, ME	615 STOKKE PKWY STE G300, MENOMONIE, WI, 54751	715-232-1348	\$125.00	\$125.00	\$125.00
EAU CLAIRE	MARCE ROSAS, ME	721 OXFORD AVE STE 3520, EAU CLAIRE, WI 54703	715-839-4872	\$150.00	\$100.00	\$50.00
FLORENCE	JEFF RICKABY, CORONER	501 LAKE AVE, PO BOX 678, FLORENCE, WI 54121	715-628-3346	\$100.00	\$0.00	\$50.00
FOND DU LAC	ADAM COVACH, ME	134 WESTERN AVE, FOND DU LAC, WI, 54935	920-929-3366	\$193.50	\$61.00	\$150.00
FOREST	CRYSTAL SCHAUB, ME	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI, 54501	715-389-6196	\$126.00	\$50.00	\$125.00
GRANT	PHYLLIS FUERSTENBERG, CORONER	1115 ARBOR OAKS LA, LANCASTER, WI, 53813	608-723-2157	\$100.00	\$30.00	\$65.00
GREEN	MONICA HACK, CORONER	NB01 COUNTY RD S, JUDA, WI, 53560	608-328-9400	\$150.00	\$50.00	\$75.00
GREEN LAKE	JOHN WILLETT, CORONER	571 CTRY RD A, GREEN LAKE, WI, 54941	920-294-4000	\$153.15	\$40.84	\$100.00
IOWA	WENDELL HAMLIN, CORONER	222 N IOWA ST SUITE 102, DODGEVILLE, WI, 53533	715-561-3800	\$75.00	\$50.00	\$0.00
JACKSON	DIANE SIMONICH, CORONER	14007 N STATE LINE RD, HURLEY, WI, 54534	608-935-0383	\$100.00	\$0.00	\$100.00
JEFFERSON	BONNIE KINDSCHY, ME	N 33362 HWY 53, WHITEHALL, WI, 54773	715-284-5357	\$101.00	\$100.00	\$100.00
JUNEAU	NICHOL TESCH, ME	311 S CENTER AVE, JEFFERSON, WI, 53549	920-674-7119	\$204.00	\$25.00	\$50.00
KENOSHA	MYRON OESTREICH, ME	220 E STATE ST RM 9, MAUSTON, WI, 53948	608-847-5649	\$150.00	\$90.00	\$80.00
KENOSHAA	PATRICE HALL, ME	1000 55TH STREET, KENOSHA, WI 53140	262-653-3869	\$287.00	\$156.00	\$65.00
KENWUnee	RORY GROESSL, CORONER	50 VILLA HEIGHTS CT, ALGOMA, WI, 54201-9504	920-388-7108	\$150.00	\$35.00	\$50.00
LA CROSSE	TIMOTHY CANDAIL, ME	333 VINE STREET #1730, WI, 54601	608-785-9634	\$150.00	\$85.00	\$125.00
LAFAYETTE	LINDA J GEBHARDT, CORONER	12993 NORTH ROAD, ARGYLE, WI, 53504	608-776-4870	\$100.00	\$100.00	\$100.00
LINCOLN	LARRY SHADICK, CORONER	W7177 CTRY T, PEARSON, WI, 54462	715-627-6411	\$75.00	\$0.00	\$75.00
MAINTOWOC	PAUL PROULX, CORONER	W5444 TAYLOR ST, MERRILL, WI, 54452	715-536-6272	\$100.00	\$75.00	\$75.00
MARATHON	CURTIS GREEN, CORONER	1110 S 9TH ST, MAINTOWOC, WI, 54220	920-683-4008	\$125.00	\$25.00	\$75.00
MARINETTE	JESSICA BLAHNIK, ME	1308 WEST STREET, WAUSAU, WI 54401	715-261-1199	\$250.00	\$0.00	\$250.00
MARQUETTE	KALYNN VAN ERMEN, ME	1926 HALL AVENUE, MARINETTE, WI 54143	715-732-7421	\$100.00	\$50.00	\$50.00
MENOMINEE	THOMAS WASTART II, CORONER	PO BOX 237, OXFORD, WI, 53952-0237	608-297-2115	\$100.00	\$0.00	\$100.00
MILWAUKEE	PATRICK T ROBERTS, ME	PO BOX 279, KESHENA, WI, 54135	715-789-3881	\$75.00	\$0.00	\$0.00
MONROE	BRIAN PETERSON, ME	933 W HIGHLAND AVE, MILWAUKEE, WI, 53233	414-223-1200	\$357.00	\$153.00	\$50.00
MONROE	ROBERT SMITH JR, ME	112 S COURT ST RM 1005, SPARTA, WI, 54566	608-289-6333	\$100.00	\$100.00	\$100.00
ONEIDA	VINCENT TRANCHIDA, ME	PO BOX 23600, GREEN BAY, WI, 54305-3600	920-448-4185	\$262.00	\$141.00	\$62.00
OUTAGAMIE	CRYSTAL SCHAUB, ME	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI 54501	715-369-6196	\$125.00	\$50.00	\$125.00
OZAUKEE	DOUGLAS A BARTLETT, CORONER	320 SOUTH WALNUT ST, APPLETON, WI, 54911	920-632-6841	\$150.00	\$50.00	\$75.00
PEPIN	TIMOTHY J DEPPISCH, CORONER	1201 SPRING ST, PORT WASHINGTON, WI, 53074	262-238-9455	\$200.00	\$100.00	\$75.00
PEPIN	JOAN HUPPERT, CORONER	740TH 7TH AVE WEST, DURAND, WI 54736	715-672-7242	\$150.00	\$100.00	\$150.00

WISCONSIN CORONER/MEDICAL EXAMINER LISTING
10/11/2022

PIERCE	JOHN WORSING, ME	555 WEST OVERLOOK DRIVE, ELLSWORTH, WI 54011	715-273-5051	\$163.32	\$0.02	\$54.44
POLK	JOHN B DINNIES, ME	100 POLK COUNTY PLAZA STE 180, BALSAM LAKE, WI 54810	715-485-9218	\$175.00	\$100.00	\$175.00
PORTAGE	SCOTT RIFLEMAN, ME	1500 STRONGS AVE, STEVENS POINT, WI 54481	715-346-1449	\$75.00	\$0.00	\$75.00
PRICE	JAMES D DALBESIO III, CORONER	N6950 CORK RD, PHILLIPS, WI 54555-6331	715-339-3011	\$100.00	\$50.00	\$0.00
RACINE	MICHAEL J. PAYNE, ME	1717 TAYLOR AVENUE, 3RD FLOOR, RACINE, WI 53403-2497	262-636-3303	\$208.00	\$78.00	\$78.00
RICHLAND	JAMES C ROSSING, CORONER	410 EAST PEARL ST POB 195, LONE ROCK, WI 53556	608-604-8815	\$100.00	\$0.00	\$25.00
ROCK	VINCENT TRANCHIDA, ME	3530 N CTRY RD F, POB 1649, JAMESVILLE, WI 53547	608-757-5908	\$233.00	\$0.00	\$100.00
RUSK	JIM RASSBACH, ME	311 MINER AVE E RM 3153, LADYSMITH, WI 54757	715-532-2200	\$75.00	\$0.00	\$100.00
SAUK	GREG HAHN, CORONER	1319 SAUK AVE, BARABOO, WI 53913	608-365-4495	\$125.00	\$0.00	\$0.00
SAWYER	JOHN FROMEL, CORONER	15880 E 5TH ST, HAYWARD, WI 54843	715-558-5696	\$50.00	\$100.00	\$100.00
SHAWANO	BRIAN J WESTFAHL, CORONER	311 N MAIN ST, SHAWANO, WI 54186	715-526-3111	\$125.00	\$0.00	\$0.00
SHEBOYGAN	CHRISTOPHER NIERANG, ME	615 N 6TH STREET, SHEBOYGAN, WI 53081	920-459-3945	\$153.45	\$102.30	\$100.00
ST CROIX	PATTY SCHACHTNER, ME	1101 CARMICHAEL RD, HUDSON, WI 54016	715-381-4358	\$150.00	\$100.00	\$200.00
TAYLOR	SCOTT PERRIN, ME	224 S SECOND ST, MEDFORD, WI 54451	715-482-8680	\$75.00	\$0.00	\$0.00
TREMPEALEAU	BONNIE KINOSCHY, CORONER	N 33352 HWY 53, WHITEHALL, WI 54773	715-538-4351	\$100.00	\$0.00	\$100.00
VERNON	BETTY NICH, CORONER	318 FAIRLANE DR STE 216, VIREQUA, WI 54665	608-637-5284	\$78.00	\$26.00	\$0.00
VILAS	CRYSTAL SCHAUB, ME	ONEIDA COUNTY COURTHOUSE, PO BOX 400, RHINELANDER, WI 54501	715-369-6196	\$125.00	\$50.00	\$125.00
WALWORTH	GINA CARVER, ME	1770 COUNTY RD NN, ELKHORN, WI 53121	262-741-4729	\$250.00	\$0.00	\$0.00
WASHBURN	ANGELA PANK, CORONER	PO BOX 639, SHELL LAKE, WI 54671	715-468-4720	\$100.00	\$50.00	\$50.00
WASHINGTON	LYNDA BIEDRZYCKI, ME	500 ROLFS AVE, ROOM 1130, WEST BEND, WI 53090	262-335-4460	\$240.00	\$100.00	\$70.00
WAUKESHA	LYNDA BIEDRZYCKI, ME	515 W MORELAND BLVD, WAUKESHA, WI 53188-2428	262-548-7575	\$265.00	\$84.00	\$65.00
WAUPACA	CATHI WEGENER, ME	LAW ENFORCEMENT CENTER, 1402 ROYALTON ST, WAUPACA, WI 54981	715-298-4466	\$150.00	\$0.00	\$0.00
WAUSHARA	AMANDA THOMA, ME	430 E DIVISION STREET, WAUTOMA, WI 54982	920-787-5612	\$125.00	\$75.00	\$100.00
WINNEBAGO	CHERYL BREHMER, CORONER	448 ALGOMA BLVD, OSHKOSH, WI 54901	920-236-4804	\$150.00	\$0.00	\$50.00
WOOD	SCOTT D BREHM, CORONER	400 MARKET ST POB 8095, WIRAPIDS, WI 54985	715-459-3398	\$100.00	\$100.00	\$0.00

59.36 Coroner and medical examiner; fees. The board shall set the fees for all services rendered by the coroner or medical examiner. The fees may not exceed an amount that is reasonably related to the actual and necessary cost of providing the service.

History: [1983 a. 146](#); [1995 a. 201 s. 307](#); Stats. 1995 s. 59.36; [2015 a. 336](#).

59.365 Moratorium on fee increases.

(1) From July 14, 2015, to April 17, 2017, the board may not charge an amount that exceeds the amount that was actually charged on April 17, 2015, for any of the following fees:

(a) Fees for services rendered by a coroner or medical examiner.

(b) Fees assessed for the signing of a death record by a coroner or medical examiner.

(c) Fees assessed related to coroner or medical examiner transportation services.

(2) If on or after April 18, 2017, the board increases the amount of any of the fees specified in sub. [\(1\) \(a\)](#) to [\(c\)](#), any such increase may not exceed the annual percentage change in the U.S. consumer price index for all urban consumers, U.S. city average, as determined by the U.S. department of labor, for the 12 months ending on December 31 of the year before the increase.

(3)

(a) Notwithstanding subs. [\(1\) \(a\)](#) and [\(b\)](#) and [\(2\)](#), if a board that had been providing coroner or lay medical examiner services begins providing physician medical examiner services under an intergovernmental cooperation agreement under s. [66.0301](#) after December 31, 2015, and before April 1, 2016, the board may one time set the fee assessed for the signing of a death record at an amount exceeding the amount that was in effect on April 17, 2015, by not more than \$100 and may one time set the fee assessed for the issuance of a cremation permit at an amount exceeding the amount that was in effect on April 17, 2015, by not more than \$100. Fees under this paragraph may be established without regard to any change in the U.S. consumer price index.

(b) This subsection does not apply to a county with a population of more than 300,000.

History: [2015 a. 55, 336](#); [2017 a. 334](#).

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the amendments adjust the boat trailer parking fees at the Winnebago County Boat Landings to better reflect market value and to better position the County in the future to perform needed maintenance at the landings; and

WHEREAS, the Winnebago County Parks Department has identified numerous high-cost repairs and opportunities through the Comprehensive Outdoor Recreation Plan such as the Eureka concrete landing, Poygan concrete landing, Butte Des Morts parking and bathroom expansion in addition to parking lot maintenance and repaving at numerous locations coupled with dredging at numerous locations; and

WHEREAS, the Parks Department will enforce the updated fees listed in Chapter 19.24-11 Boat Landing Trailer Parking Permit Fees.

That Chapter 19.24-11 Boat Landing Trailer Park Permit Fees of the General Code of Winnebago County be revised as listed in Exhibit A.

Fiscal Impact: No fiscal impact

PARKS & RECREATION COMMITTEE

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

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: November 14, 2023
TO: Members of the Parks and Recreation Committee
FROM: Parks Director
RE: Chapter 19.24-11 Boat Landing Trailer Parking Permit Fees

General Description: The Parks Department is interested in making changes and modifications to Chapter 19.24-11 Boat Landing Trailer Parking Permit Fees.

Requested Action:

We are asking the committee to support the changes to Chapter 19.24-11 and recommend them to the County Board.

Procedural Steps:

Parks and Recreation Committee
Action taken: Approved
County Board
Action Taken

Meeting date: 11/14/23
Vote: 3-1
Meeting Date: 12/19/23
Vote:

Background:

The Winnebago County Parks Department is requesting to increase the boat landing fees for the 7 Winnebago County Boat Landings. The department feels that this increase is necessary to keep up with the needed maintenance and the cost of the maintenance. The goal is to make the boat landing fund more self-sustaining into the future.

Justification:

The Winnebago County Parks Department is requesting to increase the fees at the 7 Winnebago County Boat Landings. At the present moment, the Boat Landing Fund has \$168,705 in reserves. \$125,000 is scheduled to be spent next year to fix the Eureka Boat Landing.

In 2020, we ended the year losing \$63,532. In 2021, we ended the year losing \$36,922. In 2022, we ended the year profiting \$36,347. In 2023, we are projected to net less than \$15,000 by year end. In total in the last 4 years, we will have lost \$49,107. The long-range goal is to make the Boat Landing fund self-sustaining outside of larger capital improvement projects such as the Grundman Boat Landing Improvement project. We made steps in the right direction in 2022 when we removed the buoys from the boat landing fund. Now we need to look at increasing our fees to a rate in which we can comfortably take on a larger project every other or every third year.

In 2024, the Parks Department requested \$125,000 to repair the Eureka concrete landing. The cost for many of these repairs will be \$100,000 or higher due to the type of work that is being performed at the landings. I have included a few of these future projects below.

Our goal as the Parks Department is provide highly quality access points to our water system. We feel that by increasing the fees we are creating a more sustainable budget for the future. If the County Board does not wish to raise fees then we would need to wait longer to perform projects and needed repairs at the boat landings.

Sample Future Projects

- Eureka Concrete Landing
- Poygan Concrete Landing
- Additional Parking and Bathrooms at Butte des Morts
- Dredging – Buttes des Morts, Eureka, Boom Bay, Poygan, Black Wolf, and Asylum
- Parking Lot Pavement – Boom Bay, Poygan, 2nd Half of Black Wolf, Asylum, and Eureka
- Future Parking Expansion at Black Wolf

PROPOSED FEE INCREASE AMOUNTS		
Permit Type	Current Fee	Proposed Fee
3 County	\$50.00	\$50.00
3 Year Resident	\$75.00	\$120.00
3 Year Non-Resident	\$100.00	\$150.00
3 Year Senior	\$60.00	\$105.00
Annual Resident	\$35.00	\$40.00
Annual Non-Resident	\$45.00	\$50.00
Annual Senior Resident	\$30.00	\$35.00
3 Year Resident Supplemental	\$10.00	\$30.00
3 Year Non-Resident Supplemental	\$20.00	\$45.00
Annual Resident Supplemental	\$5.00	\$10.00
Annual Non-Resident Supplemental	\$10.00	\$15.00
Daily	\$7.00	\$8.00

PROJECT INCOME WITH FEE INCREASE	
Years After Fees Increase	Fund Balance
1	\$39,468.00
2	\$78,936.00
3	\$118,404.00
4	\$157,872.00
5	\$197,340.00
6	\$236,808.00
7	\$276,276.00
8	\$315,744.00
9	\$355,212.00
10	\$394,680.00

The Parks Department did look at the surrounding area/market. A full table is included below. Most counties and municipalities do not have a 3-year pass. The most comparable location is Brown County because they have 8 boat landings located on Lake Michigan and the Lower Fox River. These are major bodies of water. Winnebago County has 7 landings located on Winnebago, Butte des Morts, Poygan, and the Fox River.

MARKET RESEARCH				
	# of Landings	Daily	1 Year Resident	3 Year Resident
Winnebago County	7	\$7.00	\$35.00	\$75.00
Calumet County	3	\$6.00	\$35.00	N/A
Brown County	8	\$6.00	\$60.00	N/A
Fond du Lac County	3	\$6.00	\$35.00	N/A
City of Oshkosh	6	\$7.00	\$30.00	\$70.00
City of Neenah	2	\$7.00	\$21.00	N/A
City of Menasha	4	\$6.00	\$20.00	N/A
Village of Winneconne	2	\$7.00	\$30.00	N/A
Winnebago County Proposed	7	\$8.00	\$40.00	\$120.00

PERMITS SOLD - 2022	
Permit Type	Total Permits Sold
3 County	29
3 Year	155
3 Year Non-Resident	113
3 Year Senior	232
Annual	158
Annual Non-Resident	128
Annual Senior	118
Sup. 3 Year	18
Sup. 3 Year Non-Resident	3
Supplimental	6
Sup. Non-Resident	4
Season Pass Total	964
Boat Launch Daily Revenue	8711

At the November 14 Parks Committee Meeting, the Parks Committee recommended to raise the senior age from 55 years old to 62 years old. This change is now reflected in exhibit A.

Attachments:

- Ordinance
- Exhibit A

Exhibit A - Revisions

(11) BOAT LANDING TRAILER PARKING PERMIT FEES.

(a) No person shall park a boat trailer, whether attached or detached to a vehicle, in any Winnebago County Park or at any Winnebago County boat launch facility without first paying the applicable daily, annual or multi-year parking fee. Such fees may be waived upon the written approval of the Winnebago County Parks Director.

(b) Annual Permits: Annual permits shall be valid from the date of issuance through December 31 of the same calendar year. Multi-year permits shall be valid for three (3) years from the date of issuance through December 31 of the third calendar year after issuance. Annual and multiyear permits shall be sold through the Parks Department and/or other outlets as are designated by the Director of Finance for Winnebago County.

(c) Daily Permits. Daily permits may be purchased through the self-registration facilities available at each boat launch site. Such permits may be reused at any boat launch site in Winnebago County and shall only be valid during the same purchase day.

(d) Fees. The annual boat trailer parking permit shall be the following:

Permit Type	Fee
3 County	\$50.00
3 Year Resident	\$120.00
3 Year Non-Resident	\$150.00
3 Year Senior	\$105.00
Annual Resident	\$40.00
Annual Non-Resident	\$50.00
Annual Senior	\$35.00
3 Year Resident Supplemental	\$30.00
3 Year Non-Resident Supplemental	\$45.00
Annual Resident Supplemental	\$10.00
Annual Non-Resident Supplemental	\$15.00
Daily	\$8.00

For purposes of this ordinance, "resident" status shall be considered as either one of the following:

1. An individual currently residing in Winnebago County as is indicated by that person's driver's license.
2. An individual currently owning property within Winnebago County as is indicated by a tax receipt for the prior year.

For purposes of this ordinance, "senior" status shall be considered as either one of the following:

1. An individual currently age 62 years or older as is indicated by that person's driver's license.

Along with the purchase of an initial boat trailer parking permit, an individual shall have the option of acquiring an additional permit for a second automobile, motor home, or truck registered to the same individual to use to pull a boat trailer. At any time following the initial transaction, a supplemental permit or replacement permit may be acquired at the Winnebago County Parks Department or

Winnebago County Clerk's Office for the corresponding permit period. Proof of vehicle registration shall be required for such transactions. Annual and multi-year stickers shall be prominently displayed and permanently affixed to the lower corner of the interior of the windshield on the driver's side of the automobile, motor home, or truck utilized to pull the boat trailer. A daily boat trailer parking permit can also be purchased at each of the 7 Winnebago County landings. The side of the daily envelope stub displaying the vehicle license plate number shall be placed face up on the driver's side dash board such that it can be easily read from outside the vehicle.

(e) Vehicles attached to or pulling boat trailers shall have displayed and/or affixed on them an annual, multi-year or daily boat trailer parking permit receipt and/or sticker when parking in the following areas:

1. Lake Butte Des Morts Boat Launch
 - a. Parking Lot and permissible turf areas
2. Eureka Boat Launch
 - a. Parking lot and permissible turf areas
3. Black Wolf Boat Launch
 - a. Parking lot and permissible turf areas
4. Boom Bay Boat Launch
 - a. Parking lot and permissible turf areas
5. Lake Poygan Boat Launch
 - a. Parking lot and permissible turf areas
 - b. Both sides of County Trunk B from Poygan Shores Lane to Lake Poygan Road
6. Grundman Park Boat Launch
 - a. Parking lot
7. Asylum Point Park Boat Launch
 - a. Parking lot and permissible turf areas
 - b. Both sides of Sherman Road from Snell Road south until its terminus

(f) Authorized Traffic Officers. For purposes of enforcing this section of the Winnebago County General Code, employees in the Winnebago County Parks Department are hereby designated as "traffic officers" within the meaning of § 340.01(70) and 349.13, Wis Stats, and are hereby authorized to issue citations for non-moving violations of this section.

(g) Responsibility of Owner. The owner of a vehicle involved in a violation of this Ordinance shall be liable for the violation. It shall be no defense to a violation of this Ordinance that the owner was not operating the vehicle cited at the time of the violation or that the owner did not personally park the boat trailer in a prohibited area.

(h) Enforcement of Parking Restrictions. Traffic officers observing violations of parking restrictions specified within this chapter may issue parking tickets that shall be attached to the vehicle parked in violation. Each parking ticket shall specify:

1. The location of the vehicle parked in violation of provisions of this section.
2. The license number and state of licensing of the vehicle
3. The time that such vehicle was parked in violation of the provisions of this chapter.
4. Any other facts or knowledge which is necessary for a thorough understanding of the circumstances attending to the violation

(i) Basic Penalty for a Violation. Basic penalty for violation of this section shall be Thirty-five Dollars (\$35.00).

(j) Payment of Violation: Time Limits; Failure to Pay. Each owner or operator shall, within 48 hours after 8:00 p.m. of the violation, pay to the County as a penalty for and in full satisfaction of such violation, the basic penalty as stated within this section. Each such owner or operator shall, after said 48-hour period, pay a penalty of Fifty Dollars (\$50.00). If the penalty is not paid within five (5) days after 8:00 p.m. of the day of the violation, each owner or operator shall then pay a penalty of Seventy-five Dollars (\$75.00). The failure of such owner/operator to make such payments shall render such owner/operator subject to the penalties hereinafter provided for each violation of the provisions of this section.

(k) Non-Moving Violations Registration Program. In addition to all other methods of collecting parking fines provided for in this section, the proper County officials are hereby authorized and directed to use the procedures provided for in § 345.28, Wis Stats, and to take all actions authorized under said section with regard to suspension of the registration of motor vehicles with unpaid citations.

(l) Alternate Procedure. In lieu of the foregoing provisions, a person that has been issued a parking ticket for violation of this section may request a hearing regarding such violation. This person shall be issued a summons and citation and such proceedings shall thereafter be governed by §§ 345.34 through 345.47, Wis Stats.

(m) Use of Permit Fee Revenue. The net revenue resulting from the sale and enforcement of trailer boat parking permits after the deduction of the cost of collection, enforcement, administration and operation shall be used to establish, maintain and improve County-owned boat launch facilities.

(n) Effective Date. This ordinance shall be effective as of January 1, 2023.

RESOLUTION: Approve Airport Hangar Lease Renewal between Kevin Green and Winnebago County

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Kevin Green desires to renew an airport hangar lease with Winnebago County; and

WHEREAS, Kevin Green has been a long-time tenant in hangar L-809A on county-owned grounds at Wittman Regional Airport.; and

WHEREAS, said Agreement renewal shall be for a period of three (3) years, from February 1, 2024 to January 31, 2027; and

WHEREAS, Kevin Green agrees to pay Winnebago County \$415.73 plus tax per year for hangar L-809A and with an increase adjusted by the percentage change in CPI-U on the anniversary of the agreement at each one (1) year interval.

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 renewal of an Airport Hangar Lease Agreement between Kevin Green and Winnebago County for the purpose of conducting aircraft storage.

Fiscal Note: Increase in lease agreement per CPI-U (3.3%) will result in additional annual revenue of \$159.36.

Respectfully submitted by:

AVIATION COMMITTEE

Committee Vote: 4-0

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

Approved by the Winnebago County Executive this ____ day of _____, 2023.

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

DATE: DECEMBER 19, 2023

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: KEVIN GREEN HANGAR LEASE L-809A

Background:

KEVIN GREEN is a non-commercial tenant that has been in hangar L-809A for 25 years. Their 3-year lease is due for a renewal. The 1,386 sq. ft. county-owned hangar is located on the north side of the airport near Knapp Street.

Policy Discussion:

The hangar rate for 2024 will increase by the CPI-U for the previous year (3.3%). Each year after the rate will increase by the change in CPI-U. The term is February 1, 2024, to January 31, 2027.

Hangar Building, L-809A.

Hangar Rental: **\$415.73/month (plus tax)**

Requested Action:

Approve the Airport Hangar Lease for L-809A between Kevin Green and Winnebago County

Committee Action:

Presented to the Aviation Committee on December 6, 2023.

Attachments:

L-809A Hangar Lease

Exhibit "A"

AIRPORT HANGAR LEASE

BETWEEN

WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)

AND

KEVIN GREEN

THIS AGREEMENT, made and entered into this 1st day of February, 2024, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Kevin Green, hereinafter referred to as the "LESSEE".

WITNESSETH:

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

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

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

1. **PREMISES LEASED**

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Building L 809-A, 1,386 sq. ft. of aircraft storage building space.

2. RENTAL

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

Hangar Building L 809-A.

Year 1 - February 1, 2024 through January 31, 2025 - \$415.73 per month plus tax.

Year 2 - February 1, 2025 through January 31, 2026 - \$415.73 per month plus CPI-U for previous year

Year 3 - February 1, 2026 through January 31, 2027 - Previous rate plus CPI-U for previous year

Plus sales tax, if applicable.

3. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2024, and ending on January 31, 2027.

4. ACCEPTANCE OF PRESENT PREMISES

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

5. ALTERATIONS AND IMPROVEMENTS

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

6. UTILITIES

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

7. INSURANCE

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

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

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

2. Commercial General Liability Insurance

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

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

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

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

- a. Owned Automobiles
- b. Hired Automobiles

c. Non-Owned Automobiles

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

8. RIGHTS OF LESSEE

The LESSEE shall have:

- A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of LESSEE.
- B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.
- C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the LESSEE's operation.
- D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to LESSEE's employees, passengers, guests, invitee, and patrons.

9. MAINTENANCE OF PREMISES LEASED

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

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

10. ASSIGNMENT

LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein, without the prior written consent of the LESSOR, but such consent shall not be unreasonably withheld or delayed. Aeronautical use, personal character and financial capacity shall be the three key factors evaluated by the LESSOR in reviewing a lease assignment request.

11. OTHER TERMS

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

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

B. LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

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

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

12. CLOSING OF AIRPORT

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

13. FIRE AND POLICE PROTECTION AND SNOW REMOVAL

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

14. FAILURE TO PAY RENT

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

15. PERSONAL PROPERTY TAXES

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

16. BREACH OF CONDITIONS

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

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

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

proper enforcement of any of the covenants or conditions of this agreement.

18. FURTHER DEVELOPMENT

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

19. MAINTENANCE OF LANDING AREA

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

20. EMERGENCY CONDITIONS

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

21. PROTECTION OF AIRPORT

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

22. SUBORDINATION TO LEASE WITH UNITED STATES

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

with 90 days written notice to LESSOR, terminate this agreement.

23. LESSEE TO OBEY RULES

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

24. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964

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

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

LESSEE shall have the right and privilege to engage in, and conduct all business operations authorized under

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

25. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees. Related to the discovery procedure, including but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.

G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

26. COVENANTS TO BE BINDING

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

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

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

WINNEBAGO COUNTY (LESSOR)

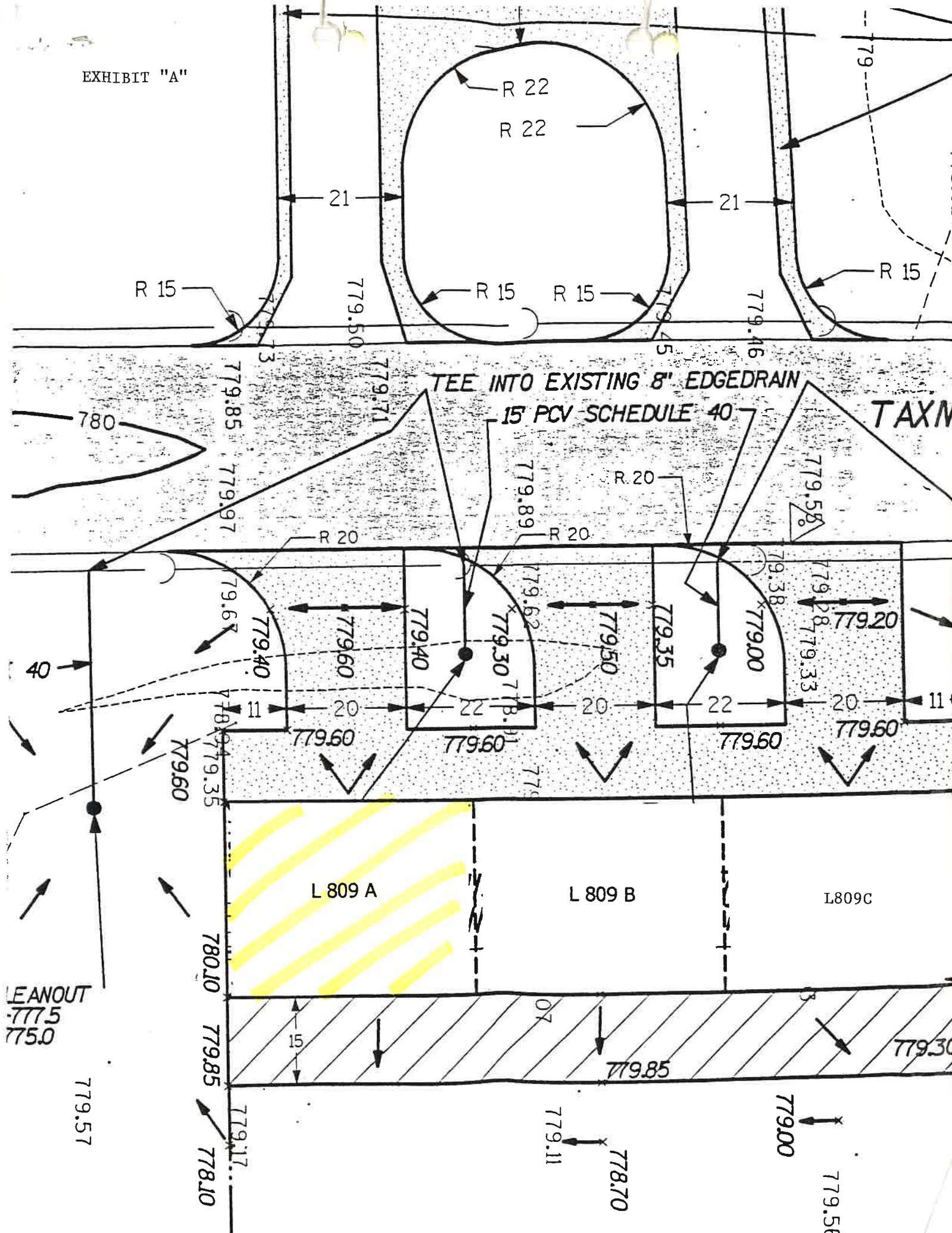
By: _____
Jon Doemel
County Executive

Julie Barthels
County Clerk

KEVIN GREEN (LESSEE)

By: _____

EXHIBIT "A"



2 **RESOLUTION: Approve Airport Hangar Lease Renewal between Katherine Stanis and**
3 **Winnebago County**

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

7 **WHEREAS**, Katherine Stanis desires to renew an airport hangar lease with Winnebago County; and

8 **WHEREAS**, Katherine Stanis has been a long-time tenant in hangar L-809B on county-owned grounds at
9 Wittman Regional Airport.; and

10 **WHEREAS**, said Agreement renewal shall be for a period of three (3) years, from February 1, 2024 to
11 January 31, 2027; and

12 **WHEREAS**, Katherine Stanis agrees to pay Winnebago County \$415.73 plus tax per year for hangar L-809B
13 and with an increase adjusted by the percentage change in CPI-U on the anniversary of the agreement at each one
14 (1) year interval.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the renewal of an Airport
17 Hangar Lease Agreement between Katherine Stanis and Winnebago County for the purpose of conducting aircraft
18 storage.
19
20

21 *Fiscal Note: Increase in lease agreement per CPI-U (3.3%) will result in additional annual revenue of \$159.36.*

22 Respectfully submitted by:

23 **AVIATION COMMITTEE**

24 Committee Vote: 4-0

25

26

27 Vote Required for Passage: **Majority of Members Present**

28

29 Approved by the Winnebago County Executive this ____ day of _____, 2023.

30

31

32

33

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

DATE: DECEMBER 19, 2023

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: KATHERINE STANIS HANGAR LEASE L-809B

Background:

Katherine Stanis is a non-commercial tenant that has been in hangar L-809B for 25 years. Their 3-year lease is due for a renewal. The 1,386 sq. ft. county-owned hangar is located on the north side of the airport near Knapp Street.

Policy Discussion:

The hangar rate for 2024 will increase by the CPI-U for the previous year (3.3%). Each year after the rate will increase by the change in CPI-U. The term is February 1, 2024, to January 31, 2027.

Hangar Building, L-809B.

Hangar Rental: **\$415.73/month (plus tax)**

Requested Action:

Approve the Airport Hangar Lease for L-809B between Katherine Stanis and Winnebago County

Committee Action:

Presented to the Aviation Committee on December 6, 2023.

Attachments:

L-809B Hangar Lease

Exhibit "A"

AIRPORT HANGAR LEASE

BETWEEN

WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)

AND

KATHERINE STANIS

THIS AGREEMENT, made and entered into this 1st day of February, 2024, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and Katherine L. Stanis, hereinafter referred to as the "LESSEE".

WITNESSETH:

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

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

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

1. PREMISES LEASED

The LESSOR does hereby lease to LESSEE the following described premises at said airport, with respect to which LESSEE is to have for the term of this Lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises). Hangar Building L 809-B, 1,386 sq. ft. of aircraft storage building space.

2. RENTAL

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

Hangar Building L 809-B.

Year 1 - February 1, 2024 through January 31, 2025 - \$415.73 per month plus tax.

Year 2 - February 1, 2025 through January 31, 2026 - \$415.73 per month plus CPI-U for previous year

Year 3 - February 1, 2026 through January 31, 2027 - Previous rate plus CPI-U for previous year

Plus sales tax, if applicable.

3. TERM

A. The term of this Agreement shall be for three (3) years beginning February 1, 2024, and ending on January 31, 2027.

4. ACCEPTANCE OF PRESENT PREMISES

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

5. ALTERATIONS AND IMPROVEMENTS

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

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7. INSURANCE

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

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

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

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

- a. Premises - Operations
- b. Products and Completed Operations
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- e. Errors and Omissions; if applicable

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

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

8. RIGHTS OF LESSEE

The LESSEE shall have:

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

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

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

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

In the event of fire or other casualty, the LESSOR may either repair or replace the building promptly; replace the damaged building, or cancel this agreements at LESSOR's sole option. LESSOR shall be responsible for structural repairs and maintenance of the leased premises, including roof, and electrical service. Replacement of light bulbs and air filters, together with custodial services, shall be the responsibility of the LESSEE.

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LESSEE may not, at any time during the term of this Lease, assign, hypothecate, or transfer this Agreement or any interest therein, without the prior written consent of the LESSOR, but such consent shall not be unreasonably withheld or delayed. Aeronautical use, personal character and financial capacity shall be the three key factors evaluated by the LESSOR in reviewing a lease assignment request.

11. OTHER TERMS

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

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

B. LESSEE agrees to at all times during the term of this Lease, indemnify, save harmless and defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSEE's acts, error or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

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

proper enforcement of any of the covenants or conditions of this agreement.

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

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24. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964

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

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

LESSEE shall have the right and privilege to engage in, and conduct all business operations authorized under

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

25. RESOLUTION OF DISPUTES

This Agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration; the following shall govern any such proceedings:

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one-arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- B. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees. Related to the discovery procedure, including but not limited to, witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
- F. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.

G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

26. COVENANTS TO BE BINDING

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

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

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

WINNEBAGO COUNTY (LESSOR)

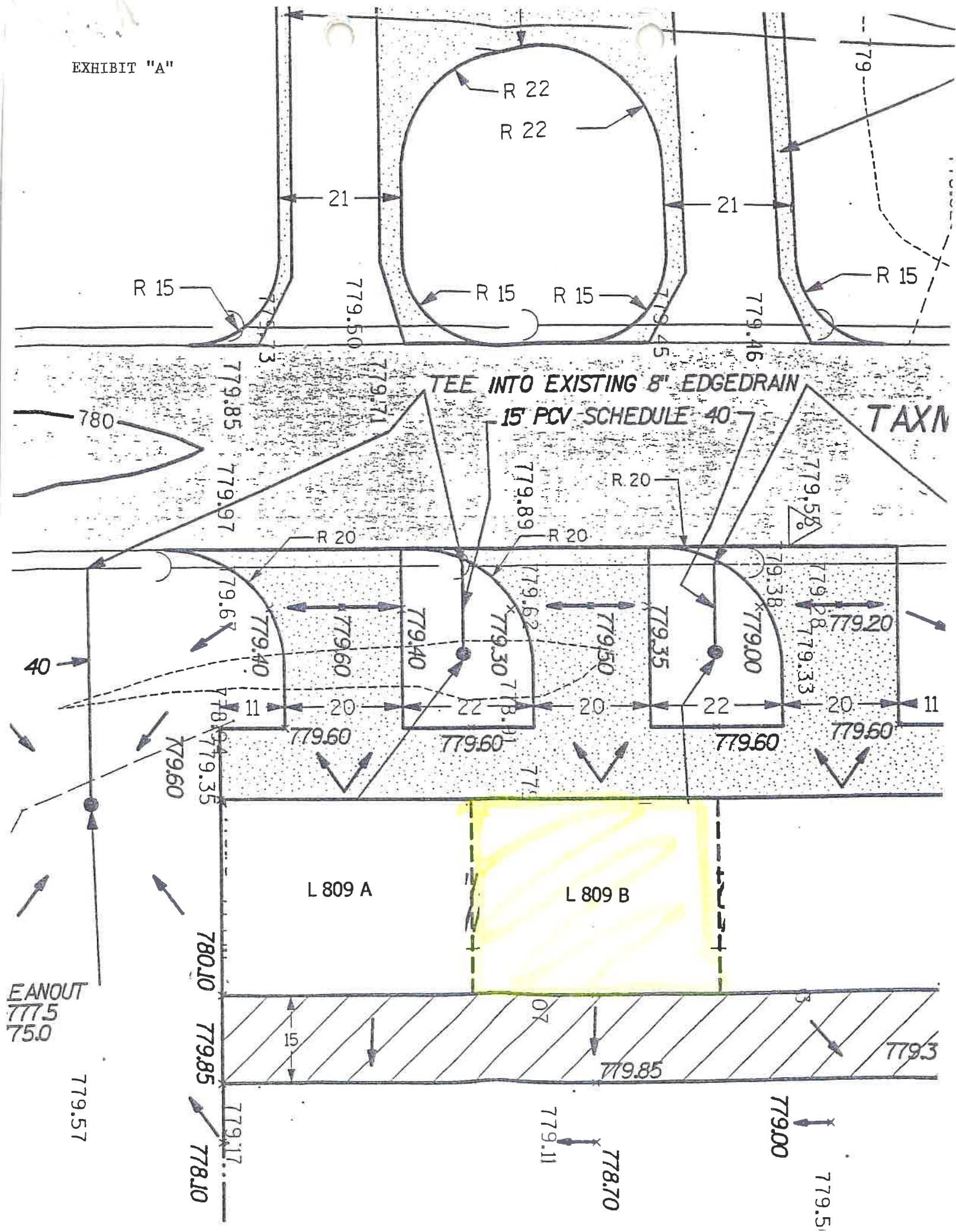
By: _____
Jon Domel
County Executive

Julie Barthels
County Clerk

(LESSEE)

By: _____
Katherine L. Stanis

EXHIBIT "A"



1 296-122023

2
3 **RESOLUTION:** Authorize the use of \$52,500 from the National Opioid Abatement Settlement
4 Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc.
5 for an on-site liaison for the Sobriety Treatment Assisted Recovery (STAR)
6 Program
7

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

9 **WHEREAS**, Winnebago County has seen an increase in substance use disorders adversely affecting lives; and

10 **WHEREAS**, Winnebago County's Medication-Assisted Treatment (MAT) program has been a success; and

11 **WHEREAS**, the Sobriety Treatment Assisted Recovery (STAR) program was created to enhance the MAT
12 program; and

13 **WHEREAS**, funding will allow for an on-site liaison provided by Solutions Recovery, Inc.; and

14 **WHEREAS**, the program will coordinate the Solutions Peer Response Team members within the jail; and

15 **WHEREAS**, the program will also assist individuals receiving medical treatment to obtain continued care and
16 more treatment options post incarceration; and

17 **WHEREAS**, the program will help participants on a successful path to recovery after their release into the
18 community.

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 authorizes the use of \$52,500 from the National Opioid Abatement Settlement Fund to the Sheriff's Office program
22 contracting with Solutions Recovery, Inc.
23

24 **FISCAL IMPACT:** The fiscal impact is authorizing the use of \$52,500 from the National Opioid Abatement
25 Settlement Fund for an on-site liaison for STAR.
26

27 Respectfully submitted by:

28 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

29 Committee Vote: **5-0**

30 Respectfully submitted by:

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: **5-0**

33 Vote Required for Passage: **Two-Thirds of Membership**
34

35 Approved by the Winnebago County Executive this ____ day of _____, 2023.
36

37 _____
38 Jonathan D. Doemel
39 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: October 25, 2023

FROM: Sheriff John Matz

RE: Solutions Recovery, Inc contract funded by National Opioid Abatement Settlement Fund

General Description:

Authorize the use of \$52,500 from the National Opioid Abatement Settlement Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program. This will cover the costs of the contract for all of 2023 (\$7,500 per month from June-December 2023).

Action Requested:

Motion to approve resolution to authorize the use of \$52,500 from the National Opioid Abatement Settlement Fund to the program contracted between the Sheriff's Office and Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program.

Procedural Steps:

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

Committee of Jurisdiction: Judiciary_____ Meeting date: 11/06/23

Action taken: APPROVED_____ Vote: 5-0

Other Committee: Personnel and Finance_____ Meeting date: 12/07/23

Action taken: APPROVED_____ Vote: 5-0

County Board Meeting date: 12/19/23

Background:

In 2022, the Winnebago County Sheriff's Office implemented a Medication Assisted Treatment (MAT) Program to offer naltrexone (Vivitrol), an FDA-approved medication to treat substance use disorders (SUD) to eligible individuals housed within the Winnebago County Jail, which provided treatment for SUD to individuals immediately prior to their release from custody. The program has evolved and has been a collaborative effort and involves a partnership among the Health Services Unit of the Winnebago County Jail, Winnebago County Jail Corrections Deputies, Winnebago County Department of Human Services, and Solutions Recovery Center.

The response to MAT was overwhelming and quickly had immense growth. After several months of MAT, jail staff recognized the missing piece to being successful in recovery was the human piece, and it was agreed that the recovery community would be the best partner for this piece. Coming from data reviewed and recommendations from the Winnebago County Overdose Fatality Review (OFR) team, the program was also created based on community stakeholder conversations, and the need to meet people where they're at. The Solutions Peer Response Team (SPRT) was started as an innovative program targeted at quicker responses to immediate substance use concerns within Winnebago County. The SPRT is a peer-driven program made up of staff who all have lived experience and are trained recovery coaches.

Within the jail, the Sobriety Treatment Assisted Recovery (STAR) program was born in the summer of 2023, and connects peers support recovery coaches with people where they are – our jail population. Peers are available 24/7 to respond to any substance use related need within our population at no cost.

Policy Discussion:

The growth was so rapid, and the program so very successful, that an on-site liaison for the Recovery Coaches working directly with the inmates was needed, and an agreement with Solutions Recovery, Inc. was reached in the Spring of 2023, with the following parameters:

A. PROVIDER OBLIGATIONS

1. *Solutions Recovery, Inc. will administer and oversee the Vivitrol MAT program in the jail. This is a one-year position that may be renewed yearly to maintain the MAT Program continuously through April 30th, 2024. The Provider agrees to the following:*
 - a. *Provider will maintain and oversee the program and provide direct supervision of the Recovery Coaches.*
 - b. *Provider will determine the eligibility for inmates to receive a Vivitrol injection and make the referral to the Winnebago County Jail Health Services Unit.*
 - c. *Provider will work with Winnebago County Human Services staff to coordinate county resident post release treatment.*
 - d. *Provider will make referrals to the county of residence for those inmates living outside of Winnebago County.*
 - e. *Provider or designee will participate in grant reporting as required and a minimum of quarterly meetings with the Corrections Administration.*
 - i. *Provider will report aggregate data to include: shots administered, served, and billing for Recovery Coach time with inmates.*

B. MUTUAL OBLIGATION(S)

1. *The Provider and Purchaser will agree to communicate updates as needed. Both parties will agree to a future meeting schedule.*
2. *Provider and Purchaser agree to meet quarterly, or as needed, to review program progress and responsibility updates.*

It's noteworthy that this agreement was reached in April 2023 with the original parameters of a one-year trial period. It is astoundingly clear that not only will this program continue beyond the one-year trial period, but expansion to increase capacity within the STAR program is already being planned.

Attachments:

Attachment 1-Resolution

Attachment 2-Purchase of Services Contract

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Vivitrol/Recovery Coach Program Coordinator Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Recovery Solutions, Inc., hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of a *Vivitrol/Recovery Coach Program Coordinator*; and

WHEREAS the PROVIDER whose address is 621 Evans Street, Oshkosh, WI 54901, is able and willing to provide such services;

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

1. TERM:

THIS AGREEMENT becomes effective on 05/01/2023 and shall remain in force and effect for (1) one year, or until 04/30/2024. Winnebago County will then have the option of continuing services with the Provider for a period of (1) one additional year. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

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

- ☐ services detailed in the bid specifications (RFB) # ; or
- ☐ request for proposals (RFP) # and the response thereto, if any; or
- ☐ request for quotes (RFQ) # , and the response thereto, if any; or
- ☒ Schedule A,

attached hereto, and incorporated herein by reference.

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

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT**: The COUNTY will pay the PROVIDER for all the aforementioned work in a sum not to exceed sixty thousand dollars (\$60,000) per year upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st must be invoiced to the COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
9. **ARBITRATION:**
- A. This Agreement shall be covered by the laws of the State of Wisconsin.
- B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
- 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.
12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
13. **HOLD HARMLESS:** At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.
14. **INSURANCE:**
 - A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
 - 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit

for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:

- a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
- 3) **Professional Liability:** (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability:** Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
- a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

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

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

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

- C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"
- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

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

- E. The Winnebago County Insurance Coordinator must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR

PO BOX 2808
OSHKOSH WI 54903-2808

or email to: lforbes@winnebagocountywi.gov

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
16. **DISCRIMINATION:** During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
17. **AFFIRMATIVE ACTION:** PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER:** PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."
19. **COMPLIANCE INFORMATION:** PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS:** PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that

the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.


21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.


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

FOR THE PROVIDER:


Trevor Fenrich, Executive Director 5/11/23 Date

FOR WINNEBAGO COUNTY:


Jonathan Doemel 5/19/2023 Date
Winnebago County Executive


Julie Barthels 5.3.2023 Date
Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County

Revised: 05/2021

SCHEDULE A

Re: Solutions Recovery Vivitrol/Recovery Coach Program Coordinator

The intent of this agreement is for Solutions Recovery, Inc. to administer the Sheriff's Office Vivitrol Medication Assisted Treatment (MAT) Program and be the on-site liaison for the Recovery Coaches working with the inmates.

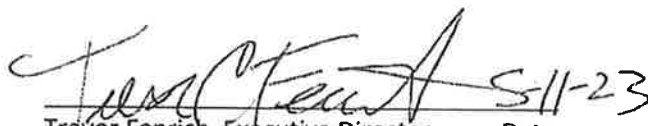
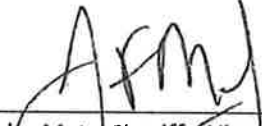

The parties agree to the following:

A. PROVIDER OBLIGATIONS

1. Solutions Recovery, Inc. will administer and oversee the Vivitrol MAT program in the jail. This is a one-year position that may be renewed yearly to maintain the MAT Program continuously through April 30th, 2024. The Provider agrees to the following:
 - a. Provider will maintain and oversee the program and provide direct supervision of the Recovery Coaches.
 - b. Provider will determine the eligibility for inmates to receive a Vivitrol injection and make the referral to the Winnebago County Jail Health Services Unit.
 - c. Provider will work with Winnebago County Human Services staff to coordinate county resident post release treatment.
 - d. Provider will make referrals to the county of residence for those inmates living outside of Winnebago County.
 - e. Provider or designee will participate in grant reporting as required and a minimum of quarterly meetings with the Corrections Administration.
 - i. Provider will report aggregate data to include: shots administered, served, and billing for Recovery Coach time with inmates.

B. MUTUAL OBLIGATION(S)

1. The Provider and Purchaser will agree to communicate updates as needed. Both parties will agree to a future meeting schedule.
2. Provider and Purchaser agree to meet quarterly, or as needed, to review program progress and responsibility updates.

 Trevor Fenrich, Executive Director	5-11-23 Date	 John Matz, Sheriff, Winnebago County	5-11-23 Date
 David Mack, Corrections Captain, Winnebago County	5-11-23 Date		

1 297-122023

2
3 **RESOLUTION:** Authorize the use of \$60,000 from the National Opioid Abatement Settlement
4 Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc.
5 for an on-site liaison for the Sobriety Treatment Assisted Recovery (STAR)
6 Program for the calendar year 2024.
7

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

9 **WHEREAS**, Winnebago County has seen an increase in substance use disorders adversely affecting lives; and

10 **WHEREAS**, Winnebago County's Medication-Assisted Treatment (MAT) program has been a success; and

11 **WHEREAS**, the Sobriety Treatment Assisted Recovery (STAR) program was created to enhance the MAT
12 program; and

13 **WHEREAS**, the Sobriety Treatment Assisted Recovery (STAR) program has been successful in 2023; and

14 **WHEREAS**, funding will allow for an on-site liaison provided by Solutions Recovery, Inc. to continue for
15 calendar year 2024; and

16 **WHEREAS**, the program will coordinate the Solutions Peer Response Team members within the jail; and

17 **WHEREAS**, the program will also assist individuals receiving medical treatment to obtain continued care and
18 more treatment options post incarceration; and

19 **WHEREAS**, the program will help participants on a successful path to recovery after their release into the
20 community.

21
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
23 authorizes the use of \$60,000 from the National Opioid Abatement Settlement Fund to continue the Sheriff's Office
24 program contracting with Solutions Recovery, Inc. for 2024.
25

26 **FISCAL IMPACT:** The fiscal impact is authorizing the use of \$60,000 from the National Opioid Abatement
27 Settlement Fund for an on-site liaison for STAR.
28

29 Respectfully submitted by:

30 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

31 Committee Vote: **5-0**

32 Respectfully submitted by:

33 **PERSONNEL AND FINANCE COMMITTEE**

34 Committee Vote: **5-0**

35 Vote Required for Passage: **Two-Thirds of Membership**
36

37 Approved by the Winnebago County Executive this ____ day of _____, 2023.
38

39 _____
40 Jonathan D. Doemel
41 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: November 13, 2023

FROM: Sheriff John Matz

RE: Solutions Recovery, Inc contract funded by National Opioid Abatement Settlement Fund

General Description:

Authorize the use of \$60,000 from the National Opioid Abatement Settlement Fund for the Sheriff's Office program contracting with Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program. This will cover the costs of the contract for all of **2024**. To better comply with settlement parameters, separate budget years necessitate separate resolutions.

Action Requested:

Motion to approve resolution to authorize the use of \$60,000 from the National Opioid Abatement Settlement Fund to the program contracted between the Sheriff's Office and Solutions Recovery, Inc. to provide a Solutions Peer Response Team administrative position for the Sobriety Treatment Assisted Recovery (STAR) program.

Procedural Steps:

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

Committee of Jurisdiction: Judiciary_____	Meeting date: 12/04/23
Action taken: <u>APPROVED</u> _____	Vote: 5-0
Other Committee: Personnel and Finance_____	Meeting date: 12/07/23
Action taken: <u>APPROVED</u> _____	Vote: 5-0
County Board	Meeting date: 12/19/23

Background:

In 2022, the Winnebago County Sheriff's Office implemented a Medication Assisted Treatment (MAT) Program to offer naltrexone (Vivitrol), an FDA-approved medication to treat substance use disorders (SUD) to eligible individuals housed within the Winnebago County Jail, which provided treatment for SUD to individuals immediately prior to their release from custody. The program has evolved and has been a collaborative effort and involves a partnership among the Health Services Unit of the Winnebago County Jail, Winnebago County Jail Corrections Deputies, Winnebago County Department of Human Services, and Solutions Recovery Center.

The response to MAT was overwhelming and quickly had immense growth. After several months of MAT, jail staff recognized the missing piece to being successful in recovery was the human piece, and it was agreed that the recovery community would be the best partner for this piece. Coming from data reviewed and recommendations from the Winnebago County Overdose Fatality Review (OFR) team, the program was also created based on community stakeholder conversations, and the need to meet people where they're at. The Solutions Peer Response Team (SPRT) was started as an innovative program targeted at

quicker responses to immediate substance use concerns within Winnebago County. The SPRT is a peer-driven program made up of staff who all have lived experience and are trained recovery coaches.

Within the jail, the Sobriety Treatment Assisted Recovery (STAR) program was born in the summer of 2023, and connects peers support recovery coaches with people where they are – our jail population. Peers are available 24/7 to respond to any substance use related need within our population at no cost.

Policy Discussion:

The growth was so rapid, and the program so very successful, that an on-site liaison for the Recovery Coaches working directly with the inmates was needed, and an agreement with Solutions Recovery, Inc. was reached in the Spring of 2023, with the following parameters:

A. PROVIDER OBLIGATIONS

1. *Solutions Recovery, Inc. will administer and oversee the Vivitrol MAT program in the jail. This is a one-year position that may be renewed yearly to maintain the MAT Program continuously through April 30th, 2024. The Provider agrees to the following:*
 - a. *Provider will maintain and oversee the program and provide direct supervision of the Recovery Coaches.*
 - b. *Provider will determine the eligibility for inmates to receive a Vivitrol injection and make the referral to the Winnebago County Jail Health Services Unit.*
 - c. *Provider will work with Winnebago County Human Services staff to coordinate county resident post release treatment.*
 - d. *Provider will make referrals to the county of residence for those inmates living outside of Winnebago County.*
 - e. *Provider or designee will participate in grant reporting as required and a minimum of quarterly meetings with the Corrections Administration.*
 - i. *Provider will report aggregate data to include: shots administered, served, and billing for Recovery Coach time with inmates.*

B. MUTUAL OBLIGATION(S)

1. *The Provider and Purchaser will agree to communicate updates as needed. Both parties will agree to a future meeting schedule.*
2. *Provider and Purchaser agree to meet quarterly, or as needed, to review program progress and responsibility updates.*

It's noteworthy that this agreement was reached in April 2023 with the original parameters of a one-year trial period. It is astoundingly clear that not only will this program continue beyond the one-year trial period, but expansion to increase capacity within the STAR program is already being planned. If the contract is not extended beyond April 2024, the funding need will cease.

Attachments:

Attachment 1-Resolution

1 298-122023

2
3 **RESOLUTION: Adopting Revisions to Winnebago County Compensation Schedule for 2024**

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

7 **WHEREAS**, it is advisable to consider adjustments to the pay ranges for County employees periodically, to
8 make sure that our wage rates remain at a level sufficient to allow Winnebago County to attract and retain good
9 employees; and

10 **WHEREAS**, Wisconsin State Statute 59.22 provides that the county board shall set compensation of county
11 employees and the Winnebago County Board does so annually by adopting a compensation schedule; and

12 **WHEREAS**, pursuant to Section 2(b) of the Winnebago County Merit Pay Plan, as amended July 2023,
13 adjusting the minimums, control points, and maximums of pay ranges will increase the pay of County regular employees,
14 limited by the maximum pay for each employee's position; and

15 **WHEREAS**, the Personnel and Finance Committee believes that an increase of 2.0% represents a
16 reasonable adjustment of our non-union pay schedules; and

17 **WHEREAS**, the 2024 county labor budgets were built with the assumption that there would be a compensation
18 schedule increase of 2.0% in 2024.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the minimums,
20 control point, and maximums of each pay grade limited by the maximum pay for each employee's position in the
21 Winnebago County Compensation Schedule may be increased by 2.0% as indicated on the attached schedule,
22 effective January 1, 2024.

23
24 **Fiscal Note:** *No fiscal impact. This change has been incorporated into the 2024 Adopted budget.*

25
26 Respectfully submitted by:

27 **PERSONNEL & FINANCE COMMITTEE**

28 Committee Vote: **5-0**

29
30 Vote Required for Passage: **Majority of Members Present**

31
32 Approved by the Winnebago County Executive this ____ day of _____, 2023.

33
34 _____
35 Jonathan D. Doemel
36 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: November 20, 2023

FROM: Mark Habeck, Director of Human Resources

RE: Schedule Adjustment to Compensation Schedule

General Description:

The Winnebago County Compensation Schedule provides pay grades for most non-elected regular positions other than those covered by the collective bargaining agreement with the Deputies' Association. The schedule includes a minimum, a control point, and a maximum for each pay grade. The 2024 budget was built using the assumption that the schedule amounts will be increased by 2.0% for 2024.

Action Requested:

Approval of a resolution increasing all rates of the Winnebago County Compensation Schedule by 2.0% effective January 1, 2024.

Procedural Steps:

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

Committee of Jurisdiction: P&F

Meeting date: 12/07/2023

Action taken: APPROVED

Vote: 5-0

County Board

Meeting date: 12/19/2023

Background:

In July 2023, the County Board approved revisions to the County's merit pay system which created two distinct potentials for raises: a merit pay increase, based upon performance; and a schedule increase applied to both the compensation schedule and to employee pay rates.

It is important to have merit pay increases so that all employees can have meaningful movement throughout the pay range and enable new employees who started at the minimum the ability to move toward the control point as they gain experience. Merit pay increases of 2.0% were included in the 2024 budget.

Also, it is important to adjust the pay schedule periodically, to attempt to keep the schedule in line with the labor market. And although there was an adjustment in March 2023 resulting from the compensation study (average of 5.90%), it is still necessary to consider regular adjustments to remain competitive for hiring and retention. A schedule increase of 2.0% was included and approved in the 2024 budget.

For your reference, the CPI rate providing the maximum percentage increase that would be applicable for labor contracts for general employees starting January 1, 2024, is 6.26%. The CPI for the Midwest region, all urban consumers, shows a 3.09% increase over the past 12 months from November 2022 – October 2023.

Relevant planned increases in comparable jurisdictions include:

Brown County	3.5%
Fond du Lac County	2.0%
Jefferson County	3.0%
Outagamie County	N/A (completed new wage scale resulting in at least a 3.0% increase)
Walworth County	4.0%

Policy Discussion:

Approving the proposed resolution in December will assist Human Resources staff by allowing time to process changes prior to the effective date. It will also allow advertising of any new positions that may be approved in the budget with start dates in 2024 to reflect what the rate will be in January.

Again, this proposed resolution reflects amounts included in the 2024 budget, which has already been approved by the County Board.

Attachments:

Proposed resolution and proposed 2024 Winnebago County Compensation Schedule.

2024 Winnebago County Compensation Schedule

Effective January 1, 2024

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
56	<i>Grade 56</i>		\$16.35	\$17.26	\$18.17	\$19.98	\$22.52
56	Administrative Aide	Park View Health Center					
56	Food Service Assistant	Park View Health Center					
56	Hospitality Aide	Park View Health Center					
57	<i>Grade 57</i>		\$17.29	\$18.25	\$19.21	\$21.12	\$23.82
57	Administrative Associate I	Administration					
57	Administrative Associate I	Facilities					
57	Facilities Assistant	Facilities					
57	Administrative Associate I	Human Services - AD					
57	Administrative Associate I	Human Services - ES					
57	Cook	Park View Health Center					
57	Custodian	Park View Health Center					
57	Transportation Aide	Park View Health Center					
57	Unit Assistant	Park View Health Center					
57	Tax Listing Associate	Planning and Zoning					
58	<i>Grade 58</i>		\$18.32	\$19.34	\$20.36	\$22.40	\$25.25
58	Administrative Associate II	Child Support					
58	Administrative Associate II	County Clerk					
58	Facilities Specialist	Facilities					
58	Financial Associate I	Highway					
58	Administrative Associate II	Human Services - AD					
58	Administrative Associate II	Human Services - BH					
58	C.N.A.	Park View Health Center					
58	Restorative Aide	Park View Health Center					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
58	Tax Listing Specialist	Planning and Zoning					
58	Records Associate	Register of Deeds					
58	Corrections Financial Associate	Sheriff					
58	Financial Associate I	Sheriff					
58	Financial Associate I	Treasurer					
59	<i>Grade 59</i>		\$19.24	\$20.31	\$21.38	\$23.52	\$26.51
59	Financial Associate II	Child Support					
59	Administrative Associate III	Circuit Courts					
59	Administrative Associate III	Clerk of Courts					
59	Financial Associate II	Clerk of Courts					
59	Administrative Associate III	County Clerk					
59	Administrative Associate III	District Attorney					
59	Financial Associate II	Finance					
59	Bridgetender	Highway					
59	Administrative Associate III	Human Resources					
59	Administrative Associate III	Human Services - AD					
59	Financial Associate II	Human Services - AD					
59	Financial Associate II	Park View Health Center					
59	Zoning Associate	Planning and Zoning					
59	Administrative Associate III	Public Health					
59	Records & Transcription Associate	Sheriff					
59	Traffic and Warrant Associate	Sheriff					
59	Warrant & Electronic Monitoring Associate	Sheriff					
59	Solid Waste Associate	Solid Waste					
59	Financial Associate II	Treasurer					
59	Administrative Associate III	UW Extension					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
59	Grandparents Raising Grandchildren Coord.	UW Extension					
59	Administrative Associate III	Veterans					
60	<i>Grade 60</i>		\$20.21	\$21.33	\$22.45	\$24.69	\$27.84
60	Crisis Center Specialist	Human Services - BH					
60	Mental Health Technician	Human Services - BH					
60	Peer Support Specialist	Human Services - BH					
60	Youth Shelter Care Specialist	Human Services - CW					
60	Economic Support Specialist I	Human Services - ES					
60	WIC Breastfeeding Peer Counselor	Public Health					
60	Records Specialist	Register of Deeds					
61	<i>Grade 61</i>		\$21.82	\$23.03	\$24.25	\$26.67	\$30.06
61	Administrative Associate IV	Administration					
61	Administrative Associate IV	Airport					
61	Child Support Specialist	Child Support					
61	Court Record Associate	Clerk of Courts					
61	Deputy County Clerk	County Clerk					
61	Painter-Facilities	Facilities					
61	Administrative Associate IV	Highway					
61	Human Resource Associate I	Human Resources					
61	Administrative Associate IV	Human Services - AD					
61	Administrative Associate IV	Human Services - AD					
61	Administrative Associate IV - SUD	Human Services - AD					
61	Mental Health Technician - Lead	Human Services - BH					
61	Case Aide	Human Services - CW					
61	Economic Support Specialist II	Human Services - ES					
61	Problem Resolution Specialist	Human Services - ES					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
61	Administrative Associate IV	Land and Water Conservation					
61	Administrative Associate IV	Medical Examiner					
61	Painter	Park View Health Center					
61	Theraputic Wellness Specialist	Park View Health Center					
61	Administrative Associate IV	Planning and Zoning					
61	Booking Security Associate	Sheriff					
61	Civil Process Associate	Sheriff					
61	Evidence Technician	Sheriff					
61	Public Safety Records Associate	Sheriff					
61	Solid Waste Specialist	Solid Waste					
61	Deputy County Treasurer	Treasurer					
61	Administrative Associate IV	UW Extension					
61	Administrative Associate IV	Veterans					
62	<i>Grade 62</i>		\$23.56	\$24.88	\$26.18	\$28.80	\$32.47
62	Maintenance Equipment Operator I	Airport					
62	Child Support Specialist - Lead	Child Support					
62	Deputy Register in Probate	Circuit Courts					
62	Paralegal	Corporation Counsel					
62	Administrative Associate V	District Attorney					
62	Legal Secretary	District Attorney					
62	Paralegal	District Attorney					
62	Victim Witness Specialist	District Attorney					
62	Emergency Management Specialist	Emergency Management					
62	Human Resource Associate II	Human Resources					
62	Paralegal	Human Services - AD					
62	Youth Care Advocate Specialist	Human Services - CW					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
62	Home Consultant	Human Services - CW					
62	Juvenile Restitution Program Coordinator	Human Services - CW					
62	Lead Cook	Park View Health Center					
62	Lead Food Service Assistant	Park View Health Center					
62	Medical Records Associate	Park View Health Center					
62	Purchasing Associate	Park View Health Center					
62	Community Health Worker	Public Health					
62	Harm Reduction Program Coordinator	Public Health					
62	WI Well Woman Program Specialist	Public Health					
62	Inmate Classification Associate	Sheriff					
62	Equipment Operator I	Solid Waste					
62	Veterans Benefits Specialist	Veterans					
63	<i>Grade 63</i>		\$24.75	\$26.11	\$27.49	\$30.24	\$34.09
63	Maintenance Equipment Operator II	Airport					
63	Court Assistant	Clerk of Courts					
63	Judicial Associate - Lead	Clerk of Courts					
63	Accounting Associate	Facilities					
63	Maintenance Technician	Facilities					
63	Highway Operator I	Highway					
63	Payroll and Benefits Specialist	Human Resources					
63	Accounting Associate	Human Services - AD					
63	Economic Support Specialist - Lead	Human Services - ES					
63	Staff Development Specialist	Human Services - ES					
63	Disability Benefit Specialist	Human Services - LTS					
63	Elder Benefit Specialist	Human Services - LTS					
63	IT Accountant	Information Technology					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
63	User Support Specialist	Information Technology					
63	Accounting Associate	Park View Health Center					
63	C.N.A. Coordinator	Park View Health Center					
63	Nursing Scheduler	Park View Health Center					
63	Parks Caretaker	Parks					
63	GPS Coordinator	Sheriff					
63	Equipment Operator II	Solid Waste					
64	<i>Grade 64 - Hourly</i>		\$26.72	\$28.20	\$29.69	\$32.66	\$36.82
64	<i>Grade 64 - Salaried</i>		\$55,583	\$58,671	\$61,759	\$67,935	\$76,582
64	Risk Assessment Specialist	District Attorney					
64	Special Program Coordinator	District Attorney					
64	Victim Witness Program Coordinator	District Attorney					
64	Highway Operator II	Highway					
64	Human Resource Generalist	Human Resources					
64	LPN - Psychiatric Nurse	Human Services - BH					
64	User Support Specialist - Lead	Information Systems					
64	Environmental Services Supervisor	Park View Health Center					
64	LPN	Park View Health Center					
64	LPN-Unit Assistant	Park View Health Center					
64	Erosion Control Technician	Planning and Zoning					
64	WIC Program Nutritionist	Public Health					
64	Register of Deeds Supervisor	Register of Deeds					
64	Dispatcher	Sheriff					
64	Communications/Program Development Specialist	Solid Waste					
64	Environmental Technician	Solid Waste					
64	Solid Waste Mechanical Technician I	Solid Waste					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
65	<i>Grade 65 - Hourly</i>		\$28.06	\$29.62	\$31.18	\$34.30	\$38.67
65	<i>Grade 65 - Salaried</i>		\$58,362	\$61,604	\$64,847	\$71,332	\$80,410
65	Mechanic	Airport					
65	Family Court Case Specialist	Circuit Courts					
65	Crime Data Analyst	District Attorney					
65	Carpenter	Facilities					
65	Accountant	Finance					
65	Foreman - Highway	Highway					
65	Mechanic	Highway					
65	Accountant	Human Services - AD					
65	Case Manager - Justice Programs	Human Services - BH					
65	SUD Counselor-In Training	Human Services - BH					
65	Agronomist	Land and Water Conservation					
65	Conservation Technician	Land and Water Conservation					
65	GIS Technician	Land and Water Conservation					
65	Grant Soil Health Specialist	Land and Water Conservation					
65	Watershed Specialist	Land and Water Conservation					
65	Clinical Dietitian	Park View Health Center					
65	Therapeutic Wellness Supervisor	Park View Health Center					
65	Foreman - Parks Maintenance	Parks					
65	Accountant	Public Health					
65	Community Health Strategist	Public Health					
65	Environmental Health Specialist I	Public Health					
65	Accountant	Sheriff					
65	Evidence and Records Supervisor	Sheriff					
65	Records Administrative Supervisor	Sheriff					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
65	Work Release Unit Supervisor	Sheriff					
65	Solid Waste Mechanical Technician II	Solid Waste					
65	Educator - 4H Youth & Science	UW Extension					
66	<i>Grade 66 - Hourly</i>		\$29.74	\$31.40	\$33.05	\$36.35	\$40.98
66	<i>Grade 66 - Salaried</i>		\$61,864	\$65,301	\$68,738	\$75,612	\$85,235
66	Register in Probate	Circuit Courts					
66	Accounting Supervisor	Clerk of Courts					
66	Investigator	District Attorney					
66	Deputy Director of Emergency Management	Emergency Management					
66	Electrician	Facilities					
66	Maintenance Supervisor	Facilities					
66	Stockroom Coordinator	Highway					
66	Case Manager	Human Services - BH					
66	CCS Case Specialist	Human Services - BH					
66	Crisis Center Professional	Human Services - BH					
66	Crisis Center Specialist - Lead	Human Services - BH					
66	Drug Court Coordinator	Human Services - BH					
66	Family Support Crisis Worker	Human Services - BH					
66	Intake Specialist	Human Services - BH					
66	Intensive In-Home Case Specialist	Human Services - BH					
66	Mental Health Crisis Specialist	Human Services - BH					
66	Substance Use Disorder Counselor	Human Services - BH					
66	Intake Specialist - Juvenile	Human Services - CW					
66	Social Work Specialist	Human Services - CW					
66	ADRC Specialist	Human Services - LTS					
66	APS Specialist	Human Services - LTS					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
66	Dementia Care Specialist	Human Services - LTS					
66	Social Work Specialist	Human Services - LTS					
66	GIS Specialist	Land and Water Conservation					
66	Resource Conservationist	Land and Water Conservation					
66	Deputy Medical Examiner	Medical Examiner					
66	Multi Media/Public Relations Coordinator	Park View Health Center					
66	Social Worker - Medical	Park View Health Center					
66	Program and Marketing Coordinator	Parks					
66	Code Enforcement Officer	Planning and Zoning					
66	GIS Specialist	Planning and Zoning					
66	Real Property Listing Supervisor	Planning and Zoning					
66	Community Health Strategist II	Public Health					
66	Environmental Health Specialist II	Public Health					
66	Multi Media/Public Relations Coordinator	Public Health					
66	Veterans Services Supervisor	Veterans					
67	Grade 67 - Hourly		\$31.53	\$33.27	\$35.03	\$38.53	\$43.43
67	Grade 67 - Salaried		\$65,576	\$69,218	\$72,862	\$80,148	\$90,349
67	Maintenance & Operations Manager	Airport					
67	Office Supervisor	Child Support					
67	Family Court Services Mediator	Circuit Courts					
67	Chief Deputy Clerk of Courts	Clerk of Courts					
67	Diversion Program Coordinator	District Attorney					
67	Office Supervisor	District Attorney					
67	Finance Analyst	Finance					
67	Management Analyst	Finance					
67	Highway Maintenance Supervisor	Highway					

Grade	Current Title	Dept	Minimum	Top of Range A	<i>Control Point</i> Top of Range B	Top of Range C	Top of Range D
67	Traffic Operations Supervisor	Highway					
67	Human Resource Advisor	Human Resources					
67	Office Supervisor	Human Services - AD					
67	Special Projects Coordinator	Human Services - AD					
67	Psychiatric Nurse	Human Services - BH					
67	Qualified Therapist - In Training	Human Services - BH					
67	Quality Assurance Specialist	Human Services - BH					
67	Youth CCS Lead Specialist	Human Services - BH					
67	Social Work Specialist II	Human Services - LTS					
67	Network Technician	Information Technology					
67	Systems Analyst	Information Technology					
67	Chief Deputy Medical Examiner	Medical Examiner					
67	Food and Nutrition Services Manager	Park View Health Center					
67	Assistant Zoning Administrator	Planning and Zoning					
67	GIS Specialist II	Planning and Zoning					
67	Land Use Planner	Planning and Zoning					
67	Lead Abatement Project Coordinator	Public Health					
67	Mental Health Project Coordinator	Public Health					
67	Public Health Nurse	Public Health					
67	Public Health Preparedness Specialist	Public Health					
67	Suicide Prevention Project Coordinator	Public Health					
67	Public Safety Application Administrator	Sheriff					
67	Office Supervisor	Solid Waste					
67	Solid Waste Supervisor	Solid Waste					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
68	Grade 68 - Hourly		\$34.68	\$36.61	\$38.54	\$42.39	\$47.79
68	Grade 68 - Salaried		\$72,133	\$76,141	\$80,149	\$88,164	\$99,384
68	Contract and Procurement Manager	Administration					
68	Risk Manager	Administration					
68	Deputy Airport Director	Airport					
68	Family Court Services Manager	Circuit Courts					
68	Associate Corporation Counsel	Corporation Counsel					
68	Special Investigator	District Attorney					
68	HVAC Specialist	Facilities					
68	Master Electrician	Facilities					
68	Plumber	Facilities					
68	Psychotherapist	Human Services - BH					
68	Economic Support Supervisor	Human Services - ES					
68	System Analyst - Lead	Information Systems					
68	Admissions Coordinator	Park View Health Center					
68	Registered Nurse	Park View Health Center					
68	Expo Manager	Parks					
68	Parks and Expo Grounds Manager	Parks					
68	Epidemiologist	Public Health					
68	Public Health Planner	Public Health					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
69	Grade 69 - Hourly		\$36.76	\$38.80	\$40.84	\$44.92	\$50.64
69	Grade 69 - Salaried		\$76,461	\$80,709	\$84,957	\$93,452	\$105,347
69	Bridge and Engineering Manager	Highway					
69	Highway Equipment Superintendent	Highway					
69	Highway Financial Supervisor	Highway					
69	Payroll and Benefits Manager	Human Resources					
69	Financial Supervisor	Human Services - AD					
69	Clinical Diversion Programs Supervisor	Human Services - BH					
69	Clinical Supervisor	Human Services - BH					
69	Crisis Center Supervisor	Human Services - BH					
69	Substance Use Disorder Supervisor	Human Services - BH					
69	CCS Supervisor	Human Services - BH					
69	CSP Supervisor	Human Services - BH					
69	Youth Mental Health Supervisor	Human Services - BH					
69	Program Supervisor	Human Services - CW					
69	Program Supervisor	Human Services - LTS					
69	Network Administrator	Information Systems					
69	Social Wellness Manager	Park View Health Center					
69	Staff Development Coordinator	Park View Health Center					
69	GIS Administrator	Planning and Zoning					
69	Zoning Administrator	Planning and Zoning					
69	Environmental Health Manager	Public Health					
69	WIC Program Manager	Public Health					
69	Solid Waste Operations Manager	Solid Waste					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
70	Grade 70 - Hourly		\$40.44	\$42.69	\$44.93	\$49.43	\$55.71
70	Grade 70 - Salaried		\$84,107	\$88,780	\$93,452	\$102,798	\$115,881
70	Assistant Corporation Counsel	Corporation Counsel					
70	Assistant to the County Executive	County Executive					
70	Director of Emergency Management	Emergency Management					
70	Facilities Superintendent	Facilities					
70	Assistant Finance Director	Finance					
70	Highway Maintenance Superintendent	Highway					
70	Human Resource Manager	Human Resources					
70	Deputy Division Manager - Behavioral Health	Human Services - BH					
70	Deputy Division Manager - Child Welfare	Human Services - CW					
70	Cyber Security Architect	Information Systems					
70	Development Supervisor	Information Systems					
70	Technical Support Supervisor	Information Systems					
70	Medical Examiner	Medical Examiner					
70	Infection Preventionist Coordinator	Park View Health Center					
70	RN Neighborhood Supervisor	Park View Health Center					
70	RN Quality Assurance Supervisor	Park View Health Center					
70	RN Shift Supervisor	Park View Health Center					
70	Public Health Supervisor	Public Health					
70	Lieutenant	Sheriff					
70	Director of Veterans' Services	Veterans					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
71	Grade 71 - Hourly		\$46.50	\$49.09	\$51.67	\$56.84	\$64.08
71	Grade 71 - Salaried		\$96,724	\$102,097	\$107,470	\$118,217	\$133,263
71	Airport Director	Airport					
71	Director of Child Support	Child Support					
71	Court Commissioner	Circuit Courts					
71	Family Court Commissioner	Circuit Courts					
71	Division Manager - Administrative Services	Human Services - AD					
71	Division Manager - Behavioral Health	Human Services - BH					
71	Division Manager - Child Welfare	Human Services - CW					
71	Division Manager - Economic Support	Human Services - ES					
71	Division Manager - Long-Term Support	Human Services - LTS					
71	Director of Land and Water Conservation	Land and Water Conservation					
71	Financial Services Manager	Park View Health Center					
71	Captain	Sheriff					
72	Grade 72- Hourly		\$52.08	\$54.97	\$57.86	\$63.65	\$71.76
72	Grade 72 - Salaried		\$108,332	\$114,349	\$120,367	\$132,404	\$149,256
72	Director of Facilities	Facilities					
72	Deputy Director of Human Services	Human Services - AD					
72	Director of Nursing	Park View Health Center					
72	Director of Parks and Expo Center	Parks					
72	Director of Planning and Zoning	Planning and Zoning					
72	Director of Public Health	Public Health					
72	Chief Deputy Sheriff	Sheriff					
72	Director of Solid Waste	Solid Waste					

Grade	Current Title	Dept	Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
73	<i>Grade 73 - Hourly</i>		\$58.33	\$61.57	\$64.81	\$71.29	\$80.37
73	<i>Grade 73 - Salaried</i>		\$121,330	\$128,071	\$134,811	\$148,293	\$167,166
73	Director of Finance	Finance					
73	Highway Commissioner	Highway					
73	Director of Human Resources	Human Resources					
73	Director of Information Technology	Information Technology					
73	Nursing Home Administrator	Park View Health Center					
74	<i>Grade 74 - Hourly</i>		\$65.33	\$68.96	\$72.59	\$79.86	\$90.02
74	<i>Grade 74 - Salaried</i>		\$135,890	\$143,440	\$150,989	\$166,088	\$187,226
74	Director of Administration	Administration					
74	Corporation Counsel	Corporation Counsel					
74	Director of Human Services	Human Services - AD					

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, a class action lawsuit was filed in the northern district of California entitled *In re McKinsey & Co., Inc., National Prescription Opiate Consultant Litigation*, Case No. 3:21-md-02996-CRB (N.D. California). McKinsey has denied the allegations; and

WHEREAS, while the amount of the settlement (\$207 million) is relatively small compared to other previous settlements, the case against McKinsey is a very different case. McKinsey not only intended to counter the substantive issues of the case but attack local government's power to bring the type of lawsuit brought; and

WHEREAS, National Counsel's recommendation is to remain a party to the settlement.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes Winnebago County to remain a party to the McKinsey Opioid Settlement Agreement.

Supervisor Conley Hanson, District 26
Supervisor Tom Egan, District 33

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

Approved by the Winnebago County Executive this _____ day of _____, 2023.

Jonathan D. Doemel
Winnebago County Executive