

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, AUGUST 20, 2019**

There will be an Adjourned Session of the Winnebago County Board of Supervisors on Tuesday, August 20, 2019 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
 - Zoning Petitions:
 - No. 1 – April A. Becker; Town of Winneconne; tax parcel no. 030-0222-02; rezone to R-2
 - Notice of Claim:
 - Eric Torbeck for injury sustained while an inmate at the county jail
 - WE Energies for damage to electrical equipment by a Winnebago County Highway Department Mower
 - Resolution from Burnett County – Resolution #2019-21: Supporting Medicaid Expansion as proposed in Governor Evers' 2019-2021 Executive Budget
 - Resolution from Door County – Resolution #2019-50: Resolution requesting the Wisconsin Legislature End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the July 16, 2019 County Board meeting
- County Executive's Report
- County Executive Appointments
 - Aging and Disability Resource Center Committee – Supervisors Michael Norton and Susan Locke and Peter Christianson, 5300 Ann Street, Larsen
 - Board of Adjustment – Greg Kargus, 2934 Shorewood Drive, Oshkosh and Arden Schroeder, 9458 Highway 76, Neenah
 - East Wisconsin Counties Railroad Consortium – Supervisor Larry Smith
 - Fox Valley Workforce Development Board, Inc. – Hanna Westphal, Oshkosh Corporation; Russ Haase, Aurora Health Care; Robert Pederson, Apple Nape; Jennifer Marks, Forward Service Corporation and Larry Lautenschlager, Winnebago Area Labor Council
 - Veterans Service Commission – Lucy Burr, 888 E. Shady Lane, Neenah
- County Board Chairman's Report
- UWO-Fox Cities Campus (formerly UW-Fox Valley) Capital Projects - roof repairs to main building; addition to childcare center and south parking lot reconstruction – by JoAnn L. Rife, UW-Oshkosh, Director of Facilities Planning & Construction

ZONING REPORTS & ORDINANCES

(These zoning documents are being sent separately.)

- Report No. 001 – Craig A. Norlin; Town of Winneconne
 - Amendatory Ordinance No. 08/01/19 – Rezoning from B-2 Community Business to R-2 Suburban Low Density Residential for tax parcel no. 030-0625
- Report No. 002 – Timothy Leonard and Victoria Murrell; Town of Omro
 - Amendatory Ordinance No. 08/02/19 – Rezoning from R-1 Rural Residential, A-2 General Agriculture to A2 General Agriculture for tax parcel no. 016-0032-01
- Report No. 003 – Town of Oshkosh
 - Amendatory Ordinance No. 08/03/19 – Town of Oshkosh to request a text amendment to Chapter 23, Article 15, Section 15 (1) (part), of the Winnebago County Town County Zoning Code
- Report No. 004 – Winnebago County Zoning Department
 - Amendatory Ordinance No. 08/04/2019 – Winnebago County Zoning to request an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks
- Amendatory Ordinance No. 08/05/19 – Town of Winneconne on behalf of Robert Mueller, to rezone tax parcel no. 030-0270 from A-2 Agricultural District to R-1 Residential District

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 180-082019:

Commendation for Adelita Garcia-Martinez

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

Vote Required: Majority of Those Present

- RESOLUTION NO. 181-082019: Commendation for Mary Grundy
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 182-082019: Disallow Claim of Jason Davis
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 183-082019: Disallow Claim of Bernie Sorenson
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 184-082019: Support Censure and Issuance of a No-Confidence Vote Against Winnebago County Coroner Barry Busby
Submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 185-082019: Authorize Transfer of Jurisdiction and Maintenance of a Portion of County Trunk Highway GG to the Town of Vinland
Submitted by:
HIGHWAY COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 186-082019: Authorize a Four-Year Agreement Between Waupaca County and Winnebago County for Participation in the Upper Fox-Wolf River Regional Demonstration Farm Network
Submitted by:
LAND CONSERVATION COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 187-082019: Support Legislation to End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations
Submitted by:
BOARD OF HEALTH
Vote Required: Majority of Those Present
- RESOLUTION NO. 188-082019: Authorize the Transfer of an Additional \$77,046 from the Undesignated General Fund Balance to the Winnebago County Facilities Department Capital Outlay Account for the Concrete Base and Sewer and Utility Hookups Needed to Secure Independent Housing for Chapter 980 Offenders
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 189-082019: Authorize an Additional \$578,900 to the Capital Project for the Winnebago County Facilities and Property Management Department to Upgrade the Controls and Functionality of the Three (3) Courthouse Elevators, Funded with an Advance from the General Fund to be Reimbursed from a Subsequent Bond Issue
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Three-Fourths of Membership
- RESOLUTION NO. 190-082019: Authorize an Additional \$1,518,097 to the Capital Project for the Winnebago County Facilities and Property Management Department to Repair / Replace the Windows at the Courthouse, Funded with an Advance from the General Fund to be Reimbursed from a Subsequent Bond Issue
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Three-Fourths of Membership

- RESOLUTION NO. 191-082019: Authorize the Winnebago County Parks Department to Accept a Grant from the Fox River Natural Resources Damage Assessment (NRDA) Council in the Amount of \$100,000 to Assist in Funding the Replacement of the Ice Damaged Asylum Point Island Bridge with a Metal Clear Span Structure
Submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 192-082019: Authorize the General Services Department to Enter into a 5-Year Lease Agreement with Gordon Flesch Company Inc for (Dual Purpose) Copy / Fax / Scanning Machines
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 193-082019: Authorize Execution of Exposition Center Multi-year Rental Agreement Between Winnebago County and the Winnegamie Home Builders Association
Submitted by:
PARKS AND RECREATION COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 194-082019: Authorize Rental Agreement Between Winnebago County and Morgan Masterpiece Inc LLC
Submitted by:
PARKS AND RECREATION COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 195-082019: Amend the Table of Organization for the Winnebago County District Attorney's Office to Eliminate One Full-time Administrative Associate V Position and Add One Full-time Crime Data Analyst Position
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 196-082019: Amend the Table of Organization for the Winnebago County Public Health Department to Eliminate One Full-time Administrative Associate – Public Health Position and Add One Full-time Accounting Associate Position
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 197-082019: Amend the Table of Organization for Park View Health Center by Reducing Sixteen (16) Full-time Equivalent Nurse Aide Positions and Adding Sixteen (16) Full-time Equivalent Hospitality Aid Positions
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 198-082019: Approve a Two-Year Contract for Prescription Benefit Management Services with National CooperativeRx
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership

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**

**Regular Business Session
July 16, 2019**

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

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

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, JULY 16, 2019**

Vice Chairman Thomas Egan 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: 29 - Konetzke, Brunn, Borchart, Eisen, Defferding, Lenz, Smith, Nussbaum, Albrecht, Gabert, Binder, Konrad, Schorse, Wojciechowski, Gordon, Wingren, Warnke, Singstock, Buck, Powers, Locke, Wise, Finch, Farrey, Rasmussen, Keller, Egan, Ellis and Joas.

Excused: 7 – Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider.

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

PUBLIC HEARING

The following persons spoke in support and concern on Resolution No. 179-072019: Create Section 7.16 of the General Code of Winnebago County: All-Terrain Vehicle/Utility Terrain Vehicle Routes and Regulations.

- Gene Goode, Waupaca County – President of the Northeast Wisconsin ATV-UTV Association
- Donald Hans, Neenah, Wisconsin
- Tom Yancy, Berlin, Wisconsin
- Steve Wulgaert, Town of Wolf River, Wisconsin

COMMUNICATIONS AND PETITIONS

The following correspondence was presented to the board by Susan Ertmer, County Clerk:

Zoning Petitions:

- No. 1 – Petition for zoning change from Craig Norlin; Town of Winneconne; for tax parcel no. 030-0625; rezone from B2 Community Business District to R-2 Suburban Residential District was referred to the Planning and Zoning Committee.
- No. 2 – Petition from Cary Rowe, Winnebago County Zoning Administrator; for a text amendment to Chapter 16.05 (holding tanks), Winnebago County Sanitary Ordinance, of the Winnebago County General Code was referred to the Planning and Zoning Committee.
- No. 3 – Petition from Cary Rowe, Winnebago County Zoning Administrator; for a text amendment to Winnebago County Floodplain Zoning Code – Text and Map (Chapter 26) of the Winnebago County General Code for the following parcels was referred to the Planning and Zoning Committee.

	OWNER 1	OWNER 2	PARCEL	OWNER 1	OWNER 2
0120059	ABRAHAM, ROBERT C		01201130206	HILL, DAVID F	HILL, MARY V
0120084	ACDMS LLC		012012303	LAUS REV TST, ROBERT C	LAUS REV TST, DONNA R
012009801	AMERICAN TRANSMISSION COMP LLC		012011506	PANSIEWOOD FARMS	
0120712	BEACH, RYAN M	NETZER, DANIELLE E	0120082	PHILLIPS, BRITNEY L	
0160797	BRADLEY, MICHAEL A		02400030101	POTRATZ LLC, MAREK R	
0120080	COWAN, PATSY A	AKINS, ZANE V, et al.	012011701	RAAB, TIMOTHY M	CHRISTIAN, NANCY L
0120150	CRAM, KEITH A	CRAM, MARY A	0120103	RADLOFF, DENNIS	
0120098	DELI, RICK L	DELI, MARY L	0020386	RADLOFF, WESLEY A	RADLOFF, SHIRLEY A
0240007	DODD, ROBERT E	DODD, CONNIE F	012008202	RHYNER TST	RHYNER TSTE, CHRIS C, et al.
012015115	DODGE, IAN C	DODGE, ANGELA M	0120117	RIECKMAN, ROBERT J	
012011302	FOLSKE, RICK A	FOLSKE, JENNIFER E	0120151	ROGGE REV TST, JEFFREY S	
0120057	GABERT, RICHARD L	RUSCH, THOMAS N	0120056	RUSCH, THOMAS N	GABERT, RICHARD L
01201130207	GELHAR, MICHAEL E		01201511402	SCHAFFER, DENNIS L	SCHAFFER, JILL K
0240023	GRANGER, THERESA	RANK, MIKE, et al.	024002301	SOBOJINSKI, THOMAS E	SOBOJINSKI, KELLY A
012015114	GROSKREUTZ TST, RONALD E	GROSKREUTZ TST, KATHLEEN K	012015102	STADLER, JIMMY L	STADLER, CORINNE A
01201511401	GROSKREUTZ, PAUL G, SR	GROSKREUTZ, JUDY M			

- Notice of Claim from Bernie Sorenson for damage to his vehicle caused by debris falling off the back of a Winnebago County Highway flatbed truck was referred to the Personnel and Finance Committee.
- Notice of Claim from Jason Davis for damage to his vehicle's windshield caused by debris falling out of the back of a Winnebago County truck was referred to the Personnel and Finance Committee.
- Resolution from Door County – Resolution #2019-41: Urging the Legislature to Revise the Statutes for Court Fees and Costs in Probate and Juvenile Cases was referred to the Legislative Committee.
- Resolution from Kenosha County – Resolution #20: Resolution asking Governor Evers and the Wisconsin State Legislature to apply for a waiver from Federal rules excluding institutional stays from Medicaid coverage was referred to the Legislative Committee.
- Resolution from Portage County – Resolution #134-2018-2020: Supporting Local Control for Livestock Siting was referred to the Legislative Committee.

- Thank you notes from 2019 Winnebago County Scholarship Recipients – Natalie Miller, Lucas Pinkerton, Brandon Robak, Megan Schulte and Emmeline Liske.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Gabert extended a “Thank You” to the Winnebago County Highway Department workers for their hard work and long hours to prepare the county for the Experimental Aircraft Association Adventure. She noted that EAA starts on Monday, July 22, 2019. EAA is offering four free tickets per household to citizens of the City of Oshkosh on that day.

Supervisor Smith reported on his attendance to the East Central Wisconsin Railroad Consortium annual meeting held on Wednesday, July 10, 2019. They discussed the 2020 budget, the WI DOT Freight Rail Preservation program and the by-laws for this committee. The 2020 dues will be \$25,000 per county.

Supervisor Finch asked for the board’s support for Resolution No. 174-072019 regarding a “Meet Me at the Park” Grant for \$30,000.00.

Supervisor Farrey reported that the Winnebago County Land Conservation Committee has approved a new contractual agreement with the Weigh in on the Waters group. This agreement is between Winnebago, Fond du Lac and Outagamie Counties.

Supervisor Schorse attended the reading of the Declaration of Independence and the City of Oshkosh 4th of July parade. She noted that these events would be a good opportunity to show your constituents who their representatives are in Winnebago County.

Motion by Supervisor Finch and seconded by Supervisor Ellis to approve the proceedings from the June 18, 2019 county board meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE’S REPORT

Executive Mark Harris spoke in support of the following resolutions:

- Resolution No. 172-072019: Amend the Table of Organization for the Winnebago County Corporation Counsel’s Office to Add One Full-Time Assistant Corporation Counsel Position and one Full-Time Paralegal Position, and Authorize the Transfer of \$53,057 from the Winnebago County Reserve Contingency Account and \$25,000 from the Winnebago County Reserve Salary Contingency Account to Cover Labor and Operating Expenses for the Additional Staff.
- Resolution No. 176-072019: Authorize the Transfer of \$39,500 from the Winnebago County Reserve Contingency Account to the Winnebago County UW-Extension’s Maintenance Grounds Account to Build New Community Gardens on the Winnebago County Parks Department’s Land Located at 770 East County Road Y.
- Resolution No. 179-072019: Create Section 7.16 of the General Code of Winnebago County: All-Terrain Vehicle/Utility Terrain Vehicle Routes and Regulations. Executive Harris supports this resolution, but would like to see it referred back to the committee to address some concerns.

COUNTY BOARD VICE-CHAIRMAN’S REPORT

Vice-Chairman Egan reported that the following Supervisors are excused from tonight’s meeting: Supervisors Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider.

Vice-Chairman Egan talked to Supervisor Robl. He is doing much better and would appreciate a call from fellow Supervisors.

Vice-Chairman Egan reported that the Wisconsin Towns Association had a picnic and invited Winnebago County Supervisors to attend. Representing Winnebago County was: Supervisors Egan, Borchart, Defferding, Keller and Konetzke; and County Executive Mark Harris and Sheriff John Matz.

ZONING REPORTS & ORDINANCES

- Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from Judy and Richard L. Christianson; Town of Clayton, for tax parcel nos. 006-0527 and 006-0528. Motion by Supervisor Farrey and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 07/01/19 – A requested zoning change from B-3 Regional Business, A-2 General Agriculture to R-2 Suburban Low Density Residential, M-1 Mixed Use, B-3 Regional Business for tax parcel nos. 006-0527 and 006-0528. Motion by Supervisor Farrey and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)
- Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from Marilyn K. & Robert J. Potratz, Rev. Trust; Town of Omro, for tax parcel no. 016-0819. Motion by Supervisor Gabert and seconded by Supervisor Konetzke to approve. CARRIED BY VOICE VOTE.

- Amendatory Ordinance No. 07/02/19 – A requested zoning change from R-1 Rural Residential, A-2 General Agriculture to A2 General Agriculture for tax parcel no. 016-0819. Motion by Supervisor Gabert and seconded by Supervisor Schorse to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)
- Amendatory Ordinance No. 07/03/19 – A requested zoning change from the Town of Clayton to amend the Zoning Code of Ordinances Chapter 9, Short-Term Rentals Code. Motion by Supervisor Gabert and seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)
- Amendatory Ordinance No. 07/04/19 – A requested zoning change from the Town of Clayton on behalf of the Town of Clayton for parcel no. 006-0348-01 to rezone from R-1 Rural Residential to R-2 Suburban Residential District. Motion by Supervisor Gabert and seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)
- Amendatory Ordinance No. 07/05/19 – A requested zoning change from the Town of Clayton on behalf of Rick Christianson to rezone tax parcel nos. 006-0527 & 006-0528 from A-2 General Agricultural District and B-3 General Business District to R-2 Suburban Residential District, B-3 General Business District and M-1 Mixed Use District. Motion by Supervisor Farrey and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)
- Amendatory Ordinance No. 07/06/2019 – A requested zoning change from the Town of Utica on behalf of Kenneth Schmick to rezone tax parcel nos. 024-0472-01-02 & 024-0472-01-01 from A-2 Agricultural District to R-R Rural Residential Recreational Mixed Use. Motion by Supervisor Gabert and seconded by Supervisor Joas to adopt. CARRIED BY VOICE VOTE. (Effective Date: July 19, 2019)

RESOLUTIONS & ORDINANCES

RESOLUTION NO. 165-072019: Commendation for Dianna Jordan

WHEREAS, Dianna Jordan has been employed with Park View Health Center for the past thirty-eight (38) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 166-072019: Commendation for Coral Schrauth

WHEREAS, Coral Schrauth has been employed with Park View Health Center for the past thirty-seven (37) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 167-072019: Commendation for Lisa Saft

WHEREAS, Lisa Saft has been employed with the Winnebago County Department of Human Services for the past thirty-two (32) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 168-072019: Commendation for Mark Weisensel

WHEREAS, Mark Weisensel has been employed with the Winnebago County Department of Human Services for the past thirty-five (35) years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Mark Weisensel 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 Mark Weisensel 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 Mark Weisensel.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 169-072019: Disallow Claim of YRC Worldwide Inc on behalf of Alan Canfield

WHEREAS, your Personnel and Finance Committee has had the claim of YRC Worldwide Inc on behalf of Alan Canfield referred to it for attention; and

WHEREAS, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of YRC Worldwide Inc on behalf of Alan Canfield, filed with the County Clerk on May 16, 2019, be and the same is hereby disallowed for the reason that 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. 170-072019: Disallow Claim of Wisconsin Public Service Corporation (Date of Loss: 01/28/2019)

WHEREAS, your Personnel and Finance Committee has had the claim of Wisconsin Public Service Corporation (Date of Loss: 01/28/2019) referred to it for attention; and

WHEREAS, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Wisconsin Public Service Corporation (Date of Loss: 01/28/2019), filed with the County Clerk on May 30, 2019, be and the same is hereby disallowed for the reason that 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 Finch to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 171-072019: Disallow Claim of Wisconsin Public Service Corporation (Date of Loss: 01/18/2019)

WHEREAS, your Personnel and Finance Committee has had the claim of Wisconsin Public Service Corporation (Date of Loss: 01/18/2019) referred to it for attention; and

WHEREAS, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Wisconsin Public Service Corporation (Date of Loss: 01/18/2019), filed with the County Clerk on May 30, 2019, be and the same is hereby disallowed for the reason that 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 Finch to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 172-072019: Amend the Table of Organization for the Winnebago County Corporation Counsel's Office to Add One Full-Time Assistant Corporation Counsel Position and one Full-Time Paralegal Position, and Authorize the Transfer of \$53,057 from the Winnebago County Reserve Contingency Account and \$25,000 from the Winnebago County Reserve Salary Contingency Account to Cover Labor and Operating Expenses for the Additional Staff

WHEREAS, the Winnebago County Corporation Counsel is, under state law, responsible for handling legal proceedings involving mental health commitments; and such representation has been provided for many years through the use of an outside attorney, who has prosecuted an average of approximately 700+ cases per year; and

WHEREAS, the outside attorney who has been prosecuting these cases has indicated he is retiring effective July 31, 2019; and

WHEREAS, the Corporation Counsel has surveyed available legal services in the community and has determined that it will be more efficient and cost effective to bring this work in-house, which will require additional staff; and

WHEREAS, adding one full-time attorney and one full-time paralegal to the Corporation Counsel's Office staff will enable the Office to provide representation in mental health commitment matters without relying on outside counsel, as well as reducing overtime costs and enhancing current workflow components; and

WHEREAS, adding additional staff will require budget transfers totaling \$78,057, as detailed below, to cover the remainder of the 2019 calendar year, with amounts for future years to be included in the Corporation Counsel's future budgets.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the Table of Organization for the Winnebago County Corporation Counsel's Office by adding one full-time Assistant Corporation Counsel position and one full-time Paralegal position; and

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$53,057 from the Winnebago County Reserve Contingency Account and \$25,000 from the Winnebago County Reserve Salary Contingency Account to cover 2019 labor and operating expenses for the additional staff.

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

Motion by Supervisor Wingren and seconded by Supervisor Finch to adopt. Vote of Resolution: AYES – 29; NAYES – 0; ABSTAIN – 0; ABSENT – 7 Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider. CARRIED.

RESOLUTION NO. 173-072019: Authorize Contract Between AT&T Corporation and Winnebago County (Telephone Line Service)

WHEREAS, the telephone line service contract between Winnebago County and AT&T Corporation is currently primary rate interface (PRI) in the Integrated Services Digital Network; and

WHEREAS, AT&T Corporation is working extensively to convert customers to session initiation protocol (SIP) as they phase out PRI technology; and

WHEREAS, Winnebago County needs to test existing phone-related applications as we convert; and

WHEREAS, AT&T Corporation offers competitive state contract pricing for the provision of telephone line service; and

WHEREAS, as Winnebago County proceeds to convert from PRI to SIP, each SIP line will result in a monthly cost savings compared to PRI line; and

WHEREAS, after careful review, the undersigned Committees have recommended the approval of a contract between Winnebago County and AT&T Corporation for the provision of telephone line services, for a period of five (5) years, effective upon the installation of the final SIP line.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the execution of a five (5)-year contract between Winnebago County and AT&T Corporation for the provision

of telephone line services to all of Winnebago County's buildings, effective upon the installation of the final SIP line, pursuant to those terms outlined in the attached contract, which is made a part of this Resolution and incorporated herein by reference.

Submitted by:
INFORMATION SYSTEMS COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Lenz and seconded by Supervisor Schorse to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 174-072019: Authorize the Parks Department to Accept a "Meet Me at the Park" Grant from the National Recreation and Park Association / Walt Disney Company in the Amount of \$30,000, and Appropriate the Funds to Purchase and Install Recreation-Based Equipment

WHEREAS, the addition of several pieces of inclusive play equipment are included in the Winnebago County Parks Department's long range plans for improving the amenities offered at the Community Park's Shelter #2; and
WHEREAS, given that there is a large amount of flat open space available on the northeast side of Shelter #2, with only one swing set and a slide, it is appropriate to install inclusive play equipment at this site; and
WHEREAS, inclusive play equipment installed at this site will also allow the equipment to be serviced by the same accessible path being used for the nearby outdoor fitness equipment; and
WHEREAS, having inclusive play equipment centrally located at the Shelter #2 site will complement the area and will be of genuine value as it will incorporate the attributes of Universal Design standards; and
WHEREAS, by having inclusive play equipment built under Universal Design standards, Winnebago County will have in place a facility capable of providing recreational opportunities to all ages and abilities for the foreseeable future and provide a valuable resource for those with both physical and cognitive disabilities; and
WHEREAS, the Winnebago County Parks Department received a 'Meet Me at the Park' grant from the National Recreation and Park Association / Walt Disney Company that can be used to purchase and install recreation-based equipment within the confines of the Community Parks' The Natural Way; and
WHEREAS, accepting the additional funding and purchasing this equipment would be beneficial to the residents of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to accept a 'Meet Me at the Park' grant from the National Recreation and Park Association / Walt Disney Company in the amount of \$30,000, and appropriate the funds to purchase and install recreation-based equipment.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Gordon to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 175-072019: Authorize the Winnebago County Facilities and Property Management Department to Demolish the Williams Building at a Cost of \$100,000 to be Funded by the Undesignated General Fund Balance

WHEREAS, the Winnebago County Facilities and Property Management Department has identified the structure located at 504 Algoma Boulevard, commonly referred to as the "Williams Building," to be surplus space and not needed for current County space needs; and
WHEREAS, the Williams Building would require over \$250,000 in repairs, including masonry work, a new roof, and new windows; and
WHEREAS, alternatives for selling or relocating the building were investigated and are not viable; and
WHEREAS, the Winnebago County Courthouse parking lot is not in compliance with green buffer space and storm water requirements, and with the demolition of the Williams Building together with the reconstruction of the parking lot, these non-compliances can be remedied to conform with current Zoning Ordinances and provide needed additional parking spaces; and
WHEREAS, the remaining option is to raze the building.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Facilities and Property Management Department to demolish the property known as the Williams Building, located at 504 Algoma Boulevard, at a cost of \$100,000 to be funded by the Undesignated General Fund balance.

Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Keller and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE.
NAYES: 1 – Warnke

RESOLUTION NO. 176-072019: Authorize the Transfer of \$39,500 from the Winnebago County Reserve Contingency Account to the Winnebago County UW-Extension's Maintenance Grounds Account to Build New Community Gardens on the Winnebago County Parks Department's Land Located at 770 East County Road Y

WHEREAS, the Winnebago County UW-Extension has been operating a community garden on Sherman Road for the past 11 years; and

WHEREAS, the Sherman Road property is leased from the Wisconsin Department of Natural Resources, which is discontinuing the lease at the end of the 2019 growing season; and

WHEREAS, in April 2019 the Winnebago County Parks Department purchased a 20-acre parcel of land located at 770 East County Road Y and has agreed to allocate a field that is approximately 3 acres in size for development of a new community garden site; and

WHEREAS, the Winnebago County UW-Extension is working with the Winnebago County Highway Department to implement improvements to the site for the new community gardens to open in Spring 2020.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$39,500 from the Winnebago County Reserve Contingency Account to the Winnebago County UW-Extension's Maintenance Grounds Account to develop a new community garden on the Winnebago County Parks Department's land located at 770 East County Road Y.

Submitted by:

UW EDUCATION, EXTENSION, AND AGRICULTURE COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Binder and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 177-072019: Advocate the State Legislature to Expand Medicaid in Wisconsin

WHEREAS, Medicaid Expansion would increase the Medicaid-eligible income level up to 138% of the federal poverty rate; and

WHEREAS, for newly-eligible individuals (individuals who did not qualify for full Medicaid coverage prior to December 1, 2009), the federal government funds 90% of benefit costs in the calendar year 2020 and subsequent years; and

WHEREAS, between 2010 and 2015, the Affordable Care Act resulted in health insurance being provided to 212,000 additional individuals in Wisconsin; and

WHEREAS, according to the Wisconsin Department of Health Services, 1,182,681 Wisconsin residents are enrolled in Medicaid, including 25,995 Winnebago County residents; and

WHEREAS, according to previous Wisconsin County budgets, many budget increases in county departments were the result of rising health care costs; and

WHEREAS, Governor Tony Evers has included expanding Medicaid in his biennial budget; and

WHEREAS, expanding Medicaid could lead to approximately \$104 million in new investments in Winnebago County; and

WHEREAS, these investments could lead to new initiatives to improve health care access and quality for all Winnebago County residents; and

WHEREAS, the State Legislature has voted against expanding Medicaid.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby advocates expanding Medicaid in Wisconsin and investing those federal funds in Winnebago County.

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 the Governor for the State of Wisconsin, Wisconsin Counties Association, and all state senators and assembly members representing Winnebago County constituents.

Submitted by:

LEGISLATIVE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Ellis to adopt. Vote on Resolution: AYES – 18; NAYES - 9 Brunn, Defferding, Smith, Nussbaum, Gabert, Konrad, Schorse, Singstock and Farrey; ABSTAIN – 2 Albrecht and Rasmussen; ABSENT – 7 Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider. FAILED. (This resolution required three-fourths of those members present to pass.)

RESOLUTION NO. 178-072019: Authorize the Dissolution of Lakeland Care District Pursuant to §46.2895(13), Wis. Stats

WHEREAS, Lakeland Care District (LCD) is a long-term care district formed by Fond du Lac, Manitowoc, and Winnebago Counties by resolution pursuant to §46.2895, Wis Stats, for the purposes of delivering family care services as a managed care organization (MCO) under the State of Wisconsin's Family Care Program; and

WHEREAS, 2015 Wisconsin Act 215 amended §46.2895, Wis Stats, to allow a long-term care district such as LCD to organize a nonstock corporation under §181, Wis Stats, and transfer all assets, liabilities, contracts, permits, and certifications that are currently held by a long-term care district to a newly-formed nonstock corporation subject to the approval of the Department of Health Services (DHS) and Office of Commissioner of Insurance (OCI); and

WHEREAS, in July 2016, LCD's Board of Directors adopted a resolution indicating its intent to organize a nonstock corporation and transfer all assets, liabilities, contracts, permits, and certifications that were currently held by LCD to a newly-formed nonstock corporation; and

WHEREAS, the nonstock corporation, Lakeland Care Inc (LCI) was created in August 2016 to succeed LCD following approval from DHS and OCI; and

WHEREAS, in November 2016, DHS and OCI approved the transfer of all assets, liabilities, contracts, permits, and certifications of LCD to LCI and certified the corporation as an MCO effective January 1, 2017; and

WHEREAS, as of January 1, 2017, LCD has no continuing business operations and undertakes no activities related to the purpose for which it was formed, which was to contract with DHS for the provision of family care services; and

WHEREAS, the final step of winding down LCD's operations is the dissolution of the district, which requires joint action by LCD's Board and the county boards that formed the district pursuant to §46.2895(13), Wis Stats; and

WHEREAS, this Resolution is intended to act as Winnebago County's official action authorizing the dissolution of LCD; and

WHEREAS, the dissolution of LCD will have no impact on the operations of LCI and will not otherwise impact, financially or otherwise, the operations of Winnebago County; and

WHEREAS, the Secretary of DHS may rely on this Resolution as action on the part of Winnebago County authorizing dissolution of LCD.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the dissolution of Lakeland Care District pursuant to §46.2895(13), Wis Stats.

Submitted by:

LARRY LAUTENSCHLAGER, District 19

Motion by Supervisor Singstock and seconded by Supervisor Konrad to adopt.

Motion by Supervisor Wingren and seconded by Supervisor Schorse to postpone indefinitely. Vote to Postpone Indefinitely: AYES – 5 Smith, Albrecht, Gabert, Wingren and Rasmussen; NAYES – 24; ABSTAIN - 0; ABSENT – 7 Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider. FAILED.

Motion by Supervisor Finch and seconded by Supervisor Gabert to postpone for one month. Vote to Postpone for One Month: AYES – 8 Konetzke, Defferding, Gabert, Wingren, Warnke, Singstock, Locke and Finch; NAYES – 21; ABSTAIN – 0; ABSENT – 7 Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider. FAILED.

Vote on Resolution as Presented: AYES – 29; NAYES – 0; ABSTAIN – 0; ABSENT – 7 Ramos, Spellman, Lautenschlager, Norton, Robl, Youngquist and Snider. CARRIED.

ORDINANCE NO. 179-072019: Create Section 7.16 of the General Code of Winnebago County: All-Terrain Vehicle/Utility Terrain Vehicle Routes and Regulations

WHEREAS, the Winnebago County Highway Committee has determined that the public interest is best served by allowing ATV/UTV use to utilize the County Highway system from 6:00 a.m. to 10:00 p.m. beginning May 1 and ending October 31 of the calendar year; and

WHEREAS, the Winnebago County Board supports recreational opportunities in Winnebago County; and

WHEREAS, §23.33, Wis Stats, authorizes Winnebago County to adopt an ordinance allowing ATV/UTV use on the county highway system.

NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORES DOES ORDAIN AS FOLLOWS: Section 7.16 of the General Code of Winnebago County is hereby adopted and shall read as follows:

7.16 ALL-TERRAIN VEHICLE/UTILITY TERRAIN VEHICLE ROUTES AND REGULATIONS

(1) The Winnebago County Board of Supervisors adopts the following All-Terrain Vehicle/Utility Terrain Vehicle ("ATV/UTV") Routes and Regulations Ordinance for the operation of all-terrain vehicle/utility terrain vehicles upon Winnebago County roadways as listed in Section 4, below.

(2) PURPOSE & INTENT: Following due consideration of the recreational value to connect trail opportunities and weighted against possible dangers, public health, liability aspects, terrain involved and traffic density, these routes have been created.

(3) **AUTHORITY:** The provisions of this Ordinance are adopted by the Winnebago County Board of Supervisors pursuant to the authority granted in §23.33(8)(b), Wis Stats. The applicable provisions of §23.33, Wis Stats, regulating ATV/UTV operations pursuant to routes are adopted.

(4) **ROUTES:** The following roads are designated as routes:

- (a) **Butler Avenue**
- (b) CTH A
- (c) **CTH AA**
- (d) CTH AH
- (e) CTH AP
- (f) CTH B
- (g) CTH BB (Border Highway w/Outagamie County)
- (h) CTH C
- (i) CTH CB
- (j) CTH D
- (k) CTH E
- (l) CTH F
- (m) CTH FF (Portion is border highway with Fond du Lac County)
- (n) CTH G
- (o) CTH GG
- (p) CTH H
- (q) CTH HH
- (r) CTH I
- (s) CTH II
- ~~(t) CTH J~~
- (t) CTH JJ
- (u) CTH K
- (v) CTH M
- (w) CTH MM
- (x) CTH N
- (y) CTH N
- (z) CTH O
- (aa) CTH P
- (bb) CTH R
- (cc) CTH S
- (dd) CTH T
- (ee) CTH V
- (ff) **Waukau Avenue**
- (gg) **CTH Y**
- (hh) CTH Z

(5) **CONDITIONS:** As a condition for the use of this route, the following conditions shall apply to all operators (and passengers where applicable):

- (a) All ATV/UTV operators shall observe posted roadway speed limits.
- (b) All ATV/UTV operators shall ride single file.
- (c) All ATV/UTV operators shall slow the vehicle to 10 mph or less when operating within 150 feet of a dwelling.
- (d) Routes must be signed in accordance with NR 64.12 and NR 64.12(7)c, Wisconsin Administrative Code.

(6) **ENFORCEMENT:** This Ordinance shall be enforced by any law enforcement officer authorized to enforce the laws of the State of Wisconsin.

(7) **PENALTIES:** All-Terrain Vehicle / Utility Terrain Vehicle penalties for the State of Wisconsin, as found in §23.33(13)(a), Wis Stats, are adopted and incorporated herein by reference.

(8) **SEVERABILITY:** The provision of this Ordinance shall be deemed severable and it is expressly declared that Winnebago County would have passed the other provisions of this Ordinance regardless of whether or not one or more provisions may be declared invalid. If any provision of this Ordinance or the application to any individual or circumstance is held invalid, the remainder of the Ordinance and the application of such provisions to other individual circumstances shall not be deemed affected.

(9) **EFFECTIVE DATE:** This Ordinance becomes effective as of the date following the date of its publication.

Submitted by:
HIGHWAY COMMITTEE

Motion by Supervisor Albrecht and seconded by Supervisor Farrey to adopt. Motion by Supervisor Rasmussen and seconded by Supervisor Albrecht to refer this ordinance back to the Highway Committee. Vote to Refer Back: CARRIED BY VOICE VOTE.

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adjourn until the August 20, 2019 business meeting at 6:00 p.m. The meeting was adjourned at 7:34 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 July 16, 2019.

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: August 20, 2019

SUBJECT: Appointment and Re-appointments to the **AGING AND DISABILITY RESOURCE CENTER COMMITTEE**

Subject to your approval, I am hereby making the following appointment and re-appointments to the **AGING AND DISABILITY RESOURCE CENTER COMMITTEE**.

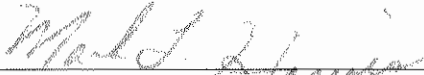
Michael Norton
1029 B S. Main St.
Oshkosh, WI. 54902

Susan Locke
3001 Chain Drive, # 12
Menasha, WI. 54952

Peter Christianson
5300 Ann Street # 103
Larsen, WI. 54947

These are three (3) year terms which will expire August 31, 2022.

Thank you in advance for your favorable consideration of these appointments.


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Aging and Disability Resource Center Committee

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: August 20, 2019
SUBJECT: Re-appointments to the **BOARD OF ADJUSTMENT**

Subject to your approval, I am hereby making the following re-appointments to the **BOARD OF ADJUSTMENT**.

Greg Kargus
2934 Shorewood Dr.
Oshkosh, WI. 54901

Arden Schroeder
9458 Highway 76
Necnah, WI. 54956

These are three (3) year terms which will expire June 30, 2022.

Thank you in advance for your favorable consideration of these appointments.



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Board of Adjustment

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: August 20, 2019
SUBJECT: Re-appointment to the **EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM.**

Subject to your approval, I am hereby making the following re-appointment to the **EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM.**

Larry Smith
216 Wright Avenue
Necanah, WI. 54956

This is a three (3) year term which will expire April 19, 2022.

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



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
East Wisconsin Counties Railroad Consortium



Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: August 20, 2019
SUBJECT: Correction to the appointments and Re-appointments to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Subject to your approval, I am hereby making the following appointments and re-appointments to the **FOX VALLEY WORKFORCE DEVELOPMENT BOARD, INC.**

Hanna Westphal
Senior HS Business Partner
Oshkosh Corporation
W6545 Quality Drive
Greenville, WI. 54942

Jennifer Marks
Director of Operations
Forward Service Corporation
2201 Oregon Street
Oshkosh, WI. 54902

Russ Haase
Education & Healthcare Director, Hr.
Aurora health Care
855 N. Westhaven Dr.
Oshkosh, WI. 54904

Larry Lautenschlager
Labor Council President
Winnebago Area Labor Council
1215 Carr Pl.
Oshkosh, WI. 54901

Robert Pederson
President/CEO
Apple Nape
1305 Lutz Dr.
Appleton, WI. 54914

Ms. Westphal will replace Jodie Larsen whose term will expire June 30, 2021. Ms. Marks will replace Jim Nitz whose term will expire June 30, 2020. Mr. Haase, Mr. Lautenschlager and Mr. Pederson's have three (3) year terms which will expire **June 30, 2022 not June 30, 2020 as originally stated.**

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


Mark L. Harris, County Executive

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

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: August 20, 2019
SUBJECT: Appointment to the **VETERANS SERVICE COMMISSION**

Subject to your approval, I am hereby making the following appointment to the **VETERANS SERVICE COMMISSION**.

Lucy Burr
888 E. Shady Lane, Lot 312
Necnah, WI. 54956

Ms. Burr will replace Joe Maehl who has resigned. This term will expire December 31, 2019.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Veterans Service Commission

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2019-ZC-4890 filed with the County Clerk by:

NORLIN, CRAIG A, Town of WINNECONNE and referred to the Planning and Zoning Committee on 7/16/2019 and

WHEREAS, a Public Hearing was held on 7/30/2019, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: NORLIN, CRAIG A

Location of Premises Affected: 5079 WASHINGTON ST, BUTTE DES MORTS, WI 54927

Legal Description: Being all of Lot 1 of CSM-3347, located in the Plat of the Town of Butte des Morts, being a part of Government Lot 3, Section 24, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

Tax Parcel No.: 030-0625

Sewer:	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Required	<input checked="" type="checkbox"/> Municipal	<input type="checkbox"/> Private System
Overlay:	<input type="checkbox"/> Airport	<input type="checkbox"/> SWDD	<input checked="" type="checkbox"/> Shoreland	
	<input checked="" type="checkbox"/> Floodplain	<input type="checkbox"/> Microwave	<input type="checkbox"/> Wetlands	

WHEREAS, Applicant is requesting a rezoning to R-2 Suburban Low Density Residential,

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:

The Town of WINNECONNE has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows:

- 1. Town does have an adopted land use plan.
- 2. Action does agree with Town adopted Town plan.
 - 1. The Town of Winneconne has approved (Town action is advisory due to shoreland jurisdiction).
 - 2. There were no objections.
 - 3. Proposed use is compatible with adjacent uses.

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 08/01/19

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2019-ZC-4890 as follows:

Being all of Lot 1 of CSM-3347, located in the Plat of the Town of Butte des Morts, being a part of Government Lot 3, Section 24, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

FROM: B-2 Community Business,

TO: R-2 Suburban Low Density Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ___ DAY OF _____, 2019.

Mark Harris
County Executive

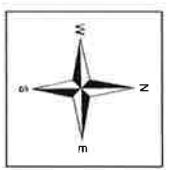
County Board Supervisory district 35

Application #19-ZC-4890

Date of Hearing:
July 30, 2019

Owner(s):
Norlin, Craig A /
Norlin, Marilyn

Subject Parcel(s):
0300625



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



*Lake Butte
des Morts*

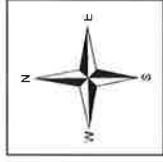
○ = SITE

Application #19-ZC-4890

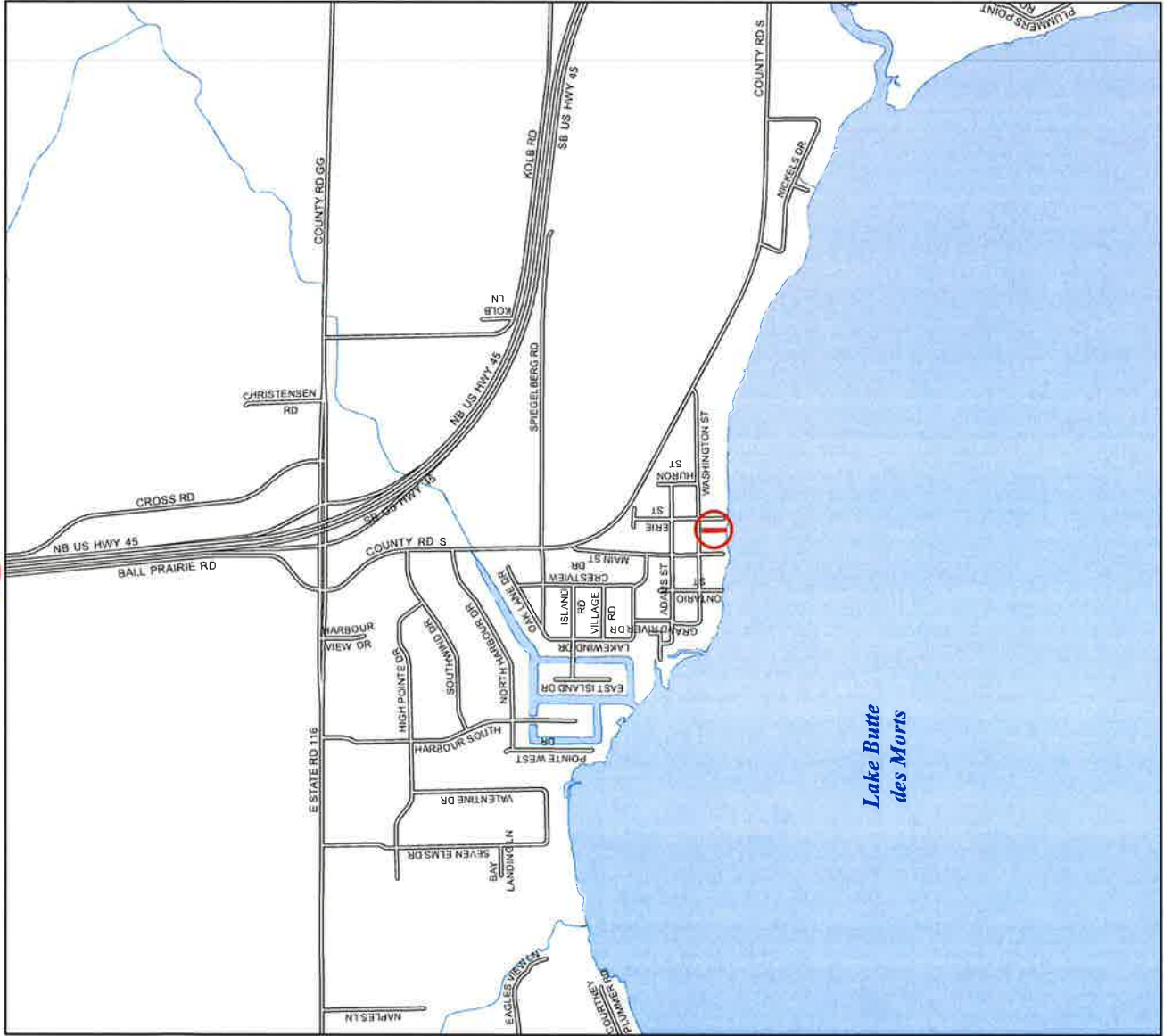
Date of Hearing:
July 30, 2019

Owner(s):
Norlin, Craig A / Norlin, Marilyn

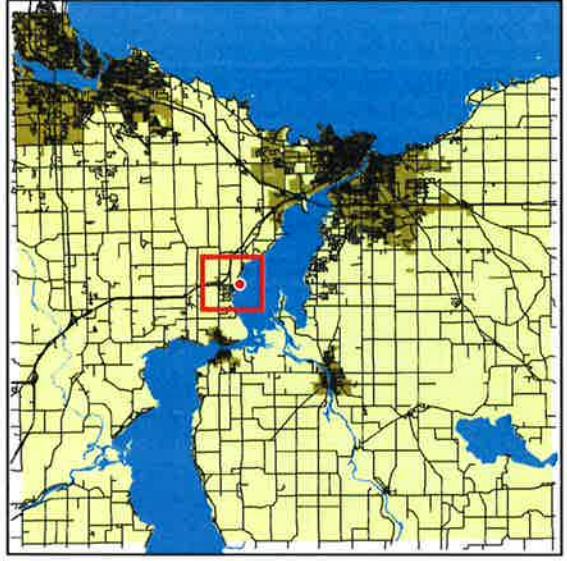
Subject Parcel(s):
0300625



*Winnebago County
WINGS Project*



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2019-ZC-4840 filed with the County Clerk by:

LEONARD, TIMOTHY; MURRELL, VICTORIA , Town of OMRO and referred to the Planning and Zoning Committee on 6/18/2019 and

WHEREAS, a Public Hearing was held on 6/25/2019, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: LEONARD, TIMOTHY ; MURRELL, VICTORIA

Location of Premises Affected: 4505 BRODERICK RD, OMRO, WI 54963

Legal Description: Being a part of the SE 1/4 of the SE 1/4, Section 1, and part of the NE 1/4 of the NE 1/4, Section 12, all in Township 18 North, Range 14 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-003201

Sewer:	<input checked="" type="checkbox"/> Existing	<input type="checkbox"/> Required	<input type="checkbox"/> Municipal	<input checked="" type="checkbox"/> Private System
Overlay:	<input type="checkbox"/> Airport	<input type="checkbox"/> SWDD	<input type="checkbox"/> Shoreland	
	<input type="checkbox"/> Floodplain	<input type="checkbox"/> Microwave	<input type="checkbox"/> Wetlands	

WHEREAS,
Applicant is requesting a rezoning to A-2 General Agriculture,

And
WHEREAS, we received notification from the Town of OMRO 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:

The Town of OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows:

1. Town does have an adopted land use plan.
2. Action does agree with Town adopted Town plan.
3. Eliminates dual zoning for this property.
 1. The Town of Omro has approved.
 2. There were no objections.
 3. Proposed use is compatible with adjacent uses.
4. Zoning map amendment is required as a condition of CSM approval and will place development in appropriate zoning district.

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 08/02/19

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2019-ZC-4840 as follows:

Being a part of the SE 1/4 of the SE 1/4, Section 1, and part of the NE 1/4 of the NE 1/4, Section 12, all in Township 18 North, Range 14 East, Town of Omro, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential & A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ____ DAY OF _____, 2019.

Mark Harris
County Executive

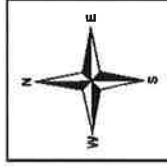
County Board Supervisory district **33** - EGAN

Application #19-ZC-4840

Date of Hearing:
June 25, 2019

Owner(s):
Murrell, Victoria /
Leonard, Timothy

Subject Parcel(s):
016003201



Winnnebago County
WINGS Project

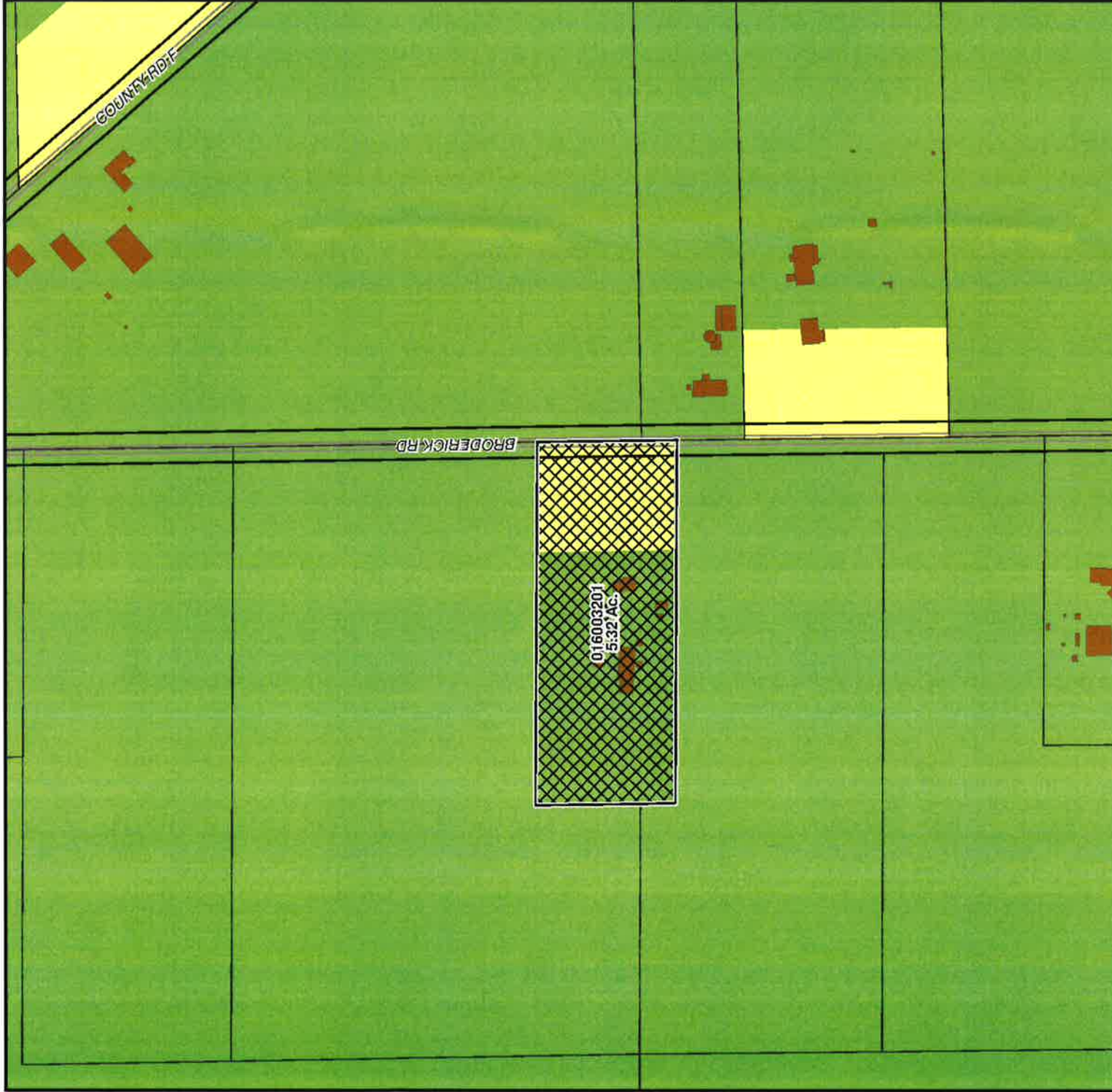
Scale
1 inch : 300 feet

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



Application #19-ZC-4840

Date of Hearing:
June 25, 2019

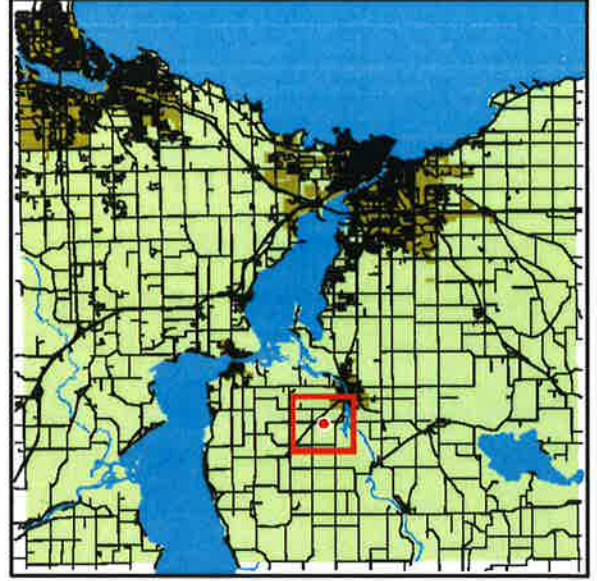
Owner(s):
**Murrell, Victoria /
Leonard, Timothy**

Subject Parcel(s):
016003201

*Winnebago County
WINGS Project*

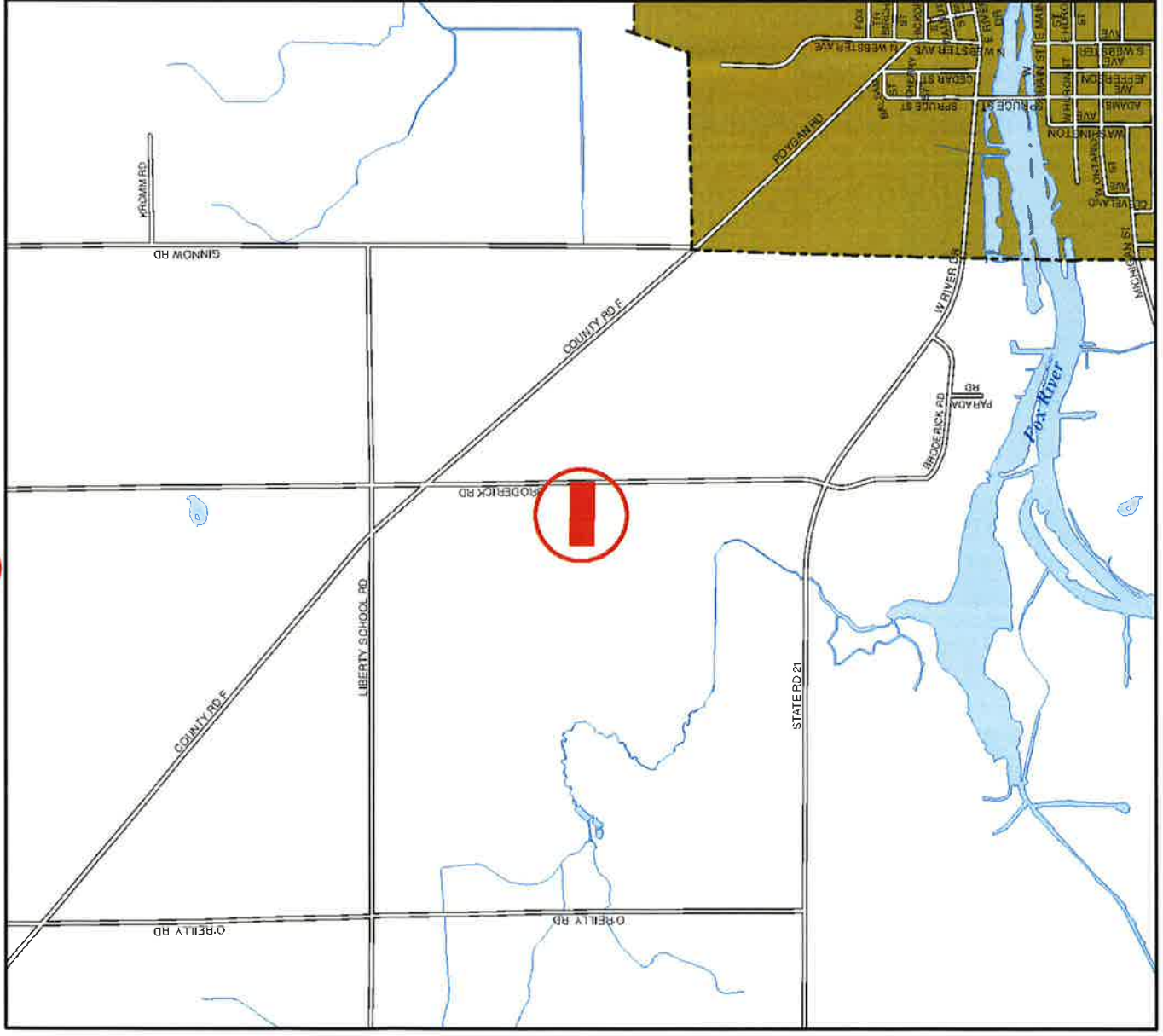


● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment # 19-TA-001 filed with the County Clerk by: Town of Oshkosh

and referred to the Planning & Zoning Committee on 05/21/19 and

WHEREAS, a Public Hearing was held on 05/28/19 pursuant to mailed and published notice as provided by law on the following:

PROPERTY INFORMATION:

Applicant(s): Town of Oshkosh

WHEREAS, Applicant is requesting a text amendment to Chapter 23, Article 15, Section 15 (1) (part), of the Winnebago County Town County Zoning Code. More specifically, the language proposed is as follows: "A permit shall be required for land development or redevelopment which increases impervious surfaces greater than 15,000 square feet." Current language specifies impervious surfaces greater than 3000 square feet.

WHEREAS, we received notification from the TOWNS OF Oshkosh, Poygan, Rushford and Vinland recommending approval, the TOWNS OF Algoma, Winchester, Winneconne and Wolf River recommended denial of amendment, and there was no response or action taken by the TOWNS OF Neenah and Utica, and

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

1. WDNR presently allows 20,000 SF (100' x 200') of developed surface in local ordinances without stormwater retention. WDNR has used science criteria to reach their guidelines.
2. The proposed 15,000 SF (150' x 100') Winnebago County ordinance change is still more restrictive than WDNR rules.
3. This ordinance change would allow a small project or expansion without a retention pond.
4. Any significant land disturbance over 20,000 SF (100' x 200') would still require stormwater retention.
5. Towns meet their stormwater ordinance guidelines and enforcement as required by the WDNR.

NOW THEREFORE BE IT RESOLVED, that this committee has prepared the enclosed amendatory ordinance effectuating this change for your consideration and is hereby recommending approval by a vote of 5-0.

NOW BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed ordinance is hereby [ADOPTED] or [DENIED].

For the Planning & Zoning Committee

AMENDATORY ORDINANCE # 08/03/19

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 19-TA-001 as follows:

Applicant is requesting a text amendment to Chapter 23, Article 15, Section 15 (1) (part), of the Winnebago County Town County Zoning Code. More specifically, the language proposed is as follows: "A permit shall be required for land development or redevelopment which increases impervious surfaces greater than 15,000 square feet." Current language specifies impervious surfaces greater than 3000 square feet.

Adopted/ Denied this _____ day of _____, 20_____.

Shiloh Ramos, Chairperson

ATTEST:

Sue Ertmer (County Clerk)

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20 _____

Mark Harris
(County Executive)

S. 15 PERMITTING REQUIREMENTS, PROCEDURES AND FEES

(1) **PERMIT REQUIRED.** No land owner or land operator may undertake a land development or land redevelopment activity subject to this ordinance without receiving a permit from the administering authority prior to commencing the proposed activity. A permit shall be required for land development or redevelopment which increases impervious surfaces greater than 3000 square feet. The total area of impervious surfaces shall be considered within the area of the parcel(s). Land development activities generally fall into the following categories: commercial, industrial, platted subdivisions, or single lot activities. Stormwater plans for commercial, industrial, subdivisions, will require more detailed information generally provided by an engineer whereas, single lot activities normally will require non-engineered plans. Minor land development activities such as the construction of a fence, minor landscaping, or construction of minor structures (10 x 10 or smaller) may be considered exempt from permit requirements if the administering authority determines that no, or very minimal, adverse impacts will result. The determination of impact shall be based, without limitation, upon criteria such as ponding of water, backing up of water, or a threat to neighboring properties.

(2) **PERMIT APPLICATION AND FEE.** Unless specifically excluded by this ordinance, any land owner or operator desiring a permit shall submit to the administering authority a permit application made on a form provided by the administering authority for that purpose.

- (a) Unless otherwise exempted by this ordinance, a permit application must be accompanied by the following in order that the permit application may be considered for approval by the administering authority: a storm water management plan, a maintenance agreement, and a non-refundable permit administration fee established in S. 04 of this ordinance.
- (b) The storm water management plan shall be prepared to meet the requirements of S. 14 and 16 of this ordinance; the maintenance agreement shall be prepared to meet the requirements of S. 17 of this ordinance; the financial guarantee shall meet the requirements of S. 18 of this ordinance; and fees shall be those established by the Winnebago County Board of Supervisors as set forth in S. 04 of this ordinance.

(3) **REVIEW AND APPROVAL OF PERMIT APPLICATION.** The administering authority shall review any permit application that is submitted with a storm water management plan, maintenance agreement, and the required fee. The following approval procedure shall be used:

- (a) Within 30 days of the receipt of a complete permit application, including all items as required by S. 15(2)(a), the administering authority shall inform the applicant whether the application, plan and maintenance agreement are approved, approved conditionally, or disapproved. The administering authority shall base the decision on requirements set forth in S. 14, S. 15, and S. 17 of this ordinance.
- (b) If the storm water permit application, plan and maintenance agreement are approved, the administering authority shall issue the permit.
- (c) If the storm water permit application, plan or maintenance agreement are disapproved, the administering authority shall detail in writing of the reasons for disapproval.
- (d) The administering authority may request additional information from the applicant. If additional information is submitted, the administering authority shall have 10 business days from the date the additional information is received to inform the applicant that the plan and maintenance agreement are either approved, approved conditionally, or disapproved.
- (e) Failure by the administering authority to inform the permit applicant of a decision within the specified number of business days of a required submittal shall be deemed to constitute an approval of the submittal; and the applicant may proceed as if a permit had been issued. In this instance the applicant shall comply with the plan as submitted.

(4) **PERMIT CONDITIONS.** All permits issued under this ordinance shall be subject to the following conditions, and holders of permits issued under this ordinance shall be deemed to have accepted these conditions. The administering authority may suspend or revoke a permit for violation of a permit condition, following written notification to the permittee:

- (a) Compliance with the permit does not relieve the permit holder of the responsibility to comply with other applicable federal, state, and local laws and regulations.
- (b) The permit holder shall design and install all structural and non-structural storm water management measures in accordance with the approved storm water management plan and the permit.

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment # 19-TA-003 filed with the County Clerk by: Winnebago County Zoning Department,

and referred to the Planning & Zoning Committee on 07/16/19 and

WHEREAS, a Public Hearing was held on 07/30/19 pursuant to mailed and published notice as provided by law on the following:

PROPERTY INFORMATION:

Applicant(s): Winnebago County Zoning Department

WHEREAS, applicant is requesting an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks: "Chapter 16.05(f) The property or structure served is located within a mapped active sanitary district or incorporated municipality where sewer has been installed but is not available to specific properties or structures located within the district"

WHEREAS, we received notification from the TOWNS OF Algoma, Clayton, Omro, Oshkosh, Poygan, Winchester and Winneconne recommending approval, and there was no response or action taken by the TOWNS OF Black Wolf, Neenah, Nekimi, Nepeuskun, Rushford, Utica, Vinland and Wolf River, (town action is optional and advisory only) and

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

1. Active sanitary districts and incorporated areas located within Winnebago County have certain areas where sanitary sewer is not available and property owners who wish to develop their property must use Private On-site Wastewater Treatment Systems.
2. Holding tank(s) is/are the most practical and economical option for short term investment and use in these areas.
3. The proposed amendment allows for orderly development of the properties within the Town's Sanitary Districts while the public infrastructure is being extended.
4. The proposed amendment allows for orderly development and extension of the municipal sanitary sewer and infrastructure within the District..

NOW THEREFORE BE IT RESOLVED, that this committee has prepared the enclosed amendatory ordinance effectuating this change for your consideration and is hereby recommending approval by a vote of 5-0.

NOW BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed ordinance is hereby [ADOPTED] or [DENIED].

For the Planning & Zoning Committee

AMENDATORY ORDINANCE # 08/04/19

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 19-TA-003 as follows:

Applicant is requesting an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks: "Chapter 16.05(f) The property or structure served is located within a mapped active sanitary district or incorporated municipality where sewer has been installed but is not available to specific properties or structures located within the district"

Adopted/ Denied this _____ day of _____, 20_____ .

Shiloh Ramos, Chairperson

ATTEST:

Sue Ertmer (County Clerk)

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20 _____

Mark Harris
(County Executive)

16.05 HOLDING TANKS

- (1) **Sanitary Permit:** A sanitary permit for holding tank(s) shall be granted only if one or more of the following conditions exists, regardless of whether for new construction or replacement:
- (a) The property is in a flood plain with no contiguous higher area.
 - (b) The soil survey of Winnebago County has the entire property mapped as an Udorthent soil type.
 - (c) The property has size limitations which prevent the installation of a soil absorption system.
 - (d) A soil test has been conducted on the property by a certified soil tester and all soil types on the property, as identified in the soil survey of Winnebago County, have been identified and verified by the certified soil tester to be unsuitable for any type of soil absorption system.
 - (e) The installation and use of holding tanks, or alternative systems as approved by Wisconsin Department of Commerce and Winnebago County, as a private sewage system for festival or event grounds are permitted regardless of whether there is a suitable site that allows for the installation of a private sewage system that provides onsite treatment and disposal of domestic wastewater. In addition to complying with all applicable provisions of the Wisconsin Administrative Code, the holding tank installation shall comply with the following:
 - (1) The festival or event shall provide evidence, typically in the form of ticket sales or recorded gate attendance, that the festival or event has exceeded an attendance of more than 100,000 for five (5) or more consecutive years.
 - (2) Grounds shall be owned, or bound by lease for ten (10) or more years, by the festival or event utilizing the grounds.
 - (3) Property owner shall provide written approval of the holding tanks or alternative system installation prior to permit issuance.
 - (4) Influent flows to the holding tank(s) shall be metered in accordance with Wis. Admin. Code Ch. 83.54(2)(d). The water meter shall include a remote reading device for each meter. The remote reader(s) shall be mounted in a conspicuous location on the exterior of the building(s) served by the holding tank(s) and shall have a numerical display of gallons used to the nearest 100 gallons.
 - (5) Inspection, evaluation, maintenance, and servicing reports, including water meter readings, shall be submitted to the Department within thirty (30) calendar days from the date of inspection, evaluation, maintenance, or servicing.
 - (6) Holding tanks shall be abandoned in accordance with Wis. Admin. Code Ch. 83.33 at the time the lease expires, the property is sold, or municipal sewer becomes available.

- (7) Financial Security for Removal. For each tank installed, a minimum \$5,000 (five thousand dollar) bond, letter of credit, or other similarly approved financial guarantee shall be filed with the County at the time of permit application and shall be maintained until the lease of the property expires, property is sold, municipal sewer becomes available, or at a time that is mutually agreed to by the applicant or owner and the County.

(f) ***The property or structure served is located within a mapped active sanitary district or incorporated municipality where sewer has been installed but is not available to specific properties or structures located within the district.***

- (2) **Holding Tank Agreement:** Any property owner who applies for a sanitary permit for a holding tank(s) must first enter into a Holding Tank Agreement with the County. Holding Tank Agreements in effect within each town shall hereby be assigned to Winnebago County. A licensed staff member will sign the Holding Tank Agreement on behalf of the County.

(a) Holding Tank Agreement Conditions:

- (1) The property owner shall enter into a Holding Tank Servicing Contract with a licensed pumper who shall be responsible for pumping out the holding tank(s) when required and disposing of the waste in accordance with Wis. Admin. Code Chapter NR 113.
- (2) The property owner shall maintain the holding tank(s) so as to conform to all requirements of Wis. Adm. Code Chapter COMM 83 relating to holding tanks.
- (3) The property owner shall properly maintain the holding tank(s) by notifying the contracted licensed pumper to have the holding tank(s) pumped out when the tank(s) are full. Holding Tank(s) that serve a structure that has seasonal or intermittent use shall be pumped out when full but no less than once during each calendar year.
- (4) Where holding tank(s) are not properly maintained and are consequently causing a nuisance as described in Sec. 254.01(2) and 281.01(18) Wis. Stats., the County shall order the tank(s) to be maintained by a private contractor at the County's expense. The County shall then invoice the property owner for all such costs incurred. If the invoice is not paid within 30 days, the County shall place the amount on the tax roll as a special assessment against the property in question.
- (5) The Holding Tank Agreement shall be recorded in the Winnebago County Register of Deeds Office prior to issuance of a sanitary permit.

- (3) **Holding Tank Servicing Contract:** All owners of existing and future holding tank(s) shall enter into a Holding Tank Servicing Contract with a licensed pumper.

(a) Holding Tank Servicing Contract Conditions:

- (1) The property owner shall permit the pumper to have access and enter upon the property for the purpose of servicing the holding tank(s).

DATE: 08/27/19

R E S O L U T I O N

No. 005

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 08/05/19

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINNECONNE in accordance with the petition of ROBERT MUELLER and

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

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

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

County Board Supervisor
(Town of Winneconne)

PARCEL NO: **030-0270**; FROM **A-2** TO **R-1**

COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2019.

Mark Harris

County Board Supervisory district **35 - Snider**

CARY A. ROWE
Zoning Administrator

112 OTTER AVE., PO BOX 2808
OSHKOSH, WISCONSIN 54903-2808



OSHKOSH (920) 232-3344
FOX CITIES (920) 727-2880
FAX (920) 232-3347

zoningdepartment@co.winnebago.wi.us

Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF AUGUST 9, 2019

TO: Planning & Zoning Committee

FM: Zoning Administrator *CA*

RE: Review of Town Zoning Changes

1. Robert Mueller - Town Zoning Change (Tax ID No: 030-0270) – Town of Winneconne.

The town zoning change for Robert Mueller is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (Agricultural District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

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

BJ, MG₂ Approved 5-0

TOWN OF WINNECONNE

ORDINANCE 2017-3

AN ORDINANCE TO AMEND THE OFFICIAL TOWN OF WINNECONNE
ZONING ORDINANCE MAP

WHEREAS, One or more applications for amendments to the Map of the Town of Winneconne Zoning code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY2014 update to the Town's comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 146 & 275 of the Town of Winneconne Zoning Code of Ordinances;

NOW THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Winneconne, County of Winnebago, State of Wisconsin, pursuant to Article 146 & 275 of the Town of Winneconne Zoning Code of Ordinances, hereby adopts the following Amendment to the Map of the Town's Zoning Code of Ordinances:

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

A. Property Owner:

Robert Mueller

Legal description of property:

Specifically described as Tax ID# 0300270 Sec. 19, T19N-R15E S 200 FT of W 400 FT of SE SE 1.83A, Town of Winneconne, County of Winnebago, State of Wisconsin

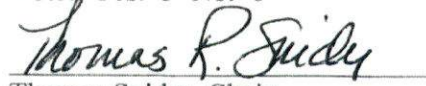
The above described property is hereby rezoned from:

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


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

Adopted this 19th day of October, 2017

Vote: Yes: 5 No: 0


Thomas Snider, Chair

ATTEST:


Yvonne Zobel, Town Clerk

APPLICATION TYPE: CSM REVIEW
 ZONING CHANGE
 CONDITIONAL USE PERMIT

FEE: See Current Fee Schedule NONE

(Please print or type. Please use black ink for duplicating purposes.)

A. PROPERTY OWNER:

A-1 NAME ROBERT MUELLER
Mailing Address 7128 COUNTY ROAD D
OMRO, WI 54963
Phone _____

Permission is hereby granted for appropriate Town Staff to enter upon the property for the placement and removal of hearing notices, and conducting inspections prior to hearing. Said permission is to remain in force until the conclusion of the Public Hearing and is binding upon all heirs and assigns.

Signature Robert Mueller Date Aug 31, 2017

I HEREBY APPOINT THE FOLLOWING AS MY AGENT FOR PURPOSES OF THIS APPLICATION:

A-2 APPLICANT (NAME) Winneconne Payson District
Mailing Address PO Box 339 Winneconne WI 54962
Phone 920-594-0164 Signature [Signature]
Date 08-31-2017

B. PROPERTY INFORMATION:

B-1 Tax Key/Parcel #: 0300270
B-2 Lot _____ Block _____ Subdivision _____ or CSM # _____
Section 19 Town 19 North Range 15 East
Town of WINNECONNE Acres 1.830
B-3 Location (of property) S 200 FT OF W 400 FT OF SE SE 1.83A
B-4 Zoning (Existing) A-2 Zoning (Proposed): B-1
B-5 Use (Existing): VACANT, OVERGROWN
Use (Proposed): FIRE DISTRICT TRAINING CENTER
B-6 SEWER:
Existing _____ Required _____ Municipal _____ Private System: X

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
OCTOBER 19, 2017**

CALL TO ORDER:

Chairman Tom Snider called the regular meeting to order at 6:30 p.m. at the Winneconne Town Hall, 6494 County Rd. M, Winneconne, WI.

ROLL CALL: Chairman Tom Snider, Supervisors Wm. Benedict, Dale Burghardt, Eric Lang and Matt Woods were present. Also in attendance were Clerk Yvonne Zobel, Deputy Clerk Elizabeth Knaack, Treasurer Leota LeMere, Police Chief Brad Hanson, Fire Chief Ryan Krings, Fire District Training Officer Travis Murray and 3 citizens. A Board quorum was present.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was said in unison.

NOTICE VERIFICATION:

Clerk Zobel verified that the agenda notices were posted on October 13, 2017 at the Winneconne Town Hall, the Butte des Morts Lions Club Bldg., and the Butte des Morts Post Office. Notices were also e-mailed to The Winneconne News, The Oshkosh Northwestern and posted on the Town website.

APPROVE MINUTES OF THE SEPTEMBER 21, 2017 BOARD MEETING:

---MOTION by Supervisor Woods, second by Supervisor Benedict to dispense with reading and approve the minutes of September 21, 2017; motion carried on a unanimous 5-0 voice vote---

TREASURER'S REPORT:

Treasurer Leota LeMere reported the following September 30, 2017 account balances:

Huntington Bank - Checking	\$ 9,262.60	State Investment - General Fund	\$299,616.82
Huntington Bank - Savings	\$117,715.09	State Investment - Public Safety	\$22,782.36
Bank First National - CD	\$162,336.18	State Investment - Fire Protection	\$6,658.90
		State Investment - Wolf Wilderness Trail	\$4,275.64

---MOTION by Supervisor Lang, second by Supervisor Benedict to accept the Treasurer's Report as presented; motion carried on a unanimous 5-0 voice vote---

CORRESPONDENCE:

None

WINNEBAGO COUNTY SHERIFF'S DEPARTMENT ACTIVITIES REPORT:

No Officer in attendance.

PUBLIC COMMENT:

Grady Gillespie, 6461 County Road M appeared before the Board to inquire if a traffic study had ever been done on the corner of STH 116 and County Road M. Chairman Snider replied that he would ask the County Highway department for a traffic study at that location and he would also ask for a traffic study at STH 116 and County Road S.

WOLFRUNNERS SNOWMOBILE CLUB REQUEST TO USE LASLEY POINT ROAD & BALL PRAIRIE ROAD RIGHT-OF-WAYS AS A SNOWMOBILE TRAIL FOR 2017-2018 SEASON:

Jim Stahl, 7191 Clarks Point Road informed the Board that there may be a change to the trail later this season.

---MOTION by Supervisor Lang second by Supervisor Benedict to approve the request to use Lasley Point Road and Ball Prairie road right-of-ways as a snowmobile trail for the 2017-2018 season; motion carried on a unanimous 5-0 voice vote---

ZONING CHANGE FROM A-2 AGRICULTURAL TO R-1 RESIDENTIAL

WINNECONNE POYGAN FIRE DISTRICT-ROBERT MUELLER-TAX PARCEL 030-0270:

---MOTION by Supervisor Burghardt, second by Supervisor Benedict to accept the recommendation of the Plan Commission and approve the zoning change from A-2 Agricultural to R-1 Residential for the Winneconne Poygan Fire District, Robert Mueller tax parcel 030-0270; motion carried on a unanimous 5-0 voice vote---

CONDITIONAL USE PERMIT TO CONSTRUCT A TRAINING CENTER

WINNECONNE POYGAN FIRE DISTRICT-ROBERT MUELLER-TAX PARCEL 030-0270:

---MOTION by Supervisor Burghardt, second by Supervisor Lang to accept the recommendation of the Plan Commission and approve the Conditional Use Permit to construct a training center for the Winneconne Poygan Fire District, tax parcel 030-0270; motion carried on a unanimous 5-0 voice vote---

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
OCTOBER 19, 2017**

E-911 JOINT POWERS AGREEMENT WITH WINNEBAGO COUNTY:

---MOTION by Supervisor Woods, second by Supervisor Lang to accept the E-911 Joint Powers Agreement with Winnebago County; motion carried on a unanimous 5-0 voice vote---

OPERATOR LICENSE: WILLIAM J BARTHEL:

---MOTION by Supervisor Lang, second by Supervisor Woods to grant an operator license to William J. Barthel; motion carried on a unanimous 5-0 voice vote---

FIRE DISTRICT ACTIVITIES REPORT:

Fire Chief Ryan Krings reported that incidents were down from last year, mostly in EMS calls. He also mentioned that the 2% fire dues audit by the State went well.

POLICE DEPARTMENT ACTIVITIES REPORT:

Chief Hanson provided his monthly written report to the Board. There was a discussion about camping trailers on a property and an abandoned boat on Falcon Court.

ROAD MAINTENANCE REPORT:

None

BOARD ACTIVITIES REPORT:

Supervisor Woods attended the WTA County Unit meeting. The discussion topics were Border Agreements and ATV/UTV usage on local roads. Woods added that only one town in Winnebago County has passed an ordinance regulating ATV/UTV usage.

AUTHORIZATION FOR PAYMENT OF ACCOUNTS PAYABLE:

---MOTION by Supervisor Benedict, second by Supervisor Burghardt to authorize payment of the following Accounts Payable; motion carried on a unanimous 5-0 roll call vote ---

Action Appraisers	6,750.00	Advanced Disposal	12,459.44
Alliant Energy Co	386.60	Anderson Cleaning	85.00
AT & T	171.68	Becky Pepler	100.00
CenturyLink	2.03	Classic Homes by Kuba	300.00
Deluxe for Business	386.72	Dept of Admin	65.00
Eagle Electric	51.67	Elizabeth Knaack	18.73
FleetCor	75.00	Great American Leasing	157.95
K&C Pest Control	121.00	Leota LeMere	26.75
Neenah Animal Shelter	210.00	NTD	53.95
Oshkosh Office Systems	12.99	Race Office Systems	211.46
Radtke Contractors	200.00	Winneconne News	38.00
Thomas Snider	98.98	Town of Clayton	2,044.87
TownHall Software	720.00	Verizon Wireless	40.01
Wisconsin Dept. Justice	160.50	Winn Cnty Reg of Deeds	75.00
Winnebago Cnty Treas	2,540.89	Winnebago Cnty Treasur	5,088.23
Wis Public Service	590.13		

Accounts Payable	\$ 33,242.58
Payroll	6,651.65
FICA/Med/Fed W/ H	1,847.88
State W/H	<u>230.90</u>

Total \$ 41,973.01

ADJOURNMENT upon MOTION by Supervisor Benedict, second by Supervisor Burghardt at 7:08 p.m.

Respectfully submitted,
Yvonne Zobel, Clerk

Approved: _____
Date: 10-19-17

Not Changed @ County

TOWN OF WINNECONNE

ORDINANCE 2017-3

AN ORDINANCE TO AMEND THE OFFICIAL TOWN OF WINNECONNE
ZONING ORDINANCE MAP

WHEREAS, One or more applications for amendments to the Map of the Town of Winneconne Zoning code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY2014 update to the Town's comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 146 & 275 of the Town of Winneconne Zoning Code of Ordinances;

NOW THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Winneconne, County of Winnebago, State of Wisconsin, pursuant to Article 146 & 275 of the Town of Winneconne Zoning Code of Ordinances, hereby adopts the following Amendment to the Map of the Town's Zoning Code of Ordinances:

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

A. Property Owner:

Robert Mueller

Legal description of property:

Specifically described as Tax ID# 0300270 Sec. 19, T19N-R15E S 200 FT of W 400 FT of SE SE 1.83A, Town of Winneconne, County of Winnebago, State of Wisconsin

The above described property is hereby rezoned from:

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

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

Adopted this 19th day of October, 2017

Vote: Yes: 5 No: 0

Thomas R. Snider

Thomas Snider, Chair

ATTEST:

Yvonne Zobel

Yvonne Zobel, Town Clerk

1 **180-082019**

2 **RESOLUTION: Commendation for Adelita Garcia-Martinez**

3

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

5

6 **WHEREAS**, Adelita Garcia-Martinez has been employed with Park View Health Center for the past thirty
7 (30) years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Adelita Garcia-Martinez has now retired from those duties, and it is appropriate for the
9 Winnebago County Board of Supervisors to acknowledge her years of service.

10

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

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Adelita Garcia-Martinez.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **5-0**

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

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2019.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 181-082019

2 **RESOLUTION: Commendation for Mary Grundy**

3

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

5

6 **WHEREAS**, Mary Grundy has been employed with the Winnebago County Department of Human Services
7 for the past thirty-two (32) years, and during that time has been a most conscientious and devoted County employee;
8 and

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

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

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

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 _____, 2019.

26

27

28

29

Mark L Harris
Winnebago County Executive

1 **182-082019**

2 **RESOLUTION: Disallow Claim of Jason Davis**

3

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

5

6 **WHEREAS**, your Personnel and Finance Committee has had the claim of Jason Davis referred to it for
7 attention; and

8 **WHEREAS**, your Committee has investigated the claim and recommends disallowance of same by
9 Winnebago County.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Jason Davis, filed with the County Clerk on July 3, 2019, be and the same is hereby disallowed for the reason that
13 there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **5-0**

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

19

20 Approved by the Winnebago County Executive this ____ day of _____, 2019.

21

22

23

24

Mark L Harris
Winnebago County Executive



Winnebago County

Office of the County Clerk

The Wave of the Future

NOTICE OF CLAIM

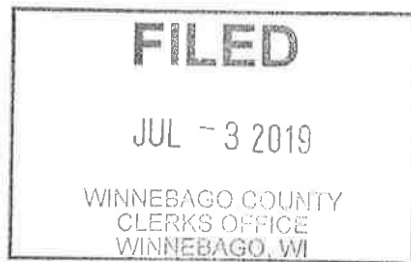
Date: July 3, 2019
To: Doug, Linda and Joan
Re: Claim from Jason Davis for damage to his vehicle's windshield caused by debris falling out of the back of a Winnebago County truck.

This claim will be presented to the County Board at their July 16, 2019 meeting.

July 3, 2019

To Whom It Concerns,

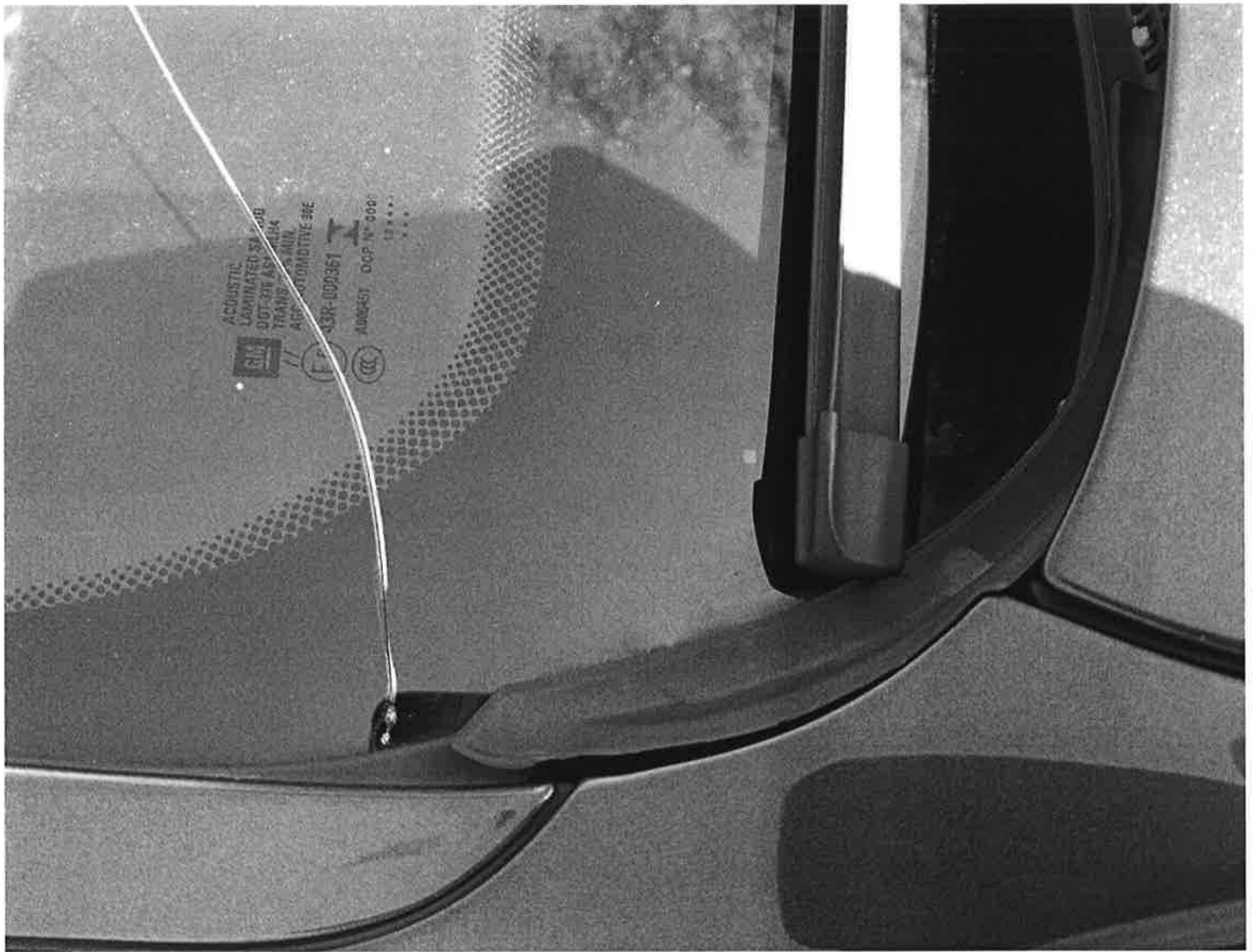
I am writing to explain an incident that occurred that caused damage to my car. On June 4th at approximately 8:20 am I was driving on Highway 41 to work. I was in the center lane with a Winnebago County truck in front of me. The back of the truck said "Stay Back 50 feet" or something similar. This truck had a rust colored bed with the writing in red. The back of the truck, to the best I can explain was rust colored "box" used to carry rock or rubble. While driving behind the truck some debris fell out of the back and bounced up and hit the outter edge of my windshield. In the black area on the very bottom passenger side. I got out of the center lane and moved to the left lane. At this point we were approximately passing over Jackson Street/Hwy 76. I did not have knowledge of the damage to my windshield at this time. I passed by the front of the truck which I believe was white with the county logo on the driver said door with the word "service" under the logo. When I reached my place of employment I noticed where the rock had struck my windshield. I would look into it more after work. When I returned to my car at approximately 4:00 pm the chip/hole had grown to 12"-18" across the passenger side windshield from the heat on the windshield and inside the car that day. I called Tri City Glass in Appleton for an estimate on the windshield at approximately 4:30 pm on June 4th. They sent me an estimate via email later that day which I have included with this letter. I spoke with my insurance company and was told to reach out to the company that owns the truck which the rock fell out of. Since the date of the incident the crack has grown to half of the windshield. I have submitted pictures to go along with this letter as well.



Thank You,

Jason Davis
3389 Collier Court
Oshkosh WI 54904

920-203-9043



FILED

JUL - 3 2019

WINNEBAGO COUNTY
CLERKS OFFICE
WINNEBAGO, WI



FILED
JUL - 3 2019
WINNEBAGO COUNTY
CLERKS OFFICE
WINNEBAGO, WI



Quotation

2801 N.Roemer Rd.
Appleton, WI 54911
Auto/Residential
920.731.8176
f 920.731.5028

2801 N. Roemer Rd.
Appleton, WI 54911
Commercial
920.734.9164
f 920.734.1096

1811 E. Mason St.
Green Bay, WI 54302
920.468.7820
800.242.8177
f 920.468.5337

Quote for:

1 CASH ACCOUNT
NORTHLAND AVENUE

Insured/Customer:

JASON DAVIS
jasondavis94@hotmail.com

(920)203-9043

(000)000-0000

2014 Cadillac CTS 4 Door Sedan

Qty	Part ID	Description	List	Price	Total
2.00	URETH/PRIMER	URETHANE & PRIMER	32.00	32.00	32.00
1.00	DW02129GBYN	Windshield	1028.30	534.72	534.72
1.00	LABOR	Labor hours	110.00	110.00	110.00



Instructions:

[Empty rectangular box for instructions]

Subtotal	\$676.72
Tax 5.000%	\$33.84
Deductible	\$0.00
Quote Total	\$710.56

1 **183-082019**

2 **RESOLUTION: Disallow Claim of Bernie Sorenson**

3

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

5

6 **WHEREAS**, your Personnel and Finance Committee has had the claim of Bernie Sorenson referred to it for
7 attention; and

8 **WHEREAS**, your Committee has investigated the claim and recommends disallowance of same by
9 Winnebago County.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Bernie Sorenson, filed with the County Clerk on June 14, 2019, be and the same is hereby disallowed for the
13 reason that there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **5-0**

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

19

20 Approved by the Winnebago County Executive this ____ day of _____, 2019.

21

22

23

24

Mark L Harris
Winnebago County Executive



Winnebago County
Office of the County Clerk

The Wave of the Future

NOTICE OF CLAIM

Date: June 18, 2019

To: Doug, Linda and Joan

Re: Claim from Bernie Sorenson for damage to his vehicle caused by debris falling off the back of a Winnebago County Highway flatbed truck

This claim will be presented to the County Board at their July 16, 2019 meeting.

Ertmer, Sue

From: Bernie Sorenson <kirbyandmia@gmail.com>
Sent: Friday, June 14, 2019 9:07 AM
To: Ertmer, Sue
Cc: Lindsay
Subject: Damage claim process
Attachments: Sorenson Damage_Winnebago_2019-06-13_1508.JPG

Hello, Sue –

I was just speaking to Doug in finance about your damage claim process. He told me to submit an estimate to you regarding an incident that took place around 3:08 PM yesterday (6/13/2019).

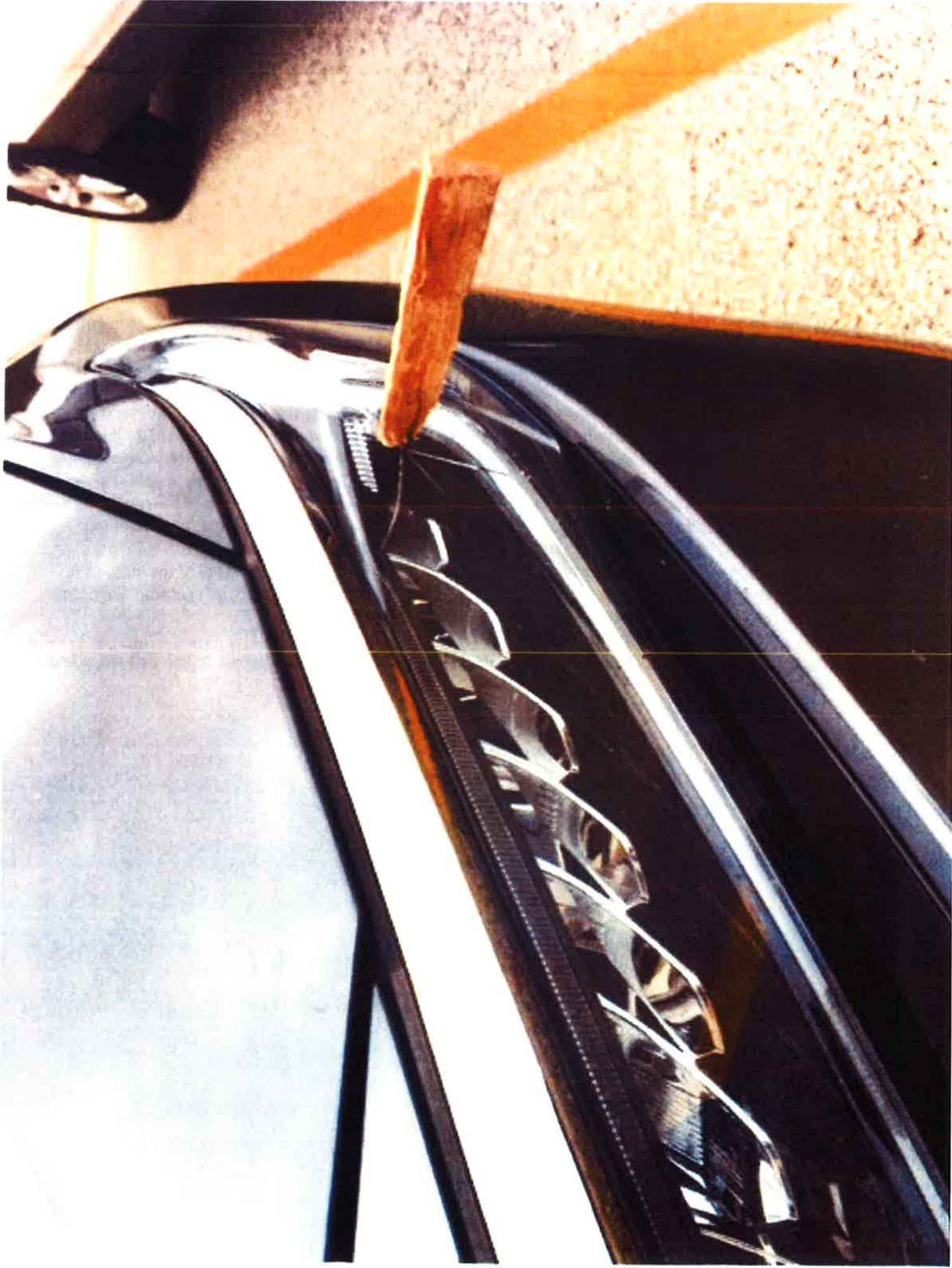
I was driving southbound on US 41 around Winchester Ave. when a small block of wood fell off one of your county highway flatbed trucks and struck my 2018 Honda Accord in the front end (driver's side). He was traveling in front of me in the lane to my left, but I could not dodge the block of wood as I was pinned in on my two other sides. At the time I was actually speaking on the phone with Becky Power from your EM department. Anyway, I forgot to look for damage right away as I had to quickly attend a ceremony for one of my daughters. I remembered the incident when I arrived at work this morning and took the attached photo. It appears that the block of wood actually speared thru my driver's side front headlamp cover. I haven't check to see if the headlamp is still operational, but I will do so at the end of today.

What is you specific claim process? Doug mentioned that you need a quote and a short summary of the incident (as above). If you need another photo with the wood removed, then I'd be happy to send that, too. I just don't want to "jump the gun" on the repair work if there is some other necessary step.

Thanks for your help, and please let me know what I should do next as I do not want to get water into that space and cause more damage.

Bernie Sorenson

Sent from [Mail](#) for Windows 10



**BERGSTROM BODY SHOP -
OSHKOSH IMPORTS**

3365 S. Washburn Street, OSHKOSH, WI 54904
Phone: (920) 236-1000
FAX: (920) 966-0281

Workfile ID: 8a21885c
PartsShare: 5skFFV
Federal ID: 39-1801890

Preliminary Estimate

Customer: SORENSON, BERNARD

Job Number:

Written By: JORDEN SKOWRONSKI

Insured: SORENSON, BERNARD
Type of Loss:
Point of Impact: 12 Front

Policy #:
Date of Loss:

Claim #:
Days to Repair: 0

Owner:
SORENSON, BERNARD

1119 COOLIDGE AVE
OSHKOSH, WI 54902
(608) 575-6746 Cell

Inspection Location:
BERGSTROM BODY SHOP - OSHKOSH
IMPORTS
3365 S. Washburn Street
OSHKOSH, WI 54904
Repair Facility
(920) 236-1000 Day

Insurance Company:

VEHICLE

2018 HOND Accord Sedan Sport w/Continuously Variable Transmission 4D SED 4-1.5L Turbocharged Gasoline Gasoline Direct Injection GRAY

VIN: 1HGCV1F39JA136291 Interior Color: Mileage In: 29,728 Vehicle Out:
License: ADF4562 Exterior Color: GRAY Mileage Out:
State: WI Production Date: Condition: Job #:

TRANSMISSION

Automatic Transmission

POWER

Power Steering
Power Brakes
Power Windows
Power Locks
Power Mirrors
Power Driver Seat

DECOR

Dual Mirrors
Tinted Glass
Console/Storage
Overhead Console

CONVENIENCE

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

RADIO

AM Radio

FM Radio
Stereo
Search/Seek
Auxiliary Audio Connection

SAFETY

Drivers Side Air Bag
Passenger Air Bag
Anti-Lock Brakes (4)
4 Wheel Disc Brakes
Front Side Impact Air Bags
Head/Curtain Air Bags
Hands Free Device
Lane Departure Warning

SEATS

Cloth Seats

Bucket Seats
Reclining/Lounge Seats

WHEELS

Aluminum/Alloy Wheels

PAINT

Clear Coat Paint

OTHER

Fog Lamps
Traction Control
Stability Control
Rear Spoiler
Xenon Headlamps
Power Trunk/Gate Release

Preliminary Estimate

Customer: SORENSON, BERNARD

Job Number:

2018 HOND Accord Sedan Sport w/Continuously Variable Transmission 4D SED 4-1.5L Turbocharged Gasoline Gasoline Direct Injection GRAY

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FRONT BUMPER & GRILLE					
2	R&I	R&I bumper cover				1.7	
3		FRONT LAMPS					
4	Repl	LT Headlamp assy w/o Hybrid	33150TVAA01	1	429.15	0.5	
5		Aim headlamps				0.5	
SUBTOTALS					429.15	2.7	0.0

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			429.15
Body Labor	2.7 hrs @	\$ 64.00 /hr	172.80
Subtotal			601.95
Sales Tax	\$ 601.95 @	5.0000 %	30.10
Grand Total			632.05
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			632.05

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Preliminary Estimate

Customer: SORENSON, BERNARD

Job Number:

2018 HOND Accord Sedan Sport w/Continuously Variable Transmission 4D SED 4-1.5L Turbocharged Gasoline Gasoline Direct Injection GRAY

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide ARG4446, CCC Data Date 06/14/2019, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (*) or Double Asterisk (**) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinishing operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2019 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

SYMBOLS FOLLOWING PART PRICE:

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

SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blend=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

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

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

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

2 **RESOLUTION: Support Censure and Issuance of a No-Confidence Vote Against**
3 **Winnebago County Coroner Barry Busby**

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

7 **WHEREAS**, Chapter 19, Wis Stats, codifies a Code of Ethics for Public Officials and Employees; and

8 **WHEREAS**, the Wisconsin Legislature recognizes that high moral and ethical standards among public
9 officials is essential to the conduct of free government, will improve standards of public service, and will promote and
10 strengthen the faith and confidence of Wisconsin residents in their public officials and employees; and

11 **WHEREAS**, §19.42(7u), Wis Stats, defines a local governmental unit as a political subdivision of this state;
12 and

13 **WHEREAS**, §19.47(7w), Wis Stats, defines a local public office as an elective office of a local governmental
14 unit; and

15 **WHEREAS**, §19.59(1)(a), Wis Stats, provides in pertinent part that no local public official may use his or her
16 public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or
17 herself or his or her immediate family; and

18 **WHEREAS**, §19.59(1)(c)(2), Wis Stats, provides no local public official may use his or her office or position
19 in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official or one or
20 more members of the official’s immediate family either separately or together; and

21 **WHEREAS**, under Wisconsin State Law, coroners are authorized to investigate deaths in which there are
22 unexplained, unusual, or suspicious circumstances; and

23 **WHEREAS**, Barry Busby was initially appointed as the Winnebago County Coroner in 1997. Mr. Busby has
24 served as the Winnebago County Coroner for the past 22 years, most recently being elected in November 2018; and

25 **WHEREAS**, credible information has surfaced demonstrating that Mr. Busby has spent weeks at a time out
26 of state during 2018 and 2019; and

27 **WHEREAS**, Winnebago County telephone records associated with Mr. Busby’s county-issued cell phone
28 show him making or receiving calls from out of the state for most of this past winter, starting only weeks after his re-
29 election; and

30 **WHEREAS**, in Mr. Busby’s absence from this State, one of Winnebago County’s deputy coroners must cover
31 Coroner Busby’s absence, incurring a cost to tax payers because deputies are paid on a per diem basis with
32 additional expense reimbursement; and

33 **WHEREAS**, additional information has surfaced regarding sexual harassment allegations leveled against Mr.
34 Busby, some of which Mr. Busby does not deny; and

35 **WHEREAS**, §59.34(1)(b), Wis Stats, provides that the coroner shall exercise all the powers and duties of the
36 sheriff and undersheriff of that county in their absence.

37
38 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
39 censures Coroner Barry Busby and issues a No-Confidence Vote against Winnebago County Coroner Barry Busby.

42 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the
43 Winnebago County Clerk to forward a copy of this Resolution to the Office of State of Wisconsin Governor Tony
44 Evers, the Wisconsin Coroners' and Medical Examiners' Association, and all state senators and assembly members
45 representing Winnebago County constituents.

46

47

Respectfully submitted by:

48

JUDICIARY AND PUBLIC SAFETY COMMITTEE

49

Committee Vote: **5-0**

50

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

51

52

Approved by the Winnebago County Executive this ____ day of _____, 2019.

53

54

55

56

Mark L Harris
Winnebago County Executive

1 185-082019

2 **RESOLUTION: Authorize Transfer of Jurisdiction and Maintenance of a Portion of**
3 **County Trunk Highway GG to the Town of Vinland**

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

7 **WHEREAS**, the Winnebago County Highway Department has determined that the public interest is best
8 served by transferring jurisdiction and maintenance of a portion of CTH GG, beginning at CTH A for a distance of 740
9 Lineal Feet West; and

10 **WHEREAS**, the Town of Vinland must pass a resolution accepting the transfer of jurisdiction and
11 maintenance of the aforementioned segment of roadway; and

12 **WHEREAS**, the Wisconsin Department of Transportation must record transfers of jurisdiction in the State
13 records; and

14 **WHEREAS**, §83.025, Wis Stats, enables Winnebago County and the Town of Vinland to enter into an
15 agreement transferring jurisdiction and maintenance of the aforementioned segment of roadway, thereby facilitating
16 the changes in the highway system.

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 approves transfer of jurisdiction and maintenance of an existing segment of County Trunk Highway GG, from CTH A
20 to a distance of 740 Lineal Feet West, to the Town of Vinland.

21
22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that, pursuant to this
23 Resolution, transferring the responsibility of jurisdiction and maintenance of the aforementioned segment of CTH GG
24 to the Town of Vinland, shall become effective on November 1, 2020, upon the passage of a resolution by the Town
25 of Vinland accepting jurisdiction and maintenance.

26
27 Respectfully submitted by:

28 **HIGHWAY COMMITTEE**

29 Committee Vote: _____

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

31
32 Approved by the Winnebago County Executive this _____ day of _____, 2019.

33
34 _____
35 Mark L Harris
36 Winnebago County Executive

2 **RESOLUTION: Authorize a Four-Year Agreement Between Waupaca County and**
3 **Winnebago County for Participation in the Upper Fox-Wolf River**
4 **Regional Demonstration Farm Network**

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

8 **WHEREAS**, governmental bodies are authorized to enter into mutual agreements under the provisions of
9 §66.0301, Wis Stats, for the receipt or furnishings of services or the joint exercise of any power or duty required or
10 authorized by law; and

11 **WHEREAS**, Waupaca County and Winnebago County believe that by working together in a cooperative
12 agreement they can achieve county water quality goals through the creation of a Regional Demonstration Farm
13 Network; and

14 **WHEREAS**, Waupaca County by its Land and Water Conservation Department (LWCD) has signed a
15 Contribution Agreement (#NR185F48XXXXC023) with the United States Department of Agriculture’s Natural
16 Resource Conservation Service (USDA-NRCS) to facilitate and cost-share the creation and operation of a
17 Demonstration Farm Network in the Upper Fox-Wolf Basin; and

18 **WHEREAS**, the USDA-NRCS is providing 75% of the costs associated with the Regional Demonstration
19 Farm Network; and

20 **WHEREAS**, there are a total of eight counties participating in this Regional Demonstration Farm Network to
21 share the remaining 25% of associated costs during the four-year agreement; and

22 **WHEREAS**, your Land and Water Conservation Department is not requesting additional funds to participate
23 in the Regional Demonstration Farm Network.

24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, the
25 Winnebago County Land and Water Conservation Department is hereby authorized to enter into an Agreement with
26 Waupaca County and the Regional Demonstration Farm Network for the purposes of educating producers on new
27 and innovative farming practices that conserve and protect the resources of Winnebago County.
28
29

30 Respectfully submitted by:

31 **LAND CONSERVATION COMMITTEE**

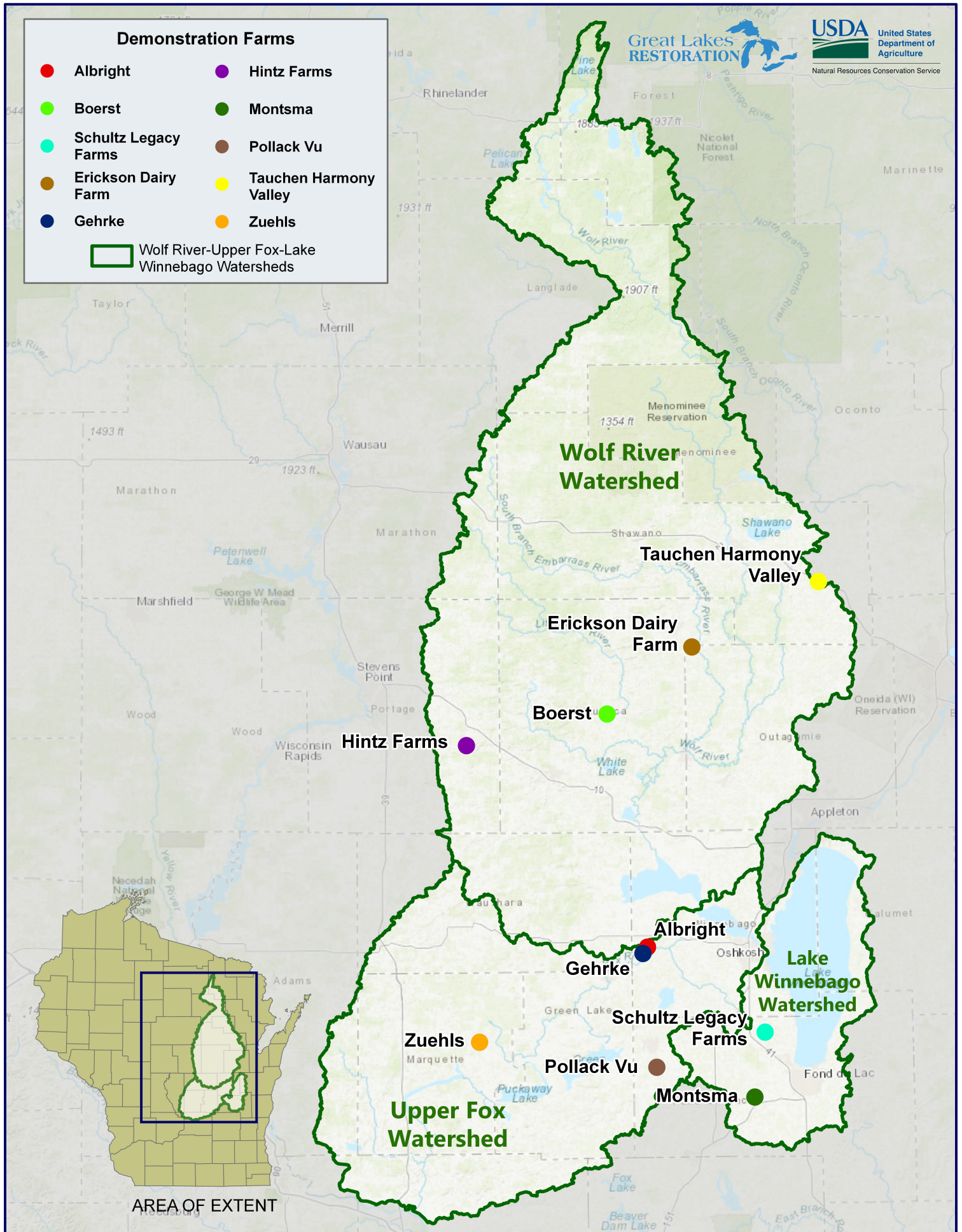
32 Committee Vote: **7-0**

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

34
35 Approved by the Winnebago County Executive this ____ day of _____, 2019.

36
37 _____
38 Mark L Harris
39 Winnebago County Executive

Upper Fox - Wolf Demonstration Farms Network



1 187-082019

2 **RESOLUTION: Support Legislation to End the Use of Personal Conviction Waivers for**
3 **School and Day Care Center Immunizations**

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

7 **WHEREAS**, vaccine-preventable diseases, such as measles, are highly contagious and can result in serious
8 health complications, including pneumonia and encephalitis, and lead to death; and

9 **WHEREAS**, outbreaks of measles have impacted multiple states in 2019, and a measles exposure was
10 recorded in Wisconsin in 2018; and

11 **WHEREAS**, the effectiveness and safety of vaccines have been well established; and

12 **WHEREAS**, the Affordable Care Act has allowed greater access to insurance coverage for vaccinations,
13 which are readily available in medical offices and pharmacies, and public health departments continue to serve those
14 eligible for the Vaccines for Children Program; and

15 **WHEREAS**, Wisconsin’s immunization laws, §252.04(3), Wis Stats, and §DHS 144.06, Wisconsin
16 Administrative Code, permit parents to opt out of or waive some or all of the vaccinations required to attend school or
17 group day care based on their personal beliefs; and

18 **WHEREAS**, the Wisconsin Public Health Association supports a change in school and day care center
19 immunization law that eliminates personal conviction waivers for students in Wisconsin public and private schools
20 and for children who attend group day cares.

21
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
23 respectfully requests that the Wisconsin Legislature end the use of personal conviction waivers for school and day
24 care center immunizations.

25
26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the
27 Winnebago County Clerk to forward a copy of this Resolution to the Office of Governor Tony Evers, the Wisconsin
28 Counties Association, and all state senators and assembly members representing Winnebago County constituents.

29
30 Respectfully submitted by:

31 **BOARD OF HEALTH**

32 Committee Vote: **7-0**

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

34
35 Approved by the Winnebago County Executive this ____ day of _____, 2019.

36
37 _____
38 Mark L Harris
39 Winnebago County Executive



Public Health
Prevent. Promote. Protect.

**Winnebago County
Health Department**

Vaccination Exemption Information

Types of School Vaccination Requirements exemptions^{1,2}

- Religious Exemptions: 44 states have religious exemptions, but the requirements differ.
- Personal Belief (Conviction) Exemptions: **Only 15 states allow personal exemptions** for children whose parents have a philosophical or personal belief objection to vaccination.
- Medical Exemptions: All states allow exemption from vaccination requirements for medical reasons. 5 states allow only medical exemptions.

Vaccine Facts³

- 88% of U.S. adults said the benefits of the MMR vaccine outweigh the risks
- 8 in 10 U.S. adults said MMR vaccination should be a requirement in order to attend public schools because of the potential risk for others when children are not vaccinated
- **Nearly 1300 students** in Winnebago County schools have not been vaccinated/protected from preventable diseases for personal reasons compared to just over 200 students who aren't vaccinated for medical or religious reasons (data below)

WCHD Jurisdiction School Data (WCHD data 2018-19 School year; November 2018)

Public school data in WCHD Jurisdiction (does not include Menasha)

44 public schools-- waiver numbers (Average %)

- 74 Health Waivers (>1%)
- 91 Religious Waivers (>1%)
- 1058 Personal Waivers (5%)
 - 5 Schools have Personal Waivers greater than 10%
 - 19 Schools have Personal Waivers between 5-10%

Private school data in WCHD Jurisdiction (does not include Menasha)

16 private schools-- waiver numbers (average %)

- 6 Health Waivers (<1%)
- 52 Religious Waivers (2%)
- 232 Personal Waivers (8%)
 - 2 schools have personal waiver rates above 20%
 - 1 school has a personal waiver rate of 13%
 - 6 schools have a personal waiver rate of 5%-12%

It's not just Measles

In Winnebago County there were 93 cases of Pertussis in 2016 compared to 20 in 2015

- 1-3 weeks of being contagious before symptoms appear
- 5 days of quarantine (which means no work and no school; lost education and lost wages)

1 Vaccination laws. 2019. Retrieved from FindLaw: <https://healthcare.findlaw.com/patient-rights/vaccination-laws.html>

2 Pew Research Center. 2019. <https://www.pewresearch.org/fact-tank/2019/06/28/nearly-all-states-allow-religious-exemptions-for-vaccinations/>

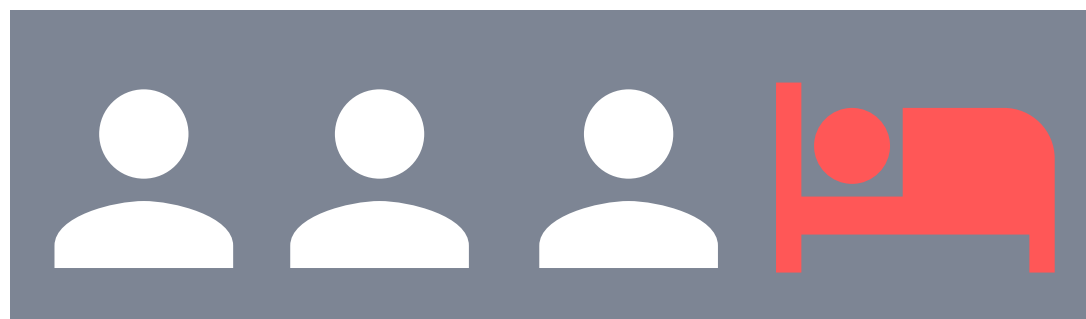
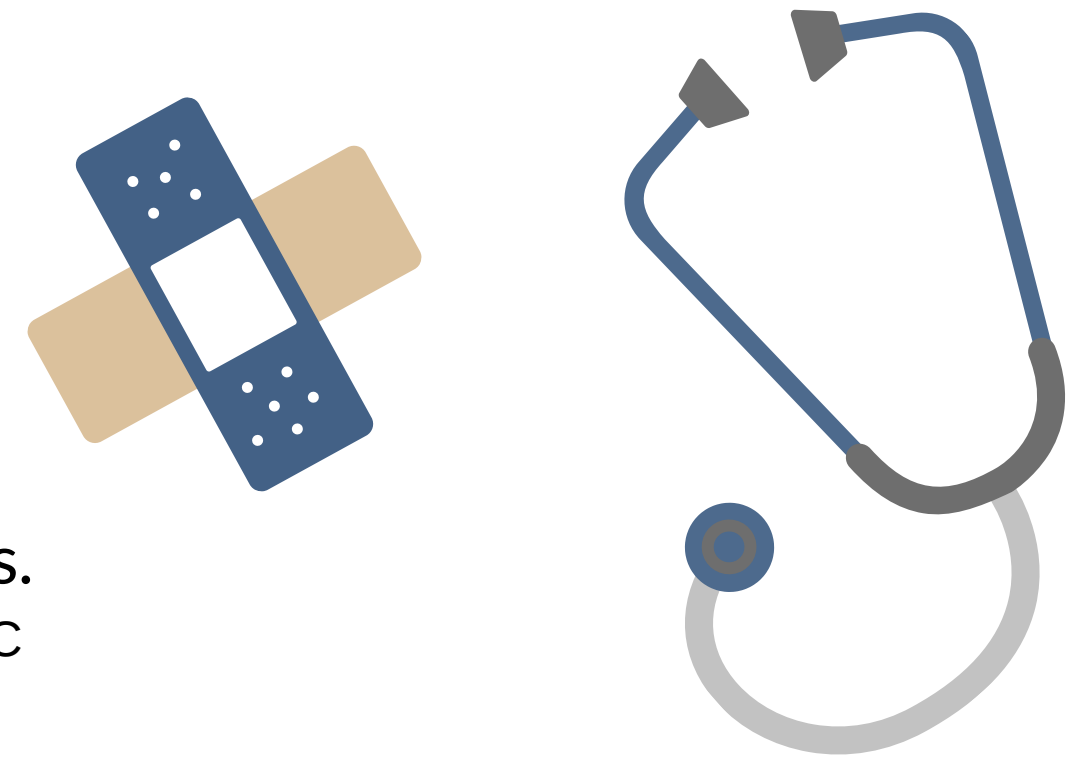
3 Pew Research Center. 2019. 5 facts about vaccines in the U.S. <https://www.pewresearch.org/fact-tank/2019/03/19/5-facts-about-vaccines-in-the-u-s>

THE IMPORTANCE OF VACCINATION

VACCINES SAVE LIVES

> **1,100**

As of July 3, 2019, 1,182 individual cases of measles reported in 30 states.
-CDC



1 in 4 people who get measles **will be hospitalized**



Measles vaccination resulted in a 80% drop in measles deaths between 2000 and 2017 worldwide.

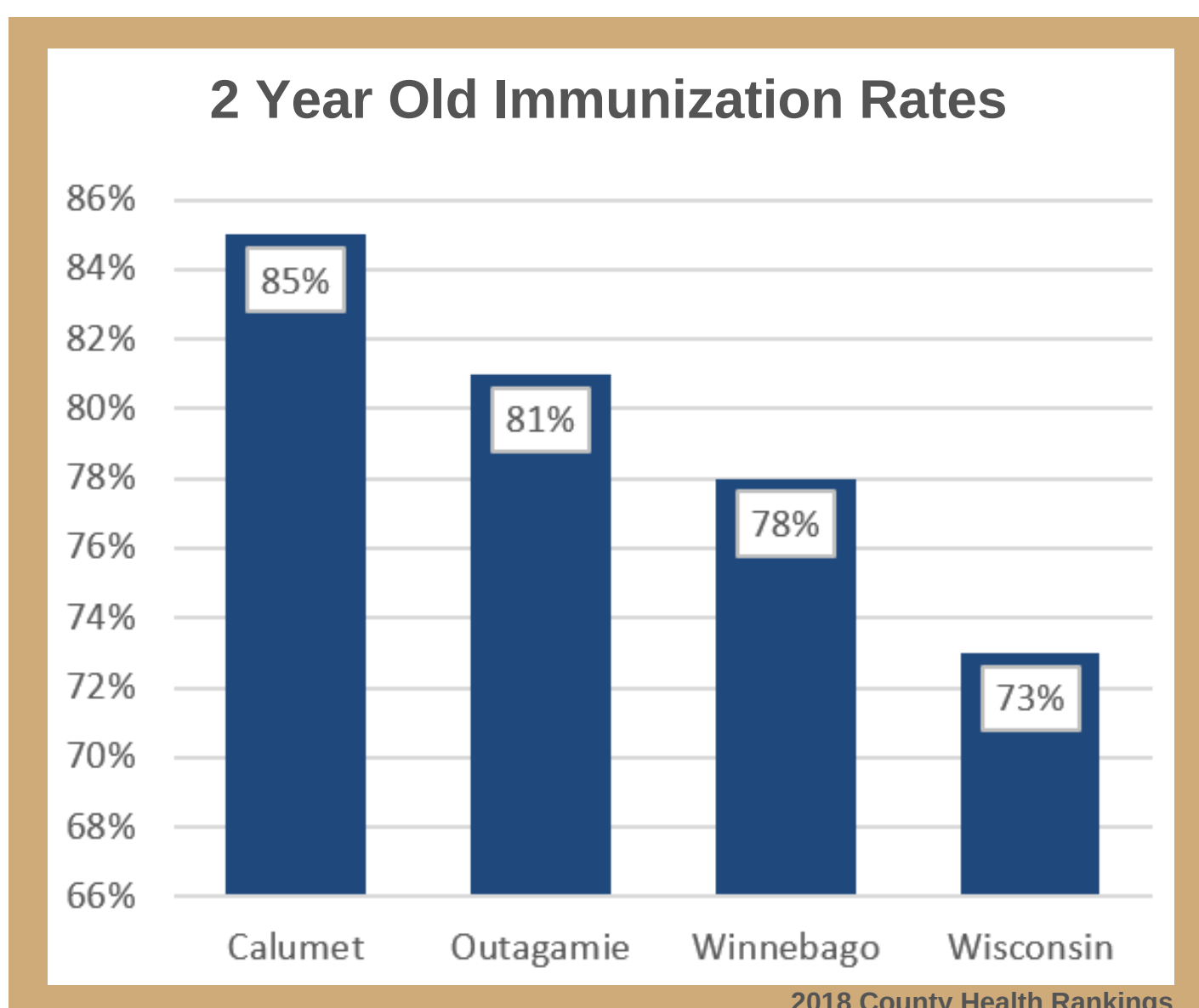
-World Health Organization, 2018



Severe allergic reactions to the MMR Vaccine happens **less than 1 time per 1,000,000** vaccine doses according to the CDC.

VACCINATION COVERAGE

Wisconsin's vaccine opt out rate has been increasing; it is **5X higher** today than it was 20 years ago.



WI has some of the broadest exemption criterion. Over **90% of exemptions are for personal convictions** (not medical or religious). Eliminating the personal conviction waiver can help increase herd immunity for our communities, keeping everyone safer from vaccine preventable disease.

MORE AT WWW.VACCINEINFORMATION.ORG



Public Health
Prevent. Promote. Protect.
Winnebago County
Health Department

1 **188-082019**

2

3 **RESOLUTION: Authorize the Transfer of an Additional \$77,046 from the Undesignated General**
4 **Fund Balance to the Winnebago County Facilities Department Capital Outlay**
5 **Account for the Concrete Base and Sewer and Utility Hookups Needed to Secure**
6 **Independent Housing for Chapter 980 Offenders**

7

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

9 **WHEREAS**, recent amendments to Chapter 980, Wis Stats, regarding Supervised Release of Sexually
10 Violent Person Commitments, require Winnebago County to identify appropriate residential housing options for
11 Winnebago County residents who are subject to supervised release; and

12 **WHEREAS**, the new law imposes significant geographical restrictions on where such housing can be
13 located; and

14 **WHEREAS**, attempts to secure appropriate independent housing given the law's strict parameters have
15 been unsuccessful; and

16 **WHEREAS**, failure to provide said residents under supervised release status with appropriate residential
17 options subjects Winnebago County to fines of up to \$1,100 per day to be assessed against Winnebago County; and

18 **WHEREAS**, Winnebago County's statutorily-created temporary committee has located a parcel of land
19 owned by Winnebago County and within the Oshkosh City limits that meets all the legal criteria; and

20 **WHEREAS**, since the parcel of land is owned by Winnebago County, the County would become the landlord
21 and the State of Wisconsin would be required to pay Winnebago County rent for providing this residential option; and

22 **WHEREAS**, at the December 4, 2018, meeting of the City of Oshkosh Planning Commission, the
23 Commission voted to allow a manufactured housing unit to be located on said parcel of land located in the City of
24 Oshkosh and owned by Winnebago County; and

25 **WHEREAS**, at the December 18, 2018, meeting of the Winnebago County Board of Supervisors, the Board
26 passed Resolution 097-122018 authorizing the transfer of \$100,000 to cover the cost of placing a manufactured
27 housing unit on this Winnebago County-owned parcel of land, the cement base on which to place the housing unit,
28 and various hookups; and

29 **WHEREAS**, the project bid for the concrete base and sewer and utility hookups came in at approximately
30 \$101,650 and the mobile home at \$46,865, resulting in the project being underfunded by \$77,046, to include
31 contingencies.

32 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
33 authorizes the transfer of an additional \$77,046 from the Undesignated General Fund balance to the Winnebago
34 County Facilities Department Capital Outlay account to cover the additional cost of the manufactured home, the
35 concrete base, and the sewer and utility hookups needed to secure independent housing for Chapter 980 offenders.
36

37 **Fiscal Note:** The Undesignated General Fund balance will be decreased by \$77,046.
38

39 Respectfully submitted by:

40 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

41 Committee Vote: **4-0**

42

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Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2018.

Mark L Harris
Winnebago County Executive

1 189-082019

2

3 **RESOLUTION: Authorize an Additional \$578,900 to the Capital Project for the Winnebago County**
4 **Facilities and Property Management Department to Upgrade the Controls and**
5 **Functionality of the Three (3) Courthouse Elevators, Funded with an Advance**
6 **from the General Fund to be Reimbursed from a Subsequent Bond Issue**
7

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

9 **WHEREAS**, the two (2) main Courthouse passenger elevators and one (1) Courthouse prisoner elevator
10 have 1938 vintage controls and equipment which are composed of parts and electronics that are no longer
11 manufactured and are very difficult to obtain, if at all; and

12 **WHEREAS**, the elevators are experiencing more frequent and longer lasting breakdowns, and this is
13 impacting passengers; on several occasions over the past year, elevator failures required the assistance of the Fire
14 Department to release passengers; and

15 **WHEREAS**, funds from this capital project will be used to upgrade the elevators with modern digital controls
16 and more energy efficient motors and transmissions; and

17 **WHEREAS**, at the County Board meeting held on Tuesday, March 19, 2019, the Winnebago County Board
18 of Supervisors passed Resolution 125-032019 authorizing this capital project at a cost of \$795,000 to be funded by
19 bond proceeds; and

20 **WHEREAS**, the project bid came in at approximately \$1,373,900, resulting in the project being underfunded
21 by \$578,900.

22

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes an additional \$578,900 to the capital project for the Winnebago County Facilities and Property
25 Management Department to upgrade the controls and functionality of the three (3) courthouse elevators.

26

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

29

30 **Fiscal Impact:** Annual debt service over the 10-year life of the notes amounts to approximately \$59,337 per year
31 assuming a 2.5% interest rate.

32

33

34 Committee Vote: **4-0**

Respectfully submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

35

36

37 Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

38 Vote Required for Passage: **Three-Fourths of Membership**

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2019.

41

42

43

44

Mark L Harris
Winnebago County Executive

1 190-082019

2

3 **RESOLUTION: Authorize an Additional \$1,518,097 to the Capital Project for the Winnebago**
4 **County Facilities and Property Management Department to Repair / Replace the**
5 **Windows at the Courthouse, Funded with an Advance from the General Fund to**
6 **be Reimbursed from a Subsequent Bond Issue**

7

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

9 **WHEREAS**, the windows in the Winnebago County Courthouse are circa 1938 and have significant
10 deterioration; and

11 **WHEREAS**, storm windows were later added to increase efficiency; and

12 **WHEREAS**, the storm windows have created a void that traps moisture and is causing significant
13 deterioration to plaster and drywall due to the deterioration of the seals of the outside windows; and

14 **WHEREAS**, the best solution is to replace the existing windows with thermal pane windows matching the
15 historic aesthetics of the existing windows; and

16 **WHEREAS**, at the September 15, 2015, Meeting of the Winnebago County Board of Supervisors, the Board
17 passed Resolution 210-092015 authorizing this capital project at a cost of \$1,200,000 to be funded by bond
18 proceeds; and

19 **WHEREAS**, the project has been bid twice before, the first time receiving no bidders and the second time
20 receiving three bids exceeding the budget by over 300%; and

21 **WHEREAS**, a third request for bids resulted in the receipt of three bids, of which the lowest responsible bid
22 was \$2,450,000, which exceeds the project budget. After engineering costs that have already been paid and
23 contingencies the budget shortfall is \$1,518,097.00.

24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
25 authorizes an additional \$1,518,097 to the capital project for the Winnebago County Facilities and Property
26 Management Department to repair / replace the windows at the courthouse.

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

29

30 **Fiscal Impact:** Annual debt service over the 10-year life of the notes amounts to approximately \$155,605 per year
31 assuming a 2.5% interest rate.

32

Respectfully submitted by:

33

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

34 Committee Vote: **4-0**

35

Respectfully submitted by:

36

PERSONNEL AND FINANCE COMMITTEE

37 Committee Vote: **5-0**

38 Vote Required for Passage: **Three-Fourths of Membership**

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2019.

41

42

43

44

Mark L Harris
Winnebago County Executive

1 191-082019

2

3 **RESOLUTION: Authorize the Winnebago County Parks Department to Accept a Grant from the**
4 **Fox River Natural Resources Damage Assessment (NRDA) Council in the Amount**
5 **of \$100,000 to Assist in Funding the Replacement of the Ice Damaged Asylum**
6 **Point Island Bridge with a Metal Clear Span Structure**
7

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

9 **WHEREAS**, an ice shove that occurred in 2017 displaced the existing sixteen (16) year old wood pile
10 walking bridge at Asylum Point Island to the extent that it is no longer useable; and

11 **WHEREAS**, citizens regularly traversed the bridge to crossover from the mainland to Asylum Point Island
12 where they would view the Asylum Point Lighthouse and enjoy fishing and hiking opportunities; and

13 **WHEREAS**, Winnebago County Parks personnel also used the bridge for mower access and to service two
14 (2) picnic sites; and

15 **WHEREAS**, Winnebago County wishes to restore safe access to Asylum Point Island for public use; and

16 **WHEREAS**, the Asylum Point Island Bridge Replacement Project will require contractors to remove the
17 damaged wood pile bridge and install a metal frame clear span structure with supporting bridge abutments; and

18 **WHEREAS**, Winnebago County Parks Department presently has \$40,000 available in funding for the bridge
19 replacement project assigned within the 2019 Budget; and

20 **WHEREAS**, the Fox River Natural Resources Damage Assessment Council (NRDA Council) has awarded
21 Winnebago County a \$100,000 grant to help support the Asylum Point Bridge Replacement Project; and

22 **WHEREAS**, accepting the NRDA Council's \$100,000 grant award will be necessary in order to complete the
23 Asylum Point Island Bridge Replacement Project and bring about restoration of safe public access to the island.

24

25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
26 authorizes the Winnebago County Parks Department to accept a grant from the Fox River Natural Resources
27 Damage Assessment Council in the amount of \$100,000 to assist in funding the replacement of the ice-damaged
28 Asylum Point Island Bridge with a metal clear span structure

29

30 **Fiscal Impact:** No fiscal impact. The grant funds will cover the program costs.

31

32 Respectfully submitted by:

33 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

34 Committee Vote: **5-0**

35 Respectfully submitted by:

36 **PERSONNEL & FINANCE COMMITTEE**

37 Committee Vote: **5-0**

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

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2019.

41

42

43

44

Mark L Harris
Winnebago County Executive

1 192-082019

2 **RESOLUTION: Authorize the General Services Department to Enter into a 5-Year Lease**
3 **Agreement with Gordon Flesch Company Inc for (Dual Purpose) Copy /**
4 **Fax / Scanning Machines**

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

8 **WHEREAS**, Winnebago County is nearing the end of its lease agreement for dual purpose machines to be
9 placed in various County Departments; and

10 **WHEREAS**, a Request for Proposal was issued for new contract proposals to be submitted for these
11 machines; and

12 **WHEREAS**, a team consisting of staff from several County Departments that are large users was assembled
13 to evaluate the proposals; and;

14 **WHEREAS**, the selection team recommended Gordon Flesch Company Inc to provide dual purpose
15 machines for the next five (5) years; and;

16 **WHEREAS**, the process of leasing machines County-wide has worked effectively for the past ten (10) years.

17
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 authorizes the General Services Department to enter into a five (5)-year contract with Gordon Flesch Company Inc to
20 provide Winnebago County with dual purpose copy machines.

21
22 **Fiscal Note:** Estimated annual cost for all machines is approximately \$119,140. Of this, \$79,200 represents
23 equipment lease payments. The balance of \$39,940 is usage charges per printed copy. This cost
24 is spread among the budgets for each Department that has a leased machine. Actual charges will
25 vary slightly based on actual usage and actual equipment installed. This new contract will realize a
26 savings of approximately \$35,900 versus the previous contract.

27
28 Respectfully submitted by:
29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: 5-0
31 Vote Required for Passage: **Two-Thirds of Membership**

32
33 Approved by the Winnebago County Executive this ____ day of _____, 2019.

34
35
36 _____
37 Mark L Harris
Winnebago County Executive

**WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT**

RE: Multifunctional Copier Lease

THIS AGREEMENT made and entered into this 20th day of August, 2019 by and between Winnebago County (hereinafter referred to as "COUNTY", whether a department, board or agency thereof) and Gordon Flesch Company (hereinafter referred to as "CONTRACTOR").

WITNESSETH:

WHEREAS the COUNTY whose address is 415 Jackson Street, Oshkosh, Wisconsin 54901 desires to purchase services from the CONTRACTOR for the purpose of Multifunctional Copier Lease and Maintenance and **WHEREAS** the CONTRACTOR whose address is 1110 W. Kennedy Ave, Kimberly, WI 54136 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** - The term of this agreement shall commence as of the 1st day of October, 2019, and shall terminate as of the 30th day of September, 2024, unless sooner agreed to by the parties. In any event, the CONTRACTOR shall complete its obligations under this agreement not later than the 31st day of October, 2024., and upon its failure to do so, the COUNTY may invoke the penalties set forth in RFP or Schedule "A". 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 the request for proposals (RFP) # VA02-19, the CONTRACTOR'S response thereto, incorporated herein by reference, on the attached Schedule "A", Schedule "B"-New Equipment list, and Schedule C-Equipment Retained from Previous Lease, all of which reflect all equipment to be provided and maintained during the term of the contract, incorporating any changes from the original RFP. In the event of a conflict between or among the RFP, proposal and/or the terms of Schedule "A" Schedule "B", an Schedule "C", it is agreed that the terms of the Schedules, 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 bid specifications.
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 bid specifications, RFP or Schedule "A".
5. **UNFINISHED WORK** - In the event the COUNTY exercises its unilateral right to terminate this agreement for cause in the manner provided for in paragraph 4 above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced or made by the 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 **According to Schedule "A"** upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st, must be invoiced to COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.
8. **WISCONSIN LAW CONTROLLING** - It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. ARBITRATION

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

B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof, shall be decided by arbitration in accordance with the 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 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. 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

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, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "**Description of Operations**".

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

D. CONTRACTOR shall require Subcontractor; 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, 415 Jackson Street, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. 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, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808 or e-mail to ppeterson@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.

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:

FOR THE COUNTY:

Mark Harris, County Executive

Susan Ertmer, County Clerk

REGISTERED AGENT:

**Drafted by:
John A. Bodnar
Corporation Counsel for
Winnebago County**

Shared/Cfry/psacontractor.doc

Revised 6/2004

Schedule "A"

Payment for all equipment and services required under this contract will be made as follows:

- A monthly payment of **\$6,600.18** will be made to the Contractor beginning October 1, 2019 and continue for the term of this leasing agreement.
- The Contractor will be paid **\$.003** each for black and white print made to be paid quarterly.
- The Contractor will be paid **\$.0349** each for color prints made. Payment to be made quarterly.
- Payments by credit card will be accepted for any or all invoices.

The one-hundred and ten (110) new devices, including all accessories, are detailed on the New Equipment List attached and labeled as Schedule "B".

A list of equipment to be retained from the previous leasing contract is attached and labeled as Schedule "C". This equipment shall be billed the "per copy" rates only but all other terms of this agreement will apply.

**SCHEDULE B
NEW EQUIPMENT LIST**

Dept	Location	Printer Name	NEW MODEL	PRICE/MO	Fax	Stand	envelope tray	Paper Dwrs	\$ paper drawers	stapling	HC-5 REAMS	saddle stitch	3-hole	sheet inserter	TOTAL MONTHLY
COC - Admin/Mgmt (AB155)	415 Jackson St.	N/A	1435iF+	\$ 10.68				2	\$ 3.02						\$ 13.70
County Executive	112 Otter St	COLLIE	1435iF+	\$ 10.68				2	\$ 3.02						\$ 13.70
Highway - Shop	901 W County Rd. Y	MORGAN	1435iF+	\$ 10.68				2	\$ 3.02						\$ 13.70
Human Services-Neenah	211 N Commercial St., Neenah	COBRA	1435iF+	\$ 10.68				1							\$ 10.68
Human Services-Oshkosh	220 Washington Ave	FLOUNDER	1435iF+	\$ 10.68				1							\$ 10.68
Human Services-Oshkosh	220 Washington Ave.	SNAPPER	1435iF+	\$ 10.68				2	\$ 3.02						\$ 13.70
PVHC, Scheduling	725 Butler Ave.	BEEBLE	1435iF+	\$ 10.68				1							\$ 10.68
PVHC-HR	725 Butler Ave.	DAMSELFLY	1435iF+	\$ 10.68				1							\$ 10.68
Child Support	415 Jackson St.	THRASHER	1435iF+	\$ 11.90		X		1							\$ 11.90
LWAM	Neenah	N/A	1435iF+	\$ 11.90	X	X		2	\$ 3.02						\$ 14.92
Human Services-Neenah	211 N Commercial St., Neenah	GECKO	4525i	\$ 40.63	\$ 3.21	X	\$ 2.05	4	\$ 8.16	\$ 11.54					\$ 65.59
Zoning	112 Otter Ave	HUSKY	4525i	\$ 40.63	\$ 3.21	X		2							\$ 43.84
Human Services-Oshkosh	220 Washington Ave.	KINGFISH	4545i	\$ 59.51	\$ 8.27	x	\$ 2.05	4	\$ 12.85	\$ 11.29					\$ 93.97
Clerk of Courts (from Br 1)	415 Jackson St.	N/A	525iF III	\$ 31.24	X	X	\$ 4.08	2							\$ 35.32
Human Services-Neenah	211 N Commercial St., Neenah	TADPOLE	525iF III	\$ 31.24		X	\$ 4.08	4	\$ 11.48						\$ 46.80
Human Services-new	220 Washington Ave	NEW	525iF III	\$ 31.24	X	X		2			\$ 9.68				\$ 40.92
Human Services-Oshkosh	220 WASHINGTON	PIKE	525iF III	\$ 31.24	X	X	\$ 4.08	3	\$ 8.10						\$ 43.42
Human Services-Oshkosh	220 Washington Ave	CHIPMUNK	525iF III	\$ 31.24	x	x		2							\$ 31.24
Human Services-Oshkosh	220 Washington Ave.	MULLET	525iF III	\$ 31.24	X	X	\$ 4.08	4	\$ 8.10						\$ 43.42
Human Services-Oshkosh	220 Washington Ave.	MINNOW	525iF III	\$ 31.24		X		2							\$ 31.24
Human Services-Summit House/ C	2501 Harrison St., Oshkosh	LOBSTER	525iF III	\$ 31.24	x	x		2							\$ 31.24
Probate	415 Jackson St.	N/A	525iF III	\$ 31.24	X	X		2							\$ 31.24
Register of Deeds	415 Jackson St.	OWL	525iF III	\$ 31.24		XL		3	\$ 8.10						\$ 39.34
Sheriff Communication Center	4311 Jackson St.	BIGHORN	525iF III	\$ 31.24	X	X		3	\$ 8.10						\$ 39.34
Sheriff-Classification	4311 Jackson St.	RAM	525iF III	\$ 31.24	X	X		2							\$ 31.24
Sheriff-Jail Nurses Office	4311 Jackson St.	WATERBUCK	525iF III	\$ 31.24	X	X		2							\$ 31.24
Human Services-Oshkosh	220 Washington Ave.	GROUPEE	525iF III	\$ 26.72			\$ 4.08	3	\$ 8.10						\$ 38.90
Human Services-Oshkosh	220 Washington Ave.	GOLDFISH	525iF III	\$ 26.72	X			2	\$ 3.38						\$ 30.10
PVHC - Adm Coordinator	725 Butler Ave.	DUSTMITE	525iF III	\$ 26.72	X			2	\$ 3.38						\$ 30.10
PVHC - Receiving Office	725 Butler Ave.	BUTTERFLY	525iF III	\$ 26.72	X			2	\$ 3.38						\$ 30.10
Sheriff-Classification	4311 Jackson St.	ELK	525iF III	\$ 26.72	X			2	\$ 3.38						\$ 30.10
Sheriff-Courthouse Basement	415 Jackson St.	CRANE	525iF III	\$ 26.72	X			1							\$ 26.72
Sheriff-Pod D	4311 Jackson St.	FALLOW	525iF III	\$ 26.72	X			1							\$ 26.72
WIC-Neenah	211 N Commercial St., Neenah	PYTHON	525iF III	\$ 26.72	X			1							\$ 26.72
Child Support	415 Jackson St.	PLOVER	525iF Z	\$ 38.93	X	X		2		X					\$ 38.93
Clerk of Courts -Front office	415 Jackson St.	N/A	525iF Z	\$ 38.93	X	X	\$ 4.08	4	\$ 11.48	X					\$ 54.49
COC-Back office (AB0249)	415 Jackson St.	NA	525iF Z	\$ 38.93	X	X	\$ 4.08	4	\$ 11.48	X					\$ 54.49
Human Services-Neenah	211 N Commercial St., Neenah	CROCODILE	525iF Z	\$ 38.93		x	\$ 4.08	4	\$ 11.48	X					\$ 54.49
Human Services-Neenah	211 N Commercial St., Neenah	LIZARD	525iF Z	\$ 38.93	X	x	\$ 4.08	3	\$ 8.10	X					\$ 51.11
Human Services-Oshkosh	220 Washington Ave.	TROUT	525iF Z	\$ 38.93		x	\$ 4.08	3	\$ 8.10						\$ 51.11
PVHC WoodSide	725 Butler Ave.	WOODSIDE1	525iF Z	\$ 38.93	X	X		2		X					\$ 38.93
Sheriff-old WRC	4311 Jackson St.	WALLABY	525iF Z	\$ 38.93	X	X		2		X					\$ 38.93
Treasurer	112 Otter Ave	STARLING	525iF Z	\$ 38.93		X	\$ 4.08	4	\$ 11.48	X					\$ 54.49
Branch 1	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Branch 2	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X	\$ 4.08	2		X					\$ 43.01
Branch 3	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Branch 4	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Branch 5	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Branch 6	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
CI Comm	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
DA	448 Algoma Blvd.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
DA	448 Algoma Blvd.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Family Court	415 Jackson St.	N/A	525iFZ	\$ 38.93	X	X		2		X					\$ 38.93
Family Court Services	415 Jackson St.	WOLF	525iFZ	\$ 38.93	X	X	\$ 4.08	3	\$ 8.10	X					\$ 51.11
Human Resources	112 Otter St	SHEPHERD	525iFZ	\$ 38.93		X	\$ 4.08	3	\$ 8.10	X					\$ 51.11
Human Services-Oshkosh	220 Washington Ave.	CATFISH	525iFZ	\$ 38.93		X	\$ 4.08	3	\$ 8.10	X					\$ 51.11

**SCHEDULE B
NEW EQUIPMENT LIST**

Dept	Location	Printer Name	NEW MODEL	PRICE/MO	Fax	Stand	envelope tray	Paper Dwrs	\$ paper drawers	stapling	HC-5 REAMS	saddle stitch	3-hole	sheet inserter	TOTAL MONTHLY
PVHC LakeSide	725 Butler Ave.	LAKESIDE1	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC LakeSide	725 Butler Ave.	LAKESIDE2	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC ParkSide	725 Butler Ave.	PARKSIDE1	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC ParkSide	725 Butler Ave.	PARKSIDE2	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC PrairieSide	725 Butler Ave.	PRAIRIESIDE2	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC PrairieSide	725 Butler Ave.	PRAIRIESIDE1	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
PVHC WoodSide	725 Butler Ave.	WOODSIDE2	525IFZ	\$ 38.93	X	X		2		X					\$ 38.93
Sheriff Jail-Booking	4311 Jackson St.	BILLYGOAT	615if	\$ 38.24	X	X		3	\$ 8.10						\$ 46.34
Sheriff Property Records	4311 Jackson St.	DONKEY	615if	\$ 38.24	X	X		2							\$ 38.24
Human Services-Neenah	211 N Commercial St., Neenah	FROG	615if Z	\$ 46.24	X	X	\$ 4.08	3	\$ 8.10	X					\$ 58.42
Human Services-Oshkosh	220 Washington Ave.	STINGRAY	615if Z	\$ 46.24	X	X	\$ 4.08	4	\$ 8.10	X					\$ 58.42
Human Services-Oshkosh	220 Washington Ave.	SWORDTAIL	615if Z	\$ 46.24	X	X	\$ 4.08	3	\$ 3.38	X					\$ 53.70
PVHC-Food Service	725 Butler Ave.	GRASSHOPPER	615if Z	\$ 46.24	X	X		3	\$ 3.38	X					\$ 49.62
PVHC-Workroom	725 Butler Ave.	MONARCH	6565i	\$ 112.68	\$ 8.27	X		4		27.97					\$ 148.92
UW-Extension	625 E Cty Rd. Y	OCELOT	6565i	\$ 112.68		X		2		X		\$ 52.43	\$ 8.27		\$ 173.38
General Services	415 Jackson St.	PEREGRINE	8585i	\$ 145.06		X		2		27.97			\$ 8.27	\$ 54.92	\$ 236.22
Coroner	448 Algoma Blvd.	COCKER	C256iF	\$ 35.77	X	X		1							\$ 35.77
Sheriff-Detectives	4311 Jackson St.	BISON	C256iF	\$ 35.77	X	X	X	2							\$ 35.77
Tax Lister	112 Otter Ave	KESTREL	C256iF	\$ 35.77	X	X		2							\$ 35.77
Airport	525 W 20th Ave.	OCTOPUS	C3525i	\$ 53.91	\$ 7.69	X		3	\$ 12.85						\$ 74.45
Em Mgmt	4311 Jackson St.	KUDU	C3525i	\$ 53.91	\$ 7.69	X		3	\$ 12.85	\$ 9.72					\$ 84.17
Information Systems	112 Otter St	TEDDY	C3525i	\$ 53.91	\$ 7.69	X	X	4	\$ 12.85						\$ 74.45
Land and Water	625 E Cty Rd. Y	WILDCAT	C3525i	\$ 53.91		X	X	4	\$ 12.85	\$ 9.72					\$ 76.48
Parks	625 E Cty Rd. Y	SIBERIAN	C3525i	\$ 53.91	\$ 7.69	x	X	3	\$ 12.85						\$ 74.45
Public Health-Neenah	211 N Commercial St.	ANACONDA	C3525i	\$ 53.91	\$ 7.69	X		4	\$ 12.85	\$ 9.72					\$ 84.17
PVHC-Activities	725 Butler Ave.	EARWIG	C3525i	\$ 53.91	\$ 7.69	X		2		\$ 9.72					\$ 71.32
Register of Deeds	415 Jackson St.	HUMMINGBIRD	C3525i	\$ 53.91	\$ 7.69	X		3	\$ 12.85						\$ 74.45
Transfer Station	105 W County Rd. Y	HIPPO	C3525i	\$ 53.91	\$ 7.69	X		3	\$ 12.85	\$ 9.72					\$ 84.17
DA	448 Algoma Blvd.	N/A	C356iF	\$ 40.27	X	X	X	4	\$ 8.52	\$ 10.82					\$ 59.61
Finance / Purchasing	112 Otter St	TERRIER	C356iF	\$ 40.27	X	X		2							\$ 40.27
Sheriff-Patrol	4311 Jackson St.	BUFFALO	C356iF	\$ 40.27	X	X		2		\$ 10.82					\$ 51.09
Veterans-Neenah	211 N Commercial St., Neenah	IGUANA	C356iF	\$ 40.27	X	X	X	4	\$ 8.52	\$ 10.82					\$ 59.61
Veterans-Oshkosh	112 Otter Ave	GUERNSEY	C356iF	\$ 40.27	X	X	X	4	\$ 8.52	\$ 10.82					\$ 59.61
Corp Counsel Rm 308	448 Algoma Blvd.	NEW	C475i	\$ 49.45		X		4	\$ 9.68	\$ 8.00					\$ 67.13
Human Services-Neenah	211 N Commercial St., Neenah	ALLIGATOR	C475i	\$ 49.45	X	X	X	4	\$ 9.68						\$ 59.13
Human Services-Oshkosh	220 Washington Ave.	SAILFISH	C475i	\$ 49.45	X	x	X	4	\$ 9.68	\$ 8.00					\$ 67.13
County Clerk	112 Otter Ave	GROSBEAK	C5535i	\$ 76.46	\$ 8.27	X	X	4	\$ 11.29	\$ 11.29					\$ 107.31
Highway	901 W County Rd. Y	CLYDESDALE	C5535i	\$ 76.46	\$ 8.27	X		4	\$ 11.29	\$ 11.29					\$ 107.31
Public Health	112 Otter Ave	CRICKET	C5535i	\$ 76.46		X		3	\$ 11.29	\$ 11.29					\$ 99.04
Public Health	112 Otter Ave	HONEYBEE	C5535i	\$ 76.46	\$ 8.27	X		4	\$ 11.29	\$ 11.29					\$ 107.31
SW-Landfill	100 W County Rd. Y	CHIMPANZEE	C5535i	\$ 76.46	\$ 8.27	X	X	4	\$ 11.29	\$ 11.29					\$ 107.31
Facilities	1221 Knapp St.	PHEASANT	C5550i	\$ 88.79	\$ 8.27	X		3	\$ 11.29	\$ 11.29					\$ 119.64
Planning/GIS	112 Otter Ave	GREYHOUND	C5550i	\$ 88.79	\$ 8.27	X	X	4	\$ 11.29	\$ 11.29					\$ 119.64
PVHC-Business Office	725 Butler Ave.	MAYFLY	C5550i	\$ 88.79	\$ 8.27	X		4	\$ 11.29	\$ 11.29					\$ 119.64
Sheriff-Jail Administration	4311 Jackson St.	ORYX	C5550i	\$ 88.79	\$ 8.27	X		3	\$ 11.29	\$ 11.29					\$ 119.64
Corp Counsel Rm 308	448 Algoma Blvd.	DACHSHUND	C5560i	\$ 96.50	\$ 8.27	X		2		\$ 11.29	\$ 20.99				\$ 137.05
General Services	415 Jackson St.	OSPREY	C5560i	\$ 96.50		X		4	\$ 11.29	\$ 11.29		\$ 41.94			\$ 161.02
Human Resources	112 Otter St	SETTER	C5560i	\$ 96.50	\$ 8.27	X	X	4	\$ 11.29	\$ 11.29					\$ 127.35
Human Services-Oshkosh	220 Washington Ave.	CARP	C5560i	\$ 96.50		x	X	4	\$ 11.29	\$ 11.29					\$ 119.08
Human Services-Oshkosh	220 Washington Ave.	TUNA	C5560i	\$ 96.50	\$ 8.27	X	X	3	\$ 11.29	\$ 11.29					\$ 127.35
Human Services-Oshkosh	220 Washington Ave.	SHARK	C5560i	\$ 96.50		X	X	3	\$ 11.29	\$ 11.29					\$ 119.08
Sheriff Administration	4311 Jackson St.	YAK	C5560i	\$ 96.50	\$ 8.27	X		3	\$ 11.29	\$ 11.29					\$ 127.35
Sheriff Main Reception	4311 Jackson St.	MULEDEER	C5560i	\$ 96.50	\$ 8.27	X	X	3	\$ 11.29						\$ 116.06
UW-Extension	625 E Cty Rd. Y	POLECAT	C5560i	\$ 96.50	\$ 8.27	X	X	4	\$ 11.29	\$ 11.29					\$ 127.35
TOTAL MONTHLY PAYMENT															\$ 6,600.18

**SCHEDULE C
EQUIPMENT LIST-RETAINED FROM PREVIOUS LEASE**

Dept	Location	Floor	Room	Printer Name	MODEL	Scan	Fax	Paper Dwrs
Sheriff-holding cells (jail)	415 Jackson st.	LL		GOOSE	1025if			1
Branch 4	415 Jackson St.	2nd	211	N/A	1025if			1
Branch 5	415 Jackson st.	5th		N/A	1025if			1
Ct Comm	415 Jackson St.	1st	150	N/A	1025if			1
Parks Workshop	600 Bulter Ave	MAIN		PUMA	1025if	x	x	1
Parks-Expo Center	500 E Cty. Rd. Y	Main		SIAMESE	1025if	X	X	1
Branch 3	415 Jackson St.	2nd		N/A	1025if			1
Branch 2	415 Jackson St.	4th	419	N/A	1025if			2

Keep these low-usage desktop units and pay per copy charges only.

2 **RESOLUTION: Authorize Execution of Exposition Center Multi-year Rental Agreement**
3 **Between Winnebago County and the Winnegamie Home Builders**
4 **Association**

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

8 **WHEREAS**, Winnebago County recognizes that the Winnegamie Home Builders Association wishes to
9 obtain the rights to hold its annual Home Builders Show event at the Sunnyview Exposition Center for a period of
10 three (3) consecutive years; and

11 **WHEREAS**, the Winnegamie Home Builders Association has been a tenant in good standing of the
12 Sunnyview Exposition Center facilities for more than twenty years (20) years while presenting its annual Home
13 Builders Show event; and

14 **WHEREAS**, the Home Builders Show presented by Winnegamie Home Builders Association is open to the
15 public and is an event of merit for the Sunnyview Exposition Center facilities; and

16 **WHEREAS**, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the Home
17 Builders Show will bring in the following amounts annually; 2020 total use fee \$7,940.06; 2021 total use fee
18 \$7,940.06; and 2022 total use fee \$7,940.06; and

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

21 **WHEREAS**, the long-range scheduling of events at the Sunnyview Exposition Center allows county staff to
22 efficiently program the expo in a manner that helps maximize its use and ensures generation of revenue.

23
24 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby
25 authorizes the Winnebago County Executive and Winnebago County Clerk to execute a multi-year rental agreement
26 between Winnebago County and the Winnegamie Home Builders Association for a period of three (3) consecutive
27 years.

28
29 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of the
30 Agreement shall be made available upon request to the Winnebago County Parks Department Director or the
31 Winnebago County Corporation Counsel.

32
33 **Fiscal Impact:** Anticipated revenue to be received over the 3 year term of contract - \$23,320.18. Approximate
34 overhead costs excluding administrative expenses as well as depreciation on equipment/buildings/grounds - \$3,207.
35 Estimated net revenue over 3 year term of contract: \$20,113.18.

36
37 Respectfully submitted by:

38 **PARKS AND RECREATION COMMITTEE**

39 Committee Vote: **5-0**

40 Respectfully submitted by:

41 **PERSONNEL AND FINANCE COMMITTEE**

42 Committee Vote: **5-0**

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

44

45 Approved by the Winnebago County Executive this ____ day of _____, 2019.

46

47

48

49

Mark L Harris
Winnebago County Executive

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC011720MULTI

RENTAL AGREEMENT by and between **Jodie Vandermolen, d/b/a Winnegamie Home Builders Association, 4041 Hwy. 91, Oshkosh, WI 54904, (920) 235-2962** (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, South Wing, Ticket Box Office, and Kitchen** (hereinafter referred to as the "PREMISES").

2. **RENTAL FEES, TERMS**

The rental fee for the PREMISES shall be as follows: **\$17,910.49 - building rental (Center Hall, South Wing, West Wing, Ticket Box Office and Kitchen), \$877.15 - utility fee, \$1,020.00 – table/chair rental, \$3,961.54 – set-up additional (1) day, \$51.00 – tax.** Rental fees are subject to 5% sales tax where applicable. **TOTAL FEE: \$23,820.18 (PLUS Pepsi Bottling Group Sales and dumpster charges post billed to LESSEE),** which shall be due and payable by LESSEE to LESSOR according to the following:

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):

January 14, 2020 at 7:00 A.M. and shall terminate on January 20, 2020 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 14, 15 and 16, 2020. Event Days January 17, 18 and 19, 2020. Take down day January 20, 2020.

January 19, 2021 at 7:00 A.M. and shall terminate on January 25, 2021 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 19, 20 and 21, 2021. Event Days January 22, 23 and 24, 2021. Take down day January 25, 2021.

January 18, 2022 at 7:00 A.M. and shall terminate on January 24, 2022 at 11:00 P.M. Total Use Fee = **\$7,940.06.** Set up days January 18, 19 and 20, 2022. Event Days January 21, 22 and 23, 2022.

Take down day January 24, 2022.

3. **DEPOSIT and REFUNDS.**

A. **Reservation Deposit.** LESSEE shall pay a deposit of **\$1,900.00** (equal to approximately 25% of total contract price), 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 15).

B. **Supplemental Deposit.** LESSEE shall pay a supplemental deposit of **\$N/A** (equal to approximately 25% of the total fee due) on or before **N/SA, 20_**(approximately three months prior to the event set up date Section 2). The supplemental deposit is non-refundable and shall be deducted from the total fee due (line 15).

Balance Due. LESSEE shall pay the remaining balance due to LESSOR before **the close of business 4:30 P.M. CST/CDT on or before the first set up day of the annual lease term (Section 2).** If the remaining balance due LESSOR is not received from LESSEE by the due dates and times (Section 2), keys for the opening of reserved buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.

D. **First Right of Refusal.** LESSEE shall reserve the first right of reservation for the same calendar dates in the years following the end of the Rental Agreement term of a multi-year Rental Agreement. Once a multi-year Rental Agreement term has expired and LESSEE has not begun another multi-year Rental Agreement if LESSOR receives a request for the same calendar dates LESSEE has previously held under a multi-year Rental Agreement, LESSOR shall contact LESSEE via email and/or telephone informing LESSEE of said request. LESSEE shall have ten days from transmittal of said notification to reply to LESSOR in writing of LESSEE'S intentions for the future.

4. **PARKING.** LESSEE shall have the right to use the parking facilities located **in parking area #1.**

See attached map.

5. **USE.** LESSEE shall use the PREMISES for the purpose of **conducting a Home & Outdoor Living Show.** LESSEE shall not use the PREMISES for any purpose other than as stated herein. LESSEE shall comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, NEC NFPA 70E Arc Flash Standards, ADA regulations, and all Expo Policies enacted by Administrative Directive in the use of the PREMISES

including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the **PREMISES**.

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

A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

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

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

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

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

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

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: **brats, hot dogs, hot beef, chips, soda, beer, wine, popcorn.** **No other articles, other than those listed herein, shall be sold by LESSEE** without the expressed written consent of the **LESSOR**.

Alcohol will be served. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh and/or 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 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health Department.

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

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

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

10. **DIGGERS HOTLINE.**

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

or damages of any kind.

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

11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury 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 shall not drive any vehicle or trailer in the south wing of the exposition building. All unloading/loading in the south wing shall be done by hand.**

B. **LESSOR shall furnish 2 (two), 8 yd. dumpsters for the removal of refuse. All refuse is to be deposited in dumpsters provided by LESSOR at closing of event. All refuse shall be deposited at the Winnebago County Landfill. All recyclable materials shall be separated from garbage refuse by LESSEE and deposited in the dumpster provided by LESSOR for recycling purposes. LESSOR shall post bill LESSEE for garbage container rental and dumping fees.**

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 brought onto the **PREMISES** must be completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event. No firewood may be brought onto the **PREMISES** from a distance further away than 50 miles as per WDNR.

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**.

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**.

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

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

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

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

IN WITNESS WHEREOF, 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 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 coverages:
 - 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.**

2 **RESOLUTION: Authorize Rental Agreement Between Winnebago County and Morgan**
3 **Masterpiece Inc LLC**

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

6 **WHEREAS**, Winnebago County recognizes that Morgan Masterpiece Inc wishes to hold its annual Morgan
7 Horse Show event at the Sunnyview Exposition Center for a period of two (2) consecutive years; and

8 **WHEREAS**, Morgan Masterpiece Inc has been a tenant of the Sunnyview Exposition Center facilities in good
9 standing for ten (10) years while presenting an annual Morgan Horse Show event; and

10 **WHEREAS**, the Morgan Horse Show presented by Morgan Masterpiece Inc is open to the public and is an
11 event of merit for the Sunnyview Exposition Center facilities; and

12 **WHEREAS**, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the Morgan
13 Horse Show will bring in the following amounts annually; 2020 total use fee \$12,024.63; and 2021 total use fee
14 \$12,310.00; and

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

17 **WHEREAS**, the long-range scheduling of events at the Sunnyview Exposition Center allows County staff to
18 efficiently program the Exposition Center in a manner that helps maximize use and ensure generation of revenue.

19 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby
20 authorizes the Winnebago County Executive and Winnebago County Clerk to execute the rental agreement between
21 Winnebago County and Morgan Masterpiece Inc for a period of two (2) consecutive years.

22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of the
23 Agreement shall be made available upon request to the Winnebago County Parks Department Director or the
24 Winnebago County Corporation Counsel.

25
26 **Fiscal Impact:** Anticipated revenue to be received over the two (2)-year term of contract is \$24,334.63. Approximate
27 overhead costs, excluding administrative expenses as well as depreciation on equipment/buildings/grounds:
28 \$6,510.00. Estimated net revenue over two (2)-year term of contract: \$17,824.63.

29
30 Respectfully submitted by:
31 **PARKS AND RECREATION COMMITTEE**

32 Committee Vote: **4-0**

33 Respectfully submitted by:
34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **5-0**

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

37
38 Approved by the Winnebago County Executive this ____ day of _____, 2019.

39
40
41 _____
42 Mark L Harris
Winnebago County Executive

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-071620multi

1 RENTAL AGREEMENT by and between **Morgan Masterpiece, Inc., c/o Laurie Freitag, 1805 Cty.**
2 **Rd. E, Blue Mounds WI 53517, (608)835-9589** (hereinafter referred to as the "LESSEE", whether one or
3 more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as
4 "LESSOR").

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

7 1. **PREMISES.** LESSOR hereby rents to LESSEE, upon the terms and conditions of this
8 Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **The**
9 **Covered Arena, Outdoor Arena, Registration Office – Covered Arena, Support Room - Covered**
10 **Arena, Announcers Stand – Covered Arena, Barns A, A+, B, C, & D, P.A. System, Camping Areas - Lot**
11 **#2 A & B and #3, Area South of Food Court, Food Court, and Toilet/Shower Buildings 1&2** (hereinafter
12 referred to as the "PREMISES").

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

15 **July 14, 2020 at 7:00 A.M. and shall terminate on July 19, 2020 at 11:00 P.M.**

16 **Total Use Fee = \$12,024.63. Set up days July 14 and 15, 2020. Event Days July 16, 17 and 18,**
17 **2020. Take down day July 19, 2020.**

18 **July 13, 2021 at 7:00 A.M. and shall terminate on July 18, 2021 at 11:00 P.M.**

19 **Total Use Fee = \$12,310.00. Set up days July 13 and 14, 2021. Event Days 15, 16, and 17,**
20 **2020. Take down day July 18, 2021.**

21 3. **RENTAL FEES and DEPOSITS.** The rental fee for the PREMISES shall be as follows:
22 **\$8,927.91 - covered arena (complete use), \$12,439.68 – barn rental, \$577.15 - utility fee, \$1,250.01 –**
23 **food court, \$1,139.88 – camping area rental. (PLUS Pepsi Bottling Group sales, container rental and**
24 **dumping fee – garbage, and animal refuse removal charges to be billed to LESSEE after receipt and**
25 **review by LESSOR) TOTAL FEE: \$24,334.63** which shall be due and payable by LESSEE to

26 **LESSOR** according to the following:

27 A. **Reservation Deposit.** **LESSEE** shall pay a reservation deposit of **\$6,083.66**

28 (equal to approximately 25% of total fee due), to secure performance by **LESSEE** of all of

29 the terms and conditions of this Rental Agreement. The deposit shall be paid by **LESSEE**

30 to the **LESSOR** **upon reservation of the facility.** The reservation deposit payment is

31 non-refundable and shall be deducted from the total fee due (lines 25).

32 B. **Supplemental Deposit** **LESSEE** shall pay a supplemental deposit of **\$6,083.66**

33 (equal to approximately 25% of the total fee due) on or before **May 14, 2020**

34 (approximately three months prior to first event set up day. Section 2). The supplemental

35 deposit is non-refundable and shall be deducted from the total fee due (line 25).

36 C. **Balance Due.** **LESSEE** shall pay the remaining balance due to **LESSOR** before

37 **the close of business 4:30 P.M. CST/CDT on or before July 14, 2020 for July 16, 17**

38 **and 18 2020 event = balance due \$6,083.65 and on or before July 13, 2021 for July**

39 **15, 16 and 17, 2021 = \$6,083.68.** If the remaining balance due **LESSOR** is not received

40 from **LESSEE** by the due date and time (lines 37, 38 and 39), keys for the opening of

41 reserved buildings shall not be checked out to **LESSEE** and use of the **PREMISES** shall

42 be denied.

43 D. **First Right of Refusal** **LESSEE** shall reserve the first right of reservation for the

44 same calendar dates in the years following the end of the Rental Agreement term of a multi-year

45 Rental Agreement. Once a multi-year Rental Agreement term has expired and **LESSEE** has not

46 begun another multi-year Rental Agreement if **LESSOR** receives a request for the same calendar

47 dates **LESSEE** has previously held under a multi-year Rental Agreement, **LESSOR** shall contact

48 **LESSEE** via email and/or telephone informing **LESSEE** of said request. **LESSEE** shall have ten

49 days from transmittal of said notification to reply to **LESSOR** in writing of **LESSEE'S** intentions for

50 the future

51 4. **PARKING.** LESSEE shall have the right to use the parking facilities located **in parking**
52 **shared areas #1, # 2, #3, and #4. See attached map. Parking is not allowed along roadways posted**
53 **as such, or in the manure pit. Violators shall be susceptible to citations from the Oshkosh Police**
54 **Department. Campers and trailers shall remain east of the yellow line on the east side of parking**
55 **lot#1 when using the camping area south of the food court.**

56 5. **USE.** LESSEE shall use the **PREMISES** for the purpose of **conducting a horse show.**
57 **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. . **LESSEE** shall comply
58 with all state and federal laws, rules, and regulations, ADA requirements, NEC NFPA 70E Arc Flash
59 Standards, all applicable municipal ordinances, and all Expo Policies enacted by Administrative Directive in
60 the use of the **PREMISES** including, but not limited to, recycling ordinances and arc flash requirements. See
61 Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted
62 or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold
63 **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the
64 **PREMISES**.

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

66 A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep
67 the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor or
68 in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or
69 permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder.
70 **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall,
71 glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

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

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

80 D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the
81 yellow-stripped floor markings located inside the Center Hall overhead door entranceway.

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

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

102 G. **Smoking is not allowed within any building within the boundaries of the exposition**
103 **center.**

104 H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES**
105 in the same condition as at the commencement of the term, ordinary wear and tear excepted.

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

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

113 7. **CONCESSIONS.**

114 A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the
115 term of this agreement: **hot and cold sandwiches, assorted snack items, coffee, soda, milk,**
116 **and bakery items.** No other articles, other than those listed herein, shall be sold by **LESSEE**
117 without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall
118 secure all necessary permits required for the sale of the aforementioned concessions from the City
119 of Oshkosh and/or Winnebago County and provide proof of such permits to the **LESSOR**.

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

123 C. All vendors shall be required to dispose of used grease, gray water and black water in the
124 appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the
125 **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health
126 Department.

127 8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with

128 **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The
129 provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in
130 the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required
131 herein.

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

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

137 10. **DIGGERS HOTLINE.**

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

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

149 11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury
150 incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior,
151 during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any
152 damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto
153 and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily

154 injury to or death of any person, or by reason of any damage to property of third persons occasioned by any
155 act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns,
156 guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the
157 activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE**
158 or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall
159 defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or
160 property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or
161 damages resulting solely from the negligence of the **LESSOR**.

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

169 12. **MISCELLANEOUS.**

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

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

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

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

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

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

186 13. **Additional Provisions.**

187 A. **LESSEE shall rake manure and bedding from stalls to walkways in barns at**
188 **termination of event. All stalls shall be cleaned to the gravel or to the concrete floor. Stall**
189 **doors shall be closed. Stalls rented by LESSEE from a vendor other than LESSOR shall be**
190 **picked clean and left un-raked if they are to be used in conjunction with the following event**
191 **or taken down upon completion of current event. LESSOR shall contract with a vendor to**
192 **furnish a means for removal of animal refuse from manure pits and manure holding areas to**
193 **be continuously emptied until all manure is removed from PREMISES (alternate methods of**
194 **manure removal may be used if approved by Expo Manager). LESSOR shall furnish three**
195 **minimum 8 yd. container units for garbage which shall be taken to the Winnebago County**
196 **Landfill. LESSEE shall be billed for containers, transport and emptying of such after all bills**
197 **have been received and reviewed by LESSOR. Recyclable materials must be sorted and**
198 **disposed of in the marked recycling containers for transport to the Winnebago County**
199 **Recycling Facility.**

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

204 C. LESSEE shall ensure that used charcoal, firewood and ash are disposed of in the proper
205 receptacles placed on the PREMISES for this purpose. No firewood shall be brought onto the

206 **PREMISES** from further away than twenty five miles as per WDNR. Any firewood must be
207 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event.

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

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

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

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

221 17. **NAMING RIGHTS/SPONSORSHIP**

222 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the
223 **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional
224 and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or
225 subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete
226 change within 365 days of notification by **LESSOR** at **LESSEE'S** expense.

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

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

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

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

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

249 18. The entire agreement of the parties is contained herein and this agreement supersedes any
250 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 to include coverage of 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 coverages:
 - 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.**

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County District**
3 **Attorney’s Office to Eliminate One Full-time Administrative Associate V**
4 **Position and Add One Full-time Crime Data Analyst Position**

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

8 **WHEREAS**, Winnebago County has been an innovator in alternative and diversion programs in the criminal
9 justice system, and has a need to continually evaluate those programs to make sure they are cost-effective and
10 adequately protect the public; and

11 **WHEREAS**, in the past a Crime Data Analyst position had been shared between the Winnebago County
12 Sheriff’s Office and the Winnebago County District Attorney’s Office, but that position over time became more
13 involved in investigating online crime and in 2016 was absorbed fully into the Sheriff’s Office as a Crime Analyst
14 position; and

15 **WHEREAS**, since 2016 some of the data analysis for the District Attorney’s Office has been provided by an
16 Administrative Associate V position, but the Administrative Associate V position is currently vacant, and more
17 advanced data analysis skills are needed than can be readily found in the applicant pool for an Administrative
18 Associate position.

19 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors, that the Table
20 of Organization for the Winnebago County District Attorney’s Office is amended by deleting one full-time
21 Administrative Associate V position and by adding one full-time Crime Data Analyst position.

22 **Fiscal Note:** No budget transfer is needed for 2019. In 2020 this change will increase projected labor costs by
23 \$4,945 in wages and \$754 in benefits, for a total of \$5690.
24

25
26
27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **5-0**

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

31
32 Approved by the Winnebago County Executive this ____ day of _____, 2019.

33
34 _____
35 Mark L Harris
36 Winnebago County Executive

1 196-082019

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County Public Health**
3 **Department to Eliminate One Full-time Administrative Associate-Public**
4 **Health Position and Add One Full-time Accounting Associate Position**

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

8 **WHEREAS**, an Administrative Associate-Public Health position has been one of two positions in the
9 Winnebago County Public Health Department having accounting and budget responsibilities; and

10 **WHEREAS**, the Administrative Associate-Public Health position is currently vacant, due to an internal
11 transfer; and

12 **WHEREAS**, the Public Health Department has need of accounting and budget services beyond those
13 normally provided by an Administrative Associate position, particularly in regard to tracking revenue and expenses
14 related to the numerous sources of grant funding, and after consultation with the Finance and Human Resources
15 Departments it was concluded that these services could be better provided by an Accounting Associate position.

16 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors, that the Table
17 of Organization for the Winnebago County Public Health Department be amended by deleting one full-time
18 Administrative Associate-Public Health position and adding one full-time Accounting Associate position.

20 **Fiscal Note:** No budget transfer is needed for 2019. In 2020 this change will increase projected labor costs by
21 \$4,846 in wages and \$730 in benefits, for a total of \$5,576.

24 Respectfully submitted by:

25 **PERSONNEL AND FINANCE**

26 Committee Vote: **5-0**

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

28 Approved by the Winnebago County Executive this ____ day of _____, 2019.

31 _____
32 Mark L Harris
33 Winnebago County Executive

1 197-082019

2 **RESOLUTION: Amend the Table of Organization for Park View Health Center by Reducing**
3 **Sixteen (16) Full-Time Equivalent Nurse Aide Positions and Adding Sixteen**
4 **(16) Full-time Equivalent Hospitality Aide Positions.**

5
6
7
8 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

9 **WHEREAS**, there is a widespread shortage of Certified Nursing Assistants throughout the State of
10 Wisconsin, and Park View Health Center has not been able to maintain its desired staffing levels of Certified Nursing
11 Assistants; and

12 **WHEREAS**, many of the duties needed to maintain a high standard of care for residents do not require
13 certification, and other long-term care facilities have had some success in hiring Hospitality Aides in place of some
14 Certified Nursing Assistants.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the Table of
16 Organization for park View Health Center is amended by reducing sixteen (16) full-time equivalent Nurse Aide
17 positions and adding sixteen (16) full-time equivalent Hospitality Aide positions.

18
19 **Fiscal Note:** No budget transfer is needed for 2019. In 2020 this change will produce a savings in an amount
20 that is very difficult to project, as the savings will be dependent on our ability to recruit Hospitality Aides as well as the
21 number of overtime hours that may be reduced through use of the new position.
22

23
24 Respectfully submitted by:

25 **PERSONNEL AND FINANCE COMMITTEE**

26 Committee Vote: **5-0**

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

28
29 Approved by the Winnebago County Executive this ____ day of _____, 2019.

30
31 _____
32 Mark L Harris
33 Winnebago County Executive

2 **RESOLUTION Approve a Two-Year Contract for Prescription Benefit Management**
3 **Services with National CooperativeRx**

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

7 **WHEREAS**, as part of its self-funded health plan for employees, dependents, and retirees, Winnebago
8 County needs the services of a Prescription Benefit Manager (“PBM”), which is the company that obtains discounts
9 and rebates for prescription drugs and administers prescription drug claims under our health plan; and

10 **WHEREAS**, our health benefits consultants issued a request for proposals on our behalf for PBM services
11 for calendar year 2020; and

12 **WHEREAS**, the best proposal received was from National CooperativeRx, a Wisconsin-based cooperative
13 that has a master agreement under which PBM services are provided to its members by CVS/Caremark, one of the
14 largest national PBMs; and

15 **WHEREAS**, joining the National CooperativeRx requires a two-year commitment, covering 2020 and 2021;
16 and

17 **WHEREAS**, by joining the National CooperativeRx, it is estimated that our health plan will save
18 approximately \$416,000 per year in prescription costs after rebates when compared to our current PBM.

19
20 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby
21 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a two (2)-year contract
22 covering 2020 and 2021 with National CooperativeRx.

23 **Fiscal Note:** No budget transfer is needed for 2019. In 2020 this contract will save our health plan an estimated
24 \$416,000 in prescription costs after rebates.
25

26
27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **5-0**

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

31

32 Approved by the Winnebago County Executive this ____ day of _____, 2019.

33

34

35

36

Mark L Harris
Winnebago County Executive

National Cooperative

Cooperative Member Agreement

The undersigned (“we”, “us” or “our”) desire membership in National CooperativeRx (“**Cooperative**”), a Wisconsin cooperative organized under Chapter 185 of the Wisconsin Statutes, and for this purpose provide the following information and commitments.

1. **Class of Membership.** We are an entity described in the class checked below, and request membership in Cooperative as a member of such class (check one below):

Participating Members. Participating Members are entities other than founding members that provide pharmacy benefits as part of their health care plans for their employees, insureds, or other covered lives, who are at risk for some or all of the cost of the pharmacy benefits provided under such plans, who have entered into contracts approved by Cooperative for the delivery of pharmacy benefit management and related services, and who meet any other requirements for Participating Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

- or -

Sustaining Members. Sustaining Members are entities that are similar to Participating and Affiliate Members, that are granted similar status as that of founding members, as determined by Cooperative’s board of directors, and that are integral strategic partners to Cooperative, and who meet any other requirements for Sustaining Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

Affiliate Members. Affiliate Members are entities other than founding members, participating members, and sustaining members that have programs supporting the goals of Cooperative and that facilitate access to the benefits of Cooperative by their members and affiliates, and who meet any other requirements for Affiliate Members set forth in the bylaws of Cooperative, as amended, or in policies adopted by Cooperative’s board of directors from time to time.

2. **Review of Cooperative Information.** Sustaining Members and Participating Members have the opportunity to review, upon request, the following documents from Cooperative:

- a. Cooperative Summary of Structure and Operation;
- b. Cooperative Articles of Incorporation, as amended; and
- c. Cooperative Bylaws, as amended.

3. **Sustaining Members’ Term of Membership.** If we have requested to become Sustaining Members, and are approved by Cooperative as eligible for such membership, we understand and agree that we will become Sustaining Members of Cooperative only when we sign and become bound to an addendum to the Coalition

Master Benefit Service Agreement (“**Master Agreement**”) with the pharmacy benefit manager (“**PBM**”) with whom Cooperative has contracted to provide pharmacy benefit management services to its Sustaining Members from time to time (“**Master Agreement Addendum**”) and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended. We understand and agree that the Master Agreement Addendum we sign from time to time will have provisions requiring our payment of fees to Cooperative in consideration of our access to and receipt of benefits from the Master Agreement. We understand and agree that we may be required to pay such fees directly to Cooperative, or such fees will be paid on our behalf by the PBM from the amounts we pay to the PBM pursuant to the terms of the Master Agreement and the Master Agreement Addendum. We acknowledge that such fees are subject to annual prospective adjustment by Cooperative, and that these fees represent patronage income to Cooperative.

4. **Participating Members’ Term of Membership.** If we have requested to become Participating Members, and are approved by Cooperative as eligible for participating membership, we understand and agree that we will become Participating Members of Cooperative only when we sign and become bound to an addendum to the Master Agreement with the PBM with whom Cooperative has contracted to provided pharmacy benefit management services to its Participating Members from time to time and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended. We understand and agree that the Master Agreement Addendum we may sign from time to time will have provisions requiring our payment of fees to Cooperative in consideration of our access to and receipt of benefits from the Master Agreement. We understand and agree that we may be required to pay such fees directly to Cooperative, or such fees will be paid on our behalf by the PBM from the amounts we pay to the PBM pursuant to the terms of the Master Agreement and the Master Agreement Addendum. We acknowledge that such fees are subject to annual prospective adjustment by Cooperative and a 70 day notice of any change to fees will be provided by Cooperative. These fees represent patronage income to Cooperative.
5. **Affiliate Members Term of Membership.** If we have requested to become Affiliate Members of Cooperative, we understand and agree that we will become Affiliate Members upon the approval of our membership by Cooperative and upon execution of this Cooperative Member Agreement. Additionally, we understand and agree that our membership shall terminate subject to the terms described in the bylaws of Cooperative, as amended.
6. **Distributions.** We understand that the board of directors of Cooperative will determine and distribute annually the net proceeds of Cooperative as described in Article 9 of the bylaws of Cooperative, as amended. We acknowledge and agree that the board will determine the form of distribution, some of which may be in cash and some of which may be in surplus allocated to us. We further understand

that any such surplus allocated to us will not be available to or redeemable by us without the further approval of the board of directors of Cooperative.

7. **Member Consent to Treat Certain Distributions as Income.** We hereby agree that the amount of any distributions from Cooperative to us, with respect to our patronage which are made in qualified written notices of allocation (as defined in 26 U.S.C. §1388), will be taken into account by us at the stated dollar amounts in the manner provided in 26 U.S.C. §1385(a) in the taxable year in which such written notices of allocation are received by us.
8. **Confidentiality.** Both parties agree to keep confidential the Proprietary Information (as defined herein), limiting use of such information solely to administer the obligation to Cooperative and to the PBM of Cooperative and for no other purposes.

Proprietary Information includes all information relating to the terms of a Master Agreement Addendum, as well as the Master Agreement between Cooperative and the PBM, as negotiated by the Cooperative with the PBM for its services as a PBM including but not limited to pricing information of the benefits to be made available under the Master Agreement, the structure of the relationships to be formed between the PBM, Cooperative and its members, and the marketing plans and business strategies of Cooperative and the PBM. Proprietary Information includes all of the above described information in any form in which it is held and transmitted, including but not limited to oral, written, facsimile, and digital forms of storage and transmittal.

9. **Corporate Compliance.** The parties represent and warrant to each other that neither the party making the representation, nor any of its officers, director, managing employees or any individual with a direct or indirect ownership or controlling interest of at least 5% in the party has (i) been convicted of any criminal offense related to the delivery of an item or service under any government healthcare program, (ii) had a civil monetary penalty assessed against it pursuant to 42 U.S.C. 1320a-7a or 42 U.S.C. 1320a-8, or (iii) been excluded from participation in any government healthcare program. Additionally, it is the intention of the parties, that for purposes of the Federal Anti-kickback Statute, any discount, rebate or other participating group credit, as described in the Master Agreement, shall constitute and be treated as discount against the price of drugs within the meaning of 42 U.S.C. §1320a 7b(b)(3)(A). It shall be the responsibility of the parties to promptly notify the other party in writing of any changes in its status relative to the foregoing conditions. Notwithstanding any agreement to the contrary, each party reserves the right to terminate this agreement immediately by providing written notice to the other party, based upon a determination in the party's good faith determination that the other party has (i) materially failed to comply with the above requirements applicable to the party or (ii) been convicted, sanctioned or excluded in the manner described above.

We submit this Cooperative Membership Agreement and request membership in Cooperative as described above, and if accepted, agree to be legally bound to our

commitments stated above as consideration for our receipt of the benefits from our Cooperative membership.

Winnebago County
Name of Applicant (Organization)

by: _____
Signature of Authorized Representative

Name & Title

Date Signed

The applicant named above is hereby accepted as a Member of Cooperative on the terms set forth above as of the date counter signed by Applicant.

NATIONAL COOPERATIVERX

by: _____
Signature of Authorized Representative

Josh Bindl, CEO
Name & Title

Date signed

10781200.4

Participating Group Addendum

Participating Group Name: Winnebago County

Participating Group Address: 112 Otter Avenue
Oshkosh, WI 54901

Contact Person: _____

Participating Group Addendum Effective Date: January 1, 2020

Participating Group Addendum End Date: December 31, 2021

Participating Group represents that the Plan is / is not governed by ERISA.

This Addendum (“**Participating Group Addendum**”) supplements the Amended and Restated Coalition Master Prescription Benefit Services Agreement effective January 1, 2019 (“**Master Agreement**”), as amended, between CaremarkPCS Health, L.L.C., a Delaware limited liability company (“**CVS/caremark**”), and National CooperativeRx, a Wisconsin Cooperative (“**NCRx**”), on its own behalf and on behalf of the Participating Group. All capitalized terms used in this Participating Group Addendum shall have the meaning set forth in the Master Agreement.

1. The undersigned Participating Group (“**Participating Group**”) is, and shall remain, a cooperative member of NCRx during the Term. Participating Group has reviewed the Master Agreement and desires that CVS/caremark provide to it the products and services described in the Master Agreement on the terms and conditions set forth in the Master Agreement, as amended from time to time, and this Participating Group Addendum. By signing this Participating Group Addendum, Participating Group agrees to the terms and conditions of the Master Agreement, including the Exhibits attached thereto and any subsequent amendments to the Master Agreement which may be entered into between NCRx and CVS/caremark, and this Participating Group Addendum.

2. CVS/caremark agrees to provide services to the undersigned Participating Group under the same terms and conditions set forth in the Master Agreement, including any amendments or other applicable written agreements which may be entered in writing between NCRx and CVS/caremark during the Term, as applicable. This Participating Group Addendum shall terminate automatically upon termination of the Master Agreement, except as otherwise set forth in Section 6.10 of the Master Agreement, consistent with the terms of the Master Agreement.

3. Participating Group elects the pricing options and optional services as further described in the Master Agreement, as reflected in the PDD documents approved by Participating Group:

Retail Network (Select one):

- Retail - National Network**
 Retail - CareChoice Network
 Advanced Choice Network

Formularies (Select those that apply):

- Aligned CVS/caremark Performance Drug List – Standard Control
- Aligned CVS/caremark Performance Drug List – Standard Control with PA Option
- Aligned CVS/caremark Performance Drug List – Standard Formulary Opt Out
- Advanced Control Formulary (Includes Advanced Control Specialty Formulary)
- Advanced Control Specialty Formulary
- Value Formulary (Incentivized)
- Value Formulary (Closed)

Rebates

- Traditional
- POS Rebates
- Reinvested Rebates

Specialty Medications (Select those that apply):

Note: Advanced Control Specialty Formulary is not offered with the PDPD Program.)

Specialty pricing will be included in a Specialty Drug List – See applicable Attachment 1 to Exhibit A (Traditional Rebates) or Attachment 2 to Exhibit A (Reinvested Rebates) in Master Agreement.

- Open Specialty Arrangement
- Exclusive Specialty Arrangement
- Open Specialty Arrangement with PDPD Program
- Exclusive Specialty Arrangement with PDPD Program

Select only one of the following 90-day network options, if any:

Maintenance Choice Program

- Maintenance Choice Program – Mandatory/Incentivized Option available to Plan Participants
- Maintenance Choice Program – Voluntary Option available to Plan Participants
- Maintenance Choice Program – Opt-Out Option available to Plan Participants
- Extended Day Supply (EDS) - 90**

If elected, select one of the following optional services (if eligible) as further described in the Master Agreement:

Generic Step Therapy Program

- High Performance Generic Step Therapy
- Traditional Generic Step Therapy

4. **Market Check.** Participating Group delegates the authority to negotiate the market check pricing terms applicable to Participating Group, if any, to NCRx. Once the revised pricing terms are agreed upon by NCRx and CVS/caremark, NCRx shall advise Participating Group of the revised pricing in advance of the effective date of such revised pricing.

5. This Participating Group Addendum, together with the Master Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior understandings, agreements, contracts or arrangements between the parties, whether oral or written.

WINNEBAGO COUNTY

By: _____

Name: _____

Title: _____

Date: _____

AUTHENTICATION

NCRx signs below to certify that this Participating Group Addendum is entered into under and in accordance with the provisions of the Master Agreement, and is approved by it in form and substance. No amendments or other modifications to this Participating Group Addendum are effective until NCRx has reviewed such modifications and approved them in a written amendment to this Participating Group Addendum.

NATIONAL COOPERATIVE RX

By:

Name: Josh Bindl

Title: CEO