

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, OCTOBER 17, 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/82286698057?pwd=QW1wMXZjOXZvZTdoMXNsSVNvMUZmQT09>

Passcode: W1NNE

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 822 8669 8057**

Passcode: 669254

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, October 17, 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 Hearing**

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

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

- G. Communications, Petitions, Memorials, Accounts, Commendations, Etc.**
  - 1. Resolution from Other County:
    - Buffalo County – Resolution No. 23-08-05 – "Resolution Regarding Foreign Ownership of Farmland"
  - 2. Petition for Zoning Amendment:
    - 001 – Derek Liebhauser, Town of Clayton, rezone from Non-Shoreland to R-2 (Shoreland - Suburban Residential District); R-3 (Shoreland – Two-family Residential District), and R-4 (Shoreland – Multifamily Residential District) for tax parcel nos. 006-0617(p), 006-0618(p), and 006-0632(p)
- H. Reports from Committees, Commissions and Boards**
- I. Approval of September 5, 2023, Special Orders Session and September 19, 2023, Regular Session Proceedings**
- J. County Executive's Report**
  - Spring Youth Government Day
  - Budget Introduction
  - Input on Items on the Agenda
- K. County Executive's Appointments**
  - Aging & Disability Resource Center Commission – Tanisha E. A. McLaurin, City of Oshkosh
  - Board of Adjustment – Sue Drexler, Town of Algoma
  - Board of Health – Kay Horan, City of Neenah
  - Human Services Board – Kay Horan, City of Neenah
  - Veterans Services Commission – Jerome F. Schultz, Village of Winneconne
  - Winnefox Library System Board of Trustees – Samantha (Sam) Goldben, City of Oshkosh

**L. County Board Chairman's Report**

- Excused Absences
- Budget

**M. Presentation: Regional Tourism & Projects by Paul Sundquist**

**N. Presentation: Proposal on Merged Paid Time Off (PTO) Plan by Mark Habeck, Director of Human Resources, Jamie Luehring and Stephanie Stieg, Human Resource Generalists**

**O. Zoning Report**

- Report No. 001 – E. St. Pierre; Town of Neenah
  - Amendatory Ordinance No. 10/001/23 – Rezoning from A-2 (General Agriculture) to R-1 (Rural Residential) for tax parcel no. 010-0315-02

**P. RESOLUTIONS & ORDINANCES**

1. Resolution No. 270-102023: Awarding the Sale of \$9,900,000 General Obligation Promissory Notes  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
2. Resolution No. 271-102023: Authority to Execute an Agreement with Wisconsin Sign Company, LLC, for the Purpose of Installing a New Marquee Sign on Sunnyview Exposition Property following Removal of the Existing Marquee Sign by Winnebago County  
Submitted by: PARKS & RECREATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
3. Resolution No. 272-102023: To Name Conference Room 120 in the David W. Albrecht Administration Building the Susan T. Ertmer Conference Room  
Submitted by: FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
4. Resolution No. 273-102023: Authorize the Execution of a Lease Agreement Between Winnebago County and the United States Department of Agriculture  
Submitted by: FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
5. Resolution No. 274-102023: Authorize Five-Year Cooperative Service Agreement Between Winnebago County and Wisconsin Department of Natural Resources (WDNR) and United States Department of Agriculture Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS)  
Submitted by: LAND CONSERVATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
6. Resolution No. 275-102023: Approving \$250,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate the Omro Area Community Center  
Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION  
Vote Required: **MAJORITY OF MEMBERS PRESENT**

**Q. 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  
September 5, 2023**

**Adjourned Session  
September 19, 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, SEPTEMBER 5, 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, Wise, Nussbaum, Stafford, Gabert, Binder, Swan, Robinson, Floam, Ponzer, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson (via ZOOM), Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller. Excused: 4 – Ellenberger, Albrecht, Gordon and Belville.

**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 Nussbaum, seconded by Supervisor Cox, to adopt the agenda for tonight's meeting. CARRIED BY VOICE VOTE.

**E. PUBLIC COMMENTS**

Lisa Sennholz, Executive Director for the Damascus Roads Project, came today to speak to the County Board to try and secure some Spirit Funds for their non-profit organization. Ms. Sennholz briefly discussed the population they serve, what their organization provides and a status update of where they are in the process of acquiring a larger office space so that they can continue to offer the services that they offer to the community.

**F. REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Farrey stated that the County Executive has been having his budget meetings with the department heads and staff. The Chairman of those Committees whose departments fall under their committee of jurisdiction have been invited to attend in the past. This was not the case this year. Supervisor Farrey encouraged Chairman of those committees to invite those department heads to their next committee meeting to discuss their budgets so the committee members will be aware of what their budgets look like.

Supervisor Kay Horan informed the Board that there was a Neenah-Menasha Intertribal Powwow taking place on Saturday, September 16, 2023, at Shattuck Park in Neenah.

Supervisor Ponzer spoke regarding the drawers at their seats. He has spoken to Judge Basiliere and she was going to speak to the Sheriff's Department. Supervisor Ponzer doesn't know what will become of that. He asked the board if there is any committee that can help get the keys for the drawers. This would give the Supervisors more room at their desks.

Supervisor Binder stated that he toured the Christine Ann Center and it was very informational. He encouraged anyone who hasn't done so to make time to do that.

**G. COUNTY BOARD CHAIRMAN'S REPORT**

County Board Chairman Egan reported on the following topics:

- Supervisors Albrecht, Ellenberger, Gordon, and Belville are excused from tonight's meeting.
- Chairman Egan expressed his condolences to family and friends of Paul and Pam DeLap who were involved in a fatal accident. He requested everyone keep them and the person responsible for this accident in their hearts and prayers.
- Chairman Egan stated Executive Doemel was not here due to a health issue and had asked to be excused from tonight's meeting. Chairman Egan expressed condolences to the DeLap family on Executive Doemel's behalf.
- Chairman Egan provided an update on Supervisor Albrecht's health condition.

**H. PRESENTATIONS**

**1. Presentation of Final Report of All Submitted Project Submissions Requesting Spirit Funds – Beth Oswald, President, and CEO Oshkosh United Way**

Beth Oswald, an ARPA Commission member, presented a brief overview of the project assessment process that was used for requests for Winnebago County from the Spirit Funds. The goal of the assessment project was to



capture projects that met the following criteria requirements: Legacy, One-Time Funds, Geographic Assortment of Funds, and Enhancing Funding Opportunities. There was a total of 78 project requests received and Ms. Oswald informed the County Board of these requests. She identified the next steps for the ARPA Commission that included prioritizing categories, working with County Executive Identified Government Projects, determining funding limits by category and creating draft resolutions for funding requests. The commission is still on target for fall appropriation decisions.

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

**2. Presentation and Proposal of the Ad-Hoc Task Force on Per Diem Structure – Jim Wise, Chairman of the Task Force on Per Diems and Betsy Ellenberger, Vice-Chair of the Task Force on Per Diems**

Supervisor Wise presented the findings and recommendations that was gathered by the Ad Hoc Task Force on the Per Diem Structure. A final report on the findings and recommendations was provided to all the supervisors in the agenda packet.

The Task Force met on several different occasions and were able to gather information in a short period of time. Supervisor Wise discussed the objectives going to a monthly salary for the county board supervisors. There was quite a bit of work researching, summarizing and using comparisons to arise at a consensus for consideration. They used a collection of data from other sources such as counties and municipalities. The final report consisted of the objective of the Task Force; budgets of Winnebago County Supervisors; 2013-2023 annual and actual spending; table of compensation paid for Winnebago County Municipal Boards; research from several counties and municipalities; and compensation comparisons of counties that involved pay structures, base salaries, and per diems. Supervisor Wise introduced the compensation package of going to a monthly salary for the County Board Supervisors. He stated there is a commitment that comes with serving people and those board members who put in the work deserve to be compensated appropriately. Any changes in the Winnebago compensations would go into effect beginning with the next term, April 2024-April 2026.

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

**3. Presentation and Proposal of the Ad-Hoc Task Force on Structure Review – Jacob Floam, Chairman of the Task Force on Structure Review**

Supervisor Floam presented information that was gathered by the Ad Hoc Committee Structure Review Task Force. A report on the findings and recommendations were provided to all the supervisors in the agenda packet.

Supervisor Floam stated they spoke with other counties and asked for feedback from supervisors and department heads in the form of questionnaires and digested the information they received. The Task Force wanted to present a solution that flows logically. They came up with 9 standing committees and major boards. The recommendations would include: Public Works, Judiciary and Public Safety, Finance and Administration, Natural Resources, Health and Human Services, Land Conservation, Aviation, Planning and Zoning, Solid Waste Management Board and Legislative.

Supervisor Floam concluded that the Task Force feels the proposed committee and board structure adequately reflects a right-sized solution for Winnebago County.

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

Motion by Supervisor Powers, seconded by Supervisor Hinz, to adjourn until the Board's next meeting on Tuesday, September 19, 2023, at 6:00 p.m. The meeting was adjourned at 11:05 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 September 5, 2023.

Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, SEPTEMBER 19, 2023**

**A. CALL TO ORDER**

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

**B. ROLL CALL**

The following Supervisors were present: 34 – Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller; Excused: 1 – Robinson; 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 Gustafson, to adopt the agenda for tonight's meeting. CARRIED BY VOICE VOTE.

**F. PUBLIC COMMENTS**

Sidney Opperman, Oshkosh, voiced his concerns regarding a drainage issue on his property located on County Rd E in the Town of Algoma. He politely requests the situation be addressed.

Shanah Zastera, Oshkosh, voiced her concerns and spoke regarding the importance of the Supervisors to be aware of the situation going on around us with the constitutional rights being eroded or being threatened. She would recommend, if anyone is interested and willing, to start listening to information radio on 89.9 FM or 690 AM. This is VCY America Radio out of Milwaukee and they will let you know what is going on beyond what is heard on main-stream media.

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

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

1. Resolution from Other County:
  - Polk County – Resolution No. 27-23 – "Resolution Supporting a Restitution Court Program for Polk County"
2. Petition for Zoning Amendment:
  - 001 – Ellen St. Pierre, Town of Neenah, rezone from A-2 (General Agriculture District) to R-1 (Rural Residential District) for tax parcel no. 010-0315-02
3. Commendations for Peggy Heise and Diane Mulder

**H. REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Powers reminded everyone that September is Hispanic Heritage month and October is Breast Cancer awareness month.

Supervisor Binder attended the 2023 Annual WCA Conference that was held September 17-19, 2023, in the Wisconsin Dells. One of the programs he attended was on the Solar Farms. There isn't many regulations on the solar farms and landowners should really read contracts if leasing out their land. These contracts favor and benefit the utility companies.

Supervisor Nelson commented on the Winneconne shooting that took place recently. He acknowledged, praised and thanked the Winnebago County Sheriff's Department for their quick response to the Winneconne shooting.

Supervisor Horan attended the 2023 Annual WCA Conference that was held September 17-19, 2023, in the Wisconsin Dells. She stated the programs were terrific and very beneficial. She attended a session where James M. Olson who was the former Chief, retired from the CIA (CounterIntelligence Agency), gave his story and wrote a book, "To Catch A Spy: The Art of CounterIntelligence". That truly was a fascinating story.

Supervisor Floam attended the 2023 Annual WCA Conference that was held September 17-19, 2023, in the Wisconsin Dells. He thanked the County Board for sending him to the conference. One thing he was really interested in was the progress and implementation of the NextGen 911.

Supervisor Zastera attended and reported on several different sessions that was presented at the 2023 Annual WCA Conference. She reiterated to everyone that as Supervisors they really need to represent their constituents as there is a lot of pressure out there for their attention.

Supervisor Nussbaum stated that a year ago the price for the Railroad Consortium was going up \$5000 and it turns out the money the county sent in was \$5000 short. Supervisor Nussbaum wasn't sure how we go about getting that money to them.

Supervisor Defferding attended the Annual WCA Conference as well and stated it was very educational. He will be meeting with Judge Gibbs, Heather Faust from Behavioral Health, and someone from the Public Defender's office for Winnebago County on Wednesday, September 20, 2023. They will be discussing what they can do for those involved in the criminal justice system that have mental health conditions.

Supervisor Hinz informed everyone that at the last Planning & Zoning Committee meeting, the Sawyer Creek Flood Plain Map Amendment was put to bed permanently by a 4-1 vote. The committee did stress that they would like to see them come back with something more recent because members had issues with how long ago they did the mapping. This will not be coming back to this County Board body. It was declined by the committee and we will see what happens going forward.

#### **I. COUNTY EXECUTIVE'S REPORT**

Executive Doemel reported on the following topics:

- Executive Doemel focused primarily on the 2024 budget. The Executive budget is still currently being worked on and is scheduled to be completed by September 22, 2023. He discussed the challenges and changes made this year to the budget process. The intent is to improve clarity and reduce confusion. The Priority Based Budgeting tool will help to create a comprehensive look into what is happening in the county budget. The County Executive is available to answer any questions that may arise.

After further discussion and questions, Executive Doemel provided updates on the boathouse, ARPA Commission, 980 Housing and other miscellaneous projects happening within the county.

#### **J. COUNTY EXECUTIVES APPOINTMENTS**

Executive Doemel asked for the board's approval of his appointments of Dale Walker - Director of Business & Industry Services, Fox Valley Technical College; and Josh Kilgas, - Vice President of Resource Development, United Way Fox Cities; to the Fox Valley Workforce Development Board. Both terms will expire in 2026.

Motion by Supervisor Farrey, seconded by Supervisor Stafford to accept. CARRIED BY VOICE VOTE.

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

Chairman Egan reported that Supervisor Robinson is excused from tonight's meeting.

Chairman Egan mentioned if anyone was interested in attending the Wisconsin Airport Conference, please get a hold of the Airport Director, Jim Schell. The event will take place September 20-22, 2023, in Appleton, Wisconsin.

Chairman Egan informed the board that Supervisor Youngquist, District 29, has resigned from the Board effective September 15, 2023.

Chairman Egan announced that the process of filling the vacancy for District 29 will begin immediately.

#### **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 August 15, 2023, Adjourned Session of the Winnebago County Board of Supervisors.
2. County Executive Appointments: Fox Valley Workforce Development Board - Dale Walker and Josh Kilgas

#### **RESOLUTIONS & ORDINANCES**

##### **3. Resolution No. 261-092023: Commendation for Peggy Heise**

WHEREAS, Peggy Heise has been employed with Planning and Zoning for the past twenty-three years, and during that time, has been a most conscientious and devoted County employee; and

WHEREAS, Peggy Heise 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 is extended to Peggy Heise 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 Peggy Heise.

Submitted by: PERSONNEL & FINANCE COMMITTEE

**4. Resolution No. 262-092023: Commendation for Diane Mulder**

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

WHEREAS, Diane Mulder 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 is extended to Diane Mulder 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 Diane Mulder.

Submitted by: PERSONNEL & FINANCE COMMITTEE

**5. Resolution No. 263-092023: Authorizing the Winnebago County Parks Department to Enter into a Memorandum of Understanding with NorthEast Wisconsin Trails for the Purpose of Maintaining and Operating the Waukau Dam Mountain Bike Trails System**

WHEREAS, the Winnebago County Parks Department is responsible for maintaining and programming the Waukau Dam Nature Area; and

WHEREAS, NorthEast Wisconsin Trails is a non-profit organization in the Fox Valley Area that voluntarily helps maintain and operate eight mountain bike trails in the Fox Valley region; and

WHEREAS, the Winnebago County Parks Department wishes to enter into a formal Memorandum of Understanding with NorthEast Wisconsin Trails to continue to maintain and operate the single track mountain bike trail located at the Waukau Dam Nature Area located within the Town of Rushford.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes the Winnebago County Executive and Winnebago County Clerk to enter into an agreement with NorthEast Wisconsin Trails for the purpose of maintaining and operating the Waukau Dam Mountain Bike Trail system at the Waukau Dam Nature Area.

Submitted by: PARKS & RECREATION COMMITTEE

**6. Resolution No. 264-092023: Request Authority to Apply for and Accept a Department of Agriculture, Trade and Consumer Protection (DATCP) Producer-Led Watershed Protection Grant**

WHEREAS, Winnebago County Land & Water Conservation Department is interested in acquiring a Producer-Led Watershed Protection Grant from the DATCP for the purpose of providing funding to producer-led groups that focus on nonpoint source pollution abatement activities; and

WHEREAS, the project implementation, for which the grant is being applied, will provide support to groups to deliver cost share programs on-farm demonstration and research projects and education and outreach efforts on conservation systems; and

WHEREAS, the grant will support innovative practices that improve water quality to farmers and other community members within their local watersheds; and

WHEREAS, Winnebago County Land & Water Conservation Department is identified as the collaborator and the fiscal agent accepting the grant funds on behalf of the producer-led watershed group; and

WHEREAS, Winnebago County Land and Water Conservation Department shall comply with all state laws and regulations pertaining to implementation of this project and fulfillment of the grant document provisions.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby gives authority to the Land and Water Conservation Department to apply for and accept a Department of Agriculture, Trade and Consumer Protection Producer-led (DATCP) Watershed Protection Grant.

Submitted by: LAND CONSERVATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

**7. Resolution No. 265-092023: Approve Ground Lease between ODL Investments, LLC and Winnebago County for Aircraft Storage**

WHEREAS, ODL Investments, LLC desires to enter into a ground lease with Winnebago County for aircraft storage; and

WHEREAS, Lee Beverage has been a long-time tenant at Wittman Regional Airport.; and

WHEREAS, ODL Investments, LLC intends to purchase the hangar currently owned by Lee Beverage at Wittman Regional Airport; and

WHEREAS, the ground lease shall run for a period of twenty (20) years, from October 1, 2023 to September 30, 2043; and

WHEREAS, ODL Investments, LLC agrees to pay Winnebago County \$1,140.00 per year for the ODL Investments, LLC Hangar and with an increase adjusted by the percentage change in CPI-U on the anniversary of the agreement at each three (3) year interval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of a Ground Lease between ODL Investments, LLC and Winnebago County for aircraft storage.

Submitted by: AVIATION COMMITTEE

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

Notation: Consent calendar agenda item no. 2 – County Executive Appointments were also voted on during the County Executive's Appointment segment.

## M. RESOLUTIONS & ORDINANCES

**1. Resolution No. 174-012023: Authorizing a Capital Improvements Project to Provide Automated Pay Stations for Boat Landings, to Be Funded by a Transfer of \$120,000 from the Spirit Fund**

WHEREAS, the 7 public boat landings operated by the Winnebago County Parks Department currently have cash boxes to receive daily payments of launch fees;

WHEREAS, replacing these cash boxes with automated pay stations will provide greater convenience to the public, allowing for use of credit cards or cash, and will provide the county with a savings in staff time and more consistent collection of launch fees while being consistent with similar systems in place for the City of Oshkosh as well as Brown County; and

WHEREAS, the \$120,000 in funding for a capital improvements project to provide automated pay stations for boat landings is an appropriate use of dollars from the Spirit Fund.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes a capital improvements project to provide automated pay stations for boat landings, to be funded with \$120,000 from the Spirit Fund.

Submitted by: ARPA STRATEGY & OUTCOMES COMMISSION

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

Vote on resolution: AYES: 33; NAYES: 1 – Defferding; ABSTAIN: 0; ABSENT: 1 – Robinson; VACANT – 1. MOTION PASSED.

**2. 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, every user of the Winnebago County network, including but not limited to elected officials, is not assigned credentials for access until the Winnebago County Computer Use Policy is signed and received by Winnebago County; 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"; and



WHEREAS, Winnebago County Board Supervisors, per Winnebago County Information Technology department discretion, are allowed repairs and support during the lifecycle of the device.

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 Each supervisor will be issued a county-owned electronic device for use during their term on the County Board. Supervisors are to be responsible for the care and safety of the electronic device. If an electronic device is damaged and requires replacement, Winnebago County will provide a replacement for one such occurrence. Any further purchase of replacement electronic device during the life cycle of the device will be the financial responsibility of the supervisor.

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 use of electronic devices must adhere to all Winnebago County Use Policies, the Winnebago County General Code, the Winnebago County Board of Supervisors Ethics Handbook and Wisconsin State Statute.

Winnebago County reserves the right to disconnect Winnebago County owned devices and disable services without notice or repossess the electronic device if used by a Winnebago County Board Supervisor in any unauthorized manner.

Winnebago County Board of Supervisors shall take such action as allowed by state statute including but not limited to a Resolution of Censure against a recalcitrant Winnebago County Board Supervisor who ignores the rules of Winnebago County Use Policies, the Winnebago County General Code, the Winnebago County Board of Supervisors Ethics Handbook, Wisconsin State Statute, and this Resolution and uses Winnebago County owned electronic devices in any unauthorized manner.

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: KAY HORAN, Supervisor District 5  
INFORMATION TECHNOLOGY COMMITTEE  
JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Vote on resolution: AYES: 26; NAYES: 7 – Nichols, Binder, Gordon, Ponzer, Buck, Powers and Cox; ABSTAIN: 1 – Farrey; ABSENT: 1 – Robinson; VACANT – 1. MOTION PASSED.

**3. Resolution No. 266-092023: Resolution Authorizing the Borrowing of Not to Exceed \$9,900,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor**

WHEREAS, the County Board of Supervisors of Winnebago County, Wisconsin (the "County") hereby finds and determines that it is necessary, desirable and in the best interest of the County to raise funds for the public purpose of paying the cost of constructing, remodeling, demolishing and improving roads, highways, buildings, parks and sites including projects at the University of Wisconsin Oshkosh-Fox Cities campus and acquiring land, furnishings, fixtures and equipment (collectively, the "Project"), and there are insufficient funds on hand to pay said costs; and

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

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

WHEREAS, the County Board of Supervisors of the County hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$9,900,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.

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

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum of not to exceed NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000).

Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell, on behalf of and in the name of the County, general obligation promissory notes aggregating a principal amount not to exceed NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000) (the "Notes"). The sale of the Notes shall be negotiated with Robert W. Baird & Co. Incorporated ("Baird"), and the terms of the Notes, including the dating, interest rates, maturity schedule and other details with respect to the Notes, shall be subject to approval by subsequent resolution of the County Board of Supervisors. There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

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

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

Submitted by: PERSONNEL & FINANCE COMMITTEE

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

Vote on resolution: AYES: 30; NAYES: 4 – Dowling, Defferding, Hanson, and Zastera; ABSTAIN: 0; ABSENT: 1 – Robinson; VACANT – 1. MOTION PASSED.

**4. Resolution No. 267-092023: Approve the Land & Water Conservation Department Spirit Fund Program Policy Plan**

WHEREAS, the County Board has appropriated Funds in the Amount of \$3,030,300 for Land and Water Conservation Projects administered by the Land and Water Conservation Department (LWCD) through Resolution No. 202-032023; and

WHEREAS, Resolution Number 202-032023 required that a Spirit Fund Program (SFP) Policy Plan be established by the Land Conservation Committee (LCC) with guidance and expertise together with administrative responsibilities assigned to the LWCD; and

WHEREAS, the LCC with the guidance and expertise of the LWCD, completed the SFP Policy Plan as required under County Board Rule 24.11, Wis Stats. 92.06 and 92.07 and Resolution No. 202-032023; and

WHEREAS, the funds are to be used to support Best Management Practices (BMPs) and specific LCC approved programs that protect surface water and groundwater, reduce soil erosion, and educate or demonstrate the importance of resource protection; and

WHEREAS, the LCC may amend the SFP Policy Plan specific to conservation practices if needed; cost-share percentages **utilizing Spirit Funds** may only be amended by the County Board; and

WHEREAS, the SFP Policy Plan does not replace any of the existing cost-share programs in the LWCD; and

WHEREAS, the timeline to expend the SFP Funds on conservation projects in the LWCD will be no greater than 15 years.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it approves the Land & Water Conservation Department Spirit Fund Program Policy Plan.

Submitted by: LAND CONSERVATION COMMITTEE

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

Motion by Supervisor Farrey, seconded by Supervisor Gabert, to make an amendment to the resolution. On Line 17, add the verbiage "utilizing Spirit Funds" after "share percentages". It should read, "share percentages utilizing Spirit Funds may only be amended by the County Board; and"

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

Vote on resolution as amended: CARRIED BY VOICE VOTE.

5. Ordinance No. 268-092023: Amend Winnebago County General Code Section 1.12 to Adopt a Compensation Package to Pay Winnebago County Board Supervisors a Monthly Salary

WHEREAS, organizational reform for the Winnebago County Board of Supervisors has been discussed a number of times over the years; and

WHEREAS, the Judiciary and Public Safety Committee has an opportunity to examine how it can better serve the people of Winnebago County in an efficient and effective manner; and

WHEREAS, an ad-hoc task force of Winnebago County Board Supervisors has investigated many types of compensation packages of surrounding counties over a population of 100,000; and

WHEREAS, this ad-hoc task force has reached out to 16 other counties to compare its current proposed compensation package; and

WHEREAS, the finding of this ad-hoc task force is that Winnebago County Board supervisors would be best served with being paid a monthly salary; and

WHEREAS, mileage reimbursement would remain as is.

NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1.12 is replaced in its entirety with the following language amended as follows:

(1) AUTHORITY. This section of the Code is adopted under the authority granted by Wis. Stats. § 59.10(3)(f) through (h)(i) and Wis. Stats. § 59.13(2).

(2) DEFINITIONS.

(a) ~~COMMITTEE~~ AUTHORIZED MEETING shall mean:

(1) The convening of a standing select or special committee of the county board or subcommittee thereof for duly authorized purposes pursuant to Wis. Stats. §§ 19.81—19.98 (open meetings of governmental bodies) and the rules of the county board wherein an agenda is published, quorum is present, and regular business is conducted; or

(b)(2) The attendance by a supervisor at any school, institute, conference, meeting, or event which the chairperson of the county board, or the vice chairperson in the chairperson's absence, directs him or her to attend; or

(c) ~~The attendance by a supervisor at any school, institute, conference, or meeting which the county board or the chairperson of the county board, or the vice chairperson in the chairperson's absence, directs him or her to attend; or~~

(3) ~~The attendance by a supervisor at any school, institute, conference, or meeting which the county board or the chairperson of the county board, or the vice chairperson in the chairperson's absence, directs him or her to attend; or~~

(4)(3) Claims for expense or for per diem reimbursement not submitted to the office of the county board chairperson-clerk before the first Monday of each month shall not be processed for payment in that month.

(5)(4) The county's finance department shall develop an expense and per diem reimbursement sheet, subject to the approval of the personnel and finance committee, which shall be used by all supervisors to submit All supervisors shall submit claims for compensation and/or expenses pursuant to this article. Subject to the approval of the county board chairperson, or the vice chairperson if the chairperson is unavailable, claims for expense and per diem reimbursement shall be paid by the county, except those claims which are in excess of sums permitted by the Winnebago County General Code or state law. No claim shall be made by any supervisor for expense or per diem reimbursement which the supervisor has not actually incurred or earned.

(6)(5) Supervisors shall be eligible for per diem and expense reimbursement for attending the following:

(a) Regular Authorized meetings of the county board of supervisors;

(b) Regular Authorized meetings of any committee of jurisdiction of the county board in addition to any board, commission, task force, or consortium to which the supervisor has been duly appointed;

(c) Attendance of any "committee meeting" Any "authorized meeting" as that term is defined within this article, or requested presence by the county board chairperson, to represent the county;

(d) Attendance at a conference A meeting with the county executive at the specific request of the county executive.

(7)(6) Per diem A monthly salary shall be paid and expenses shall be reimbursed to a Supervisor while attending authorized meetings described in (5) for the county board of supervisors as follows:

(a) Per diem Monthly Salary

½ day meeting (One or more meetings totaling 4 hours or less)

Full day meeting.....\$ 75.00

Monthly county board meeting.....\$ 75.00

Maximum allowable per diem per day.....\$ 75.00

County Board Supervisor's Monthly Salary..... \$500

Committee Chairperson.....additional \$75 per month per committee

County Board Chairperson Monthly Salary.....\$1400

County Board Vice-Chairperson Monthly Salary.....\$700

(b) Mileage, Lodging, and Meals..... Section 3.05 of the Winnebago County General Code.



~~(8) No county board supervisor may claim more than one per diem for each day of service as a county board supervisor.~~

~~(9) In addition to the per diem eligibility set forth above, the county board chairman shall receive an annual salary of \$5,000.00 and the vice chairman shall receive an annual salary of \$1,500.00 for performing duties required by those positions.~~

~~(10)(7) Non-supervisors who are duly appointed to serve on the following committees, boards, and commissions who are not acting within the scope of their employment or office in so doing, shall be eligible for the same per diem payments and expense reimbursements as supervisors:~~ **Non-supervisors who are duly appointed to serve on committees, boards, commissions, who are not acting within the scope of their employment or office in so doing, shall be eligible for the same a \$50 payment for a half day meeting (4 hours or less) but not more than \$75 per day and expense reimbursements as supervisors.**

- ~~a. Board of adjustment~~
- ~~b. Land conservation committee~~
- ~~c. Solid waste management board~~
- ~~d. Committee on aging~~
- ~~e. Health board~~
- ~~f. Public safety building board—members at large~~
- ~~g. Information systems technology committee~~
- ~~h. Grievance review board~~
- ~~i. Veterans service commission~~
- ~~j. Housing authority Human Services Board~~

~~(11) EFFECTIVE DATE. This article shall be effective as of September 1, 2001.~~

~~(Code 1974, § 1.12; Ord. of 11-13-2007; Ord. of 11-21-2017)~~

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that said amendments to the General Code of Winnebago County shall become effective for the County Board Supervisors elected and/or re-elected in 2024.

Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Wise, seconded by Stafford, to make an amendment to the resolution. On Line 20, remove the verbiage "replaced in its entirety with the following language" and replace it with "amended as follows".

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

Vote on resolution as amended: AYES: 28; NAYES: 5 – Gordon, Ernst, Zellmer, Cox and Beem; ABSTAIN: 0; ABSENT: 2 – Robinson and Zastera; VACANT – 1. MOTION PASSED.

**6. Resolution No. 269-092023: Amend Section 8.0 "Written Agenda" of the Rules of the Winnebago County Board of Supervisors by Amending Rule 8.5**

WHEREAS, transparency in government affairs is critical to a well-functioning organization; and  
WHEREAS, Wis. Stat. §19.81 states that " the public is entitled to the fullest and most complete information regarding the affairs of government as is compatible with the conduct of governmental business."; and

WHEREAS, providing attachments for agenda items for each Committee, Commission, Board, Panel and Task Force meeting furthers transparency; and

WHEREAS, Rule 8.5 provides:

"This agenda and attachments shall be furnished to any person so requesting it from the County Clerk."

WHEREAS, Rule 8.7 provides:

"All items not appearing on the written Agenda or not delivered with the Agenda shall be out of order and shall not be considered by the Board at the particular meeting."

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it amends Section 8.0 "Written Agenda" of the Rules of the Winnebago County Board of Supervisors by amending Rule 8.5:

**Rule 8.5**

This Agenda and attachments shall be furnished to any person so requesting it from the County Clerk. **Written Agenda rules set forth in Rule 8.3 and Rule 8.7 shall apply to all Committees, Commissions, Boards, Panels, and Task Forces and the public for all regularly scheduled meetings.**

Submitted by: CONLEY HANSON, Supervisor District 26  
JUDICIARY & PUBLIC SAFETY COMMITTEE

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

Motion by Supervisor Floam, seconded by Supervisor Swan, to call the question.

Vote on call the question: CARRIED BY VOICE VOTE.

Vote on resolution: AYES: 17; NAYES: 17 – Nichols, Borchart, Eisen, Ellenberger, Wise, Nussbaum, Gabert, Binder, Gordon, Ponzer, Ernst, Zellmer, Schellenger, Powers, Cox, Egan, and Nelson; ABSTAIN: 0; ABSENT: 1 – Robinson; VACANT: 1. MOTION FAILED. (Required two-thirds of members present to pass.)

**N. ADJOURNMENT**

Motion by Supervisor Albrecht, seconded by Supervisor Schellenger, to adjourn until the Board's next meeting on Tuesday, October 17, 2023, at 6:00 p.m. The meeting was adjourned at 9:01 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 September 19, 2023.

Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk



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

## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

October 10, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

**AGING & DISABILITY RESOURCE CENTER COMMISSION** – Appointment of Tanisha E.A. McLaurin of the city of Oshkosh to a term expiring August 31, 2026.

**BOARD OF ADJUSTMENT** – Reappointment of Sue Drexler of the town of Algoma to a term expiring June 30, 2026.

**BOARD OF HEALTH** – Supervisor Kay Horan of the city of Neenah to a term expiring July 1, 2024. Supervisor Horan fills a vacancy county code requires to live in the city of Neenah.

**HUMAN SERVICES BOARD** – Supervisor Kay Horan of the city of Neenah to a term expiring December 31, 2023. Supervisor Horan fills a vacancy caused by the resignation of Rachel Youngquist.

**VETERANS SERVICES COMMISSION** – Reappointment of Jerome F. Schultz of the village of Winneconne to a term expiring December 31, 2026.

**WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES** – Samantha (Sam) Goldben of the city of Oshkosh to a term expiring December 31, 2024. Ms. Goldben fills a vacancy for an Oshkosh representative on the board.

Respectfully submitted,

Jon Doemel  
Winnebago County Executive

## East Central ITBEC

### Recent Projects List

Discover Wisconsin Show: <https://discoverwisconsin.com/blog/videos/the-endless-shores-of-wisconsin-lake-winnebago/>

#### Print Publications:

- Wisconsin Travel Guide
- Calumet County visitors guide
- Fond du Lac visitors guide
- Oshkosh visitors guide
- Road America
- Insight on Business
- Badger Sportsman
- Billboard advertising
- Harley-Davidson Anniversary Guide/Map
- Farm Fresh Atlas
- Fishing Guide
- Cruising the Lake map
- Fun in Wisconsin
- Holyland brochure

#### Digital Promotion Campaigns:

- Facebook advertising
- Endless Shores Website
- Chicago area digital promotion campaign
- Southeast Wisconsin digital promotion campaign
- Email blasts
- Spotify campaign

#### Others:

- Expansion of Media Library
- Strategic planning session
- "Taste of the Lakes" tour

## Tourism – By the Numbers

In 2022, Wisconsin's tourism industry recorded record economic impact. In 2022, Wisconsin tourism generated \$23.7 billion in total economic impact, surpassing the previous record of \$22.2 billion set in 2019.

### Statewide Numbers:

Total economic impact: \$23.7 billion  
Jobs sustained by tourism: 1 in 21; 174K+ full-time and part-time jobs  
Visits to Wisconsin: 111.1 million  
State and local taxes: \$1.5 billion  
Federal taxes: \$1.3 billion  
By household: \$620

### Calumet County:

Total economic impact: \$68 million  
Direct visitor spending: \$36.3 million  
Employment: 577  
Total labor income: \$18.6 million  
State and local taxes: \$3.7 million

### Fond du Lac County:

Total economic impact: \$274 million  
Direct visitor spending: \$161.8 million  
Employment: 2,362  
Total labor income: \$74.4 million  
State and local taxes: \$17.5 million

### Winnebago County:

Total economic impact: \$522 million  
Direct visitor spending: \$272.7 million  
Employment: 4,177  
Total labor income: \$167.6 million  
State and local taxes: \$30 million

# Paid Time Off-PTO

County Board Presentation  
2023



# Objectives

Compensation Study Findings

Current Snapshot of Time Off

County Comparison -Traditional Model

Why Change

Timeline

New PTO Proposal

Transition from Current to New System

County Comparison - PTO

Cost

Takeaways & Summary

Questions



# The Compensation Study-Findings

## Major Benefit Issue: Paid Time Off

Studies in 2016 and 2023 it was recommended:

- ▶ **Increasing paid time off** benefits under the current system we have now or moving to PTO  
- Consultant 2016 and 2023
- ▶ Sick time is **under market**, move to 12 sick days.  
-Consultant 2016 and 2023
- ▶ The County is a **bit behind** in the accumulation of vacation  
-Consultant Executive Summary 2023 pg.19





# The Compensation Study-Findings

## Major Benefit Issue: Paid Time Off *Continued*

Studies in both 2016 and 2023 it was recommended:

- ▶ Benefits need to be competitive to **retain and attract employees**, allow employees **new flexibility** with their earned time.
  - Consultant Executive Summary 2023 pg.20
- ▶ **PTO recommended** due to administrative ease, simplification, and new flexibility for employees. Current model is a **significant administrative burden**.
  - Consultant Executive Summary 2023 pg. 6 & 19-20

None of the changes the Consultant recommended for paid time off benefits were implemented and we can change that today



## Paid Time Off - General Snapshot

What do we offer a new employee now upon hire?

- ▶ Traditional paid time off: vacation, regular holiday, floating holiday, sick time, and funeral leave.
- ▶ All time is prorated.

Category	Number of Days
Vacation	10
Sick	8
Floating Holidays	3* Average
Funeral Leave (1-3 days dependent upon eligible relation)	2* Average
Fixed Holidays (Park View 7)	10
Total	33
<b>Total</b> <b>*Without Fixed Holidays &amp; Bereavement</b>	<b>21</b>

# County Comparison

Winnebago County HR requested time off information from all other counties in Wisconsin

- ▶ Out of 71 counties, 30 participated, 42% response rate
- ▶ 11 Counties = PTO
- ▶ 19 Counties = Traditional
- ▶ At least 7 other counties are looking to see what we do as they will be modifying their time off benefit AFTER we change ours.

Extensive HR research identified that we are **not competitive** with our time off plan compared to other WI Counties



# Paid Time Off - County Comparisons

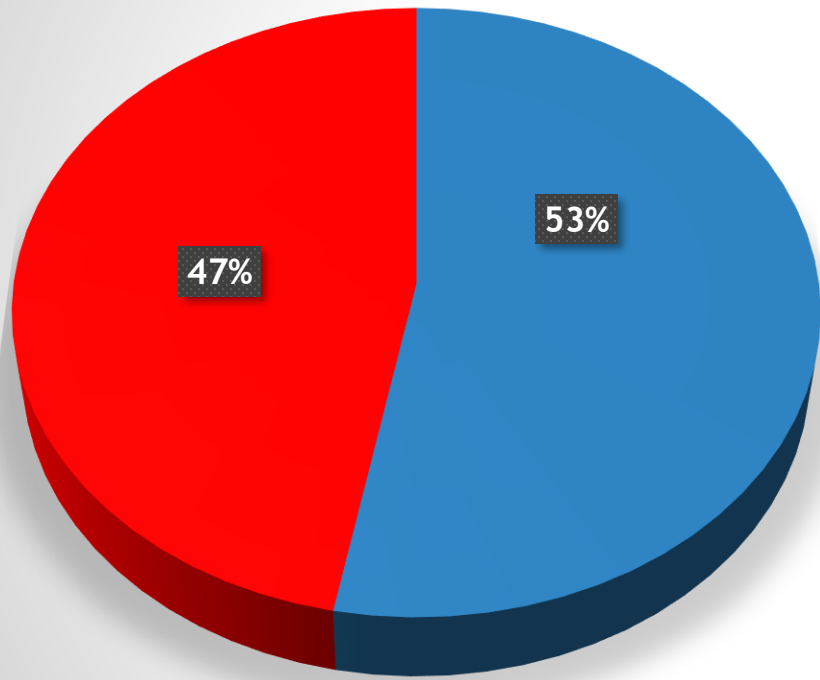
## Traditional Time Off Vacation

- ▶ Out of the 30 responding counties, 19 are on traditional vacation time\*
- ▶ **10** counties offered **more** vacation time than Winnebago over a 30-year career
- ▶ **9** counties offered **less** vacation time than Winnebago over a 30-year career

\*Refer to appendix in FAQ document

# Paid Time Off - County Comparisons Traditional Time Off Vacation

Vacation Time Comparison



- Counties offering MORE vacation than us
- Counties offering LESS vacation than us

The consultant noted vacation accruals were a bit **behind** which was consistent with HR findings.

# Paid Time Off - County Comparisons

## Traditional Time Off Sick

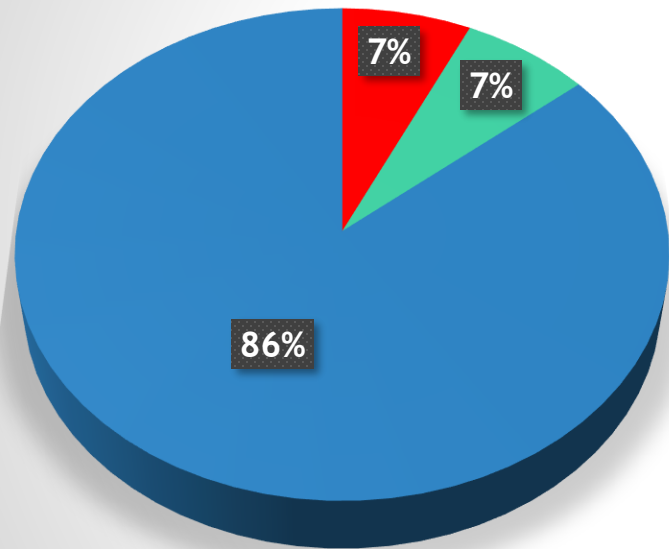
- ▶ For purposes of comparison 60 days (or 12 weeks) was our benchmark. 12 weeks is what would be needed to cover a full FMLA Leave.\*
- ▶ Out of the 30 responding counties, 15 responding counties on traditional sick time:
  - ▶ **86% of counties are more competitive than Winnebago**
  - ▶ **7% of counties are less competitive than Winnebago**
  - ▶ **7% of counties are equal to Winnebago**
- ▶ **73% of all comparable Counties take 5 years to reach 60 days of sick leave**
- ▶ Winnebago takes **8 years to reach 60 days** of sick leave

\*Refer to appendix in FAQ document

# Paid Time Off - County Comparisons

## Traditional Time Off Sick

Sick Time Comparison



- Counties offering LESS sick time than us
- Counties offering EQUAL sick time
- Counties offering MORE sick time than us

Sick time was noted by the consultant in 2016 and 2023 to be **under market** which was consistent with HR findings.

# Why Change?

Become **competitive** with paid time off

Retain and attract is the goal

Lessen limitations on employee's time

More flexibility with time off

Ease administrative burden and uniform rules for paid time off



# What Do You Mean Uniform Paid Time Off Rules?

Departments still hold different “rules” based on old union contracts - that do not exist anymore for most departments. These rules are now arbitrary and create silos.

Vacation - Accrual rates for some Park View employees differ, their first year of hire

Floating Holidays - 0,2,3,4,7,12,13

Regular Holidays - 7 or 10

24 Hour Depts - Some receive all regular holidays as floating holidays, while some do not

Hired pre 2019 vs post 2019 - Different vacation earning schedules

# What Have We Been Up To?

Spring 2023  
HR performed  
benefit analysis

Spring 2023  
Create potential  
PTO models

Summer 2023  
Executive  
Meetings, Refine  
Model

Sept Employee  
meetings & IT  
Meetings

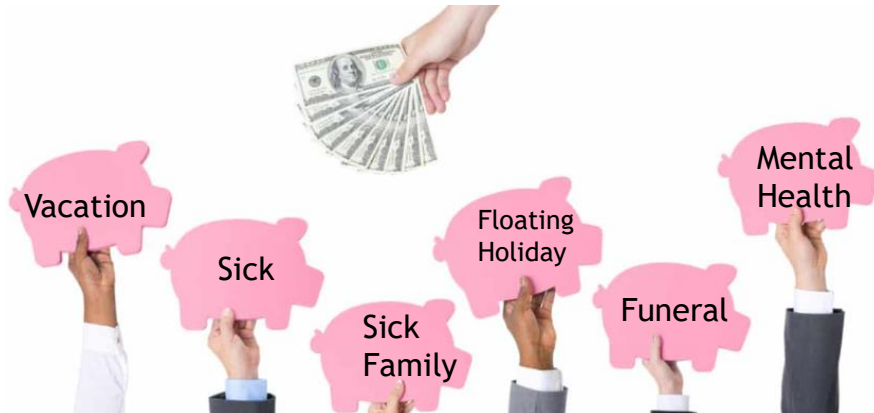
Present PTO  
Proposal  
P&F = October  
County Board =  
November

Implementation  
target date  
1/1/24

# What is Paid Time Off?

**Paid Time Off** refers to the time that you are paid when you are not working. Employers can structure paid time off differently.

Paid Time Off Separate



**Paid Time Off Merged = PTO**



# NEW PTO Proposal

480 Hours = 60 Days = Full Qualifying FMLA Leave



Combine paid time off into two banks

PTO = 1<sup>st</sup> bank  
480 hours of time max

ELB = 2<sup>nd</sup> bank  
No max

PTO days are based on your years of service with Winnebago County and your employment status

PTO is accrued bi-weekly at the end of each pay period according to an accrual schedule

There will be no more “rolling over time” from year to year - you will continue building your bank

# PTO - New Proposal

- ▶ PTO will include vacation, sick/sick family, floating holidays, and bereavement
- ▶ Accrue PTO when in **paid status** (worked hours, PTO hours, ELB hours)
- ▶ **Start at 0** and earn up to the max by the end of the **calendar year**
- ▶ **Year of hire counts as “year 1”**
- ▶ Accrue PTO bi-weekly in line with paychecks
- ▶ Time increases every 2 years until 19 years
- ▶ Holidays will remain a separate benefit
- ▶ Allows for flexibility for **lateral transfer benefits**

Min Years	Max Years	PTO Days	Multiplier
0	2	25	0.096
3	4	27	0.103
5	6	29	0.111
7	8	31	0.119
9	10	33	0.126
11	12	35	0.134
13	14	37	0.142
15	16	39	0.150
17	18	41	0.157
19	19+	43	0.165

# What is an Extended Leave Bank (ELB)?

A separate bank where employees' paid time goes when they have reached the maximum number of hours allowed in their PTO bank (480 hours).



- 480-hour Max



- No Max to Hours
- Frozen Sick Time
- Current Sick Time
- NOT eligible for payout

# Uses for Extended Leave Bank (ELB)?

A bank of time reserved to provide income for specific events. This accumulates AFTER PTO has reached 480 hours.



# FMLA/ELB LOA



# Bereavement Leave



## Military Leave



# Updating Our Loss Policy

## Funeral

- ▶ Narrowly defined family definitions
- ▶ Up to 3 days -limited to family definition
- ▶ If funeral leave was exhausted, employees' ONLY choice was to use vacation, floating holiday, or go unpaid. No sick time was allowed.

## Bereavement

- ▶ Modernize definition - Human Loved One
- ▶ Utilize PTO & ELB for a total of 7 days -for each loss
- ▶ Instead of offering a one time limited benefit, former funeral days are now included in the annual PTO accrual every year
- ▶ ELB is now allowed to be accessed for Bereavement (former sick time and/or hours above PTO max)



*Grief*





# Termination & Retirement Payouts



## Current System

Earned but unused vacation time paid out upon termination of employment (excluding 5 days that are eligible for rollover.)

## New System

PTO Payout in Hours	
Years of Service	Max Hours to be Paid Out
Under 1 year	0
1 - 4	Up to 80 hrs or 2 weeks
5 - 9	Up to 120 hrs or 3 weeks
10- 19	Up to 160 hrs or 4 weeks
20 - 24	Up to 200 hrs or 5 weeks
25+	Up to 240 hrs or 6 weeks



Employees who currently have frozen sick banks will still get paid out their sick time at the rate they were frozen.

# Payout Eligibility

- ▶ To be eligible for PTO payout upon voluntary resignation or retirement, employees must provide and complete proper notice
- ▶ How much notice do I need to provide?
  - ▶ Hourly employee = 2 Weeks
  - ▶ Salaried/Professional = 30 Days
  - ▶ All Retirements = **Changing** from 60 days to **30** Days
- ▶ Completing a proper notice means being in a **paid status** for all shifts within the notice

Example: 2 weeks notice = 2 weeks' worth of shifts need to be in a paid status: worked/PTO/ELB with last day worked.
- ▶ Anyone who leaves before completing 1 year of service, does not receive a PTO payout





All remaining vacation and FH that was earned in 2023 will convert to PTO for 1/1/24



All remaining sick time converts to ELB 1/1/24



Any FMLA leave in 2024, employees will be prorated their “bucket system time” on 1/1/24 or when HR approves FMLA in 2024



Advance up to 80 hours of PTO until June 2024, if employee doesn't have enough



Use ELB as sick leave in 2024



Providing and completing a proper notice in a *paid status* for PTO payout

# 2024 Transition Year Employee Feedback

# Paid Time Off - County Comparisons PTO

**Out of the 30 responding counties, 11 are on PTO\***

\*Refer to appendix in FAQ document

## Under Current System vs Other “Bucket System” Counties

- ▶ As we stand today, Winnebago County is not competitive for paid time off in comparison to 19 of the responding counties who currently operate under “bucket systems” researched by HR!
- ▶ **56%** of all responding counties offer **more vacation** time
- ▶ **86%** of all responding counties offer **more sick** time

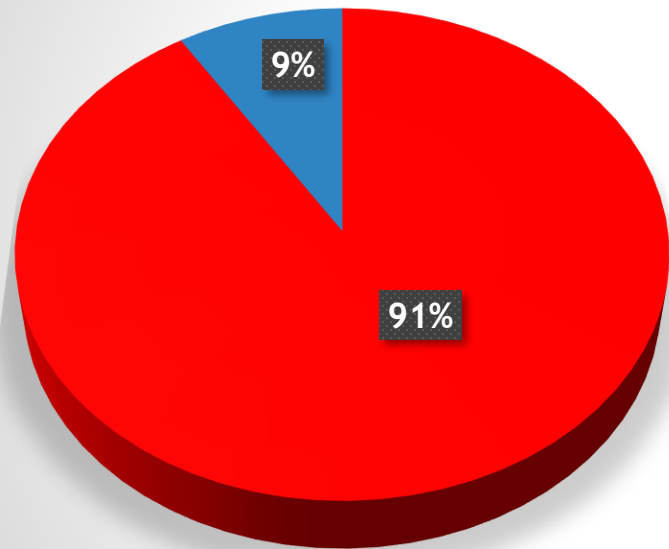
## Under Proposed PTO System vs Other PTO Counties

- ▶ We will offer **2<sup>nd</sup> BEST PTO PLAN** out of all 11 responding counties who currently operate under a PTO model researched by HR
- ▶ Remember, other surrounding counties are making the move to PTO. Need to set the bar.



# Paid Time Off - County Comparisons PTO

PTO Time Comparison



■ Counties offering LESS PTO time than us

■ Counties offering MORE PTO time than us

PTO proposal will be **2<sup>nd</sup> best plan** offered out of 11 responding counties over a 30-year career.




# What About Cost?

## Moving to PTO Will Save Money

### Current System

- ▶ We pro-rate time off up-front, money is lost when employees leave and took more paid time than they earned, can't claw back
- ▶ County pays out all remaining vacation regardless of proper notice
- ▶ 100% payout regardless of length in service

### PTO

- ▶ PTO bucket starts at 0. Nothing to claw back...**SAVINGS** 
- ▶ Requiring proper notice ....**SAVINGS** 
- ▶ Employee leaves before 1 year of service = No payout... **SAVINGS** 



# What Is The Cost Of The PTO Plan?

## Current Costs

- ▶ Payouts for vacation, frozen sick Or PTO > Not changing

## Future Cost

- ▶ Potential added cost of increasing days off
  - ▶ National trends suggest we are moving in that direction anyway
- ▶ Productivity Cost?
  - ▶ Data suggests it costs you to provide time off and it costs you if you don't!

## Future Savings

- ▶ Attract and retain = It take 229 shifts to cover 1 vacancy
- ▶ As of 9/26/23 we have 100 have vacancies to hire for
- ▶ Claw back, Proper Notice, and Less than 1 year impacts our bottom line
  - ▶ Savings Impact in 7 months = **\$67,117.41**

**NO adjustment to the 2024 Labor Budget because of implementing PTO!**





# Employee Demographics

## Age Demographics for Sheriff's Office

Age	Number	Percent
54+	21	10%
53	8	4%
50-52	19	9%
45-49	34	17%
18-44	122	60%
Totals	204	100%

14% of employees are eligible to retire right now.

An additional 9% will be eligible to retire in the next 3 years

23% of Sheriff's entire workforce will be eligible to retire zero to three years.

## Age Demographics for Non-Sheriff's Office

Age	Number	Percent
57+	181	18%
57	26	2%
54-56	70	7%
45-53	184	18%
18-44	557	55%
Totals	1018	100%

20% of employees are eligible to retire right now.

An additional 7% will be eligible to retire in the next 3 years

27% of Non-Sheriff's entire workforce will be eligible to retire zero to three years.



**27%** of Winnebago County's ENTIRE workforce is slotted to reach retirement age within the next 3 years

# PTO Solves the Following



Become **competitive** with paid time off

Retain and attract is the goal

Lessen limitations on employee's time

More flexibility with time off

Ease administrative burden and uniform rules for paid time off

# Takeaway points



Approving this PTO proposal will conclude the compensation study

Provide a uniform framework for the future

Set the curve for other surrounding counties looking to make the switch to PTO

Provides flexibility for lateral transfer hiring

Wave of the Future



# Culture

This PTO proposal can create a culture that will be competitive for retaining employees, attracting new ones, and giving everyone more flexibility with their earned time.

PTO empowers Winnebago employees to manage their time based on their needs - while retaining & rewarding them for their hard work.



# Thank you!

- ▶ Open the floor for questions and feedback with the remaining time
- ▶ Refer to FAQ



# PTO Proposal Project

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## Why adopt PTO?

During the 2022 Compensation Study, the increased need for uniform practices throughout the county was brought up more than once. Recruitment and retention have been a significant topic that many organizations are focusing on, as it has become more challenging over the last several years. The County has identified some areas in which to become more competitive and has made an active effort to implement change. Compensation and the re-slotting of employees within their pay grades was completed and the merit pay process was revised to allow meaningful movement in pay grades and minimize in-range compression.

The next step is to ensure the County has a competitive paid time off plan to aid recruitment and retention efforts. Additional benefits include greater flexibility for employees, easing the administrative burden of the current system, and creating uniformity for all employees. The current system has inconsistencies with the number of paid days provided to employees. This plan allows standardizing time off amounts while considering years of service.

We want to be able to recruit talent to positions throughout the county, as well as recognize the contributions of existing employees and retain them. Human Resources conducted extensive research on paid time off benefits other counties were offering, and it was found that there is room for Winnebago County to become more competitive. Creating a plan that allows us to be more in line with other counties is a critical piece of why adopting PTO is so crucial. This plan would have a large impact for the greatest number of employees.

## What other counties were compared?

HR Generalists, Jamie Luehring and Stephanie Stieg, sent out a questionnaire regarding paid time off benefits to all Wisconsin counties. 30 of 71 of counties responded. Of those 30, 11 currently operate under PTO models. Those counties are Buffalo, Calumet, Chippewa, Dodge, Eau Claire, Kenosha, Langlade, Marathon, Shawano, Vilas, and Washington.

The remaining 19 responding counties currently operate under a bucket system, meaning they have separate sick, vacation, floating holiday, etc. buckets. Of those 19 counties, 86% of them have more competitive paid time off benefits than Winnebago County currently does. It is important to note that at least 7 other counties are looking to switch to a PTO model soon. They are looking to us to set the framework. This is important to keep in mind, as we want to ensure our PTO plan will remain competitive after other counties make the transition. PTO will become the new common practice for paid time off within the next few years.

## Did you consider private sector as well?

Human Resources reviewed comparable private sector organizations within our county, as we are all pulling from the same applicant pool. If we move to the proposed PTO plan, Winnebago would be more competitive than 7 out of the 9 compared private sector organizations and less competitive than two. It is important to note that some private sector organizations are able to offer less PTO, because they offer fully company funded alternative benefits such as short-term disability, paid parental leave, work from home benefits, etc. While some of those benefits may be able to be offered by the County in the future, not all are practical given the type of work that is done, or would incur significant expense and benefit a smaller number of employees.

## What do you mean by uniform paid time off rules?

While most of our departments are no longer unionized, we still hold onto many old union practices. One of the biggest inconsistencies is floating holidays. Some county employees receive 0 floating holidays, while some receive 13, and there are numerous in between. There is an inconsistency with how many regular holidays employees receive. Most employees receive ten standard holidays, while other departments only get seven. In addition, some departments get all of their holidays prorated up front while others have to wait for the holiday to occur before they are paid.

There is a difference in the way that employees earn vacation time currently. Employees who were hired prior to 2019, must earn all their time, before they receive it on the first of the following year. Employees hired after 2019 are advanced all their vacation time on their date of hire or on the first of the year. This means that the post 2019 employees have not earned the time that they receive and may result in higher costs of using unearned time and leaves employment

Finally, the way that we count one year of service is different for departments. Some departments first year of hire, even if a partial year, counts as year one, and increases every January 1<sup>st</sup>. Other departments years of service is based on their hire date.

By moving to a PTO system, we would be able to streamline all these differences, and have all employees operate under the same earning schedule, based on their years of service. This would not only ease the administrative burden, but also increase morale.

## What is PTO?

"PTO is a single bank of time, which is then used for sick, vacation, floating holidays, and bereavement time, instead of having different banks of time for different purposes" (Consultant). This gives employees more flexibility with how they use their time. Our end goal is to create an overall competitive package for our existing employees, as well as a comprehensive package to attract new talent. We would like to shift to a PTO model in combination with our wage study increases, and merit updates in order to offer a competitive overall package.

## Is there a maximum accrual rate or cap to PTO?

Yes, the PTO bank will cap at 450 or 480 hours depending on if you are a 7.5- or 8-hour employee. This number was chosen intentionally, as this equates to 60 days of PTO. 60 days of PTO will allow for a fully paid FMLA leave if employees choose to bank that much time and use it for that purpose. Any time additional to 450 or 480 hours will go into the employee's Extended Leave Bank (ELB) bank. This model is common practice with other counties who offer PTO.

## What is an Extended Leave Bank (ELB)?

An extended leave bank (ELB) is where employees paid time goes once they have reached the maximum number of hours eligible in their active PTO bank. For our purposes, this would be anything over 450 hours for 7.5-hour employees and 480 hours for 8-hour employees. The ELB will also house all of employees' current sick time. The ELB has parameters surrounding how one can access and use the time that they have in this bank. All Family Medical Leave and Leave of Absence qualifying events would warrant use of an ELB. Employees that have a balance in their ELB bank, would be able to access up to 5

days for bereavement leave after using 2 days of PTO time first. Finally, the ELB will be eligible for use for Military Leave. Because the ELB will house all current sick time, some employees will have frozen sick time in the ELB that will be eligible for payout upon termination. Outside of the frozen sick banks, the ELB will not be eligible for payout.

## Why have a PTO and ELB bank, why not just have one large bank?

While it would be nice on the surface to just have one large bank of PTO, there are some issues we would run into. A lot of our long-term employees currently have hundreds of hours of sick time. If this all moved into PTO, some employees would have enough PTO time to take off a year or more. That is not feasible and is not the flexibility we are looking for by moving to a PTO model.

We want employees to have that time available as a safety net if they need it for emergencies such as FMLA, LOA, bereavement, or military leave. Currently, sick leave is restricted in how it is accessed (used for sick time and FMLA leaves) and is not eligible for a payout upon separation (except for "frozen" sick time). Time in the ELB is also not eligible for payout. However, some PTO is available for payout and used for all types of time off, including vacation days. Keeping this time separated is helpful for both payout and usage restrictions.

Additionally, while we may not be able to pay out the whole PTO bank currently, we are setting up a framework for the future. By having a cap of 60 days in PTO, we hope to get to a place in the future where we could become more competitive and increase the amount of the PTO bank that is eligible for payout upon separation.

## Who developed this plan?

This plan was developed internally (not by the consultant). The Human Resources team worked closely with the executive team which included several department heads. In addition, a significant amount of work had previously been completed around 2016 by a team of supervisors and department heads when PTO was first considered after the recommendation to consider PTO after the previous compensation study.

Multiple employee meetings were held and feedback solicited after a draft plan was developed. Revisions based on that feedback has created the proposal before you.

This plan creates a framework of standardized benefits to which the County will be better able to adjust in the future based on changes to the labor market or to enhance benefit offerings for recruitment or retention purposes. Not all requests could be incorporated (for example, payout for unused sick time) but this plan allows flexibility in the future without needing a wholesale change to the system.

## How did you gather employee feedback?

Eleven employee meetings were held including ones for department heads, supervisors, and all employees. Four of the employee meetings were held in person, while the remaining seven were held over Microsoft Teams (a virtual meeting software similar to Zoom). Human Resources took down feedback, and areas for further consideration from those meetings. From there, the plan was revised into the comprehensive plan being presented to you today.

## What is the PTO Proposal?

Employees will earn Paid Time Off (PTO) based on hours in a paid status every pay period, similar to how paychecks work. Time (like pay) would be available as it is earned each pay period. The PTO accrual rate (how much PTO is earned each pay period) increases based on the number of years of service with Winnebago County. PTO accrual rates take into consideration vacation, sick time, funeral leave, and floating holidays. These categories would no longer be separate categories earned in separate "buckets" – all would be earned as PTO. Regular Holidays that are recognized by the County are NOT included in the PTO accrual rates and would be a separate benefit.

Employees will accrue PTO for every hour that they are in a paid status. This means that they will be accruing PTO while they are either working, using PTO time, or using ELB time. No PTO will be earned for hours that are unpaid. PTO will only be earned until full time status is hit (75 or 80 hours per pay period). PTO will not accrue in overtime. The purpose of this cut off, is so that employees do not earn more PTO than what is planned for on the earning schedule in a given year.

The PTO accrual chart will allow employees to earn up to 25 days of PTO within the first year of hire. The number of PTO days earned increase every two years that someone is employed. The number of PTO days tops out at 43 days for 19 years of service and beyond.

In order to move existing employees from our current paid time off system to the new PTO system, we have made special transition rules for the year 2024. We wanted to smooth out the transition process as much as possible, taking into account a lot of employee feedback.

### PTO Accrual Rates

Min Years	Max Years	Days Earned	Multiplier
1	2	25	0.096
3	4	27	0.103
5	6	29	0.111
7	8	31	0.119
9	10	33	0.126
11	12	35	0.134
13	14	37	0.142
15	16	39	0.150
17	18	41	0.157
19	+	43	0.165

## Are Regular Holidays included in PTO?

No, all ten (10) regular holidays would remain a separate benefit, and those days are not included in the PTO accrual rate. Currently Park View only observes 7 regular holidays while the rest of the county observes 10. All departments would recognize 10 regular holidays under this plan.

## What will be paid out for PTO?

Various payout plans were considered. Ultimately, this plan would keep payouts similar to current levels due to financial constraints. Employees who leave employment after less than one year will not be eligible for payout. Those who have 1-4 years of service will be eligible for up to 80 hours of PTO time paid out. 5-9 years of service will be eligible for up to 120 hours of PTO paid out. 10-19 years of service will be eligible for up to 160 hours of PTO paid out. 20-24 years of service will be eligible for up to 200 hours of PTO paid out. And 25+ years of service will be eligible for up to 240 hours of PTO paid out.

A consistent request from employees is to payout all earned but unused time, including sick time. While not included in this plan due to fiscal constraints, this plan establishes a framework to expand payout options in the future.

## What is the cost of this plan?

No additional funds are being requested in the 2024 budget as a result of this proposal.

Currently there are expenses from vacation and frozen sick leave payouts. PTO payouts are similar to vacation payouts and frozen sick leave will still be eligible for payouts.

Under our current system, we advance benefit time for those who are hired post 2019. By advancing time, employees have not yet earned the time that they have been credited with. It is not uncommon for someone to use all their benefit time prior to earning it and leave our employment. In these cases, we will take back what is owed to us from their last paycheck, but often, that is not enough to cover all that is owed. That remaining balance is a lost expense that we can not recover. By moving to the PTO system, everyone will have to earn their time before it is eligible for use, therefore, eliminating the ability to overuse time and eliminating the potential for lost expense in this manner.

Similarly, we are requiring that employees remain employed with us for more than one year to be eligible for any PTO payout. Additionally, we are requiring that employees provide and complete a proper resignation notice in paid status to be eligible for PTO payout. This is a new policy, that would save the county money. The hope is, by offering a more competitive time off package, we will be able to fill our vacancies and retain our current employees, decreasing the large number of openings.

## Are there transition year rules?

Yes, we recognize that this transition is coming late in the year, and that employees were not able to plan for this change. Because of this, we have created some transition year rules for 2024.

### Vacation

Pre 2019 employees will get all their vacation time that they have been earning in 2023 dropped into their PTO bank on January first. In addition to that time, these employees will start accruing PTO

time for every hour that they are in paid status in 2024. This "drop" of time will only happen in the transition year. After that, everyone will be on the same earning schedule. Post 2019 employees will not have this large drop of time on the first of the year (because they have been advanced time instead of having to earn it first).

We understand that employees may have pre-scheduled vacations or absences planned for the early parts of 2024 and may not have any time to roll over into PTO. To help mitigate this, we will advance those who need it, up to 10 days PTO until June of 2024. This will allow employees to be in a paid status while they are off. The goal here was not to penalize anyone for taking time off.

Instead of only allowing 5-days of unused vacation to be carried over into 2024 as vacation (current practice), we will allow all unused vacation to be carried over as PTO.

### Sick

Up to 8 days of unused sick time will convert to PTO time in 2024 for employees. This consideration point came from employee feedback. Employees wanted some of their sick time to be eligible for PTO to help get through the transition year.

All other existing sick time will be placed in the ELB bank. We will allow employees to access the ELB for sick time in the transition year of 2024 if needed. Come 2025, the rules for accessing ELB will apply. The ELB will house all frozen sick time that remains eligible for payout as well.

### Floating Holiday

All 24 hour operations will now receive PTO time for holidays as they fall on the calendar based on their status. Under the current system, all floating holiday is generally advanced to employees on January 1<sup>st</sup> of each year.

## If I don't use all of my PTO, will I lose it at the end of the year?

No PTO will never be lost under this model. In our current plan, you can only roll 5 days of vacation over from year to year and the remainder turns into sick time. The idea of rolling time over goes away with PTO. Instead, you will continue building your PTO bank until you hit the max of 450 or 480 hours. Once you have hit that maximum, your time will start going into the ELB bank until your PTO balance goes below 450 or 480 again. This happens in real time, in line with payroll, it does not wait until the end of the calendar year like our current plan does.

## Does this include a lateral transfer policy?

This plan allows us the flexibility to make competitive job offers based on market conditions. As it stands, this model is competitive, and we believe will attract valuable talent. In the event that our starting accrual rate is not competitive enough for an incoming employee, Human Resources will have the ability to make a competitive time off offer.

## Are we offering too much time off with this plan?

While the PTO number may look alarming at a first glance, it is important to remember that PTO will now be used for all absences, whether that be sick time, vacation time, etc. The number of days that we currently offer employees is not competitive with the market and is hindering our ability to attract

and retain quality employees. While the plan is somewhat richer than some comparable counties, it is not the richest out of all responding counties and private sector organizations. Work-life balance has become a significant requirement of the workforce in recent years, and by increasing PTO time, we are able to provide that flexibility. In addition, our goal was to create a plan that would remain competitive in years to come.

## Why are we not offering more?

Setting up a sustainable framework is crucial for the success of any plan in the long term. There is always more that can be offered, whether that be more time off, higher payouts, more flexibility, etc. However, if the plan is not sustainable, it will not last. When creating a plan, we wanted to become competitive with the market, while also remaining fiscally responsible. This plan allows for both of those to take place, while building a strong foundation that could be improved in the future based on market conditions and changes.

## Why change this late in the year?

By the time this plan would get approved by the County Board, it will be early to mid – November, and we are looking at an implementation date of January 1, 2024. We understand that this is happening late in the year, but there are a few reasons why we are pushing to have this completed in 2023 rather than waiting an additional year. The first reason is that January 1<sup>st</sup> is a natural transition time. This is when employees currently receive their vacation, sick, and floating holiday time. It would not work to make the transition in the middle of a year, because of the magnitude of inconsistencies across the county regarding time off.

The second reason is that PTO is the final big component recommended in the compensation study. We have already accomplished updating the pay plan, as well as our merit system: PTO is the final piece. The importance of completing this final piece in 2023 is that we want the Board who started the compensation study, to get to see the project through to completion. This Board has been with us on this change journey, we would like to allow them to see their hard work pay off.

Finally, as we learned throughout our research, we are behind in time off benefits compared to other counties. We would be doing a disservice to our employees if we waited an entire year to make a change to time off benefits knowing that we are so far behind market. If we wait to implement this change, the research conducted by Human Resources will become obsolete and new research will need to be conducted, as many counties are revising their paid time off systems currently, or in the very near future.

## What if we don't make the change to PTO?

We now know that our current plan is less competitive than other counties and private sector organizations. If we do not make this change to PTO, we will remain behind market and uncompetitive. In addition, without transitioning to PTO, there is no tactful way to uniform time off across departments. This PTO plan truly has considered all of the different time off schedules and offers the best solution to uniform time off and apply it equally to all departments.



## Why not just increase vacation and sick time to become competitive?

While increasing vacation and sick time could be an option to consider, we are missing a few of the large goals we are looking to solve by moving to PTO. If we simply increased the number of vacation and sick days that we offered, we would still have ridged definitions on how this time could be accessed and used, and not creating the flexibility and autonomy that we want to give employees. It would not solve the administrative burden our current paid time off system is causing, and we wouldn't be able to implement any of the cost savings measures that PTO provides. Additionally, this would not help solve the issue of inconsistent time off for employees throughout the county. We would still have differing floating holidays, different regular holidays, and different earning schedules for pre and post 2019 employees. PTO is the only solution to solve all these problems at once.

## What are the biggest benefits of switching to PTO?

There are many benefits to transitioning to PTO. The first is that all departments would now be on the same earning schedule, there would no longer be winners or losers regarding time off. Second, this plan would make us competitive with the market, which will help to attract valuable talent, while rewarding our current talent and aiding in retention efforts. Finally, PTO will allow employees to use their time off as they wish, creating greater flexibility and work-life balance. Everyone's situation is different, and they need time away from work for different reasons. This plan allows for the flexibility to structure time off in a way that is most advantageous for every individual's unique situation.

## Do all years of service count?

PTO years of service is based on an employee's hire date, regardless of position changes, as long as there were no gaps in service, and as long as they were not a temporary employee at any point in time. If the employee started as a temporary employee, their hire date would be when they started working in a position that offers benefits, whether that be a project position or a regular position. If the employee transferred to a temporary position in the middle of employment, the hire date would be whenever the employee went back to a benefit eligible position.

Project positions are benefit eligible positions, where someone would be offered vacation time, so that counts towards years of service as it relates to PTO.

## How does this impact part time employees?

Regular part time employees are currently eligible for time off benefits, and that will not change. The PTO multiplier is the same for all employees regardless of what their status is because the multiplier is based on hours worked. Therefore, someone who works 50%, will only work half of the hours of a full-time employee, therefore only earning half of the PTO. However, if a part time employee works more than their assigned status, they will receive PTO for additional hours worked until full time status has been reached. No employee will receive PTO for overtime hours (more than 75 or 80 hours per pay period).

## How will supervisors staff with this generous PTO plan?

Expectations for how employees take time off do not change as a result of this transition to PTO. If an employee is sick, they must follow their department rules for calling in sick and may have to

provide a doctor's note upon request. An employee requesting time off for a planned absence must follow their departments rules for requesting time off. Supervisors hold the right to deny time off requests if they are not able to grant the time being requested for any reason. It is also important to remember that PTO has to be accrued, so employees are not receiving 25+ days of time off up front all at once. They will need to work throughout the year or be in a paid status in order to earn all of their PTO time for the year.

## What are the downsides of transitioning to PTO?

Employees will be responsible for their time and will need to keep enough PTO time available for unexpected absences that may occur throughout employment. While this is a good thing, and provides flexibility, it will require employees to plan and monitor their time off benefits on their own.

PTO will operate under a earn as you go model rather than advancing all time up front. This is advantageous as an employer so that we do not lose money but could be seen as a negative for new hires in their first few months, as they will have little time to use until it is earned. However, we have come up with a plan that allows employees to earn a generous amount of PTO every pay period, so it will not take long for a new hire to build a suitable PTO bank. This is also why we have created transition year rules, to lessen the hardship that could occur due to changing between systems.

With all things, change can be hard. Our long-term employees have never experienced a PTO plan before, while some of our newer employees may have had experience with PTO in the past with different employers. PTO is different from our current system and is a big change. While we expect some hesitancy with the transition, we are confident that once everyone becomes familiar with PTO, it will be seen as an asset.

## What is the new bereavement policy and how can I access the time that I need?

Our current system of funeral leave narrowly defines immediate and extended family members, and employees could receive 1-3 days off for those losses. We know that families look different in all situations and want to recognize that reality. Because of that, we are looking to moving to a bereavement model, in which an employee would utilize 2 days of PTO. If more time is needed, and the employee has an ELB balance, they could access up to 5 days of ELB after the 2 days of PTO for a total of 7 days. If more time is needed, employees would work with their supervisor to accommodate this time and pull from their PTO bank again. Bereavement leave is accounted for in the number of PTO days that we are offering employees. In order to be more expansive in the definition, we are allowing bereavement leave for the death of a human loved one.

## Why not keep funeral a separate benefit for employees aside from PTO?

Funeral leave is not a benefit that every employee takes on an annual basis. In addition, as stated above, our current definitions of family are very narrowly defined and do not include a large portion of loved ones. We wanted to include bereavement in the PTO time that we are giving employees so that employees could plan for what is important to them and save time for their unique situations.

If we kept funeral leave as a separate benefit, we would reduce the number of PTO days across the board for all years of service. We thought it would be best to give employees greater flexibility with their earned time and prioritize it in the manner that best suits them. We also would not solve the issues that occur with the limited definitions under funeral leave.

## What about the loss of a pet?

While we acknowledge that pets and animals can play a significant role in our personal lives, the definition had to be capped somewhere. We encourage employees to take PTO time for the passing of a loved pet or animal.

## How did you incorporate employee feedback?

Each presentation included time for questions and feedback. In addition, all employees were encouraged to email questions, comments, and concerns to Human Resources. All points were considered and there were several changes made to the plan based on employee feedback.

The first was regarding employees who have pre-planned FMLA leaves scheduled at the end of this year, into the beginning of 2024. These employees were concerned that they were not going to receive the amount of time that they had planned for on the first of the year in vacation, sick, and floating holiday which would result in a loss of pay while they are out on FMLA. Based on this feedback, we are going to advance these employees up to the amount of time that they would have received under the current system. For example, if someone planned on receiving 21 days of benefit time on 1/1/2024, they would receive 21 days of PTO advanced to them on the first of the year to account for this situation. By the end of 2024, those employees will have earned back the time advanced to them plus any additional PTO based on years of service.

Second, employees were concerned that they would have no time to rollover into PTO, giving them a balance of 0 at the start of the year. In addition to advancing employees up to 10 days of PTO (allowing a negative balance), they will also be able to roll any remaining vacation and floating holiday time from 2023 into their 2024 PTO bank. However, this is strictly unused benefit time that was earned in 2023, no more.

Third, some employees negotiated additional vacation time upon hire than what is normally offered. These employees were concerned that they would be losing time by moving to the PTO model where vacation is no longer available, and years of service is the indicator of the number of PTO days received. To account for this, we will consider how many total days these employees have currently and move them up the accrual schedule to the nearest point to which they would not be losing any time. They will remain at that earning rate until they have caught up to the years of service portion and continue to advance on the model. We are also allowing for the flexibility to offer lateral transfers for experienced external employees looking to come to Winnebago County in the future.

## Was there any employee feedback you were not able to address?

We were not able to cover all employees' areas of concerns based on different reasons. However, we believe that this plan provides the biggest impact for greatest number of people. There were some common themes that came up.

The first concern that there will no longer be a difference in benefit time for supervisors and employees. There is no policy in our current handbook that supervisory positions earn more vacation than non-supervisory positions. Based on market conditions, it has been a common practice over the past several years to offer additional vacation the first several years for supervisory positions. Those differences are eliminated by the 5<sup>th</sup> year when all employees earn 3-weeks of vacation in the current system. One of the goals of PTO is to unify all processes, including this difference. However, Human Resources will still have the ability to take into consideration market forces when extending job offers to both supervisory and non-supervisory positions.

Second, employees would like to see a higher PTO payout and payout of the ELB. While that would be a great benefit to offer, we did investigate paying out the entire PTO bank of 60 days, and that was simply not fiscally possible. The cost associated with that level of payout is far too high at this point. Again, we are looking to set up a framework that allows for some of these improvements to potentially be made in the future depending on market.

Third, there was a concern that the PTO accrual starts at 0 and that employees must earn time before they use it. PTO is a common practice for most private sector organizations, and new hires coming here from private sector will be used to this way of accruing time off benefits. Our time off plan is robust enough that even new hires will be able to save up reasonable amounts of time within their first few months of employment. We do not want to continue this practice as it loses too much money and it is not consistent with how pre 2019 employees earn time off. However, this plan does allow us flexibility to potentially advance a new hire some time in the offer negotiation phase if we find that advantageous.

We heard some feedback from some long-term employees that they would like to be provided a richer benefit above 19 years of service. Under the current system, an employee reaches the top of the vacation schedule at year 20. We could have suggested a system that would have increased the number of years between accruing additional PTO days (taking longer to reach the maximum) and making it appear that longer years of service would earn additional PTO. However, for recruitment purposes, shorter earnings intervals are advantageous; and for retention purposes, reaching the maximum more quickly provides a greater benefit the longer an employee stays with the County.

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Map Amendment 2023-ZC-6450 filed with the County Clerk by:

E ST PIERRE, Town of NEENAH and referred to the Planning and Zoning Committee on September 19, 2023 and

WHEREAS, a Public Hearing was held on September 26, 2023, pursuant to mailed and published notice as provided by law on the following:

**PROPERTY INFORMATION:**

*Owner(s) of Property:* E ST PIERRE

*Agent(s):* NONE

*Location of Premises Affected:* 507 VASSAR LN

*Legal Description:* Being part of the W 1/2 of the SW 1/4 of Section 30, Township 20 North, Range 17 East, Town of Neenah, Winnebago County, Wisconsin.

*Tax Parcel No.:* 010-031502

*Sewer:* Existing; ~~Private System~~ **Municipal**

*Overlay:* Wetlands

WHEREAS, Applicant is requesting a rezoning to R-1 Rural Residential and

WHEREAS, we have received notification from the Town of NEENAH recommending APPROVAL and

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

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending APPROVAL by a vote of 4-0.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed ordinance is hereby: ☐ ADOPTED ☐ DENIED

---

For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 10/001/23**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2023-ZC-6450 as follows:

Being part of the W 1/2 of the SW 1/4 of Section 30, Township 20 North, Range 17 East, Town of Neenah,  
Winnebago County, Wisconsin.

FROM: A-2 General Agriculture  
TO: R-1 Rural Residential

Adopted / Denied this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

Thomas Egan, Chairperson

ATTEST:  
Julie Barthels, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20 \_\_\_\_.

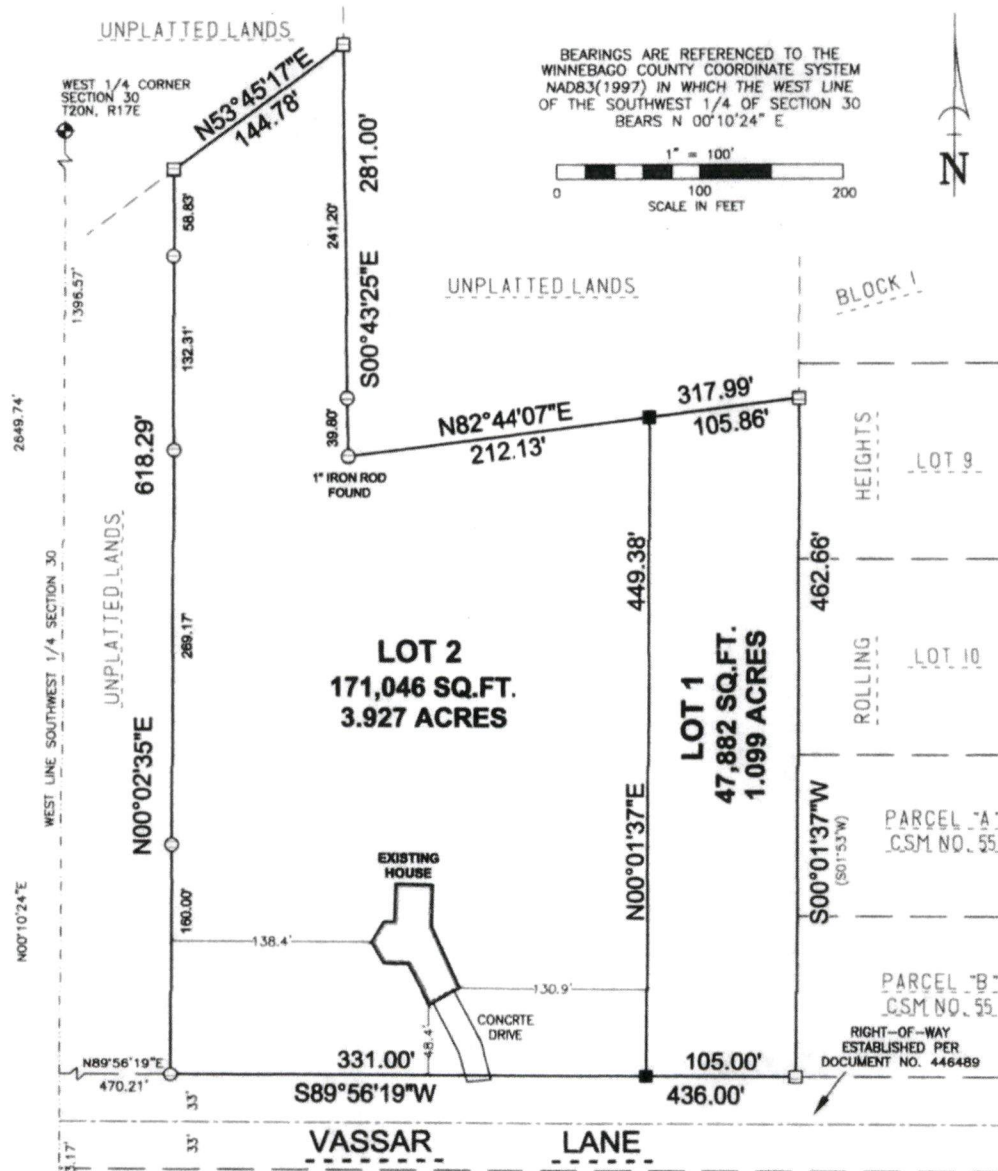
\_\_\_\_\_  
JON DOEMEL, COUNTY EXECUTIVE

County Board Supervisory district: 9

#31775

C. Rowe  
Log # 6308ZONING  
920 232-3344

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_**  
**PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF**  
**SECTION THIRTY (30), TOWNSHIP TWENTY (20) NORTH,**  
**RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,**  
**WINNEBAGO COUNTY, WISCONSIN.**



Martenson &amp; Eisele, Inc.



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

Planning  
 Environmental  
 Surveying  
 Engineering  
 Architecture

SURVEY FOR:  
 ELLEN A. ST. PIERRE  
 507 VASSAR LANE  
 NEENAH, WI 54956-3532

PROJECT NO. 1-1804-001  
 FILE 1-1804-001CSM SHEET 1 OF 3  
 THIS INSTRUMENT WAS DRAFTED BY: G.SMITH



CERTIFIED SURVEY MAP NO. \_\_\_\_\_

PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION THIRTY (30),  
TOWNSHIP TWENTY (20) NORTH, RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,  
WINNEBAGO COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, MICHAEL L. ROUBAL, LAND SURVEYOR, DO HEREBY CERTIFY:

THAT I HAVE SURVEYED, MAPPED, AND DIVIDED AT THE DIRECTION OF ELLEN A. ST. PIERRE, THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4, SECTION 30, TOWNSHIP 20 NORTH, RANGE 17 EAST, TOWN OF NEENAH, WINNEBAGO COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT SOUTHWEST CORNER OF SAID SECTION 30; THENCE NORTH 00 DEGREES 10 MINUTES 24 SECONDS EAST ALONG THE WEST LINE OF SAID SECTION 30, A DISTANCE OF 1253.17 FEET; THENCE NORTH 89 DEGREES 56 MINUTES 19 SECONDS EAST ALONG THE NORTH RIGHT-OF-WAY OF VASSAR LANE, A DISTANCE OF 470.21 FEET, TO THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 02 MINUTES 35 SECONDS EAST, A DISTANCE OF 618.29 FEET; THENCE NORTH 53 DEGREES 45 MINUTES 17 SECONDS EAST, A DISTANCE OF 144.78 FEET; THENCE SOUTH 00 DEGREES 43 MINUTES 25 SECONDS EAST, A DISTANCE OF 281.00 FEET; THENCE NORTH 82 DEGREES 44 MINUTES 07 SECONDS EAST, A DISTANCE OF 317.99 FEET; THENCE SOUTH 00 DEGREES 01 MINUTES 37 SECONDS WEST ALONG THE WEST LINE OF ROLLING HEIGHTS SUBDIVISION AND LOTS "A" AND "B" OF CERTIFIED SURVEY MAP NUMBER 55, A DISTANCE OF 462.66 FEET; THENCE SOUTH 89 DEGREES 56 MINUTES 19 SECONDS WEST ALONG THE NORTH RIGHT-OF-WAY OF VASSAR LANE, A DISTANCE OF 436.00 FEET, TO THE POINT OF BEGINNING. CONTAINING 218,928 SQUARE FEET [5.027 ACRES] SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE FULLY COMPLIED WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND WITH THE TOWN OF NEENAH AND WINNEBAGO COUNTY SUBDIVISION ORDINANCE IN SURVEYING, MAPPING AND DIVIDING THE SAME.

THAT THIS MAP IS A CORRECT REPRESENTATION OF ALL THE EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE COMBINATION THEREOF.

GIVEN UNDER MY HAND THIS 26TH DAY OF JUNE, 2023.

MICHAEL L. ROUBAL, REG. WI LAND SURVEYOR S-2442

THIS CERTIFIED SURVEY MAP IS CONTAINED WHOLLY WITHIN THE PROPERTY DESCRIBED IN THE FOLLOWING RECORDED INSTRUMENTS

OWNERS OF RECORD:

ELLEN A. ST. PIERRE

RECORDING INFORMATION:

DOCUMENT NO. 1846251

PARCEL NUMBERS:

010031502

CITY OF NEENAH EXTRA TERRITORIAL APPROVAL:

THIS CERTIFIED SURVEY MAP WAS APPROVED BY THE CITY OF NEENAH.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

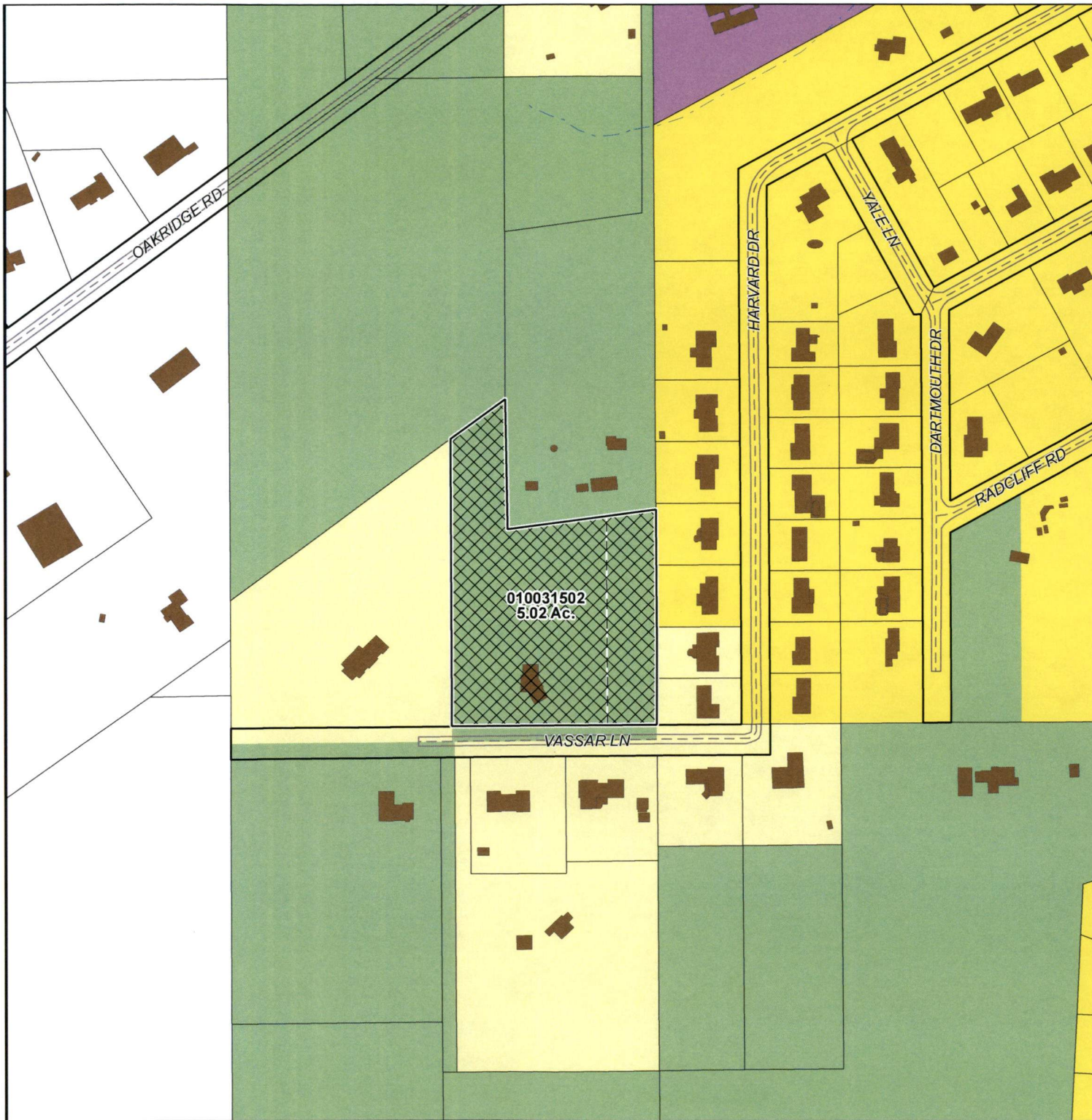
CITY CLERK

PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SECTION THIRTY (30),  
TOWNSHIP TWENTY (20) NORTH, RANGE SEVENTEEN (17) EAST, TOWN OF NEENAH,  
WINNEBAGO COUNTY, WISCONSIN.

DATED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2023.

PROJECT NO. 1-1804-001  
SHEET 3 OF 3





## Application #23-ZC-6450

Date of Hearing:

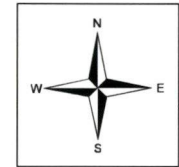
September 26, 2023

Owner(s):

ST PIERRE, ELLEN A

Subject Parcel(s):

010031502



Winnebago County  
WINGS Project

**Scale**

1 inch : 300 feet

## County Zoning Districts

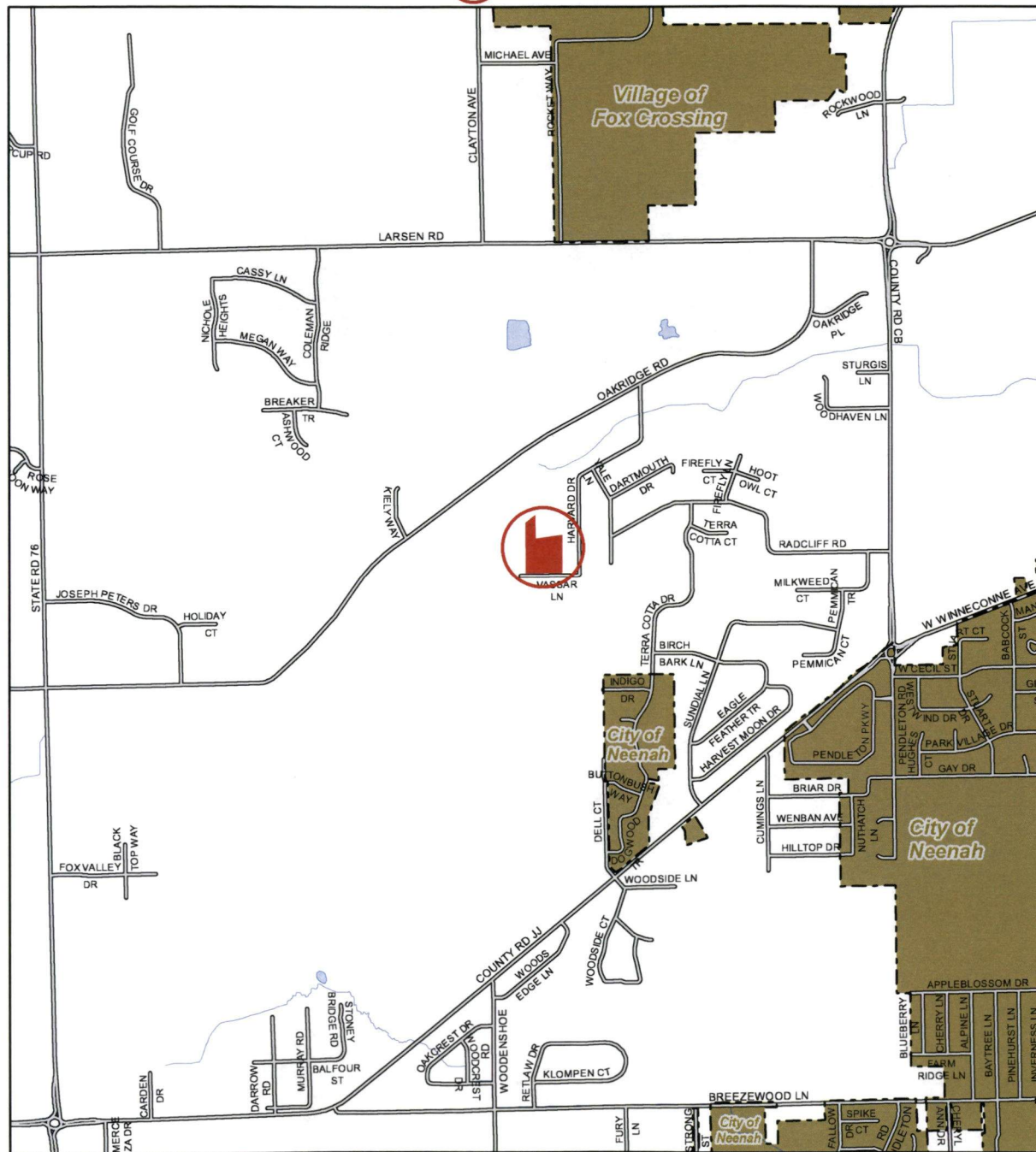
R-1	PDD	B-1
R-2	A-1	B-2
R-3	A-2	B-3
R-4	I-1	M-1
R-8	I-2	Town Zoning

City of Oshkosh Extraterritorial  
Zoning Jurisdiction

Incorporated Area



○ = SITE



1 inch : 2,000 feet

Application #23-ZC-6450

Date of Hearing:

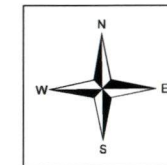
September 26, 2023

Owner(s):

ST PIERRE, ELLEN A

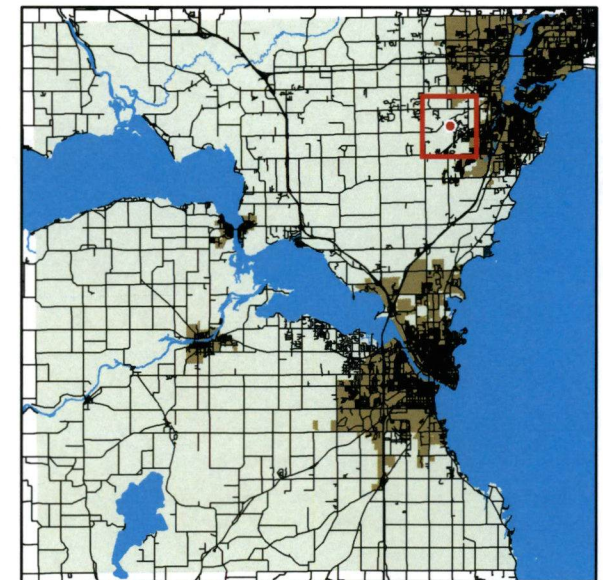
Subject Parcel(s):

010031502



Winnebago County  
WINGS Project

● = SITE



WINNEBAGO COUNTY

1   **270-102023**

2  
3   **RESOLUTION:**   AWARDING THE SALE OF \$9,900,000 GENERAL OBLIGATION PROMISSORY  
4                               NOTES

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

7               **WHEREAS**, on September 19, 2023, the County Board of Supervisors of Winnebago County,  
8   Wisconsin (the "County"), by a vote of at least 3/4ths of the members-elect, adopted an initial resolution  
9   (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in  
10   an amount not to exceed \$9,900,000 for the public purpose of paying the cost of constructing,  
11   remodeling, demolishing and improving roads, highways, buildings, parks and sites including projects at  
12   the University of Wisconsin Oshkosh-Fox Cities campus and acquiring land, furnishings, fixtures and  
13   equipment (collectively, the "Project"); and

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

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

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

24  
25              Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there  
26   shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes and the Initial Resolution,  
27   the principal sum of NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000)  
28   from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is  
29   hereby accepted and the Chairperson and County Clerk or other appropriate officers of the  
30   County are authorized and directed to execute an acceptance of the Proposal on behalf of the  
31   County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby  
32   authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on  
33   behalf of and in the name of the County, the Notes aggregating the principal amount of NINE  
34   MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000) for the sum set forth on  
35   the Proposal, plus accrued interest to the date of delivery.

36  
37              Section 2. Terms of the Notes. The Notes shall be designated "General Obligation  
38   Promissory Notes"; shall be issued in the aggregate principal amount of \$9,900,000; shall be  
39   dated November 9, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof;  
40   shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on  
41   April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary



42 attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be  
43 payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024.  
44 Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be  
45 rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of  
46 principal and interest payments due on the Notes is set forth on the Debt Service Schedule  
47 attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").  
48

49 Section 3. Redemption Provisions. The Notes maturing on April 1, 2031 and thereafter  
50 shall be subject to redemption prior to maturity, at the option of the County, on October 1, 2030  
51 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part,  
52 from maturities selected by the County, and within each maturity by lot, at the principal amount  
53 thereof, plus accrued interest to the date of redemption.

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

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

63 Section 5. Tax Provisions.

64 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the  
65 principal of and interest on the Notes as the same becomes due, the full faith, credit and  
66 resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of  
67 the taxable property of the County a direct annual irrepealable tax in the years 2023 through  
68 2032 for the payments due in the years 2024 through 2033 in the amounts set forth on the  
69 Schedule.

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

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

83                   Section 6. Segregated Debt Service Fund Account.

84  
85                   (A) Creation and Deposits. There shall be and there hereby is established in the  
86 treasury of the County, if one has not already been created, a debt service fund, separate and distinct  
87 from every other fund, which shall be maintained in accordance with generally accepted accounting  
88 principles. Debt service or sinking funds established for obligations previously issued by the County may  
89 be considered as separate and distinct accounts within the debt service fund.

90  
91                   Within the debt service fund, there hereby is established a separate and distinct account  
92 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated  
93 November 9, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the  
94 indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited  
95 into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery  
96 of and payment for the Notes; (ii) any premium which may be received by the County above the par value  
97 of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any  
98 amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due;  
99 (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when  
100 due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as  
101 may be required by Section 67.11, Wisconsin Statutes.

102  
103                   (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund  
104 Account and appropriated for any purpose other than the payment of principal of and interest on the  
105 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the  
106 funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt  
107 of taxes from the next succeeding tax collection may be invested in direct obligations of the United States  
108 of America maturing in time to make such payments when they are due or in other investments permitted  
109 by law; and (ii) any funds over and above the amount of such principal and interest payments on the  
110 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be  
111 invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes,  
112 or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted  
113 Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any  
114 investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal  
115 Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the  
116 "Regulations").

117  
118                   (C) Remaining Monies. When all of the Notes have been paid in full and canceled, and  
119 all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be  
120 transferred and deposited in the general fund of the County, unless the County Board of Supervisors  
121 directs otherwise.

122  
123                   Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of  
124 the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be  
125 paid at the time of the delivery of the Notes into the Debt Service Fund Account created above)  
126 shall be deposited into a special fund (the "Borrowed Money Fund") separate and distinct from  
127 all other funds of the County and disbursed solely for the purpose or purposes for which



128 borrowed. In no event shall monies in the Borrowed Money Fund be used to fund operating  
129 expenses of the general fund of the County or of any special revenue fund of the County that is  
130 supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested  
131 in Permitted Investments. Any monies, including any income from Permitted Investments,  
132 remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have  
133 been issued have been accomplished, and, at any time, any monies as are not needed and which  
134 obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service  
135 Fund Account.

136 Section 8. No Arbitrage. All investments made pursuant to this Resolution shall be Permitted  
137 Investments, but no such investment shall be made in such a manner as would cause the Notes to be  
138 "arbitrage bonds" within the meaning of Section 148 of the Code or the Regulations and an officer of the  
139 County, charged with the responsibility for issuing the Notes, shall certify as to facts, estimates,  
140 circumstances and reasonable expectations in existence on the date of delivery of the Notes to the  
141 Purchaser which will permit the conclusion that the Notes are not "arbitrage bonds," within the meaning of  
142 the Code or Regulations.

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

156  
157 (b) The County also covenants to use its best efforts to meet the requirements and  
158 restrictions of any different or additional federal legislation which may be made applicable to the Notes  
159 provided that in meeting such requirements the County will do so only to the extent consistent with the  
160 proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a  
161 reasonable period of time in which to comply.

162  
163 Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be  
164 issued in printed form, executed on behalf of the County by the manual or facsimile signatures of  
165 the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined  
166 below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to  
167 the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to  
168 the date of delivery (the "Closing"). The facsimile signature of either of the officers executing  
169 the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless  
170 the County has contracted with a fiscal agent to authenticate the Notes, at least one of the  
171 signatures appearing on each Note shall be a manual signature. In the event that either of the  
172 officers whose signatures appear on the Notes shall cease to be such officers before the Closing,

such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.



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

225  
226       Section 16. Undertaking to Provide Continuing Disclosure. The County hereby  
227 covenants and agrees, for the benefit of the owners of the Notes, to enter into a written  
228 undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of  
229 certain financial information and operating data and timely notices of the occurrence of certain  
230 events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the  
231 Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and  
232 the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific  
233 performance of the obligations thereunder and any failure by the County to comply with the  
234 provisions of the Undertaking shall not be an event of default with respect to the Notes).

235  
236       To the extent required under the Rule, the Chairperson and County Clerk, or other officer  
237 of the County charged with the responsibility for issuing the Notes, shall provide a Continuing  
238 Disclosure Certificate for inclusion in the transcript of proceedings, setting forth the details and  
239 terms of the County's Undertaking.

240  
241       Section 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings  
242 as a separate record book (the "Record Book") and shall record a full and correct statement of every step  
243 or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

244  
245       Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond  
246 insurance with respect to the Notes, the officers of the County are authorized to take all actions  
247 necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are  
248 authorized to agree to such additional provisions as the bond insurer may reasonably request and  
249 which are acceptable to the Chairperson and County Clerk including provisions regarding  
250 restrictions on investment of Note proceeds, the payment procedure under the municipal bond  
251 insurance policy, the rights of the bond insurer in the event of default and payment of the Notes  
252 by the bond insurer and notices to be given to the bond insurer. In addition, any reference  
253 required by the bond insurer to the municipal bond insurance policy shall be made in the form of  
254 Note provided herein.

255  
256       Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other  
257 actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall  
258 be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or  
259 more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall

not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Fiscal Note:

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

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

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

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

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



EXHIBIT A

Note Purchase Agreement

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

(See Attached)

## NOTE PURCHASE AGREEMENT

October 17, 2023

Mr. Thomas Egan, Chairperson  
and Members of the County Board of Supervisors  
Winnebago County  
112 Otter Avenue  
Oshkosh, WI 54901

Dear Mr. Egan and Members of the County Board of Supervisors:

Robert W. Baird & Co. Incorporated (the "Underwriter") hereby offers to enter into this Note Purchase Agreement (the "Agreement") with Winnebago County (the "Issuer") for the purchase by the Underwriter and sale by the Issuer of all its \$9,900,000.00 General Obligation Promissory Notes (the "Securities"), to be dated November 9, 2023. This offer is made subject to acceptance by the Issuer on October 17, 2023. The Securities shall mature, bear interest at the rates, have such terms and be payable at the times, all as set forth in Exhibit A attached hereto. The issuance and terms of the Securities will be duly authorized and adopted by the Issuer by a resolution dated October 17, 2023 (the "Resolution").

Upon the terms and conditions and upon the basis of the representations herein set forth, the Underwriter hereby agrees to purchase from the Issuer and the Issuer hereby agrees to sell to the Underwriter, all (but not less than all) the Securities, at a price of \$10,066,583.05 (representing the principal amount of the Securities, plus original issue premium of \$285,333.05, less underwriter's discount of \$118,750.00), plus accrued interest, if any, from the dated date to the date of Closing (as defined below). The underwriter's discount will include \$44,500.00 of costs of issuance to be paid by the Underwriter on behalf of the Issuer.

The closing shall occur on November 9, 2023, at a time to be determined, or on such other date mutually agreeable to the Issuer and the Underwriter (the "Closing"). The Securities will be delivered as fully registered bonds, bearing proper CUSIP numbers, and registered in the name of Cede & Co., as nominee of The Depository Trust Company, which will act as securities depository for the Securities.

The Issuer confirms that the Preliminary Official Statement (including any addenda or amendments thereto) delivered to the Underwriter was and hereby is "deemed final" as of its date by the Issuer for purposes of Rule 15c2-12 under the Securities Exchange Act of 1934 (the "Rule"), and the Issuer consented to its distribution and use by the Underwriter prior to the date hereof in connection with the public offering and sale of the Securities.

The Securities are being purchased subject to satisfaction of the following conditions at Closing:

1. The Issuer agrees to take such action as necessary so that the Underwriter will be in receipt of a final Official Statement (the "Official Statement") within seven (7) business days after the date hereof and in sufficient time to accompany any confirmation that requests payment from any customer, and in sufficient quantity to comply with paragraph (b)(4) of the Rule and applicable rules of the Municipal Securities Rulemaking Board (the "MSRB"). The Issuer hereby authorizes and approves the Official Statement and consents to the use and distribution of the Official Statement by the Underwriter in connection with the public offering and sale of the Securities. At the time of or prior to the Closing, the Underwriter will file, or cause to be filed, the Official Statement with the MSRB.
2. If applicable, the current rating on the Securities or on the insurer of the Securities shall not have been lowered, put on negative outlook, suspended or withdrawn by an applicable credit ratings agency.
3. Bond Counsel shall provide an unqualified approving opinion in form and substance satisfactory to the Underwriter.
4. The Issuer shall execute and deliver a written undertaking to provide ongoing disclosure for the benefit of holders of the Securities as required by the Rule, subject to any applicable exemptions under the Rule.
5. The Issuer shall deliver true and complete copies of the Resolution authorizing the issuance and sale of the Securities, which shall be in full force and effect.
6. The Issuer shall deliver one or more closing, compliance, tax and other certificates from its duly authorized representatives as the Underwriter may reasonably request.



7. The Underwriter has not cancelled their obligation to purchase the Securities or terminated this Agreement by written notice to the Issuer following the occurrence, escalation or existence of the following events as of the Closing: (a) any legislation or development adversely affecting the legality of the issuance, sale or delivery of the Securities or the tax treatment of interest to be received on the Securities; (b) any outbreak or escalation of hostilities, a declaration of war by the United States, a national emergency or other national or international calamity or crisis materially affecting the financial markets of the United States or elsewhere; (c) a material disruption in securities settlement, payment or clearance services affecting the Securities or the ability of the Underwriter to enforce contracts for the sale of the Securities, or a new restriction on transactions in securities materially affecting the market for securities (including the imposition of any limitation on interest rates) or extension of credit by, or a charge to the net capital requirements of underwriters; (d) a general banking moratorium shall have been declared by authorities having jurisdiction and be in force; (e) a general suspension of trading on the New York Stock Exchange or other major exchange shall be in force, or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for securities shall have been required and be in force on any such exchange, whether by virtue of determination by that exchange or by order of the SEC or any other governmental authority having jurisdiction; (f) an event or circumstance that either makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or is not reflected in the Official Statement but should be reflected therein in order to make the statements contained therein not misleading in any material respect; (g) a decision by a court of the United States shall be rendered, or a stop order, release, regulation or no-action letter by or on behalf of the SEC or any other governmental agency having jurisdiction, to the effect that the issuance, offering or sale of the Securities, including any underlying obligations as contemplated by this Agreement or by the Official Statement, or any document related to the issuance, offering or sale of Securities, is or would be in violation of any provision of the federal securities laws at the Closing Date, including the Securities Act, the Exchange Act and the Resolution.

The Underwriter agrees to assist the Issuer in establishing the issue price of the Securities and shall execute and deliver to the Issuer at Closing an "issue price" or similar certificate, together with the supporting pricing wires or equivalent communications, substantially in the form attached hereto as Exhibit B, with such modifications as may be appropriate or necessary, in the reasonable judgment of the Underwriter, the Issuer and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the Securities.

The Underwriter confirms that it has offered the Securities to the public on or before the date of this Note Purchase Agreement at the offering price or prices (the "initial offering price"), or at the corresponding yield or yields, set forth in Schedule A attached to the form of Underwriter's Certificate which is attached hereto, except as otherwise set forth therein. Schedule A attached to the form of Underwriter's Certificate also sets forth, as of the date of this Note Purchase Agreement, the maturities, if any, of the Securities for which the 10% test has not been satisfied and for which the Issuer and the Underwriter agree that the restrictions set forth in the next sentence shall apply, which will allow the Issuer to treat the initial offering price to the public of each such maturity as of the sale date as the issue price of that maturity (the "hold-the-offering-price rule"). So long as the hold-the-offering-price rule remains applicable to any maturity of the Securities, the Underwriter will neither offer nor sell unsold Securities of that maturity to any person at a price that is higher than the initial offering price to the public during the period starting on the sale date and ending on the earlier of the following: (1) the close of the fifth (5th) business day after the sale date; or (2) the date on which the Underwriter has sold at least 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public.

The Underwriter shall promptly advise the Issuer when it has sold 10% of that maturity of the Securities to the public at a price that is no higher than the initial offering price to the public, if that occurs prior to the close of the fifth (5th) business day after the sale date.

The Underwriter confirms that any selling group agreement and any retail distribution agreement relating to the initial sale of the Securities to the public, together with the related pricing wires, contains or will contain language obligating each dealer who is a member of the selling group and each broker-dealer that is a party to such retail distribution agreement, as applicable, to

(A) report the prices at which it sells to the public the unsold Securities of each maturity allotted to it until the earlier of the following (I) the close of the fifth (5th) business day after the sale date or (II) it is notified by the Underwriter that either the 10% test has been satisfied as to the Securities of that maturity or all Securities of that maturity have been sold to the public and

(B) comply with the hold-the-offering-price rule, if applicable, in each case if and for so long as directed by the Underwriter. The Issuer acknowledges that, in making the representation set forth in this subsection, the Underwriter will rely on (i) in the event a selling group has been created in connection with the initial sale of the Securities to the public, the agreement of each dealer who is a member of the selling group to comply with the hold-the-offering-price rule, if applicable, as set forth in a selling group agreement and the related pricing wires, and (ii) in the event that a retail distribution agreement was employed in connection with the initial sale of the Securities to the public, the agreement of each broker-dealer that is a party to such agreement to comply with the hold-the-offering-price rule, if applicable, as set forth in the retail distribution agreement and the related pricing wires. The Issuer further acknowledges that the Underwriter shall not be liable for the failure of any dealer who is a member of a selling group, or of any broker-dealer that is a party to a retail distribution agreement, to comply with its corresponding agreement regarding the hold-the-offering-price rule as applicable to the Securities.

The Issuer agrees to indemnify and hold harmless the Underwriter against any and all losses, claims, damages, expenses or liabilities incurred by the Underwriter that arise out of or are based upon any untrue statement or alleged untrue statement of a material fact made in the Preliminary Official Statement or Official Statement or which arise out of or are based upon the omission or alleged omission to state in such connection a material fact required to be stated therein or necessary in order to make the statements made therein not misleading in light of the circumstances under which they are made.

The Underwriter shall be responsible for paying all costs of issuance of the Securities.

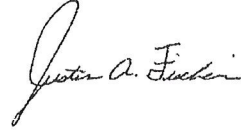
The Issuer acknowledges and agrees that the purchase and sale of the Securities pursuant to this Agreement is an arm's-length commercial transaction between the Issuer and the Underwriter, acting solely as a principal and not as a municipal advisor, financial advisor or agent of the Issuer. The Underwriter has not assumed a financial advisory responsibility in favor of the Issuer with respect to the offering of the Securities or the process leading thereto (whether or not the Underwriter, or any affiliate of the Underwriter, has advised or is currently advising the Issuer on other matters) or any other obligation to the Issuer except the obligations expressly set forth in this Agreement, it being the Issuer's understanding that a financial advisory relationship shall not be deemed to exist when, in the course of acting as an underwriter, a broker, dealer or municipal securities dealer, a person renders advice to an issuer, including advice with respect to the structure, timing, terms and other similar matters concerning a new issue of municipal securities.

Unlike a municipal advisor or financial advisor, the Underwriter does not have a fiduciary duty to the Issuer under the federal securities law and is, therefore, not required by federal law to act in the best interests of the Issuer without regard to its own financial or other interests. Although MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors, the Underwriter's primary role is to purchase the Securities with a view to distribution and it has financial and other interests that differ from those of the Issuer. The Underwriter has a duty to purchase the Securities from the Issuer at a fair and reasonable price, but must balance that duty to sell the Securities to investors at prices that are fair and reasonable. The Underwriter has reviewed the Official Statement for the Securities in accordance with, and as part of, its responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of the transaction.

The Underwriter's compensation in the form of a fee or discount from the public offering price is contingent on the closing of the Offering. Such compensation that is contingent on the closing of a transaction or the size of a transaction presents a conflict of interest because it may cause the Underwriter to recommend a transaction that is unnecessary or to recommend that the transaction be larger than is necessary.

Very truly yours,

ROBERT W. BAIRD & CO. INCORPORATED



By: \_\_\_\_\_

Justin A. Fischer, Managing Director

Date: October 17, 2023

ACCEPTED:

Winnebago County

By: \_\_\_\_\_

Thomas Egan, Chairperson

Date: October 17, 2023

By: \_\_\_\_\_

Julie Barthels, County Clerk

Date: October 17, 2023

*Exhibit A - Debt Service Schedule*

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/09/2023					
04/01/2024	4,690,000	5.000%	195,250	4,885,250	
10/01/2024			130,250	130,250	5,015,500
04/01/2025	470,000	5.000%	130,250	600,250	
10/01/2025			118,500	118,500	718,750
04/01/2026	495,000	5.000%	118,500	613,500	
10/01/2026			106,125	106,125	719,625
04/01/2027	520,000	5.000%	106,125	626,125	
10/01/2027			93,125	93,125	719,250
04/01/2028	545,000	5.000%	93,125	638,125	
10/01/2028			79,500	79,500	717,625
04/01/2029	575,000	5.000%	79,500	654,500	
10/01/2029			65,125	65,125	719,625
04/01/2030	605,000	5.000%	65,125	670,125	
10/01/2030			50,000	50,000	720,125
04/01/2031	635,000	5.000%	50,000	685,000	
10/01/2031			34,125	34,125	719,125
04/01/2032	665,000	5.000%	34,125	699,125	
10/01/2032			17,500	17,500	716,625
04/01/2033	700,000	5.000%	17,500	717,500	
10/01/2033					717,500
	9,900,000		1,583,750	11,483,750	11,483,750

*Exhibit B - Underwriter's Certificate*



Winnebago County, Wisconsin ("County")  
\$9,900,000  
General Obligation Promissory Notes,  
dated November 9, 2023

**UNDERWRITER'S CERTIFICATE**

The undersigned, on behalf of Robert W. Baird & Co. Incorporated ("Baird"), hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the "Notes").

1. ***Sale of the General Rule Maturities.*** As of the date of this Certificate, for each Maturity of the General Rule Maturities, the first price at which at least 10% of such Maturity was sold to the Public is the respective price listed in Schedule A.

2. ***Initial Offering Price of the Hold-the-Offering-Price Maturities.***

(a) Baird offered the Hold-the-Offering-Price Maturities to the Public for purchase at the respective initial offering prices listed in Schedule A (the "Initial Offering Prices") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Notes is attached to this certificate as Schedule B.

(b) Baird has agreed in writing that, (i) for each Maturity of the Hold-the-Offering-Price Maturities, it would neither offer nor sell any of the Notes of such Maturity to any person at a price that is higher than the Initial Offering Price for such Maturity during the Holding Period for such Maturity (the "hold-the-offering-price rule"), and (ii) any selling group agreement shall contain the agreement of each dealer who is a member of the selling group, and any retail distribution agreement shall contain the agreement of each broker-dealer who is a party to the retail distribution agreement, to comply with the hold-the-offering-price rule. Pursuant to such agreement, no Underwriter (as defined below) has offered or sold any Maturity of the Hold-the-Offering-Price Maturities at a price that is higher than the respective Initial Offering Price for that Maturity of the Notes during the Holding Period.

3. ***Defined Terms.***

(a) "General Rule Maturities" means those Maturities of the Notes listed in Schedule A hereto as the "General Rule Maturities."

(b) "Hold-the-Offering-Price Maturities" means those Maturities of the Notes listed in Schedule A hereto as the "Hold-the-Offering-Price Maturities."

(c) "Holding Period" means, with respect to a Hold-the-Offering-Price Maturity, the period starting on the Sale Date and ending on the earlier of (i) the close of the fifth business day after the sale date (October 17, 2023), or (ii) the date on which Baird has sold at least 10% of such Hold-the-Offering-Price Maturity to the Public at prices that are no higher than the Initial Offering Price for such Hold-the-Offering-Price Maturity.

(d) "County" means Winnebago County, Wisconsin.

(e) "Maturity" means Notes with the same credit and payment terms. Notes with different maturity dates, or Notes with the same maturity date but different stated interest rates, are treated as separate maturities.

(f) "Public" means any person (including an individual, trust, estate, partnership, association, company, or corporation) other than an Underwriter or a related party to an Underwriter. The term "related party" for purposes of this certificate generally means any two or more persons who have greater than 50 percent common ownership, directly or indirectly.

(g) "Sale Date" means the first day on which there is a binding contract in writing for the sale of a Maturity of the Notes. The Sale Date of the Notes is October 17, 2023.

(h) "Underwriter" means (i) any person that agrees pursuant to a written contract with the County (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Notes to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Notes to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Notes to the Public).

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents Baird's interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. Baird understands that the foregoing information will be relied upon by the County with respect to certain of the representations set forth in the Tax Exemption Certificate and compliance with the federal income tax rules affecting the Notes, and by Quarles & Brady LLP, Bond Counsel, in connection with rendering its opinion that the interest on the Notes is excluded from gross income for federal income tax purposes, the preparation of the Internal Revenue Service Form 8038-G and other federal income tax advice that it may give to the County from time to time relating to the Notes.

ROBERT W. BAIRD & CO. INCORPORATED

By: \_\_\_\_\_

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

Dated: November 9, 2023



SCHEDULE A  
TO  
UNDERWRITER'S CERTIFICATE

SALE PRICES OF THE GENERAL RULE MATURITIES AND  
INITIAL OFFERING PRICES OF THE HOLD-THE-OFFERING-PRICE-MATURITIES

(See Attached)

## BOND PRICING

Winnebago County (Aa1)  
General Obligation Promissory Notes - FINAL  
NBQ; Callable 10/1/30 or any date thereafter

Note Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Note:									
	04/01/2024	4,690,000	5.000%	3.850%	100.438				20,542.20
	04/01/2025	470,000	5.000%	3.930%	101.434				6,739.80
	04/01/2026	495,000	5.000%	3.860%	102.579				12,766.05
	04/01/2027	520,000	5.000%	3.810%	103.751				19,505.20
	04/01/2028	545,000	5.000%	3.780%	104.893				26,666.85
	04/01/2029	575,000	5.000%	3.830%	105.649				32,481.75
	04/01/2030	605,000	5.000%	3.860%	106.401				38,726.05
	04/01/2031	635,000	5.000%	3.890%	106.652 C	3.953%	10/01/2030	100.000	42,240.20
	04/01/2032	665,000	5.000%	3.930%	106.403 C	4.091%	10/01/2030	100.000	42,579.95
	04/01/2033	700,000	5.000%	3.970%	106.155 C	4.200%	10/01/2030	100.000	43,085.00
9,900,000									285,333.05

Dated Date 11/09/2023  
Delivery Date 11/09/2023  
First Coupon 04/01/2024

Par Amount 9,900,000.00  
Premium 285,333.05

Production 10,185,333.05 102.882152%  
Underwriter's Discount (74,250.00) (0.750000%)  
Cost of Issuance (44,500.00) (0.449495%)

Purchase Price 10,066,583.05 101.682657%  
Accrued Interest

Net Proceeds 10,066,583.05

\* Denotes maturities that have not sold at least 10% and are subject to the hold the price rule.

SCHEDULE B  
TO  
UNDERWRITER'S CERTIFICATE

PRICING WIRE OR EQUIVALENT COMMUNICATION

EXHIBIT B-1

Pricing Summary

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

(See Attached)

## BOND PRICING

Winnebago County (Aa1)  
General Obligation Promissory Notes - FINAL  
NBQ; Callable 10/1/30 or any date thereafter

Note Component	Maturity Date	Amount	Rate	Yield	Price	Yield to Maturity	Call Date	Call Price	Premium (-Discount)
Serial Note:									
	04/01/2024	4,690,000	5.000%	3.850%	100.438				20,542.20
	04/01/2025	470,000	5.000%	3.930%	101.434				6,739.80
	04/01/2026	495,000	5.000%	3.860%	102.579				12,766.05
	04/01/2027	520,000	5.000%	3.810%	103.751				19,505.20
	04/01/2028	545,000	5.000%	3.780%	104.893				26,666.85
	04/01/2029	575,000	5.000%	3.830%	105.649				32,481.75
	04/01/2030	605,000	5.000%	3.860%	106.401				38,726.05
	04/01/2031	635,000	5.000%	3.890%	106.652 C	3.953%	10/01/2030	100.000	42,240.20
	04/01/2032	665,000	5.000%	3.930%	106.403 C	4.091%	10/01/2030	100.000	42,579.95
	04/01/2033	700,000	5.000%	3.970%	106.155 C	4.200%	10/01/2030	100.000	43,085.00
		9,900,000							285,333.05

Dated Date	11/09/2023	
Delivery Date	11/09/2023	
First Coupon	04/01/2024	
Par Amount	9,900,000.00	
Premium	285,333.05	
Production	10,185,333.05	102.882152%
Underwriter's Discount	(74,250.00)	(0.750000%)
Cost of Issuance	(44,500.00)	(0.449495%)
Purchase Price	10,066,583.05	101.682657%
Accrued Interest		
Net Proceeds	10,066,583.05	

EXHIBIT B-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

## BOND DEBT SERVICE

Winnebago County (Aa1)  
 General Obligation Promissory Notes - FINAL  
 NBQ; Callable 10/1/30 or any date thereafter

Dated Date 11/09/2023  
 Delivery Date 11/09/2023

Period Ending	Principal	Coupon	Interest	Debt Service	Annual Debt Service
11/09/2023					
04/01/2024	4,690,000	5.000%	195,250	4,885,250	
10/01/2024			130,250	130,250	5,015,500
04/01/2025	470,000	5.000%	130,250	600,250	
10/01/2025			118,500	118,500	718,750
04/01/2026	495,000	5.000%	118,500	613,500	
10/01/2026			106,125	106,125	719,625
04/01/2027	520,000	5.000%	106,125	626,125	
10/01/2027			93,125	93,125	719,250
04/01/2028	545,000	5.000%	93,125	638,125	
10/01/2028			79,500	79,500	717,625
04/01/2029	575,000	5.000%	79,500	654,500	
10/01/2029			65,125	65,125	719,625
04/01/2030	605,000	5.000%	65,125	670,125	
10/01/2030			50,000	50,000	720,125
04/01/2031	635,000	5.000%	50,000	685,000	
10/01/2031			34,125	34,125	719,125
04/01/2032	665,000	5.000%	34,125	699,125	
10/01/2032			17,500	17,500	716,625
04/01/2033	700,000	5.000%	17,500	717,500	
10/01/2033					717,500
	9,900,000		1,583,750	11,483,750	11,483,750



EXHIBIT C

(Form of Note)

REGISTERED  
NO. R-\_\_\_\_

UNITED STATES OF AMERICA  
STATE OF WISCONSIN  
WINNEBAGO COUNTY  
GENERAL OBLIGATION PROMISSORY NOTE

DOLLARS  
\$ \_\_\_\_\_

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:

April 1, \_\_\_\_\_ November 9, 2023 \_\_\_\_\_ % \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

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

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$9,900,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of constructing, remodeling, demolishing and improving roads, highways, buildings, parks and sites including projects at the University of Wisconsin Oshkosh-Fox Cities campus and acquiring land, furnishings, fixtures and equipment, as authorized by resolutions adopted on September 19, 2023 and October 17, 2023. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2031 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2030 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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



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

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

WINNEBAGO COUNTY, WISCONSIN

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

(SEAL)

By: \_\_\_\_\_  
Julie A. Barthels  
County Clerk

ASSIGNMENT

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

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

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

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

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

Signature Guaranteed:

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

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

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

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



## 2023 Potential Borrowing Projects - Winnebago County

Department	Project Description	Cost	
Airport	Plow Truck	140,000	Resolution 194-022023
Facilities	Courthouse Fourth Floor Ceiling Repairs - 4136	155,000	Resolution 194-022023
Facilities	Courthouse Fall Protection Install - 4138	125,000	Resolution 194-022023
Facilities	Facility Masonry Maintenance Program - 4139	162,000	Resolution 194-022023
PVHC	Fire Alarm Replacement	113,640	Resolution 194-022023
Facilities	Roof Replacement Program - 4141	275,624	Resolution 194-022023
Facilities	Shelter Care Building - 1025-58001 & 58002	1,000,000	Resolution #137-112022
Facilities	Neenah DHS Chiller Replacement - 4135	180,000	Resolution #138-112022
Facilities	OHS Elevator Repairs - 4142	230,000	Resolution #187-022023
Facilities	Green Acres Land Purchase and renovation	340,000	Resolution 247-072023
Facilities	OHS Elevator Repairs Add'l funding	48,000	Resolution 218-042023
Highway	CTH F (Omro - CTH D) - 4762	1,626,818	Resolution 194-022023
Highway	CTH II (USH 45 to North County Line) - 4825	1,886,385	Resolution 194-022023
Highway	CTH JJ (CTH CB to STH 76) - 4830	929,600	Resolution 194-022023
Highway	CTH P (Midway Road - STH 47) - 4887	150,000	Resolution 194-022023
Highway	Highway Department shop renovation & repair	600,000	Resolution 194-022023
Information Technology	Redundant Fiber Loop - 4517	542,600	Resolution 194-022023
Parks	Repair and improvement of the Waukau Creek Dam - 4327	230,000	Resolution 194-022023
Sheriff	Jail Wiring and Camera - 4518	350,000	Resolution 194-022023
Sheriff	Dispatch Console Work Station Replacement - 4519	260,000	Resolution 194-022023
PVHC	Park View Health Center 3 water heaters	30,500	Resolution 217-042023
UW Fox Cities	UWO-FOX, Barlow Planetarium Updates - 4324	77,500	Resolution 194-022023
UW Fox Cities	UWO-FOX, HVAC Controls replacement - 4328	44,165	Resolution 194-022023
UW Fox Cities	UWO Fox Cities - Library Roof Replacement - 4329	175,000	Resolution 194-022023
UW Fox Cities	UWO-FOX, Replace Science Wing Windows - 4330	232,050	Resolution 194-022023
Total Cost		9,903,882	

**ALL DEBT SERVICE FUND BORROWING**

100% \$

9,900,000





1 271-102023

2

3 **RESOLUTION: Authority to Execute an Agreement with Wisconsin Sign Company, LLC, for the**  
4 **Purpose of Installing a New Marquee Sign on Sunnyview Exposition Property**  
5 **following Removal of the Existing Marquee Sign by Winnebago County**  
6

7

8

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

9 **WHEREAS**, along Jackson Street, the Sunnyview Exposition Center has a yellow sign with an electronic  
10 marquee, which was installed over three decades ago and is no longer operational, efficient, or effective; and

11 **WHEREAS**, Winnebago County has been approached by a community sign company, Wisconsin Sign  
12 Company, LLC, for the purpose of removing the existing sign and installing a new Sunnyview Exposition Sign and LED  
13 video board at minimal cost to the county; and

14 **WHEREAS**, should Winnebago County choose to own and operate a new sign, the estimated cost is between  
15 \$150,000 and \$250,000; and

16 **WHEREAS**, Wisconsin Sign is proposing to own the sign through an agreement while Winnebago County  
17 would receive payments to cover rent and utilities from Wisconsin Sign and up to 10% of the advertisement space on  
18 the new video board; and

19 **WHEREAS**, Wisconsin Sign will be required to pay for the installation of the new multi-media sign and sell  
20 advertising space on the new marquee sign.

21

22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it authorizes  
23 Winnebago County administration to negotiate and enter into a ten-year agreement with Wisconsin Sign Company,  
24 LLC, for the purpose of installing a new multi-media sign on the Sunnyview Exposition Center property after the removal  
25 of the existing marquee sign by Winnebago County provided the following provisions are included in the agreement:

- 26 1) the Town of Oshkosh issues a conditional use permit for the sign;  
27 2) Wisconsin Sign Company, LLC, pays for all utilities;  
28 3) After removal of the existing sign, Winnebago County bears no responsibility for the installation or maintenance  
29 of the new multi-media sign;  
30 4) Advertisements on the sign are appropriate for display on Winnebago County property, follow all Winnebago  
31 County rules and regulations, and are reviewable by the County Executive or designee;  
32 5) No less than ten percent (10%) of the advertising time is available to Winnebago County free of charge.

33 **BE IT FURTHER RESOLVED** that the agreement may be extended for an additional ten-year period with approval  
34 of the Parks and Recreation Committee.

35 *Fiscal Impact: There will be some minor costs for removing the existing marquee sign. Staff estimate this amount to*  
36 *be no more than \$5,000 and will be covered by the Parks Department operational budget. It is estimated that rent will*  
37 *be between \$4,000 and \$6,000 annually. Rent will be added to the park's revenue similar to any other event lease.*

38

39 Respectfully submitted by:

40 **PARKS AND RECREATION COMMITTEE**

41 Committee Vote: **4-0**

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

43

44 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

45

46

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Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



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

DATE: October 10, 2023  
FROM: Adam Breest, Parks Director  
RE: Sunnyview Exposition Center Sign Replacement

## **General Description:**

The county marquee sign on Jackson St/ Hwy 76 is no longer function. The county has a firm who would like to erect a sign, which would sell advertising.

## **Requested Action:**

The Parks and Recreation Committee recommends authorizing county administration to negotiate and enter into a ten-year agreement with Wisconsin Sign Company, LLC, for the purpose of installing a new multi-media sign on the Sunnyview Exposition Center.

## **Procedural Steps:**

Parks and Recreation Committee  
Action taken: APPROVED  
County Board

Meeting date: 8/8/23  
Vote: 4-0  
Meeting date: 10/17/23

## **Background:**

In 2022, the Winnebago County Executive's Office was approached by a company that was interested in leasing land for the purpose of erecting a sign on County property. Staff recommended proposing the possibility of replacing the current Sunnyview Exposition marquee sign along Jackson Street.

Wisconsin Sign Company LLC has proposed erecting a new sign on County Property. Wisconsin Sign Company LLC will pay monthly rent and utilities. This will be another revenue source for the Parks Department while also replacing our current sign that no longer functions properly and is beginning to rust. Winnebago County would be given advertising time on the sign as well.

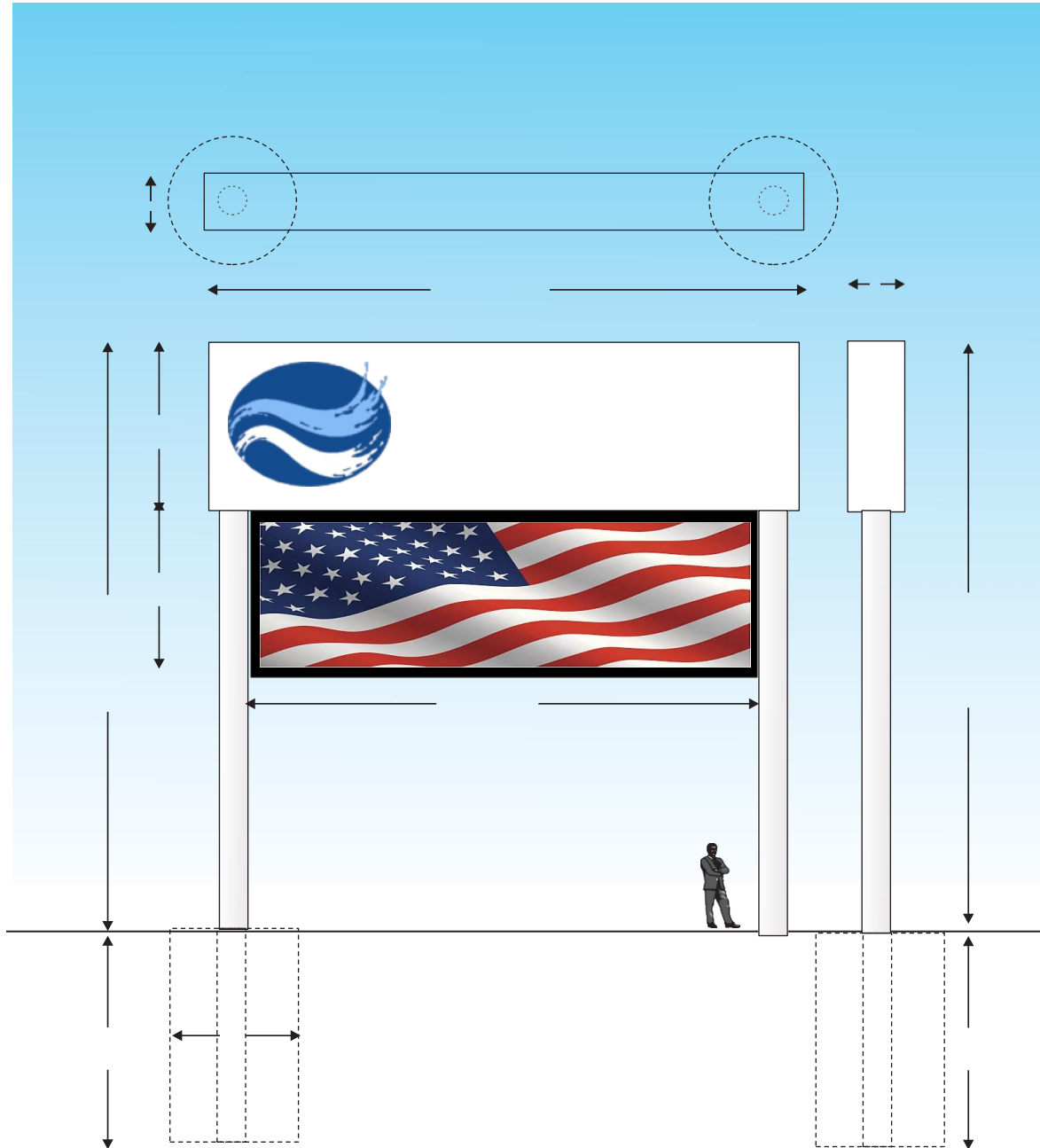
A new sign would cost the county over \$100,000. Under this proposal, the county would remove the sign and not be responsible for the construction or maintenance of the new sign, while being able to hold the company accountable to ensure a properly functioning sign. The current sign has not worked properly for years and provides no revenue.

The resolution requires the following provisions to the agreement:

1. The Town of Oshkosh issues a conditional use permit for the sign.
2. Wisconsin Sign Company, LLC, pays for all utilities.
3. After removal of the existing sign, Winnebago County bears no responsibility for the installation or maintenance of the new multi-media sign.
4. Advertisements on the sign are appropriate for display on Winnebago County property, follow all Winnebago County rules and regulations, and are reviewable by the County Executive or designee.

5. No less than ten percent (10%) of the advertising time is available to Winnebago County free of charge.

**Proposed Sign Design:**



**Attachments:**

- Resolution
- Marquee Sign Draft Design
- MOA Document



## **COMMERICAL LAND LEASE**

This lease is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Winnebago County (herein referred to as "Landlord"), and "Ad-ucation Media DBA as Robert W. Jewell" Sole Proprietor (hereinafter referred to an "Tenant").

### **1. LEASED PREMISES**

Landlord does hereby lease to Tenant the described on Exhibit A to this lease, which is incorporated herein by reference ("Leased Premises").

### **2. TERM OF LEASE**

Tenant shall be entitled to occupy the premises upon execution of this Lease, as of April 1, 2024, and may commence making approved improvements at that time. The Lease shall terminate at midnight March 31, 2033

### **3. RENT**

Rent payments will start 60 days after sign location goes live. Tenant will have (12) months from date of contract signing to erect sign project. Tenant agrees to pay Landlord for it use and occupancy of the Leased Premises during the Lease Term a minimum base rental charge in the amount of:

- a. \$250 Per Month – Year 1 and 2
- b. \$400 Per Month – Year 3
- c. \$550 Per Month – Year 4-10

Rent shall be payable in monthly installments in advance, commencing on or before the effective date of this lease, and continuing on or before the first (1<sup>st</sup>) day of each succeeding month during the Lease Term.

### **4. OPTION TO EXTEND LEASE**

Tenant shall have the option to extend this Lease for an additional ten (10) year term. Said option shall be exercised in writing by Tenant at least one hundred twenty (120) days prior to the termination of this Lease. If Tenant exercises this option, the rent shall increase as described in paragraph 3, above. Rent payment shall increase 10% every 5 years at the start of the extension and again at--the 5-year mark of said extension.

### **5. USE OF PREMISES**

- A. Tenant shall use the Leased Premises to construct a multi-media sign which shall be used in accordance with the terms and conditions set forth in paragraph 8 below.

Tenant shall comply with all present and future laws or ordinances applicable to the Leased Premises and shall not commit or suffer waste on the Leased Premises, or use or permit

anything on the Leased Premises which may be illegal, or constitute a private or public nuisance, or conflict with or invalidate or increase the cost of Landlord's fire and extended coverage insurance, or which may be dangerous to persons or the property of the Landlord. Notwithstanding the foregoing, Tenant's effecting an increase in the cost of any of Landlord's fire and extended insurance is curable by Tenant's payment of such increase in cost.

## **6. UTILITIES**

Tenant agrees to pay and be responsible for, when due, all electricity, data and other such services used on or charged against the Leased Premises during Tenant's use and occupancy thereof, commencing the effective date of this lease. Tenant shall be responsible for installing a new meter with utility provider.

## **7. IMPROVEMENTS AND MAINTENANCE**

- A. During the Lease Term, Tenant shall at their sole cost and expense install, keep and maintain in good condition and repair all components necessary for the multi-media sign. Prior to construction, Tenant shall present plans for construction to Landlord for Landlord's approval.
- B. Landlord shall mow grass, trim property around sign location. Landlord shall remove all existing trees, brush, foliage that is currently obstructing the sign location. Landlord shall also remove current sign along with any materials associated with the sign and dispose of at their expense.
- C. Tenant is required to obtain all building permits required for Tenant's Work. This includes a conditional use permit with the Town of Oshkosh. Tenant shall have all work inspected by the building inspector.

## **8. NATURE AND APPROVAL OF ADVERTISING**

- A. Except for the terms and conditions contained herein, Tenant shall be solely responsible for the sale of advertising time and shall determine all terms and conditions thereto.
- B. Landlord and Tenant agree that the sign being placed on the Leased Premises is intended to be a sign for the benefit of Winnebago County, including the citizens and businesses of the County. Based on the public purpose described herein, Tenant agrees to be bound by the following guidelines:
  - a. Tenant shall provide ten percent (10%) of the advertising time to the Landlord to be utilized by the Landlord for advertising events at the Sunnyview Expo Center or within the Parks System. The Landlord also has the

right to share the space with other non-profit's and community organizations as approved by the County.

- b. Tenant shall attempt to market advertising to advertisers based in Winnebago County before soliciting advertisements from other regional advertisers.
  - c. No individual or company shall utilize any more than 20% of the available advertising time. Additionally, Tenant shall provide equal access to advertising time, as much as is practicable, to all individuals and businesses in Winnebago County and shall not enter into any exclusive advertising contracts for a particular type or class of business.
- C. Tenant shall be responsible to ensure that all advertising is in good taste, is appropriate for school-aged children, and does not seek to promote, encourage or engage in any of the following:
- a. Promote any community event outside of Winnebago County without prior approval from the County;
  - b. Promote the sale or use of alcohol or tobacco products;
  - c. Promote any type of adult entertainment business;
  - d. Promote unlawful or illegal goods, services or activities;
  - e. Make false, misleading, deceptive or unwarranted statements or claims;
  - f. Infringe upon another persons' rights through plagiarism, unfair imitation of another person's idea, or any other unfair competition;
  - g. Disparage a competitor or a competitor's products or services;
  - h. Advertise lotteries or other games of chance, except for raffles performed by community organizations;
  - i. Contain slanderous, obscene, sexual, profane, vulgar, repulsive, or offensive matters either in theme or in treatment;
  - j. Appeal for funds, except for fundraising by community not for profit organizations;
  - k. Contain testimonials that cannot be authenticated; or
  - l. Declare or imply an endorsement by the County of any service, product, or point of view;
  - m. Political advertisements either local, state, or federal
- D. County shall appoint a representative who shall have the authority to review all advertising based upon the above described criteria and shall the authority to prevent such advertising based upon these criteria. County shall review and approve or disapprove the advertising within two (3) business days of receipt.

## **9. LIENS**

- A. Nothing in this Lease shall authorize Tenant to do any act which shall in any way encumber the title of Landlord in and to the Leased Premises, nor shall the interest or estate of Tenant in the Leased Premises be in any way subject to any claim by way of lien or encumbrance, whether by operation of law or by virtue of any express or implied contract by Tenant, and any claim to or lien upon the Leased Premises arising from any act or omission of Tenant shall accrue only against the leasehold estate of Tenant and shall in all respects be subject and subordinate to the paramount title of Landlord. Tenant shall not permit the Leased Premises to become subject to any mechanic's, laborer's or materialmen's lien; provided, however, that Tenant shall have the right to contest in good faith and with reasonable diligence the validity of any such claimed lien. On final determination of the claim for lien, Tenant will immediately pay any judgment rendered with all proper costs and charges and will at its own expense have the lien released and any judgment satisfied.
- B. In case Tenant shall fail to contest the validity of any claimed lien, or having commenced to contest the same shall fail to prosecute such contest with diligence, or shall fail to have the same released and any judgment rendered thereon satisfied, Landlord may at their election discharge such claim for lien (with the right in their discretion to settle or compromise the same) and any amounts advanced by Landlord for such purposes including all costs associated therewith and attorney fees, shall be payable in full by Tenant within seven (7) days of written demand by Landlord.

## **10. INSURANCE**

- A. Liability Insurance. During the term of this Lease and any renewals or extensions thereof, Tenant shall keep, maintain and pay for liability insurance naming Landlord as an additional insured and with coverage in an amount of not less than One Million Dollars (\$1,000,000). Any such policies shall contain a provision requiring written notice to Landlord by the issuing company not less than ten (10) days prior to expiration, cancellation, non-renewal or modification of the policies or any coverage provided thereby. Tenant shall furnish Landlord a certificate of insurance from a reputable insurance company showing the above coverage.
- B. Property Insurance. Landlord shall obtain and keep in force during the term of this Lease a policy of all risk insurance, which includes fire and extended coverage, covering loss or damage to the Leased Premises (exclusive of Tenant's leasehold improvements). Landlord shall be the named insured and such policy shall be for the benefit of Landlord. All proceeds of such insurance shall be payable to Landlord and/or their mortgagee, as their interests may appear.

- C. Insurance of Tenant's Property. Tenant shall secure such comprehensive fire insurance with extended coverage as Tenant deems necessary to protect Tenant as to loss of fixtures, leasehold improvements, inventory, other contents and loss of earnings should fire or other casualty loss occur. Landlord and Tenant hereby agree to look to such insurance coverage for recovery of any such covered loss and waive as against the other, to the extent such waiver does not invalidate any insurance coverage, any and all claims or demands of whatsoever nature for damage, loss or injury to the Leased Premises which shall be caused by fire or result from fire and/or other perils, events or happenings insured.

## **11. INDEMNITY**

- A. Tenant shall indemnify and hold harmless Landlord from and against any and all claims arising from Tenant's use of the Leased Premises, or from the conduct of Tenant's business or from any activity, work or things done, permitted or suffered by Tenant in or about the Leased Premises or elsewhere and shall further indemnify and hold harmless Landlord from and against any and all claims, losses, damages, costs, fees, penalties, charges, assessments, taxes, fines or other claims or expenses, including reasonable attorney fees, arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence of the Tenant, or any of Tenant's agents, contractors, invitees or employees and from and against all costs, attorney's fees, expenses and liabilities incurred in the defense of any such claim or any action or proceeding brought thereon, and in case any action or proceeding be brought against Landlord by reason of any such claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel satisfactory to Landlord. The provisions of this subparagraph will survive the expiration or termination of this Lease.
- B. Tenant shall keep and maintain the Leased Premises in compliance with, and shall not cause or permit the Leased Premises to be in violation of, any federal, state or local laws, ordinances or regulations relating to industrial hygiene or to environmental conditions ("Hazardous Materials Laws") on, under, about, or affecting the Leased Premises. Tenant shall not use, generate, manufacture, store or dispose of on, under, or about the Leased Premises or transport to or from the Leased Premises any flammable explosives, radioactive materials, hazardous wastes, toxic substances, or related materials, including without limitation any substances defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances,"



under any applicable federal or state laws or regulations (collectively referred to hereinafter as "Hazardous Materials").

- C. Tenant shall be solely responsible for, and shall indemnify and hold harmless Landlord, their members, employees, agents, successors, and assigns from and against any losses, damages, costs, fees, penalties, charges, assessments, taxes, fines or other liabilities or expenses, including reasonable attorney fees, directly or indirectly arising out of or attributable to Tenant's use, generation, storage, release, discharge, or disposal of Hazardous Materials on, under, or about the Leased Premises including without limitation: (i) all foreseeable consequential damages; (ii) the costs of any required or necessary repair, cleanup or detoxification of the Leased Premises, and (iii) the preparation or implementation of any closure, remedial or other required plans.
- D. Notwithstanding anything in this Lease to the contrary, Tenant shall have no liability to Landlord arising directly or indirectly from the presence of any Hazardous Materials on, under or about the Leased Premises which migrated onto the Leased Premises from adjacent properties, or resulted from the acts of others who have no business relationship with Tenant.

## **12. SURRENDER OF LEASED PREMISES**

Upon the expiration of or sooner termination of the Lease Term, Tenant shall surrender the Leased Premises to Landlord in as good condition as when Tenant took possession. The sign structure and all things associated with the sign are the property of Ad-ucation Media DBA Robert W. Jewell and will be removed at tenant's expense.

## **13. COVENANT OF QUIET ENJOYMENT**

Landlord covenants that Tenant shall have the peaceful possession, quiet enjoyment and exclusive use of the Leased Premises for its business purposes during the term of this Lease without hindrance by Landlord or any party claiming by, through, or under Landlord. If any of Tenant's possessory, access, or use rights specified above shall become restricted so as to prevent Tenant from conducting its business operations, Tenant shall give prompt notice thereof to Landlord in writing, requesting that such restriction(s) be removed and Landlord shall use diligent efforts to attempt to remove such restriction(s). If such restriction(s) shall not have been removed within thirty (30) days after Landlord's receipt of such notice, Tenant shall have the right, in addition to any other rights and remedies under this Lease or at law or at equity, to either terminate this Lease without any further duty or obligation to Landlord and receive a refund of any prepaid rentals, or to remove said restriction(s) at Landlord's expense and deduct the cost from future rental payment due hereunder.

#### **14. RE-ENTRY UPON DEFAULT**

- A. If Tenant shall default in the payment of the rent or any part thereof, and such default shall continue for ten (10) days after notice thereof in writing to Tenant, or if default shall be made by Tenant in the performance of any of the other terms hereof, and such default shall continue for thirty (30) days after notice thereof in writing to the Tenant, or if (a) proceedings in bankruptcy be instituted by or against Tenant, or (b) a receiver or trustee is appointed for all or substantially all of Tenant's business or assets on the ground of Tenant's insolvency, or (c) a trustee is appointed for Tenant after a petition has been filed for Tenant's reorganization under the Bankruptcy Act of the United States, or (d) Tenant shall make an assignment for the benefit of its creditors, or (e) Tenant shall vacate or abandon the Leased Premises, then and in any such event it shall be lawful for Landlord, at their election, to declare the Lease Term ended and re enter the Leased Premises with or without process of law. If default shall be made, other than the payment of rent, which cannot with due diligence be cured within a period of thirty (30) days, and if notice thereof in writing shall have been given to Tenant, and if Tenant prior to the expiration of thirty (30) days from and after the giving of such notice commences to eliminate the cause of such default and proceeds diligently and with reasonable dispatch to take all steps required to cure such default and does so cure such default, Landlord shall not have the right to declare the Lease Term ended by reason of such default.
- B. The foregoing provisions for the termination of this Lease shall not operate to exclude or suspend any other remedy of Landlord for breach of any of said covenants or for the recovery of said rent or any advance of Landlord made thereon, and in the event of the termination of this Lease as aforesaid, Tenant agrees to indemnify and save harmless Landlord from any loss arising from such termination.

#### **15. NOTICES**

Any notices, requests, demands and other communications hereunder shall be in writing and shall be sent by registered or certified mail, postage prepaid, as follows:

If to Landlord:

Winnebago County  
Attn: Parks Director  
625 E County Road Y, Suite 500  
Oshkosh, WI 54901

If to Tenant:

Ad-ucation Media, LLC

Attn: Robert Jewell  
70 N. Johnson St., Suite #2  
Hartford, WI 53027

Notices sent by U.S. Mail shall be effective on the date received as shown by the post office receipt. Any party may change a party or an address for receiving notice by written notice given to the other named above.

#### **16. ASSIGNMENT AND SUBLETTING**

- A. Tenant covenants and agrees that neither this Lease nor the term and estate hereby granted, nor any part hereof or thereof, will be assigned, mortgaged, pledged, encumbered or otherwise transferred, by operation of law or otherwise, and that neither the Leased Premises, nor any part thereof, will be sublet, licensed or occupied by anyone other than Tenant, or for any purpose other than as hereinbefore set forth, without the prior written consent of Landlord in every case. Any direct or indirect transfer of the capital stock of Tenant shall not be deemed an assignment hereunder and shall not require the consent of Landlord.
- B. If Tenant wishes to obtain Landlord's written consent to assign this Lease to, sublet all or any part of the Leased Premises to, or permit the Leased Premises to be occupied by any party other than Tenant, Tenant shall first notify Landlord of such proposed transaction in writing, specifying the name of the proposed assignee, subtenant or occupant, the name of and character of its business, the terms of the proposed assignment, sublease or occupancy (including, without limitation, the commencement and expiration dates thereof) and current information as to the financial responsibility and standing of the proposed assignee, sublessee or occupant, and shall provide Landlord with such other information as Landlord reasonably requests. Landlord agrees that they will evaluate in good faith the information so provided to them and will not unreasonably withhold or delay the issuance of their written consent to any such proposed transaction.
- C. Each permitted assignee or transferee (excluding sublessees and licensees) shall in writing prior to the effective date thereof deliver to Landlord an instrument whereby it shall assume the payment of the base rent and other amounts due and owing by Tenant hereunder, and the due performance of and compliance with all the terms, covenants, conditions and agreements herein contained on Tenant's part to be performed or complied with for the Lease Term.
- D. In the event that Tenant, with or without the previous consent of Landlord, does assign or in any manner transfer this Lease or any estate or interest hereunder, Tenant shall in no way be released from any of its obligations under this Lease, unless specifically agreed otherwise by Landlord in writing.

## **17. MEMORANDUM OF LEASES**

Tenant agrees that it will not record this Lease. If Tenant or Landlord requests, the parties will enter into a short form lease, describing the Leased Premises and the term of this Lease, and including any other terms necessary to permit the recording of such short form lease. Such recording, if requested by Tenant, shall be at its cost and expense.

## **18. LATE CHARGES; INTEREST**

Any monthly rental installment payment due hereunder which is not received by Landlord on or before the fifth (5<sup>th</sup>) day after its due date shall be subject to a penalty of five percent (5%) of the amount of such delinquency, which shall be due and payable to Landlord immediately upon its demand therefor. Any other amount due from Tenant to Landlord under this Lease which is not paid when due shall bear interest at the rate of two points above the publicly announced prime rate of interest charged from time to time by a bank utilized by Winnebago County from the date due until paid; provided, however, the payment of such interest shall not excuse or cure the default upon which such interest is accrued.

## **19. NON-WAIVER**

Landlord's or Tenant's failure to insist upon strict performance of any covenant of this Lease or to exercise any option or right herein contained shall not be a waiver or relinquishment for the future of such covenant, right or option, but the same shall remain in full force and effect.

## **20. FORCE MAJEURE**

The time within which any of the parties hereto shall be required to perform any act or acts under this Lease shall be extended to the extent that the performance of such act or acts shall not be delayed by acts of God, fire, windstorm, flood, explosion, collapse of structures, riot, war, labor disputes, delays or restrictions by governmental bodies, inability to obtain or use necessary materials, or any cause beyond the reasonable control of such party, other than lack of funds or inability to procure funds to fulfill its commitment or obligation under this Lease; provided, however, that the party entitled to such extension hereunder shall give prompt notice to the other party of the occurrence causing such delay. The provisions of this Section 26 shall not operate to excuse Tenant from prompt payment of rent, additional rent, or any other payments required by the terms of this Lease.

## **21. AMENDMENTS IN WRITING**

This Lease sets forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Leased Premises, and there are no covenants, promises, agreements, conditions or understandings, oral or written, between them other than as herein set forth. Except as herein otherwise provided, no subsequent alteration, amendment, change or addition to this Lease shall be binding upon Landlord and Tenant unless

reduced to writing and signed by both parties.

## **22. AUTHORITY**

Landlord and Tenant respectively represent and warrant to each other that this Lease has been duly authorized, executed and delivered by each of them, is valid and enforceable in accordance with its terms, and that compliance by each of them with the terms and conditions hereof will not conflict with, result in a breach of or be adversely affected by their partnership agreement, articles of incorporation, bylaws or any other agreement or instrument to which each is a party or by which each may be bound, or any judgment, order, law, statute or regulation to which each is subject.

## **23. COPIES**

This Lease shall be executed in multiple copies, any one of which may be considered and used as an original.

## **24. CAPTIONS**

Section and paragraph captions are not a part of this Lease, but are for purposes of clarity and information only.

## **25. APPLICABLE LAW AND VENUE**

This Lease shall be construed and enforced in accordance with the laws of the State of Wisconsin. Venue shall be in Winnebago County.

## **26. PARTIES IN INTEREST**

The covenants, conditions and agreements contained in this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns; provided, however, that any assignee of Tenant shall benefit only to the extent that its interest was acquired in compliance with the provisions hereof.

## **27. LANDLORD'S PERFORMANCE OF TENANT'S COVENANTS**

Should Tenant at any time fail to do any of the things required to be done by it under the terms of this Lease, Landlord, at their option, and in addition to any and all other rights and remedies, may (but shall not be required to) cause the same to be done, and Landlord's cost in connection therewith shall constitute additional rental due from Tenant and shall be a demand obligation owing by Tenant to Landlord.

## **28. SECURITY DEPOSIT**

Tenant has deposited with Landlord the sum of One Thousand Dollars (\$1,000) to Landlord

on, or before the first day the sign goes live as security for Tenant's payment of the rent and other charges provided for herein and for the observance and performance by Tenant of all of the terms, provisions and conditions of this Lease on its part to be kept and performed, and further to indemnify the Landlord for any loss, costs, fees and expenses which Landlord may incur by reason of any default by Tenant. Such security deposit shall be refunded to Tenant upon the expiration or sooner termination of this Lease and after Tenant has vacated the Leased Premises and left the same in a condition required hereunder. Should Tenant default in the performance of any of its obligations under this Lease, Landlord may, at their sole option and in addition to any other rights or remedies they may have under the terms of this Lease or applicable law, use or apply such security deposit or any part thereof for the purpose of remedying such default. In the event that Landlord applied the security deposit or any portion thereof in payment of any obligation of Tenant hereunder, Tenant agrees, immediately upon written notice from Landlord, to pay to Landlord such funds as are necessary to restore the full amount of the security deposit specified above. Landlord shall be permitted to co-mingle such security deposit with any other funds of Landlord and shall not be required to pay or credit to Tenant any interest thereon.

## **29. DISCRIMINATION**

During the term of this agreement the LESSEE agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, a guest, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference or marital status.

## **30. ARBATRATION**

- 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 American Arbitration Association rules then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceedings:
  - a. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  - b. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.



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

### **31. 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.

### **32. ENTIRE AGREEMENT**

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

IN WITNESS WHEREOF, Landlord and Tenant have caused this Lease to be executed by their undersigned duly authorized representatives on the date first above set forth.

LANDLORD:

Winnebago County

By: \_\_\_\_\_

Jon Doemel

Winnebago County Executive

By: \_\_\_\_\_

Julie Barthels

Winnebago County Clerk

TENANT:

Ad-ucation Media, LLC

By: \_\_\_\_\_

Robert Jewel

Owner

**Exhibit A**



1 **272-2023**

2  
3 **RESOLUTION: To Name Conference Room 120 in the David W. Albrecht Administration Building the**  
4 **Susan T. Ertmer Conference Room**

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

7 **WHEREAS**, Susan T. Ertmer was employed by Winnebago County Wisconsin for forty-four years; and

8 **WHEREAS**, Susan T. Ertmer has served since 1997 as Winnebago County Wisconsin elected County Clerk;

9 and

10 **WHEREAS**, Susan T. Ertmer has been vital to the functioning of the Winnebago County Board of  
11 Supervisors, aiding in the creation of the agendas, recording minutes, and maintaining County Board and Committee  
12 records; and

13 **WHEREAS**, Susan T. Ertmer has served as the Chief Election Officer for Winnebago County Wisconsin,  
14 advertising, setting up, and recording votes; and

15 **WHEREAS**, Susan T. Ertmer has conducted her duties and responsibilities with decorum, respect and  
16 empathy, deserving of recognition.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Conference  
18 Room 120 in the David W. Albrecht Administration Building be hereafter known as the Susan T. Ertmer Conference  
19 Room.

20  
21 Fiscal Note:

22 *The Facilities Department will place signage recognizing the name change, which will be covered by current*  
23 *appropriated budget. The Information Technology Department will make some changes to the website and other*  
24 *internal request software. The County Clerk's Office will make changes to future agendas. All of these costs are*  
25 *minimal.*

26  
27 Respectfully submitted by:

28 **FACILITIES AND PROPERTY MANAGEMENT**  
29 **COMMITTEE**

30 Committee Vote: **4-0**

31  
32 Vote Required for Passage: **Majority of Members Present**

33  
34 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

35  
36 \_\_\_\_\_  
37 Jonathan D. Doemel  
38 Winnebago County Executive

# Agenda Item Report



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

DATE: March 10, 2023

FROM: Mike Elder, Director of Facilities

RE: Naming of Room 120 At the Dave Albrecht Administration Building

## **General Description:**

A request has been made to name Room 120, a large public conference room in the David Albrecht Administration Building for retired County Clerk Susan T. Ertmer.

## **Action Requested:**

Approve the naming of the Room 120 for Susan Ertmer

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property Mgmt Meeting date: September 27, 2023

Action taken: APPROVED

Vote: 4-0

County Board

Meeting date: October 17, 2023

## **Background:**

Susan Ertmer served 44 years in the employment of Winnebago County. Since 1997 she served as County Clerk. Susan has been vital to the function of the Winnebago County Board of Supervisors, aiding in the creation of agendas, recording minutes and maintaining County Board and Committee records. She has also served as the Chief Election Officer for Winnebago County, advertising, setting up and recording votes. She conducted her duties and responsibilities with decorum, respect and empathy.

## **Policy Discussion:**

The approved county naming policy requires naming requests to follow a formal policy. This naming request is following that policy by being reviewed by the Facilities Committee. After the review, the request will be forwarded to the County Board for approval. The Conference Room, 120 in the David Albrecht Administration Building will be named the Susan T. Ertmer Conference Room.

## **Attachments:**

Draft Resolution

Naming Policy

# Winnebago County

## **Title:** Facility Naming Guideline

**Background:** Over the course of time, various buildings and facilities in Winnebago County have been named in honor of a Winnebago County resident or to enhance the public image of the facility. There has not been a consistent procedure for designating a facility name. It is the intent of this guideline to provide a method to consider naming a facility.

This guideline shall be applicable to all Winnebago County departments that are involved in the naming of a facility, whether or not owned by the County, except for those facilities for which naming rights have been sold.

## **Guideline:**

Winnebago County Facilities and Property Management Department adheres to the following guideline for the naming of Winnebago County facilities:

- A. The department involved in the naming of a Winnebago County facility shall start the naming process with the department's committee of jurisdiction. The Department shall present to the committee a list of suggested names.
  1. The names should reflect what the facility is used for and sufficiently indicate that it is a County facility
  2. If a facility is to be named as recognition for a person, that person should have been a prominent Winnebago County Elected Official, Employee or leader in the community or have done something of significant noteworthiness.
- B. The originating committee of jurisdiction shall forward the name to be considered to the Facilities and Property Management Committee for review.
- C. The Facilities and Property Management Committee shall review the name to be considered and shall forward the name and comments to the Winnebago County Board for consideration.
- D. The Winnebago County Board shall review the name and decide the final naming selection.
- E. Any changes to facilities names once adopted must follow the same process to change a name, even if to reflect a change in facility use.



- F. This guideline does not affect Winnebago County facilities for which naming rights have been sold.

1 273-102023

2  
3 **RESOLUTION:** Authorize the Execution of a Lease Agreement Between Winnebago County and the United  
4 States Department of Agriculture

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

7 **WHEREAS**, the United States Department of Agriculture ("USDA") has rented office space at the James P  
8 Coughlin Center since 1998; and

9 **WHEREAS**, the location of the USDA at the James P Coughlin Center is of mutual benefit to Winnebago  
10 County and the public since the Winnebago Land And Water Conservation Department shares building space; and

11 **WHEREAS**, the current lease with the USDA has expired and converted to a month to month tenancy; and

12 **WHEREAS**, the USDA has agreed to enter into a 10-year lease with the first 3 years of the lease guaranteed;  
13 and

14 **WHEREAS**, the lease period will begin upon completion and acceptance of USDA remodeling requests; and

15 **WHEREAS**, the remodeling costs totaling \$125,976.85 will be recovered during the first year of the lease, with  
16 rent totaling \$196,760.05; and

17 **WHEREAS**, thereafter, the USDA agrees to pay Winnebago County Seventy Thousand Seven Hundred Eighty  
18 Three Dollars and Twenty Cents (\$70,783.20) annually.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 approves a ten (10) year lease between Winnebago County and the USDA.

21  
22 Fiscal Note:

23 *During the first year of the lease, \$125,976.85 will be returned to the general fund to reimburse remodeling*  
24 *costs. The annual payment for the duration of the lease will be \$70,783.20 and is revenue for the Facilities Department.*  
25 *As indicated in the agenda item report, the current lease payment is \$32,250.*

26  
27 Respectfully submitted by:

28 **FACILITIES AND PROPERTY MANAGEMENT**  
29 **COMMITTEE**

30 Committee Vote: **4-0**

31  
32 Vote Required for Passage: **Majority of Members Present**

33  
34 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

35  
36 \_\_\_\_\_  
37 Jonathan D. Doemel  
38 Winnebago County Executive

# Agenda Item Report



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

DATE: September 21, 2023

FROM: Mike Elder, Director of Facilities

RE: Approval of the Lease for the USDA Space at James P Coughlin Center

## **General Description:**

The lease for the USDA space at the James P Coughlin Center has expired. The USDA has renegotiated the lease. The USDA is requesting a new lease for 10 years.

## **Action Requested:**

Approve the lease.

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property Mgmt Meeting date: September 27, 2023

Action taken: APPROVED

Vote: 4-0

County Board

Meeting date: October 17, 2023

## **Background:**

The USDA has been a tenant of the James P Coughlin Center since it was built in 1998. The USDA locating in the building was to provide a one stop location to work with the Land and Water Department, USDA and FSA. This lease has been in negotiations for approximately 2 years. A bid has been received that will accomplish the necessary remodeling requested by the USDA within budgeted funds. The USDA will reimburse the County for the remodeling costs in the first year of the lease. This lease extends the agreement for 10 years of which the first three years are guaranteed. For the last 25 years the rental rate was set at \$32,250.00 per year. This lease increases the rental rate to \$70,783.20 per year.

## **Policy Discussion:**

Leases with rental periods greater than 1 year require the approval of the County Board. It is requested that this lease be approved.

## **Attachments:**

Lease Payment Terms

Draft resolution

Lease Payment Terms

	YEAR 1	YEARS 2-10
	ANNUAL RENT	ANNUAL RENT
SHELL RENT	\$41,267.60	\$41,267.60
OPERATING COSTS	\$ 29,515.60	\$29,515.60
TENANT IMPROVEMENTS RENT	\$ 125,976.85	N/A
TOTAL ANNUAL RENT	\$196,760.05	\$70,783.20

1 274-102023

2  
3 **RESOLUTION: AUTHORIZE FIVE-YEAR COOPERATIVE SERVICE AGREEMENT BETWEEN**  
4 **WINNEBAGO COUNTY AND WISCONSIN DEPARTMENT OF NATURAL RESOURCES**  
5 **(WDNR) AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL PLANT**  
6 **HEALTH INSPECTION SERVICE (APHIS), WILDLIFE SERVICES (WS)**  
7

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

10 **WHEREAS**, the black bear, Canada goose white-tailed deer, wild turkey and Sandhill crane populations in  
11 portions of Winnebago County are at levels that may cause damage to agricultural and forest crops; and

12 **WHEREAS**, the commercial agriculture producers costs of production of agricultural and forest crops have  
13 increased substantially over time; and

14 **WHEREAS**, Wis. Stats. 29.889 and Wis. Adm. Code NR12 provides a State funded Wildlife Damage  
15 Abatement and Claims Program (WDACP) to reimburse participating producers for crop losses caused by certain  
16 wildlife; and

17 **WHEREAS**, administrative participation is required of Winnebago County to make its land eligible for the  
18 WDACP; and

19 **WHEREAS**, Winnebago County will be reimbursed by WDNR for all associated costs incurred in the  
20 administration and implementation of the WDACP; and

21 **WHEREAS**, Winnebago County may through formal agreement, cooperate with APHIS WS and WDNR to  
22 make the WDACP available to eligible producers.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the Land and  
24 Water Conservation Department / Land Conservation Committee are hereby authorized to enter into a five-year  
25 Cooperative Service Agreement with WDNR and USDA, APHIS WS for the Administration and Implementation of the  
26 WDACP.

27 **BE IT FURTHER RESOLVED** that the Revenue and Expenses associated with this program continue to be  
28 included within the appropriate accounts in the Land and Water Conservation Department Annual Budget  
29

30 *Fiscal Note: The cooperative service agreement would result in \$12,000 revenue and \$11,000 expense in 2024,*  
31 *which is included in the 2024 Land & Water Conservation Department budget.*  
32

33 Respectfully submitted by:

34 **LAND CONSERVATION COMMITTEE**

35 Committee Vote: **5-0**

36  
37 Vote Required for Passage: **Majority of Members Present**  
38

39 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.  
40

41 \_\_\_\_\_  
42 Jonathan D. Doemel  
43 Winnebago County Executive  
44

# Agenda Item Report



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

DATE: September 25, 2023

FROM: Chad Casper, Director of Land & Water Conservation

RE: Review and Approve the 5-Year Cooperative Service Agreement between Winnebago County and Wisconsin Department of Natural Resources (WDNR) and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)

## **General Description:**

The purpose of this Cooperative Service Agreement is to cooperate in a County/State/Federal black bear, white-tailed deer, Canada goose, wild turkey and Sandhill crane damage management program. The primary objective is to provide commercial agricultural producers the necessary technical and/or operational assistance in identifying, abating, managing, and assessing damage with the species listed.

## **Action Requested:**

Review and Approve the 5-Year Cooperative Service Agreement between Winnebago County and Wisconsin Department of Natural Resources (WDNR) and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)

## **Procedural Steps:**

Committee of Jurisdiction: Land Conservation	Meeting date: 10/5/23
Action taken: APPROVED	Vote: 5-0

County Board

Meeting date: 10/17/23

## **Background:**

The black bear, Canada goose, white-tailed deer, wild turkey and Sandhill crane populations in portions of Winnebago County are at levels that may cause damage to agricultural and forest crops. Wis. Stats. 29.889 and Wis. Adm. Code NR12 provides a State funded WDACP to reimburse participating producers for crop losses caused by certain wildlife. The administrative participation is required of Winnebago County to make its land eligible for the Wildlife Damage Abatement & Claims Program (WDACP).

## **Policy Discussion:**

The County agrees to administer the WDACP with respect to the following wild animals: black bear, white-tailed deer, Canada goose, wild turkey, and Sandhill cranes

The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.



The County, through the Land Conservation Committee shall provide Administration of the County WDACP pursuant to s. 29.889, Stats., s. NR 12, Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeals, (if any).

The benefits to be derived from a cooperative black bear, white-tailed deer, Canada goose, wild turkey, and Sandhill cranes management program include timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts with one of more of these species. The intended result will be wildlife damage relief.

As part of the WDACP, the County also administers participation in the Deer Donation Program.

This agreement shall become effective on January 1, 2024 and shall continue through December 31, 2028.

**Attachments:**

- Resolution: AUTHORIZE FIVE-YEAR COOPERATIVE SERVICE AGREEMENT BETWEEN WINNEBAGO COUNTY AND WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR) AND UNITED STATES DEPARTMENT OF AGRICULTURE ANIMAL PLANT HEALTH INSPECTION SERVICE (APHIS), WILDLIFE SERVICES (WS)
- Cooperative Service Agreement between Winnebago County and Wisconsin Department of Natural Resources (WDNR) and United States Department of Agriculture Animal and Plant Health Inspection Service (APHIS) Wildlife Services (WS)

**COOPERATIVE SERVICE AGREEMENT**  
**between**  
**WINNEBAGO County**  
**and**  
**WISCONSIN DEPARTMENT OF NATURAL RESOURCES (WDNR)**  
**and**  
**UNITED STATES DEPARTMENT OF AGRICULTURE**  
**ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)**  
**WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this Cooperative Service Agreement is to cooperate in a County/State/Federal black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey and Sandhill crane damage management program. The primary objective is to provide commercial agricultural producers the necessary technical and/or operational assistance in identifying, abating, managing, and assessing damage with the species listed.

**ARTICLE 2 – AUTHORITY**

APHIS-WS has statutory authority under the Acts of March 2, 1931, 46 Stat. 1468-69, 7 U.S.C. §§ 8351-8352, as amended, and December 22, 1987, Public Law No. 100-202, § 101(k), 101 Stat. 1329-331, 7 U.S.C. § 8353, to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions while conducting a program of wildlife services involving mammal and bird species that are reservoirs for zoonotic diseases, or animal species that are injurious and/or a nuisance to, among other things, agriculture, horticulture, forestry, animal husbandry, wildlife, and human health and safety.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

1. APHIS-WS shall perform services set forth in the Work Plan, which is attached hereto and made a part hereof. The parties may mutually agree in writing, at any time during the term of this agreement, to amend, modify, add or delete services from the Work Plan.
2. The Cooperator certifies that APHIS-WS has advised the Cooperator there may be private sector service providers available to provide wildlife damage management (WDM) services that the Cooperator is seeking from APHIS-WS.
3. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use on this project shall be subject to disposal according to

APHIS policy, and shall be specifically listed in the attached work plan and financial plan. Property title/disposal shall be determined when this project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to APHIS policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use on this project. All other equipment purchased for the program is and will remain the property of APHIS-WS.

4. The cooperating parties agree to coordinate with each other before responding to media requests on work associated with this project.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The County (Cooperator) agrees:

1. To designate the following as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

County Cooperator Representative:  
Chad Casper  
County Conservationist  
625 E County Rd. Y, Suite 100  
Oshkosh, WI 54901  
Ph. 920-232-1951  
[ccasper@winnebagocountywi.gov](mailto:ccasper@winnebagocountywi.gov)

WDNR Representative:  
Brad Koele  
Wildlife Damage Specialist  
WDNR Bureau of Wildlife Management  
8770 Hwy J  
Woodruff, WI 54568  
608-576-3914  
[Bradley.Koele@wisconsin.gov](mailto:Bradley.Koele@wisconsin.gov)

2. To authorize APHIS-WS to conduct direct control activities and/or technical assistance to reduce commercial agricultural damage associated to wildlife damage caused by the species identified in the Work Plan. Activities are defined in the Work Plan. APHIS-WS will be considered an invitee on the lands controlled by Wildlife Damage Abatement and Claims Program (WDACP) enrollees. These program enrollees will be required to exercise reasonable care to warn APHIS-WS as to dangerous conditions or activities in the project areas.
3. To reimburse APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial

Plan, the agreement with amended Work Plan and Financial Plan shall be formally revised and signed by all parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of services submitted via an invoice from APHIS-WS within 30 days of the date of the submitted invoice(s). Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996.

4. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
5. As a condition of this agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.
6. To designate APHIS-WS the County authorized individual whose responsibility shall be coordination and administration of WDACP activities conducted pursuant to this Agreement.
7. To notify APHIS-WS verbally or in writing as far in advance as practical of the date and time of any proposed meeting related to the program.
8. The Cooperator acknowledges that APHIS-WS shall be responsible for administration of APHIS-WS activities and supervision of APHIS-WS personnel. APHIS-WS will recognize the County as the lead cooperator in this Agreement and the WDNR for providing overall program oversight. APHIS-WS will coordinate activities with the County and WDNR.
9. To obtain the appropriate permits for removal activities for species listed in the Work Plan.
10. The Cooperator will not be connected to the USDA APHIS computer network(s).

## **ARTICLE 5 – APHIS-WS RESPONSIBILITIES**

APHIS-WS Agrees:

1. To designate the following as the APHIS-WS authorized representative who shall be responsible for collaboratively administering the activities conducted in this agreement:

Daniel Hirschert  
WI State Director  
USDA, APHIS, WS  
732 Lois Drive  
Sun Prairie, WI 53590  
608-837-2727  
[Daniel.L.Hirschert@usda.gov](mailto:Daniel.L.Hirschert@usda.gov)

2. To conduct activities at sites designated by Cooperator as described in the Work Plan, Plan of Administration, and Financial Plans (Attachments A-C). APHIS-WS will provide qualified personnel and other resources necessary to implement the approved WDM activities delineated in the Work Plan, Plan of Administration, and Financial Plan of this agreement.
3. Designate to the County and WDNR the authorized APHIS-WS employee who shall be responsible for the joint administration of the activities conducted pursuant to this Agreement. APHIS-WS employees' rights will be governed by applicable Federal personnel laws, rules, and regulations. County employees' rights will be governed by County ordinances, Personnel Policy, and Union contracts where applicable.
  - a. APHIS-WS will designate the District Supervisor and/or Assistant District Supervisor as the authorized representative who will provide immediate direction and guidance to personnel in performing activities outlined in this Agreement, to include:
    - i. adequate numbers of qualified personnel to initiate and conduct the wildlife damage management activities outlined in the Work Plan of this Agreement.
    - ii. training, technical supervision, and coordination of activities as outlined in the Work Plan of this Agreement.
    - iii. to arrange for office space and provide equipment and other miscellaneous needs for personnel assigned to this program as outlined in the Work Plan of this Agreement.
4. That the performance of wildlife damage management actions by APHIS-WS under this agreement is contingent upon a determination by APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable federal statutes. APHIS-WS will not make a final decision to conduct requested wildlife damage management actions until it has made the determination of such compliance.
5. To invoice the County quarterly for actual costs incurred by APHIS-WS during the performance of services agreed upon and specified in the Work Plan. Authorized auditing representatives of the County shall be accorded reasonable opportunity to inspect the accounts and records of APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations. APHIS-WS agrees to handle cooperative finances and budgeting as outlined in the Financial Plan of this Agreement.

## **ARTICLE 6 – CONTINGENCY STATEMENT**

This agreement is contingent upon the passage by Congress of an appropriation from which expenditures may be legally met and shall not obligate APHIS-WS upon failure of Congress to so appropriate. This agreement may also be reduced or terminated if Congress only provides APHIS-WS funds for a finite period under a Continuing Resolution.

## **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent APHIS-WS from entering into separate agreements with any other organization or individual for the purpose of providing wildlife damage management services exclusive of those provided for under this agreement.

## **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

## **ARTICLE 9 – LAWS AND REGULATIONS**

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients, in accordance with all applicable laws, regulations and policies.

## **ARTICLE 10 – LIABILITY**

APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent that recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 U.S.C. 1346(b), 2401(b), and 2671-2680).

## **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

## **ARTICLE 12 - DURATION, REVISIONS, EXTENSIONS, AND TERMINATIONS**

This agreement shall become effective on January 1, 2024 and shall continue through December 31, 2028. This Cooperative Service Agreement may be amended by mutual agreement of the parties in writing. The Cooperator must submit a written request to extend the end date at least 10 days prior to expiration of the agreement. Also, this agreement may be terminated at any time by mutual agreement of the parties in writing, or by one party provided that party notifies the other in writing at least 120 days prior to effecting such action. Further, in the event the Cooperator does not provide necessary funds, APHIS-WS is relieved of the obligation to provide services under this agreement.



In accordance with the Debt Collection Improvement Act of 1996, the Department of Treasury requires a **Taxpayer Identification Number** for individuals or businesses conducting business with the agency.

County Tax ID No.: 39-6005760  
WDNR Tax ID No.: 396006436  
APHIS-WS's Tax ID: 41-0696271

**County:**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Name/ Title:  
Address:

**Wisconsin Department of Natural Resources:**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Eric Lobner, Bureau Director  
Wisconsin Department of Natural Resources  
101 S. Webster Street  
Madison, WI 53707-7921

**UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES**

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Daniel Hirschert, State Director  
USDA, APHIS, WS  
732 Lois Dr.  
Sun Prairie, WI 53590

BY: \_\_\_\_\_ Date \_\_\_\_\_  
Keith Wehner, Eastern Region Director  
USDA, APHIS, WS  
920 Main Campus Dr, Suite 200  
Raleigh, NC 27606

## **ATTACHMENT A WORK PLAN**

In accordance with the Cooperative Service Agreement between the County, WDNR and the United States Department of Agriculture (USDA), Animal and Plant Health Inspection Service (APHIS), Wildlife Services (WS), this Work Plan sets forth the objectives, activities and budget of this project during the period of this agreement.

### **Introduction**

The U.S. Department of Agriculture (USDA) is authorized to protect American agriculture and other resources from damage associated with wildlife. Wildlife Services activities are conducted in cooperation with other Federal, State, and local agencies, private organizations and individuals.

The APHIS-WS program uses an Integrated Wildlife Damage Management (IWDM) approach (sometimes referred to as IPM or “Integrated Pest Management”) in which a series of methods may be used or recommended to reduce wildlife damage. These methods include the alteration of cultural practices as well as habitat and behavioral modification to prevent damage. However, controlling wildlife damage may require that the offending animal(s) are killed or that the populations of the offending species be reduced.

### **Purpose**

**Objectives and need for assistance:** Agricultural producers need professional wildlife damage management assistance in identifying, abating, and assessing black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and sandhill cranes damage. APHIS-WS’s objective will be to provide that assistance.

**Expected results or benefits:** The benefits to be derived from a cooperative black bear, white-tailed deer, elk, cougar, Canada goose, wild turkey, and Sandhill cranes management program include timely availability of the necessary wildlife damage management expertise, technical assistance, loans of necessary abatement equipment, and crop/livestock damage appraisal services for producers experiencing conflicts with one of more of these species. The intended result will be wildlife damage relief.

### **Planned APHIS-WS Activities**

1. Approach: The proposed wildlife damage management program will be comprised of education, extension, technical assistance, and operational efforts. When complaints occur, an evaluation of the situation will be made to determine what appropriate action should be taken. APHIS-WS will consider all applicable methods and combinations of techniques available to alleviate the conflict. APHIS-WS will recommend an integrated wildlife damage management approach which may consist of elements such as: changes in farming or livestock practices, loan of damage abatement equipment, installation of cost-shared permanent fences, WDNR issued shooting permits, and crop damage compensation (WDNR funded). Specific abatement measures to be considered are outlined in Attachment B.

2. Resources Required: Overall supervision and program direction will be provided by the APHIS-WS State Director. Immediate supervision and program direction will be provided by the APHIS-WS District Supervisor and/or Assistant District Supervisor. All County Wildlife Damage Abatement and Claims Program (WDACP) funds will be managed as an integral part of the APHIS-WS districts WDACP budget. Specific financial details are outlined in Financial Plan.
3. Procurement: Purchase of supplies, equipment, and miscellaneous needs including salaries will be made by APHIS-WS as outlined in the Financial Plan. All WDACP expenditures will be processed through APHIS-WS financial administrative systems (FMMI) and charged to the County WDACP account as outlined in the APHIS-WS District WDACP budget.
4. Stipulations and Restrictions: APHIS-WS activities under this cooperative effort will be limited to the State of Wisconsin. Techniques will be environmentally sound, safe, and effective. Wildlife damage management activities will be performed within the policy guidelines of APHIS-WS, the State of Wisconsin, and the County in compliance with applicable State and Federal regulations.
5. Reports: Upon request, APHIS-WS will provide an annual report to the County on APHIS-WS activities conducted under this Cooperative Agreement.

#### **Effective Dates**

This agreement shall become effective on January 1, 2024 and continue through December 31, 2028 unless otherwise modified or terminated as described in ARTICLE 12.

**ATTACHMENT B**  
**WISCONSIN WILDLIFE DAMAGE ABATEMENT & CLAIMS PROGRAM (WDACP)**  
**PLAN OF ADMINISTRATION**  
**WINNEBAGO COUNTY**

As confirmed in the County Board of Supervisor's Resolution No. 084-112018, the County request to participate in the Wildlife Damage Abatement and Claims Program (WDACP), established under s. 29.889, Stats., and s. NR 12 Wis. Adm. Code. This Plan of Administration (Plan) outlines the relationships and duties of the County, the Wisconsin Department of Natural Resources (WDNR), and the United States Department of Agriculture, Animal Plant Health Inspection Services, Wildlife Services (APHIS-WS), herein called the parties. By submission of this Plan, the County agrees to fully comply with s. 29.889, Stats., s. NR 12, Wis. Adm. Code and the Wisconsin WDACP Technical and Field Manuals which are made a part of this Plan by reference.

1. Definitions: For the purposes of this Plan, the Parties accept the definitions found in s. 29.889(1) Stats. And s. NR 12.31 WI. Adm. Code. In addition, the Parties agree that:
  - a. "Improperly filed claim" means any wildlife damage claim received by WDNR which does not comply fully with all eligibility requirements of s. 29.889, Stats., s. NR. 12 Wis. Adm. Code or this Plan or procedures described in the WDACP Technical or Field Manual.
  - b. "Permanent fence contract" means any permanent fence contract written in accordance with the Wisconsin WDACP Technical Manual and designed to remain effective for a minimum of 15 years.
2. Level of Participation: The County agrees to administer the full WDACP.
3. Eligible Species: The County agrees to administer the WDACP with respect to the following wild animals: bear, cougar, white-tailed deer, elk, Canada goose, wild turkey, and Sandhill cranes \* (*\*only become eligible for program benefits when a hunting season in Wisconsin has been established*).
4. Eligible Crops: The County agrees to provide WDACP services with respect to the following: damage to commercial seedlings or crops growing on agricultural lands, damage to crops that have been harvested for sale or further use but have not been removed from the agricultural land, damage to orchard trees or nursery stock, damage to livestock, or damage to apiaries.
5. Delegation of Responsibility:
  - a. The County, through an established committee or through a county designee shall provide Administration of the County WDACP pursuant to s. 29.889, Stats., s. NR 12, Wis. Adm. Code including approval of: annual budget requests, permanent fence contracts, crop prices, properly filed wildlife damage claims, shooting permit compliance waivers, and enrollee appeals, (if any).

- b. APHIS-WS shall provide the field management of the County WDACP, including hiring, training, and supervising staff, providing program services, records management, purchasing, and equipment inventory.

6. Budgeting:

a. APHIS-WS agrees to:

- i. Prepare a WDACP budget proposal for the following calendar year for County review and approval by October 31 (or as negotiated).
- ii. Not bind the County to the expenditures of funds exceeding their total County WDACP budget.
- iii. Keep administrative costs to a minimum, by billing WDACP expenses to each County on a quarterly basis.

b. The County agrees to:

- i. Provide an annual budget request to WDNR by November 1 (or as negotiated) for the following calendar year. All budget requests will include cost estimates for administration, abatement, wildlife damage claims, and an estimated number of claimants.
- ii. Prepare quarterly (or as negotiated) reimbursement request to WDNR for eligible WDACP expenditures.
- iii. Not bind WDNR for expenditures beyond the approved County Plan of Administration. The County may request additional funding by written amendment. It is understood that additional funding is not guaranteed and is subject to fund availability.
- iv. Unless otherwise agreed upon, submit advance abatement and administrative fund requests that are compliant with s. 29.889 and NR 12, after submitting a final reimbursement request for previous year for which WDACP participation was approved.

c. WDNR Agrees to:

- i. Review and approve, amend, or deny the annual budget request in accordance with s. 29.889, Stats., s. NR 12.32, Wis. Adm. Code, and advance funds under s. NR 12.34 (unless otherwise agreed upon), Wis. Adm. Code within 30 days of department approval of the annual budget estimate.
- ii. Review and approve, amend, or deny reimbursement requests in accordance with s. NR 12.34 and s. NR 12.35, Wis. Adm. Codes.

- iii. Review and act on properly filed wildlife damage claim requests no later than June 1 following the calendar year in which damage occurred.
  - iv. If eligible wildlife damage claims are submitted late by the County, WDNR may accept and process the claims if funds are available, and the payment will not adversely affect claimants for the proceeding calendar year claim payments.
  - v. If statewide approved wildlife damage claims exceed available funds, claims shall be paid on a prorated basis as established in s. NR 12.37 (3) Wis. Adm. Code.
- d. The Parties mutually recognize and agree:
- i. WDNR may not bind the State of Wisconsin to pay costs beyond the amount appropriated for the WDACP.
  - ii. WDNR may defer until after July 1, the payment of County reimbursement requests beyond the initial 25% funds advancement.
  - iii. The County and WDNR shall not restrict APHIS-WS to line items estimates in the WDACP budget if total expenditures, per expense category of abatement or administration, do not exceed the total budgeted amount approved by the County and WDNR.
  - iv. The County WDACP budget may be spent in its entirety. Any unspent funds will remain with the WDNR WDACP program.
  - v. Supplies, materials, and equipment will be purchased with WDACP funds. If this Agreement is terminated by any of the Parties, items purchased will be transferred within the WDACP for use or proceeds of items shall remain with the WDACP or returned for reimbursement if possible.
  - vi. WDNR will not reimburse the cost of abatement measures unless those measures were prescribed and implemented according to the Wisconsin WDACP Technical Manual.
  - vii. WDNR will not make payment for any wildlife damage claim which does not comply with all eligible requirements of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, or this Plan of Administration.

7. Recordkeeping:

- a. APHIS-WS and the County agree to:
  - i. Maintain record keeping practices and procedures that confirm to accounting practices directed by the WDNR and in compliance with s. NR 12, Wis. Adm. Code.



- ii. Make all records and files relating to the WDACP available to the other Parties, upon request.
  - iii. Send copies of any WDACP documentation to the other Parties, upon request.
  - iv. Use WDNR authorized databases and forms for billing and reporting.
- b. APHIS-WS agrees to: Maintain separate enrollee files and keep records of all abatement recommendations, appraisals, and all WDACP related interactions with each enrollee.
  - c. The County agrees to: Direct all billings to WDNR, Wildlife Damage Specialist
  - d. WDNR may: Conduct periodic audits of County record keeping procedures and prepare a written report to the County.
  - e. The Parties recognize and agree: All WDACP records are subject to the Wisconsin Open Records Law s.16.61, Stats. Any WDACP records requested will be provided by the County, WDNR, and/or APHIS-WS, as applicable.

8. Abatement Measures:

- a. The parties mutually recognize and agree that:
  - i. WDNR shall maintain web pages detailing the WDACP and describing how services may be requested.
  - ii. All enrollees shall be required to have a signed enrollment form on file to meet the hunting requirements in s. 29.889 (7m), Stats., s. NR 12.36, Wis. Adm. Code prior to receiving WDACP assistance.
  - iii. All abatement measures recommended to alleviate wildlife damage shall conform to the procedures and priorities found in the Wisconsin WDACP Technical Manual and will be accepted by the County as complete and appropriate “recommended abatement”. Other abatement measures may be used if approved in advance, in writing, by WDNR.
  - iv. In the event equipment loaned by APHIS-WS to an enrollee is damaged beyond normal wear and tear, the enrollee/owner shall be billed for parts and labor to repair the damaged equipment, or if repair costs exceed the value of the equipment, the enrollee will be billed for the replacement of the equipment. APHIS-WS agrees to invoice the enrollee for these costs through a separate Cooperative Service Agreement and deposit the proceeds in the County’s WDACP account. If the enrollee refuses to pay:
    - 1. The County shall direct APHIS-WS to refuse abatement services until payment is made (consequently the enrollee would be ineligible for a wildlife damage claim) or

2. The County shall take a reasonable legal action to recover the loss of WDACP materials and/or equipment and deposit the proceeds in the County's WDACP account.
- v. Permanent fences for white-tailed deer or elk abatement shall only be recommended subject to the priorities and conditions set forth in the Wisconsin WDACP Technical Manual or as directed by WDNR.
1. A WDACP enrollee for which a permanent fence has been recommended and approved will be required to agree to the design of the fence in advance of letting the project for bid. The enrollee will be responsible for all materials and/or installation costs in excess of the low bid amount if the enrollee requests changes in the fence design subsequent to letting the bids for said fence.
  2. A permanent fence contract shall be signed by the enrollee/landowner, the County, WDNR, and APHIS-WS. This contract shall be registered with the appropriate County Register of Deeds.
  3. All aspects of permanent fencing projects shall comply with requirements in the Wisconsin WDACP Technical Manual.
  4. All permanent fences must be approved by the County and approved in writing by the WDNR prior to soliciting and awarding bids for materials and construction of the fence.
  5. All permanent fences that exceed the specification found in the Wisconsin WDACP Technical Manual must have prior written approval from WDNR.
  6. The County will pay the WDACP's 75% obligation for permanent high-tensile woven wire projects approved by the WDNR, when APHIS-WS has determined that the WDACP requirements for materials and construction have been met.
  7. An initial fence inspection will be completed by APHIS-WS and all information will be entered into the WDNR database including a copy of the registered permanent fence contract.
  8. APHIS-WS shall conduct inspections a minimum of once annually of all permanent fences cost-shared through the WDACP to ensure fence contract compliance. All inspection records will be annually recorded in the WDACP database.
  9. A penalty fee (*fee to be determined*) may be charged to the enrollee if the fence has been awarded and the enrollee withdraws or elects to NOT build the approved fence.

10. Enrollees will be denied additional full program WDACP assistance if a permanent fence has been recommended as the primary abatement and the enrollee refuses the fence. For as long as a permanent fence is the primary recommended abatement for that enrollee full WDACP program assistance (any abatement and/or claims) will be denied in all subsequent years until a fence is erected. NOTE: Enrollee may remain eligible for Act 82 permits, as long as all conditions for Act 82 enrollment have been met.
  11. The contractor shall be liable for the payment of penalties to the WDACP accruing in the amount described in the permanent fence Bid Request, in the event the Contractor fails to meet the delivery and/or installation schedules as specified. Penalties, if applicable, shall be deducted from the payment that is owed to the contractor under the terms of the Bid and its associated bid conditions.
  12. APHIS-WS will prepare all Satisfaction of Contract paperwork and record this paperwork with the appropriate county Register of Deeds, when the fence has reached the end of its 15-year term and/or when the contract has been otherwise satisfied (i.e., enrollee has provided payment to end the contract prior to the end of the 15-year term according to the pay back clause of the clause of the register permanent fence contract).
- vi. Enrollees shall be encouraged to integrate sound conservation practices with their normal agricultural practices.
  - vii. The County, in accordance with s. NR 12.35(4) Wis. Adm. Code will not administer abatement measures to persons not cooperating with County personnel or the County's agents responsible for administering the County's WDACP. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the County or its agent, in writing to program enrollees.
- b. WDNR and APHIS-WS agree to: Provide current information, as available, on the effectiveness of the above abatement measures and/or changes to the Wisconsin WDACP Technical Manual.

9. Wildlife Damage Claims:

- a. APHIS-WS agrees to:
  - i. Advise the County WDACP enrollees in writing procedures and requirements for submitting a wildlife damage claim, and all other WDACP eligibility requirements through the use of the current program Farmers Fact sheet and/or other informational materials.

- ii. Require that potential claimants specify the location of damage, crop(s) being damaged, species of wildlife causing damage, and the date damage first occurred with a written, telephone, or personal consultation.
- iii. Require that enrollees have signed enrollment form(s) (WDNR form) on file to meet the hunting requirements in s. 29.889 (7M), Stats. And s. NR 12.36(2) Wis. Adm. Code.
- iv. Inspect reported damage to verify eligibility requirement and recommend abatement measures.
- v. Determine the amount of huntable land and the applicable number of hunters for each enrollee in accordance with s. NR 12.31(4) or (4e), Wis Adm. Code, notify each enrollee of the requirement to allow open public hunting or managed hunting access (at least 2 hunters per 40 acres of land suitable for hunting). Land suitable for hunting all eligible species other than deer and elk shall be determined in a manner consistent with s. NR 12.31(4e) Wis. Adm. Code. Participants who only receive a deer shooting permit and waive any eligibility to receive a wildlife damage claim payment or other WDACP program assistance, are exempt from the public hunting requirement (Act 82 enrollment), (s. NR 12.36 (1m) Wis. Adm. Code). Participants who receive abatement only on leased land properties for bear damages to apiaries are exempt from the public hunting requirements as defined in s. 29.889 (7m), Stats.
- vi. Prepare maps of properties enrolled in the WDACP that are required to open to the public for hunting the species causing damage. Maps must detail the acres enrolled, Township, Range, Section number(s), identifying owned and leased land properties enrolled, and the enrollee's contract information. APHIS-WS will obtain approval from the enrollee to assure that the map includes complete and accurate information regarding all properties enrolled. APHIS-WS staff will enter a copy of the map into the WDNR database, per the WDNR mapping guidelines.
- vii. Notify WDACP enrollees that any site will be ineligible if they fail to:
  - 1. Control hunting access on all contiguous land under the same ownership and control, except in situations involving apiaries on land not controlled by the enrollee as defined in s. 29.889 (7m), Stats.
  - 2. Allow public hunting for the species causing damage (two options available)
    - a. Open public hunting (OPH)
    - b. Managed Hunting Access (MHA) – the presence of 2 hunters per 40 acres of land suitable for hunting.

3. Sign the appropriate enrollment form(s) including obtaining landowner consent for enrollment of leased properties in a timely manner.
  4. File a wildlife damage complaint with APHIS-WS within 14 days of first damage each year.
  5. Follow APHIS-WS's recommended abatement according to the WDACP Technical Manual list of approved methods.
  6. Request an appraisal for each crop and/or cutting from APHIS-WS orally or in writing at least 10 days prior to the harvest of crops, and delay harvest of said crops for a period of up to 10 days to allow APHIS-WS time to appraise the unharvested crops, or until the appraisal is completed.
  7. Notify APHIS-WS if they charge any fees for hunting or hunting access, or any other activity that includes hunting for the species causing the damage.
- viii. Inspect the crop or individual fields identified by the enrollee, prior to harvest, and access the eligible wildlife damage and prepare a wildlife damage claim.
  - ix. Retain the claim until the end of the calendar year or end of the state harvest season for the enrolled species, whichever is later, to determine the enrollee's compliance with the WDACP requirements.
  - x. Establish, as described below, uniform unit prices for eligible crops and calculated the value of the eligible wildlife damage claims (see Mutual Agreement between all parties 4b).
  - xi. Ensure that crop damage resulting from improper crop management, compromised growing conditions and weather, or wildlife other than the covered species, is not included in the official crop damage appraisals conducted by APHIS-WS prior to preparation of the enrollee's official wildlife damage claim.
  - xii. Summarize and prepare the necessary WDNR forms for all wildlife damage claims for review by the County prior to the succeeding March 1<sup>st</sup>. Upon approval by the County, claims will be submitted to the WDNR, unless otherwise negotiated by the succeeding March 1<sup>st</sup>.
  - xiii. Notify, in writing, any enrollee whose wildlife damage claim has been rejected and provided the reason for the rejection, as well as the appropriate appeal procedures.

b. The County agrees to:

- i. Review and approve all properly filed wildlife damage claims.
  - ii. Establish crop prices in accordance with the WDACP Technical Manual or approve prices as recommended by APHIS-WS.
  - iii. Deny all wildlife damage claims for a crop site where an invalid enrollment form has been signed by the enrollee and filed with APHIS-WS
  - iv. Deny all wildlife damage claims where APHIS-WS did not receive a complaint within 14 days of first damage.
  - v. Deny all wildlife damage claims for crop sites where APHIS-WS abatement recommendations were not followed.
  - vi. Deny all wildlife damage claims for crops that were harvested before an appraisal request was made to APHIS-WS or before an appraisal was completed (within a 10-day period from notification of harvest).
  - vii. Deny all wildlife damage claims on row crops for damage occurring to these crops during a particular growing season after 90 percent of the County's harvest for this crop has been completed, as required by s. NR 12.37(1)(c), Wis. Adm. Code. The County may consult with the local FSA and UW extension offices for assistance in making the 90 percent determination (if desired).
  - viii. Deny all wildlife damage claims if an enrollee is not compliant with the prescribed harvest objective if issued a deer damage shooting permit, and the consulting group consisting of the County, the damage specialist and WDNR, does not collectively recommend an exemption to the harvest objective requirement.
  - ix. The County shall take reasonable legal action to recover claim payments made on the basis of fraudulent or negligent claims or statements.
- c. WDNR agrees to: Accept the amount of wildlife damage for all properly filed wildlife damage claims approved by the County as final for purposes of review.
- d. It is mutually agreed by the County, APHIS-WS, and WDNR that:
- i. Damage assessment for compensation will be performed by APHIS-WS staff in accordance with the Wisconsin WDACP Technical Manual and Field Handbook and will be accepted by the County as complete and accurate "assessed damage".
  - ii. Compensation prices will be developed by APHIS-WS using information from UW Extension and/or local marketplace data and proposed to the County for approval, each year. Such prices will be established according to procedures set forth in the Wisconsin WDACP Technical Manual. Such



prices will be applied to all individuals with eligible wildlife damage to those crops throughout the County.

- iii. Public complaints (abatement compliance, fraud, etc.) must be written and received by APHIS-WS by December 31<sup>st</sup>, to be given consideration in the wildlife damage claims determination process. Hunting access denial complaints shall be written and received by APHIS-WS within 10 days of hunting access denial to be given consideration in the wildlife damage claims determination process, as described in the WDACP Technical Manual.
- iv. The County will not administer a damage appraisal and/or claim to persons not cooperating with County personnel or its agent responsible for administering the County's Wildlife Damage Abatement and Claims Program. Abusive language, behavior, threats of violence, or otherwise will be considered a failure on the part of the enrollee to cooperate. This condition of administration will be provided by the county or its agent, in writing to program enrollees.
- v. As required by s. NR 12.37(4)(a) 4.b., Wis. Adm. Code as part of the claims approval process, if an enrollee who has been issued a shooting permit is found not to be compliant with the harvest objective prescribed under his/her permit under s. NR 12.163(2)(a), Wisc. Adm. Code, then the County, its agent, and the department shall consult before making a collective recommendation to grant an exemption to the harvest objective requirement. This group shall review the evidence if there is consensus that an exemption is warranted, they shall recommend that the County designated committee charged with the approval of such damage claims, grant approval of the damage claim for the year in which the permit was issued. Compelling evidence that shall be used is detailed in s. NR 12.163(2)(b)2., Wis. Adm. Code.

10. Charges: The terms of this Agreement may be changed by written amendment approved by all Parties.

11. Termination:

- a. The County may terminate participation in the WDACP upon notifying WDNR in writing thirty (30) days prior to termination.
- b. WDNR shall terminate a County Plan of Administration if the County does not comply with all conditions of s. 29.889, Stats., s. NR 12, Wis. Adm. Code, this Plan of Administration, the Wisconsin WDACP Technical Manual, or fails to properly report costs of the program or claims.
- c. WDNR agrees to reimburse the County for WDACP costs incurred and determined proper by DNR under this Plan of Administration prior to the effective date of termination.

- d. That upon termination of the Agreement, the County shall reimburse APHIS-WS for all County WDACP obligations created by APHIS-WS as a result of this Agreement and not previously reimbursed, to the limits of the County WDACP budget.
  - e. In the even that the County chooses to exercise its right to overrule APHIS-WS on a particular case under the general policy provision, APHIS-WS reserves the right to withdraw administrative and/or fiscal support of that case. Either action may occur without termination of this Agreement.
12. Length of Effect: This Plan shall remain in effect until December 31, 2028, unless otherwise changed or terminated as described in Article 12 and sections 10 and 11.

**ATTACHMENT C  
FINANCIAL PLAN**

Annual Budgets will be completed by APHIS-WS representative, approved by all Parties, and signed by County, WDNR, and APHIS-WS representatives.

Financial Point of Contact/Billing Address:

County representative Name, Address,  
Phone Number, Email

Chad Casper  
County Conservationist  
625 E County Rd. Y, Suite 100  
Oshkosh, WI 54901  
Ph. 920-232-1951  
ccasper@winnebagocountywi.gov

APHIS-WS State Office Name, Address, Phone  
Number, Email

Tina Stott, Budget Analyst  
USDA, APHIS, WS  
732 Lois Drive  
Sun Prairie, WI 53590  
608-478-3742  
tina.stott@usda.gov

2  
3 **RESOLUTION: Approving \$250,000 from the Spirit Fund's Government Identified**  
4 **Community Projects Category to Renovate the Omro Area Community Center**

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

7 **WHEREAS**, the Omro Area Community Center ("OACC") was established in 1995 and it's mission is to  
8 strengthen the lives of individuals, families, and the community by offering health, educational, economic and inter-  
9 generational activities; and

10 **WHEREAS**, the OACC submitted a timely Spirit Fund application requesting \$250,000 to cover renovations  
11 at 1005 East Main St in Omro, Wisconsin; and

12 **WHEREAS**, the renovations include plumbing, electrical, HVAC, framing, insulation, flooring and sheetrock  
13 work; and

14 **WHEREAS**, when the previous OACC location closed it displaced many self-sustaining social groups and  
15 services that have struggled to find alternative meeting space that is safe and accessible to the public, and

16 **WHEREAS**, programs offered at the OACC include literacy and learning through music, exercise classes,  
17 painting, and mental health programs targeted to middle and high school students. Partnering agencies such as  
18 Advocap, Winnebago County Aging and Disability Resource Center, Public Health and Veteran Services have all  
19 utilized this community resource to engage and improve social access for rural residents. The OACC has, and wants  
20 to continue hosting Scout meetings, babysitting and CPR classes, Healthy Aging Wellness Plus Classes, and more.  
21 It is also anticipated that Alcoholics Anonymous, the American Legion, Women's Service League, and the Red Cross  
22 will use the OACC:

23 **WHEREAS**, the OACC serves as a vital connection between citizens in the Omro area and county  
24 resources, programs and services.

25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that \$250,000 from  
26 the Spirit Fund's Government Identified Community Project category be approved to renovate the Omro Area Community  
27 Center **as long as the OACC remains committed to its mission to strengthen the lives of the individuals, families, and the**  
28 **community.**

29 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that upon  
30 completion, OACC will submit supporting documentation to the Winnebago County Finance Director outlining the  
31 expenditures. The documentation will be submitted within 6 months of the completion of the project but not to exceed  
32 5 years from date of disbursement.

33  
34 *Fiscal Note: This resolution will not amend the County budget. \$250,000 will be transferred from the Spirit*  
35 *Fund.*

36  
37 Respectfully submitted by:

38 **ARPA STRATEGY AND OUTCOMES COMMISSION**

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40 Commission Vote: 8-0

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

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

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

# Agenda Item Report



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

DATE: October 6, 2023

FROM: ARPA STRATEGY AND OUTCOMES COMMISSION

RE: Omro Community Center Resolution

## **General Description:**

The ARPA Strategy and Outcomes Commission is recommending a grant of \$250,000 to assist in the remodeling of the new location of the Omro Area Community Center.

## **Requested Action:**

Approval of the resolution appropriating \$250,000 from the Spirit Fund to Omro Area Community Center for their remodeling project.

## **Procedural Steps:**

ARPA STRATEGY AND OUTCOMES COMMISSION	Meeting date: 10/6/23
Action taken: Recommend passage of resolution	Vote: 8-0-1 (Borchardt absent)
County Board	Meeting date: 10/17/23

## **Background:**

When the Spirit Fund was created by the county board in March, an amendment collapsed three proposed categories to two: County Government Projects and Government Identified Community Projects. The Government Identified Community Projects was to be for grants to organizations, governments, or other project funding to tackle legacy work which would assist county government in our mission to meet the basic needs of our residents.

The ARPA Strategy and Outcomes Commission reviewed the passed Spirit Fund resolution and determined non-profits are eligible under this category provided the project is a partnership and necessary for the county to delivery services to our constituents.

The Spirit Fund dollars were to be used to build resiliency toward communities impacted by the pandemic. The Omro Area Community Center serves elderly populations at risk for social isolation. Multi-generational events assist in these efforts.

Many Winnebago County Departments utilize the community center resource to engage and improve social access for rural residents (e.g., ADRC, Public Health, Veterans). Agencies such as ADVOCAP, Scouts, Red Cross, etc. rely on this space to provide safe, ADA accessibility for rural residents.

Winnebago County Department Programs offered at the OACC include:

- Wellness Plus classes (Healthy Aging, Evidence Based Classes, e.g., fall prevention, muscle strengthening, health management education) a partnership of WCPH and ADRC,
- Winnebago County Aging and Disability Resource Center,
  - Welcome to Medicare,
  - dementia training and information with families,
  - ADRC overview of services

- Veterans Services Quarterly Veteran Outreach
  - Veteran Services have utilized this community resource to improve access for rural residents facing barriers to travel to Oshkosh

At the first Veterans Services outreach event, the staff was introduced to a WWII Veteran who drove to the grocery store and to medical appointments on the west side of Oshkosh. He would have never come downtown to meet with staff to discuss his benefits. The Veterans staff connected him to the ADRC and provided transportation services and other assistance.

This small story is how the county is meeting citizens where they are. We will be able to use this location for years to come to provide service in one of the county's poorest communities.

The OACC has hosted, and wants to continue hosting

<ul style="list-style-type: none"> <li>• Literacy &amp; learning through music,</li> <li>• exercise classes,</li> <li>• health education,</li> <li>• painting, and mental health programs targeted to middle and high school students.</li> <li>• ADVOCAP 60+ and ADA Meal Site</li> </ul>	<ul style="list-style-type: none"> <li>• Scout meetings,</li> <li>• babysitting courses and</li> <li>• CPR classes,</li> <li>• Alcoholics Anonymous,</li> <li>• the American Legion,</li> <li>• Women's Service League, and the</li> <li>• Red Cross</li> </ul>
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**Attachments:**

- = Resolution
- = OACC Application Documents