

WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, JUNE 20, 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/84387453342?pwd=UENOYnl1TmVhMzNHc3pTc3MxUjNjQT09>

Passcode: W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 843 8745 3342

Passcode: 248854

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, June 20, 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. Resolutions from Other Counties:

- Door County – Resolution No. 2023-43 – "Request State of Wisconsin to Use a Portion of the 2023 Budgetary Surplus for the Maintenance, Repair and Replacement of County Trunk Highway System"
- Douglas County – Resolution #26-23 – "Request State of Wisconsin Review and Revise Compensation Rate for State Public Defenders"
- Jackson County – Resolution No. 19-05-2023 – "Request State to Revise the Current Real Estate Transfer Fee Revenue Sharing Formula"
- Lincoln County – Resolution 2023-04-27 – "Resolution Requesting the State Revise the Current Real Estate Transfer Fees Revenue Sharing Formula"
- Portage County Resolution – "Resolution to Request the State Revise the Current Real Estate Transfer Fees Revenue Sharing Formula"
- Price County – Resolution No. 19-23 – "Request the State of Wisconsin to Address Concerns of Act 216, Relating to Distributing the Proceeds from the Sale of Tax Delinquent Property to the Former Owner"
- Vernon County – Resolution #2023-33 – "Request to Revise the Current Real Estate Transfer Fees"

2. Petition for Zoning Amendments:

- 001 – Stephen C. Kratz; Town of Algoma, rezone from A-2 (General Agriculture District) to R-2 (Suburban Residential District)

3. Thank You Cards

- Sue Ertmer
- Sofia Kainz – Oshkosh West High School Scholarship Recipient
- Logan Loether – Winneconne High School Scholarship Recipient
- Josie Matiash – Valley Christian High School Scholarship Recipient

4. Commendation for Sarah Zblewski

H. Reports from Committees, Commissions and Boards

I. County Executive's Report

J. County Board Chairman's Report

K. County Board Chairman's Appointments

1. **Winnebago County Board of Supervisors, District 20** – Timothy Ernst, 617 W. 5th Avenue, Oshkosh
2. **Information Technology Committee** – Supervisor Timothy Ernst

L. Announcement of 2023 Winnebago County Scholarship Recipients

- Alec Bricco – Winneconne High School
- Brielle Dieck – Fox Valley Lutheran High School
- Ella Jaeger – Winneconne High School
- Sofia Kainz – Oshkosh West High School
- Milana Krishnevsky – Winneconne High School
- Logan Loether – Winneconne High School
- Josie Matiash – Valley Christian High School
- Logan Olszewski – Menasha High School
- Hava Zodrow – Valley Christian High School

M. Purchase of Silvercrest Group Home Presentation – Dr. Bill Topel, Director of Human Services

N. Presentation: Possible Change to Merit Pay Plan – Mark Habeck, Director of Human Resources

O. 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:** Approval of Proceedings from the May 2, 2023 Special Orders Meeting and the May 16, 2023 Adjourned Session of the Winnebago County Board of Supervisors.
2. **County Executive's Appointments**
 - a. **ADRC Committee** – Supervisor James Ponzer and Susan T. Ertmer, Oshkosh. Supervisor Ponzer is filling a vacant position. His term will expire August 31, 2025. Ms. Ertmer's is a three-year term expiring August 31, 2026.
 - b. **Winnebago County Land Records Council** – Maribeth Gabert – County Board Supervisor; Jerry Bougie – Planning and Zoning Director; Paul Schmidt – Realtor; Eric Rasmussen – Emergency Management Director; Darryl Lehman – Registered Land Surveyor, Martenson – Eisele; and Mike Zuege – East Central Regional Planning Commission. These are three-year terms that will expire May 31, 2026.
 - c. **Oshkosh Public Library** – Larry Lautenschlager, Oshkosh. This is a three-year term expiring April 30, 2026.
 - d. **Winnebago County Housing Authority** – Rebecca Hackett, Oshkosh. This is a five-year term expiring April, 2028.

ZONING REPORTS & ORDINANCES

3. **Report No. 001** – Julie Chikowski, Town of Wolf River
4. **Amendatory Ordinance No. 06/001/23** – Rezoning from B-2 (Community Business) to R-1 (Rural Residential) for tax parcel no. 032-0346-03
5. **Report No. 002** – Hot Head Properties, LLC, Town of Neenah
6. **Amendatory Ordinance No. 06/002/23** – Rezoning from B-3 (Regional Business) to I-1 (Light Industrial) for tax parcel no. 010-0203-03
7. **Report No. 003** – Julie Chikowski, ETAL, (Bartel Family Land, LLP), Town of Wolf River
8. **Amendatory Ordinance No. 06/003/23** – Rezoning from A-2 (General Agriculture) to B-2 (Community Business) for tax parcel no. 032-0350(p)
9. **Report No. 004** – BL Titan, LLC (Bruce Karnitz), Town of Algoma
10. **Amendatory Ordinance No. 06/004/23** – Rezoning from B-3 (Regional Business) to R-2 (Suburban Low Density Residential) for tax parcel nos. 002-0091-02-06 & 002-0091-02-05(p)
11. **Report No. 005** – Lindsay Bahn, ETAL, Town of Utica
12. **Amendatory Ordinance No. 06/005/23** – Rezoning from A-2/R-2 (General Agriculture, Suburban Low Density Residential) to A-2/R-2 (General Agriculture, Suburban Low Density Residential) for tax parcel nos. 024-0181-02(p) and 024-0181-01(p)

RESOLUTIONS & ORDINANCES

- 13. Resolution No. 234-062023:** Commendation for Sarah Zblewski
Submitted by: PERSONNEL & FINANCE COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**
- 14. Resolution No. 235-062023:** Disallow Claim of Erin Metcher
Submitted by: PERSONNEL & FINANCE COMMITTEE
Vote Required: **MAJORITY OF THOSE PRESENT**
- 15. Resolution No. 236-062023:** Approve Ground Lease Renewal between Badger Works, LLC and Winnebago County
Submitted by: AVIATION COMMITTEE
Vote Required: **MAJORITY OF MEMBERS PRESENT**
- 16. Resolution No. 237-062023:** Urge the Wisconsin Legislature to Support Health Care Providers Referring Individuals to Aging and Disability Resource Centers for Options Counseling
Submitted by: LEGISLATIVE COMMITTEE
Vote Required: **THREE-FOURTHS OF MEMBERS PRESENT**
- 17. Resolution No. 238-062023:** Recommending Revision to State Renewable Energy Contract Regulations
Submitted by: LEGISLATIVE COMMITTEE
Vote Required: **THREE-FOURTHS OF MEMBERS PRESENT**
- 18. Resolution No. 239-062023:** Requesting the State of Wisconsin to Review and Revise the Compensation Rate for State Public Defenders and Require the State of Wisconsin to Reimburse Winnebago County the Hourly Rate That Has Been Appropriated by Wisconsin to Provide Required Counsel Coverage in Criminal Cases
Submitted by: LEGISLATIVE COMMITTEE
Vote Required: **THREE-FOURTHS 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

**Special Orders Session
May 2, 2023**

**Adjourned Session
May 16, 2023**

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

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

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, MAY 2, 2023**

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.

A. ROLL CALL

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

B. PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

C. INVOCATION

Invocation by Supervisor Karen Powers

D. ADOPT AGENDA

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

E. PUBLIC COMMENTS

No one from the public addressed the board.

F. REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS

Supervisor Jacob Floam provided an update on the progress of the Ad-Hoc Task Force on Committee Structure Review. The Task Force met on Thursday, April 27, 2023, and approved to have a survey sent out to the whole County Board. Every Supervisor should have that in their inbox about committee structure. If anyone has any questions, please reach out to any of the Task Force members. The Task Force invited the Fond du Lac County Executive, Sam Kaufman, to the previous meeting and he presented a good overview of their committee process. The next meetings are scheduled for Thursday, May 11, 2023, at 9:30 am and Thursday, May 25, 2023, at 6:00 pm in the County Administration Building located at 112 Otter Avenue in Oshkosh.

Supervisor Brian Defferding attended and provided a brief overview of the National Chief Justice Summit that was held on April 21, 2023, in Madison on Mental Health. There will be a meeting on May 19, 2023, at 12:00 pm at the Winnebago County Courthouse to take a look at and do some brainstorming sessions on what Winnebago County can do in regards to those with mental health conditions that are involved in the criminal justice system.

Supervisor Paul Eisen gave a shout out to the Oshkosh Examiner online newspaper for its continuing coverage of the Winnebago County Board and government affairs. Their last issue, Monday, May 1, 2023, presented tonight's agenda to the public.

G. COUNTY BOARD CHAIRMAN'S REPORT

County Board Chairman Egan reported on the following topics:

- Supervisors Robinson, Gustafson, and Youngquist are excused from tonight's meeting.
- Chairman Egan mentioned that anyone wishing to donate to the Michael Norton memorial, should see Supervisor Powers.
- The WCA conference is coming up in September, if there are any board members wanting to attend, please contact the County Clerk's office so arrangements can be made.
- The County Board Tour is coming up and scheduled for Monday, May 15, 2023, starting at 8:00 am. The agenda was placed on your desks tonight. Please contact the County Clerk's office and let them know whether you will be attending or not.

H. ZONING REPORTS & ORDINANCES

1. Report No. 001 – Divine Journey Home Buyers, LLC; Town of Winneconne.
Motion by Supervisor Nelson, seconded by Supervisor Hinz to accept. CARRIED BY VOICE VOTE.
2. Amending Ordinance No. 03/001/23 – Rezoning from R-1 Rural Residential to R-2 Suburban Low Density Residential for tax parcel no.030-0239-06(p).
Motion by Supervisor Nelson, seconded by Supervisor Nussbaum to adopt. CARRIED BY VOICE VOTE. (Effective Date: May 2, 2023)

I. PRESENTATIONS

1. Winter Storm Brooklyn Emergency Order Recap – Ethan Hollenberger, County Executive Assistant; Bill Topel, Director of Human Services; and Eric Rasmussen, Emergency Management Director

Ethan Hollenberger, the County Executive Assistant presented a brief overview on what this presentation will entail. Eric Rasmussen, Emergency Management Director, recapped the Winter Storm Brooklyn Emergency detailing events as alerts, conditions and warnings came out.

Mr. Hollenberger stated mass sheltering is a function of county government and is in the Winnebago County Emergency Response Plan as Emergency Support Function 6. County sheltering is not uncommon in emergencies. He walked through the timeline of why Winnebago County and the County Executive decided the emergency order was what we needed and the 48 hours prior to taking over and operating the shelter.

Renee Soroko, the Human Services Deputy Director, provided information on taking over the running of the shelter and the updated costs not only for the emergency but after the emergency as we assisted the Day-by-Day, some hoteling and some other resources that we've been doing for several years.

The end result is the county saved lives. Individuals and agencies learned to work together on emergency planning, how to work together in a crisis, and improve our capabilities for the next emergency.

Mr. Rasmussen briefly discussed the "hotwash" recommendations and "action after review" which were done by an outside consultant. A "hotwash" is the immediate "after action" discussions to identify strengths and weaknesses of the response to a given event. An "after action review" is the plan of actions, practices, and resources needed to address the shortcomings identified in the "hotwash".

Mr. Hollenberger, Ms. Soroko and Mr. Rasmussen then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

2. Neighborhood Improvement Fund Sub-Grant Recipient Updates **a. Solutions Recovery – Trevor Feinrich, Executive Director**

Trevor Feinrich presented information on the Solutions Recovery organization. They provide recovery services for individuals and families struggling with mental health and substance use issues. Recovery is a life-long process. Solutions Recovery is there to provide support at every step of their journey and guide them down the best path to success. The Sober Living Six Month Program includes financial stability, healthy relationships, parenting, mental health, accountability and developing health habits to name a few. Sober Housing "After Sober Living" provides safe, supportive affordable long-term housing. Solutions Recovery has submitted a letter of intent to purchase the Christine Ann Facility which will allow them to provide more services to the growing need of individuals and families seeking recovery help.

Mr. Feinrich then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

b. Day by Day Warming Shelter – Gretchen Withers, President of the Board

Gretchen Withers presented information on the Day-by-Day Warming Shelter. The Day-by-Day Warming Shelter collaboratively provides temporary shelter, individualized services, and opportunities for self-sufficiency to empower the most vulnerable adults in our community. They provide shelter programming also known as "Gateways to Goals" that include basic needs, housing, employment, health and wellness and education among others. They have some current challenges that include guest capacity, limited overnight services, limited kitchen usage and limited safety and security. With the new shelter being built, they will be addressing some of those challenges by increasing overnight capacity, increasing overnight services, have an operational kitchen and additional showers, bathrooms and a larger laundry room and proper security.

Ms. Withers then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

3. Self-Organized County Board Proposal – Supervisor Jim Wise, Chairman of the Ad-Hoc Task Force on Per Diems and Mary Anne Mueller, Corporation Counsel

Chairman Wise presented information on what a self-organized county involves. Self-organization is a process used by county boards that provides the board with alternatives to some of the specific procedures otherwise mandated in Chapter 59, Wisconsin Statutes. A county that has undertaken self-organization has given itself somewhat more flexibility in the manner of how the board of supervisors may operate.

A county which has undergone self-organization may adopt its own policies regarding:

- Use of staggered terms for the supervisors, electing half of them each year rather than electing them all each even-numbered year.
- Compensation of supervisors for attendance at board meetings and paying mileage.

- Filling vacancies in the office of county supervisor.
- Self-organization is accomplished by a very simple procedure:
- A majority of the whole board adopts an ordinance invoking the authority of the authorizing statute, 59.10(1).
 - The county board adopts the policies it desires regarding possible staggered terms, compensation for board members, and the method for filling vacancies on the county board.
- County boards are granted clear authority to change the way they do business in very specific areas of board functioning if they undertake self-organization.

Mr. Wise and Ms. Mueller then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

4. Introduction to Priority Based Budgeting – Ethan Hollenberger, County Executive Assistant

Ethan Hollenberger, presented the introduction to Priority Based Budgeting (PBB). He discussed the goals of the project which include departments understanding how their programs relate to each other and the overall county mission, clearly articulate for elected officials and the public exactly what the county does, and uniformly cost allocate to programs which allows for better policy discussions. The Priority Based Budgeting builds around programs and priorities. The PBB provides the data to drive communication and decision-making including knowing the resources contributing to their programs, utilize data to discuss trade-offs and reallocation opportunities, and connect decision-makers and department experts to support a more transparent budget process.

Munis is being renamed to Tyler Enterprise ERP (Enterprise Resource Planning). Our financial management solutions integrate core financial applications with human resources, revenue management, tax billing, and asset management. Mr. Hollenberger provided an example of what the PBB would look like and the steps of the complete process. The process has four steps: Program Inventory, Program Costing, Program Scoring and finally Take Action and Utilize the Data.

ResourceX is a priority-based budgeting tool. It provides software solutions to transform your budget and align resources with community priorities that include budget development, planning analysis, and communication & transparency. PBB will help us with an infusion of "new" money, we need to allocate it judiciously, and sustainably, lead to long term fiscal planning and targets "fiscal cliffs", and more easily identify programs to transfer to other governments or give to other entities for Innovation Fund Grants.

Mr. Hollenberger then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

Motion by Supervisor Albrecht, and seconded to adjourn until the Board's next meeting on Tuesday, May 16, 2023, at 6:00 p.m. The meeting was adjourned at 9:39 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 Special Orders Session meeting held May 2, 2023.

Cassie J. Smith-Gregor
Winnebago County Deputy Clerk

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, MAY 16, 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: 33 – Dowling, Nichols, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller. Excused: 2 – Borchart and Gustafson. Vacant: 1.

C. PLEDGE OF ALLEGIANCE

The meeting was opened with the Pledge of Allegiance.

D. INVOCATION

Invocation by Supervisor Karen Powers

E. ADOPT AGENDA

Motion by Supervisor Albrecht, seconded by Supervisor Powers, to adopt the agenda for tonight's meeting with an amendment; to add the Approval of Proceedings from the April 18, 2023 County Board meeting in the consent calendar which was not on the agenda. CARRIED BY VOICE VOTE.

F. PUBLIC COMMENTS

Matt Mikkelsen, Oshkosh, objected to Tim Ernst being appointed to the County Board of Supervisors, District 20 vacant position.

G. COMMUNICATIONS. PETITIONS. MEMORIALS. ACCOUNTS. COMMENDATIONS. ETC.

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

1. The following Resolutions from Other Counties have been referred to the Legislative Committee:
 - Green Lake County – Resolution 7-2023 – "Recommending Revision to State Renewable Energy Contract Regulations"
 - La Crosse County – Resolution 2-4/2023 – "Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula"
 - Price County – Resolution 9-23 – "Requesting the State of Wisconsin to Use a Portion of the 2023 Budget Surplus for Maintenance of the County Trunk Highway System"
2. The following Petitions for Zoning Amendments have been referred to the Planning and Zoning Committee:
 - 001 – Gary & Julie Chikowski; Town of Wolf River, rezone from B-2 (Community Business District) to R-1 (Rural Residential District)
 - 002 – Hot Head Properties, LLC (Steven Fleming); Town of Neenah, rezone from B-3 (General Business District) to I-1 (Light Industrial District)
 - 003 – Bartel Family Land, LLP (Claude Bartel); Town of Wolf River, rezone from A-2 (General Agriculture District) to B-2 (Community Business District)
 - 004 – BL Titan, LLC (Bruce Karnitz); Town of Algoma, rezone from B-3 (General Business District) to R-2 (Suburban Residential District)
 - 005 – Lindsay Bahn Locklar/Dave & Eric Raube; Town of Utica, rezone from A-2/R-2 (General Agriculture District/Suburban Residential District) to R2/A2 (Suburban Residential District/General Agriculture District)
3. The following Notice of Claims have been referred to the Personnel & Finance Committee:
 - Notice of Claim from Chris Shafer for damage to his vehicle's windshield caused by gravel and stones coming from a trailer pulled by a County vehicle
 - Notice of Claim from Erin Metcher for damage to her vehicle from hitting a "Visitor Parking" sign at the Courthouse that was covered with snow.
4. Commendations for Laura Forbes, Mary Jo Radig and Joy Tappy

H. REPORTS FROM COMMITTEES. COMMISSIONS & BOARDS

Supervisor Karen Powers and Supervisor Julie Gordon both attended the tour and ribbon cutting for the Day-by-Day shelter. Supervisor Powers also attended the Wisconsin County Human Service Association (WCHSA) Annual Spring Convention that touched on poverty and child welfare overlap; adult protective services, emergency mental health

services, Wisconsin State Health Improvement Plan, Wisconsin Medicaid program and equity and inclusion in Human Services. She participated on the County Board Tour and thanked Supervisor Ellenberger for arranging lunch at Zuppa's in Neenah. She also stated that the pantry at the Human Services Shelter Care on Harrison Street is nearly empty. She arranged for several hundred pounds of food to be delivered to the County Shelter Care on Harrison.

Supervisor Farrey reminded everyone that there will be a Legislative Committee meeting on Monday, May 22, 2023 at 8:30 am at the Coughlin Center.

Supervisor Jacob Floam stated that the Ad-Hoc Task Force on Committee Structure met on May 18, 2023. They had approved a survey/questionnaire to go to department heads and county board supervisors asking for their input and thoughts on the current committee structure and if any revisions need to be made. They are due May 18, 2023. The next meeting is scheduled for Thursday, May 25, 2023 at 6:00 pm in the County Administration Building located at 112 Otter Avenue in Oshkosh.

Supervisor Steven Binder stated he had received quite a few calls from concerned citizens regarding the June 30, 2023 closing of the University Day Care. This is an issue that needs to be addressed.

I. COUNTY EXECUTIVE'S REPORT

Executive Doemel reported on the following topics:

- The Priority Based Budgeting tool is underway. Creating a program inventory has been a process but will help to create a comprehensive look into what is happening in the county budget. This will be an ongoing and evolving process for future budgets. This is a foundational change and not a one-time project.
- Executive Doemel asked the ARPA commission for an Innovation Analyst Manager. This is a position to help find efficiencies and capture funding opportunities that the county is missing due to capacity issues. The resolution is calling for all three years of this position to be paid for by the interest accrued from the spirit fund. This position was approved by the ARPA commission and is on its way to the Personnel & Finance committee. He hopes it will be presented to the County Board for approval in June.
- Executive Doemel provided an update on the boathouse. Radtke agreed to guarantee completion of the project within the budget. The boathouse project guarantees the Sheriff's Office quick access to the water for the next 98 years. Executive Doemel stated that he expects the boathouse to be operational by the end of this month.
- There are two resolutions that will be presented tonight that I support.
 1. The first one is a resolution that would increase the Contingency Fund Limit from \$15,000 to \$40,000 which may be transferred by the Personnel & Finance Committee. This would enhance efficiency and enable transfers to be handled more quickly.
 2. The second one is a resolution for \$150,000 for upgrades in our meeting room capabilities. This request of a \$150,000 appropriation will be to improve the technology in multiple meeting rooms to allow for better recorded committee meetings, virtual access to conference rooms, and to better implement software to allow streamlined and paperless agenda packets.

J. COUNTY BOARD CHAIRMAN'S REPORT

County Board Chairman Egan reported on the following topics:

- Supervisor Borchart and Gustafson are excused from tonight's meeting.
- Chairman Egan pulled his appointments for tonight's meeting. Timothy Ernst was not able to participate in tonight's meeting due to a prior commitment.
- If there are any board members wanting to attend the WCA annual conference in September, please contact the County Clerk's office so arrangements can be made.
- Chairman Egan reminded everyone if anyone is interested in donating to Supervisor Norton's memorial, please see Supervisor Powers.
- Chairman Egan stated this is "National Police Week" and thanked all law enforcement officers for all their hard work and dedication.

K. COUNTY BOARD CHAIRMAN'S APPOINTMENTS

These appointments were pulled from tonight's agenda.

L. 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 April 18, 2023 County Board meeting.

ZONING REPORTS & ORDINANCES

2. Amendatory Ordinance No. 05/01/23 – Town of Vinland on behalf of James Pahlow; Rezoning from A-2 (Agricultural/Rural/Rural Residential) to R-1 (Rural Residential) for tax parcel no. 026-0308-02-04(part) (Effective Date: May 18, 2023)
3. Amendatory Ordinance No. 05/02/23 – Town of Vinland on behalf of Steve & Trudy Resnick; Rezoning from R-1/A-2 (Rural Residential/Agricultural) to A-2 (Agricultural) for tax parcel no. 026-0435-01 (Effective Date: May 18, 2023)

RESOLUTIONS & ORDINANCES

4. Resolution No. 221-052023: Commendation for Laura Forbes

WHEREAS, Laura Forbes has been employed with the Department of Administration, for the past thirty-two years, and during that time has been a most conscientious and devoted County employee; and
WHEREAS, Laura Forbes has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service; and

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that sincere appreciation and commendation be and it hereby is extended to Laura Forbes 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 Laura Forbes.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

5. Resolution No. 222-052023: Commendation for Mary Jo Radig

WHEREAS, Mary Jo Radig has been employed with General Services, for the past thirty-three years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Mary Jo Radig 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 Mary Jo Radig 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 Mary Jo Radig.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

6. Resolution No. 223-052023: Commendation for Joy Tappy

WHEREAS, Joy Tappy has been employed with the Winnebago County Treasurer's Office, for the past twenty-six years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Joy Tappy 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 hereby is extended to Joy Tappy 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 Joy Tappy.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

7. Resolution No. 224-052023: Disallow Claim of Chris Shafer

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

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Chris Shafer, filed with the County Clerk on 4/19/2023, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

8. Resolution No. 225-052023: Amend Sections 23.1 (Standing Committees) and 24.12 (Information Systems Committee) of the Rules of the Winnebago County Board of Supervisors to Rename Information Systems, Information Technology

WHEREAS, the Information Systems Department has been renamed the Information Technology Department; and

WHEREAS, to correspond with the department name change the Information Systems Committee should be renamed the Information Technology Committee

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 23.1 of the Rules of the Winnebago County Board of Supervisors to read as follows:

~~“L. Information Systems Committee~~ L. Information Technology Committee”.

BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors that it hereby amends Section 24.12 of the Rules of the Winnebago County Board of Supervisors to read as follows:

~~“24.12 INFORMATION SYSTEMS COMMITTEE~~ INFORMATION TECHNOLOGY COMMITTEE - The Committee shall be composed of five (5) County Board members and one citizen member. The citizen member shall be appointed by the County Board Chairman subject to the approval of the County Board of Supervisors. The term of the citizen member shall expire on June 30 of all even numbered years. The primary duties of such Committee shall be to review all proposals and needs relating to Winnebago County's present and future information systems needs and technologies related thereto. This shall be the committee of jurisdiction for the ~~Information Systems~~ Information Technology Department.”

Submitted by:
INFORMATION SYSTEMS COMMITTEE

9. Resolution No. 226-052023: Authority for Winnebago County to Participate as a Wisconsin Department of Natural Resources Life Jacket Loaner Board Partner at the Grundman Boat Landing

WHEREAS, since at least 2016, the County has participated as a Life Jacket Loaner Board Partner with the Wisconsin Department of Natural Resources (WDNR) at the Grundman Boat Landing located in the town of Vinland; and

WHEREAS, the Life Jacket Loaner Board provides an opportunity for users of the Grundman Boat Landing to borrow a life jacket for the day; and

WHEREAS, the state of Wisconsin – through WDNR Stewardship Fund – recently funded about \$800,000 in capital improvements to the boat launch and so it makes sense for the county to continue to partner with the WDNR on this program; and

WHEREAS, the program is highly successful to ensure compliance with floatation device requirements and to ensure proper fitting life preservers while on Lake Winnebago.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes the Parks Department to continue to participate as a Wisconsin Department of Natural Resources Life Jacket Loaner Board Partner at the Grundman Boat Landing and to sign agreements authorizing such participation.

Submitted by:
PARKS & RECREATION COMMITTEE

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

M. RESOLUTIONS & ORDINANCES

1. Resolution No. 227-052023:

Authorize a Budget Transfer in the Amount of \$35,000 for the removal of the Netzer home, barn, and garage at the Sunnyview Expo Center to Allow for Future Growth

WHEREAS, in 2018 Winnebago County purchased 40 acres including the Netzer home, barn and garage on the east end of the Sunnyview Exposition property to expand parking capacity and allow for future growth of the Sunnyview Exposition Center; and

WHEREAS, the Netzer home, barn, and garage located on the property need to be removed to allow for future growth and eliminate the annual maintenance and labor costs associated with the home, barn and garage; and

WHEREAS, the barn is a safety hazard and is past its useful life; and

WHEREAS, the removal of these buildings will allow the County to develop this property and allow for future growth of the Sunnyview Expo Center.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a Budget Transfer in the amount of \$35,000 for the removal of the Netzer home, barn, and garage at the Sunnyview Expo Center to be funded from the Winnebago County Contingency Fund.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

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

2. Resolution No. 228-052023:

Request Authority to Apply for and Accept Grant Funds from the Wisconsin Department of Natural Resources for the Waukau Dam Restoration and Improvement Project

WHEREAS, the Waukau Dam is one of Winnebago Counties Nature Preserves located in the Town of Rushford. This park property is utilized by residents for fishing, walking/hiking, mountain biking, snow shoeing, and nature viewing; and

WHEREAS, in February of 2023, the Winnebago County Board approved the 2023 Capital Projects. Included in the Capital Improvement Plan was \$230,000 for engineering, design, and permitting for the Waukau Dam Restoration and Improvement Project; and

WHEREAS, The Waukau Dam Restoration and Improvement Project consists of fortifying the stream and pond embankment, paving the parking lot, adding site lighting, replacing the catwalks over the dams, improving accessibility on the walking trail and over the dams, adding a small shade shelter and 2 additional fishing piers; and

WHEREAS, the estimate for construction for this project is \$1,503,630 and was included in Winnebago County's 2023-2027 Capital Improvement Plan to be funded in 2024 with CIP funds or Spirt Fund dollars.

WHEREAS, Winnebago County is interested in obtaining a cost-share grant in the amount of \$751,815 from the Wisconsin Department of Natural Resources (DNR) for the purpose of renovations to and improvements at the Waukau Dam.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes the County Executive and the County Clerk to apply for and accept funds from the DNR for financial assistance that may be available for the Waukau Dam Restoration and Improvement Project.

Fiscal Impact: No immediate impact. If a grant is awarded, the funds may be appropriated through subsequent County Board action during the 2024 Capital Improvement Plan process.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

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

3. Resolution No. 229-052023:

Amend Section 0.0 (Role of the County Board Supervisor) of the Rules of the Winnebago County Board of Supervisors to Add Section 0.4 Addressing the Use of Winnebago County Owned Electronic Devices by Winnebago County Board Supervisors and Outlining Consequences for Misuse of Such Electronic Devices

WHEREAS, Winnebago County Board Supervisors have the privilege of being elected and trusted officials; and

WHEREAS, Winnebago County encourages the use of electronic devices by Winnebago County Board Supervisors and Winnebago County Board Supervisors normally vote electronically. To that end, Winnebago County loans Winnebago County Board Supervisors' electronic devices; and

WHEREAS, Winnebago County owned electronic devices can be used to read and review meeting material and access information pertinent to meeting discussions; and

WHEREAS, Winnebago County Board Supervisors are required to sign a Winnebago County Computer Use Policy at the beginning of their tenure; and

WHEREAS, one express mandate of the Winnebago County Computer Use Policy is that "the computer system belonging to Winnebago County is to be used for business purposes only".

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it adds Section 0.4 to the Rules of the Winnebago County Board of Supervisors to read as follows:

0.4 An electronic device is issued to each County Board Supervisor to participate in County Board meetings, receive County Board correspondence, and research and communicate in performing County Board duties. Unethical or illegal use will result in reprimand, censure, or expulsion from the County Board of Supervisors.

Winnebago County Board Supervisors may only use Winnebago County owned electronic devices for Winnebago County Business. Winnebago County Supervisors shall not use such electronic devices to communicate with other Winnebago County Board Supervisors during any Winnebago County meeting to discuss, collaborate, or influence a vote.

Winnebago County Board Supervisors shall be required to return their Winnebago County electronic devices if violating the rule and pay all costs associated with damages to or loss of the Winnebago County electronic devices.

The Winnebago County Board Supervisors will return their electronic devices within five business days of the end of their tenure to the Winnebago County Clerk. In the event an electronic device is not returned in a timely manner Winnebago County will bill the Supervisor for the current value of the electronic device.

Submitted by:
SUPERVISOR KAY HORAN, DISTRICT 5
JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Binder, seconded by Supervisor Wise, to refer back to the Information Technology Committee.

Motion by Supervisor Dowling, seconded by Supervisor Powers to amend the motion from referring it to the Information Technology Committee to the Judiciary & Public Safety Committee.

Motion by Supervisor Hanson, seconded by Supervisor Horan, to call the question. CARRIED BY VOICE VOTE. Supervisor Wise withdrew his second which reverts back to the original motion.

Motion by Supervisor Dowling, seconded by Supervisor Powers to refer resolution back to the Judiciary & Public Safety Committee.

Motion by Supervisor Gabert, seconded by Supervisor Stafford, to call the question. CARRIED BY VOICE VOTE.

Vote to refer resolution back to the Judiciary & Public Safety Committee. AYES: 20; NAYES: 13 – Eisen, Horan, Defferding, Ellenberger, Nussbaum, Floam, Ponzer, Belville, Hinz, Schellenger, Hanson, Harrison and Zastera; ABSENT: 2 – Borchart and Gustafson; VACANT: 1. PASSED.

4. Resolution No. 230-052023:

Amend Section 24.9(5)(b) of the Rules of the Winnebago County Board of Supervisors to Increase Limit on Contingency Fund Transfers Which May Be Authorized by Personnel & Finance Committee

WHEREAS, Chapter 65.90(5)(b) of the Wisconsin Statutes provides:

"A county board may authorize its standing committees to transfer funds between budgeted items of an individual county office or department, if such budgeted items have been separately appropriated, and to supplement the appropriations for a particular office, department, or activity by transfers from the contingent fund. Such committee transfers shall not exceed the amount set up in the contingent fund as adopted in the annual budget, nor aggregate in the case of an individual office, department, or activity in excess of 10 percent of the funds originally provided for such office, department, or activity in such annual budget."

; and

WHEREAS, the Winnebago County Board has implemented this provision through the adoption of its Rule 24.9 (5), which grants to the Personnel & Finance Committee authority to authorize transfers from the contingency fund to department budgets in amounts not to exceed \$15,000.00; and

WHEREAS, in recent years the Board has included a general contingency fund of \$300,000.00 in each annual budget, but since only relatively small budget transfers can be authorized by committee in most cases much of the contingency fund has been either left unused or used by transfers which require a resolution and action by the full Board of Supervisors; and

WHEREAS, increasing the amount which may be transferred by the Personnel & Finance Committee from the contingency fund will increase efficiency, enable transfers to be handled more quickly, and reduce the need for County Board meetings to devote time and attention to budget transfers which are still relatively small and which will have been approved by one or (usually) two committees, and are therefore unlikely to be considered controversial;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it amends Subsection 5 of Section 24.9 of the Rules of the Winnebago County Board of Supervisors as follows:

5. Authorize budgetary alterations as permitted in Sec. 65.90(5), Wis. Stats. in either of the following situations:

A. A transfer of funds between budgeted items of an individual County Department if such budgeted items have been separately appropriated, and

B. 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 ~~\$15,000.00~~\$40,000.00, whichever is the lesser sum, and

C. Notwithstanding subsection (b), above, to accept gifts from the Oshkosh Area Community Foundation's Park View Health Center Pass-Through Fund into the Contingency Fund and to appropriate monies received from said gifts to the new Park View Health Center construction project for additions, enhancements, landscaping or furnishings in relationship to said project, provided that the total amount of said appropriation does not exceed 10% of the total amount of funds budgeted for said project for that budgetary year.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Vote on Resolution: AYES: 27; NAYES: 5 – Dowling, Nichols, Hanson, Farrey and Zastera;

ABSENT: 3 – Borchart, Stafford and Gustafson; VACANT: 1. PASSED.

5. Resolution No. 231-052023:

Petitioning the Secretary of Transportation for Airport Improvement Aid

WHEREAS, Winnebago County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the sponsor desires to develop or improve the Wittman Regional Airport, Winnebago County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the County Aviation Committee for its consideration and report prior to County Board action as required by Wis. Stat. §114.33(2), and

WHEREAS, a public hearing was held prior to adoption of this petition in accordance with Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

WHEREAS, airport users have been consulted in formulation of the improvements included in this resolution, and

THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows: Air Traffic Control Tower Upgrades; Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects. FURTHER, the sponsor request that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED, that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE County Executive and County Clerk be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

Submitted by:

AVIATION COMMITTEE

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

6. Resolution No. 232-052023:

Approving \$150,000 from the Spirit Fund's County Government Projects Category to Improve Meeting Room Virtual Capabilities and Provide other Technology Upgrades to Support Higher Quality Streaming including Paperless Agenda Packet Options

WHEREAS, in 2022, the Winnebago County Board of Supervisors approved board rule 22.11, which requires all County Board, Committee, Commission, Board meetings to be held in a hybrid format with all meetings streamed and made available after the meeting; and

WHEREAS, the Winnebago County Board Room in the courthouse and many meeting rooms across county properties lack technology which makes it difficult to follow and hear the meeting via the streaming product; and

WHEREAS, county staff desire software to improve meeting agenda preparation and this Board approved funding for such software in the 2023 Annual Budget; and

WHEREAS, numerous members of the Winnebago County Board of Supervisors have requested agenda packets be made available to the public on the county's website in a uniform manner; there has also been a request for paperless agenda packets; and

WHEREAS, streamlining the agenda packet preparation and posting process will save county staff time and ensure a more open and transparent county government; and

WHEREAS, several proposals have been received for agenda preparation software which all require some investment in technology infrastructure to ensure streaming services can be properly utilized and accessed; and

WHEREAS, nothing in this Resolution will require agendas to be exclusively paperless or alter Winnebago County Board rules; and

WHEREAS, once enacted, Winnebago County will host on its website paperless agenda packets and meetings which have better quality and are indexed to specific items on each meeting's agenda.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that \$150,000 from the Spirt Fund's County Government Projects category be appropriated to improve meeting room virtual capabilities and provide other technology upgrades to support higher quality streaming with paperless agenda packet options.

Submitted by:

ARPA STRATEGY & OUTCOME COMMISSION

Motion by Supervisor Farrey, seconded by Supervisor Gordon, to adopt. CARRIED BY VOICE VOTE
(NAYES: 2 – Dowling and Nichols)

7. Ordinance No. 233-052023:

Invoking the Authority of Wis. Stat. 59.10(1) for Winnebago County to Become a Self-Organized County

WHEREAS, Winnebago County desires to achieve the maximum amount of flexibility relating to its local administrative affairs and governance by becoming a self-organized county pursuant to Section 59.10, Wis. Stats., and;

WHEREAS, Section 59.10, Wis. Stats. provides that Winnebago County may become self-organized by adopting an ordinance electing to become self-organized and filing a certified copy of the ordinance with the Secretary of State, and;

WHEREAS, a county which has elected to become self-organizing may adopt its own policies limited to compensation for County Board Supervisors, filling vacancies for County Board Supervisors, and creating staggered terms for County Board Supervisors.

NOW, THEREFORE, BE IT RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT WINNEBAGO COUNTY DOES ORDAIN AS FOLLOWS:

It hereby elects to become self-organized pursuant to Section 59.10(1), Wis. Stats.

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that the Winnebago County Clerk shall file a certified copy of this Ordinance with the Secretary of State for the State of Wisconsin.

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that 0.00 of the General Code will be created to say that Winnebago County is a self-organizing county.

Submitted by:

AD HOC ON PER DIEM TASK FORCE

JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Beem, seconded by Supervisor Floam, to call the question. CARRIED BY VOICE VOTE.

Vote on Resolution: AYES: 23; NAYES: 10 – Nichols, Eisen, Albrecht, Gabert, Gordon, Ponzer, Zellmer, Powers, Cox, and Farrey; ABSENT: 2 – Borchart and Gustafson; VACANT: 1. PASSED.

Passage of Ordinance No. 233-052023, in accordance with Wis. Stat. 59.10(1), recognizes Winnebago County as a Self-Organized County.

A copy of Ordinance No. 233-052023 is available from the Winnebago County Clerk's Office, 112 Otter Avenue, Oshkosh, Wisconsin.

N. ADJOURNMENT

Motion by Supervisor Albrecht, seconded by Supervisor Zastera, to adjourn until the Board's next meeting on Tuesday, June 20, 2023 at 6:00 p.m. The meeting was adjourned at 8:18 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 May 16, 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

June 20, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

ADRC COMMITTEE – County Board Supervisor James Ponzer to a vacant term expiring August 31, 2025.
Sue Ertmer of Oshkosh to a three-year term expiring August 31, 2026.

LAND INFORMATION COUNCIL – I am reappointing to three-year terms expiring May 31, 2026, the following individuals:

Supervisor Maribeth Gabert – Member of the County Board

Planning and Zoning Director Jerry Bougie – A representative of the land information office

Mr. Paul Schmidt – A realtor or a member of the Realtors Association

Emergency Management Director Eric Rasmussen – A emergency communications representative

Mr. Darryl Lehman – a professional land surveyor

Mr. Mike Zuege – additional appointee representing the East Central Regional Planning Commission

OSHKOSH PUBLIC LIBRARY BOARD – I am reappointing Larry Lautenschlager of Oshkosh for a three-year term to expire on April 30, 2026.

WINNEBAGO COUNTY HOUSING AUTHORITY – I am reappointing Rebecca Hackett of Oshkosh for a five-year term expiring in April of 2028.

Respectfully submitted,

Jon Doemel

Winnebago County Executive

Thomas J. Egan
Winnebago County Board Chairman



Winnebago County
The Wave of the Future

112 OTTER AVENUE
P.O. Box 2806
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 232-3430
FAX (920) 232-3435
E-mail: Tom.Egan@co.winnebago.wi.us

TO: Winnebago County Board of Supervisors
FROM: Chairman Thomas Egan
DATE: May 16, 2021
RE: Appointment to Supervisor District No. 20

Subject to your approval, I am appointing Timothy Ernst, 617 W. 5th Avenue Oshkosh, Wisconsin, to Supervisor District No. 20. Mr. Ernst will complete the unexpired term of Michael Norton who passed away. Mr. Ernst's term will begin immediately and end on April 16, 2024.

Thank you in advance for your approval of this appointment.

THOMAS J. EGAN
Chairman
County Board



112 OTTER AVENUE, P.O. BOX 2806
OSHKOSH, WISCONSIN 54903-2806

(920) 232-3430
FAX (920) 232-3435

Winnebago County

Office of the County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board

FROM: Chairman Thomas Egan

DATE: May 16, 2023

RE: Appointment to the Information Systems Committee

Subject to your approval, I am appointing Supervisor Timothy Ernst to the Information Systems Committee. Supervisor Ernst will replace Supervisor Rebecca Nichols who has resigned from the Committee. This term will expire April 16, 2024.

Thank you in advance for your support of this appointment.

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1 **235-062023**

2
3 **RESOLUTION: Disallow Claim of Erin Metcher**

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

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

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

11
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
13 of Erin Metcher, filed with the County Clerk on May 2, 2023, is hereby disallowed since there is no basis for liability
14 on the part of Winnebago County.

15
16 Submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **5-0**

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

20
21 Approved by the Winnebago County Executive this ____ day of _____, 2023.

22
23 _____
24 Jonathan D. Doemel
25 Winnebago County Executive

JULIE A. BARTHELS
County Clerk



The Wave of the Future

112 OTTER AVENUE, P.O. BOX 2806
OSHKOSH, WISCONSIN 54903-2806

OSHKOSH (920) 232-3430
FAX (920) 232-3435
E-mail: countyclerk@winnebagocountywi.gov

NOTICE OF CLAIM

DATE: May 2, 2023

TO: Joel Luepke, Melanie Boelter and Jenny Sonnleitner

FROM: Cassie Smith-Gregor

RE: Claim from Erin Metcher

This claim will be forwarded to the Personnel & Finance Committee for action on June 1, 2023 and presented to the County Board at their May 16, 2023 meeting.

Gregor, Cassie

From: Barthels, Julie A
Sent: Tuesday, May 2, 2023 2:21 PM
To: Gregor, Cassie
Subject: FW: Auto accident claim
Attachments: METCHEN JAG.pdf; Statement 21623.pdf; Auto estimate .pdf; Police report .pdf

Notice of Claim

From: Erin Metcher <erin.eco.27@gmail.com>
Sent: Tuesday, May 2, 2023 2:12 PM
To: Barthels, Julie A <JABarthels@winnebagoctywi.gov>
Subject: Auto accident claim

The accident occurred on February 16th at 4:15pm in the Winnebago County Courthouse parking lot.

I have attached two repair estimates for the property damage sustained.


Erin Metcher

On February 16th 2023 I had a 3:00pm mediation appointment at the Winnebago County Courthouse.

At 4:15pm I was leaving the parking lot when I heard my vehicle hit something. I could not see anything in my way and proceeded to pull out of the parking stall. It was snowing.

Whatever I had hit was still pressing against my car and continued to damage the passenger side as I drove.

I put my car in park, got out and saw it was the visitor parking post. It was not visible except for where the snow was gone from my car hitting it. I could see the yellow paint transfer on my car.

The vehicle sensor didn't register the post nor could I see it as it was completely covered in snow.

It should have been clear of debris and visible during business operating hours.

①

Don's Auto Body Inc.
18 W 7TH AVE, OSHKOSH, WI 54902
Phone: (920) 235-9120
FAX: (920) 235-8848

Workfile ID: 55e96422
PartsShare: 7hVJjT
Federal ID: 39-0964428

Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

Written By: Ryan Zander

Insured: METCHEN, ERIN
Type of Loss:
Point of Impact: 03 Right T-Bone (Right Side)

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
METCHEN, ERIN
639 BOYD ST.
OSHKOSH, WI 54901
(920) 410-0234 Cell

Inspection Location:
Don's Auto Body Inc.
18 W 7TH AVE
OSHKOSH, WI 54902
Repair Facility
(920) 235-9120 Business

Insurance Company:

VEHICLE

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

VIN: SAJWA05B89HR37471
License:
State:

Interior Color:
Exterior Color:
Production Date: 9/2008

Mileage In: 69,663
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors

Console/Storage

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Parking Sensors

Home Link

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio
SAFETY
Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Leather Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control

Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper assy				2.0	
3		FRONT LAMPS					
4	R&I	RT Headlamp assy w/o headlamp washer				0.3	
5		FENDER					
6	*	Rpr RT Fender				3.0	2.0
7		Add for Clear Coat					0.8
8	R&I	RT Fender liner				0.4	
9	R&I	RT Vent primed				0.2	
10	#	Mask jams/openings		1	3.00 T	0.3	
11		PILLARS, ROCKER & FLOOR					
12	*	Rpr RT Outer rocker pnl				5.0	2.0
13		Overlap Major Adj. Panel					-0.4
14		Add for Clear Coat					0.3
15	Repl	RT Rocker molding w/o 5.0L supercharged	C2Z5442XXX	1	619.77	0.5	1.0
16		Add for Clear Coat					0.2
17		FRONT DOOR					
18	*	Repl LKQ RT door assy +25%	C2Z2060	1	556.25	2.6	3.1
19		Overlap Major Adj. Panel					-0.4
20		Add for Clear Coat					0.5
21		RT Clean, lube & adjust linkages & reg				0.3	
22		Refn exterior surface					2.1
23		Clean or recondition parts or assemblies				3.0	
24		R&I Hinge				0.2	
25		R&I Mirror				0.5	
26		R&I Outside handle				0.5	
27	R&I	RT Window molding chrome				0.3	
28	R&I	RT Belt w/strip chrome				0.3	
29	R&I	RT Extension				0.2	
30	R&I	RT Applique				0.2	
31	R&I	RT R&I mirror				0.4	
32	R&I	RT Window trim				0.2	
33	R&I	RT R&I trim panel				0.4	
34	#	Mask jams/openings		1	3.00 T	0.3	
35		REAR DOOR					
36	*	Rpr RT Outer panel (HSS)				3.0	2.0
37		Overlap Major Adj. Panel					-0.4
38		Add for Clear Coat					0.3
39	R&I	RT Window molding chrome				0.3	

Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

40	R&I	RT Handle, outside w/o passive keyless				0.4	
41	R&I	RT R&I trim panel				0.4	
42	#	Mask jams/openings	1	3.00	T	0.3	
43	QUARTER PANEL						
44	*	Rpr RT Quarter panel				1.0	2.7
45		Overlap Major Adj. Panel					-0.4
46	*	Add for Clear Coat					0.5
47	#	Mask jams/openings	1	3.00	T	0.3	
48	#	Subl Hazardous waste removal	1	5.00	T		
49	#	Repl Cover Car	1	4.00	T	0.2	
50	#	Repl Corrosion protection primer	1	10.00	T	0.3	
SUBTOTALS				1,207.02		27.3	15.9

ESTIMATE TOTALS

Category	Basis			Rate	Cost \$
Parts					1,176.02
Body Labor	27.3 hrs	@		\$ 74.00 /hr	2,020.20
Paint Labor	15.9 hrs	@		\$ 74.00 /hr	1,176.60
Paint Supplies	15.9 hrs	@		\$ 52.00 /hr	826.80
Miscellaneous					31.00
Subtotal					5,230.62
Sales Tax	\$ 5,230.62	@		5.0000 %	261.53
Grand Total					5,492.15

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Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ERB4750, CCC Data Date 04/10/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

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SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category.

X=Miscellaneous Non-Taxed charge category.

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category.

M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel.

CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel.

HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.

R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.

Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
18	LKQ Corp 5050 N WREN DR APPLETON WI 54913 (800) 422-1995	#~340212979 LKQ RT door assy +25% Door Assembly, Front PORTFOLIO,4DR,APF,PW R, (ELECTRIC WINDOWS), R.,S#\$C6853 Quote: 1686221076 Expires: 05/29/23	\$ 445.00

Preliminary Estimate

Customer: METCHEN, ERIN

Job Number:

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

ALTERNATE PARTS USAGE

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI

VIN: SAJWA05B89HR37471

Interior Color:

Mileage In: 69,663

Vehicle Out:

License:

Exterior Color:

Mileage Out:

State:

Production Date: 9/2008

Condition:

Job #:

Alternate Part Type	Selection Method	# Of Times Notified Of Available Parts	# Of Parts Selected
Aftermarket	Automatically List	0	0
Optional OEM	Automatically List	0	0
Reconditioned	Automatically List	0	0
Recycled	N/A	1	1



**Bergstrom Body Shop of Oshkosh
(Washburn St)**

3401 S. Washburn Street, OSHKOSH, WI 54904
Phone: (920) 236-1000

Workfile ID: 4ecc06b6
PartsShare: 7gUJ4F
Federal ID: 39-1801890

Preliminary Estimate

Customer: Metcher, Erin

Written By: Tony Kramer

Insured: Metcher, Erin
Type of Loss:
Point of Impact:

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:

Metcher, Erin

639 Boyd St
Oshkosh, WI 54901
(920) 410-0234 Cell

Inspection Location:

Bergstrom Body Shop of Oshkosh
(Washburn St)
3401 S. Washburn Street
OSHKOSH, WI 54904
Repair Facility
(920) 236-1000 Day

Insurance Company:

VEHICLE

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI Gold

VIN: SAJWA05B89HR37471
License: 719-MTJ
State: WI

Interior Color:
Exterior Color: Gold
Production Date: 9/2008

Mileage In: 69,559
Mileage Out:
Condition:

Vehicle Out:
Job #:

TRANSMISSION

Automatic Transmission
Overdrive

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Heated Mirrors
Power Driver Seat
Power Passenger Seat
Memory Package

DECOR

Dual Mirrors

Console/Storage

Wood Interior Trim

CONVENIENCE

Air Conditioning
Intermittent Wipers
Tilt Wheel
Cruise Control
Rear Defogger
Keyless Entry
Alarm
Message Center
Steering Wheel Touch Controls
Telescopic Wheel
Climate Control
Parking Sensors

Home Link

RADIO

AM Radio
FM Radio
Stereo
Search/Seek
CD Player
Auxiliary Audio Connection
Premium Radio
Satellite Radio

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes

Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device

ROOF

Electric Glass Sunroof

SEATS

Bucket Seats
Leather Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Traction Control
Stability Control

Preliminary Estimate

Customer: Metcher, Erin

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI Gold

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER					
2	R&I	R&I bumper assy				2.0	
3		FENDER					
4	*	Repl LKQ RT fender assy +25% Note: LABOR: Time is after bumper assembly is removed.	C2Z20377	1	421.25	1.8	2.0
5		Add for Clear Coat					0.8
6	R&I	RT Vent primed				0.2	
7		PILLARS, ROCKER & FLOOR					
8	*	Rpr RT Outer rocker pnl				10.0	2.0
9		Overlap Major Adj. Panel					-0.4
10		Add for Clear Coat					0.3
11	Repl	RT Rocker molding w/o 5.0L supercharged	C2Z5442XXX	1	589.70	0.5	1.0
12		Add for Clear Coat					0.2
13		FRONT DOOR					
14	*	Repl LKQ RT door assy +25%	C2Z2060	1	381.25	2.6	3.1
15		Overlap Major Adj. Panel					-0.4
16		Add for Clear Coat					0.5
17	R&I	RT Window molding chrome				0.3	
18	R&I	RT Belt w/strip chrome				0.3	
19	R&I	RT Applique				0.2	
20	R&I	RT Extension				0.2	
21	R&I	RT R&I mirror				0.4	
22	R&I	RT Door glass Jaguar				0.5	
23	R&I	RT Window regulator				0.8	
24	R&I	RT Handle, outside w/passive keyless				0.4	
25	*	R&I RT Module w/o powerfold mirror				0.3	
26	R&I	RT Door check to VIN# 555135				0.2	
27	R&I	RT R&I trim panel				0.4	
28		REAR DOOR					
29	*	Rpr RT Door shell (HSS)				7.0	2.0
30		Overlap Major Adj. Panel					-0.4
31		Add for Clear Coat					0.3
32	R&I	RT Window molding chrome				0.3	
33	R&I	RT Applique				0.3	
34	R&I	RT Handle, outside w/passive keyless				0.4	
35	R&I	RT R&I trim panel				0.4	
36	R&I	RT R&I door assy				1.2	
37		QUARTER PANEL					
38	*	Rpr RT Quarter panel				2.0	2.7
39		Overlap Major Adj. Panel					-0.4

Preliminary Estimate

Customer: Metcher, Erin

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI Gold

40	*	Add for Clear Coat				0.5
41		R&I Fuel door to VIN R59503				0.3
42	REAR LAMPS					
43		R&I RT Tall lamp assy				0.4
44	REAR BUMPER					
45		R&I R&I bumper assy				1.2
46	MISCELLANEOUS OPERATIONS					
47	#	Repl Corrosion protection	1	10.00	T	0.3
48	#	Subl Hazardous waste removal	1	3.00		
SUBTOTALS				1,405.20		34.9 13.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,395.20
Body Labor	34.9 hrs @	\$ 73.00 /hr	2,547.70
Paint Labor	13.8 hrs @	\$ 73.00 /hr	1,007.40
Paint Supplies	13.8 hrs @	\$ 53.00 /hr	731.40
Miscellaneous			10.00
Subtotal			5,691.70
Sales Tax	\$ 5,691.70 @	5.0000 %	284.59
Grand Total			5,976.29
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			5,976.29

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Preliminary Estimate

Customer: Metcher, Erin

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI Gold

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HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non
Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace.
R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel.
Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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Preliminary Estimate

Customer: Metcher, Erin

2009 JAGU XF Luxury 4D SED 8-4.2L Gasoline MPFI Gold

PARTS SUPPLIER LIST

Line	Supplier	Description	Price
4	LKQ Corp 5050 N WREN DR APPLETON WI 54913 (800) 422-1995	#~336612151 LKQ RT fender assy +25% Fender PREMIUM,4DR R, R.,S#\$C6823 Quote: 1667591653 Expires: 05/14/23	\$ 337.00
14	PAM's Auto Inc - RCY 7505 RIDGEWOOD ROAD St Cloud MN 56303 (320) 363-0000	#W1102 LKQ RT door assy +25% RT FRONT DOOR-ASSY,BLK,PWR,LESS MIRROR,4D1 Quote: 229590916 Expires: 04/29/23	\$ 305.00

5NL17X84Q7
23-006465

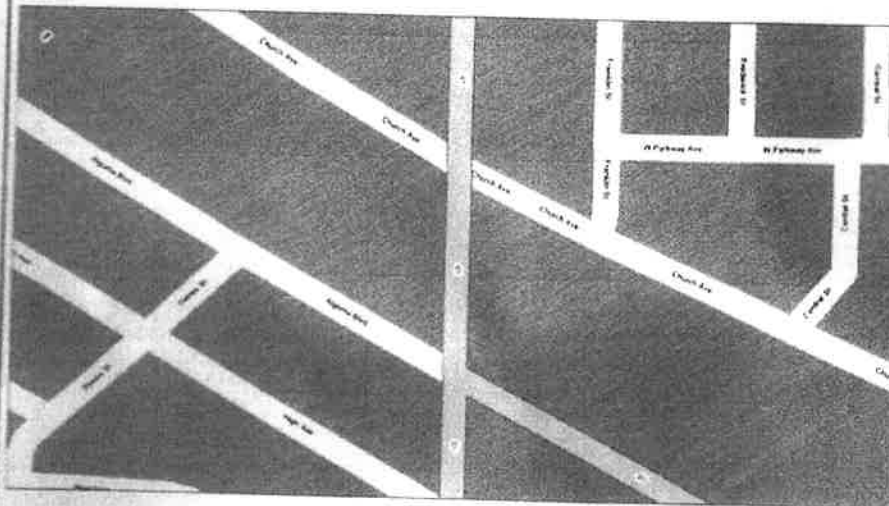
WISCONSIN MOTOR VEHICLE CRASH REPORT

OSHKOSH POLICE DEPARTMENT
420 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-5700

5NL17X84Q7

Document Number Override	Primary Crash Document #	Agency Crash Number	Investigating Officer/Deputy OFFICER D. SELL	
Crash Date 02/16/2023	Crash Time 04:15 PM	Date Arrived 02/17/2023	Time Arrived 07:49 AM	
Date Notified 02/17/2023	Time Notified 07:49 AM	Total Units 01	Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO	<input type="checkbox"/> Reporting Threshold	
<input checked="" type="checkbox"/> Reportable	Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description



Reconstruction By

Photos By

Additional Information
NONE

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

ON 2-16-23 AT APPROX 1615HRS OPERATOR UNIT 1 (METCHER/PROGRESSIVE INS/NO TOW) STRUCK A PARKING SIGN YELLOW CEMENT PYLON STANDARD IN PARKING LOT OF COURTHOUSE 415 JACKSON. DAMAGE TO UNIT 1 RIGHT SIDE, UNABLE TO LOCATE WHICH PARTICULAR CEMENT PYLON SHE STRUCK THUS MUST NOT BE ANY SIGNIFICANT DAMAGE TO THE SIGN. YELLOW PAINT TRANSFER TO UNIT 1. WEATHER CONDITIONS WERE HEAVY SNOW WITH OBSCURED VISIBILITY RP INDICATES SIGN WAS SNOW COVERED AND NOT VISIBLE THUS SIDESWIPE/CONTACT OCCURRED DURING PARKING OF CAR.

5NL17X84Q7

23-006465

WISCONSIN MOTOR VEHICLE CRASH REPORT

OSHKOSH POLICE DEPARTMENT
420 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-5700

Location

ON JACKSON ST/ USH45 NB 252 FT S OF CHURCH AVE IN THE CITY OF OSHKOSH IN WINNEBAGO COUNTY	Latitude	Longitude
	44.021268988	-88.542562657
	X Coordinate	Y Coordinate
	376370.0625	4875392
Structure Type		

Crash Scene

First Harmful Event		First Harmful Event Location	
OTHER POST, POLE OR SUPPORT		UNKNOWN	
Manner of Collision		Light Condition	
00 - NO COLLISION W/VEHICLE IN TRANSPORT		DAYLIGHT	
Road Surface Condition(s)		Roadway Factor(s)	
SNOW, SLUSH		NONE	
Environment Factor(s)			
WEATHER CONDITIONS			
Weather Condition(s)			
SNOW			
Animal Type		Relation To Trafficway	
		NON TRAFFICWAY - PARKING LOT	
Crash Classification - Location		Crash Classification - Jurisdiction	
PRIVATE PROPERTY		PRIVATE PROPERTY	
Tribal Land		Access Control	Special Study
		NO CONTROL	
Within Interchange Area	Junction Location	Intersection Type	
NO	NON-JUNCTION	NOT AN INTERSECTION	

Unit Summary

01 UNIT	Unit Status		Vehicle Operating As Classification		Unit Type	
	IN TRANSIT		D CLASS		AUTOMOBILE	
	Vehicle Type				Operating As Endorsements	
	PASSENGER CAR					
	Total Occs	Train/Bus # Recorded	Total # Citations Issued	Total Trailers	Total HazMat Types	
	1		0	0	0	
	Insurance?	Direction Of Travel	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit	Total Lanes	
	YES	SOUTHBOUND		N/A	0	
	Most Harmful Event: Collision With		Special Function		Emergency Motor Vehicle Use	
	OTHER POST, POLE OR SUPPORT		NO SPECIAL FUNCTION		NOT APPLICABLE	
Traffic Way		Traffic Control		Traffic Control Inoperative/Missing		
PARKING LOT OR PRIVATE PROPERTY		NO CONTROL		NO		
Surface Type		Road Curvature		Road Grade		
BLACKTOP (BITUMINOUS)		STRAIGHT		LEVEL		
Truck Bus or HazMat						
NO						

Vehicle

01 UNIT VEHICLE	License Plate Number		Plate Type	St	Country of Issuance
	719MTJ		AUT - AUTOMOBILE	WI	UNITED STATES
	Vehicle Identification Number		Make	Year	Model
	SAJWA05B89HR37471		JAGUAR	2009	TE INFORMA
	Color		Body Style	Bus Use	
	TAN - TAN		CP - COUPE		
Initial Contact Point		Vehicle Damage			
03 - RIGHT SIDE MIDDLE		03 - RIGHT SIDE MIDDLE			
Extent Of Damage					
MINOR DAMAGE					



5NL17X84Q7
23-006465

WISCONSIN MOTOR VEHICLE
CRASH REPORT

OSHKOSH POLICE DEPARTMENT
420 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-5700

UNIT 01	VEHICLE	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR	
		What Driver Was Doing PARK MANEUVER		Vehicle Factors	
		Driver Prior Action Other		NOT APPLICABLE	
		Driver Actions NO CONTRIBUTING ACTION			
UNIT 01	VEHICLE	Owner Name ERIN E METCHER (920) 410-0234		Owner Address 639 BOYD ST OSHKOSH, WI 54901 , US	
		Sequence Of Events			
UNIT 01	VEHICLE	Event MOTOR VEH IN TRANSPORT			
		Event			
		Event			
		Event			
UNIT 01	VEHICLE	Policy Holder			
		Insurance Company PROGRESSIVE-MUTUAL-INS-CO-(ATTN:-AUTO-U		Individual ERIN METCHER	
UNIT 01	INDIVIDUAL	Individual			
		Driver ERIN E METCHER (920) 410-0234		Citations Issued 0	Sex FEMALE
		Address 639 BOYD ST OSHKOSH, WI 54901 , US		Date of Birth 05/27/1983	Race WHITE
		Driver License Number M3262058368700 STATE: WISCONSIN COUNTRY: UNITED STATES			
UNIT 01	INDIVIDUAL	Safety Equipment		Safety Equipment	
		On Duty Crash			
		Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
		Helmet Use		Helmet Compliance	
UNIT 01	INDIVIDUAL	Eye Protection		Tint Compliance	
		Injury NO APPARENT INJURY		Airbag NON DEPLOYED	
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
		Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
UNIT 01	INDIVIDUAL	Hospital		Date of Death	Time of Death
		Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
UNIT 01	INDIVIDUAL	Distracted By Action NOT DISTRACTED			

5NL17X84Q7
23-006465

WISCONSIN MOTOR VEHICLE
CRASH REPORT

OSHKOSH POLICE DEPARTMENT
420 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-5700

UNIT INDIVIDUAL 01 001	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
	To/From School				
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type		Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type		Drug Test Results
	Drug Type				
	Individual Condition NOT OBSERVED				

1	2
2	3
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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Badger Works, LLC has been a long-time tenant in a hangar owned and constructed by Badger LLC on county-owned grounds at Wittman Regional Airport.; and

WHEREAS, Badger Works, LLC agrees to pay Winnebago County \$1,263.50 per year for the Badger Works, Angar and with an increase adjusted by the percentage change in CPI-U on the anniversary of the agreement three (3) year interval.

Fiscal Note: The lease will produce revenue to the County of \$1,263 per year, adjusted every three years based on CPI.

Committee Vote: **5-0**

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

Resolution Number: 236-062023

AGENDA ITEM REPORT

DATE: JUNE 7, 2023

TO: WINNEBAGO COUNTY AVIATION COMMITTEE

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: BADGER WORKS, LLC GROUND LEASE RENEWAL

Background:

Badger Works, LLC has been a lessee in a privately built and owned hangar for 20 years and is due for a renewal of their ground lease.

The Badger Works, LLC hangar is 60'X60' and the leased area contains a 5' buffer around the perimeter of the hangar. In the original lease, the exclusive-use apron was not included in the total square footage. In line with all new and recently renewed ground leases, the privately built apron is included in the new leased space calculation. The Badger Works apron is 30'X60' plus a 5' buffer on either side. Therefore, the total area with a 5' perimeter on three sides of all privately-built improvements is 6,650 square feet (See Exhibit "A").

This hangar is located along Taxiway K near Sonex Aircraft.

Policy Discussion:

The ground lease rent will begin at the current ordinance rate of \$.19/sq. ft./year and be adjusted on every third anniversary of this agreement equal to the increase in CPI-U over the previous three years. The term of the agreement will be twenty (20) years – July 1, 2023 through June 30, 2043.

Ground Lease: **\$1,263.50 per year; increased each 3 year interval thereafter.**

Requested Action:

Approve the Airport Ground Lease between Winnebago County and Badger Works, LLC.

Committee Action:

Presented to the Aviation Committee on June 7, 2023

Attachments:

Ground Lease

Lease Exhibit "A"

GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
BADGER WORKS, LLC

1. Parties. This Lease Agreement executed this 1st day of July, 2023, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and Badger Works, LLC, hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease from the LESSOR the premises described for the term and at the rental and upon the conditions set forth in this agreement.
3. Description of the Leased Premises.

The leased premises consisting of 6,650 square feet more or less are approximately outlined in Exhibit "A". The privately built hangar is sixty (60) feet long by sixty (60) feet wide, with an exclusive use apron area of thirty (30) feet long by sixty (60) feet wide with a 5' perimeter buffer around all of the improvements included in the leased area except for the side along Taxiway K.
4. Term. This lease shall be for a term of twenty (20) years commencing on July 1st, 2023 and ending on June 30th, 2043.
 - a. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
 - a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be nineteen cents (\$0.19) per square foot per year, or Seven Hundred and Sixty Dollars (\$760.00) per year, whichever is greater. The rental rate shall commence at One

Thousand Two Hundred Sixty-Three and 50/100 Dollars (\$1,263.50) annually.

- b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
- c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.

6. Authorized Uses.

- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.
- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
- c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
- d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the

initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 21 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld.

7. Obligations of LESSOR.

- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
- b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be

removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.

- b. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- c. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- d. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR.

LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 19, herein, should any changes in federal or state law or regulation require such alteration or termination.
- e. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees,

occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.

- f. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- g. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
- h. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under

this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

- i. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.
 - j. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - k. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full

term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11 hereunder.

10. 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 Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - ii. 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.
 - iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - iv. 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.
 - v. 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.

vi. 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.

vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises 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; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services 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 LESSOR 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 of engaging in, and conducting all 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 leased exclusively to the LESSEE hereunder.

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are

reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. Condemnation.

If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

16. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any

question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

17. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

18. Future Development.

LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease.
 - iii. The making by LESSEE of any general assignment for the benefit of creditors.
 - iv. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided

however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.

v. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.

b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or
- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR

be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,

- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:
 - i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.
 - ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
 - 1. Premises - Operations
 - 2. Products and Completed Operations
 - 3. Broad Form Property Damage
 - 4. Blanket Contractual
 - 5. Professional Liability, if applicable
 - iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury

and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the 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 Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
 - 1. Owned Automobiles, if applicable
 - 2. Hired Automobiles
 - 3. Non-Owned Automobiles
- v. During construction activities LESSEE and their contractors shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.
- vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.

- vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
 - viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.
 - d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.
24. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.
25. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.
26. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSOR:

Airport Director
Wittman Regional Airport
525 W. 20th Avenue
Oshkosh, WI 54902-6871

b. To the LESSEE

Badger Works, LLC
c/o Jay T. Meidl
2189 Abraham Lane
Oshkosh, WI 54904

Or to such other address or person as shall from time to time be designated by the parties in writing.

27. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to the subject premises and taxiway access between existing taxiway and leased property.

28. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.

29. 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.

30. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

BY: _____
Jon Doemel
County Executive

Julie Barthels
County Clerk

BADGER WORKS, LLC (LESSEE)

BY: _____
Badger Works, LLC
Jay T. Meidl
Owner

BADGER WORKS, LLC GROUND LEASE 2023

NOTE: UTILITY LOCATIONS ARE APPROXIMATE LOCATIONS TAKEN FROM SYSTEMS MAPPING. UTILITIES MUST BE LOCATED IN THE FIELD PRIOR TO STARTING CONSTRUCTION.

Badger Works LLC
Exhibit A 2023

60' + 5' buffer on either side = 70'

95' X 70' = 6,650
sq. ft

90' + 5' buffer on
north side = 95'

200 feet

Taxiway K

PRELIMINARY
NOT FOR CONSTRUCTION

DATE: 12-04-02

OMNI ENGINEERING & ARCHITECTURE 200 EASTERN BLVD., SUITE 200 WINNEBAGO COUNTY, WI 54981 PHONE: (920) 734-4000 FAX: (920) 734-4001	OWNER: J. A. L.	SCALE: AS SHOWN	WITTMAN REGIONAL AIRPORT WINNEBAGO COUNTY, WISCONSIN TAXIWAY "K" UTILITIES
	DESIGNED: J.	PREPARED: J.	
	APPROVED: J.	SHEET	
	DATE: 12-04-02	OF 1	
REV.	DATE	APPROVED	DESCRIPTION

1 **237-062023**

2
3 **RESOLUTION: Urge the Wisconsin Legislature to Support Health Care Providers Referring Individuals**
4 **to Aging and Disability Resource Centers for Options Counseling**

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

7 **WHEREAS**, the Wisconsin Legislature seeks to create Wis. Stat. 46.281 (ln) (bm) which will allow health
8 care providers to refer individuals to an Aging and Disability Resource Center (hereinafter "ADRC") or an ADRC
9 website for information relating to long term care options for counseling; and

10 **WHEREAS**, this bill requires the Department of Health Services (hereinafter "DHS") to allow a health care
11 provider to send communications to a patient referring the patient to an ADRC or to an ADRC or DHS website for
12 information regarding long-term care options counseling; and

13 **WHEREAS**, the bill also requires DHS to make a long-term care options counseling referral letter available
14 on its website for use by health care providers; and

15 **WHEREAS**, options counseling is a decision support service intended to empower older adults, adults with
16 disabilities, and their families and caregivers to make informed decisions about current or future long-term care choices.

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 urges the Wisconsin Legislature to support health care providers referring individuals to Aging and Disability
20 Resource Centers for Options Counseling.

21 **BE FURTHER IT RESOLVED** by the Winnebago County Board of Supervisors that the County Clerk forward
22 a copy of this Resolution to the Governor of the State of Wisconsin and the state senators and state representatives
23 representing Winnebago County.

24
25 *Fiscal Note: No fiscal impact.*

26 Respectfully submitted by:

27 **LEGISLATIVE COMMITTEE**

28 Committee Vote: **9-0**

29
30 Vote Required for Passage: **Three-Fourths 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

1 **238-062023**

2
3 **RESOLUTION: Recommending Revision to State Renewable Energy Contract Regulations**
4
5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, the Wisconsin Legislature has limited how counties can regulate solar and wind energy
7 systems. See Wis. Stats. 66.0401, 196.02, 196.025 & 196.378; and

8 **WHEREAS**, the Wisconsin Public Service Commission ("PSC") has promulgated rules that limit how counties
9 can regulate wind energy systems. See PSC 128 of the Wisconsin Administrative Code; and

10 **WHEREAS**, Planning and Zoning is a fundamental regulatory function and authority of Wisconsin counties;
11 and

12 **WHEREAS**, Winnebago County residents have expressed concerns about contractual provisions proposed by
13 both solar and wind renewable energy companies in renewable energy easement agreements; and

14 **WHEREAS**, the Winnebago County Planning & Zoning Committee and the Winnebago County Board of
15 Supervisors have concerns about the use of renewable energy systems and their impacts on our residents,
16 agricultural land and production, as well as our water ways; and

17 **WHEREAS**, the Winnebago County Planning and Zoning Committee and the Winnebago County Board of
18 Supervisors have concerns about the regulatory limitations placed on the counties by PSC 128, Chapter 66, and
19 Chapter 196 Wisconsin Statutes.

20
21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it recommends
22 and requests the Wisconsin Public Service Commission and the Wisconsin State Legislature revise PSC 128 and
23 Chapters 66 & 196 of the Wisconsin Statutes to address the following concerns:

24 a. Some renewable energy contracts under the current regulations appear to bind owners and their
25 property to decades worth of encumbrances while allowing renewable energy companies to
26 terminate the contracts at any time for any or no reason.

27 b. The law does not prohibit energy companies from shifting liability created by the renewable energy
28 company to the landowners. This includes liability for stray voltage, diminished property values,
29 neurological problems, cancer, and death that the renewable energy companies cause.

30 c. The law prohibits the regulation of the density and footprint of renewable energy systems by
31 municipalities and prohibits Winnebago County from requiring bonding certain to ensure proper
32 decommissioning of renewable energy systems.

33 d. Winnebago County has concerns about the use of renewable energy systems and their impact on
34 agricultural land and production at a time when food chains are disrupted, food shortages exist, and
35 domestically uncontrolled inflation abounds.

36
37 **NOW, THEREFORE, BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the
38 County Clerk forward a copy of this Resolution to Governor Tony Evers, all members of the State Legislature, the
39 Wisconsin Counties Association, and all other Wisconsin Counties.

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41 *Fiscal Note: No fiscal impact.*

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Respectfully submitted by:
LEGISLATIVE COMMITTEE

Committee Vote: **9-0**

Vote Required for Passage: **Three-Fourths of Members Present**

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

Jonathan D. Doemel
Winnebago County Executive

3 **RESOLUTION: Requesting the State of Wisconsin to Review and Revise the Compensation Rate**
4 **for State Public Defenders and Require the State of Wisconsin to Reimburse**
5 **Winnebago County the Hourly Rate That Has Been Appropriated by Wisconsin to**
6 **Provide Required Counsel Coverage in Criminal Cases**

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

9 **WHEREAS**, criminal cases continue to rise due to a variety of factors with a backlog of 35,000 pending
10 cases across the state due to a shortage of public defenders; and

11 **WHEREAS**, both the United States Constitution and the Wisconsin Constitution provide that persons
12 accused of crimes have the right to counsel; and

13 **WHEREAS**, the Wisconsin Office of the Public Defender provides legal counsel to criminal defendants and
14 other persons meeting income eligibility guidelines for services; and

15 **WHEREAS**, public defender offices do not have enough staff attorneys available or public defender assigned
16 private attorneys willing to assist the Public Defender's office because of inadequate pay: 17 to 20 percent of staff
17 attorney jobs are currently unfilled coupled with a shortage of private attorneys willing to take public defender cases; and

18 **WHEREAS**, this scenario results in increased costs to counties by requiring counties to pay significantly
19 higher hourly rates for private attorneys to represent criminal defendants coupled with holding inmates in jail for
20 longer periods of time pending court appointment of private attorneys, resulting in reduced efficiency of Courts and
21 law enforcement, and delayed justice for victims; and

22 **WHEREAS**, the State Public Defenders (SPD) rate was adjusted downward in 1995 to \$40 per hour, making it
23 the lowest private attorney rate in the nation. In January 2020, the SPD rate increased to \$70 per hour; and

24 **WHEREAS**, Wisconsin is the only state in the country with a state-funded, state-administered public defense
25 system that requires counties to pay a higher rate for attorneys when the state cannot obtain counsel; and

26 **WHEREAS**, Wisconsin's Circuit Court system is a partnership funded with a mix of state general purpose
27 revenue (GPR), court fees and surcharges, and county taxes; and

28 **WHEREAS**, in recent years, the partnership has frayed as counties have borne a growing share of the costs
29 including the salaries and benefits of the clerks of circuit court and their employees, salaries and benefits for court
30 commissioners, courtroom security personnel and equipment, office supplies, law libraries, and jury costs.

32 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it supports
33 providing sufficient resources to the Wisconsin Office of the Public Defender to ensure that the Wisconsin criminal
34 justice system operates effectively and efficiently.

35 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it supports an increase in
36 the rate of reimbursement for assigned public defender appointments by private attorneys to a market rate that will
37 help ensure prompt legal representation for criminal defendants and allow cases to be handled in a timely and
38 efficient manner.

39 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it supports requiring the
40 State of Wisconsin to reimburse Winnebago County the hourly rate that has been appropriated by Wisconsin to
41 provide required counsel coverage in criminal cases.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the County Clerk forward a copy of this Resolution to Governor Tony Evers, members of the Wisconsin State Assembly and State Senate, every county in the State of Wisconsin, and the Wisconsin Counties Association.

Fiscal Note: Legislation as supported by this resolution could potentially have the effect of decreasing County expense for legal fees and increasing County revenue as reimbursement for legal fees, but the amounts cannot be reasonably estimated at this time.

Respectfully submitted by:

LEGISLATIVE COMMITTEE

Committee Vote: **9-0**

Vote Required for Passage: **Three-Fourths of Members Present**

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

Jonathan D. Doemel
Winnebago County Executive

Impacts of Legislative Resolutions

Prepared by the Office of the County Executive

Resolution 237-062023

This resolution seeks for the county to support 2023 Assembly Bill 160/Senate Bill 154, which is a Republican authored proposal relating to requiring allowance for health care providers to refer individuals to aging and disability resource centers for options counseling.

Analysis by the Legislative Reference Bureau: This bill requires the Department of Health Services to allow a health care provider to send communications to a patient referring the patient to an aging and disability resource center or to the website of an ADRC or DHS for information regarding long-term care options counseling. The bill also requires DHS to make a long-term care options counseling referral letter available on its website for use by health care providers. ADRCs provide information on various programs, counsel on available options, and assist individuals in applying for certain programs and benefits, including participation in the Family Care program, which provides community-based, long-term care services for frail elders and adults with physical, developmental, or intellectual disabilities. Options counseling is a decision support service intended to empower older adults, adults with disabilities, and their families and caregivers to make informed decisions about current or future long-term care choices.

According to the authors, the bill "would offer greater transparency to both the patients receiving long-term care and the providers offering the care. These ADRC resources will continue to empower residential healthcare providers, patients, and their families with the accurate information they need to decide the best course of action for care for themselves."

County staff do not have a recommendation on the resolution.

Resolution 238-062023

This resolution seeks to turnback some of the statutes and administrative rules (PSC 128) relating to the county's role in siting renewable energy. Many of the county's zoning ordinances are preempted by previous legislation related to wind and solar "farms." There is a solar farm pending on the south side of the county.

To our knowledge, there is not legislative pending on this issue and changes to the statutes are unlikely to pass the legislature. County staff do not have a recommendation on the resolution.

Resolution 239-062023

Under current reimbursements, the state public defenders are struggling to find private bar attorneys to take public defender cases. Generally, when an individual qualifies for a public defender, the case is taken by an employee of the public defender's office or a private attorney at a rate determined by the legislature in statute. Increasingly, courts are appointing attorneys and this court appointed attorneys are funded by the county. Private bar attorneys are compensated at \$70 per hour with \$25 per hour for travel. Court appointed attorneys are paid a higher rate.

The Joint Committee on Finance has approved the private bar attorney compensation to increase to \$100 per hour with \$50 per hour for travel. This resolution is largely solved in the legislature's budget. County staff recommends passage of the resolution.