

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 14, 2017**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, February 14, 2017, 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.***

- Communications, Petitions, etc.
 - Notice of Claim from Todd Breest for damage to his vehicle caused by a County Highway Department vehicle while plowing the Winnebago County Employee Dawes Street parking lot
 - Petition for Zoning Amendment – James & Kelly Olson, Town of Poygan; tax parcel no. 020-0012
 - Petition for Zoning Amendment – Mark S. Tritt, Town of Poygan; tax parcel no. 020-0311-01
 - Petition for Zoning Amendment – Richard Kiesow, Town of Wolf River; tax parcel no. 032-0523
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the December 20, 2016 meeting and January 3, 2017 Special Orders meeting
- County Executive's Report
- County Executive's Appointments:
 - Local Emergency Planning Commission – Tim Eichman, Winnebago County Sheriff's Office; Carl Mohl, Medxcel Facilities Management; John Ziemer, Oshkosh Fire Department
 - Winnefox Library System Board of Trustees – Jill Enos
 - Winnebago County Highway Commissioner – Ray Palonen
- County Board Chairman's Report
- County Board Chairman's Appointment:
 - Land Conservation Committee – Bruce Bohn, 8317 County Road E, Omro and Roger Zentner, 624 County Road I, Oshkosh
- 4-H Citizenship Washington Focus Trip for the Presidential Inauguration Presentation – Stephany Beck

ZONING REPORTS & ORDINANCES

No zoning reports or ordinances this month.

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 084-122016: Authorize the Construction of a New Aviation Business Center (Terminal Building Replacement) at a Cost of \$5.5 Million to be Funded with the Issuance of General Obligation Promissory Notes

Submitted by:

AVIATION COMMITTEE

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 090-012017: Commendation for Mary DeBruin

Submitted by:

PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 091-012017: Commendation for Mark Kellermann

Submitted by:

PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 092-012017: Commendation for Linda Terrones

Submitted by:

PERSONNEL & FINANCE COMMITTEE

- RESOLUTION NO. 093-012017: Commendation for Linda Lakins
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 094-012017: Commendation for Carla Schreiber
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 095-012017: Commendation for Susan Gray
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 096-012017: Commendation for Kenneth Haase
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 097-012017: Accept the Connecting People and Communities: Winnebago County Bicycle and Pedestrian Plan as a Guide and Reference Document
Submitted by:
BOARD OF HEALTH
PARKS & RECREATION COMMITTEE
HIGHWAY COMMITTEE
- RESOLUTION NO. 098-012017: Authorize Acceptance of Additional Soil and Water Resource Management and Nonpoint Source Pollution Abatement Grant in 2017
Submitted by:
LAND CONSERVATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 099-012017: Authorize the County Clerk to Accept \$35,463 from the Wisconsin Election Commission (WEC) to Pay for the Cost of the Recount of the 2016 Presidential Election and Appropriate the Funds to Costs Associated with the Recount
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 100-012017: Extend Use of Secure Detention as Disposition for Juveniles
Submitted by:
HUMAN SERVICES BOARD
- RESOLUTION NO. 101-012017: Amend the Table of Organization for Park View Health Center
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 102-012017: Authorize Winnebago County to Enter into a 6-Year Contract with Alternative Fuel Supply Company to Purchase Propane Fuel for Vehicles at the Sheriff's Department
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 103-022017: Authorize the Winnebago County Sheriff's Department to Enter Into a 5-Year Contract with Word Systems Inc. to Provide Software and Equipment Support for the Nice Communication Recording Systems Within the Communications Center
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 104-022017: Request Authority to Apply to the Department of Natural Resources for Funding to Restock Fish in Pond 2 in Community Park and to Appropriate Any Funds Awarded Towards the Restocking Project
Submitted by:
PARKE AND RECREATION COMMITTEE

- RESOLUTION NO. 105-022017: Request Authority to Apply to American Transmission Company for a Planting Grant
Submitted by:
PARKS AND RECREATION COMMITTEE
- RESOLUTION NO. 106-022017: Approve Airport User Access Agreement Between Winnebago County and Basler Turbo Conversions, LLC
Submitted by:
AVIATION COMMITTEE
- RESOLUTION NO. 107-022017: Authorize a Capital Project to Repair the Courthouse Roof and Parapet at a Cost of \$410,000 and Fund the Project with Bond Proceeds
Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 108-022017: Authorize a Budget Transfer of \$111,000 to the Tax Refunds Account of the 2016 Winnebago County Budget to Cover Refunds of Property Taxes That Were Determined During 2016 with Part of the Funding Coming from the 2016 Contingency Fund and the Balance to Come from General Fund Balance.
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 109-022017: Authorize a Budget Transfer of \$150,000 from the 2016 General Contingency Fund to the Payout Wages and Health Insurance Accounts In the Miscellaneous Unclassified Cost Center of the 2016 Winnebago County Budget to cover the Accounts' Overruns
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 110-022017: Appropriate \$250,000 to a Capital Project Fund to Pay for Engineering and Design Costs for a Proposed New Mental Health Crisis Service Center and Community-Based Residential Facility for the Human Services Department
Submitted by:
HUMAN SERVICES BOARD
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 111-022017: Authorize the Public Health Department to Accept an \$84,610 Contract from United Way of the Fox Cities to Provide Program Management for the Weight of the Fox Valley (WOTFV) Project and Appropriate the Funds to Expense Accounts in the Public Health Department to Carry Out the Program Management
Submitted by:
BOARD OF HEALTH
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 112-022017: Support State Funding for Comprehensive Communicable Disease Control
Submitted by:
LEGISLATIVE COMMITTEE
- RESOLUTION NO. 113-022017: Authorize Quit Claim Deed to the City of Neenah for East Half of South Approach to the Oak Street Bridge
Submitted by:
HIGHWAY COMMITTEE

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk

Upon request, provisions will be made for people with disabilities.
(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)

**PROCEEDINGS OF THE
WINNEBAGO COUNTY BOARD OF
SUPERVISORS**

**SPECIAL ORDERS SESSION
January 3, 2017**

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

Printed by authority of the Winnebago County Board
David W. Albrecht, Chairman Susan T. Ertmer, Clerk

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, JANUARY 3, 2017**

Chairman David Albrecht 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: Konetzke, Harpt, Eisen, Ramos, Blank, Roh, Smith, Long, Scherck, Albrecht, Gabert, Binder, Thompson, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Youngquist, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Barker, Olson, Finch and Farrey.

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

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS, PETITIONS, ETC.

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

- Marinette County – Resolution No. 467-16, “Request to State Legislature to Enact Legislation Authorizing Counties to Impose Up to .1% Sales Tax Exclusively for Economic Development, Tourism and Infrastructure for the Same” was referred to the Legislative Committee.
- Outagamie County – Resolution No. 131—2016-17, “Authorizes the Outagamie County Sheriff and the Outagamie County Executive to terminate Outagamie County’s participation in the FOXCOMM agreement, should it be determined to be in the best interest of Outagamie County” was referred to the Legislative Committee.

COMMITTEE REPORTS

Supervisor Smith report that the Eastern Wisconsin Counties Railroad Consortium meeting was cancelled for January due to lack of agenda items. The next meeting is scheduled for March 8, 2017 in Columbia County.

CHAIRMAN’S REPORT

Chairman Albrecht reported that Supervisors Barker, Olson, Finch and Farrey were excused from tonight’s meeting.

UPDATE OF LAKELAND CARE DISTRICT

County Executive Mark Harris introduced Katie Mnuk, CEO of Lakeland Care, Inc. to provide an update of the Lakeland Care District. Lakeland Care is a managed family care organization serving over 4,400 members in northeastern Wisconsin. In 2015, several changes were noticed in how the State was handling family care programs. Lakeland Care has extended their service to 13 counties in Wisconsin. In 2016, Legislation was passed to allow Public Long Term Care Districts to convert to private, non-profit organizations. By becoming private non-profit, their board will be able to make more decisions regarding family care. Lakeland Care District is now known as Lakeland Care, Inc. The change levels their playing field with various competitors. County Executives will no longer be appointing members. State laws still apply to this organization. Ms. Mnuk feels this change will not affect the care that is given to families; it is a business organization change. They want to be able to provide even better service to individuals that benefit from this organization.

Ms. Mnuk then took questions from the board.

PRESENTATION ON THE WINNEBAGO COUNTY BICYCLE AND PEDESTRIAN PLAN

Doug Gieryn, Director of the Health Department, provided a summary of the bicycle and pedestrian plan that was approved in 2014. Three departments within Winnebago County were involved with this plan, Health, Parks and Highway. This plan is to connect bicycle and pedestrian paths between rural communities, cities and counties. Winnebago County paid \$20,000.00 and the Wisconsin Department of Transportation paid \$80,000.00 to aid in developing this plan. Mr. Gieryn introduced Emily Dieringer – rethink Coalition Coordinator Health Department, who was the main contact and coordinator for this plan.

Emily Dieringer introduced the other members that coordinated this plan: Rob Way – Director of Parks Department; Kim Peterman – East Central Wisconsin Regional Planning Commission/ Regional Bicycle/Pedestrian Coordinator; Melissa Kramer Batke – East Central Wisconsin Regional Planning Commission/ Principle Transportation Coordinator; Kevin Luecke – Toole Design Company/ Transportation Planner; and Ernie Winters – Highway Commissioner, who has just retired as of this meeting.

Kevin Luecke introduced the plan to the board. He commended Winnebago County for undertaking this process and was impressed that there were three departments taking part in the plan. The intent of the current plan is to utilize and include rural areas in the plan and to increase the health and safety of county residents and visitors. The team reached out to a large number of people and organizations as well as attending public functions to get their input. They took that advice and divided it in to priorities of infrastructure and non-infrastructure related priorities. There were concerns noted for safety of car versus pedestrians and bicyclist. Mr. Luecke touched on over arching recommendations and objections for the plan. This plan would be done in various projects just as other highway and county projects. The plan proposes 340 miles of biking and walking trails. The changes would benefit all road users and would improve the overall lifetime of road pavements. Mr. Luecke touched on implementations and recommendations for the County, if this plan would be adopted.

Mr. Luecke and his team then took questions from the board. A copy of this presentation is on file in the County Clerk's office with the proceedings of this meeting and on the County's website: www.co.winnebago.wi.us.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to adjourn until the Board's next meeting on Tuesday, January 17, 2017. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:45 p.m.

Respectfully submitted,
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held January 3, 2017.

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
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FAX (920) 232-3429

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: January 17, 2017
SUBJECT: Appointments and re-appointment to the **LOCAL EMERGENCY PLANNING COMMISSION**

Subject to your approval, I am hereby making the following appointments and re-appointment to the **LOCAL EMERGENCY PLANNING COMMISSION**.

Tim Eichman
Winnebago County Sheriff's Office
4311 Jackson St.
Oshkosh, WI. 54901

Carl Mohl, Safety Officer
Medxcel Facilities Management
1506 S. Oneida St.
Appleton, WI. 54915

John Ziemer
Oshkosh Fire Department
101 Court St.
Oshkosh, WI. 54901

Mr. Eichman will replace Gordy Ledioyt whose term has expired.

These are three (3) terms which will expire December 31, 2019.

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



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Local Emergency Planning Commission

MARK L. HARRIS
County Executive

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Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: February 14, 2017
SUBJECT: Re-appointment to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**

Subject to your approval, I am hereby making the following re-appointment to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**.

Jill Enos
732 Nicolet Blvd
Menasha, WI. 54952

This is a three (3) term which 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
Winnefox Library System Board of Trustees

MARK L. HARRIS
County Executive

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Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: February 14, 2017
SUBJECT: Appointment as the **COMMISSIONER OF THE HIGHWAY DEPARTMENT.**

Subject to your approval, I am hereby making the following appointment as **COMMISSIONER OF THE HIGHWAY DEPARTMENT.**

RAYMOND G. PALONEN

I believe you will find Mr. Palonen well qualified to head our Highway Department. I have attached a copy of Mr. Palonen's resume for your reference.

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



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk

Raymond G. Palonen

SUMMARY:

I am a highly motivated, result-focused administrator and leader offering over 17 years of experience in efficient and effective government administration and leadership, including over 4 years as the Marinette County Highway Commissioner and 10 years as the Deputy Highway Commissioner / Field Operations Manager for the Outagamie County Highway Department. Experience in hiring, personnel management, union negotiations, capital improvements, budgeting, forecasting, contract administration, operational management, state and federal funding acquisition, project management and Lean Process Improvement. I am a resourceful problem solver, with proven ability to bring quick resolution to challenging situations, and build productive relationships with employees, local officials, and the public.

- Project Planning and budgeting, Staffing and Management
- Critical Problem Analysis and Resolution
- Decision Making
- Policy and Procedural Development
- Lean Quality and Productivity Improvement
- Serve on the Town of Little Suamico Planning Commission

EXPERIENCE:

Marinette County Highway Commissioner, 2012 – Present
Marinette County Highway Department, Peshtigo, Wisconsin

I currently manage the Marinette County Highway Department with revenues approaching 20 million dollars annually. When I accepted the Highway Commissioner position I was aware the department was on the decline and accepted the challenge to make a positive change that benefited the taxpayers of the county. I am proud of the many accomplishments I have made over the past 4+ years. I have been able to generate surplus budgets annually which are a relief to the counties levy burden and I have made significant improvements to the counties infrastructure, a well maintained infrastructure encourages commerce within the community. I have focused on building relationships with local officials within the community in order to foster intergovernmental cooperation which has a positive impact on the local economy and I insist upon efficiency, accountability, and reliability from my staff. I have been very active in my position with my involvement serving as the vice chairman of the Traffic Safety Committee and I have been selected by the Wisconsin County Highway Association to serve on the Safety and Training Committee on a statewide level.

- Efficiently and effectively manage the Highway Department
- Significant county infrastructure improvement
- Establish realistic department budgets

Engineering Technician, 1999 - 2002

Outagamie County Highway Department, Appleton, Wisconsin

Working for the Deputy Highway Commissioner, I was responsible for the development of construction estimates for county and local governments; managed complex county construction projects; provided surveying services using advanced surveying equipment; provided engineering solutions to county and local governments; maintained a current pavement rating system of county infrastructure using WISLR and PASER; maintained valuable business relationships with local officials; supervised unionized workforce; provided utility coordination on county construction projects.

- Construction cost estimating
- Project management
- Engineering liaison for local governments
- Supervised unionized workforce
- Provided utility coordination

EDUCATION:

Silver Lake College: Manitowoc Wisconsin

Bachelor of Science – Graduated with honors

Public Service Administration

Michigan Technological University: Houghton Michigan

Associates in Applied Science

Civil Engineering

SALARY REQUIREMENTS:

Salary: Negotiable

SUSAN T. ERTMER
Winnebago County Clerk

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INFORMATION (920) 236-4893

E-MAIL: countyclerk@co.winnebago.wi.us

Winnebago County

County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board

FROM: David Albrecht, Chairman

DATE: February 14, 2017

RE: Appointment to the Land Conservation Committee

Subject to your approval, I am re-appointing Bruce Bohn, 8317 County Road E, Omro to the Land Conservation Committee. This is a two-year term that will expire on April 17, 2018. Thank you in advance for your support of this appointment.

A handwritten signature in black ink that reads "David W. Albrecht".

David W. Albrecht, Chairman

SUSAN T. ERTMER
Winnebago County Clerk

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Winnebago County

County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: David Albrecht, Chairman
DATE: February 14, 2017
RE: Appointment to the Land Conservation Committee

Per Sec. 92.06(2), Wisconsin Statutes, the Winnebago County Board of Supervisors is required to appoint the Farm Services Agency (FSA) Committee Chairman or the chairman's designee to the Land Conservation Committee.

Subject to your approval, I am re-appointing Roger Zentner, FSA Committee Chairman, to the Land Conservation Committee. This is a two-year term that will expire on December 31, 2018.

Thank you in advance for your support of this appointment.

A handwritten signature in black ink that reads "David W. Albrecht".

David W. Albrecht, Chairman

2 **RESOLUTION: Authorize the Construction of a New Aviation Business Center (Terminal**
3 **Building Replacement) at a Cost of \$5.5 Million to be Funded with the**
4 **Issuance of General Obligation Promissory Notes**

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

8 **WHEREAS**, the current terminal/office building at Wittman Regional Airport has deteriorated significantly
9 over the years and is in need of major improvements including a new roof, HVAC system components, windows, and
10 plumbing; and

11 **WHEREAS**, the current facilities, with combined 43,790 square feet and constructed principally as an airline
12 terminal, are occupied by the County Airport administration and other building tenants, which utilize 18,720 square
13 feet; and

14 **WHEREAS**, the current building structure and layout does not lend itself to renovation for expanded interior
15 areas for revenue-generating space; and

16 **WHEREAS**, the cost of replacing the roof and making other significant repairs and improvements to the
17 existing buildings does not justify the expense in light of the amount of space currently used and needed in the
18 facility; and

19 **WHEREAS**, a smaller, energy-efficient building is needed to replace the outdated, obsolete older buildings;
20 and

21 **WHEREAS**, the razing of the existing buildings and construction of a new Aviation Business Center will
22 convert unused parking lots and vacant land into developable revenue-generating property for future aviation and
23 supporting businesses; and

24 **WHEREAS**, the Winnebago County Board of Supervisors approved hiring an architect, and the architect has
25 developed a plan with a budget of \$5.5 million; and

26 **WHEREAS**, it would be prudent to move forward with the project at this time.

27 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
28 appropriates a total of \$5.5 million to the construction of a new Aviation Business Center facility.

30 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funds to construct the
31 facility shall be advanced from the General Fund of Winnebago County with said fund being reimbursed from
32 subsequent bond issues.

34 Respectfully submitted by:

35 **AVIATION COMMITTEE**

36 Committee Vote: **4-0**

37 Respectfully submitted by:

38 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

39 Committee Vote: **3-2**

40 Respectfully submitted by:

41 **PERSONNEL AND FINANCE COMMITTEE**

42 Committee Vote **3-0**

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

44

45

Approved by the Winnebago County Executive this ____ day of _____, 2017.

46

47

48

49

Mark L Harris
Winnebago County Executive

Aviation Business Center – Analysis

(See important note at bottom)

1. How much less would the facility cost without the sections added for the two tenants: Hertz Car Rental and Basler Aviation?

Allocating cost based on square footage (how much would the facility cost if downsized to exclude tenants):

Cost reduction without space for Basler =	\$	642,500
Cost reduction without space for Hertz =	\$	356,805
Total	\$	999,305

Note: These figures are estimates of the potential project cost reduction without the space for the tenants and was arrived at by allocation cost based on square footage. Asking the architect to develop a project cost without the tenants would have required the payment of additional fees.

2. Current and future statistics for each tenant:

Hertz:

Current space Sqft		519
Future space Sqft		1,154
Current rent annual	\$	4,331
Per square foot	\$	8.34
Future rent annual	\$	24,000
Per square foot	\$	20.80
Payback period		19 years

The new rental agreement would include the much higher rent, with the elimination of car rental commissions.

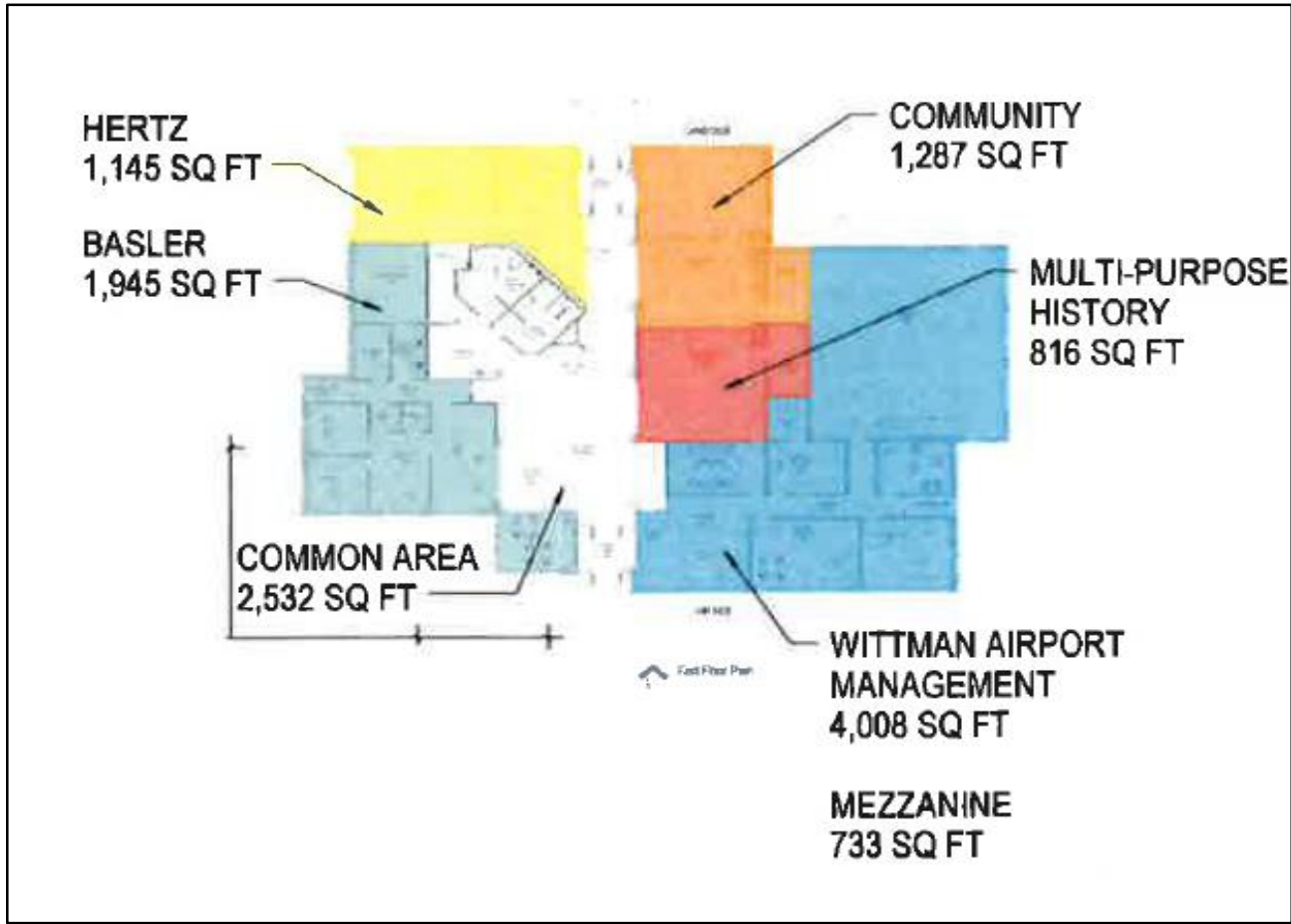
Basler:

Current space Sqft		6,254
Future space Sqft		2,078
Current rent annual	\$	13,634
Per square foot	\$	2.18
Future rent annual	\$	20,800
Per square foot	\$	10.01
Payback period		11 years

The payback period is calculated based on a combination of rent, fuel flowage and landing fees.

Note: The information presented above represents estimates. Actual building costs will not be known until completion of the project. Actual cost when known will effect most of the calculations above. However, it is expected that the changes would not be significant.

Aviation Business Center		Analysis version	1-5-17 2:50pm						
Information and Assumptions									
	Data		Car rental agency	Basler	County				
Total construction cost (ignore cost to raze current facility)	3,872,000								
Site concrete and paving	496,564		Assumed that we would have this cost regardless of tenants.						
Raze old facilities	1,131,436		Plug figure since total construction estimate is \$5.5 million.						
Subtotal	5,500,000								
Architect and design (approved 2016)	289,000		Not allocated to tenants		(\$250,000 borrowed in 2016)				
Total project estimated cost	5,789,000								
Total square footage	12,600	9,201							
Car rental agency square footage	1,145		1,145						
Basler square footage	1,945			1,945					
County square footage	6,111				6,111				
Common areas square footage	3,265				3,111				
Proportion of building space		Totals	1,145	1,945	9,222	12,312	Does not equal 12,600 pass		
Percent of building space			9.2999%	15.7976%	74.9025%	100.00%			
Allocated building cost	3,872,000		360,092	611,683	2,900,225	3,872,000			
Basler current annual rental revenue	13,633.68					6,254	SF OFFICE ONLY		
Car rental current annual rental revenue	4,331.00					519	SF OFFICE ONLY		
Hertz - car commissions	19,000.00								
How frequently would annual rental rate increase? Every (how many) years?	3 YEARS		3 YEARS	3 YEARS					
Would be the rate of increase (%).			CPI-U	CPI-U					
Annual grounds maintenance, etc.	5,000		465	790	3,744	4,999			
Interest rate used for debt	5.5%		Based on a taxable bond issue for the tenants portion of the project.						
New Building life for depreciation (years)	50								



	Sq. Ft	
Hertz	1,145	
Bassler	1,945	
County	6,111	1287+816+4008
Common	3,265	2532+733
Total	12,466	

Aviation Business Center												
Loan Amortization Schedules												
Interest rate		5.50%	This will probably be a taxable bond issue.									
Basler space	Cost	611,683										
Description	0	1	2	3	4	5	6	7	8	9	10	Totals
Beg Bal	611,683	611,683	550,515	489,347	428,179	367,011	305,843	244,675	183,507	122,339	61,171	
Prin		61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	611,680
Interest		33,643	30,278	26,914	23,550	20,186	16,821	13,457	10,093	6,729	3,364	185,035
End bal		550,515	489,347	428,179	367,011	305,843	244,675	183,507	122,339	61,171	3	
Car rental space	Cost	360,092										
Description	0	1	2	3	4	5	6	7	8	9	10	Totals
Beg Bal	360,092	360,092	324,083	288,074	252,064	216,055	180,046	144,037	108,028	72,018	36,009	
Prin		36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	360,092
Interest		19,805	17,825	15,844	13,864	11,883	9,903	7,922	5,942	3,961	1,981	108,930
End bal		324,083	288,074	252,064	216,055	180,046	144,037	108,028	72,018	36,009	(0)	

Hertz Rental Car Commissions			
Yr.	Amount		
2007	39,758		
2008	42,923		
2009	42,151		
2010	30,314		
2011	22,810		
2012	28,085		
2013	25,202		
2014	18,856		
2015	21,324		
2016	18,000		
Total	289,423		
Average	28,942		
To be conservative use		25,000	
Total last 3 yrs.		58,180	
Average		19,393	
	<i>(Use ave for analysis)</i>		

PAYBACK ANALYSIS - AVIATION BUSINESS CENTER																
Car Rental Agency	15 year payback															
YEAR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
<u>Cash outflows</u>																
Maintenance Costs - Est from MAINT	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	7,035
Building Cost amortized over 10 years	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	-	-	-	-	-	360,092
Interest on debt	19,805	17,825	15,844	13,864	11,883	9,903	7,922	5,942	3,961	1,981	-	-	-	-	-	108,930
Total outflows	56,279	54,304	52,328	50,353	48,377	46,402	44,426	42,451	40,475	38,500	515	520	525	530	535	476,057
<u>Cash Inflows</u>																
Rent - Car rental company	12,000	12,120	12,241	12,363	12,487	12,612	12,738	12,865	12,994	13,124	13,255	13,388	13,522	13,657	13,794	193,160
Commission on car rentals	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	285,000
Total inflows	31,000	31,120	31,241	31,363	31,487	31,612	31,738	31,865	31,994	32,124	32,255	32,388	32,522	32,657	32,794	478,160
NET COSTS (SAVINGS)	25,279	23,184	21,087	18,990	16,890	14,790	12,688	10,586	8,481	6,376	(31,740)	(31,868)	(31,997)	(32,127)	(32,259)	(1,638)
Cumulative Cost (Savings)	25,279	48,463	69,551	88,541	105,431	120,221	132,909	143,496	151,977	158,353	126,613	94,745	62,748	30,621	(1,638)	
Calculation of return on investment (ROI)																
Net annual cash flow above	(25,279)	(23,184)	(21,087)	(18,990)	(16,890)	(14,790)	(12,688)	(10,586)	(8,481)	(6,376)	31,740	31,868	31,997	32,127	32,259	
Add back principal on debt	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	-	-	-	-	-	
Subtract depreciation expense	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	
Net surplus / (deficit)	3,528	5,623	7,720	9,817	11,917	14,017	16,119	18,221	20,326	22,431	24,538	24,666	24,795	24,925	25,057	
ROI	0.98%	1.56%	2.14%	2.73%	3.31%	3.89%	4.48%	5.06%	5.64%	6.23%	6.81%	6.85%	6.89%	6.92%	6.96%	
CPI index	1.00%															
	Annual	Monthly	% increase	Sq. Ft	Cost/Sqft											
Current rent	4,331	361		519	8.34											
New rent	12,000	1,000		1,145	10.48											
Increase	7,669	639	177.07%													
Current sq. footage				519												

PAYBACK ANALYSIS - AVIATION BUSINESS CENTER																					
Car Rental Agency		20 year payback																			
YEAR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Cash outflows																					
Maintenance Costs - Est from MAINT	465	470	475	480	485	490	495	500	505	510	515	520	525	530	535	540	545	550	556	562	9,788
Building Cost amortized over 10 years	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	-	-	-	-	-	-	-	-	-	-	360,092
Interest on debt	19,805	17,825	15,844	13,864	11,883	9,903	7,922	5,942	3,961	1,981	-	-	-	-	-	-	-	-	-	-	108,930
Total outflows	56,279	54,304	52,328	50,353	48,377	46,402	44,426	42,451	40,475	38,500	515	520	525	530	535	540	545	550	556	562	478,810
Cash inflows																					
Rent - Car rental company	5,000	5,050	5,101	5,152	5,204	5,256	5,309	5,362	5,416	5,470	5,525	5,580	5,636	5,692	5,749	5,806	5,864	5,923	5,982	6,042	110,119
Commission on car rentals	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	19,000	380,000
Total inflows	24,000	24,050	24,101	24,152	24,204	24,256	24,309	24,362	24,416	24,470	24,525	24,580	24,636	24,692	24,749	24,806	24,864	24,923	24,982	25,042	490,119
NET COSTS (SAVINGS)	32,279	30,254	28,227	26,201	24,173	22,146	20,117	18,089	16,059	14,030	(24,010)	(24,060)	(24,111)	(24,162)	(24,214)	(24,266)	(24,319)	(24,373)	(24,426)	(24,480)	(10,844)
Cumulative Cost (Savings)	32,279	62,533	90,761	116,962	141,135	163,281	183,398	201,488	217,547	231,577	207,567	183,507	159,396	135,234	111,020	86,754	62,435	38,062	13,636	(10,844)	
Calculation of return on investment (ROI)																					
Net annual cash flow above	(32,279)	(30,254)	(28,227)	(26,201)	(24,173)	(22,146)	(20,117)	(18,089)	(16,059)	(14,030)	24,010	24,060	24,111	24,162	24,214	24,266	24,319	24,373	24,426	24,480	
Add back principal on debt	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	36,009	-	-	-	-	-	-	-	-	-	-	
Subtract depreciation expense	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	(7,202)	
Net surplus / (deficit)	(3,472)	(1,447)	580	2,606	4,634	6,661	8,690	10,718	12,748	14,777	16,808	16,858	16,909	16,960	17,012	17,064	17,117	17,171	17,224	17,278	
ROI	-0.96%	-0.40%	0.16%	0.72%	1.29%	1.85%	2.41%	2.98%	3.54%	4.10%	4.67%	4.68%	4.70%	4.71%	4.72%	4.74%	4.75%	4.77%	4.78%	4.80%	
CPI index	1.00%																				
	Annual	Monthly	% increase	Sq. Ft	Cost/Sqft																
Current rent	4,331	361		519	8.34																
New rent	5,000	417		1,145	4.37																
	669	56	15.45%																		
Current sq. footage				519																	

PAYBACK ANALYSIS - AVIATION BUSINESS CENTER																
Basler	15 year payback															
YEAR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Cash outflows																
Maintenance Costs - Est from MAINT	790	798	806	814	822	830	838	846	854	863	872	881	890	899	908	11,921
Building Cost amortized over 10 years	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	-	-	-	-	-	611,680
Interest on debt	33,643	30,278	26,914	23,550	20,186	16,821	13,457	10,093	6,729	3,364	-	-	-	-	-	185,035
Total outflows	95,601	92,244	88,888	85,532	82,176	78,819	75,463	72,107	68,751	65,395	872	881	890	899	908	808,636
Cash Inflows																
Basler rent	53,000	53,530	54,065	54,606	55,152	55,704	56,261	56,824	57,392	57,966	58,546	59,131	59,722	60,319	60,922	853,140
Total inflows	53,000	53,530	54,065	54,606	55,152	55,704	56,261	56,824	57,392	57,966	58,546	59,131	59,722	60,319	60,922	853,140
NET COSTS (SAVINGS)	42,601	38,714	34,823	30,926	27,024	23,115	19,202	15,283	11,359	7,429	(57,674)	(58,250)	(58,832)	(59,420)	(60,014)	(43,714)
Cumulative Cost (Savings)	42,601	81,315	116,138	147,064	174,088	197,203	216,405	231,688	243,047	250,476	192,802	134,552	75,720	16,300	(43,714)	
Calculation of return on investment (ROI)																
Net annual cash flow above	(42,601)	(38,714)	(34,823)	(30,926)	(27,024)	(23,115)	(19,202)	(15,283)	(11,359)	(7,429)	57,674	58,250	58,832	59,420	60,014	
Add back principal on debt	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	-	-	-	-	-	
Subtract depreciation expense	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	
Net surplus / (deficit)	6,333	10,220	14,111	18,008	21,910	25,819	29,732	33,651	37,575	41,505	45,440	46,016	46,598	47,186	47,780	
ROI	3.42%	5.52%	7.63%	9.73%	11.84%	13.95%	16.07%	18.19%	20.31%	22.43%	24.56%	24.87%	25.18%	25.50%	25.82%	
CPI index	1.00%															
	Annual	Monthly	% increase	Sq. Ft	Cost/Sqft											
Current rent	13,634	1,136		6,254	2.18											
New rent	53,000	4,417		1,945	27.25											
	39,366	3,281	288.73%													
Current sq. footage				6,254												

PAYBACK ANALYSIS - AVIATION BUSINESS CENTER																					
Basler	20 year payback																				
YEAR	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	TOTAL
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
Cash outflows																					
Maintenance Costs - Est from MAINT	790	798	806	814	822	830	838	846	854	863	872	881	890	899	908	917	926	935	944	953	16,596
Building Cost amortized over 10 years	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	-	-	-	-	-	-	-	-	-	-	611,680
Interest on debt	33,643	30,278	26,914	23,550	20,186	16,821	13,457	10,093	6,729	3,364	-	-	-	-	-	-	-	-	-	-	185,035
Total outflows	95,601	92,244	88,888	85,532	82,176	78,819	75,463	72,107	68,751	65,395	872	881	890	899	908	917	926	935	944	953	813,311
Cash Inflows																					
Basler rent	39,000	39,390	39,784	40,182	40,584	40,990	41,400	41,814	42,232	42,654	43,081	43,512	43,947	44,386	44,830	45,278	45,731	46,188	46,650	47,117	858,750
Total inflows	39,000	39,390	39,784	40,182	40,584	40,990	41,400	41,814	42,232	42,654	43,081	43,512	43,947	44,386	44,830	45,278	45,731	46,188	46,650	47,117	858,750
NET COSTS (SAVINGS)	56,601	52,854	49,104	45,350	41,592	37,829	34,063	30,293	26,519	22,741	(42,209)	(42,631)	(43,057)	(43,487)	(43,922)	(44,361)	(44,805)	(45,253)	(45,706)	(46,164)	(44,649)
Cumulative Cost (Savings)	56,601	109,455	158,559	203,909	245,501	283,330	317,393	347,686	374,205	396,946	354,737	312,106	269,049	225,562	181,640	137,279	92,474	47,221	1,515	(44,649)	
Calculation of return on investment (ROI)																					
Net annual cash flow above	(56,601)	(52,854)	(49,104)	(45,350)	(41,592)	(37,829)	(34,063)	(30,293)	(26,519)	(22,741)	42,209	42,631	43,057	43,487	43,922	44,361	44,805	45,253	45,706	46,164	
Add back principal on debt	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	61,168	-	-	-	-	-	-	-	-	-	-	
Subtract depreciation expense	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	(12,234)	
Net surplus / (deficit)	(7,667)	(3,920)	(170)	3,584	7,342	11,105	14,871	18,641	22,415	26,193	29,975	30,397	30,823	31,253	31,688	32,127	32,571	33,019	33,472	33,930	
ROI	-4.14%	-2.12%	-0.09%	1.94%	3.97%	6.00%	8.04%	10.07%	12.11%	14.16%	16.20%	16.43%	16.66%	16.89%	17.13%	17.36%	17.60%	17.84%	18.09%	18.34%	
CPI index	1.00%																				
	Annual	Monthly	% increase	Sq. Ft	Cost/Sqft																
Current rent	13,634	1,136		6,254	2.18																
New rent	39,000	3,250		1945	20.05																
	25,366	2,114	186.05%																		
Current sq. footage				6,254																	

1 090-012017

2 **RESOLUTION: Commendation for Mary DeBruin**

3

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

5

6 **WHEREAS**, Mary DeBruin has been employed with the Winnebago County Department of Human Services
7 for the past 36 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Mary DeBruin has now retired from those duties, and it is appropriate for the Winnebago
9 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 Mary DeBruin for the fine services she has rendered
13 to Winnebago County.

14

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

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 _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 091-012017

2 **RESOLUTION: Commendation for Mark Kellermann**

3

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

5

6 **WHEREAS**, Mark Kellermann has been employed with the Winnebago County Department of Human
7 Services for the past 42 years, and during that time has been a most conscientious and devoted County employee;
8 and

9 **WHEREAS**, Mark Kellermann has now retired from those duties, and it is appropriate for the Winnebago
10 County Board of Supervisors to acknowledge his 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 Mark Kellermann for the fine services he has rendered
13 to Winnebago County.
14

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

18 Respectfully submitted by:

19 **PERSONNEL AND FINANCE COMMITTEE**

20

21 Committee Vote: **5-0**

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

23

24

25 Approved by the Winnebago County Executive this _____ day of _____, 2017.

26

27

28

29

Mark L Harris
Winnebago County Executive

1 092-012017

2 **RESOLUTION: Commendation for Linda Terrones**

3

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

5

6 **WHEREAS**, Linda Terrones has been employed with the Winnebago County Department of Human
7 Services for the past 25 years, and during that time has been a most conscientious and devoted County employee;
8 and

9 **WHEREAS**, Linda Terrones 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 Linda Terrones for the fine services she has rendered
13 to Winnebago County.
14

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

18 Respectfully submitted by:

19 **PERSONNEL AND FINANCE COMMITTEE**

20

21 Committee Vote: **5-0**

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

23

24

25 Approved by the Winnebago County Executive this _____ day of _____, 2017.

26

27

28

29

Mark L Harris
Winnebago County Executive

1 093-012017

2 **RESOLUTION: Commendation for Linda Lakins**

3

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

5

6 **WHEREAS**, Linda Lakins has been employed with the Winnebago County Sheriff's Department for the past
7 21 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Linda Lakins has now retired from those duties, and it is appropriate for the Winnebago County
9 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 Linda Lakins 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 Linda Lakins.

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 _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 094-012017

2 **RESOLUTION: Commendation for Carla Schreiber**

3

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

5

6 **WHEREAS**, Carla Schreiber has been employed with the Winnebago County Sheriff's Department for the
7 past 20 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Carla Schreiber has now retired from those duties, and it is appropriate for the Winnebago
9 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 Carla Schreiber for the fine services she has rendered
13 to Winnebago County.

14

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

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 _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 095-012017

2 **RESOLUTION: Commendation for Susan Gray**

3

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

5

6 **WHEREAS**, Susan Gray has been employed with the Winnebago County Child Support Agency for the past
7 37 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Susan Gray has now retired from those duties, and it is appropriate for the Winnebago County
9 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 Susan Gray 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 Susan Gray.

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 _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 096-012017

2 **RESOLUTION: Commendation for Kenneth Haase**

3

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

5

6 **WHEREAS**, Kenneth Haase has been employed with the Winnebago County Highway Department for the
7 past 25 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Kenneth Haase has now retired from those duties, and it is appropriate for the Winnebago
9 County Board of Supervisors to acknowledge his 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 Kenneth Haase for the fine services he has rendered
13 to Winnebago County.

14

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

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 _____, 2017.

25

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28

Mark L Harris
Winnebago County Executive

1 097-012017

2 **RESOLUTION: Accept the Connecting People and Communities: Winnebago County**
3 **Bicycle and Pedestrian Plan as a Guide and Reference Document**

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

7 **WHEREAS**, on April 24, 2014, the Winnebago County Board of Supervisors approved a resolution to support
8 a budget appropriation for a Wisconsin Department of Transportation (WisDOT) 2014-2018 Transportation
9 Alternatives Program grant to create a bicycle and pedestrian plan (The Plan); and

10 **WHEREAS**, after a request for proposals process, Toole Design Group and the East Central Wisconsin
11 Regional Planning Commission were awarded a contract to be consultants for The Plan; and

12 **WHEREAS**, a 16-member Steering Committee comprised of staff from the Winnebago County Health,
13 Highway, Parks, Planning, and Sheriff's Departments; local elected officials and municipal and town representatives;
14 and business owners, local experts, residents, and other key stakeholders met regularly with The Plan's consultants
15 to provide information and input for The Plan's creation; and

16 **WHEREAS**, over 175 residents provided input for The Plan at 9 public events held throughout Winnebago
17 County from May-December 2016, as well as online; and

18 **WHEREAS**, access to walking and biking routes, trails, and facilities increases physical activity, which
19 improves physical and mental health and well-being; and

20 **WHEREAS**, offering viable transportation options in a variety of modes can increase safety and ease of use
21 and provide accessible transit opportunities throughout the community for all Winnebago County residents and
22 visitors; and

23 **WHEREAS**, providing residents connections to outdoor recreation facilities such as parks, trails, and green
24 spaces improves physical and mental health and quality of life; and

25 **WHEREAS**, places that have active transportation options and biking and walking networks that connect to
26 destinations can attract tourists and young professionals to Winnebago County; and

27 **WHEREAS**, recognition of The Plan by the Winnebago County Board of Supervisors will enable it to be used
28 as a vital instrument in applying for cost sharing aid programs administered by State and Federal agencies; and

29 **WHEREAS**, the Winnebago County Board of Supervisors supports good efficient transportation in all its
30 various forms and believes that strong transportation facilities provide economic and social benefits to all our
31 residents and users of our roadway and associated systems.

32
33 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
34 accepts the Connecting People & Communities: Winnebago County Bicycle & Pedestrian Plan as a reference and
35 guide document to be used in encouraging healthy and active lifestyles by providing comfortable bicycling and
36 walking accommodations for recreation and transportation that connect communities and destinations.

37
38 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that Winnebago County staff
39 from the Health, Highway, and Parks Departments, through an interdepartmental steering committee, shall work
40 together to implement recommendations in The Plan when appropriate opportunities arise and are fiscally feasible.

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Respectfully submitted by:

BOARD OF HEALTH

Committee Vote: **8-0**

Respectfully submitted by:

PARKS AND RECREATION COMMITTEE

Committee Vote: **4-0**

Respectfully submitted by:

HIGHWAY COMMITTEE

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2017.

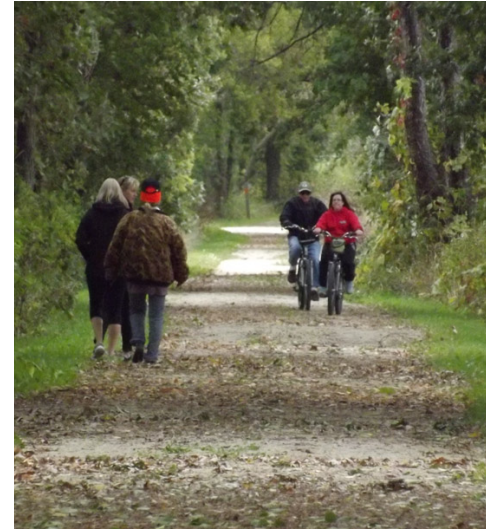
Mark L Harris
Winnebago County Executive

Resolution 097-012017

Accept the *Connecting People & Communities: Winnebago County Bicycle & Pedestrian Plan* as a Guide and Reference Document

What This Resolution Means

- The Plan will be used by the Winnebago County Health, Highway and Parks Departments and others as a reference document aiding staff and community partners in planning and decision-making related to projects and activities recommended in the plan.
- There is no funding commitment associated to the Plan or this resolution. Funds will be acquired/reviewed project by project.
- One of the first recommendations of The Plan that will be implemented is the creation of a Steering Committee that will oversee and coordinate implementation of The Plan's recommendations. The Steering Committee will consist of County staff, representatives from other municipalities, residents and/or other stakeholders.



Benefits of The Plan

- The Plan creates a competitive edge for Winnebago County in terms of applying for and being awarded potential or future grant funds from State and National sources.
- The Plan focuses on the rural areas of the County and connects to other urban bicycle and pedestrian plans and existing community assets.
- The Plan provides guidance on creating vital, non-motorized transportation connections for our residents living in rural areas, which will make it easier for folks to get to places they need to go.
- The Plan is created for residents and visitors who want to take advantage of the amenities of our County, which could spur economic development and tourism.

Goals of The Plan

- Increase bicycling and walking in Winnebago County through encouragement, outreach, and education of community members and residents.
- Plan for and develop safe non-motorized transportation and recreation facilities and routes in viable corridors.
- Enforce existing transportation laws and policies to improve safety, reduce conflicts, and build mutual awareness and respect between motorists, bicyclists, and pedestrians.
- Provide performance measures and assessment tools and resources to measure participation in, and the impacts of, bicycling, walking, and active transportation in Winnebago County.

VISION: Winnebago County encourages healthy and active lifestyles and provides a bicycling and walking network that connects communities and destinations and provides comfortable accommodations for recreation and transportation.

1 098-012017

2 **RESOLUTION: Authorize Acceptance of Additional Soil and Water Resource**
3 **Management and Nonpoint Source Pollution Abatement Grant in 2017**

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

7 **WHEREAS**, State of Wisconsin Soil and Water Resource Management Program Funds for conservation
8 practices, as allocated to counties may be transferred from or to any county consistent with the terms in the annual
9 grant contracts as provided for in ss. ATCP 50.28, 50.34, and 50.36, Wisconsin Administrative Code; and

10 **WHEREAS**, your Land and Water Conservation Department has requested an additional \$49,496 of Soil and
11 Water Resources Program Funds from other counties having surplus grant funds to cost share Nutrient Management
12 Planning for Winnebago County producers in 2017.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
14 authorizes the Land Conservation Committee Chairman to accept the additional grant amount on behalf of
15 Winnebago County.
16

17 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the additional grant
18 monies be allocated to the appropriate Winnebago County Land and Water Conservation Department 2017 Budget
19 revenue and expenditure accounts.
20

21 **Fiscal Impact.** This grant request has no effect on the County's tax levy.
22
23

24 Respectfully submitted by:
25 **LAND CONSERVATION COMMITTEE**

26 Committee Vote: **7-0**

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 _____, 2017.
33

34 _____
35 Mark L Harris
36 Winnebago County Executive

1 099-012017

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RESOLUTION: Authorize the County Clerk to Accept \$35,463 From the Wisconsin Election Commission (WEC) to Pay for the Cost of the Recount of the 2016 Presidential Election and Appropriate the Funds to Costs Associated With the Recount.

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, a recount of the votes for the 2016 Presidential Election was required; and

WHEREAS, the Winnebago County Clerk’s Office did not have sufficient funds in its budget to cover the additional costs associated with that large of a recount; and

WHEREAS, the Wisconsin Election Commission (WEC) has made funds available to Wisconsin counties to cover the costs of the recount; and

WHEREAS, originally the Winnebago County Clerk estimated that the costs of the recount would be \$91,682; and

WHEREAS, on December 12, 2016, by a unanimous vote, the Judiciary and Public Safety Committee approved transferring funds totaling \$91,682 to cover the estimated costs of the recount; and

WHEREAS, the actual costs for conducting the recount were \$35,464, which is the amount the Winnebago County Clerk submitted for reimbursement; and

WHEREAS, on January 5, 2017, the Personnel and Finance Committee approved the budget transfer for \$35,464, the actual cost of the recount.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Clerk’s Office to accept funds totaling \$35,464 from the Wisconsin Election Commission to cover the costs of the 2016 Presidential Election Recount and appropriate the funds to the appropriate County Clerk’s Office accounts.

Respectfully submitted by:

JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **(Vote not included because amount revised at Personnel & Finance Committee Meeting)**

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 _____, 2017.

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Extend Use of Secure Detention as Disposition for Juveniles**

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

6 **WHEREAS**, 2011 Wisconsin Act 32 amended Wisconsin State Statutes to allow for up to 365 days of
7 placement in a secure or non-secure detention facility as a disposition for adjudicated delinquent youths; and

8 **WHEREAS**, § 938.34(3)(f), Wis Stats, allows placement of adjudicated delinquent youths into a juvenile
9 detention facility or juvenile portion of a county jail, or into a place of non-secure custody as a disposition; and

10 **WHEREAS**, the Winnebago County Department of Human Services is on a case-by-case basis in need of
11 placing adjudicated delinquent youths into a long-term juvenile detention facility in order for the youths to be available
12 for treatment; and

13 **WHEREAS**, the Winnebago County Circuit Court Judges support placement of adjudicated delinquent
14 youths into a secure detention facility for up to 365 days as a disposition; and

15 **WHEREAS**, § 938.06(5)(a), Wis Stats, requires the a county board of supervisors, by resolution, to authorize
16 the court to use placement of adjudicated delinquent youths into a juvenile detention facility as a disposition under
17 § 938.34(3)(f), Wis Stats; and

18 **WHEREAS**, the Winnebago County Board of Supervisors does allow the Winnebago County Circuit Court
19 Judges discretion on a case-by-case basis to consider and order placement of adjudicated delinquent youths into a
20 juvenile detention facility for more than 30 days and up to 365 days as a disposition.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 authorizes the Winnebago County Circuit Court Judges to place adjudicated delinquent youths into a secure
23 detention facility for up to 365 days.
24

25

26 Respectfully submitted by:

27 **HUMAN SERVICES BOARD**

28 Committee Vote: **6-0**

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

30

31 Approved by the Winnebago County Executive this ____ day of _____, 2017.

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Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Amend the Table of Organization for Park View Health Center**

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

6 **WHEREAS**, an employee holding one of the Social Worker-Medical positions at Park View Health Center
7 has been the individual primarily responsible for coordinating the admission of new residents, and this employee has
8 given notice of her intention to retire; and

9 **WHEREAS**, the admissions process at Park View Health Center could be improved and streamlined if the
10 employee coordinating the process held the credentials of a registered nurse, since an individual with that credential
11 is needed to assess the medical needs of new residents; and

12 **WHEREAS**, changing the title of the employee handling the admissions process from Social Worker-Medical
13 to Admissions Coordinator will allow Winnebago County to include the requirement that the Admissions Coordinator
14 have a nursing license, instead of a social work credential.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes deleting one full-time Social Worker-Medical position from Park View Health Center's Table of
17 Organization and adding one full-time Admissions Coordinator position to Park View Health Center's Table of
18 Organization.
19 Organization.

20 **Fiscal Impact:** No immediate impact. Because a Registered Nurse credential will be required, the Admissions
21 Coordinator position will be placed in a higher pay grade than the Social Worker-Medical position,
22 but it is expected that the new Admissions Coordinator will be hired at a salary less than that of the
23 outgoing Social Worker-Medical.
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Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

28 Committee Vote: **5-0**
29 Vote Required for Passage: **Majority of Those Present**

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Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

1 102-012017

2

3 **RESOLUTION: Authorize Winnebago County to Enter into a 6-Year Contract with Alternative Fuel**
4 **Supply Company to Purchase Propane Fuel for Vehicles at the Sheriff's**
5 **Department**

6

7

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

9 **WHEREAS**, the Sheriff's Department has been exploring alternative ways to fuel its vehicles in an effort to
10 reduce fuel costs; and

11 **WHEREAS**, it has been determined that propane can be used to fuel vehicles at a cost savings of
12 approximately 50¢ per gallon less than the cost of unleaded fuel; and

13 **WHEREAS**, the vehicles would be equipped in order that they can be switched from propane to gasoline
14 when needed; and

15 **WHEREAS**, the vendor will install a pumping station at the Sheriff's Department and shall be responsible for
16 full maintenance costs, insurance, and any other costs associated with the pumping station; and

17 **WHEREAS**, Winnebago County reviewed several requests for proposals and Alternative Fuel Supply
18 Company was the winning proposer; and

19 **WHEREAS**, no additional funding is necessary as fuel costs are already budgeted for Sheriff's vehicles; and

20 **WHEREAS**, Winnebago County will not be required to purchase a minimum amount of propane annually;
21 and

22 **WHEREAS**, a copy of said contract may be obtained from the Winnebago County Sheriff's Department and
23 is incorporated herein by reference and made a part of this resolution.

24
25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
26 authorizes the Winnebago County to enter into a 6-year contract with Alternative Fuel Supply Company to supply the
27 Sheriff's Department with propane for a 6-year period.

28

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Respectfully submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE

30

31 Committee Vote: **5-0**

32

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

33

34 Committee Vote: **5-0**

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

36

37 Approved by the Winnebago County Executive this ____ day of _____, 2017.

38

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Mark L Harris
Winnebago County Executive

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**WINNEBAGO COUNTY
PURCHASE OF SERVICES AGREEMENT**

RE: BI-FUEL PROPANE/GASOLINE SYSTEM

THIS AGREEMENT made and entered into this _____ day of _____, 2017, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and **Alternative Fuel Supply**, hereinafter referred to as "CONTRACTOR."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the CONTRACTOR for the purpose of ***Conversion to bi-fuel vehicles and providing propane***; and

WHEREAS the CONTRACTOR whose address is 1300 E. Woodfield Rd, STE 460, Schaumburg, IL 60173, 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 **date of this agreement and shall terminate six (6) years after the above referenced date**, unless sooner agreed upon by the parties. In any event, the CONTRACTOR shall complete its obligations under this Agreement not later than six (6) years and one (1) month from the date of this agreement, and upon its failure to do so, the COUNTY may invoke the penalties set forth in the 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# SH04-16 including addenda), in the CONTRACTOR's response thereto and on the attached Schedule A, incorporated herein by reference. In the event of a conflict between or among the RFP, response, and/or the terms of Schedule A, it is agreed that the terms the RFP and this Purchase of Services Agreement, 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 shall specify the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, 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:** The COUNTY will pay the CONTRACTOR for all the aforementioned work the sum of **the cost of the propane used in accordance with Exhibit C in 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 of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.

- 7) The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
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**: 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 various services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONTRACTOR and his subcontractors.
12. **CONTRACTOR**: CONTRACTOR shall comply with any bonding requirements, which may be applicable pursuant to § 779.14(lm), Wis Stats.
13. **CONTRACTOR**: CONTRACTOR shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvements 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 §§ 779.16 and 943.20, Wis Stats.
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**: At all times during the term of this Agreement, CONTRACTOR agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the 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 a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal InjuryIf excavating, underground, or collapse is involved, the limits of liability stated above shall be changed to \$2,000,000. If Asbestos is involved, the limits of liability stated above shall be changed to \$5,000,000.
 - 3) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage, and 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
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

The Winnebago County Department(s) involved shall be listed under "**Description of Operations.**"

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

D. CONTRACTOR shall require subcontractors, if applicable, to furnish identical Certificates of Insurance to the Winnebago County Insurance Administrator prior to the contract taking effect.

E. Such Certificates of Insurance shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
WINNEBAGO COUNTY COURTHOUSE
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices will name the CONTRACTOR and identify the project.

The Winnebago County Insurance Administrator must approve any exception to these requirements. Submit any requests in writing to:

WINNEBAGO COUNTY
ATTENTION INSURANCE ADMINISTRATOR
PO BOX 2808
OSHKOSH WI 54903-2808

or email to: dpetraszak@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 in no way shall impair or prejudice the right of the

COUNTY with respect to recovery of damages or other remedies 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: employments, 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 ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
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

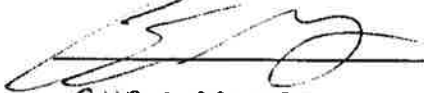
Winnebago County Purchase of Services Agreement

shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the 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:



CHRIS ARWADY
ALTERNATIVE FUEL SUPPLY
MANAGING MEMBER

FOR WINNEBAGO COUNTY:

Mark L Harris
Winnebago County Executive

Susan T Ertmer
Winnebago County Clerk

REGISTERED AGENT:

Name

Address

City/State/Zip

Drafted by:
John A Bodnar
Corporation Counsel for
Winnebago County

lls
Revised: 2/2012

SCHEDULE A

PROPANE SUPPLY AGREEMENT & AUTOMOTIVE CONVERSION EQUIPMENT LEASE

This Propane Supply Agreement and Automotive Conversion and Equipment Lease for Propane Autogas ("Agreement") is between Alternative Fuel Supply, LLC, (the "Company") and Winnebago County Sheriff's Dept, Oshkosh, WI ("Customer") and will be in effect for a minimum of Six (6) years from the date it is signed by the Customer.

In consideration of the mutual promises set forth herein, and good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Equipment. The Company agrees to install and to lease to Customer at Customer's delivery address the propane automotive conversion units to be installed on Customer's vehicles listed in Attachment Exhibit "A". The Equipment making up the propane automotive conversion units together with all replacements, repairs, substitutions, additions and accessories (collectively referred to as "Equipment") will be of size, make and model that Company, in its sole judgment, deems necessary and appropriate for Customer's business operations. Customer shall be liable for all loss of and damage to the Equipment while in Customer's possession, normal wear and tear excepted. Any Equipment that is lost or damaged during the term will be billed to Customer at replacement cost. Company may replace the Equipment at any time with no changes in the obligations of this Agreement. If by request from the Customer the Company replaces the Equipment with additional equipment or equipment with different make model or capacity, the annual lease charges shall be adjusted to reflect those additions or changes and added to the amount(s) that are currently being charged for the Equipment.

2. Propane Supply and Price. The monthly price for propane is outlined on Attachment Exhibit "C" which Exhibits are incorporated into this Agreement. Customer will purchase from the Company all of the propane Customer requires for use of the equipment, during the term of this Agreement. FOR SAFETY AND OTHER REASONS, CUSTOMER AGREES THAT ONLY PROPANE SOLD BY THE COMPANY SHALL BE USED WITH THE EQUIPMENT.

3. Services to Be Performed by Company. The Company shall supply a centrally located fueling station(s) to be used by the customer to fuel its vehicles as described on Exhibit "B" for the term of this agreement. Should circumstances change throughout the term of this agreement that cause the fueling station to be relocated, the Customer and the Company shall mutually agree on the new location.

4. Equipment Lease Fees, Fees and Taxes. Customer will pay to Company an amount per

SCHEDULE A

gallon which includes the cost of propane, the price per gallon for the lease/use of the Equipment and the price of current State Fuel Motor Vehicle Taxes and other fees now in effect (See Schedule Exhibit "C"). The Company has set forth in Schedule "C" the amount of taxes the Company believes are currently applicable to the Customer based upon information collected by the Company. If the aforementioned information provided by Customer was not correct or if the taxes or fees currently set forth in Schedule "C" increase, the Customer agrees to pay Company any increase in such taxes or fees as well as any additional taxes and licenses, permit or inspection fees associated with the sale or use of the propane and the Equipment covered by this Agreement. The weekly price per gallon to be paid by Customer for the purchase of propane will be based upon the published cost of gasoline per gallon charged to the consumer at the station location on Exhibit "C" less \$0.50. An example of the calculation of the weekly price per gallon for propane to be paid by Customer is outlined on Exhibit "C"

5. Payment Terms. Payment for all propane delivered and all additional charges shall be due and payable within twenty (20) days of receipt, or, if the customer is a municipality, no later than 5 days after the next council meeting authorizing payment of expenditures. Should Customer fail to pay any amount when due, Company may add a late charge of 1-1/2% per month to all past due balance. If the Customer shall become PAST DUE, Company shall have the right to require payment in advance or other assurance of payment satisfactory to Company in its sole discretion, before making further deliveries. In the event of litigation under this Section, in addition to any other award, the prevailing party shall be entitled to its costs and expenses, including reasonable attorney's fees.

6. Title to Equipment. All Equipment leased by the Company to Customer will remain the property of the Company and shall not become a fixture or a part of Customer's real property during the term on this agreement. Customer will not, nor will it allow anyone other than Company, to make any adjustments, connections or disconnections to the Equipment or remove the Equipment without written permission from the Company. Customer shall notify the Company immediately if the Equipment is damaged, appears defective, malfunctions, or if Customer experiences any problems with the Equipment. The Customer shall be responsible for normal maintenance of the Equipment and shall keep the equipment in good working order during the term of this agreement. The Company shall provide warranty service parts and labor for any defective part during the term of this agreement.

7. Access to Equipment. The Dispensing Equipment shall be designed to service the Customer and the Company's other propane customers. Customer grants the Company the irrevocable right to enter Customer's premises with advance notice, as described in this paragraph, to deliver and dispense propane or to install, repair, service, or remove any or all of the Equipment, or to perform any other services that the Company deems necessary under this

SCHEDULE A

Agreement. Customer agrees to provide safe, free and unimpeded access to the Dispensing Equipment, including but not limited to access that is free of ice, snow, water, mud, debris and other hazards. Customer acknowledges that failure to ensure safe and unimpeded access to the Equipment may cause an interruption in service. The Customer agrees that the Company shall contact Customer 24 hours in advance to request access to the Equipment for repairs except in cases of emergency where no notice shall be given.

8. Limitation of Liability. UNDER NO CIRCUMSTANCES SHALL THE COMPANY BE LIABLE FOR INCIDENTAL CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST PROFITS AND BUSINESS INTERRUPTION DAMAGES. THIS LIMITATION SHALL APPLY REGARDLESS OF WHETHER A CLAIM OR REMEDY IS SOUGHT IN CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHERWISE. THE COMPANY IS NOT LIABLE FOR ANY LOSS SUSTAINED BY CUSTOMER AS A RESULT OF THE TEMPORARY EXHAUSTION OF CUSTOMER'S SUPPLY OF PROPANE.

9. Indemnification. Customer and Company agree to mutually indemnify, defend, and hold each other harmless from and against any and all claims, liens, demands, suits, damages and liabilities for personal injuries and/or property damage, arising out of or caused by any negligent act or omission on the part of Customer, its agents or employees.

10. Rebates. Company shall apply on behalf of the Customer for all applicable grants and rebates relating to the conversion of the Customer's vehicles. 50% of awarded grants and rebates shall be assigned to the Company as a reduction of capital cost, which shall reduce the cost of propane fuel proportionally for the balance of the agreement period, while the remaining 50% will be awarded directly to the Customer.

11. Insurance. The parties will maintain comprehensive general liability insurance in the amount not less than \$1,000,000 combined single limits, naming the other as an additional insured. Customer will maintain worker's compensation coverage in the amount required by law. The parties shall furnish a certificate of insurance evidencing all required coverage and status as an additional insured. All such policies of insurance shall provide the insurance coverage thereunder shall not be reduced or cancelled or otherwise changed prior to the 30th day following the delivery by the insurer of a written notice of such action to the Customer and Company. The coverage under Customer's policies of insurance shall be primary to any other insurance maintained by Company that may be in effect. The failure by Customer or Company to request proof of such insurance shall not constitute a waiver of Customer's obligation to maintain such insurance.

SCHEDULE A

12. Termination. The Company may terminate this Agreement at any time and without prior notice or take such other action as may be permitted by law if there are safety concerns that cannot be remedied after consultation between the parties. At the termination of the Agreement, Customer agrees to promptly pay all outstanding installation, propane cost, lease fees, late charges and other amounts due to the Company.

13. Excused Performance. The Company shall not be responsible for any delay or damages caused by events or circumstances beyond its reasonable control, including without limitation, acts of God, fires, storms, floods, wars, hostilities, terrorism, compliance with laws or regulations, or other similar causes. Under any of these circumstances, the Company may in its sole discretion allocate propane and equipment among its customers.

14. Restoration of Property. This paragraph has been intentionally deleted.

15. Assignability. Customer may not assign this Agreement without the prior written consent of the Company. The Company may assign or pledge this Agreement as collateral without notice to or consent of Customer.

16. Training. The Company shall provide initial training to the Customer under the guidelines set in the PERC Training Manual PRC 009432 attached as Exhibit "D". The Customer will properly train each of its employees who handle propane or use the Equipment as to how to safely use propane and propane equipment and fill vehicles. Customer will not allow anyone to handle or use the Equipment unless and until that individual has been properly trained to do so. It is Customer's responsibility to provide Company with signed Certificates of Training included in PRC 009432 for each employee that will handle propane. Additionally Customer shall supply Company with written notice if Customer, or any of its employees or agents, need additional training in order to comply with this provision. If Customer fails to comply with any portion of this provision, then Customer agrees it shall be solely responsible for any and all injuries or damages that result.

17. Modifying the Agreement. This Agreement is the final understanding between the parties and may not be modified orally. Any attempt by Customer or Company to enforce a prior representation or warranty, whether it was written or oral shall be null and void.

18. Arbitration/Claims. Aside from credit or collection matters, Customer and Company agree that upon the request of either party, any dispute or controversy between the parties that in any way arises out of or relates to this Agreement or Company's provision of goods or services to Customer, will be decided by binding arbitration in accordance with the Commercial Arbitration Rules of the American Arbitration Association. Neither Customer nor Company

SCHEDULE A

shall be entitled to arbitrate joint or consolidated claims by or against other customers, or arbitrate any claim as a representative or member of a class or in or as part of a private attorney general capacity. Judgment upon any arbitration award shall be final and binding on Customer and Company and may be entered in any court having jurisdiction. If a court of competent jurisdiction, or an arbitrator with authority to adjudicate the matter, should declare all or any part of this arbitration provision invalid or unenforceable, then the remainder of this arbitration provision shall be valid and enforceable to the fullest extent permitted by law. In the absence of this arbitration provision, Customer may have otherwise had an opportunity to litigate claims in court and/or to have claims decided by a jury. Each party shall bear its own costs and expenses in arbitration proceedings.

19. Enforceability. If any part of this Agreement is determined to be invalid or unenforceable, the remainder of this Agreement will continue to be valid and enforceable.

20. Notice. Any notice by Customer or the Company under this Agreement shall be sent by U.S. Mail, postage prepaid, to the addresses listed below:

If to the Company:

Alternative Fuel Supply LLC
1300 E Woodfield Road, Suite 460
Schaumburg, IL 60173
Attn: Susan J. Arwady

If to Customer:

Winnebago County Sheriff's Dept.
4311 Jackson St.
Oshkosh, WI 54901
Attn: Capt. Mark Habeck

With copy to:

21. Waiver. If the Company or Customer delays in exercising any of its rights under this Agreement, the Company or Customer will not be prevented from exercising its rights at a later date. The waiver of any breach of this Agreement at any time shall not excuse future breaches.

SCHEDULE A

22. Authority to Sign. The undersigned individuals warrant that each is a representative of his or her respective party and has been duly authorized and empowered to execute this Agreement on behalf of the party they represent.

23. Survival. All covenants, conditions and indemnification contained in this Agreement which may involve performance subsequent to any termination of this Agreement, or which cannot be ascertained or fully performed until after termination of this Agreement, shall survive.

24. Governing Law. This Agreement shall be interpreted, construed and enforced in accordance with laws of the State of Illinois. The language of this Agreement shall in all cases be construed as a whole according to its fair meaning and shall not be strictly construed for or against either party.

SCHEDULE A

Schedule Exhibit "A"
Winnebago County Sheriff's Dept.

Information for Automotive Conversion Kits

Vehicle #	Year	Make	Model	VIN	Current Mileage
1	2015	Ford	EXPEDITION	NEED VIN	47,072
10	2014	Ford	EXPLORER	NEED VIN	56,259
12	2014	Ford	EXPLORER	NEED VIN	44,796
3	2015	Ford	EXPLORER	NEED VIN	44,741
8	2015	Ford	EXPLORER	NEED VIN	45,417
14	2015	Ford	EXPLORER	NEED VIN	23,826
18	2015	Ford	EXPLORER	NEED VIN	56,724
23	2015	Ford	EXPLORER	NEED VIN	44,201
24	2015	Ford	EXPLORER	NEED VIN	46,069
29	2015	Ford	EXPLORER	NEED VIN	28,503
32	2015	Ford	EXPEDITION	NEED VIN	10,319
4	2016	Ford	EXPLORER	NEED VIN	77
5	2016	Ford	EXPLORER	NEED VIN	78
6	2016	Ford	EXPLORER	NEED VIN	74
11	2016	Ford	EXPLORER	NEED VIN	72
22	2016	Ford	EXPLORER	NEED VIN	74
28	2016	Ford	EXPLORER	NEED VIN	78
34	2016	Ford	EXPLORER	NEED VIN	71

Schedule Exhibit "B"
Winnebago County Sheriff's Dept.

SCHEDULE A

Propane Dispensing System Location

Agreed Location:

Winnebago County Sheriff's Dept.
4311 Jackson St.
Oshkosh, WI 54901

Near southwest corner of property, opposite evidence garage
Final layout conditional upon approval of Wisconsin State Fire Marshal



Exhibit C: Current Baseline Gasoline Pricing

SCHEDULE A

Winnebago County Sheriff's Dept.

Retrieved Sep. 22, 2016

Municipal per-gallon gasoline price is based on the cost of one gallon of regular unleaded gasoline at the Mobil location listed below, less federal motor fuel tax of \$0.184 and Wisconsin state sales tax of 5% (calculated with inclusion of federal MFT but not state MFT of \$0.309).

Current Gasoline Cost: \$2.169 - \$0.184 - \$0.093 = \$1.892

AFS Floating-Rate Propane Cost is set at \$0.50 less than the Current Gasoline Cost at the location listed below. Pricing is automatically updated weekly and includes all applicable federal, state, and local taxes. Propane pricing will be locked at a max rate of \$2.50/gallon.

AFS Floating Propane Cost for Week of September 22, 2016: \$1.392

[Home](#) [Gas Prices](#) [Points & Prizes](#) [Forum](#) [Community](#) [Maps](#) [Mobile](#) [Widgets](#) [Media](#) [Gas Prices 101](#) [Help](#)
[Search Gas Prices](#) [Report Gas Prices](#) [Gas Price Heat Map](#) [Trip Cost Calculator](#) [Gas Price Charts](#) [Fuel Logbook](#) [Master Station List](#)

Mobil

5171 Jackson St
US-41
Oshkosh, WI 54901
Phone: 920-966-1022
[Map](#)

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Do You Own This Station?

Get noticed with **GasBuddy Business Pages**

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Regular	Midgrade	Premium	Diesel
2.17 5h ago	--	--	2.39 1d ago
BEMY0321			hughes

Features

[Update Station Features](#)

- Convenience Store
- Pay at Pump
- Restrooms
- ATM/Bank Machine
- Open 24 hours/day



SCHEDULE A

Exhibit "D"
PERC Training Manual PRC 009432

1 **103-022017**

2

3 **RESOLUTION: Authorize the Winnebago County Sheriff's Department to Enter Into a 5-Year**
4 **Contract with Word Systems Inc to Provide Software and Equipment Support for**
5 **the Nice Communication Recording Systems Within the Communications Center**
6

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

8 **WHEREAS**, the Winnebago County Sheriff's Department uses a Nice Communication Recording System
9 within the Communications Center; and

10 **WHEREAS**, the current 5-year Technical Services Agreement with Word Systems Inc is due to expire on
11 February 28, 2017; and

12 **WHEREAS**, the Nice Communication Recording System is necessary to record and maintain voice
13 transactions within the county-wide 800 MHz Public Safety Radio System, 911 telephone system, and Sheriff's Office
14 recorded telephone lines; and

15 **WHEREAS**, the vendor will be responsible for maintenance and repair service to include support on software
16 and equipment, twenty-four hour telephone and/or modem support, equipment repair or replacement, installation,
17 field engineering, and training; and

18 **WHEREAS**, the vendor will include hardware and software technology upgrades throughout the term of the
19 agreement, according to a predetermined schedule; and

20 **WHEREAS**, no additional funding is needed as the cost to operate and maintain the Nice Communication
21 Recording System Technical Service Agreement is a budgeted expense by the Sheriff's Department.

22
23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes the Winnebago County Sheriff's Department to enter into a 5-year contract with Word Systems Inc to
25 provide support on software and equipment for the Nice Communication Recording Systems.
26

27 Respectfully submitted by:

28 **JUDICIARY AND PUBLIC COMMITTEE**

29 Committee Vote: **5-0**

30 Respectfully submitted by:

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: **5-0**

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

34

35 Approved by the Winnebago County Executive this ____ day of _____, 2016.

36

37

38

39

Mark L Harris
Winnebago County Executive



WORD SYSTEMS, INC.

Technical Services Agreement

This is a technical services agreement (hereafter referred to as **Agreement**) between Word Systems, Inc. (hereafter referred to as **WSI**) and the Customer **Winnebago County Sheriff** (hereafter referred to as **Customer**). Customer's signature on the Quotation, Price Sheet or other document to which this Agreement is an Exhibit constitutes Customer's agreement to the terms and conditions below.

This Agreement, together with its Attachments and any related sales quotations, price sheets or other documents to which it is attached, which are all hereby incorporated by reference, sets forth the entire understanding of the parties hereto with respect to its subject matter, and supersedes any other agreement, verbal, written and/or implied. The services herein are provided by WSI in lieu of any other product warranties or service commitments from WSI.

WSI agrees to support, maintain and repair Customer's equipment and/or software listed below on a best efforts basis for the charges shown below. This Agreement becomes effective on its start date, shown below, and shall continue for the term, also shown below. No refunds shall be given for Technical Services cancelled or terminated during the term, except as expressly set forth herein. The rates herein may be increased upon renewal and as otherwise set forth in this Agreement considering factors that include, but are not limited to, inflation, fuel costs, availability of parts, software, history of support calls and parts used during previous term. Technical Services shall be invoiced in advance of each term. At the end of the initial term, this Agreement will automatically renew for successive one-year terms at WSI's then current annual rates unless either party provides written notice of non-renewal at least 30 days prior to the applicable expiration date.

Start Date:	3-1-17
Initial Term of Agreement:	(5) Five Years – 3-1-17 to 2-28-22
Amount of Initial Term:	\$ 85,810.00 – Payable by March 1st of each year for 5 years in the amount of \$17,162.00/yr.

Equipment and Software Covered Under this WSI Technical Services Agreement

This Agreement will cover Service, Support, Parts and Labor for items listed below.

Equipment Make & Model Number:	NRX – see attached Technology Refresh Agreement – including Amendment, Exhibit A and Exhibit B
Serial Number/Software License #:	NRX – see attached Technology Refresh Agreement – including Amendment, Exhibit A and Exhibit B

* See **Attachment A** for additional equipment covered under this Agreement

I. SERVICE WSI will provide to Customer best efforts maintenance and repair service

- A. Support on software and equipment listed in on this page and in any Attachment hereto. WSI may provide error correction on software by means of a "temporary fix," in which case it will continue to use reasonable efforts to pursue a permanent solution.
- B. Twenty-four hour phone and/or modem support.
- C. Repairs will be performed and replacement parts will be furnished at no charge on a best efforts basis, provided that Customer returns the defective parts. The returned defective and/or worn parts replaced become property of WSI. WSI reserves the right to replace or exchange any defective piece of equipment or accessory with another if it is determined there is a need to do so, regardless of age or serial number. WSI personnel will perform the installation or repair of any WSI system on a best efforts basis.
- D. Installation of equipment, field engineering, change orders or enhancements to basic equipment and software that is required by the manufacturer to correct a problem. It must be determined to be essential and be needed to keep the equipment running. This does not include extra features and enhancements that are sold to increase performance or functionality. Onsite work will be done during WSI's regular business hours, except for emergency services.
- E. All training by WSI will be done at Customer's site or a WSI office between 8 am and 5 pm, Monday through Friday, EST, excluding holidays.

II. CHARGES Additional Charges, if any, will be assessed per this Agreement as shown below:

- A. Customer agrees to pay for any consumable items provided by WSI. Customer agrees to pay for parts that normally wear out if older than 5 years. Customer agrees to pay for the repair of items damaged or dropped by Customer.
- B. WSI will charge for time and materials for performing any services connected with relocation of equipment and expansions of equipment. WSI will charge time and materials rates for all repairs and software support needed to repair computer virus contamination of our WSI Computer System. The Customer agrees not to load any software on our WSI computer without written permission from the WSI Service Manager. WSI is not responsible for telephone lines, induced noise by radio stations and other equipment, cabling and connections other than those items WSI supplies to the Customer to install WSI equipment.
- C. WSI will charge for any installation of equipment upgrades and expansions, software enhancements, software and related modifications or additional attachments and accessories that the Customer requests but would not normally be essential to keeping the equipment operational with its then current functionality.
- D. WSI will charge for any parts that must be replaced due to cause other than normal wear and tear or damages caused by accident, abuse, or for work done due to inadequate training or operator errors.
- E. New additional equipment or software purchases will result in adjustment of maintenance and support charges. Customer will be invoiced for support premiums related to such additions. The invoice will be pro-rated to coincide with the term of this Agreement
- F. Service charges for equipment or software or training not covered by this Agreement will also be at the current prevailing Word Systems, Inc. rates.
- G. WSI shall not have any obligations with respect to problems due to any modification of the equipment or software by anyone other than WSI, the improper combination of equipment or software with other products not provided by WSI, or the use of the software or equipment in an unreasonable manner. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.
- H. WSI shall not have any obligations with respect to problems due to Customer's failure to install standard software updates or comply with the manufacturers' recommended operating environment or specifications, or due to changes in Customer's own network or hardware. Any services that WSI agrees to perform due to the foregoing shall be charged at then current rates.

III. EXCLUSIONS WSI will not provide:

- A. Electrical work or cables, plumbing, drilling or carpentry work external to WSI equipment.
- B. Maintenance of accessories, attachments or other devices not furnished by WSI.
- C. Free loaner equipment. WSI recommends the Customer buy spare terminals and accessories to replace broken units until WSI can make repairs (if the application is so critical that repairs can't wait).
- D. Free repairs for damages from external computer virus contamination.
- E. Free repair for lightning and high voltage power surge damage to our equipment while at the Customer's site.
- F. Operator training by a WSI support technician. See WSI account representative for all training needs.
- G. Additional equipment or upgrades to existing equipment or operating systems, software or other tools or utilities or networks or components that may be required in connection with a manufacturer's major software upgrade.
- H. Support in resolving network, workstation, database, environmental or other errors not directly related to the software and equipment listed in this Agreement.
- I. Movement of equipment to a new location.

Warranty Exclusion: WSI is providing technical services in lieu of any warranties or service commitments from WSI. to the fullest extent permitted by law, the services herein and the software and equipment are provided "as is." WSI does not warrant that the equipment and software will operate uninterrupted or error free or that all defects will be corrected or that they will meet customer's requirements or will operate in combinations with other equipment, software, or data not provided by WSI. WSI disclaims all warranties, express or implied, with respect to any of the foregoing, including but not limited to any implied warranty of merchantability or fitness for a particular purpose, workmanlike efforts, non-infringement or warranties arising by statute or otherwise in law or from a course of dealing or usage of trade.

IV. WSI RESERVES the right to modify or delete any term or condition of this Agreement by giving a 30-day prior notice to Customer, in which case Customer may terminate this Agreement by giving WSI written notice of its intent to terminate within 30 days of its receipt of notice from WSI regarding the change, in which case WSI will provide a pro-rata refund of pre-paid Technical Services Fees for the remainder of the term.

V. LIABILITY DISCLAIMERS WSI shall not be liable or held responsible for any delay in or failure or defect of performance under this Agreement, or be liable for any other consequence, damage, injury, or loss, caused by or resulting from any act, event, occurrence, or cause beyond the reasonable control of WSI, including (without limitation) acts of God, war, fires, explosions, floods, strikes, major mechanical breakdown, system malfunctions, interruption of utility services, acts of any unit of government or agency thereof, work stoppage, breakdown, virus contamination, theft, loss of data, lack of available parts from the manufacturer, loss caused by power failures, loss caused by lack of Customer equipment or software backups, or work done due to lack of proper training of Customer's personnel. Customer is expected to backup all data, voice and video files and to protect the computer from incoming virus damage. Service calls that are caused by any of the foregoing exclusions shall be invoiced at the currently published time and materials rates.

To the fullest extent permitted by law:

- A. WSI and its officers, directors, employees, shareholders, agents and representatives shall not be liable to customer or any other party for incidental, special, exemplary or consequential damages (including, without limitation, loss of anticipated profits, loss of data, and loss of goodwill) arising out of or related to this agreement or the good and services provided, even if advised in advance of the possibility of such damages.
- B. Except with respect to damages caused by WSI's willful misconduct, WSI's liability (including attorneys' fees) to customer or any third party arising out of or related to this agreement and the good and services provided shall, for any and all causes and claims regardless of the form of action, whether based on contract, tort, negligence, strict liability, indemnification or otherwise, in the aggregate not exceed the price paid by reseller for the particular good(s) or service(s) involved prior to such claim's accrual under which such damages arose.

VI. CUSTOMER RESPONSIBILITY It shall be the responsibility of the Customer to have equipment protected by WSI approved uninterruptible Power Supply (UPS) and to use WSI approved storage media and perform preventative maintenance as described in the Operators Manual. It is the responsibility of the Customer to have trained personnel operating the equipment. Additional training is available from WSI for an additional charge as new people are hired to run the equipment. The Customer shall make the equipment available to the service department representative as soon as a representative arrives on-site and agrees to allow the WSI technical services representative access to the equipment, immediately upon arrival. Any delays will be charged for at our regularly published service rates. Access will be given to him/her for as long as it takes to repair and adequately test the equipment.

VII. TRAINING Training provided with the purchase of a system consists of on-site training upon completion of installation as agreed upon on Exhibit A of original purchase agreement. Detailed training shall encompass an overview of all functions and features necessary to operate equipment. It is the responsibility of the Customer to have basic PC knowledge prior to system training on new equipment. Upon completion of initial training should Customer require additional training of staff, WSI will invoice Customer at standard WSI training rates.

VIII. GOVERNING LAW; VENUE This Agreement and any matters and disputes related thereto shall be governed by and construed in accordance with the laws of the State of Indiana without regard to the choice of law principles thereof. Any cause of action arising hereunder may only be brought in a federal or state court located in Marion County, Indiana. Each party expressly agrees that Marion County shall be deemed to be a county of preferred venue and each such party waives any entitlement each might otherwise have to a transfer of venue out of Marion County under any preferred venue requirements of Indiana Trial Rule 75 or any other venue rules or laws which may be applicable. The parties hereby submit to the exclusive jurisdiction, those courts.

IX. SEVERABILITY In the event that any of the provisions of this Agreement is held to be invalid or unenforceable in whole or in part by a court of competent jurisdiction, those provisions to the extent enforceable and all other provisions will nevertheless continue to be valid and enforceable as though the invalid or unenforceable provisions had not been included in this Agreement, and this Agreement shall be construed by adding a valid provision which effectuates the intent of the invalid provision as nearly as lawfully possible.

WORD SYSTEMS, INC.

CUSTOMER

By: Tim Walker

By: _____

Print Name: Tim Walker

Print Name: _____

Title: Account Manager

Title: _____

Date: 10-21-16

Date: _____



WORD SYSTEMS, INC.

Est. 1977

Indiana • Illinois • Wisconsin • Florida

**AMENDMENT TO
WSI TECHNICAL SERVICES AGREEMENT**

THIS AMENDMENT (the "Amendment") to the Maintenance and Service Agreement of even date herewith (the "Agreement") between Word Systems, Inc. ("WSI") and the customer signing below Winnebago County Sheriff ("Customer") is entered into as of March 1, 2017 (the "Amendment Effective Date").

The parties hereby amend the Agreement as follows:

1. This amendment is to include the Upgrade Agreement terms and conditions set forth in **Exhibit A** attached.
2. All provisions of the original Agreement and its Attachments remain in effect except where modified or amended by this Amendment. The parties agree that this Amendment constitutes the complete and entire amendment to the original Agreement between the parties, that there are no other understandings, either written or unwritten, with regard to such matters, and that in the event of a conflict between the terms of this Amendment and the Agreement, this Amendment shall take precedence.

IN WITNESS WHEREOF, the parties have executed this Amendment, effective as of the date first set forth above.

WORD SYSTEMS, INC.

CUSTOMER

By: Tim Walker

By: _____

Print Name: Tim Walker

Print Name: _____

Title: Account Manager

Title: _____

EXHIBIT A-UPGRADE AGREEMENT FOR NICE COMMUNICATION RECORDING SYSTEMS (NCRS)

STATEMENT OF WORK (SOW) *DESCRIPTION OF SERVICE AND OBLIGATIONS*

- 1.1 As system releases become available, WSI agrees to provide the Customer with the software, and implementation services required to execute a system infrastructure upgrade in years one (1), three (3) and five (5) from date of this agreement. At the time of the system release upgrade, Word Systems will provide applicable patches and service pack updates when and if available. Currently, WSI service includes 3rd party Software such as Microsoft Windows Server OS, and any Nice Inform software service packs that may be available. WSI will only provide patch releases that have been analyzed, pre-tested, and approved for release by the 3rd party provider.
- 1.2 System releases are intended to improve the system functionality and operation from previous releases and may include some minor feature enhancements. At WSI option, system releases may also include significant new feature enhancements that WSI may offer for purchase. System release software and hardware shall be pre-tested and approved for release by the 3rd party provider.
- 1.3 The following WSI system provide products are covered under this Upgrade Agreement: Nice Inform Application Software, Nice Systems Recording Software, Nice Systems Capture Cards, Microsoft Windows OS, and associated peripheral infrastructure software/hardware provided by WSI.
- 1.4 Product programming/configuration software used by WSI are also covered under this Upgrade Agreement.
- 1.5 This Upgrade Agreement makes available the software releases/revisions that are available from the 3rd party providers during the coverage period. New options and features not previously purchased by the Customer are excluded from coverage. Additionally, any related software installation and reprogramming are excluded from the coverage.
- 1.6 WSI will provide certified hardware version updates and/or replacements of NICE line cards necessary to upgrade the system with an equivalent level of functionality. Hardware will be upgraded and/or replaced if required to maintain the existing feature and functionality. Any updates to hardware versions and/or replacement hardware required to support new features or those not specifically required to maintain existing functionality are not included. Unless otherwise stated, platform migrations such as, but not limited to, network changes and additions, and managed services are not included.
- 1.7 This Upgrade Agreement does not cover all products. Refer to section 3.0 for exclusions and limitations.
- 1.8 WSI will provide implementation services necessary to upgrade the system to a future system release with an equivalent level of functionality in years one (1), three (3) and five (5) from date of NCRS installation. Any implementation services that are not directly required to support the system upgrade are not included. Unless otherwise stated, implementation services necessary for system expansions, platform migrations, and/or new features or functionality that are implemented concurrent with the system upgrade are not included.

- 1.9 As system releases become available, WSI will provide up to once in years one (1), three (3) and five (5) from date of this agreement the following software design and technical resources necessary to complete system release upgrades:
 - 1.9.1 Review infrastructure system audit data as needed.
 - 1.9.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 1.9.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 1.9.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 1.9.5 Program management support required to perform the system upgrade.
 - 1.9.6 Field installation labor required to perform the system upgrade.
 - 1.9.7 Upgrade operations engineering labor required to perform the system upgrade.
- 1.10 Upgrade Agreement pricing is based on the system configuration outlined in Appendix B. This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an Upgrade Agreement price adjustment.
- 1.11 The Upgrade Agreement applies only to system release upgrades within the NCRS platform.
- 1.12 Nice Systems will post technical bulletins on customer portal @ <https://extranice.com> for Customer access.

2.0 Upgrade Elements and Corresponding Party Responsibilities

- 2.1 Upgrade Planning and Preparation: All items listed in this section are to be completed at least 1 months prior to a scheduled upgrade.
 - 2.1.1 WSI responsibilities
 - 2.1.1.1 Obtain and review infrastructure system audit data as needed.
 - 2.1.1.2 Identify additional system equipment needed to implement a system release, if applicable.
 - 2.1.1.3 Complete a proposal defining the system release, equipment requirements, installation plan, and impact to system users.
 - 2.1.1.4 Advise Customer of probable impact to system users during the actual field upgrade implementation.
 - 2.1.1.5 Inform Customer of high speed internet connection requirements.
 - 2.1.1.6 Assign program management support required to perform the system upgrade.
 - 2.1.1.7 Assign field installation labor required to perform the system upgrade.
 - 2.1.1.8 Assign upgrade operations engineering labor required to perform the system upgrade.
 - 2.1.1.9 Deliver release impact and change management training to the primary zone core owners, outlining the changes to their system as a result of the upgrade path elected. This training needs to be completed at least 4 weeks prior to the scheduled upgrade. Unless specifically stated in this document, WSI will provide this training only once per system.
 - 2.1.2 Customer responsibilities
 - 2.1.2.1 Provide high-speed NCRS internet connectivity at all site(s) for use by WSI to perform remote upgrades and diagnostics. High-speed internet connectivity must be provided at least 4weeks prior to the scheduled upgrade. In the event access to a high-speed connection is unavailable, Customer may be billed additional costs to execute the system release upgrade.
 - 2.1.2.2 Assist in site walks of the system during the system audit when necessary.

- 2.1.2.3 Provide a list of spare hardware to be included in the system release upgrade when applicable.
 - 2.1.2.4 Purchase any additional software and hardware necessary to implement optional system release features or system expansions.
 - 2.1.2.5 Provide or purchase labor to implement optional system release features or system expansions.
 - 2.1.2.6 Participate in release impact training at least 4 weeks prior to the scheduled upgrade. This applies only to primary owners. It is the owner's responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
- 2.2 System Readiness Checkpoint: All items listed in this section must be completed at least 30 days prior to a scheduled upgrade.
- 2.2.1 WSI responsibilities
 - 2.2.1.1 Perform appropriate system backups.
 - 2.2.1.2 Work with the Customer to validate that all system maintenance is current.
 - 2.2.1.3 Work with the Customer to validate that all available patches and antivirus updates have been updated on the customer's system.
 - 2.2.2 Customer responsibilities
 - 2.2.2.1 Validate system maintenance is current.
 - 2.2.2.2 Validate that all available patches and antivirus updates to their system have been completed.
- 2.3 System Upgrade
- 2.3.1 WSI responsibilities
 - 2.3.1.1 Perform system infrastructure upgrade in accordance with the system elements outlined in this SOW.
 - 2.3.2 Customer responsibilities
 - 2.3.2.1 Inform system users of software upgrade plans and scheduled system downtime.
 - 2.3.2.2 Cooperate with WSI and perform all acts that are reasonable or necessary to enable WSI to provide software upgrade services.
- 2.4 Upgrade Completion
- 2.4.1 WSI responsibilities
 - 2.4.1.1 Validate all system upgrade deliverables are complete as contractually required.
 - 2.4.1.2 Deliver post upgrade implementation training to the customer as needed.
 - 2.4.2 Customer Responsibilities
 - 2.4.2.1 Cooperate with WSI in efforts to complete any post upgrade punch list items as needed.
 - 2.4.2.2 Cooperate with WSI to provide relevant post upgrade implementation training as needed. It is the customer responsibility to contact and include any user agencies that need to be trained or to act as a training agency for those users not included.
 - 2.4.2.3 Provide WSI with upgrade completion sign off.

3.0 Exclusions and Limitations

- 3.1 The parties agree that Systems that have non-standard configurations that have not been certified by 3rd party providers are specifically excluded from the Upgrade Agreement unless otherwise agreed in writing by WSI and included in this SOW.
- 3.2 The parties acknowledge and agree that the Upgrade Agreement does not cover the following products:
 - Motorola MCC7500 IP Logger
 - Motorola AIS Servers
 - Motorola network infrastructure
 - PC Workstations not provided by WSI
 - Customer network infrastructure
- 3.3 This Upgrade Agreement does not cover any hardware or software supplied to the Customer when purchased directly from a third party, unless specifically included in this SOW.
- 3.4 This Upgrade Agreement does not cover software support for virus attacks or other applications that are not part of the NCRS, or unauthorized modifications or other misuse of the covered software. WSI is not responsible for management of anti-virus or other security applications (such as Norton).
- 3.5 Upgrades for equipment add-ons or expansions during the term of this the Upgrade Agreement are not included in the coverage of this SOW unless otherwise agreed to in writing by WSI.

4.0 Special provisions

- 4.1 Customer acknowledges that if its System has a Special Product Feature, additional engineering may be required to prevent an installed system release from overwriting the Special Product Feature. Upon request, WSI will determine whether a Special Product Feature can be incorporated into a system release and whether additional engineering effort is required. If additional engineering is required WSI will issue a change order for the change in scope and associated increase in the price for the Upgrade Agreement.
- 4.2 Customer will only use the software (including any System Releases) in accordance with the applicable Software License Agreement.
- 4.3 This Upgrade Agreement services do not include repair or replacement of hardware or software that is necessary due to defects that are not corrected by the system release, nor does it include repair or replacement of defects resulting from any nonstandard, improper use or conditions; or from unauthorized installation of software.
- 4.4 If Customer cancels a scheduled upgrade within less than 4weeks of the scheduled on site date, WSI reserves the right to charge the Customer a cancellation fee equivalent to the cost of the pre-planning efforts completed by the WSI Upgrade Operations Team.
- 4.5 This Upgrade Agreement annualized price will be invoiced each year, one year in advance. Should Winnebago County Sheriff funding be terminated through their annual budgeting process, customer will be responsible to pay WSI for unpaid months of coverage during that annual coverage period, prorated to coincide with the date WSI has been notified of funding termination.

This configuration is to be reviewed annually from the contract effective date. Any change in system configuration may require an Upgrade Agreement price adjustment.

Nice Inform Software Applications	
Inform Professional Version 5 – Serial # 32156701	1
	0
	0
Nice Recording Software	
Audio Channel Licenses – 53 Analog/14 Digital	67
Audio Channel Licenses – 60 channels for Motorola IP	60
Professional – Reconstruction	7
Professional – Verify	5
Professional – Monitor	1
Professional – Organizer	2
Professional – Media Player	1
Nice Recording Capture Hardware	
Myracle, Full size PCI-E, Baseboard – Up to 24 channels	4
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HP Server Hardware	
Winnebago County Sheriff provided Server Hardware	0
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EXHIBIT B

Winnebago County Sheriff's Office, Wisconsin

Five Year Annual Technical Service Agreement with Hardware and Software Technology Upgrade

○ Year 1 – Technology Upgrade:

- Upgrade Current Inform Applications to from Version 5 to latest Version 7.2. By going to Version 7 your NICE Logging System is now NG9-1-1 and P25 Compliant
- Upgrade Current Inform Application to include the addition of **Redaction**
- Additional benefits of Inform Application 7.2 include:
 - Organizer Software upgrade includes ability to do a Quick Add to Recent Incident;
 - Organizer Software includes Web Distribution upgrade – Save Radio and Telephony recordings – single file per Conversation;
 - Reconstruction Upgrade includes ability to search ANI/ALI from Search Panel instead of Advanced Search
 - Ability to off load to any storage device with no additional software. For example: audio can be saved virtually (VMware), NAS, Cloud, etc.
- Full onsite technical support using current terms and conditions – 7/24/365

○ Year 2 – Technology Upgrade

- Inform Software Upgrade to Allow for Text Messaging Capture;
 - When you are ready for Text messaging we will be able to capture the conversation within the Inform
 - Reconstruction Software Up[grade to provide a TEXT-911 csv/pdf for distribution within Organizer Web Distributions
- Full onsite technical support using current terms and conditions.

○ Year 3 -Technology Upgrade

- Inform Application release upgrade to **Version 8**
- Full onsite technical support using current terms and conditions

○ Year 4 - Technology Upgrade

- Full onsite technical support using current terms and conditions

○ Year 5 – Technology Upgrade

- Inform Application release upgrade to **Version 9**
- Full onsite technical support using current terms and conditions

• **TOTAL: \$85,810.00**

• **FIVE ANNUAL PAYMENTS OF \$17,162.00**

2 **RESOLUTION: Request Authority to Apply to the Department of Natural Resources for**
3 **Funding to Restock Fish in Pond 2 in Community Park and to**
4 **Appropriate Any Funds Awarded Towards the Restocking Project**

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

8 **WHEREAS**, approximately 12 years ago, Winnebago County applied for and was subsequently awarded a grant
9 from the Wisconsin Department of Natural Resources (DNR) that helped facilitate upgrades made to fishing access facilities
10 at Pond #2 in the Community Park; and

11 **WHEREAS**, the aforementioned DNR grant aided in the installation of three fishing decks as well as the nearly
12 quarter-mile-long lime screening trail that encircles the four-acre pond and serves in enhancing access opportunities for
13 mobility-impaired individuals; and

14 **WHEREAS**, your Parks and Recreation Committee believes it would benefit the citizens of Winnebago County to
15 further improve the prospects for individuals to enjoy the angling experiences offered at the site by increasing the volume
16 and variety of fish stock available at Pond #2; and

17 **WHEREAS**, the Parks and Recreation Committee further believes that it would be prudent to take advantage of
18 the \$1,306 funding available to Winnebago County through the DNR's County Conservation Aides (CCA) Program in order
19 to match the \$1,306 in funding available in the Parks Grounds Maintenance Account; and

20 **WHEREAS**, in order to implement this project it is necessary that the Winnebago County Board of Supervisors
21 authorize submission of an application for said funds.

22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, on behalf of
23 Winnebago County, the Winnebago County Executive and the Winnebago County Clerk are hereby authorized to apply
24 for the aforementioned financial aid that may be available from the Wisconsin Department of Natural Resources for
25 enhancement of fishing opportunities at Community Park Pond #2.

26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes
27 appropriation of any funds that may be made available to the County by the Wisconsin Department of Natural Resources,
28 to the restocking of fish into Community Park Pond #2.

29 **Fiscal Note:** Pursuit of funding from the DNR's CCA grant program was taken into account as part of the Parks
30 Department's 2017 Budget. As such, the amount required to match the \$1,306 request to the DNR will be
31 addressed through funds derived from the Community Park Grounds Maintenance Account. No added
32 costs will be incurred as a result of this fish stocking project.
33
34

35 Respectfully submitted by:

36 **PARKS AND RECREATION COMMITTEE**

37 Committee Vote: **4-0**

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

39
40 Approved by the Winnebago County Executive this ____ day of _____, 2017.

41
42
43 _____
44 Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Request Authority to Apply to American Transmission Company for a**
3 **Planting Grant**

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

7 **WHEREAS**, Winnebago County is interested in applying for \$5,000 in funding accessible through the American
8 Transmission Company (ATC) Planting Grant Program; and

9 **WHEREAS**, said funds are made available to municipalities to help fund the introduction of plants that help
10 improve the community's species diversity; and

11 **WHEREAS**, grant funding awarded by ATC would be directed towards the establishment of a 40 foot wide strip
12 of prairie plantings along the east side of the WIOUWASH Trail from Westwind Road parking lot to Brooks Road; and

13 **WHEREAS**, introduction of tall prairie grasses along the aforementioned strip will provide for a more natural and
14 environmentally-friendly ground cover in areas of the WIOUWASH Trail that have undergone extensive vegetation
15 management on ATC's part in its effort to clear the buckthorn understory established within its 40-foot-wide easement.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, on behalf of
18 Winnebago County, the Winnebago County Executive and the Winnebago County Clerk are hereby authorized to apply
19 to the American Transmission Company for any financial aid that may be available from the Company's Planting Grant
20 Program to assist Winnebago County in the installation of prairie grasses on the south end of the WIOUWASH Trail.

21
22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that any funds that may be
23 awarded to Winnebago County by the American Transmission Company's Tree Planting Grant will thereafter be
24 appropriated towards activities involving the planting of said prairie grasses alongside the WIOUWASH Trail.

25
26 **Fiscal Note:** Pursuit of funding from the ATC's Planting Grant Program was not taken into account as part of the Parks
27 Department's 2017 Budget. Consequently, it is anticipated that should the County be award all or the
28 majority of the maximum \$5,000 grant, the Parks Department will proceed to contribute \$2,500 towards
29 the purchase of additional seed in order to increase the length of trail covered in prairie. Ultimately, it is
30 the Department's goal to plant two-thirds of the two-mile stretch of affected trail in prairie. Starting in 2018,
31 the Department will begin to save approximately \$300 per year in labor and equipment costs due to the
32 planting of prairie grasses and the associated reduction in brushing, tree trimming and mowing activities
33 along this particular section of the trail.
34

35 Respectfully submitted by:

36 **PARKS AND RECREATION COMMITTEE**

37 Committee Vote: **4-0**

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

39

40 Approved by the Winnebago County Executive this ____ day of _____, 2017.

41

42

43

44

Mark L Harris
Winnebago County Executive

1 **106-022017**

2 **RESOLUTION: Approve Airport User Access Agreement Between Winnebago County**
3 **and Basler Turbo Conversions LLC**
4

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

6 **WHEREAS**, the Federal Aviation Administration requires an Airport User Access Agreement, commonly
7 referred to as a “through-the-fence agreement” for private parties with operations outside of airport grounds to have
8 access to airport facilities without interference or hindrance; and

9 **WHEREAS**, such an agreement has existed in the past between Winnebago County and Basler Turbo
10 Conversions LLC; and

11 **WHEREAS**, both Winnebago County and Basler Turbo Conversions LLC desire to extend said agreement
12 for a five (5) year period commencing January 1, 2017, at a monthly fee of \$1,102.61 to be paid by Basler Turbo
13 Conversions LLC; and

14 **WHEREAS**, your undersigned Committee recommends approval of said agreement.

15
16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that an Airport
17 User Access Agreement between Winnebago County and Basler Turbo Conversions LLC for a five (5) year term,
18 commencing January 1, 2017, is hereby approved. Said agreement, a copy of which is attached hereto, is made a
19 part of this Resolution and incorporated herein by reference.

20
21 Respectfully submitted by:

22 **AVIATION COMMITTEE**

23 Committee Vote: **4-0**

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

25
26 Approved by the Winnebago County Executive this ____ day of _____, 2017.

27
28 _____
29 Mark L Harris
30 Winnebago County Executive

AIRPORT USER ACCESS AGREEMENT

BETWEEN

WINNEBAGO COUNTY

AND

BASLER TURBO CONVERSIONS, LLC

THIS AGREEMENT, is made and entered into this 1st day of January, 2017 by and between the County of Winnebago, Wisconsin, referred to as the “Grantor” and “County,” and Basler Turbo Conversions, LLC, hereinafter referred to as the “Grantee.”

WHEREAS, the County operates Wittman Regional Airport consistent with applicable State and Federal regulations; and

WHEREAS, the County has prepared a Master Plan for the future development of Wittman Airport; and

WHEREAS, eligibility for Federal funds requires that the County control access to the airfield by airport users and tenants; and

WHEREAS, the Grantee and his invitees intend to taxi to and from Wittman Airport air operations areas; and

WHEREAS, the County desires for this operation to comply with guidelines and requirements concerning “Through-the-Fence” operations set forth by the Federal Aviation Administration, and that this Agreement shall extend to the future operational developments and plans of the Grantee concerning airport access;

BE IT AGREED by the parties hereto as follows:

1. The Grantee shall operate its facilities and provide its services in accordance with accepted safety practices as identified in Federal Aviation Administration and Wisconsin Department of Transportation, Bureau of Aeronautics guidelines, regulations, orders and requirements and as required by Wisconsin and Federal laws, and in accordance with rules and regulations of Wittman Airport including Parts 139 and 107 and other related Federal Aviation Regulations adopted and developed by the County. The Grantee shall

advise users of its services and facilities of these practices, rules, and regulations as part of its responsibilities hereunder

2. The County reserves the right to further develop and improve the landing area of the airport as it sees fit, regardless of the demands of the Grantee and without interference or hindrance.

3. The Grantee respects Wittman Airport's function as an airport. Therefore, the Grantee waives the right to all airport noise claims resulting from airport operations.

4. The Grantor reserves the right of approval of transfer and assignment of the operation authority herein mentioned to future business associates, owners, and or partners. Said approval will not unreasonably withheld.

5. The term of this Agreement shall be for five (5) years beginning January 1, 2017 and ending on December 31, 2021.

6. This Agreement shall be subordinate to the provisions of and requirements of any existing or future agreements between the county and the United States of America, relative to the development, operation, or maintenance of the airport.

7. If the County proves there to be an unfair monetary advantage held by the Grantee, due to their off-airport operations, over generally comparable on-airport operators, the Grantee shall agree to an amendment developed by the County, in full cooperation with the Grantee, to negate said advantage. This is intended to create an equal airport-usage cost bearing structure for comparable on-airport and off-airport operators, shielding the County from revenue erosion.

8. The Grantee agrees to pay a rate and charges schedule comparable to any other aircraft operator on the airport. This will include landing fees and fuel flowage fees. In addition, the Grantee agrees to pay an access fee for the privilege of using the airfield. This fee shall be One thousand One Hundred Two Dollars and 61/100 (\$1,102.61) per month, or an annual access fee of Thirteen Thousand Two Hundred Thirty-One Dollars and 32/100 (\$13,231.32) for any one Grantee. It may be adjusted at any time consistent with the provisions of paragraph seven of this agreement. The rental rate shall be adjusted on the anniversary of this Agreement, and each successive year at the greater of the increase of the National Consumer Price Index for all items for urban wage earners and clerical workers for the previous calendar year, or, three percent (3%).

9. The Grantee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulation in the event any future structure or building is planned for the Grantee's premises, or in the event of any planned modification or alteration of any present or future building or structure situated on the Grantee's premises.

10. This Agreement and all of the provisions hereof shall be subject to whatever right the United States Government now has or in the future may have or acquire affecting the control, operation, regulation, and taking over of said airport or the exclusive or nonexclusive use of the airport by the United States during the time of war or national emergency.

11. The Grantee for himself, his heirs, personal representatives, Successors in interest, and assigns, as part of the consideration hereof, does hereby covenant and agree as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the said property in this agreement that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (3) that the Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

12. The Grantee agrees to furnish service on a fair, equal, and no unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and no unjustly discriminatory prices for each unit of service. Proved that the Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or any other similar types of price reductions to volume purchasers.

13. The Grantee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E. The Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered in this subpart. The Grantee assures that it will require that its covered sub-organizations provide assurances to the County that

they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.

14. It is hereby specifically understood and agreed that nothing herein contained shall be construed to grant or authorize the granting of an exclusive right to provide aeronautical services to the public as prohibited by Section 308(a) of the Federal Aviation Act of 1958, as amended, the County reserves the right to grant to others the privilege and right of conducting any one or all activities of an aeronautical nature.

15. Grantee assures that he requires direct airfield access to effectively conduct his business.

16. Grantee agrees, at its own cost and expense, to furnish County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

- (a) Aircraft Liability – with a minimum of \$5,000,000 Combined Single Limit of Liability for Bodily Injury and Property damage.
- (b) Commercial General Liability Insurance – (non-aircraft) with a minimum limit of \$1,000,000 Combined Single Limit for bodily Injury and Property Damage Liability. This insurance shall include on the Certificate of Insurance the following coverage:
 - a. Premises – Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Errors and Omissions; if applicable
- (c) Automobile Liability Insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability for all ground vehicles operated on airport property. This insurance shall include Bodily Injury and Property Damage for the following coverage:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or Grantee. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 448 Algoma Boulevard, P. O. Box 2808, Oshkosh, WI 54903-2808. All such notices will name the user or Grantee and identify the contract.

17. The rights granted herein are associated only with a ten-acre parcel of land owned by the Grantee at 35th and Oregon Streets, Oshkosh, Wisconsin.

18. Resolution of Disputes:

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

- A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- B. The costs of the arbitration proceeding (except the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay their own legal fees and expenses incurred in connection with the proceeding.
- C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
- D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
- E. 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 reporters fees related to depositions, photocopying fees, postage fees, and delivery fees.

F. The arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written findings of fact and conclusions of law.

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

19. Notices. Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

Lessor

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

Lessee

Basler Turbo Conversions LLC
P. O. Box 2305
Oshkosh, WI 54903

SIGNATURE PAGE FOLLOWS

IN WITNESS HEREOF, the parties hereto and hereunto set their hands to the Agreement the day and year last above written.

WINNEBAGO COUNTY (GRANTOR)

By: _____
Mark Harris, County Executive

By: _____
Susan Ertmer, County Clerk

BASLER TURBO CONVERSIONS, LLC
(GRANTEE)

By: Handwritten signature 12/19/16

By: _____

1 **107-022017**

2

3 **RESOLUTION: Authorize a Capital Project to Repair the Courthouse Roof and Parapet at a Cost**
4 **of \$410,000 and Fund the Project with Bond Proceeds.**

5

6

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

8 **WHEREAS**, the Winnebago County Courthouse roof and parapet have deteriorated to the point that a
9 significant repair project is needed; and

10 **WHEREAS**, the existing waterproof coating has deteriorated and is allowing the underlying masonry to be
11 damaged by moisture; and

12 **WHEREAS**, this deterioration is allowing driving rain to enter the building with resulting leaks to the interior of
13 the building; and

14 **WHEREAS**, it is now necessary to perform significant repairs to the roof and parapet to alleviate future
15 problems.

16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes a capital project to repair the roof and parapet of the Winnebago County Courthouse at a cost not to
19 exceed \$410,000.

20

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

23

24 **Fiscal Impact:** Annual debt service would be approximately \$46,750 per year over the 10-year repayment period for
25 the notes.

26

27 Respectfully submitted by:

28 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

29 Committee Vote: **4-0**

30 Respectfully submitted by:

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: **4-0**

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

34

35 Approved by the Winnebago County Executive this ____ day of _____, 2017.

36

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Mark L Harris
Winnebago County Executive

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RESOLUTION: Authorize a Budget Transfer of \$111,000 to the Tax Refunds Account of the 2016 Winnebago County Budget to Cover Refunds of Property Taxes That Were Determined During 2016 with Part of the Funding Coming from the 2016 Contingency Fund and the Balance to Come from General Fund Balance.

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

- WHEREAS**, state laws allow taxpayers to contest the assessed value of their properties; and
- WHEREAS**, the process of obtaining an adjustment to an assessed valuation can be lengthy; and
- WHEREAS**, if the property owner is successful, the property owner’s assessment is revised and a refund of excess property taxes collected is issued; and
- WHEREAS**, funds must be transferred to cover the tax refunds for adjusted assessments for years 2009-2015; and
- WHEREAS**, the best way to estimate the amount of refunded property taxes during the budget process is to review past history; and
- WHEREAS**, in 2016 Winnebago County, unfortunately, saw a significant increase in these adjusted assessments, thus requiring a much larger amount of tax refunds.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$6,272 from the General Contingency Fund for 2016 (will fully deplete the balance) and a transfer of the balance or \$103,728 from the Undesignated Fund Balance of the General Fund to the Tax Refunds Account of the 2016 Winnebago County Budget to cover the tax refunds due during 2016.

Fiscal Impact: This transfer will fully deplete the 2016 General Contingency Fund Balance and require the use of \$103,728 from the General Fund Undesignated Fund Balance to cover the rest.

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**
Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

1 109-022017

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RESOLUTION: Authorize a Budget Transfer of \$150,000 from the 2016 General Contingency Fund to the Payout Wages and Health Insurance Accounts In the Miscellaneous Unclassified Cost Center of the 2016 Winnebago County Budget to Cover the Accounts' Overruns

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, during 2016 the Payout Wages Account exceeded the budget by \$130,000; and

WHEREAS, these overruns represent sick leave payouts to retiring employees who had balances prior to the termination of the Sick Leave Payout Program in 2005; and

WHEREAS, this line item is very difficult to predict during the budget process because it can fluctuate greatly from year to year; and

WHEREAS, the Health Insurance Account, which represents Winnebago County's share of health care cost reimbursements to employees and retirees in 2015 when the program was active, has exceeded the budgeted amount by \$20,000; and

WHEREAS, although the Health Reimbursement Program terminated at the end of 2015, there were run-off benefits that were not anticipated when the 2016 budget was prepared resulting in a \$20,000 budget overrun; and

WHEREAS, it is now necessary to cover these overages with transfers from the General Contingency Fund.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$150,000 from the 2016 Winnebago County Budget General Contingency Fund to cover the overages, with \$130,000 being transferred to the Payout Wages Account and \$20,000 being transferred to the Health Reimbursement Account of the 2016 Winnebago County.

Fiscal Impact: This will reduce the General Contingency fund balance to \$6,272.

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**
Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

1 110-022017

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3 **RESOLUTION: Appropriate \$250,000 to a Capital Project Fund to Pay for Engineering and Design**
4 **Costs for a Proposed New Mental Health Crisis Service Center and Community-**
5 **Based Residential Facility for the Human Services Department**

6

7

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

9 **WHEREAS**, the Winnebago County Human Services Department currently rents two separate facilities to
10 provide mental health crisis services and to house mental health clients; and

11 **WHEREAS**, the landlords are increasing the annual rents of both facilities to rates that far exceed the
12 comparable amount Winnebago County can levy based on increases in net new construction; and

13 **WHEREAS**, a new facility has been proposed. The new facility would be a 16-bed facility owned by
14 Winnebago County and staffed by County employees (current facilities are staffed by Winnebago County
15 employees); and

16 **WHEREAS**, operating one facility instead of two would result in a staff reduction and these staff would be
17 removed from the County Table of Organization; and

18 **WHEREAS**, a cost benefit analysis was prepared which shows that the facility would pay for itself after 15
19 years (the savings over that period would equal the facility cost); and

20 **WHEREAS**, this information was presented to the Winnebago County Board of Supervisors at its
21 November 15, 2016, meeting; and

22 **WHEREAS**, estimated costs to build the facility are \$3 million.

23
24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
25 appropriates \$250,000 to a Capital Project Fund pay for engineering and design costs for a proposed mental health
26 crisis service center and community-based residential facility.

27
28 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that monies from the General
29 Fund would be utilized to cover these costs with reimbursement from subsequent bond issues.

30
31 **Fiscal Impact:** Annual debt service on this part of the borrowing for the project would be roughly \$28,500 per year
32 over the 10-year repayment of the notes.
33

34
35 Respectfully submitted by:
36 **HUMAN SERVICES BOARD**

36 Committee Vote: **7-0**

37
38 Respectfully submitted by:
39 **PERSONNEL AND FINANCE COMMITTEE**

39 Committee Vote: **4-0**

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

41
42 Approved by the Winnebago County Executive this ____ day of _____, 2017.

43
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45 _____
46 Mark L Harris
Winnebago County Executive

1 111-022017

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3 **RESOLUTION: Authorize the Public Health Department to Accept an \$84,610 Contract from**
4 **United Way of the Fox Cities to Provide Program Management for the Weight of**
5 **the Fox Valley (WOTFV) Project and Appropriate the Funds to Expense Accounts**
6 **in the Public Health Department to Carry Out the Program Management**
7

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

9 **WHEREAS**, obesity is a significant public health issue for residents of Winnebago County; and

10 **WHEREAS**, obesity is a complex issue requiring the involvement of many community sectors; and

11 **WHEREAS**, the Weight of the Fox Valley (WOTFV) Project has recently lost its program manager and;

12 **WHEREAS**, health department staff have expertise in community engagement and food systems and are
13 qualified to provide management services for the Project; and

14 **WHEREAS**, the multi-jurisdictional core team of WOTFV has approved this arrangement; and

15 **WHEREAS**, the United Way of the Fox Cities has awarded an \$84,610 contract to the Winnebago County
16 Health Department to provide management services to the program; and

17 **WHEREAS**, it is beneficial to the residents of Winnebago County for its Health Department to participate in
18 this program.

19

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 authorizes the Winnebago County Public Health Department to accept an \$84,610 contract with the United Way of
22 the Fox Cities to provide program management services to the Weight of the Fox Valley Program.

23

24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds will be applied
25 to expense accounts within the Public Health Department to carry out the program objectives.

26

27 **Fiscal Impact:** This Resolution is cost neutral. Contract funds will cover all County costs of the program.

28

29 Respectfully submitted by:

30 **BOARD OF HEALTH**

31 Committee Vote: **8-0**

32 Respectfully submitted by:

33 **PERSONNEL AND FINANCE COMMITTEE**

34 Committee Vote: **4-0**

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

36

37 Approved by the Winnebago County Executive this ____ day of _____, 2017.

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40 _____
41 Mark L Harris
Winnebago County Executive

1 112-022017

2 **RESOLUTION: Support State Funding for Comprehensive Communicable Disease**
3 **Control**

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

7 **WHEREAS**, the State of Wisconsin has no dedicated, stable Federal and State funding sources for
8 communicable disease control and prevention efforts; and

9 **WHEREAS**, local health departments have placed a high priority on communicable disease control; and

10 **WHEREAS**, communicable disease control is one of the ten essential functions of public health.

11
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
13 urges the Wisconsin State Legislature to develop and enact bipartisan support for funding of comprehensive,
14 sustainable, effective, and evidence-based communicable disease control and prevention for the public's health.

15
16 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the Winnebago County
17 Clerk be directed to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor
18 Scott Walker, and all state legislators that serve constituents within Winnebago County.

19
20 Respectfully submitted by:

21 **LEGISLATIVE COMMITTEE**

22 Committee Vote: **6-2**

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

24

25 Approved by the Winnebago County Executive this ____ day of _____, 2017.

26

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Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Authorize Quit Claim Deed to the City of Neenah for East Half of South**
3 **Approach to the Oak Street Bridge**

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

7 **WHEREAS**, the Oak Street Bridge in the City of Neenah was originally constructed in 1947; and

8 **WHEREAS**, when the Bridge was reconstructed in 2005/2006, maintenance jurisdiction was transferred to
9 the City of Neenah; and

10 **WHEREAS**, for unexplained reasons, fee title to the east half of the south approach to the Oak Street Bridge
11 remains titled to Winnebago County; and

12 **WHEREAS**, the City of Neenah owns and maintains the Oak Street Bridge; and

13 **WHEREAS**, the City of Neenah desires to transfer a small strip of the eastern half of the south approach to
14 the Oak Street Bridge to the adjoining property owner, who will then be responsible for repair of the seawall and
15 maintenance of a fence adjacent to the Bridge; and

16 **WHEREAS**, it is in the best interests of Winnebago County to transfer title of the east half of the south
17 approach to the Oak Street Bridge to the City of Neenah in that the City owns and maintains the Bridge and in that
18 Winnebago County has had no involvement with the Bridge since at least 2006.

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 quit claim title to the east half of the
22 south approach to the Oak Street Bridge to the City of Neenah, and that parcel of property being more specifically
23 described as follows:

24 The east 55 feet of the west 162 feet of Lot 5, Block 5 of Palmer's Map in the First Ward of the
25 City of Neenah, Wisconsin, together with all riparian rights to the Fox River appertaining thereto.
26 This is not a homestead property.

27
28 Respectfully submitted by:
29 **HIGHWAY COMMITTEE**

30 Committee Vote: **5-0**
31 Vote Required for Passage: **Majority of Those Present**

32
33 Approved by the Winnebago County Executive this ____ day of _____, 2017.

34
35 _____
36 Mark L Harris
37 Winnebago County Executive

Parcels 10-365 & 10-366

