

CORRECTED

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 11, 2020**

There will be an Adjourned Session of the Winnebago County Board of Supervisors on Tuesday, February 11, 2020 at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

- *Roll Call
- *Pledge of Allegiance
- *Invocation
- *Adopt agenda

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.

- Correspondence
 - Card from the family of Supervisor Kenneth Robl
 - Zoning Petitions:
 - No. 001 – Howard Wojahn, Town of Winchester; tax parcel no. 028-0768(p)
 - No. 002 – Larry Schmick, Town of Algoma; tax parcel nos. 002-0211-01, 002-0211-02, 002-0211-02-01 and 002-1426
 - Resolutions from Other Counties:
 - Outagamie County – Resolution No. 79-2019-20 – supports pending legislation that makes various changes and additions to laws pertaining to crimes against people 60 years of age and older.
 - St. Croix County – Resolution No. 4 (2020) – Resolution for Referendum on Question for Fair Maps
 - Trempealeau County – Resolution Number: 2019-12-09 – Advisory Referendum on Creation of Nonpartisan Procedure for the preparation of Legislative and Congressional Redistricting Plans and Maps
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the January 7 and January 21, 2020 County Board meetings
- County Executive's Report
- County Executive's Appointment:
 - Fox Valley Workforce Development Board, Inc. – Dustin Delsman, Business Agent Local 400, 2700 Northridge Drive, Kaukauna, WI 54130
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

- Report No. 001 – George Kontos, Revocable Trust – Town of Winneconne
- Amending Ordinance No. 02/01/20 – Rezoning from B-2 Community Business to R-2 Suburban Residential for tax parcel nos. 030-0634, 030-0598, 030-0597, 030-0624 & 030-0623

RESOLUTIONS AND ORDINANCES

- RESOLUTION NO. 269-022020: Commendation for Patricia Allen
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 270-022020: Commendation for Linda Kiedrowski
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 271-022020: Commendation for Mary Zillges
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present

- RESOLUTION NO. 272-022020: Authorize a Capital Project for Park View Health Center to Design an Ancillary Building to Serve as a Garage, Storage Space, and Training Facility at a Cost of \$50,000, Funded by Park View Health Center's Unrestricted Fund Balance
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 273-022020: Authorize the Winnebago County Human Services Department to Accept Additional Fiscal Year 2020 Funding from the State Department of Children and Families in the Amount of \$890,524, and Appropriate the Funds to the Related Program Expenses
Submitted by:
HUMAN SERVICES BOARD
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 274-022020: Amend the Table of Organization for the Winnebago County Department of Human Services to Add One Full-Time Psychotherapist Position, One Full-time Social Work Specialist Position, and One Full-Time Home Consultant Position
Submitted by:
HUMAN SERVICES BOARD
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 275-022020: Amend the Table of Organization for the Winnebago County Child Support Department to Eliminate One Full-Time Paralegal Position and Add One Full-Time Child Support Attorney Position
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 276-022020: Authorize a Capital Project for the Winnebago County Parks Department to Purchase a Replacement Front-End Loader at a Cost of \$200,000, Funded with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Three-Fourths of Membership
- RESOLUTION NO. 277-022020: Authorize a Five (5)-Year Sponsorship Agreement Between Winnebago County and Vines and Rushes Winery for Exclusive Rights to Access Point from Its Property to the Mascoutin Trail
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 278-022020: Authorize a Three (3)-Year Rental Agreement Between Winnebago County and the National Take a Kid Hunting Foundation Inc. to Hold Its Oshkosh Gun Show Event at the Sunnyview Exposition Center
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present

RESOLUTION NO. 279-022020:

Authorize a Five (5)-Year Agreement Between Winnebago County and
Radtke Contractors Inc. for Installation and Removal of Boat Landing
Seasonal Docks

Submitted by:

PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Vote Required: Majority of Those Present

RESOLUTION NO. 280-022020:

Authorize a Five (5)-Year Agreement Between Winnebago County and
Oshkosh Dock Lift LLC for Installation, Removal, and Maintenance of
Navigation Aids System

Submitted by:

PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Vote Required: Majority of Those Present

RESOLUTION NO. 281-022020:

Support 2019 Assembly Bill 33 and 2019 Senate Bill 39 Relating to the
Expungement of Criminal and Civil Conviction and Non-Conviction Records

Submitted by:

LEGISLATIVE COMMITTEE

~~PERSONNEL & FINANCE COMMITTEE~~

Vote Required: Three-Fourths of Those Present

RESOLUTION NO. 282-022020:

Support the Proposed Revisions to NR 151, Wisconsin Administrative Code,
Which Will Set Updated Target Performance Standards and Prohibitions to
Abate Pollution of Groundwater by Nitrate in Areas of the State with Highly
Permeable Soils that are Susceptible to Groundwater Contamination

Submitted by:

LEGISLATIVE COMMITTEE

~~PERSONNEL & FINANCE COMMITTEE~~

Vote Required: Three-Fourths of Those Present

:

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk
(920) 232-3432

Upon request, provisions will be made for people with disabilities.

(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)

PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

**Special Orders Session
January 7, 2020**

**Regular Business Session
January 21, 2020**

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

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

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, JANUARY 7, 2020**

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

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

The following Supervisors were present: 32 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Smith, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Singstock, Buck, Powers, Locke, Wise, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 3 – Lenz, Wojciechowski and Finch. Vacant: 1

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

PUBLIC HEARING

The following person spoke in support of the Sawyer Creek Floodplain Study:

- Ken Arneson, CEO/President Evergreen Retirement Community, Oshkosh

The following person voiced concern in regard to the Sawyer Creek Floodplain Study:

- Jessica Bradley, 2633 Knott Road, Oshkosh

COMMITTEE REPORTS

Supervisor Defferding reported that updates regarding the Diversion Concept Program will be brought to the Judiciary and Public Safety Committee meeting on January 13, 2020 for updates.

Supervisor Albrecht announced the passing of former Supervisor John Schaidler.

CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisors Finch, Lenz and Wojciechowski are excused from this meeting. He welcomed Supervisor Smith back following his surgery.

Chairman Ramos announced that the mileage rate for 2020 is \$.575.

Chairman Ramos reported that the "Slate of Candidates for County Board Supervisors" for the April election was placed on their desks. There will not be a primary election for any county board seats.

SAWYER CREEK FLOODPLAIN STUDY PRESENTATION

Cary Rowe, Winnebago County Zoning Administrator, provided a brief history of the Sawyer Creek Floodplain Study. It was brought to the Winnebago County Board of Supervisors on October 15, 2019 under the zoning reports and ordinances. It was referred back to the committee for reconsideration and outreach. After meeting with the City of Oshkosh, it was decided to conduct additional informational meetings to answer property owners and residents' questions. After these informational meetings, another public hearing will be held, then it will be brought back to the County Board.

Mr. Rowe introduced the following persons:

- Michelle Staff – Association of State Floodplain Managers
- Michelle Hase – Wisconsin Department of Natural Resources Water Reg/Zoning Engineer
- Steve Goede – City of Oshkosh Utilities General Manager
- Mark Rohloff – City of Oshkosh Manager
- Allen Davis – City of Oshkosh Community Development Director
- Matthew Ents - Strand Associates

Steve Goede provided information on flooding history, background information on the city and county purpose of the floodplain code; city, state and county improvements that have been made; and the mapping process. Mr. Goede provided maps of the areas with existing water basins. He provided information on how many properties would be added to the floodplain with this plan, which includes critical care facilities. He noted roads that would be affected. Mr. Goede provided information on how properties would be impacted if the flood storage areas are approved and if they are not approved. The next step is to have a joint public meeting with the County Planning and Zoning Committee and the City Plan Commission. He ended by summarizing his presentation.

Mr. Goede, Mr. Rowe, Ms. Staff, Ms. Hase, Mr. Rohloff, Mr. Davis and Mr. Ents then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

HIGHWAY DEPARTMENT 2020 CAPITAL IMPROVEMENT PROJECTS PRESENTATION

Ray Palonen, Winnebago County Highway Commissioner, presented the 2020 Highway Department capital improvement projects to the board. The total for these projects is \$8.9 million, \$5.283 million in bonding and \$3.7 million in state, federal and outside funding.

The projects include:

- County Highway A (Indian Point Road to County Highway GG) - \$4,000,000.00 – Closed to traffic during construction. \$2.8 million in federal funding.
- County Highways CB and JJ Roundabout - \$300,000.00 for design work – Cooperative between Winnebago County and the City of Neenah. Construction 2022. Applied for MLS funding.
- County Highway FF (State Highway 21 – State Highway 91) - \$1,000,000.00 – Asphalt is beyond reasonable maintenance life. Fully funded by the County.
- County Highway G (Woodenshoe Road – County Highway A) - \$1,247,000.00 - \$330,000.00 in State Funding
- County Highway R Beam Guard Upgrade - \$150,000.00 – Beam Guard is buried, safety improvements needed.
- County Highway O (Interstate 41 – State Highway II) - \$1,751,300.00 – Reconstructed to two lanes with center turn and bike lanes. \$360,000.00 in state funding.
- County Highway O Stormwater Detention Pond - \$100,000.00 – This project would allow the County to meet the MSR requirements.
- County Highway II Box Culvert Safety Upgrade - \$100,000.00 – The Village of Fox Crossing and Winnebago County are working together to have this operate more efficiently.
- Future County Highway T (Convert Pioneer Road into County Highway T) - \$275,000.00 – Used as a County Highway but is actually a town road.
- County Highway Y (Interstate 41 – County Highway T) - \$75,500.00 – This project allows the County to apply for CDGB funding to rehabilitate the road.
- Parking Lot Paving for the Highway Department - \$350,000.00 - Phase 1 of this project, from County Road Y to Salt Shed.

Mr. Palonen will be requesting the funding for these projects at the January 21, 2020 County Board meeting. Mr. Palonen then took questions from the board. A copy of his presentation is available in the County Clerk's office.

EXPO EAST CAMPUS STORM WATER DRAINAGE, CAMPING AND ROAD INFRASTRUCTURE IMPROVEMENTS

Rob Way, Winnebago County Parks Director; Vicky Redlin, Winnebago County Parks Program Manager; Rick Helms, Winnebago County Parks Operations Supervisor; and Chase Rettler, Rettler Corporation Civil Engineer presented the plans for improvements at the Sunnyview Expo Center. The cost of phase one of this project is projected to be \$2,273,200.00.

Mr. Way reported that it was decided to divide the whole project into two phases. Phase one involves the east campus of the expo grounds, the camping area, the roads, and parking areas. Mr. Way addressed the problem areas of the Expo Grounds which include the Expo building and surrounding ditches. He feels that the Expo grounds were a good investment and feels that it will continue to grow.

Vicky Redlin, Program Manager, provided photos of the past fairgrounds to events held at the current Expo Grounds. An economic impact study and survey was conducted in 2019. Ms. Redlin reported on new large events that are coming to the Sunnyview Expo.

Rick Helms, Operations Supervisor, reported on the pooling, puddling and flooding of water that can lead to dangerous situations. This happens inside and outside of the buildings and at times, some areas are completely unusable. The effects of the flooding are felt downstream at the Community Park because it takes the bulk of the expo storm water.

Rob Way feels the solution is to expand and add retention and detention ponds, add hard surface parking and provide additional roadway and walkway paving. He provided a map of the proposed improvements.

Chase Rettler, a licensed civil engineer from Rettler Corporation, is assisting the Parks Department for a comprehensive master plan for the Expo Grounds. With a map, he explained what areas would be improved and how they would be improved. Included with the improvements are: three new camping lots, electrical service expansion, a dumpster pad, additional roads and road improvements. Mr. Rettler briefly touched on Phase 2 – Expo West Campus Improvements. This would include a new entrance to this facility, expansion for parking and camping, improved lighting and bringing back the historic arch.

Mr. Way, Ms. Redlin, Mr. Helms and Mr. Rettler then took questions from the board. A copy of this presentation is available in the County Clerk's office.

FRONT-END LOADER REPLACEMENT – PARKS DEPARTMENT

Rob Way, Winnebago County Parks Director, reported that the Parks Department needs a new front-end loader. The current end loader is twenty years old. It was purchased in 2010, but built in 2005. It is used for cleaning up from horse shows, excavation, moving gravel, moving cement barriers, and used extensively for snow plowing at the Expo Grounds and Coughlin building during the winter months. Mr. Way has safety concerns and maintenance concerns regarding this piece of equipment.

The cost of a new front-end loader would be \$200,000.00. He has been in contact with the Winnebago County Highway Department to see if anything is available from them.

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

Motion by Supervisor Albrecht and seconded by Supervisor Ellis to adjourn until the Board's next meeting on Tuesday, January 21, 2020. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:58 p.m.

Respectfully submitted,
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held January 7, 2020.

Julie A. Barthels
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, JANUARY 21, 2020**

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

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

The following Supervisors were present: 29 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Smith, Nussbaum, Spellman, Albrecht, Gabert, Konrad, Schorse, Wojciechowski, Wingren, Lautenschlager, Norton, Warnke, Singstock, Locke, Wise, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 6 - Lenz, Binder, Gordon, Buck, Powers and Finch. Vacant: 1.

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

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS AND PETITIONS

The following correspondence was presented to the board by Julie Barthels, Deputy County Clerk:

- Zoning Petitions:
 - No. 001 – George J. Kontos Rev Trust, Town of Winneconne; tax parcel nos. 030-0623, 030-0624, 030-0597, 030-0598 & 030-0634; to rezone B-2 Community Business District to R-2 Suburban Residential District was referred to the Planning and Zoning Committee.
 - No. 002 – Harve Ross, Town of Omro; tax parcel no. 016-0371-05(p); to rezone from B-2 Community Business District to A-2 General Agriculture District was referred to the Planning and Zoning Committee.
- Notice of Claim:
 - Notice of Claim from American Family Insurance on behalf of Allen F. Sens for damages to his vehicle that occurred on October 1, 2019 was referred to the Personnel and Finance Committee.
- Resolutions from Other Counties:
 - Eau Claire County – Resolution No. 19-20/078 R163-035: Supporting the Wisconsin Legislature to revise Chapter 814 to make filing fees consistent between the Clerk of Court and Register in Probate was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 114-2019-20: Supporting the Governor and Legislature to submit an application for a waiver from Centers for Medicare and Medicaid Services of the Medicaid Institute for Mental Disease exclusion to allow federal reimbursement of short-term acute care and transition planning for persons with serious and persistent mental illness was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 128-2019-20: Support to revise state statutes for consistency by requiring fees and costs charged by the Register in Probate Office and Clerk of Circuit Court Office to be identical for the same item or service was referred to the Legislative Committee.
 - Waushara County – Resolution No. 40-12-19: Support to revise Wisconsin State Statutes for Clerk of Court and Register in Probate Offices charges for court costs, fees and surcharges was referred to the Legislative Committee.
 - Wood County – Resolution No. 19-12-20: Support the proposed revision to Ch. NR 151, Wis. Adm. Code, which will set newer Targeted Performance Standards and Prohibitions to abate pollution of groundwater by nitrate in areas of the state with highly permeable soils that are susceptible to groundwater contamination was referred to the Legislative Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Eisen reported on his attendance to an Emergency Management Committee meeting on Monday, January 6, 2020. It was reported that the Mobile Command Post contract was awarded to LDV, Inc., Burlington, WI. A delivery date of August 2020 was reported.

Supervisor Eisen attended a Safe Streets Initiative Committee meeting, also known as Winnebago County Criminal Justice Coordinating Council on January 17, 2020. Executive Director, Cindy Sahotsky, discussed the COTS (Community Outreach Temporary Services) and Riverview Garden Programs. The Winnebago County District Attorney's diversion program was also discussed.

Supervisor Egan announced that there will be a Planning and Zoning Committee meeting with the City of Oshkosh on Thursday, January 23, 2020 regarding the Shoreland Flooding. It will be held at the Oshkosh West High School Little Theater.

Supervisor Egan announced that there will be a Legislative Committee meeting held on Monday, January 27, 2020 at 8:30 a.m., at the JP Coughlin Building.

Supervisor Wingren asked Mike Elder, Facilities and Property Management Director, to report on the mobile home that will be used by the Sheriff's Department to house Chapter 980 Sexually Violent Offenders. The county has received the Certificate of Occupancy. Landscaping and security fencing will be installed in the Spring.

Supervisor Albrecht reported on his attendance to the Highway Conference. At the conference, special mention was made for Supervisor Ken Robl for forty years of service to the Highway Committee.

Supervisor Defferding attended the Judiciary and Public Safety Committee meeting held this month. The Diversion Program has connected with outside non-profit groups including REACH Counseling in Neenah and the Boys and Girls Club to be involved with this program. The Forward Service Corporation is another group that wishes to be involved.

Motion by Supervisor Albrecht and seconded by Supervisor Ellis to approve the proceedings from the December 17, 2019 county board meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

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

- Resolution No. 267-012020: "Authorize an Easement Encroachment Agreement Between Winnebago County and the City of Oshkosh".
- Resolution No. 268-012020: "Authorize \$8,998,800.00 for the Winnebago County Highway Department's 2020 Annual Bridge and Road Paving Program and \$350,000.00 for the Highway Department Parking Lot Phase 1, to be Funded with \$3,715,500.00 from Outside Sources and \$5,633,300.00 in Bond Proceeds that will be Advanced from the General Fund and Reimbursed from a Subsequent Bond issue".

Executive Harris commented on the Capital Improvement Plan that was placed on Supervisor's desks. Nothing in the plan has been approved, this is a five year wish list from Winnebago County Department heads.

COUNTY EXECUTIVE'S APPOINTMENTS

Veterans Service Commission

County Executive, Mark Harris, asked for the Board's approval of his appointment of Lucy Burr, 888 E. Shady Lane to the Veterans Service Commission. This is a three-year term that will expire on December 31, 2022. Motion by Supervisor Ellis and seconded by Supervisor Albrecht to approve. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos announced that Supervisors Lenz, Binder, Gordon, Buck, Powers and Finch are excused from tonight's meeting.

COUNTY BOARD CHAIRMAN'S APPOINTMENT

County Board Chairman, Shiloh Ramos, asked for the Board's approval of his appointment of Supervisor Joel Rasmussen to the Highway Committee. Supervisor Rasmussen will complete the unexpired term of Kenneth Robl. Motion by Supervisor Konetzke and seconded by Supervisor Brunn to approve. CARRIED BY VOICE VOTE.

PVHC ANCILLARY BUILDING – TRAINING CENTER, GARAGE AND STORAGE REPORT

Marleah Keuler Grahek, Park View Health Center Administrator, presented the proposed Park View Health Center Ancillary Building. This would provide for a training center, a garage for their vehicles and additional storage space. Planning and design for this project is \$50,000.00, construction would be \$500,000.00. Ms. Keuler Grahek announced that with the new building, they could provide a training program for Certified Nursing Assistants. She reported that there continues to be a decline in active CNAs. Park View does have a partnership with Fox Valley Technical College for this training. By having their own space for this program, there will be cost savings.

Ms. Keuler Grahek provided a map showing the location of the building and the building's layout. She will take this plan to the Park View Health Center Committee, the Facilities and Property Management Committee, the Personnel and Finance Committee and then to the County Board for approval for the design of the building funds. If funding for the design is approved, construction costs will then be brought to all committees listed above.

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

ZONING REPORTS & ORDINANCES

- Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Perry Yoder & Sons, Inc., Town of Nekimi, for tax parcel no. 012-0346. Motion by Supervisor Keller and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.
 - Amending Ordinance No. 01/01/20 – A requested zoning change from A-1 Agribusiness to A-2 General Agriculture for tax parcel no. 012-0346. Motion by Supervisor Keller and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: January 24, 2020)
- Amending Ordinance No. 01/02/20 – A requested zoning change from the Town of Clayton on behalf of Roydon Hart to rezone from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 006-0677(p). Motion by Supervisor Youngquist and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: January 24, 2020)

RESOLUTIONS & ORDINANCES

RESOLUTION NO. 265-012020: Commendation for Chris Karoses

WHEREAS, Chris Karoses has been employed with Wittman Regional Airport for the past twenty-eight (28) years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Chris Karoses has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge his years of service.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere appreciation and commendation be and is hereby extended to Chris Karoses for the fine services he has rendered to Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Chris Karoses.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 266-012020: Disallow Claim of Progressive Group of Insurance Companies on behalf of Ashley N Solvang

WHEREAS, your Personnel and Finance Committee has had the claim of Progressive Group of Insurance Companies on behalf of Ashley N Solvang referred to it for review; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Progressive Group of Insurance Companies on behalf of Ashley N Solvang, filed with the County Clerk on December 5, 2019, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 267-012020: Authorize an Easement Encroachment Agreement Between Winnebago County and the City of Oshkosh

WHEREAS, in 1995 Winnebago County granted an easement along Butler Avenue for the purpose of construction, maintenance, repair, and operation of a sanitary sewer and water main; and

WHEREAS, it was mutually agreed between the City of Oshkosh and County of Winnebago that no building, tree, or other substantial permanent structure would encroach on said easement; and

WHEREAS, in June 2018, the Winnebago County Board of Supervisors approved the building of a Community-Based Residential Facility along the east side of Butler Avenue; and

WHEREAS, the driveways of the Community Based Residential Facility will cross the existing easement and be an encroachment of the easement; and

WHEREAS, your undersigned Facilities and Property Management Committee believes that approving said easement encroachment agreement is appropriate and necessary to provide vehicular access to the Community Based Residential Facility.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes execution of the Easement Encroachment Agreement between Winnebago County and the City of Oshkosh.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of said Easement Encroachment Agreement, attached hereto, is made a part of this Resolution and incorporated herein by reference.

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

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

RESOLUTION NO. 268-012020: Authorize \$8,998,800 for the Winnebago County Highway Department's 2020 Annual Bridge and Road Paving Program and \$350,000 for the Highway Department Parking Lot Phase 1, to be Funded with \$3,715,500 from Outside Sources and \$5,633,300 in Bond Proceeds that will be Advanced from the General Fund and Reimbursed from a Subsequent Bond Issue

WHEREAS, a portion of Winnebago County's infrastructure is showing significant signs of deterioration, and the following roadways and parking lot need improvements to extend their useful lives:

- Town of Vinland: CTH A (Indian Point Road to CTH GG) construction;
- City of Neenah: CTH CB and CTH JJ Roundabout design and engineering;
- Town of Omro: CTH FF (STH 21 to STH 91) reconditioning;
- Town of Vinland: CTH G (Woodenshoe Road to CTH A) reconditioning;
- Town of Black Wolf: CTH R beam guard upgrades;
- Town of Neenah: CTH O (I 41 to CTH II) reconstruction;
- Town of Neenah: CTH O stormwater detention pond construction;
- Village of Fox Crossing: CTH II box culvert safety upgrade;
- Town of Clayton: Future CTH T (convert Pioneer Road into CTH T) design and engineering;
- Town of Oshkosh: CTH Y (I 41 to CTH T) design and engineering;
- Highway Department Parking Lot Phase 1; and

WHEREAS, the Winnebago County Highway Department typically performs infrastructure improvements each year to the Winnebago County roadway system in order to extend the system's useful life and preserve Winnebago County's investment in the assets; and

WHEREAS, the above-identified projects on which to perform infrastructure improvements are needed projects and have been scheduled for 2020 in the Highway Department's 2020 - 2024 Capital Improvement Plan; and

WHEREAS, the Winnebago County Board of Supervisors recognizes the value of maintaining a high level of quality transportation system in Winnebago County and is committed to maintaining our highway investments.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a total of \$9,348,800 (\$8,998,800 for the Winnebago County Highway Department's 2020 Annual Bridge and Road Paving Program and \$350,000 for the Highway Parking Lot Phase 1), to be funded with \$5,633,300 in bond proceeds and \$3,715,500 from outside funding.

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

Submitted by:

HIGHWAY COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to adopt. Supervisor Eisen called for a recorded vote. VOTE ON RESOLUTION: AYES: 28; NAYES: 1 – Defferding; ABSTAIN – 0; ABSENT: 6 – Lenz, Binder, Gordon, Buck, Powers and Finch; VACANT: 1. CARRIED.

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to adjourn until the February 11, 2020 business meeting at 6:00 p.m. The meeting was adjourned at 6:43 p.m.

Submitted by:

Julie A. Barthels

Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held January 21, 2020.

Julie A. Barthels
Winnebago County Deputy Clerk

MARK L. HARRIS
County Executive

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



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

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board

FROM: Mark L. Harris

DATE: February 10, 2020

SUBJECT: Appointment to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Subject to your approval, I am hereby making the following appointment to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Dustin Delsman
Business Agent Local 400
2700 Northridge Drive
Kaukauna, WI. 54130

Mr. Delsman is filling the unexpired term of Trevor Martin which will expire June 30, 2021.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Fox Valley Workforce Development Board, Inc.

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 20-ZC-5200 filed with the County Clerk by:

George Kontos Rev Tst, Town of Winneconne and referred to the Planning and Zoning Committee on 01/21/20 and

WHEREAS, a Public Hearing was held on 01/28/20, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: George Kontos Rev Tst

Agent(s): Davel Engineering

Location of Premises Affected: 5089 Washington St

Legal Description: Being a part of Lots 1 and 2 and all of Lots 3, 10 and 11, Block 12, and also all of Lots 2 and 3, Block 3, and the vacated alley and street between said lots, all located in Government Lots 2 and 3, Section 24, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

Tax Parcel No.: 030-0634, 030-0598, 030-0597, 030-0624, 030-0623

Sewer: ☒ Existing ☐ Required ☒ Municipal ☐ Private System

Overlay: ☐ Airport ☐ SWDD ☒ Shoreland ☐ Floodplain ☐ Microwave ☐ Wetlands

WHEREAS, Applicant is requesting a rezoning to R-2 (Suburban Residential District), and

WHEREAS, we received notification from the Town of Winneconne recommending approval and

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

1. There were no objections;
2. Proposed use is compatible with adjacent lands;
3. The Zoning Map Amendment/Zoning Change is required as a condition of plan/CSM approval and will place development in appropriate zoning district.

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

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 # 02/01/20

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 20-ZC-5200 as follows:

Being a part of Lots 1 and 2 and all of Lots 3, 10 and 11, Block 12, and also all of Lots 2 and 3, Block 3, and the vacated alley and street between said lots, all located in Government Lots 2 and 3, Section 24, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

FROM: B-2 Community Business

TO: R-2 Suburban Residential

Adopted/Denied this _____ day of _____, 20

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____ 2020.

MARK HARRIS, COUNTY EXECUTIVE

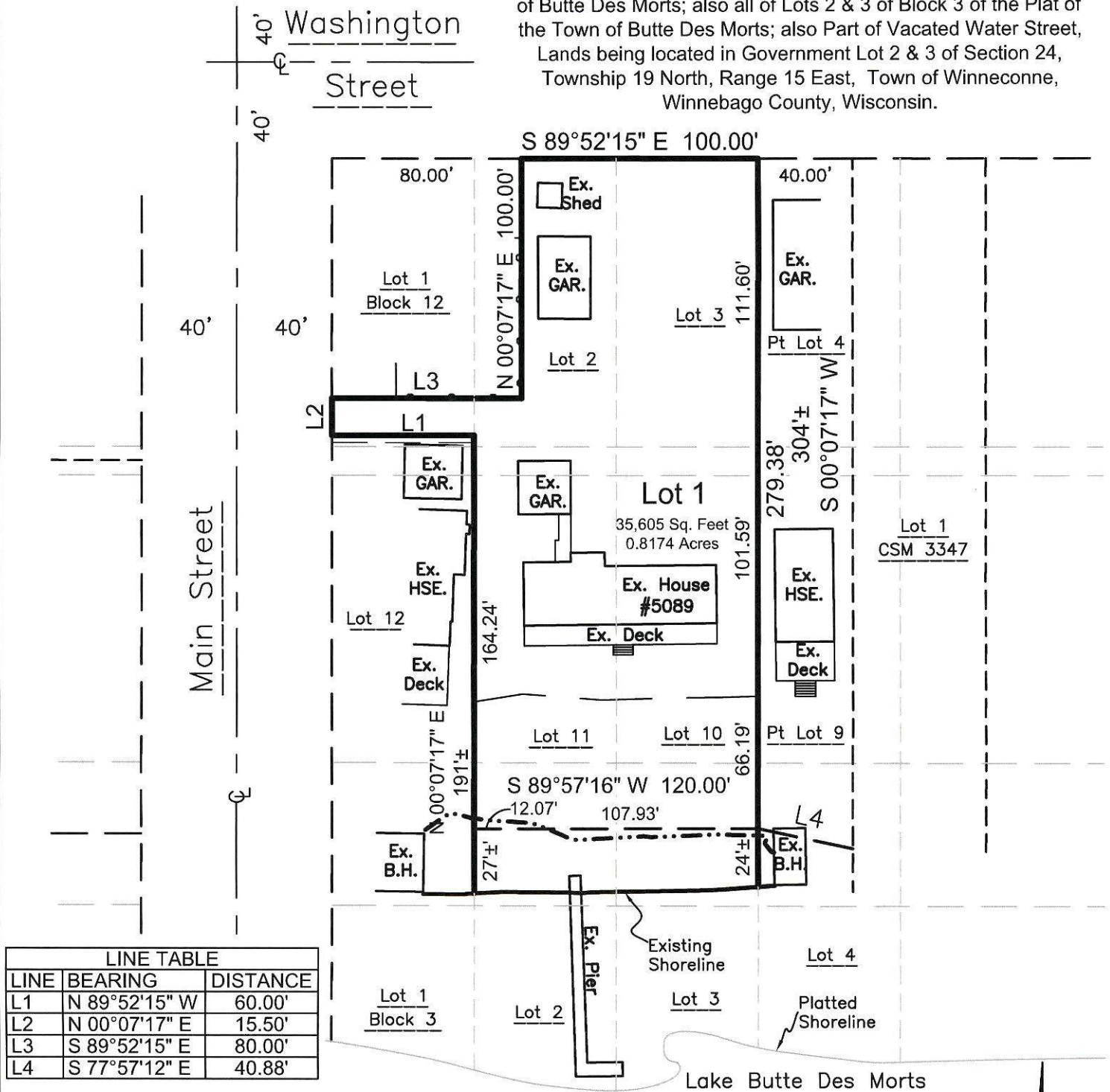
County Board Supervisory district: 35 SNIDER

Exhibit

Rezone From B-2 to R-2

Town of Winneconne, Winnebago County, WI

Part of Lots 1 & 2, and All of Lots 3, 10 & 11, and part of Vacated Platted alley way, all of Block 12 of the Plat of the Town of Butte Des Morts; also all of Lots 2 & 3 of Block 3 of the Plat of the Town of Butte Des Morts; also Part of Vacated Water Street, Lands being located in Government Lot 2 & 3 of Section 24, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

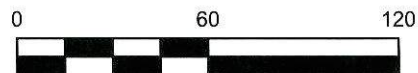


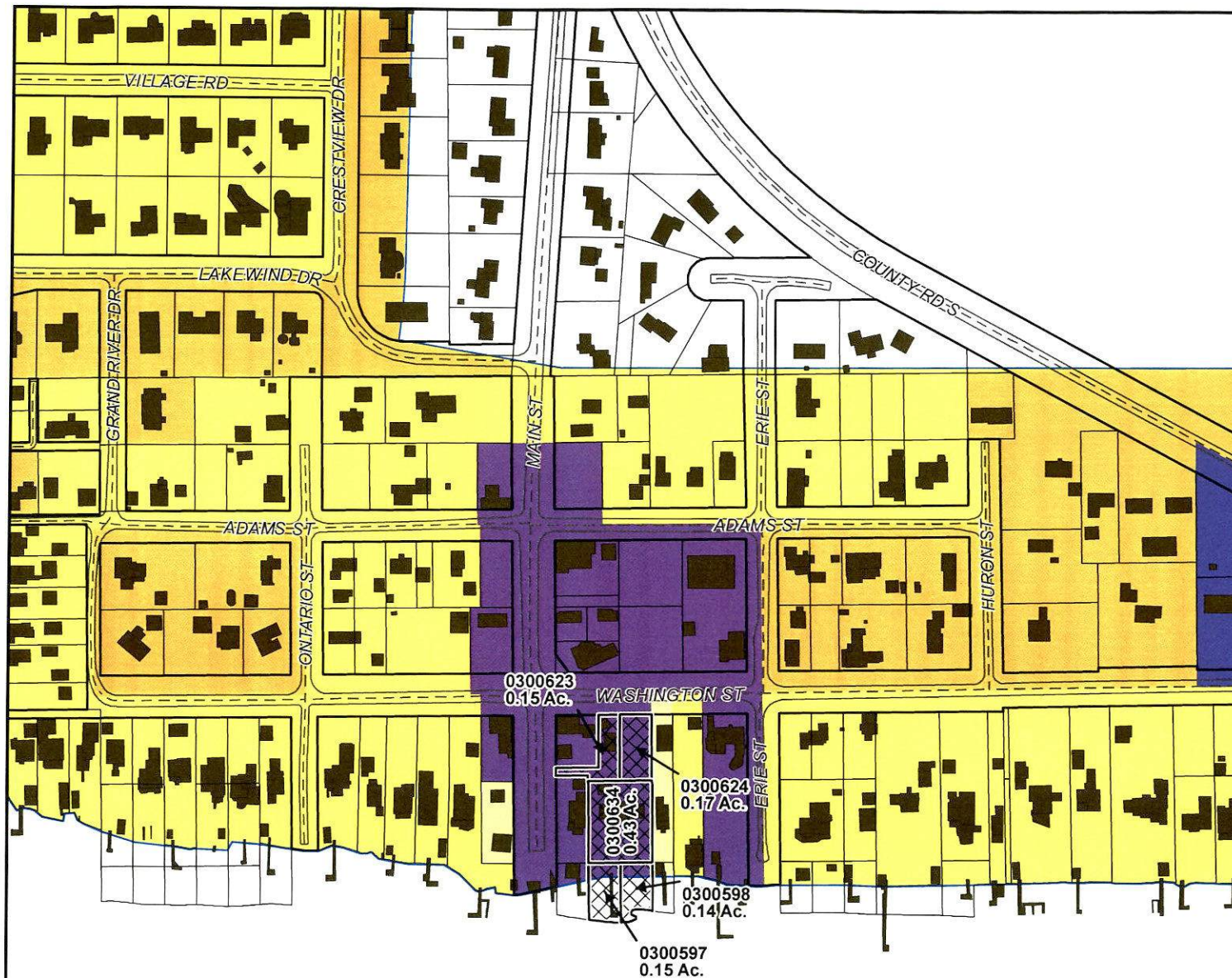
LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 89°52'15" W	60.00'
L2	N 00°07'17" E	15.50'
L3	S 89°52'15" E	80.00'
L4	S 77°57'12" E	40.88'



DAVEL ENGINEERING & ENVIRONMENTAL, INC.
Civil Engineers and Land Surveyors

1164 Province Terrace, Menasha, WI 54952
Ph: 920-991-1866 Fax: 920-441-0804
www.davel.pro





*Lake Butte
des Morts*

Application #20-ZC-5200

Date of Hearing:

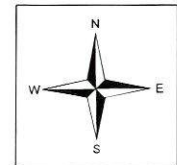
January 28, 2020

Owner(s):

George J. Kontos Rev. Trust U/V
dated September 29, 2010

Subject Parcel(s):

0300597 / 0300598 /
0300623 / 0300624 /
0300634



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

Application #20-ZC-5200

Date of Hearing:

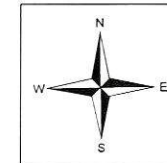
January 28, 2020

Owner(s):

George J. Kontos Rev. Trust U/V dated
September 29, 2010

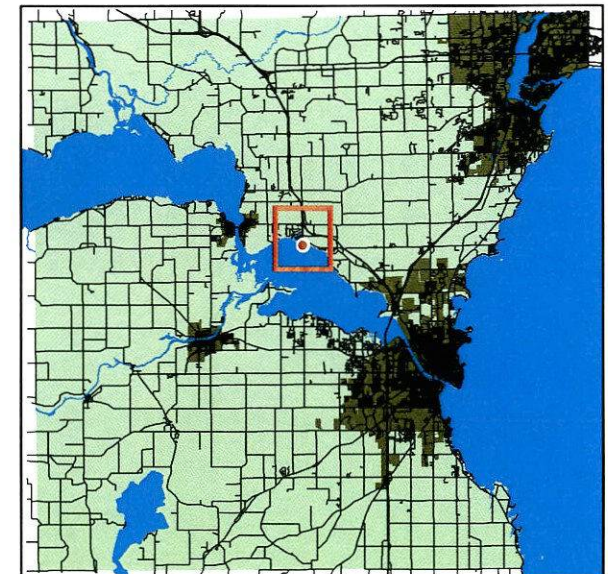
Subject Parcel(s):

0300597 / 0300598 / 0300623 / 0300624 /
0300634

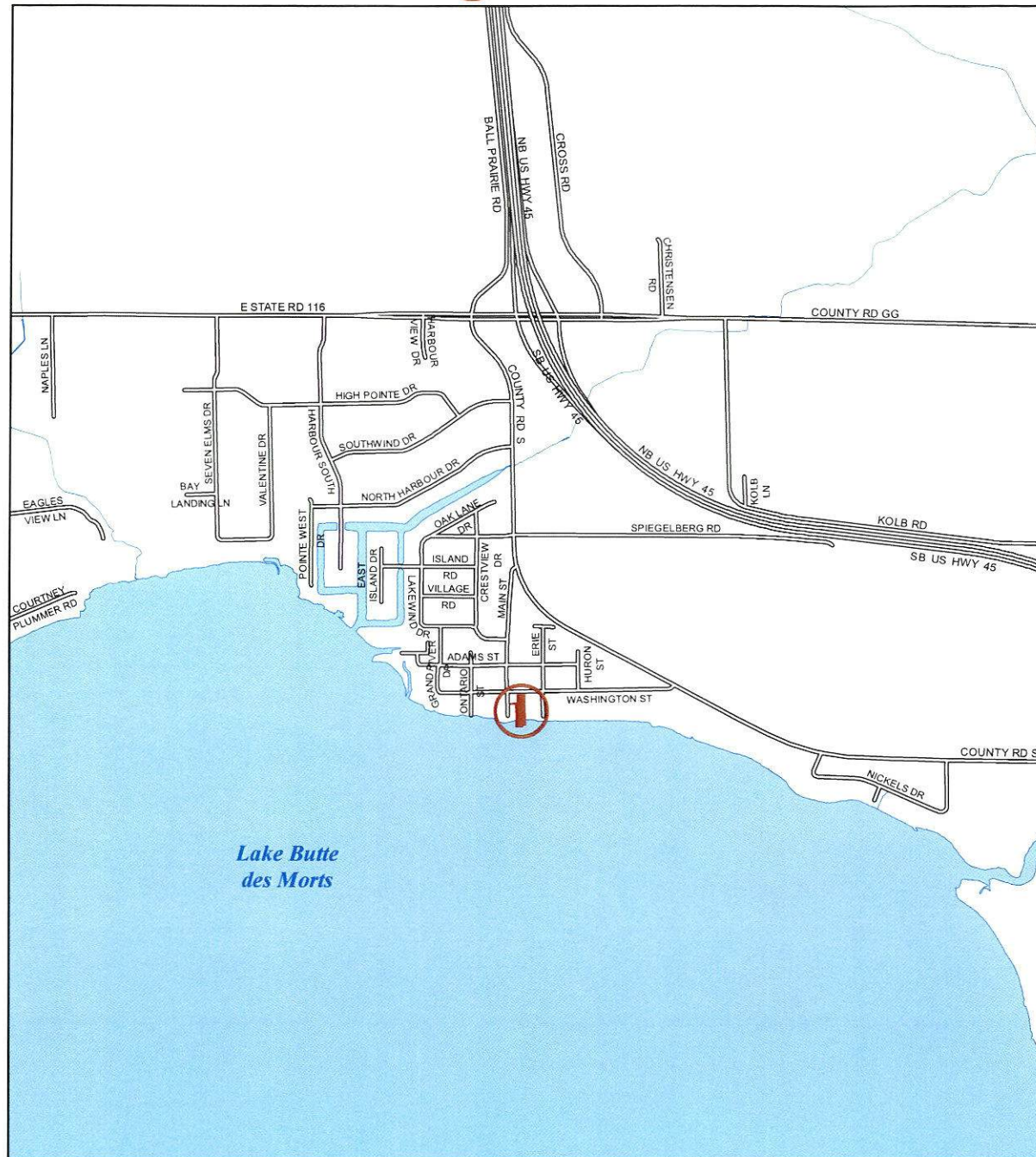


Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY



1 inch : 2,000 feet

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Patricia Allen has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Patricia Allen.

PERSONNEL AND FINANCE COMMITTEE

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

Mark L Harris
Winnebago County Executive

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Linda Kiedrowski has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge her years of service.

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Linda Kiedrowski.

PERSONNEL AND FINANCE COMMITTEE

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

Mark L Harris
Winnebago County Executive

1 **271-022020**

2 **RESOLUTION: Commendation for Mary Zillges**

3

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

5

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

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

11

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: _____

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

23

24

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

26

27

Mark L Harris

Winnebago County Executive

28

29

1 **272-022020**
2
3 **RESOLUTION: Authorize a Capital Project for Parkview Health Center to Design an Ancillary Building**
4 **to Serve as a Garage, Storage Space, and Training Facility at a Cost of \$50,000,**
5 **Funded by Parkview Health Center’s Unrestricted Fund Balance**
6
7 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**
8 **WHEREAS,** the new Park View Health Center building plans did not include space for a garage,
9 necessitating vehicles to remain outside and exposed to elements; and
10 **WHEREAS,** currently there is no designated training space; a dedicated training space for new employee
11 orientations, current employee trainings, and skills review would be beneficial and allow the facility to institute its own
12 state-approved CNA certification program; and
13 **WHEREAS,** the new Park View Health Center building plans reduced storage space resulting in an
14 untenable situation; there are materials and supplies that cannot be kept in the basement storage room due to space
15 constraints; and
16 **WHEREAS,** a new ancillary building would provide a training facility, garage, and storage space on the Park
17 View Health Center grounds.
18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 authorizes a capital project for Parkview Health Center to design an ancillary building to serve as a garage, storage
21 space, and training facility at a cost of \$50,000, funded by Parkview Health Center’s Unrestricted Fund balance.
22 **Fiscal Impact:** This will decrease Parkview Health Center’s Unrestricted Fund balance by \$50,000.
23
24 Respectfully submitted by:
25 Committee Vote: _____ **PARKVIEW HEALTH CENTER COMMITTEE**
26 Respectfully submitted by:
27 Committee Vote: _____ **PERSONNEL & FINANCE COMMITTEE**
28 Vote Required for Passage: **Two-Thirds of Membership**
29
30 Approved by the Winnebago County Executive this _____ day of _____, 2020.
31
32 _____
33 Mark L Harris
34 Winnebago County Executive

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

Respectfully submitted by:

Committee Vote: _____

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: _____

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

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

Mark L Harris
Winnebago County Executive

Page 1

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

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

FISCAL NOTE: No Fiscal Impact.

Respectfully submitted by:

JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: _____

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

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

Mark L Harris
Winnebago County Executive

1 276-022020

2
3 **RESOLUTION: Authorize a Capital Project for the Winnebago County Parks Department to**
4 **Purchase a Replacement Front-End Loader at a Cost of \$200,000, Funded with an**
5 **Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**
6

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

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

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

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

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes a capital project for the Winnebago County Parks Department to purchase a replacement front-end loader
19 at a cost not to exceed \$225,000, and to be funded with bond proceeds.

20
21 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funds to pay for the
22 capital project be advanced from the General Fund to be reimbursed from a subsequent bond issue.

23
24 **Fiscal Impact:** Annual debt service over the 10-year life of the notes amounts to approximately \$19,120 per year.
25

26 Respectfully submitted by:

27 **PARKS AND RECREATION COMMITTEE**

28 Committee Vote: **5-0**

29
30 Respectfully submitted by:

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: _____

33 Vote Required for Passage: **Three-Fourths of Membership**
34

35 Approved by the Winnebago County Executive this ____ day of _____, 2020.
36

37 _____
38 Mark L Harris
39 Winnebago County Executive

13. FRONT END LOADER REPLACEMENT - PARKS

A. **Proposed 2020 Bonding:** \$200,000

B. **Project Costs and Sources of Funds:**

PROJECT COSTS:	2020	2021	2022	2023	2024	Total
Planning & design	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Land purchase	-	-	-	-	-	-
Construction	-	-	-	-	-	-
Equipment	200,000	-	-	-	-	200,000
Other	-	-	-	-	-	-
Total costs	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
PROJECT FUNDS:						
G.O.Bonds or notes	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000
Outside funding	-	-	-	-	-	-
Tax levy	-	-	-	-	-	-
Previous bonding	-	-	-	-	-	-
Total funds	\$ 200,000	\$ -	\$ -	\$ -	\$ -	\$ 200,000

C. **Description and Justification:**

Project Description: This loader would replace the 2005 426HT JCB bought used by the Parks Department in 2010. Use of the loader takes place primarily on the Expo and Community Park grounds. It is the main piece of equipment employed during the summer months for the purpose of cleaning-up after horseshow events. The loader is also used for snow plowing, frequent transport of Jersey Barriers as well as in performing excavation work.

Relationship to other projects and plans: At this time no other projects or plans are in place.

Justification and alternatives considered: Replacement of the loader is necessary as it has become problematic to continue expending funds in changing-out worn parts on a machine that is approaching the end of its service time. Further, the main type of work the loader is used for involves clean-up after horse shows which requires a great deal of back and forward movement in and around high traffic pedestrian areas. It would be extremely helpful for safety reasons for Parks to be operating an up-to-date loader outfitted with an improved steering control system and rearview camera.

If Parks were to continue using the current loader it is anticipated that the cost of maintaining the piece of equipment will continue to rise due to its age and the amount of wear and tear impacting the hydraulics and transmission. It is anticipated that at some point within the next couple of years operator safety concerns will dictate that a majority of the key components of the machine be replace at a cost of tens of thousands of dollars.

1 **277-022020**

2
3 **RESOLUTION: Authorize a Five (5)-Year Sponsorship Agreement Between Winnebago County**
4 **and Vines and Rushes Winery for Exclusive Rights to an Access Point from its**
5 **Property to the Mascoutin Trail**

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

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

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

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

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 authorizes the Winnebago County Executive and Winnebago County Clerk to enter in to a five (5)-year sponsorship
20 agreement, ending December 31, 2024, between Winnebago County and Vines and Rushes Winery affording Vines
21 and Rushes Winery with exclusive rights from its property to the Mascoutin Trail.

22
23 **Fiscal Impact:** Annual sponsorship revenue in the amount of \$2,100 will be paid by Vines and Rushes Winery for a
24 total of \$10,500 over the term of the 5-year agreement. Estimated annual maintenance of the trail's access point is
25 \$100, for a total of \$500 over the term of the 5-year agreement. Estimated net annual revenue is \$2,000 for a total of
26 \$10,000 over the term of the 5-year agreement.

27 Respectfully submitted by:

28 **PARKS AND RECREATION COMMITTEE**

29 Committee Vote: **5-0**

30 Respectfully submitted by:

31 **PERSONNEL & FINANCE COMMITTEE**

32 Committee Vote: _____

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

34
35 Approved by the Winnebago County Executive this _____ day of _____, 2020.

36
37 _____
38 Mark L Harris
39 Winnebago County Executive
40
41

WINNEBAGO COUNTY PARKS DEPARTMENT SPONSORSHIP AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____, 20_____, by and between Winnebago County 112 Otter St., Oshkosh, Wisconsin, 54903 (hereinafter referred to as “Owner”), and Sponsor Vines & Rushes Winery, 410 County Road E, Ripon, WI 54971 (“Sponsor”), a corporation organized under the laws of the State of Wisconsin.

WHEREAS, Owner is the owner of a certain permanent facility or amenity within the Winnebago County Parks System (the “Site”), which facility or amenity is known as the Mascoutin Valley Recreation Trail (the “Attraction”) and/or has the exclusive right to promote and license the use of the Attraction for the benefit of others; and

WHEREAS, Sponsor has determined to provide financial and/or other support for the Attraction in exchange for certain access and promotional rights to be provided to Sponsor by Owner.

NOW, THEREFORE, in consideration of the mutual agreements and promises contained herein, the parties hereto agree as follows:

1.0 Official Status.

(a) Title of Attraction. The Attraction shall be known by the Attraction’s name or such other name as selected by Owner. As described in this Agreement, Owner and Sponsor shall refer to the Attraction by its full name.

(b) Improvements to Attraction–Expansions. To the extent the Attraction is expanded or improved during the Term of this Agreement, such expansions, improvements or other modifications shall be deemed to be part of the Attraction hereunder and shall not be licensed separately by Owner.

2.0 Advertising and Promotion.

(a) Grant. Subject to Owner’s rights of approval as described herein, Sponsor shall have the right to use the Owner’s Trademarks in advertising and promotional activities as it deems desirable during the Term of this Agreement.

(b) Sponsorship Rights. Owner shall use its best efforts to provide the following rights to Sponsor during the Term of this Agreement:

- (i) The right to use its resources to engage in trail improvements within an area determined by the Owner for the purpose of establishing and maintaining a shared use path ingress/egress route (“Access”) in compliance with Owner’s specifications, Exhibit A, located as per attached map, Exhibit B, going from the Attraction onto Sponsor’s property. Said improvements shall be performed in accordance with Owner’s directions and all costs associated with the building and maintenance of said improvement shall be borne by Sponsor. Maintenance of the Access shall be to the standard approved by Owner. Upon expiration or nonrenewal of this Agreement, and pending Owner’s request,

Sponsor shall remove all materials and appurtenances placed on the Attraction by the Sponsor

- (ii) the right to sell Products at Access completely within Sponsor's property;
- (iii) the right to have signs or banners at the following locations within a twenty foot radius of the Attraction: kiosk at parking area and at Access, such signs or banners to be provided by Sponsor and to be of a size and design chosen by Owner and placed in accordance with Owner's directions;
- (iv) the right to have 4 additional signs at locations specified by Owner and at a distance of at least 50 feet from other signage, such signs to be provided by Sponsor and approved by Owner;
- (v) the right to be named in all marketing pieces specific to the Attraction issued by Owner;
- (vi) the right to sell or give away promotional merchandise in connection with advertising or promoting the Attraction, but only in compliance with Paragraph 7 of this Agreement;
- (vii) the right to photographs and film and to use existing film clips (not to exceed 5 minutes in length) of the Attraction for purposes of advertising Sponsor's involvement with the Attraction, during the Term of this Agreement, subject to Owner's prior approval and subject to any individual rights (other than copyright) of persons shown in such films;
- (viii) the right to host one hospitality event per year during the Term of this Agreement on Sponsor's property near or adjacent to the Attraction, such event to be funded solely by Sponsor and arranged in conjunction with Owner. Sponsor shall at all times obey Owner's rules for use of the trail, including, but not limited to vehicle use on the trail without written permission from Owner;
- (ix) the right to have access to Owner's mailing list in a mutually agreeable physical format for Sponsor's use only during the Term and only for such mailings by Sponsor as are approved by Owner in writing, in advance;
- (x) the right to provide samples of and display Sponsor's Products, completely on Sponsor's property, adjacent to the Access and as described in Paragraph 5; and
- (xi) subject to Owner's standard terms and conditions, the right to advertise and promote Sponsor's Products and its Sponsorship hereunder, on the Web Site(s), if any, maintained by Owner, subject to Owner's approval of the content thereof.

(c) Right to Remove Name. Owner shall have the right, at any time and for any reason, to request in writing that Sponsor remove its name from any and/or all signage and other materials associated with the Attraction. Sponsor shall use its best efforts to comply with said request, but if Sponsor will incur any additional expenses in connection with such compliance, it will notify Owner in writing and obtain Owner's prior written approval. Owner will reimburse Sponsor for all such approved expenses. Sponsor shall notify Owner if time does not reasonably permit

compliance with Owner's request. Nothing herein shall relieve Sponsor of its obligations under Paragraph 3 of this Agreement.

3.0 Licensing Fee.

In consideration for the use of Owner's Trademarks and all other rights granted hereunder to Sponsor, Sponsor shall pay to Owner the total sum of \$ 2,100.00 per lease term calendar year payable as follows:

\$ 525.00 on or before March 30
\$ 525.00 on or before June 30
\$ 525.00 on or before September 30
\$ 525.00 on or before December 30

3.1 Sponsor's Contribution.

(a) In-Kind Contribution. In consideration for the use of Owner's Trademarks and all other rights granted hereunder to Sponsor, Sponsor shall provide Owner with the following products and/or services ("Products"), delivered to Owner on the dates and at the locations specified. In kind contributions shall be defined as a dollar for dollar trade for the amount of the Sponsorship Agreement regarding customary cost of goods and/or services to be supplied in leu of monetary contribution.

Products: to be determined as prizes for Owner's in-house fundraising efforts in support of the Green Lakes Greenways Inc. maintenance and upgrades of the Attraction; such products shall be non-alcoholic in nature

Delivery Date: to be determined prior to fundraisers

Location: 625 E Cty. Rd Y #500, Oshkosh WI 54901

(b) Delivery and Service. At Sponsor's expense, Sponsor shall deliver the Products to, and store such Products at, Owner's location. Sponsor agrees to provide service personnel on an "on call" basis to assist in the delivery, installation, repair, maintenance and removal of the Products, in a number mutually agreed upon between the parties. All of Sponsor's personnel shall be subject to Owner's security and personnel policies and practices.

(c) Sponsor Insurance. During the Term of this Agreement, Sponsor agrees to carry workers' compensation and employer's liability insurance, in such amounts as may be required by law, for any personnel Sponsor may utilize for the delivery, installation, maintenance, repair and removal of the Products. See Exhibit "A".

4.0 Exclusivity and Ambush Protection.

(a) Competitive Product Protection. During the Term of this Agreement, Owner represents and warrants that it will not enter into any other agreement with any other person or company to promote any product competitive to the Products hereunder as an Official Sponsor of the Attraction at the Site. Products promoted as event sponsors of Site lessees are not affected by this Agreement.

(b) Competitive Company Protection. During the Term of this Agreement, Owner represents and warrants that it will not enter into any other agreement with any other person or company to promote any competitive company to the sponsor company hereunder as an Official Sponsor of the Attraction at the Site. Companies promoted as event sponsors of Site lessees are not affected by this Agreement.

(c) Competitive/Antithetical Product Definition. For the purposes of this Agreement, competitive products shall include red and or white wines, ciders, and non-alcoholic wines, ciders, and winery tours, competitive companies shall include wineries within Winnebago County.

(d) Sampling. Sponsor shall have the right, but not the obligation, to supply Sponsor Products free of charge for sampling at Access and completely within Sponsor's property, subject to the rights of Site lessees.

(e) Product Display. Sponsor will have the right to display Sponsor's Products at Access at a mutually agreeable place completely on Sponsor's property though adjacent to the Attraction (the "Display"). Sponsor will be responsible for specific security for the Display and the Products during any times the Attraction is open to the public. Sponsor shall be solely responsible for any lighting or additional power required by the Display. In addition, Sponsor will provide any protection from the elements which Sponsor believes the Display and/or the Products may require. The Display shall be constructed at Sponsor's expense and shall conform to all zoning, building or other applicable state and local rules, regulations, ADA requirements and codes. The Display shall be of high caliber and shall reflect well on Owner and Sponsor.

5.0 Trademarks.

(a) Sponsor's Trademarks. Sponsor's trademarks, label designs, product identifications, artwork and other symbols and devices associated with Sponsor's Products ("Sponsor's Trademarks") are and shall remain Sponsor's property, and Sponsor shall take all steps reasonably necessary to protect such Sponsor's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(b) Sponsor's Authorization of Owner. Owner is hereby authorized to use Sponsor's Trademarks in advertising and promoting the Attraction during the Term of this Agreement, provided Sponsor shall have the right to approve all such uses in writing in advance.

(c) Uses for Benefit of Sponsor. The right to use Sponsor's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Owner of Sponsor's Trademarks shall inure solely to the benefit of Sponsor.

(d) Owner's Trademarks. Owner's trademarks, designs, artwork and other symbols and devices associated with the Attraction ("Owner's Trademarks") are and shall remain Owner's property

and Owner shall take all steps reasonably necessary to protect Owner's Trademarks through U.S. federal registrations and foreign registrations as it deems desirable and through reasonable prosecution of infringements.

(e) Owner's Authorization of Sponsor. Sponsor is hereby authorized to use Owner's Trademarks in advertising and promoting Sponsor's Products until 30 days after the Term of this Agreement expires, provided Owner shall have the right to approve all such uses in writing in advance.

(f) Sponsor's Submission for Approval. Sponsor shall submit materials to Owner in writing and if Owner does not approve or reject such materials in writing within 10 business days after receipt thereof, then Owner shall be deemed to have approved such materials.

(g) Uses for Benefit of Owner. The right to use Owner's Trademarks is non-exclusive, non-assignable and nontransferable. All uses by Sponsor of Owner's Trademarks shall inure solely to the benefit of Owner.

(h) Merchandise. Owner shall not manufacture or sell, or license the manufacture and/or sale, of any promotional or other merchandise which bears Sponsor's Trademarks without Sponsor's prior written consent. Sponsor shall have the right to manufacture and/or sell promotional or other merchandise which bears Owner's Trademarks only in accordance with Paragraph 7.

6.0 Merchandising.

(a) Sponsor's Attraction Related Merchandise.

(i) Merchandise. During the Term, Sponsor shall have the right to produce and sell Attraction Related Merchandise in connection with its advertising and promotion of the Products, provided such merchandise also bears Sponsor's Trademarks. Such merchandise shall be subject to Owner's written approval, which shall not be unreasonably withheld.

(ii) Third Party Agreements. In any agreement between Sponsor and any third party relating to the manufacture, distribution or promotion of Sponsor's Attraction Related Merchandise or otherwise relating to the Attraction, under which obligations or liabilities in excess of \$5,000.00 in the aggregate may be incurred, Sponsor agrees that such agreement will contain a clause substantially similar to the following:

[Third Party] will look solely to [Sponsor] for performance and for payment and satisfaction of any obligation or claim arising out of or in connection with this Agreement, and [Third Party] hereby covenants that it will not assert any claim against or look to Owner or any officer, director, employee or representative of Owner for satisfaction of any such obligation or claim.

(b) Sponsor Warranties on Attraction Related Merchandise. If Sponsor manufactures or causes to be manufactured its own Attraction Related Merchandise, Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Sponsor shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, agents, successors and assigns from any claims, damages, liabilities,

losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the failure of this warranty.

7.0 Warranties.

(a) Owner Warranties. Owner represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Owner's Trademarks do not infringe the trademarks or trade names or other rights of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to operate the Attraction as contemplated under this Agreement; and
- (iv) it will comply with all applicable laws, regulations, ADA requirements and ordinances pertaining to the promotion and conduct of the Attraction.

(b) Sponsor Warranties. Sponsor represents and warrants that:

- (i) it has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms without violating the rights of any other person;
- (ii) Sponsor's Trademarks do not infringe the trademarks or trade names of any other person;
- (iii) it has all government licenses, permits or other authorizations necessary to conduct its business; and
- (iv) all Products furnished by Sponsor shall be of high quality and shall be free from product defects and shall be merchantable and suited for their intended purpose.

7.1 Good Will.

In addition to any rights or remedies available to Owner, if Sponsor shall be charged with the commission of any act which is a criminal offense involving moral turpitude under federal, state or local laws, or which poses a health hazard to employees or the visiting public (or to any animals on display as part of the Attraction) or should Sponsor commit any act which would reasonably and objectively bring Owner or its products into disrepute, contempt, scandal or ridicule at any time during the Term of this Agreement, then Owner shall be entitled:

- (a) To terminate this Agreement after giving Sponsor ten (10) days' notice to cure such offense, act or failure to perform. If Sponsor fails to cure such offense, act or failure to perform within such ten (10) day period, Owner shall no longer be obligated to any terms stated in the Agreement; and
- (b) To receive any and all funds owed by Sponsor up to and including the date of infraction by Sponsor of the Agreement.

8.0 Indemnities.

(a) Mutual Indemnities. Each party will indemnify, defend and hold harmless the other, its parent, subsidiary and affiliated corporations and their respective directors, officers, employees, agents, successors and assigns, from and against any and all claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of any alleged or actual breach of this Agreement or the inaccuracy of any warranty or representation made by the other or any act or omission by the other in the performance of this Agreement or the purposes hereof. Sponsor shall obtain and maintain any insurance policy or certificate required hereunder by Owner.

(b) Additional Sponsor Product Indemnity. Sponsor will indemnify Owner as described in subparagraph (a) for any and all property damage or personal injury, including death or other cause of action of any kind arising out of or in connection with the sale, distribution, use or misuse of Sponsor's Products, regardless of Sponsor's lack of negligence in connection therewith.

(c) Notices of Claims. Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the written request of an indemnity, the indemnitor will assume the defense of any such claim, demand, action or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligations of each of the parties under this Paragraph and Paragraph 10.

9.0 Insurance.

Each party hereunder shall obtain and maintain at its own expense, during the Term of this Agreement and for a period of 7 years following the Term, a standard Comprehensive General Liability Policy written by a United States insurance company in the face amount of \$1,000,000.00, which policy shall (i) specifically cover such party's contractual liabilities, (ii) provide standard product liability protection and (iii) list the other as a named insured. Such insurance shall be in a form reasonably acceptable to counsel for the other and shall require the insurer to give the other at least thirty (30) days' prior written notice of any modification or cancellation. Each party shall provide the other with such evidence of coverage as may be reasonably acceptable to the other within thirty (30) days following the execution of this Agreement.

10.0 Food and Beverage Service.

(a) Warranty. Owner represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation at the Attraction, that they will comply with all food service, sanitation and other regulations applicable to their services at the Site. Each will be required to show Owner evidence of adequate comprehensive liability insurance, with limits acceptable to Sponsor, governing their preparation, distribution and sale of food and beverage products.

(b) Alcohol. If alcohol is served at Access by Sponsor, Sponsor will use its best efforts, or will cause its lessees to use their best efforts, to comply with all applicable laws and regulations, including Site regulations, regarding the service of alcohol to intoxicated or under-age persons, to encourage the safe use of alcohol, and to prevent the consumption of alcoholic beverages not purchased at Access or from within Sponsor's property.

11.0 Term and Termination.

(a) Term. This Agreement shall become effective on the date first above written and shall expire on December 30, 2024, unless terminated earlier or renewed pursuant to the terms hereof (the "Term").

(b) Termination by Owner. Without prejudice to any other rights or remedies that Owner may have, Owner may terminate this Agreement immediately by delivery of notice to Sponsor at any time if any of the following events shall occur:

(i) Sponsor shall fail to comply with Paragraph 3 hereof in any respect and fail to cure the same within 10 days of receipt of notice of such failure;

(ii) Sponsor shall (1) make an assignment for the benefit of creditors, (2) be adjudicated bankrupt, (3) file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization, arrangement, readjustment of its debts or for any other relief under Title 11 of the United States Code or any successor or other federal or state insolvency law ("Bankruptcy Law"), (4) have filed against it an involuntary petition in bankruptcy or seeking reorganization, arrangement, readjustment of its debts or for any other relief under any Bankruptcy Law, which petition is not discharged within thirty (30) days or (5) shall apply for or permit the appointment of a receiver or trustee for its assets;

(iii) Sponsor shall default under any provision of this Agreement and shall have failed to cure such default within thirty (30) days after it received written notice of such default from Owner; or

(iv) any of the representations or warranties made by Sponsor in this Agreement shall prove to be untrue or inaccurate in any material respect.

12.0 Miscellaneous.

(a) No Joint Venture or Partnership. This Agreement shall not be deemed to create a joint venture, partnership, principal-agent, employer-employee or similar relationship between Owner and Sponsor.

(b) Invalidity. The determination that any provision of this Agreement is invalid or unenforceable shall not invalidate this Agreement, all of said provisions being inserted conditionally on their being considered legally valid, and this Agreement shall be construed and performed in all respects as if such invalid or unenforceable provision(s) were omitted.

(c) Notices. All notices required or permitted to be made under this Agreement shall be in writing and shall be deemed to have been duly given when delivered or sent by prepaid certified or registered mail or telex:

If to Owner, to: Robert A. Way
Winnebago County Parks Director/Exposition Manager
625 E. County. Rd. Y, Suite #500
Oshkosh WI 54901

If to Sponsor, to: Ryan Prellwitz
Vines & Rushes Winery
410 County Road E
Ripon WI 54971

or such other address as either party may designate in writing to the other party for this purpose.

(d) Governing Law and Consent to Jurisdiction. This Agreement is subject to and shall be construed in accordance with the laws of the State of Wisconsin, except for choice of law provisions. Sponsor and Owner both consent to jurisdiction in the state and federal courts located in Wisconsin and hereby waive personal service.

(e) Commissions. Sponsor and Owner shall each be responsible for its own sales agency, sponsorship agency, advertising agency or other commissions or brokers' fees which either is or may become obligated to pay as a result of or attendant to this Agreement.

(f) Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Sponsor may assign this Agreement to any entity which acquires substantially all of its assets.

(g) Complete Agreement. This Agreement represents the entire agreement between the parties and supersedes all other agreements, if any, express or implied, whether written or oral. Owner has made and makes no representations of any kind except those specifically set forth herein.

(h) Binding Agreement. This Agreement shall be binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first above written.

Owner

By: _____

Title: _____

Sponsor

By: _____

Title: _____

278-022020

RESOLUTION: Authorize a Three (3)-Year Rental Agreement Between Winnebago County and the National Take a Kid Hunting Foundation Inc. to Hold its Oshkosh Gun Show Event at the Sunnyview Exposition Center

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

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

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

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

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

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

Fiscal Impact: Revenue to be received over the 3-year term of contract totals \$39,173. Approximate overhead costs, excluding administrative expenses and depreciation on equipment/buildings/grounds, is \$9,165. Estimated net revenue over 3-year term of contract is \$30,008.

Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

Committee Vote: _____

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

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

Mark L Harris
Winnebago County Executive

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-021821multiyr

RENTAL AGREEMENT by and between **National Take a Kid Hunting Foundation Inc., c/o Robert P. Pucci, 1111 W. Delevan Dr., Janesville, WI 53545, (608) 752-6677** (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as "**LESSOR**").

LESSEE and **LESSOR**, for and in consideration of their respective obligations hereinafter contained, agree as follows:

1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the Exposition Building - Center Hall, West Wing, Kitchen, and Ticket Box Office** (hereinafter referred to as the "**PREMISES**").

2. **TERM, RENTAL FEES.**

A. The term of this Rental Agreement shall be in effect for the following dates and total rental fee for each use of the **PREMISES** (including 5% sales tax where applicable):

February 18, 2021 at **7:00 A.M.** and shall terminate on **February 21, 2021** at **11:00 P.M.**

Total Use Fee = \$6,462.50. Set up day February 18, 2021. Event Days February 19, 20 and 21, 2021. Take down day February 22, 2021.

December 2, 2021 at **7:00 A.M.** and shall terminate on **December 5, 2021** at **11:00 P.M.**

Total Use Fee = \$6,462.50 Set up day December 2, 2021. Event Days December 3, 4 and 5, 2021. Take down day December 6, 2021.

February 17, 2022 at **7:00 A.M.** and shall terminate on **February 20, 2022** at **11:00 P.M.**

Total Use Fee = \$6,531.50. Set up day February 17, 2022. Event Days February 18, 19 and 20, 2022. Take down day February 21, 2022.

December 1 2022 at **7:00 A.M.** and shall terminate on **December 4, 2022** at **11:00 P.M.** Total

Use Fee = \$6,531.50 Set up day December 1, 2022. Event Days December 2, 3 and 4, 2022.

Take down day December 5, 2022.

February 16, 2023 at 7:00 A.M. and shall terminate on February 19, 2023 at 11:00 P.M.
Total Use Fee = \$6,592.50. Set up day February 16, 2023. Event Days February 17, 18 and 19,
2023. Take down day February 20, 2023.

November 30, 2023 at 7:00 A.M. and shall terminate on December 3, 2023 at 11:00
P.M. Total Use Fee = \$6,592.50 Set up day November 30, 2023. Event Days December 1, 2 and
3, 2023. Take down day December 3, 2023.

3. **RENTAL FEES and DEPOSITS.** The rental fee for the PREMISES shall be as
follows: **\$29,158.00 – building rental (center hall, west wing, kitchen, ticket box office),**
\$1,780.00 – utility fee, \$8,235.00 – table/chair rental. Tax exempt #44426. Plus: Pepsi
Bottling Group sales and garbage container rental and dumping fee to be post billed to
LESSEE upon receipt of invoices by LESSOR. Rental fees are subject to 5% sales tax where
applicable. **TOTAL FEE: \$39,173.00** which shall be due and payable by LESSEE to LESSOR
according to the following:

A. **Reservation/Annual Deposit(s).** LESSEE shall pay a reservation deposit of
\$3,246.24 on or before **January 2, 2021** (equal to approximately 25% of total fee due), to
secure performance by LESSEE of all of the terms and conditions of this Rental
Agreement. The deposit shall be paid by LESSEE to the LESSOR **upon reservation of**
the facility. The reservation deposit payment is non-refundable and shall be deducted
from the total fee due (line 37). LESSEE shall pay annual deposits as follows:

\$3,265.74 on or before **January 1, 2022**

\$3,296.24 on or before **January 1 2023**

B. **Supplemental Deposit(s)** LESSEE shall pay supplemental deposits (equal to
approximately 25% of the total fee due) as per the following:

\$4,839.38 on or before **February 17, 2021**

50 **\$4,898.63** on or before **February 16, 2022**

51 **\$4,944.38** on or before **February 15, 2023**

52 The supplemental deposit is non-refundable and shall be deducted from the total fee due
53 (line 43).

54 C. **Balance(s) Due.** **LESSEE** shall pay the remaining balance(s) before the close of
55 business 4:30 P.M. CST/CDT as per the following:

56 **\$4,839.38** on or before **December 1, 2021**

57 **\$4,898.63** on or before **November 30, 2022**

58 **\$4,944.38** on or before **November 29, 2023**

59 If the remaining balance(s) due **LESSOR** are not received from **LESSEE** by the due
60 date(s) and time (lines 64, 65, 66 and 67), keys for the opening of reserved buildings shall
61 not be checked out to **LESSEE** and use of the **PREMISES** shall be denied.

62 D. **First Right of Reservation** **LESSEE** shall reserve the first right of reservation for
63 the same calendar dates in the year following the end of the current Rental Agreement
64 term. **LESSEE** shall have ten days after final take down day of current Rental Agreement
65 term to notify **LESSOR** of said reservation. Once a Rental Agreement term has expired
66 and **LESSEE** has not begun another Rental Agreement if **LESSOR** receives a request for
67 the same calendar dates **LESSEE** has previously held under a Rental Agreement,
68 **LESSOR** shall contact **LESSEE** via email and/or telephone informing **LESSEE** of said
69 request. **LESSEE** shall have ten days from transmittal of said notification to reply to
70 **LESSOR** in writing of **LESSEE'S** intentions for the future dates in question.

71 4. **PARKING.** **LESSEE** shall have the right to use the parking facilities located **in parking**
72 **area #1. See attached map.**

73 5. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a gun show.**

74 **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply
75 with all state and federal laws, rules, and regulations and all applicable municipal ordinances, including ADA
76 requirements, in the use of the **PREMISES**. **LESSEE** shall require any vendors or exhibitors at the gun show
77 to comply with all state, federal, and local laws, rules, regulations, and municipal ordinances especially those
78 relating to the sale and exhibit of firearms and ammunitions. **LESSEE** shall comply with all state and federal
79 laws, rules, and regulations, NEC NFPA 70E Arc Flash Standards, all applicable municipal ordinances, and
80 all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to,
81 recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all
82 rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE**
83 shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or
84 ordinance while using the **PREMISES**.

85 6. **MAINTENANCE and OPERATION**. During the term of this agreement:

86 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
87 the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor or
88 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
89 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.

90 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,
91 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

92 B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES**
93 or bring or keep anything therein or thereupon which shall in any way conflict with the conditions of
94 any insurance policy upon the building or any part thereof or in any way increase any rate of
95 insurance upon the buildings and/or grounds or on property kept therein.

96 C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine
97 or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene, naphtha
98 or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for
99 illuminating the **PREMISES**.

100 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the
101 yellow-striped floor markings located inside the Center Hall and West Wing overhead door
102 entranceways.

103 E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements,
104 showbills, lithographs, posters or cards of any description inside or in front of or on any part of the
105 buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only such
106 as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down
107 and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any
108 description objected to by the **LESSOR'S** Manager.

109 F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or
110 freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect
111 shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and
112 shall keep passageways clear at all times. No portion of the sidewalks, entries, passages,
113 vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by the
114 **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at
115 all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and exit
116 door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors,
117 skylights, stairways or openings that reflect or admit light into any place in the buildings, and house
118 lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other
119 water apparatus shall not be used for any other purpose other than that for which they were
120 constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein.
121 Any damage resulting to them from misuse of any nature or character whatever shall be paid for by
122 the **LESSEE**.

123 G. **Smoking is not allowed within any building within the boundaries of the exposition**
124 **center.**

125 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**

in the same condition as at the commencement of the term, ordinary wear and tear excepted.

I. No helium balloons with attached strings are allowed in any part of the Expo Building at any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or balloon strings shall be paid for by the **LESSEE**.

J. **LESSEE** shall announce the location of fire exits ten (10) minutes before the start of each program whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety Plan and Fire Evacuation Plan.

K. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to music performed on the **PREMISES** and covering the **EVENT** hereunder.

L. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger flight attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or from using aircraft for demonstration, display or transport purposes.

7. **CONCESSIONS.**

A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the term of this agreement: **sandwiches, hot dogs, chips, chili, coffee, and soda.** No other articles, other than those listed herein, shall be sold by **LESSEE** without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh/Winnebago County and provide proof of such permits to the **LESSOR**.

B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are under the control of **LESSOR** and shall not be tampered with.

C. All vendors shall be required to dispose of used grease, gray water and black water in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the

152 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health
153 Department.

154 8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with
155 **Exhibit "A"** and shall provide proof of such insurance **30** **days** prior to the event taking place. The
156 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
157 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
158 herein.

159 9. **UTILITIES.** **LESSEE** shall be responsible for payment of the cost of utilities utilizing
160 payment method **"A."** as shown below. The selection of the payment method shall be at the sole discretion
161 of **LESSOR**.

162 A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the
163 utility fee is shown on page 1 in Section 3 - Rental.

164 10. **DIGGERS HOTLINE.**

165 A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator
166 agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 - **PREMISES**) if
167 **LESSEE**, its vendors, agents, servants or employees shall be inserting into the ground tent stakes,
168 posts, poles, or other below grade appurtenances. Failure of **LESSEE** to locate utility lines shall
169 obligate **LESSEE** to repair or replace any damaged utility line at **LESSEE'S** sole expense and to
170 reimburse **LESSOR** for any lost revenue or damages of any kind.

171 B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on
172 the **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled within
173 three (3) working days following the final event day to **LESSOR'S** satisfaction via **LESSOR** approved
174 method. Holes left unfilled after the aforementioned deadline will be filled by **LESSOR** at **LESSEE'S**
175 expense.

176 11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
177 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,

during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

LESSEE shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

12. **MISCELLANEOUS.**

A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and regulations of the **LESSOR** with respect to the **PREMISES**.

B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.

C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an agreement in writing, and signed by the party against whom enforcement of any waiver, change,

modification or discharge is sought.

D. **Applicable Law.** The parties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement, and shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the **PREMISES**.

F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or entitle **LESSEE** to a rebate from **LESSOR**.

13. **Additional Provisions.**

A. **LESSEE must obtain two (2) reserve officers and/or deputies to be on duty at all times while weapons and ammunition are on PREMISES during event.**

B. No loaded firearms shall be permitted on **PREMISES** at any time with the exception of on-duty police officers.

C. **LESSEE** shall ensure that all gray water and black water from camping units on the **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water onto the **PREMISES** will result in a citation from the Winnebago County Health Department to the **LESSEE**.

D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper receptacles placed on the **PREMISES** for this purpose. Any firewood must be completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event.

E. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall result in a citation from the Winnebago County Health Department or the Wisconsin Department of Natural Resources to the **LESSEE**.

F. **One (1) eight yard Dumpster is required. All refuse shall be deposited at the**

Winnebago County Landfill. LESSOR shall invoice LESSEE for rental and dumping fee after invoices have been received. Recyclables shall be separated and deposited into containers supplied by LESSOR to be delivered to the Winnebago County Recycling Facility.

14. During the term of this agreement of 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.

15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event to inspect, repair or maintain the building(s) and/or grounds.

16. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or other advertising media shall identify this area as the SUNNYVIEW EXPOSITION CENTER, located on County Road Y, 1/2 mile east of the intersection of Highway 76 and County Road Y.

17. **NAMING RIGHTS/ SPONSORSHIP**

A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete change.

B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for purposes of selling or displaying concessions or merchandise. Said merchandise shall be pre-approved via Sponsorship Agreement between Sponsor and **LESSOR**.

256 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along
257 the south east corner of the Center Hall for purposes of selling and or displaying pre-approved
258 merchandise, with the exception of events not open to the public and those events deemed Private
259 on the official expo calendar.

260 E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area
261 located within the south west corner of parking lot #4 for selling and or displaying pre-approved
262 merchandise during events taking place within the covered arena. A mutually agreeable alternate
263 area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of
264 Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

265 F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying
266 merchandise during events within the Sunnyview Exposition Center grounds that take place in other
267 areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by
268 Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to
269 the scheduled event.

270 18. The entire agreement of the parties is contained herein and this agreement supersedes any
271 and all oral agreements and negotiations between the parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the
day of _____, 20____.

WINNEBAGO COUNTY (LESSOR)

By: _____
County Executive

County Clerk

LESSEE(S):

_____(Seal)

Title

EXHIBIT "A" - INSURANCE

A minimum of thirty (30) days prior to holding the event or participating in the event, LESSEE, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance providing coverage for set up, event, and take down days, indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverage's:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds"**.
4. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **5-0**

Committee Vote: _____

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

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

Mark L Harris
Winnebago County Executive

WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT

RE: Services Related to the Installation and Removal of
Portable Docks at Five Winnebago County Boat Landings

THIS AGREEMENT made and entered into this __ day of **February, 2020** by and between Winnebago County (hereinafter referred to as "COUNTY", whether a department, board or agency thereof) and **Radtke Contractors Inc.** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY whose address is 112 Otter Avenue, Oshkosh, Wisconsin 54901 desires to purchase services from the CONTRACTOR for the purpose of **addressing the task of installing, removing and repairing the seasonal docks at the County's Boom Bay, Asylum Bay, Black Wolf, Osh-O-Nee and Lake Poygan Boat Landings;** and

WHEREAS the CONTRACTOR whose address is 6408 Cross Road, Winneconne, WI 54986, is able and willing to provide such services.

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. **TERM** – In accordance with RFP #PK06-19, the agreement for the installation, maintenance and removal of navigation aids shall be for a term of approximately five (5) years between the COUNTY and the CONTRACTOR to which the term is mutually recognized to begin on March 1st, 2020 and hence scheduled to terminate on February 28th, 2025. A failure by the CONTRACTOR to complete its obligations under this agreement shall be deemed a violation of the agreement and shall allow the COUNTY to pursue such penalties as set forth in the attached Scope of Services. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this agreement.
2. **SERVICE TO BE PROVIDED** - CONTRACTOR agrees to provide the services detailed in RFP #PK06-19 and in the Scope of Services incorporated herein by reference. In the event of a conflict the terms of Scope of Services, to the extent of any conflict, will be controlling.
3. **ASSIGNMENT** - CONTRACTOR shall not assign any interest or obligation in this

agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the Scope of Services.

4. **TERMINATION** - If through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants or stipulations of this agreement, the COUNTY shall thereupon have the right to terminate this agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination and specifying the effective date thereof. There shall be no other termination or cancellation of this agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the terms of the Scope of Services.

5. **UNFINISHED WORK** - In the event the COUNTY exercises its unilateral right to terminate this agreement for cause in the manner provided for in paragraph 4 above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced or made by the CONTRACTOR under this agreement shall at the option of the COUNTY become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this agreement by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS** - The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this agreement shall automatically terminate this agreement.

7. **TERMS OF PAYMENT** - COUNTY will pay CONTRACTOR for all the aforementioned work the sum of **eight thousand one hundred fifty dollars & 00/100 (\$8,150.00)** per year upon satisfactory completion of the work and performance of this contract. All goods and services provided prior to December 31st of each year of the contract must be invoiced to the COUNTY by January 14th of the following year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING** - It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION**

A. This agreement shall be covered by the laws of the State of Wisconsin.

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

1. 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.
2. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
3. Any arbitration shall take place in the City of Oshkosh, Winnebago COUNTY, Wisconsin.
4. Unless otherwise agreed 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.
5. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery procedure, including, but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
6. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.
7. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

10. CONTRACTOR EFFICIENCY - CONTRACTOR shall commence, carry on and

complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws. In providing services under this agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees and officers of the COUNTY.

11. CONTRACTOR shall not subcontract any work pursuant to this agreement without the prior written consent of COUNTY. CONTRACTOR shall maintain a written list of all sub-contractors and suppliers performing labor or supplying materials under this agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to sub-contractors for services performed pursuant to this agreement or, alternatively, may issue a two-party check to CONTRACTOR and his sub-contractors.

12. CONTRACTOR shall not be obligated to comply with any bonding requirements.

13. CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvement or performing any public work pursuant to this agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to Sections 779.16 and 943.20, Wisconsin Statutes.

14. CONTRACTOR EMPLOYEES - CONTRACTOR agrees to secure at CONTRACTOR'S own expense all personnel necessary to carry out CONTRACTOR'S obligations under this agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.

15. DELIVERY BY MAIL - Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

16. HOLD HARMLESS - CONTRACTOR agrees to at all times during the term of this agreement, indemnify, save harmless and defend the COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this agreement, provided, however, that

the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees or representatives.

17. INSURANCE

A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish COUNTY with Certificate of Insurance indicating proof of the following insurance from companies licensed in the state:

1. Workers' Compensation - statutory - in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit not less than \$100,000 each accident.

2. Comprehensive or Commercial General Liability Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include, but not be limited to, the following coverages:

- a)** Premises - Operations
- b)** Products and Completed Operations
- c)** Broad Form Property Damage
- d)** Contractual
- e)** Personal Injury

If excavating, underground or collapse is involved the limits of liability stated above shall be changed to \$2,000,000.

If Asbestos is involved the limits of liability stated above shall be changed to \$5,000,000.

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

- a)** Owned Automobiles
- b)** Hired Automobiles
- c)** Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago COUNTY, Attn: Insurance Administrator, 112 Otter Street, Oshkosh, WI 54903. The Winnebago COUNTY Parks Department shall be listed under **"Description of Operations"**.

C. Such insurance shall include under the **General Liability and Automobile Liability Policies** Winnebago COUNTY, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds**",

D. CONTRACTOR shall require sub-contractors, if applicable, to furnish identical certificates of insurance to the Winnebago County Insurance Administrator prior to contract taking effect.

E. Such Insurance Certificate shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to Winnebago County, Attention: Insurance Administrator, 112 Otter Street, Oshkosh, Wisconsin 54903. All such notices will name the CONTRACTOR and identify the Project.

The Winnebago County Insurance Coordinator must approve any exception to these requirements. Submit any requests in writing to Winnebago County, Attn: Insurance Administrator, 112 Otter Street, Oshkosh, WI 54903-2808 or e-mail to lforbes@co.winnebago.wi.us.

18. LIMITATION EFFECT ON PAYMENTS BY COUNTY - In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this agreement or a waiver of any default of the CONTRACTOR and the making of any such payment by the COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of the COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

19. DISCRIMINATION - During the term of this agreement the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

20. AFFIRMATIVE ACTION - CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate

contracts or other such consideration of comparable worth and CONTRACTOR has 10 or more employees. Such plan must be filed within fifteen (15) days of the effective date of this agreement and failure to do so by said date shall constitute grounds for immediate termination of this agreement by the COUNTY.

21. EQUAL OPPORTUNITY EMPLOYER - CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR'S behalf, state that CONTRACTOR is an "Equal Opportunity Employer."

22. COMPLIANCE INFORMATION - CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

23. CONTRACTOR'S LEGAL STATUS - CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of CONTRACTOR'S registered agent is as set forth opposite the heading registered agent on the last page of this agreement. CONTRACTOR shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and CONTRACTOR'S legal status.

24. 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.

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

Agreement, and CONTRACTOR must defend and hold COUNTY harmless from liability due such breach.

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this agreement and its schedules as of the day and date first set forth above.

FOR THE CONTRACTOR:

**Thomas Radtke
Radtke CONTRACTORs Inc.**

FOR THE COUNTY:

**Mark Harris
COUNTY Executive**

Susan Ertmer, COUNTY Clerk

Scope of Services

I. Project Description

CONTRACTOR shall supply all manpower and equipment necessary to perform the task of both installing six (6) – 6' X 40' Radtke Seasonal Docks and removing six (6) – 6' X 40' Radtke Seasonal Docks from the ramp areas at various Winnebago COUNTY boat landings. CONTRACTOR would also be responsible for performing the same type of installation and removal tasks involving a corresponding number of 1 ½' X 6' cement blocks from the ramp areas at these same Winnebago County boat landings.

From time to time the CONTRACTOR may also be called upon to engage in tasks that require the repair and repositioning of the dock bases. Such adjustments will become necessary whenever dock alignment has been disrupted due to natural or manmade causes. In addition to the realignment of the docks, the CONTRACTOR may be called upon to perform repair work on the dock structures. Payment for these additional services shall be based on an hourly rate.

II. Locations

The five boat landing locations are as follows:

- Boom Bay Boat Landing, 7499 Richter Lane, Larsen
- Black Wolf Boat Landing, 6850 Fond du Lac Road, Oshkosh
- Asylum Bay Boat Landing, 3400 Sherman Road, Oshkosh
- Poygan Boat Landing, 8817 Poygan Shore Lane, Poygan
- Osh-O-Nee Boat Landing, 1801 Grundman Lane, Oshkosh (2 docks).

III. Term

In accordance with RFP #PK06-19, the agreement for the installation, maintenance and removal of navigation aids shall be for a term of approximately five (5) years between the COUNTY and the CONTRACTOR to which the term is mutually recognized to begin on March 1st, 2020 and hence scheduled to terminate on February 28th, 2025. A failure by the CONTRACTOR to complete its obligations under this agreement shall be deemed a violation of the agreement and shall allow the COUNTY to pursue such penalties as set forth in the Scope of Services. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this agreement.

IV. Requirements for Installation of Seasonal Docks at Boom Bay Boat Landing, Asylum Point Boat Landing, Osh-O-Nee Boat Landing, Poygan Boat Landing and at Black Wolf Boat Landing

- A. Installation and removal shall be performed in a manner necessary to minimize any adverse impact or damage from occurring to the docks as well as the adjacent turf and surrounding manmade structures. Such installation and removal shall require that the CONTRACTOR utilize a crane or similar piece of equipment to engage in said operations.

- B. In order to facilitate the correct positioning of each dock it shall be incumbent upon the CONTRACTOR to arrange to meet with a designated representative of the Winnebago County Parks Department at each site one day prior to the first of the five docks being installed.
- C. All six (6) docks are to be installed and secured such that their deck structures are on-level and handicap accessible. Further, it shall not be permissible for any of the docks to present a noticeable or otherwise latent hazard to persons traversing them.
- D. As part of dock installation responsibilities, the CONTRACTOR shall be obligated to clean up and remove of all debris that may have accumulated in and around the immediate dock storage area.

Additionally, as part of dock installation operations, the CONTRACTOR shall be responsible for all lawn restoration including the filling-in and reseeding of depressions.

- E. At each of the five (5) dock installation sites it shall be incumbent upon the CONTRACTOR to maneuver the respective 1½' X 6' cement block located on site, into a position such that it is set within 4' of the head-end of dock. Each cement block is to be installed such that it stands securely by itself and cannot be tipped or moved except by use of heavy machinery.
- F. Installation of docks and cement blocks shall occur within a period of three (3) weeks following the break-up of lake-ice on the respective body of water.

V. Requirements for Removal of Seasonal Docks at Boom Bay Boat Landing, Poygan Boat Landing, Asylum Point Boat Landing, Osh-O-Nee Boat Landing, and at Black Wolf Boat Landing

- A. Removal of the docks and the cement blocks at each of the five (5) boat landings shall occur within one week prior to, or within one week after, November 15, 2020. Both the docks and the cement blocks are to be stored at a Winnebago County Parks Department designated location within the boundaries of the respective boat landing. Additionally, the docks are to be secured for winter storage in a manner such that they do not present an undue liability for persons who may visit the landing site(s). Specifically, it will be unacceptable for the docks to be able to be tipped, rocked or moved via the efforts of an individual or group of individuals, once the docks have been secured.

VI. Requirements for Maintenance and/or Repositioning of Seasonal Docks at Boom Bay Boat Landing, Poygan Boat Landing, Asylum Point Boat Landing, Osh-O-Nee Boat Landing, and at Black Wolf Boat Landing

- A. Given the COUNTY'S determination, from time to time the CONTRACTOR may become involved in dock maintenance both during and after the boating season. Maintenance may be defined as application of the CONTRACTOR'S services in the repair or replacement of any part(s),

device or component which is damaged, missing or faulty on any of the docks. Maintenance shall also include relocating or reinstalling any of the docks which may have moved from its original location given the request of the Parks Department.

- B. Repair and/or dock repositioning notices submitted to the CONTRACTOR will not be considered valid unless given a verbal acknowledgement by and between the CONTRACTOR and the Parks Director, or his designee. In the event the general public notifies the CONTRACTOR, the CONTRACTOR shall notify and gain approval from the Parks Director prior to proceeding with repair and/or repositioning work.
- C. Unless prior written exception is granted by the Parks Director, the CONTRACTOR shall be required to satisfactorily complete any/all maintenance tasks on a dock, or multiple docks, within 3 workdays following notification by the Parks Director or his designee.
- D. CONTRACTOR shall be responsible for supplying all necessary tools and hardware for proper installation and maintenance of the docks. Charges for labor, equipment or replacement hardware associated with the repair and/or repositioning of a dock shall be billed out separately from either the installation or the removal invoice(s).
- E. CONTRACTOR shall be required to keep a dock maintenance summary log for each repair or dock repositioning service call. The details of each summary log shall make up the list of information required as a prerequisite to the COUNTY'S acceptance of any of the CONTRACTOR'S maintenance related invoices. At a minimum, the dock maintenance summary log for each service call shall include the following information:
 - 1. Date and time of call-in or contact reporting dock problem.
 - 2. Name & phone number of person calling in or making contact.
 - 3. Date & time CONTRACTOR'S employee is dispatched to address problem.
 - 4. Location and description of problem.
 - 5. Action taken to correct the problem.
 - 6. Time and employees involved.
 - 7. Materials used or furnished.
 - 8. Itemization of costs plus total billing amount.

VII. Miscellaneous

- A. The preceding narrative describes the workmanship and materials to be incorporated as required standards in the CONTRACTOR'S review of the project. In order to make this description as concise as possible, the CONTRACTOR shall understand that for each of the aforementioned provisions, unless noted otherwise, he is to furnish as a term of the agreement the particular item and all labor, materials, tools, equipment, appurtenances and all utilities, facilities and services mentioned in this

volume or required to place the item in its intended final condition as per the provision(s) of this project.

- B. CONTRACTOR shall be permitted to use any of the boat landing facilities to load and/or unload equipment if a barge is used as part its operations. However, the CONTRACTOR shall be held responsible for repair of any asphalt or turf areas damaged as a result of the loading and/or unloading process.
- C. While on site, the CONTRACTOR shall be responsible for securing all project-related equipment in such a way so as to eliminate obvious safety hazards. CONTRACTOR shall also be responsible for storing of such equipment in minimal traffic areas as determined by the Winnebago County Parks Department.
- D. CONTRACTOR shall obtain all necessary state and local permits as required to engage in, and complete, said project.
- E. CONTRACTOR shall be responsible for submitting at least two (2) separate invoices to the COUNTY during the term of the agreement. The first invoice shall be submitted within 7 days following the Black Wolf, Asylum Bay, Osh-O-Nee, Poygan and Boom Bay dock installations. The second invoice shall be submitted within 7 days following removal of all six (6) docks and cement blocks. Lastly, any dock repositioning and/or repair work that may be performed shall be invoiced separately within 7 days of the completion of said work.

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **5-0**

Committee Vote: _____

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

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

34
35 Mark L Harris
36 Winnebago County Executive
37

**WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT**

**RE: Installation, Removal and Maintenance of
Navigation Aids – Winnebago County**

THIS AGREEMENT, made and entered into this ____ day of **February** **2020**, by and between Winnebago County (hereinafter referred to as "COUNTY", whether a department, board or agency thereof) and **Oshkosh Dock and Lift LLC.** (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY whose address is 112 Otter Street, Oshkosh, Wisconsin 54901 desires to purchase services from the CONTRACTOR for the purpose of **installing, removing and maintaining navigation aids in Winnebago County;** and

WHEREAS the CONTRACTOR whose address is **2962 Sunset Point Lane, Oshkosh WI 54904,** is able and willing to provide such services;

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the CONTRACTOR do agree as follows:

1. TERM - In accordance with RFP #PK06-19, the agreement for the installation, maintenance and removal of navigation aids shall be for a term of approximately five (5) years between the COUNTY and the CONTRACTOR to which the term is mutually recognized to begin on March 1st, 2020 and hence scheduled to terminate on February 28th, 2025. A failure by the CONTRACTOR to complete its obligations under this agreement shall be deemed a violation of the agreement and shall allow the COUNTY to pursue such penalties

as set forth in the attached Scope of Services. The COUNTY shall not be liable for any services performed by CONTRACTOR other than during the term of this agreement.

2. **SERVICE TO BE PROVIDED** - CONTRACTOR agrees to provide the services detailed in RFP #PK06-19 and the attached Scope of Services. In the event of a conflict between or among the Scope of Services and the CONTRACTOR's contestation(s), it is agreed that the terms of the Scope of Services, to the extent of any conflict, will be controlling.

3. **ASSIGNMENT** - CONTRACTOR shall not assign any interest or obligation in this agreement and shall not transfer any interest or obligation in this agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the Scope of Services.

4. **TERMINATION** - If through any cause, the CONTRACTOR shall fail to fulfill in timely and proper manner its obligations under this agreement, or if the CONTRACTOR shall violate any of the covenants or stipulations of this agreement, the COUNTY shall thereupon have the right to terminate this agreement by giving a thirty (30) day written notice to the CONTRACTOR of such termination and specifying the effective date thereof. There shall be no other termination or cancellation of this agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the Scope of Services.

5. **UNFINISHED WORK** - In the event the COUNTY exercises its unilateral right to terminate this agreement for cause in the manner provided for in paragraph 4 above, all finished or unfinished documents, services, papers, data, products, or the

like prepared, produced or made by the CONTRACTOR under this agreement shall at the option of the COUNTY become the property of the COUNTY, and the CONTRACTOR shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this agreement by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS** - The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this agreement shall automatically terminate this agreement.

7. **TERMS OF PAYMENT** - Throughout the term of this agreement, the payment schedule shall be as follows:

- A. COUNTY will pay CONTRACTOR for installation of all the navigation aids the sum of **Twenty-Five Thousand Five Hundred & 00/100 dollars per year (\$25,500.00)** within thirty (30) days of receipt of CONTRACTOR'S invoice.
- B. COUNTY will pay CONTRACTOR for the removal of navigation aids the sum of **Twenty-Five Thousand Five Hundred & 00/100 dollars per year (\$25,500.00)** within thirty (30) days of receipt of CONTRACTOR'S invoice.
- C. COUNTY will pay CONTRACTOR for authorized navigation aid maintenance based on a rate of **Eighty & 00/100 dollars (\$80.00) per hour plus materials required** within thirty (30) days of receipt of CONTRACTOR'S

invoice.

- D. COUNTY will pay CONTRACTOR Four Hundred & Twenty-Five 00/100 dollars (\$425.00) for installation of each additional buoy over and above the existing 114 buoys; and COUNTY will pay CONTRACTOR Four Hundred Twenty-Five & 00/100 dollars (\$425.00) for removal of each additional buoy over and above the existing 114 buoys. CONTRACTOR shall place additional buoys only if approved by COUNTY. All maintenance work performed by CONTRACTOR must be approved by COUNTY prior to approval of invoice.

8. **WISCONSIN LAW CONTROLLING** - It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION**

A. This Agreement shall be covered by the laws of the State of Wisconsin.

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

1. 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.

2. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
3. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
4. Unless otherwise agreed 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.
5. That any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery procedure, including, but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.
6. That the arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a

written decision which shall include written findings of fact and conclusions of law.

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

10. CONTRACTOR EFFICIENCY - CONTRACTOR shall commence, carry on and complete its obligations under this agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this agreement and all applicable laws. In providing services under this agreement, the CONTRACTOR agrees to cooperate with the various departments, agencies, employees and officers of the COUNTY.

11. The CONTRACTOR shall not subcontract any work pursuant to this Agreement without the prior written consent of COUNTY. CONTRACTOR shall maintain a written list of all subcontractors and suppliers performing labor or supplying materials under this Agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to subcontractors for services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his Subcontractors.

12. CONTRACTOR shall comply with any bonding requirements which may be applicable pursuant to Section 779.14(lm), Wisconsin Statutes.

13. CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvement or performing any public work pursuant to this

Agreement. Failure to comply with this provision, if applicable, may subject CONTRACTOR to criminal penalties pursuant to Sections 779.16 and 943.20, Wisconsin Statutes.

14. CONTRACTOR EMPLOYEES - CONTRACTOR agrees to secure at CONTRACTOR's own expense all personnel necessary to carry out CONTRACTOR's obligations under this agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.

15. DELIVERY BY MAIL - Notices, bills, invoices and reports required by this agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

16. HOLD HARMLESS - CONTRACTOR agrees to at all times indemnify, save harmless and defend the COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, losses, damages, costs or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the CONTRACTOR furnishing the services or goods required to be provided under this agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees or representatives.

17. INSURANCE

A. Prior to commencing work, CONTRACTOR shall, at its own cost and expense, furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the state:

1. **Workers' Compensation** - statutory - in compliance with the Compensation law of the State and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
2. **General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate, \$2,000,000 if explosion, underground or collapse involved, o r \$5,000,000 if Asbestos removing is involved combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Asbestos removing, if applicable
3. **Professional Liability, if applicable,** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined single limit.
4. **Automobile Liability** Insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage unless otherwise indicated. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles

B. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn: Insurance Administrator, 112 Otter Street, Oshkosh, WI 54903. The Winnebago County Department(s) involved shall be listed under "**Description of Operations**".

C. Such insurance shall include under the General Liability and Automobile Liability Policies

Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "Additional Insureds", as pertains to the negligence of the CONTRACTOR.

- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to Winnebago County, Attention: Insurance Administrator, 112 Otter Street, Oshkosh, Wisconsin 54903. All such notices will name the CONTRACTOR and identify the Project.

All of the above coverages, limits and conditions above are required unless waived in writing by the County's Risk Manager.

18. LIMITATION EFFECT ON PAYMENTS BY COUNTY - In no event shall the making of any payment required by this agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this agreement or a waiver of any default of the CONTRACTOR and the making of any such payment by the COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of the COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.

19. DISCRIMINATION - During the term of this agreement the CONTRACTOR agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONTRACTOR agrees to post in conspicuous places, available to all employees and applicants for

employment, notices setting forth the provisions of this agreement as they relate to affirmative action and nondiscrimination.

20. AFFIRMATIVE ACTION - CONTRACTOR may be required to file an Affirmative Action Plan with the COUNTY if the CONTRACTOR receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth and CONTRACTOR has 10 or more employees. Such plan must be filed within fifteen (15) days of the effective date of this agreement and failure to do so by said date shall constitute grounds for immediate termination of this agreement by the COUNTY.

21. EQUAL OPPORTUNITY EMPLOYER - CONTRACTOR shall, in all solicitations for employment placed on CONTRACTOR's behalf, state that CONTRACTOR is an "Equal Opportunity Employer."

22. COMPLIANCE INFORMATION - CONTRACTOR agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

23. CONTRACTOR'S LEGAL STATUS - CONTRACTOR warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of CONTRACTOR's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this agreement. CONTRACTOR shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and CONTRACTOR's legal status.

24. 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.

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

IN WITNESS WHEREOF, the COUNTY and the CONTRACTOR have executed this agreement and its schedules and attachments as of the day and date first set forth above.

FOR THE CONTRACTOR:

Brett Gelbach
Manager

FOR THE COUNTY:

Mark Harris
County Executive

Susan Ertmer, County Clerk

SCOPE OF SERVICES NAVIGATION AIDS

Exhibit A

I. Project Description

The following Scope of Services shall apply to the 2020-2024 installation, maintenance and removal of County's navigation aids within the boundaries of Winnebago County in the following bodies of water: Mouth of the Wolf River, Lake Winneconne, Lake Poygan, Lake Butte des Morts, Lake Winnebago, Neenah Harbor, Menasha Channel, and Little Lake Butte des Morts.

Installation, maintenance, and removal of navigation aids over a waterway system as extensive as the Winnebago Pool, with its associated lakes and rivers, is a major project that neither Winnebago County nor the Contractor can take lightly. The safety of the boating public depends on timely and accurate buoy installation and prompt response to maintenance concerns. The 30+ miles of buoy marked waters requires that the Contractor provide equipment and personnel able to cope with the currents and fetch that often present less than ideal working conditions.

II. Installation of Navigation Aids

- A. Winnebago County shall supply all the navigation aids for which it has received recognized permitting for within the waterway system recognized as the Lake Winnebago Pool. At the current time there are one hundred and fourteen (114) County owned removable buoys in the system as well as one permanent marker that, for purposes of this contract, shall be considered an item to be maintained in accordance with the provisions hereafter described in under **Item III – Maintenance of Navigation Aids** of this Scope of Services. Separate from the inventory of buoys the County provides storage for at its Black Wolf and Grundman boat landing properties, the remaining inventory of non-lighted nun and can buoys are made available at a water accessible drop point owned by the Village of Winneconne just north of the Village's public launch ramp.
- B. In the event the above-named drop point is discontinued as a location(s) at which buoys can be stored, it shall be incumbent upon the Contractor to secure a new location at no charge to the County at which to house the applicable buoy inventory for the remaining term of the contract. Further, the County shall not be responsible for reimbursement of costs associated with either the Contractor's transport of said buoys or any related lease payment(s) required for storage of said buoys. In the event the Contractor enters into a lease arrangement or provides for storage of the buoy inventory on its own property, with the exception of year 2020, by January 8th of each subsequent year of the contract, it shall be incumbent upon the Contractor to provide the County with documented evidence of a binding agreement indicating that storage of the aforementioned inventory shall remain permissible at each applicable storage site for a period up to and including March 31st of the following year. Said agreement shall also be required for the period extending beyond December 31, 2024 up to and including March 31, 2025. Unless other arrangements have been agreed upon

between the County, the Contractor, and/or the aforementioned lessor, upon expiration or termination of the Navigation Aids contract the County shall be responsible for removal of the buoys by the 1st day of April of the calendar year subsequent to the year in which the contract expired or was terminated. Said removal shall be performed at County's expense.

- C. All buoys ordered for replacement and/or inventory purposes shall be shipped unassembled directly to the Contractor. It shall be the responsibility of the Contractor to assemble and deliver the buoys to the drop points or retain them until installation is required.
- D. The Contractor shall be responsible for placing the navigation aids in the proper location utilizing WAAS. Contractor may also utilize sextants; pole soundings or other equipment as may be required to ensure proper placement. In no case shall the margin of error in placement exceed 3 meters.
 - 1. Maps are included in this contract showing the location and types of buoys throughout the system. These maps are to be used for informational purposes only (see Exhibit B).
 - 2. GPS readings corresponding to the approximate buoy locations on the maps shall be used by the Contractor as the primary criteria in establishing buoy locations unless directed otherwise by Winnebago County (see Exhibit B).
- E. All buoys shall be correctly marked and installed according to current applicable regulations and requirements of the Department of Natural Resources.
- F. The Contractor shall be responsible for supplying all chain, sinkers (weights), swivels and shackles necessary for proper installation of the buoys. Charges for replacement or new hardware shall be billed out as a maintenance item and should not be included in the price proposal for installation of navigation aids.
- G. With the exception of any buoys to be added to the system by the County's initiative, Contractor shall be responsible for securing all necessary permits required for the project from various governmental agencies and shall be responsible for payment in full of all fees associated with the permits. All buoys currently in the system have been permitted by the Department of Natural Resources.
- H. Buoys shall be placed throughout the system anytime during the four-week period prior to the formal opening of the navigation season. All buoys must be in place and functional by that date. Contractor shall verbally notify the Parks Department no later than three (3) days after the marking is completed that all buoys are installed and fully functional or, if the all buoys are not in place, provide a detail report as to the current state of the buoy installation process.
- I. Contractor shall submit invoices for installation work no later than 30 days after completion of work.

III. ***Maintenance of Navigation Aids***

- A. Contractor shall be responsible for maintenance of all navigation aids specified in this Scope of Services. The Contractor shall be obligated to address both boating season maintenance and maintenance during the storage season. Maintenance may be defined as the Contractor's responsibility to repair or replace any part, device or component which is damaged, missing or faulty on any of the navigation aids placed in the Winnebago waterways system or to relocate or reinstall any buoy which has moved from its original location or at the direction of the Parks Department. Further, it shall be incumbent upon the Contractor to both maintain and update as required, the specific array of markings unique to each respective buoy type within the County's inventory according to DNR specified regulations.
- B. On or about March 8th of each year over the term of the contract, the Contractor shall be responsible for providing the Parks Department with a written list of materials and/or replacement parts required to service and make fully functional the entire buoy inventory. Upon receipt of the list the Parks Department shall arrange to make available to the Contractor the materials and/or parts indicated on the list. The Parks Department shall supply said materials and/or replacement parts on or about April 12th of each year over the term of the agreement, unless extenuating circumstances arise dealing with the availability and/or delivery of an item. Areas of the navigational aids inventory where a materials and/or replacement parts needs list shall apply include but are not limited to:
1. Replacement NUNS and CANS, non-lighted and lighted.
 2. Replacement buoy light lenses (red, green or clear).
 3. Replacement buoy light bulbs.
 4. Replacement solar panels.
 5. Replacement buoy light stand-by bulbs.
 6. Replacement light assemblies.
 7. Replacement batteries for lighted buoys.
 8. Replacement specialty buoys.

While the navigational aids are deployed the Contractor shall maintain a complete inventory listing of materials and/or parts. As the inventory is utilized, the Contractor shall notify the Parks Department as to what type and quantity has been used of each item so that the County can re-order the necessary items in a timely manner.

- C. The Contractor shall be responsible for providing all the equipment necessary to perform buoy maintenance (other than listed above), as well as providing the following hardware:
1. Chain
 2. Sinkers (buoy weights)
 3. Swivels
 4. Hackles
- D. The Contractor shall be required to supply a secure facility with sufficient capacity for conducting simultaneous repairs and maintenance of any combination of items within the navigational aids inventory. Said activities shall include the storage and preparation

of at least twenty-five (25) buoy battery packs as well as the ability to construct and house an adequate supply of buoy weights.

- E. The Contractor shall be required to repair and/or reposition any buoy for which a notice has been issued either by the County Parks Department or by County law enforcement personnel. Said repair and/or repositioning shall be required to take place within 72 hours of the Contractor's being contacted by an authorized representative of the aforementioned agencies. In the event the general public notifies the Contractor, the Contractor shall thereafter immediately notify the Parks Department in order to receive approval to proceed with the repair and/or repositioning work and such notification shall entail activation of the 72-hour period in which the applicable work is to be performed. Given the County's discretion, the County may permit that some allowance be granted the Contractor regarding the aforementioned 72-hour period conditional upon the Contractor providing specific evidence to the County that implementation of said work would present a hazard to the public and/or the Contractor's employees and/or equipment. Consideration for granting such allowance(s) shall be conducted on a case-by-case basis and each time the Contractor shall be required to provide a written statement explaining the anticipated delay to the Parks Director or his designee. Submittal of said statement shall be required a minimum of 12 hours prior to expiration of the aforementioned 72-hour period.

- F. Any repair and/or buoy repositioning notices required pursuant to the contract shall be considered provided at the time of contact when verbal or written notification of the need to repair and/or reposition a buoy(s) has been delivered to the Contractor by an authorized representative of the County Parks Department or County law enforcement agency; voicemail and e-mail messaging transmitted to the Contractor shall be included as a recognized means for communicating the need for repair and/or repositioning of a buoy(s). Further, in conjunction with the billing process associated with such repair and/or repositioning activities, the Contractor shall be responsible for including on each corresponding invoice the name of the individual who provided the repair and/or repositioning notice as well as the date and time such notice was given. Each repair and/or repositioning job shall be itemized at the time of invoicing.

- G. The Contractor shall be required to keep a buoy maintenance log and shall allow, upon request of the Parks Department, an inspection of the original log at the Contractor's place of business. The Contractor shall also be obligated to furnish a copy of the original log if requested by the Parks Department. At a minimum, the log shall include the following information:
 - 1. Date and time of call-in or contact reporting buoy problem.
 - 2. Name and phone number of persons calling in or making contact.
 - 3. Date and time Contractors employee are dispatched to repair work.
 - 4. Location and description of problem including the buoy number.
 - 5. Action taken to correct the problem.
 - 6. Time and employees involved.
 - 7. Materials used or furnished.

- H. The Contractor shall be required to perform two (2) on-the-water inspections of all the navigation aids, to be billed at the hourly rate proposed for maintenance. Inspections

shall take place in mid-June and early-August. Contractor shall record the date and times of said inspections and any problems noted. All problems relative to each individual buoy shall be corrected within 24 hours of the inspection.

- I. The Contractor shall maintain banks of fully charged batteries for the lighted buoys at its place of business. Batteries shall be replaced in the light assemblies of buoys that are on location as needed or as requested by the Parks Department or County law enforcement personnel. In any case, the batteries in all lighted buoys shall be replaced as close as possible, but prior to, Memorial Day, July 4th, and Labor Day of each year over the term of the contract.
- J. Contractor shall submit invoices for maintenance work on a monthly basis and shall have final invoicing complete and submitted on or about December 1st of each year over the term of the contract.

IV. *Removal of Navigation Aids*

- A. The Contractor shall be responsible for removal of all navigation aids covered by this contract within four (4) weeks following the formal closing of the navigation season provided through the annual pronouncement made and disseminated by the East Central Wisconsin Regional Planning Commission.
- B. As a process in removal of the County's navigation aids the Contractor shall place a portion of the buoy inventory at the drop point cited in **Section II-Installation of Navigation Aids**. A suggested grouping of buoys to be relocated at the aforementioned drop points is as follows:
 - 1. **Winneconne:** Buoys west of the Highway 41 Bridge through Lake Butte des Morts, Lake Winneconne, Lake Poygan and the mouth of the Wolf River.
 - 2. **Grundman Boat Landing property:** Buoys located in Lake Winnebago north of the landing including the Neenah Harbor, the Menasha Channel and all buoys in Little Lake Butte des Morts.
- C. Contractor shall inspect buoys at the time of removal and storage, and shall report in writing to the Parks Department the condition of the buoys no later than one (1) week after completing removal of the entire buoy inventory.
- D. All lamp assemblies and batteries from lighted buoys shall be removed from the entire buoy inventory and securely stored by the Contractor at its place of business. In the event the contract has either expired or has been terminated, the Contractor shall notify the Parks Department when the aforementioned lamp assemblies and batteries may be picked-up by the Parks Department and the Parks Department shall be obligated to pick-up said items a minimum of thirty (30) days following such notification unless other storage arrangements have been agreed to between the Contractor and County. The Contractor shall not apply storage charges to the County unless the conditions for such storage charges have been agreed upon in written form between the Contractor and County at the time of expiration or termination of the contract.

- E. Contractor shall submit invoices for removal work no later than December 1st of each year over the term of the contract.

V. *Performance Bond*

- A. The Contractor shall maintain a performance bond in the amount of 100% of the contract with a surety duly authorized to and licensed to do business in the State of Wisconsin for use and benefit of claimants for the term of the contract. The amount of the contract shall be the lump sum total for installations (\$127,500.00) plus the lump sum total for removals (\$127,500.00) plus an allowance (\$40,000.00) for maintenance activities. Maintenance payment is an estimate on the five prior year maintenance charges. The total performance bond shall be in the amount of \$295,000.00.
- B. If the Contractor fails to perform any required tasks within the time frame required herein, the County has the option to call in an alternate Contractor to perform the work on an emergency basis. The difference between the awarded Contractor's rates and the alternate Contractor's rates would be retained from the performance bond. The remaining term of the contract can be terminated for any breach of contract.

Lake
Winnebago

Slough
PILINGS...

CK FILE

P18 P19 P21 P23
P20 P22

P1 ⊗ P3
P2

940

50

471

Q.

10. 11. 12.

EAST CHANNEL

Not to scale - Love

3007
3008

912

$\Delta_{\text{e}:\text{e}}^{\text{e}} \blacktriangle \text{e}:\text{e} \Delta_{\text{f}:\text{f}}^{\text{f}} \blacktriangle \text{f}:\text{f}$

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▲P17

4.

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Winneconne

WINNEC
COUNTY
PARK

EXHIBIT B

- = GREEN CAN
- △ = RED PUP
- ⊗ = GREEN CAN LIT
- ▲ = RED PUP LIT

NUMBERS ARE ACTUAL
BOOY NUMBERS RESPECTIVELY

EXHIBIT B

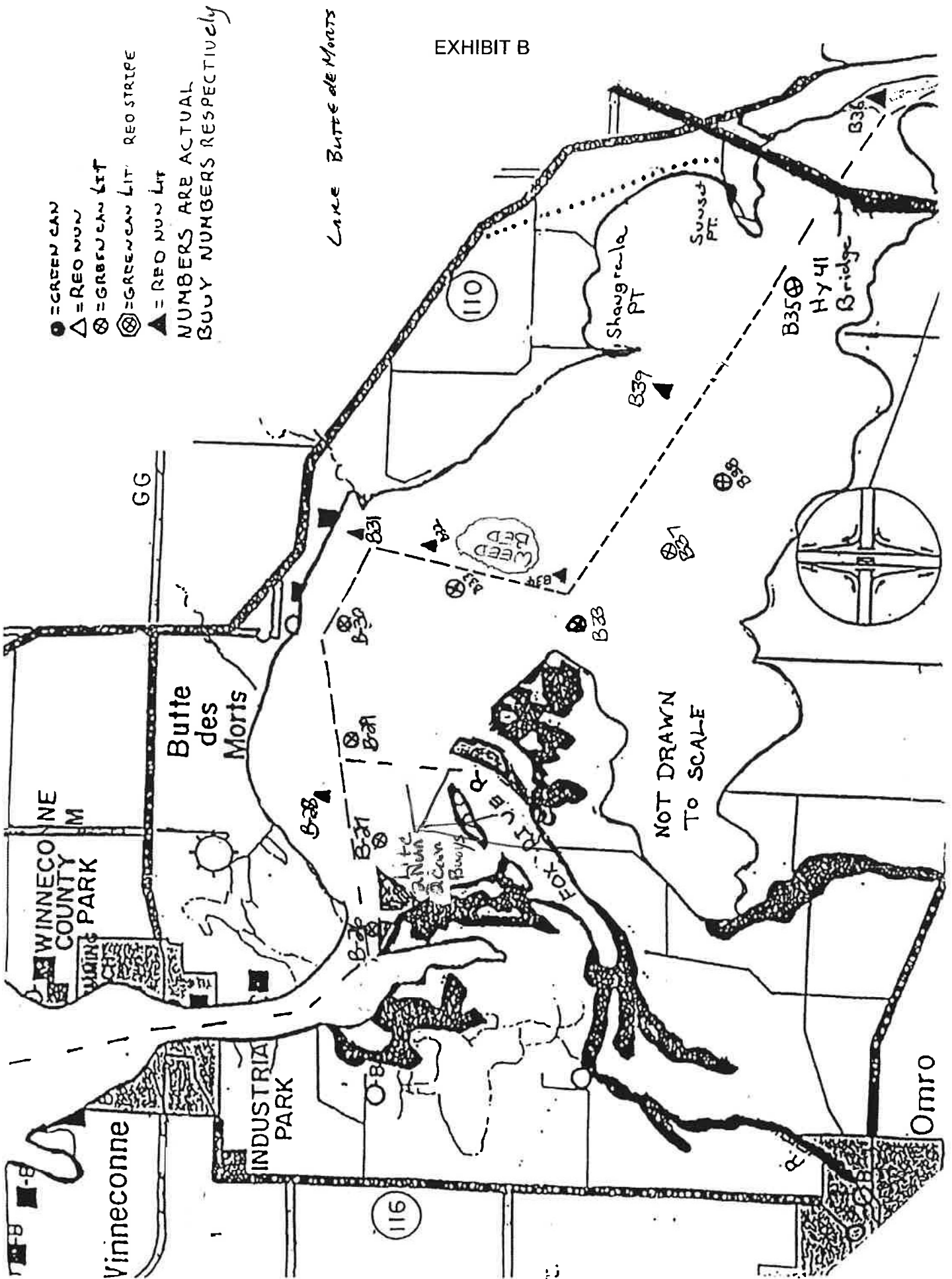
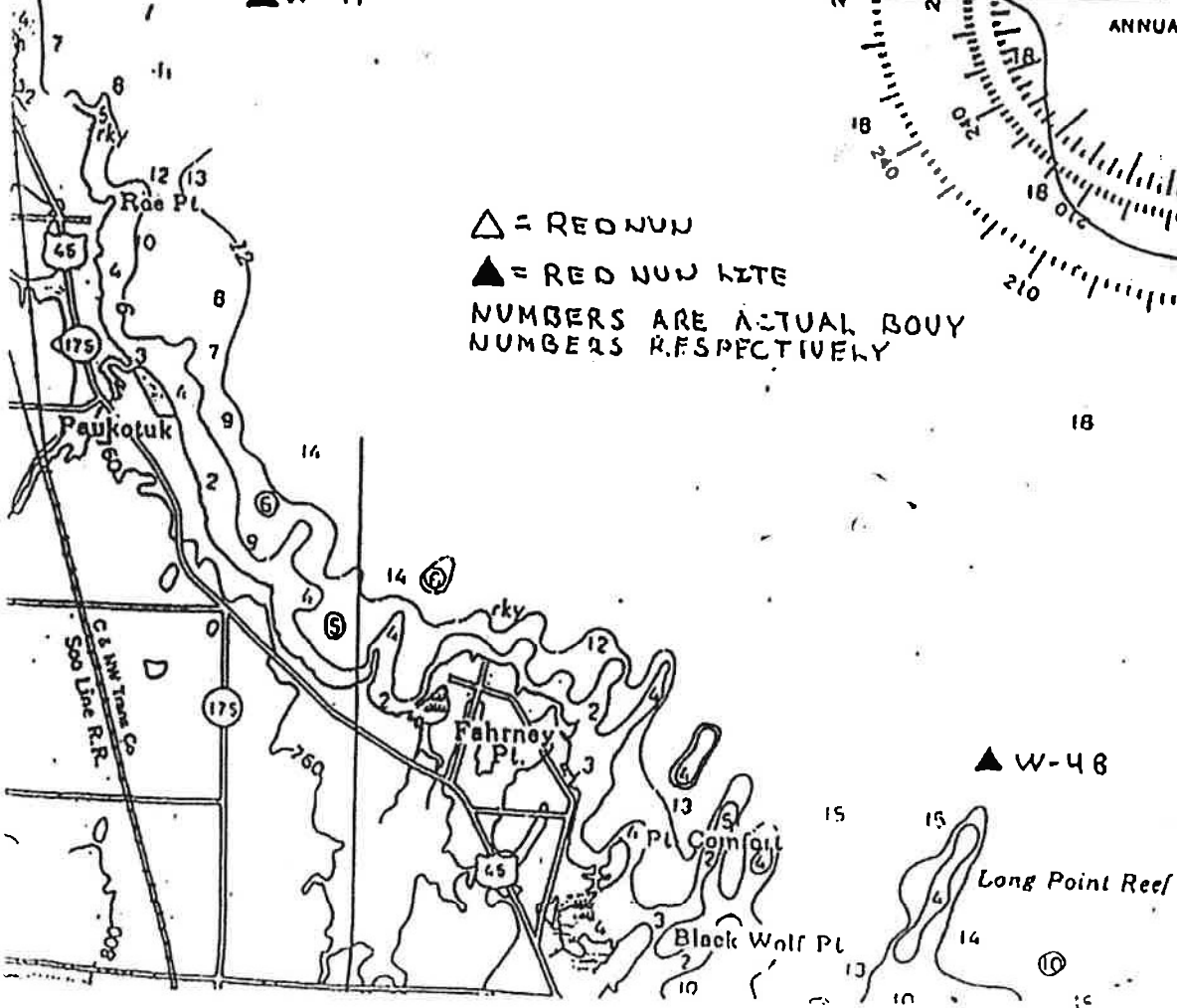
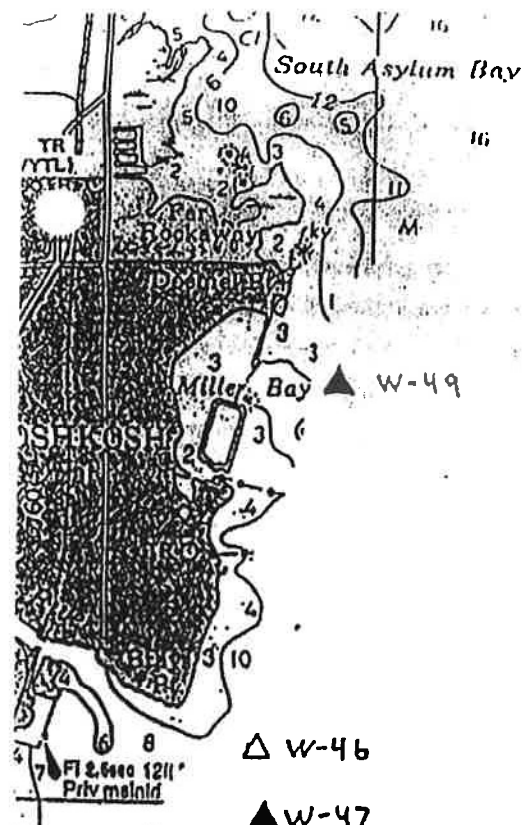


EXHIBIT B S. Winnebago



△ = RED NUM
 ▲ = RED NUM LITE
 NUMBERS ARE ACTUAL BOUY
 NUMBERS R.F.SPECTIVELY

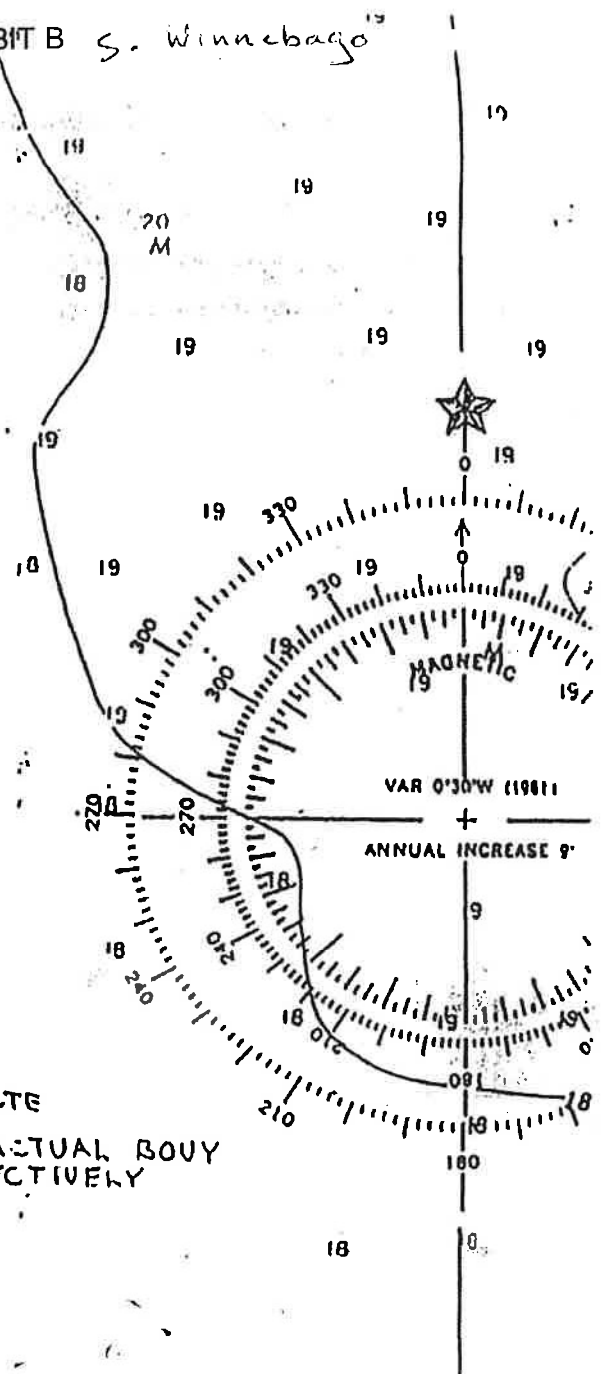
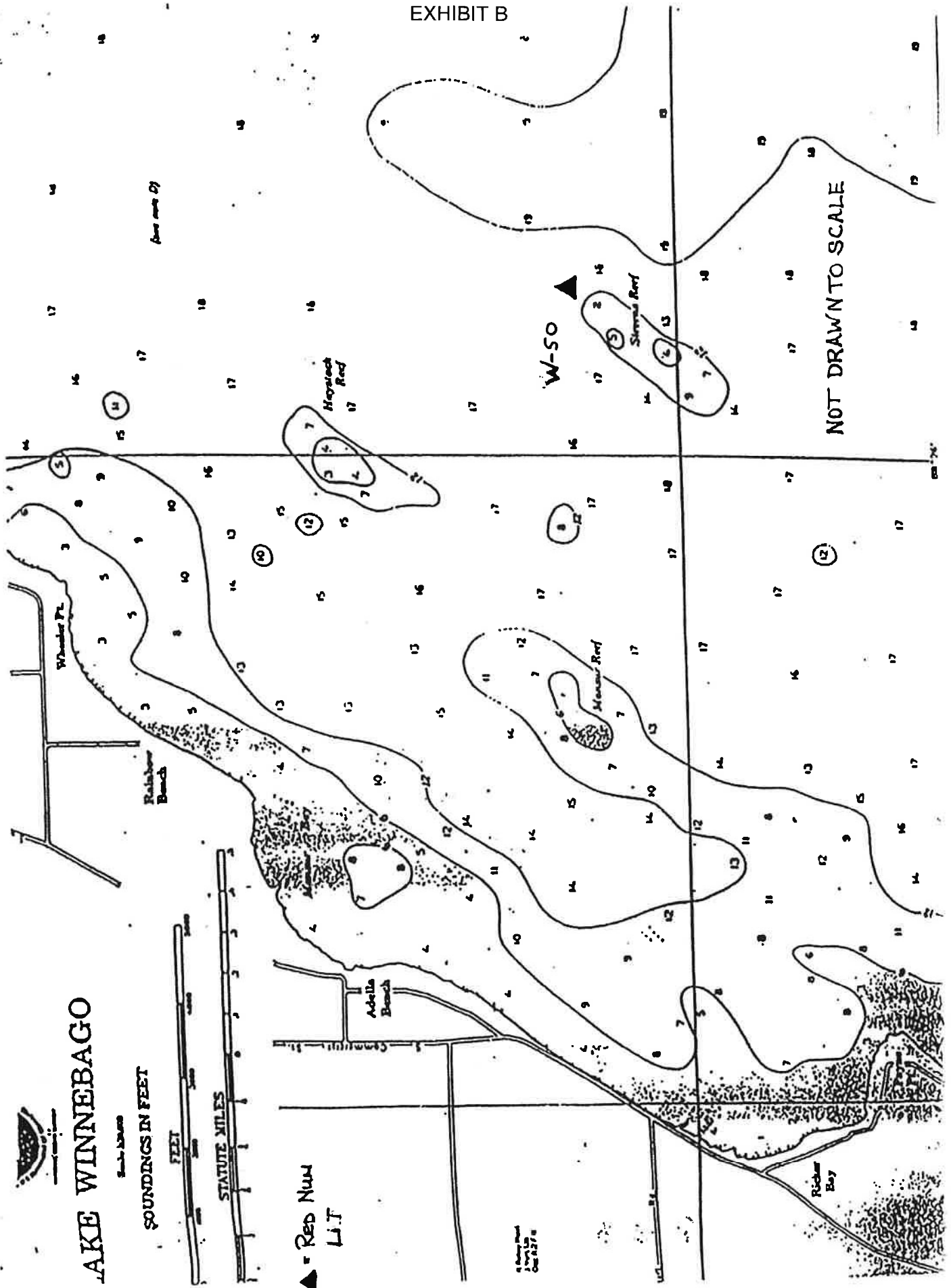


EXHIBIT B



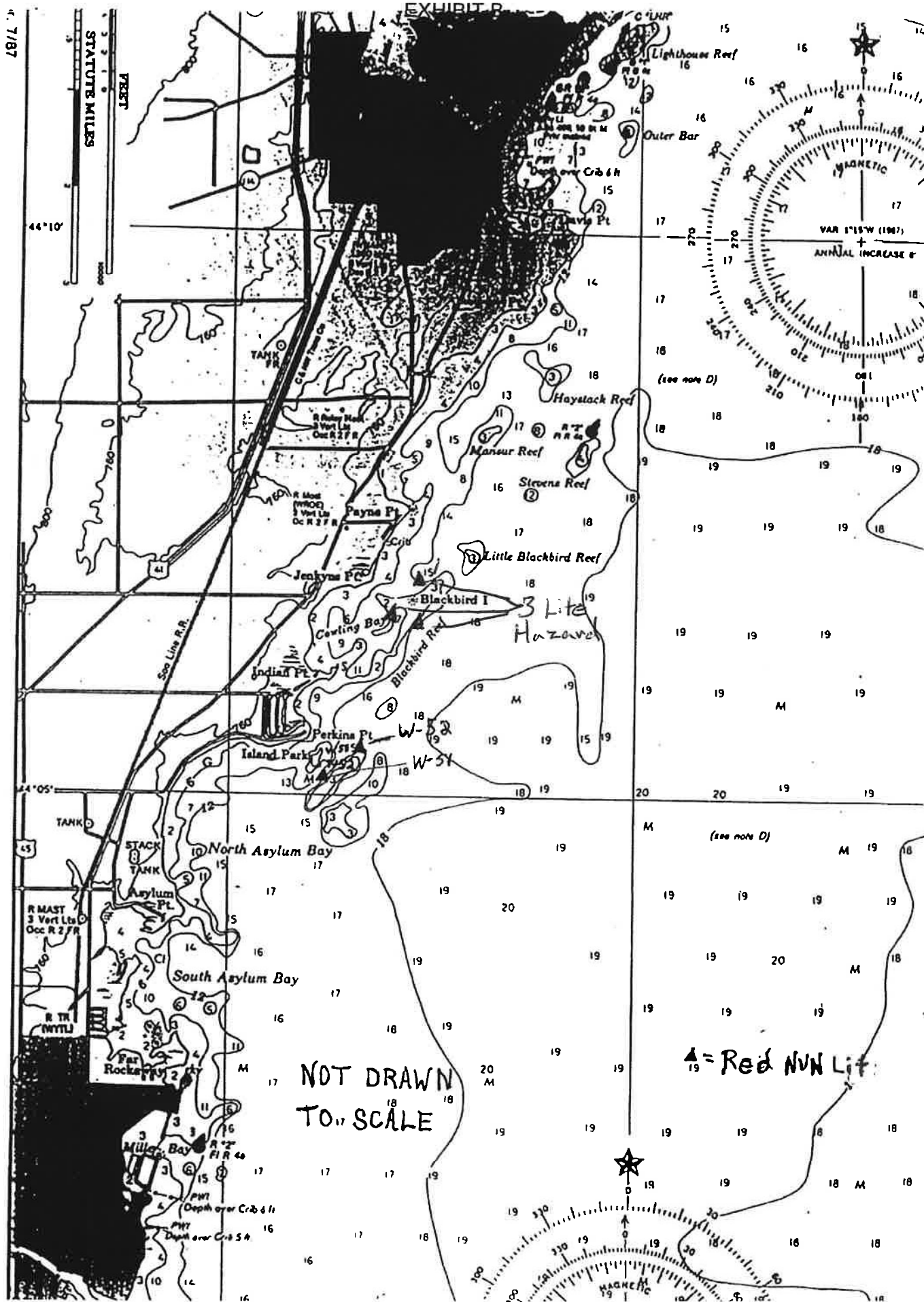
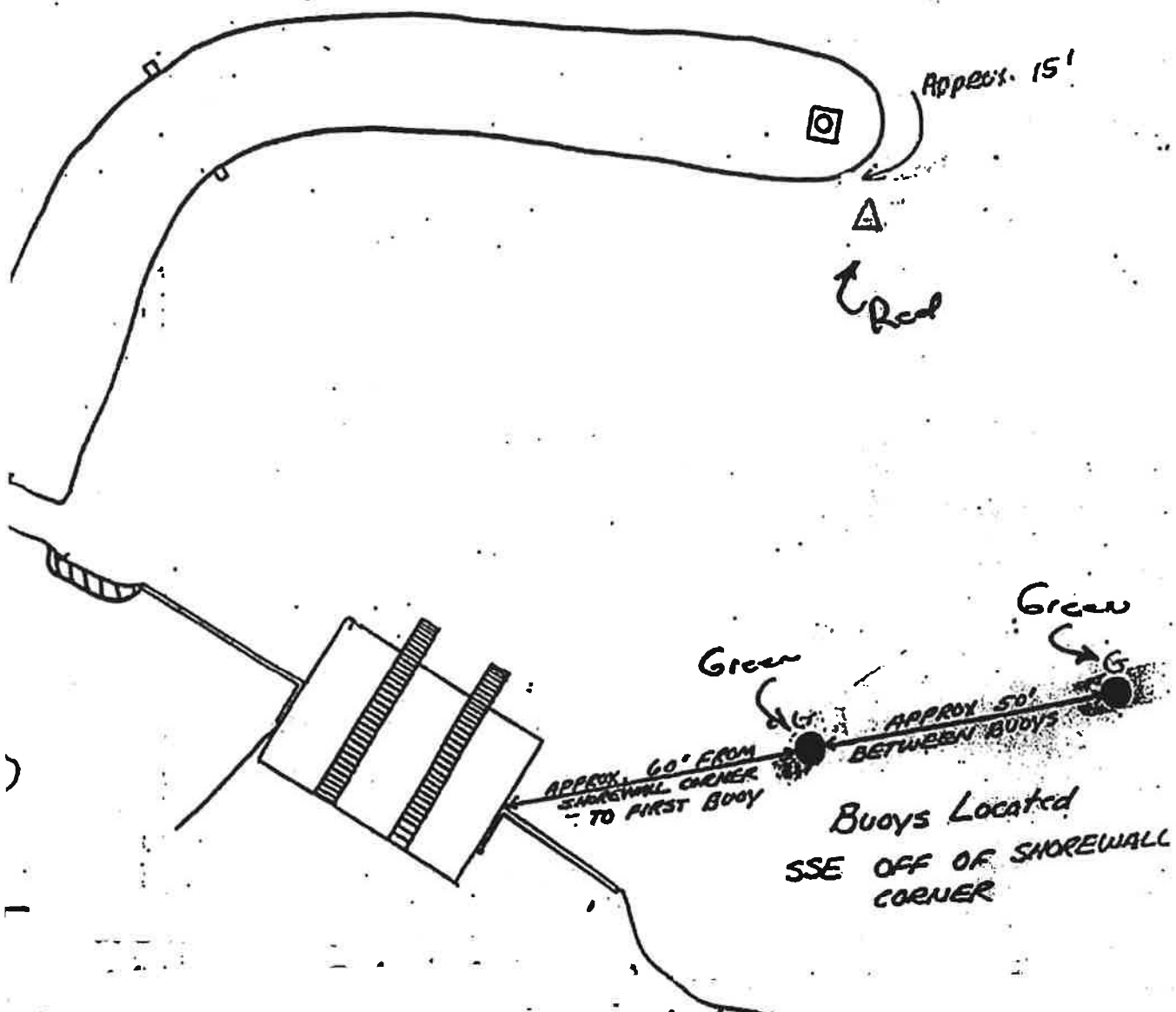


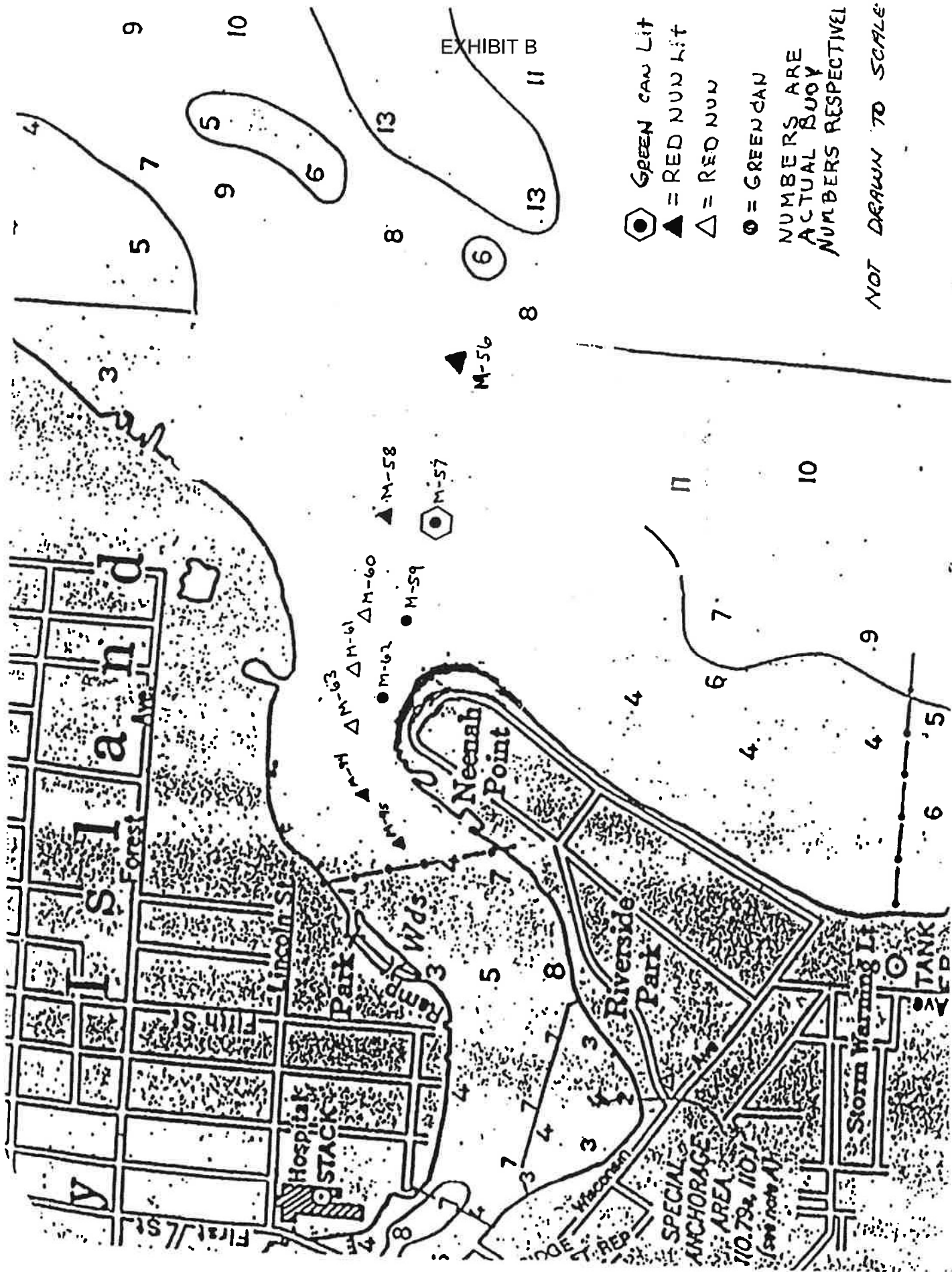
EXHIBIT B

Osh - O - Nee

● = GREEN CAN

Δ = RED NUN





- GREEN CAN LIT
 - ▲ = RED NUN LIT
 - △ = RED NUN
 - ⊙ = GREEN CAN
- NUMBERS ARE
ACTUAL BUOY
NUMBERS RESPECTIVE

NOT DRAWN TO SCALE

$$\Delta = \text{RED NUM}$$

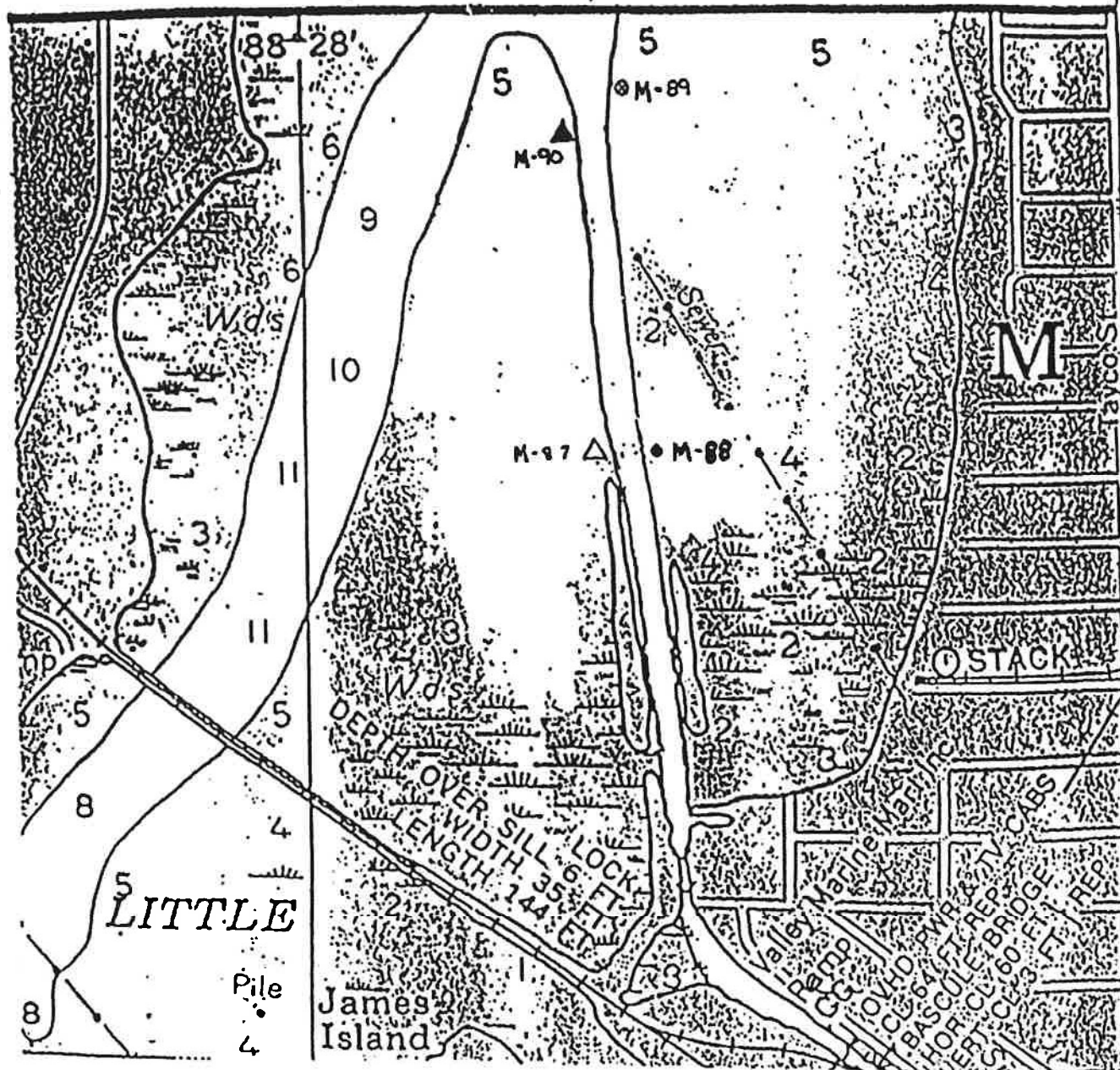
▲ = REO NUM Lit.

NUMBERS ARE ACTUAL

BODY NUMBERS, RESPECTIVELY

⊗ = GREEN CAN LIT

BUTTE DES MORTS



BUOY LOCATIONS BY GPS

Key Number	Buoy Number	Way Point Number	Buoy Type	Chain Length	GPS Reading		
<u>Boom Bay to Winneconne Buoys (Poygan 1-17)</u>							
1	P1	1	Green Can Lit	10'	44	10	115
					088	47	050
2	P2	2	Green Can	10'	44	10	000
					088	46	900
3	P3	3	Red Nun Lit	10'	44	10	132
					088	47	034
4	P4	4	Green Can	10'	44	09	923
					088	46	797
5	P5	5	Green Can Lit	10'	44	09	863
					088	46	717
6	P6	6	Red Nun Lit	10'	44	09	937
					088	46	743
7	P7	7	Green Can	12'	44	09	732
					088	46	547
8	P8	8	Green Can Lit	12'	44	09	148
					088	46	235
9	P9	9	Green Can	12'	44	08	802
					088	46	129
10	P10	10	Red Nun Lit	12'	44	08	873
					088	45	962
11	P11	11	Red Nun Lit	14'	44	08	117
					088	45	457
12	P12	12	Green Can Lit	14'	44	08	097
					088	45	648
13	P13	13	Red Nun	12'	44	08	130
					088	45	062
14	P14	14	Red Nun Lit	12'	44	08	142
					088	44	633
15	P15	15	Red Nun	12'	44	08	150
					088	44	127
16	P16	16	Red Nun Lit	12'	44	08	150
					088	43	617
17	P17	17	Red Nun Lit	16'	44	08	100
					088	43	164

	P18	104	GREEN CAN Lit		44	10	249
					088	48	918
	P19	105	RED NUN Lit		44	10	234
					088	48	877
	P20	106	GREEN CAN Lit		44	10	017
					088	49	025
	P21	107	RED NUN Lit		44	09	999
					088	48	953
	P22	108	GREEN CAN Lit		44	09	805
					088	49	121
	P23	109	RED NUN Lit		44	09	782
					088	49	022
18	B26	18	Green Lite Can	20'	44	05	480
					088	41	969
Winneconne to Oshkosh (Lake Butte des Morts)							
19	B27	19	Green Lite Can	16'	44	05	692
					088	40	763
20	B28	20	Red Nun Lit	14'	44	05	793
					088	40	556
21	B29	21	Green Can Red Stripe Lit	14'	44	05	809
					088	40	013
22	B30	22	Green Can Lit	14'	44	05	816
					088	29	141
23	B31	23	Red Nun Lit	14'	44	05	652
					088	38	264
24	B32	24	Red Nun Lit	14'	44	04	011
					088	38	240
25	B33	25	Green Lit Can	14'	44	04	450
					088	38	225
26	B34	26	Red Nun Lit	14'	44	04	590
					088	38	152
27	B35	115	Green Lit Can	20'	44	03	067
					088	36	270
28	B36	28	Red Nun Lit	20'	44	02	553
					088	35	924
112	B37	112	Green Can Lit	16'	44	03	924
					088	37	537
113	B38	113	RED NUN		44	03	436
					088	36	797

114	B39	114	GREEN CAN		44	03	449
					088	36	558
<u>Neenago - Neenah - Menasha - Little Lake</u>							
30	W46	30	Red Nun	25'	43	59	980
					088	30	471
31	W47	31	Red Nun Lit	25'	43	59	581
					088	30	281
32	W48	32	Red Nun Lit	30'	43	56	244
					088	26	005
33	W49	33	Red Nun Lit	30'	44	01	757
					088	29	899
34	W50	34	Red Nun Lit	30'	44	08	373
					088	25	481
35	W51	35	Green CAN		44	06	295
					088	28	075
36	W52	36	Green CAN		44	06	332
					088	28	421
37	M56	37	Red Nun Lit	16'	44	11	140
					088	26	172
38	M57	38	Green Can Lit	10'	44	11	156
					088	26	385
39	M58	39	Red Nun Lit	10'	44	11	167
					088	26	374
40	M59	40	Green Can	10'	44	11	173
					088	26	474
41	M60	41	Red Nun	10'	44	11	185
					088	26	471
42	M61	42	Red Nun	10'	44	11	191
					088	26	548
43	M62	43	Green Can	10'	44	11	179
					088	26	564
44	M63	44	Red Nun	10'	44	11	185
					088	26	593
45	M64	45	Green Buoy Lit	16'	44	11	548
					088	25	348
46	M65	46	Green Can Red Stripes	12'	44	11	798
					088	25	304
47	M66	47	Red Permanent (On Concrete Block)				

48	M67	48	Green Can Lit.	12'	44	11	923
					088	25	434
49	M68	49	Red Nun	12'	44	11	978
					088	25	523
50	M91	50	Green Can	12'	44	11	989
					088	25	510
51	M69	51	Red Nun	12'	44	12	051
					088	25	606
52	M70	52	Green Can	12'	44	12	055
					088	25	584
53	M71	53	Red Nun Lit	12'	44	12	095
					088	25	654
54	M72	54	Green Can Lit.	12'	44	12	105
					088	25	642
55	M73	55	Red Nun	12'	44	12	066
					088	25	853
56	M74	56	Green Can	12'	44	12	081
					088	25	827
57	M92	57	Green Can	12'	44	12	069
					088	25	909
58	M75	58	Red Nun Lit	12'	44	12	049
					088	25	978
59	M76	59	Green Can	12'	44	12	059
					088	25	993
60	M94	60	Green Can	12'	44	12	048
					088	25	069
61	M95	61	Green Can	12'	44	12	039
					088	26	133
62	M77	62	Red Nun	12'	44	12	027
					088	26	137
63	M78	63	Green Can Lit.	12'	44	12	032
					088	26	184
64	M93	64	Red Nun	12'	44	12	017
					088	26	188
65	M79	65	Red Nun	12'	44	12	002
					088	26	238
66	M80	66	Green Can	12'	44	12	013
					088	26	263
67	M81	67	Red Nun Lit	12'	44	11	963

						088	26	358
68	M82	68	Green Can Lit,	12'		44	11	992
						088	26	378
69	M83	69	Red Nun	12'		44	12	025
						088	26	566
70	M84	70	Green Can	12'		44	12	057
						088	26	590
71	M85	71	Red Nun Lit	12'		44	12	055
						088	26	704
72	M86	72	Red Nun	12'		44	12	048
						088	26	734
73	M87	73	Red Nun	14'		44	12	445
						088	27	685
74	M88	74	Green Can	14'		44	12	444
						088	27	659
75	M89	75	Green Can Lit	14'		44	12	637
						088	27	682
76	M90	76	Red Nun Lit	14'		44	12	637
						088	27	712

Little Lake Butte des Morts

86						44	15	148
						088	24	983
87						44	14	747
						088	25	430
88						44	14	723
						088	26	010
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CORRECTED

281-022020

RESOLUTION: Support 2019 Assembly Bill 33 and 2019 Senate Bill 39 Relating to the Expungement of Criminal and Civil Conviction and Non-Conviction Records

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

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

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

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

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

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

WHEREAS, AB 33 and SB 39 provide that an individual has successfully completed his or her sentence if the individual has completed any period of incarceration, parole, or extended supervision to which he or she was sentenced; the individual has paid all fines, costs, fees, surcharges, and restitution assessed and has completed any court-ordered community service; the individual has not been convicted of a subsequent crime; and probation, if imposed, has not been revoked; and

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

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

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

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

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

Respectfully submitted by:
LEGISLATIVE COMMITTEE

Committee Vote: **12-0**

~~Respectfully submitted by:~~
~~**PERSONNEL AND FINANCE COMMITTEE**~~

~~Committee Vote: _____~~

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

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

Mark L Harris
Winnebago County Executive

CORRECTED

282-022020

RESOLUTION: Support the Proposed Revisions to NR 151, Wisconsin Administrative Code, Which Will Set Updated Target Performance Standards and Prohibitions to Abate Pollution of Groundwater by Nitrate in Areas of the State with Highly Permeable Soils that are Susceptible to Groundwater Contamination

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

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

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

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

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

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

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

FISCAL NOTE: There are no fiscal obligations for Winnebago County associated with this Resolution.

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Respectfully submitted by:
LEGISLATIVE COMMITTEE

Committee Vote: **12-0**

~~Respectfully submitted by:~~
~~**PERSONNEL AND FINANCE COMMITTEE**~~

~~Committee Vote: _____~~

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

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

Mark L Harris
Winnebago County Executive