

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
ADJOURNED SESSION
TUESDAY, MAY 15, 2018**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, May 15, 2018, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

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

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

- Correspondence:
 - Notice of Claim:
 - Notice of Claim from Progressive Insurance representing insured, Heather Akstulewicz, for damage to her vehicle caused when she hit a concrete sign support near the courthouse on January 22, 2018.
 - Resolutions from Other Counties:
 - Burnett County: Resolution 2018-05 – “To Create a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans”
 - Burnett County: Resolution 2018-10 – “In Support of Increased Public Defender Access and Pay”
 - Door County: Resolution 2018-33 – “Supporting a Constitutional Amendment to Allow Limits on Campaign Contributions and Conducting a Non-Binding Statewide Referendum
 - Zoning Petitions:
 - No. 001 – Springbrook Sportsman's Club, Inc., Town of Omro; tax parcel nos. 016-0288-01 & 016-0289; rezone to A2 for a shooting range.
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the April 17, 2018 Organizational Meeting and the April 24, 2018 County Board meeting
- County Executive's Report
- County Executive's Appointments:
 - Advocap Board of Directors – Supervisors Susan Locke, Michael Norton and Harold Singstock
 - East Central Wisconsin Regional Planning Commission: Robert Schmeichel and Supervisor Kenneth Robl
 - East Wisconsin Counties Railroad Consortium: Supervisor Joel Rasmussen
 - Industrial Development Board: Supervisor Jim Wise
 - UW-Fox Valley Board of Trustees: Supervisors Steven Binder and Tom Snider
 - Winnebago County Housing Authority: Rebecca Hackett
 - Winnefox Library System Board of Trustees: Di-Anne Rengstorf
- County Board Chairman's Report
- Presentation of 2018 Winnebago County Scholarships to:
 - Nya Karner, Oshkosh North High School; Carson Kraus, Lourdes Academy; Evan Kubiak, Neenah High School; Adam McAvoy, Oshkosh North High School; Joshua Porior, Oshkosh West High School; Payton Rahn, Omro High School; Benjamin Schlichting, Oshkosh North High School; Isabel Tobin, Lourdes Academy; and Thomas Urben, Oshkosh North High School
- Presentation of design & costs related to building a 16-bed short-term crisis center (CBRF) – Mike Elder, Director of Facilities and Property Management; representatives from The Boldt Company; and Dr. Bill Topel, Director of Human Services

ZONING REPORTS & ORDINANCES

Report No. 001 – N. Potratz, Inc.; Town of Omro

Amendatory Ordinance No. 05/01/2018 – Rezoning to R-1 Rural Residential for tax parcel nos. 016-0313-02 and 016-0313-01(p)

Report No. 002 – Charles Linde, Town of Black Wolf

Amendatory Ordinance No. 05/02/2018 – Rezoning to R-1, Rural Residential—non-floodplain, for tax parcel no. 004-0408-06

RESOLUTIONS AND ORDINANCES

- Resolution No. 022-052018: Commendation for Connie Olson
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 023-052018: Commendation for Sue Kosup
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 024-052018: Commendation for Kathy Flenz
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 025-052018: Disallow Claim of Advanced Disposal Truck
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 026-052018: Renew Five (5)-Year AlertSense Contract Between AlertSense (f/k/a MyState USA) and Winnebago County to Allow Winnebago County and First Responders to Continue to Notify Citizens of Emergency Situations
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- Ordinance No. 027-052018: Amend Section 11.11 of the General Code of Winnebago County (Amend Appendix A: Winnebago County Public Health Department Permit Fee Schedule)
Submitted by;
BOARD OF HEALTH
- Resolution No. 028-052018: Authorize the Public Health Department to Accept Grants from Five Separate Grant Programs, for a Total of \$56,875, and Appropriate the Funds to Program Expenses
Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 029-052018: Authorize Wisconsin Public Service Corporation to be Granted an Electric Utility Easement Within the Sunnyview Expo Center Stadium
Submitted by;
PARKS & RECREATION COMMITTEE
- Resolution No. 030-052018: Authorize Land and Water Conservation Department to Accept \$10,000 from Ducks Unlimited, Inc. for Technical Assistance and Project Construction Oversight for Phase Two of the Lake Poygan Breakwall Project, and Appropriate the Funds to Capital Outlay Expenses
Submitted by:
LAND CONSERVATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- Resolution No. 031-052018: Authorize the Land and Water Conservation Department to Accept an Additional \$6,358 from the 2018 Soil and Water Resource Management (SWRM) Grant of the Joint Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR)
Submitted by:
LAND CONSERVATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

- Resolution No. 032-052018: Appropriate an Additional \$50,000 to UW Fox Valley Science Wing Boiler Project from General Fund Contingency Account
 Submitted by:
 UW EDUCATION, EXTENSION AND AGRICULTURE COMMITTEE
 FACILITIES & PROPERTY MANAGEMENT COMMITTEE
 PERSONNEL & FINANCE COMMITTEE
- Resolution No. 033-052018: Recognize Butte des Morts as the Honorary County Seat of Government for the Purpose of Conducting the Business of Government on August 11, 2018
 Submitted by:
 TOM SNIDER, District 35
- Resolution No. 034-052018: Request the Wisconsin State Legislature to Require an Audit of the Veterans Trust Fund, Detailing the Revenues Received, All Disbursements from the Veterans Trust Fund and the Amount of Direct Benefits Paid to Veterans for Each Year Since 2014
 Submitted by
 TOM SNIDER, District 35
- Resolution No. 035-052018: Amend the Table of Organization for the Winnebago County Public Health Department
 Submitted by:
 PERSONNEL & FINANCE 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

**Organizational Meeting
April 17, 2018
And
Adjourned Session
April 24, 2018**

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

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

**ORGANIZATION AND ORIENTATION SESSIONS
WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, APRIL 17, 2018**

County Clerk Sue Ertmer called the meeting to order at 6:00 P.M. in the Supervisors' Room, Fourth Floor, Courthouse, Oshkosh, Wisconsin.

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

Present: 36 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Albrecht, Gabert, Binder, Wallin, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Wise, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas.

County Clerk, Sue Ertmer, explained all of the forms that were placed on the Supervisor's desks.

COUNTY EXECUTIVE REPORT

Executive Harris welcomed the new and returning County Board Supervisors. He introduced the new Airport Director, Jim Schell and encouraged Supervisors to introduce themselves to him and welcome him.

OATH OF OFFICE

Judge Karen Seifert administered the oath of office to the Supervisors.

PUBLIC HEARING

No one addressed the Board.

ELECTION OF COUNTY BOARD CHAIRMAN

County Clerk, Sue Ertmer, called for nominations for Chairman of the Winnebago County Board of Supervisors.

Motion by Supervisor Norton to nominate Supervisor Shiloh Ramos as Chairman.

Motion by Supervisor Wingren to nominate Supervisor David Albrecht as Chairman.

Motion by Supervisor Snider and seconded by Supervisor Smith to close nominations. CARRIED BY VOICE VOTE.

Paper ballots were delivered to the Board to cast their vote for Chairman. The ballots were collected and counted. Supervisor Ramos received 20 votes and Supervisor Albrecht received 16 votes. Supervisor Ramos was seated as the Chairman. Chairman Ramos thanked the Board for their support.

ELECTION OF COUNTY BOARD VICE CHAIRMAN

Chairman Ramos called for nominations for Vice Chairman.

Motion by Supervisor Warnke to nominate Supervisor Tom Egan as Vice Chairman.

Motion by Supervisor Snider to nominate Supervisor Jerry Finch for Vice Chairman.

Motion by Supervisor Snider and seconded by Supervisor Smith to close nominations. CARRIED BY VOICE VOTE.

Paper ballots were delivered to the Board to cast their vote for Vice-Chairman. The ballots were collected and counted. Supervisor Egan received 21 votes and Supervisor Finch received 15 votes. Supervisor Egan was seated as the Vice-Chairman. Supervisor Egan thanked the Board for their support.

Motion by Supervisor Norton and seconded by Supervisor Snider to destroy the ballots from the Chairman and Vice-Chairman's elections. CARRIED BY VOICE VOTE

APPOINTMENT OF COMMITTEE ON COMMITTEES

Chairman Ramos appointed himself and the following people to the Committee on Committees: Vice-Chairman Thomas Egan, Supervisors Maribeth Gabert, Michael Norton and Jerry Finch. They will meet at 10:00 a.m. on Friday, April 20, 2018 at the Orrin King Building conference room to make committee assignments.

ORIENTATION SESSION

Chairman Ramos explained the County Board room voting system and asked returning supervisors to assist the new supervisors.

John Bodnar, Winnebago County Corporation Counsel, introduced himself and explained what his office does for

Winnebago County and for the Board of Supervisors. Mr. Bodnar discussed his role as the attorney for Winnebago County. He told the Board that if they have any legal questions about their role as a county board supervisor they should contact him.

Mr. Bodnar distributed copies of the Winnebago County Board of Supervisors Ethics Handbook and explained some of the more common situations that county supervisors could be involved in. He encouraged the board to read this handbook and if they have any questions or concerns, they should contact his office for advice.

Michael Collard, Human Resource Director, explained what forms and paperwork the newly elected supervisors need to file in the Payroll or Finance Departments before they can be paid for their per diem or receive reimbursement for expenses. Mr. Collard also explained the county's health and dental insurance. Forms are available from the Human Resources Department. Do not hesitate to contact them with any questions.

Patty Francour, Information Systems Director, welcomed new and returning supervisors. She explained the intentions for the use of iPads for all county board members. WiFi is available in all county meeting rooms. Ms. Francour reported on the paperwork required to set up the iPads and that training is available through their office. She explained that if all paperwork for new supervisors is turned in, the iPads would be available by the May 1, 2018 special orders meeting. The iPads could replace the remotes that are used at County Board meetings. She went through maintenance procedures regarding the iPads.

At 7:22 p.m., Chairman Ramos called for a brief recess. The Board reconvened at approximately 7:40 p.m.

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 002-042018: Amend Section 7.7 of the Rules of the Winnebago County Board of Supervisors: Resolutions Regarding Proposed State or Federal Legislation

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 7.7 of the Rules of the Winnebago County Board of Supervisors to read as follows: "Any resolution that is presented for the purpose of expressing support or opposition regarding any pending or proposed State or Federal legislation shall require a Two-Thirds vote of those members present for passage."

Submitted by:

AARON WOJCIECHOWSKI, District 16

MICHAEL NORTON, District 20

Motion by Supervisor Wojciechowski and seconded by Supervisor Norton to adopt.

Motion by Supervisor Eisen and seconded by Supervisor Norton to amend line 11 of the resolution to read as follows: "require a simple majority vote of those members present for passage". Vote on Amendment: AYES – 12 - Borchart, Eisen, Ramos, Lenz, Spellman, Wallin, Gordon, Lautenschlager, Norton, Robl, Buck and Locke; NAYES: 24; ABSTAIN: 0; ABSENT: 0. FAILED.

Motion by Supervisor Keller and seconded by Supervisor Ellis to amend line 11 of the resolution to read as follows: "require a three fourths vote of those members present for passage". Vote on Amendment: AYES – 22; NAYES: 14 - Konetzke, Eisen, Lenz, Smith, Spellman, Binder, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Buck, Powers and Snider; ABSTAIN: 0; ABSENT: 0. CARRIED.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

RESOLUTION NO. 003-042018: Amend Section 6.5 of the Rules of the Winnebago County Board of Supervisors to Allow the Public to Offer Comments on Any Matter Over Which the Winnebago County Board has Jurisdiction

WHEREAS, Section 6.5 of the Rules of the Winnebago County Board of Supervisors presently states that "Public comments will be heard by the Board only on those Resolutions and Ordinances on the adopted agenda for that meeting"; and

WHEREAS, your undersigned County Board Supervisors believe that any Winnebago County citizen should have the right to attend any meeting of the Board of Supervisors for Winnebago County and offer comments on any matter over which the Board has jurisdiction.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 6.5 of the Rules of the Winnebago County Board of Supervisors to read as follows:

6.5 Public comments will be heard by the Board on any matter over which this body has jurisdiction, including, but not restricted to, those Resolutions and Ordinances on the adopted agenda for that meeting. If a member of the public raises a subject that does not appear on the meeting agenda, however, no substantive discussion of that subject shall take place by the Board, and any extensive deliberation regarding that subject shall be deferred to a later meeting so that more specific

notice may be given by placing the subject on the agenda. In addition, the Board shall not take any formal action on a subject raised in the public comment period, unless that subject is also identified in the meeting agenda.

Submitted by:
AARON WOJCIECHOWSKI, District 16
BILL WINGREN, District 18
MICHAEL NORTON, District 20

Motion by Supervisor Wojciechowski and seconded by Supervisor Norton to adopt.

Motion by Supervisor Eisen to amend rule 6.5 to read as follows: "Public comments will be heard by the Board on any matter over which this body has jurisdiction, including, but not restricted to, those resolutions and ordinance on the adopted agenda for that meeting, but no discussion or action will be taken". This motion failed for lack of a second.

Motion by Supervisor Wallin and seconded by Supervisor Norton to amend line 25 to read as follows: "...each member of the public would have a maximum of five minutes of talk time". Supervisor Wallin withdrew his first amendment and changed it to read as follows: "...each member of the public would have a maximum of three minutes of talk time". The motion was seconded by Supervisor Norton. Vote on Amendment: AYES – 12 - Brunn, Defferding, Lenz, Smith, Hogan, Gabert, Binder, Wallin, Buck, Powers, Locke and Finch; NAYES – 24; ABSTAIN – 0; ABSENT – 0. FAILED.

Motion by Supervisor Snider and seconded by Supervisor Binder to amend the resolution as follows. On line 20, strike everything after "for that meeting", and insert "a member of the public can suggest items for future agendas, but there can be no debate on that item." Vote on Amendment: AYES – 11 - Brunn, Borchart, Eisen, Defferding, Binder, Robl, Singstock, Locke, Wise, Farrey and Snider; NAYES – 25; ABSTAIN – 0; ABSENT – 0. FAILED.

Vote on Resolution: AYES – 25; NAYES – 11 - Brunn, Albrecht, Gabert, Schorse, Warnke, Robl, Locke, Wise, Finch, Youngquist and Rasmussen; ABSTAIN – 0; ABSENT – 0. CARRIED.

RESOLUTION NO. 004-042018: Amend Section 24.5 of the Rules of the Winnebago County Board of Supervisors to Provide that the Chair of the Emergency Management Committee and the Veteran Service Commission Serve as Members of the Legislative Committee

WHEREAS, Section 24.5 of the Rules of the Winnebago County Board of Supervisors states that the Legislative Committee shall be composed of the Chairperson of most County Board Committees as well as the Human Services Board, the Health Board, the Industrial Development Board, and the Solid Waste Management Board; and

WHEREAS, the Legislative Committee reviews proposed federal and state legislation and administrative regulations that impact Winnebago County; and

WHEREAS, the Legislative Committee also informs area legislators and Wisconsin Legislative Committees of the recommendations of the Winnebago County Board; and

WHEREAS, your undersigned Committee believes it is important that the Chair of the Emergency Management Board and Veterans Service Commission would also contribute to the important legislation and administrative regulations recommended by the Legislative Committee to state legislators.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 24.5 of the Rules of the Winnebago County Board of Supervisors, in pertinent part, to read as follows:

24.5 LEGISLATIVE COMMITTEE

The Committee shall be composed of the chair, or the vice chair in the absence of the chair, of the following committees and boards as well as the County Board Chairman:

The committees listed in Sections 23.1 through 24.4 and 24.6 through 24.12 of these Rules; the Human Services Board; the Board of Health; the Industrial Development Board; the Solid Waste Management Board, and the Veterans Service Commission. . ."

Submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE
MICHAEL NORTON, District 20

Motion by Supervisor Wingren and seconded by Supervisor Norton to adopt.

Motion by Supervisor Wojciechowski and seconded by Supervisor Farrey to strike the "Emergency Management Committee" from Lines 17, 18 and in the title of the resolution. After discussion, Supervisor Farrey withdrew his second to the motion. Supervisor Wojciechowski also withdrew his amendment.

Vote on Resolution: AYES – 30; NAYES – 5 - Brunn, Wingren, Robl, Powers and Wise; ABSTAIN – 1 - Lenz; ABSENT – 0. CARRIED.

RESOLUTION NO. 005-042018: Amend Section 4.4 of the Rules of the Winnebago County Board of Supervisors: Amendments to Annual Budget

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 4.4 of the Rules of the Winnebago County Board of Supervisors to read as follows:

4.4 Proposed changes in the Annual Budget shall be submitted in the form of amendments to the resolution. Said amendments shall be voted on no earlier than 6:00 p.m. nor later than 11:59 p.m. on any day of the Annual Budget Session.

Submitted by:
MICHAEL NORTON, District 20

Motion by Supervisor Norton and seconded by Supervisor Lautenschlager to adopt. After discussion, motion by Supervisor Warnke and seconded by Supervisor Egan to call for the question. CARRIED BY VOICE VOTE.

Vote on Resolution: AYES – 17 - Konetzke, Borchart, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Schorse, Wojciechowski, Gordon, Lautenschlager, Norton, Singstock, Buck, Keller and Joas; NAYES – 19; ABSTAIN – 0; ABSENT – 0. FAILED.

RESOLUTION NO. 006-042018: Amend Section 4.5 of the Rules of the Winnebago County Board of Supervisors: Budget Session

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Section 4.5 of the Rules of the Winnebago County Board of Supervisors to read as follows:

4.5 After all proposed amendments to the budget resolution have been considered by the Board, the budget resolution, as amended, shall be voted upon by the Board no earlier than 6:00 p.m. nor later than 11:59 p.m. on any given day of the Annual Budget Session.

Submitted by:
MICHAEL NORTON, District 20

Motion by Supervisor Norton and seconded by Supervisor Gordon to adopt.

After discussion, motion by Supervisor Warnke and seconded by Supervisor Rasmussen to call for the question. CARRIED BY VOICE VOTE.

Vote on Resolution: AYES – 17 - Konetzke, Borchart, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Binder, Wallin, Gordon, Lautenschlager, Norton, Singstock, Buck, Keller and Joas; NAYES – 19; ABSTAIN – 0; ABSENT – 0. FAILED.

RESOLUTION NO. 001-042018: Adopt the Rules of the Winnebago County Board of Supervisors

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby adopts the Rules of the Winnebago County Board of Supervisors.

Submitted by:
DAVID ALBRECHT, District 11

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

Chairman Ramos reminded all Supervisors to be sure to turn in their Oath of Office along with other required paperwork.

Motion by Supervisor Robl and seconded to adjourn until April 24, 2018 Special Orders Meeting at 6:00 p.m. CARRIED BY VOICE VOTE.

The meeting was adjourned at 9:25 p.m.

Respectfully submitted,
Julie Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie 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 organizational meeting held April 17, 2018.

Julie Barthels
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, APRIL 24, 2018**

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

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

The following Supervisors were present: 35 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Albrecht, Gabert, Binder, Wallin, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Wise, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Joas. Excused: 1 - Snider

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

PUBLIC HEARING

Allen Davis, Director of Community Development for the City of Oshkosh, spoke in favor of Resolution No. 019-042018: "Authorize the Winnebago County Clerk to Publish a Notice of Referendum Regarding the Enactment of Proposed Legislation that Closes "Dark Store" Loopholes". Mr. Davis stated that the City of Oshkosh has passed a resolution in favor of closing dark store loopholes. He would like to make sure that assessors consider comparable sales exhibiting similar highest and best use; market segment; and not abandoned properties.

COMMUNICATIONS AND PETITIONS

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

- Notice of Claim:
 - Notice of Claim from Advanced Disposal Services for damage to their truck from the Winnebago County Transfer Station was referred to the Personnel and Finance Committee
- Resolutions from Other Counties:
 - Grant County: Resolution 66-16 – "To Create a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans" was referred to the Legislative Committee
- Zoning Petitions
 - No. 001 – A zoning request from Nate Potratz, Town of Omro; for tax parcel nos. 016-0313-02 & 016-0313-01(p); to rezone from A2 to R1 for a single family residence was referred to the Planning and Zoning Committee.
 - No. 002 – A zoning request from Charles Linde, Town of Black Wolf; for tax parcel no. 004-0408-06; to rezone from R1 with flood plain to R1 out of flood plain zoning district for construction of a single family dwelling was referred to the Planning and Zoning Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Norton invited everyone to attend the ReThink Annual Legislative Breakfast on Friday, April 27, 2018 at the Myron Construction Room 2 at the Wenzler Center, 1471 McMahon Drive, Neenah, from 7:30 a.m. to 9:00 a.m.

Supervisor Schorse reported on her attendance at a Wisconsin Counties Association orientation education seminar in Stevens Point on January 22, 2018. She felt it to be beneficial to new supervisors and encourages supervisors to visit the Wisconsin Counties Association website to view webinars that are posted there. Ms. Schorse would like to have two of the speakers, Attorney VonVriesen, along with Mark O'Connell, present their topic on County Government Authority Administrative Structure Options and Roles of County Board Members.

Supervisor Farrey, Supervisor Finch and Chris Kniep met with Nancy Barker, retired County Board Supervisor, to present her with a plaque in recognition of her service to Winnebago County on the Land Conservation Committee and the University of Wisconsin Education, Extension and Agriculture Committee. She is doing well and was very appreciative of receiving the plaque. The plaque will be displayed at the JP Coughlin Center.

Supervisor Finch reported on a park tour in the near future. He will have more information after the next Park and Recreation Committee meeting. He encouraged Supervisors to contact Rob Way or Vicky Redlin in the Parks Department if they are interested in attending.

Supervisor Finch reported that the property being considered for a dog park in the Town of Neenah is no longer available. Supervisor Finch, Rob Way, Director of Parks; and Sheriff John Matz looked at another area of interest for a dog park.

Supervisor Finch invited supervisors to attend the ReThink breakfast.

Supervisor Lautenschlager, his wife and Supervisor Norton enjoyed dinner at Benvenuto's. Ten percent of the

price of their meal will benefit the Winnebago County Dog Park program.

Motion by Supervisor Farrey and seconded by Supervisor Ellis to approve the proceedings from the March 20, 2018 county board meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Mark Harris spoke in favor of Resolution No. 019-042018 "Authorize the Winnebago County Clerk to Publish a Notice of Referendum Regarding the Enactment of Proposed Legislation that Closes "Dark Store" Loopholes".

Executive Harris encouraged the board to give fair consideration to Resolution No. 016-042018 "Amend the Table of Organization for the Winnebago County Highway Department and Authorize Adjustment of Labor Costs with Corresponding Revenues".

COUNTY EXECUTIVE'S APPOINTMENTS

Local Emergency Planning Commission

Executive Harris asked for the Board's approval of his appointments of Jake Biggar, Covanta Environmental Solutions; Allison Vaccaro, Bemis Specialty Films; and Michael Erdman, Airgas to the Local Emergency Planning Commission. Mr. Biggar's term will expire on December 31, 2019; Ms. Vaccaro's term will expire December 31, 2018; and Mr. Erdman's term will expire on December 31, 2018.

Motion by Supervisor Farrey and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

Menasha Library Board

Executive Harris asked for the Board's approval of his re-appointments of Joseph Franzoi, 514 Racine Street, Menasha, to the Menasha Library Board. This is a three-year term which will expire on June 30, 2021.

Motion by Supervisor Farrey and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Snider asked to be excused from tonight's meeting. Chairman Ramos encouraged Supervisors to check their e-mails regarding the Wisconsin Counties Association Conference to be held in September.

Chairman Ramos asked for approval of the Committee on Committee Appointments. Motion by Supervisor Farrey and seconded by Supervisor Norton to approve. CARRIED BY VOICE VOTE.

Motion by Supervisor Finch and seconded by Supervisor Konetzke to recess for fifteen minutes to elect committee officers. CARRIED BY VOICE VOTE.

A brief recess was taken to appoint Committee officers.

The meeting reconvened and the committee officers were announced.

COMMITTEE ON COMMITTEE APPOINTMENTS

The Committee on Committees' appointments and officers are as follows:

Aviation Committee

Maribeth Gabert (C)
Harold Singstock (VC)
Larry Lautenschlager (SEC)
Tom Konetzke
Robert Warnke

Facilities & Property Management Committee

Robert Keller (C)
Thomas Egan (VC)
Bill Wingren (SEC)
Andy Buck
Jim Wise

Emergency Management Committee

Paul Eisen (C)
Lawrence Smith (VC)
Timothy Hogan (SEC)
Tom Ellis
Bill Wingren

Highway Committee

Ken Robl (C)
David Albrecht (VC)
Robert Warnke (SEC)
Thomas Egan
Chuck Farrey

Information Systems Committee

Judiciary & Public Safety Committee

Aaron Wojciechowski (C)
Steve Lenz (VC)
Jesse Wallin (SEC)
Larry Smith
Rachel Youngquist

Bill Wingren (C)
Tom Ellis (VC)
Lawrence Smith (SEC)
Paul Eisen
Timothy Hogan

Land Conservation Committee

Chuck Farrey (C)
Tom Snider (VC)
Steve Binder (SEC)
Julie Gordon
Ben Joas

Park View Health Center Committee

Tom Ellis (C)
Maribeth Gabert (VC)
Larry Lautenschlager (SEC)
Shiloh Ramos
Bill Wingren

Parks & Recreation Committee

Jerry Finch (C)
Tom Konetzke (VC)
Mike Norton (SEC)
Steve Binder
Larry Lautenschlager

Personnel & Finance Committee

Joel Rasmussen (C)
Harold Singstock (VC)
Vicki Schorse (SEC)
David Albrecht
Stephanie Spellman

Planning & Zoning Committee

Thomas Egan (C)
Maribeth Gabert (VC)
Robert Keller (SEC)
Brian Defferding
Ben Joas

UW Education, Extension & Agriculture Committee

Tom Snider (C)
Steve Binder (VC)
Karen Powers (SEC)
Thomas Borchart
Michael Brunn

ZONING REPORTS & ORDINANCES

No Zoning for this month.

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 007-042018: Commendation for Donald O'Krueg

WHEREAS, Donald O'Krueg has been employed with the Park View Health Center for the past twenty-four (24) years, and during that time has been a most conscientious and devoted County employee; and
WHEREAS, Donald O'Krueg has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge his years of service.

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

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Donald O'Krueg.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 008-042018: Disallow Claim of Wisconsin Public Service (WPS)

WHEREAS, your Personnel and Finance Committee has had the claim of Wisconsin Public Service (WPS) referred to it for attention; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Wisconsin Public Service (WPS), filed with the County Clerk on February 7, 2018, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 009-042018: Request Authority to Apply to American Transmission Company for a Tree Planting Grant

WHEREAS, the American Transmission Company's (ATC) Tree Planting Grant Program is accepting applications from municipalities for a \$5,000 grant to help fund the planting of trees; and

WHEREAS, the program's focus is to help improve a community's canopy diversity; and

WHEREAS, the Winnebago County Parks Department is interested in applying for the grant funding; and

WHEREAS, grant funding awarded by ATC to Winnebago County would be directed towards the introduction of an assortment of different tree species within the Community Park to help compensate for the anticipated loss of several hundred ash trees due to emerald ash bore (EAB).

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to submit an application on behalf of Winnebago County to the American Transmission Company (ATC) for any financial aid that may be available from the company's Tree Planting Grant Program to assist Winnebago County in planting trees in the Community Park to replace ash trees infected with the emerald ash bore.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that any funds that may be derived from the award of an American Transmission Company Tree Planting Grant will thereafter be directed towards activities involving the planting of tree stock within the Winnebago County Community Park.

Submitted by:
PARKS AND RECREATION COMMITTEE

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

RESOLUTION NO. 010-042018: Authorize the Establishment of an Oshkosh-Area Community Foundation Pass-Through Fund to Facilitate the Installation of the Historic Winnebago County Fairgrounds Entry Arch and Gates with Surrounding Landscaping

WHEREAS, an Arch was erected in 1927 to embellish the entranceway to the Winnebago County Fairgrounds at its former location on the corner of Murdock Avenue and Jackson Street within the City of Oshkosh; and

WHEREAS, the Arch was removed from the former grounds and has just recently been returned to Winnebago County; and

WHEREAS, the Arch will provide a focal point encompassing the history of the Winnebago County Fair at the Sunnyview Exposition Center when returned to its rightful place; and

WHEREAS, additional funding is needed to provide for the bricks, mortar, and plants incorporated into the design plan which has already been completed by an engineering consultant; and

WHEREAS, in order to take full advantage of this opportunity to re-erect the historic Arch, it will be necessary to draw upon the generosity of parties throughout the area willing to donate funds towards completing this task; and

WHEREAS, Winnebago County desires to create an Acorn Fund for the benefit of the Arch installation project to which donors may make gifts to help complete said project; and

WHEREAS, the Oshkosh Area Community Foundation Inc, a non-profit, charitable foundation, has funds available for such projects which may be established for the period of time necessary to raise the necessary amount of \$5,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the creation of an Acorn Fund within the Oshkosh Area Community Foundation whereby donors may donate to said fund for the purpose of providing for the supplies necessary to complete the installation of the Arch and its gates and the surrounding landscaping of the immediate area around the Arch.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that hereby approves the acceptance and appropriation of donations to Winnebago County from the Oshkosh Area Community Foundation for the Arch project.

Submitted by:
PARKS AND RECREATION COMMITTEE

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

RESOLUTION NO. 011-042018:

Authorize a Transfer of \$245,000 from the Winnebago County Property and Liability Insurance Fund to the Winnebago County Park Capital Outlay Account in the General Fund for the Purpose of Rebuilding the Community Park Soccer Shelter

WHEREAS, the County has recently accepted a reimbursement payment of \$245,000 from its property insurance company as the claim settlement intended to cover the cost of rebuilding the Community Park Soccer Shelter according to original specifications with code updates included; and

WHEREAS, the Parks & Recreation and Personnel & Finance Committees have determined that in order to facilitate restoration of the needed services supplied by the availability of a Soccer Shelter within the Soccer Complex, it is recommended that the insurance claim settlement of \$245,000 be transferred from the Winnebago County Property and Liability Insurance Fund and placed into the Winnebago County Parks Capital Outlay Account in the General Fund in order to address costs related to rebuilding of the Soccer Shelter in a manner matching that of the original 1992 structure with code updates included.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$245,000 to be transferred from the Winnebago County Property and Liability Insurance Fund and placed into the Winnebago County Parks Capital Outlay Account in the General Fund in order to address costs related to rebuilding of the Soccer Shelter in a manner matching that of the original 1992 structure with code updates included.

Submitted by:

PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Norton to adopt. Vote on Resolution: AYES – 35; NAYES – 0; ABSTAIN – 0; ABSENT – 1 Snider. CARRIED.

RESOLUTION NO. 012-042018:

Appropriate the Transfer of \$25,000 from the Winnebago County General Fund Undesignated Fund Balance Account to the Winnebago County Park Capital Outlay Account

WHEREAS, Winnebago County has experienced a tragedy with the loss of the Community Park Soccer Shelter and will soon engage in efforts to rebuild the structure; and

WHEREAS, Winnebago County has recently accepted payment of \$245,000 from its property insurance company as the claim settlement intended to cover the cost of rebuilding the Soccer Shelter according to original specifications with code updates included; and

WHEREAS, upon consulting with a local architectural firm and reviewing the results of research the firm accumulated, it was determined that the \$245,000 claim settlement may prove to be insufficient in meeting the expected costs associated with rebuilding the Soccer Shelter in a way that matches the original 1992 construction; and

WHEREAS, the Parks & Recreation and Personnel & Finance Committees have determined that in order to address the anticipated shortage in funding required to rebuild the Soccer Shelter, it will be necessary that contingency funding totaling \$25,000 be transferred from Winnebago County's Undesignated Fund Account to the Winnebago County Parks Capital Outlay Account in order to address costs related to the aforementioned shortfall in monies necessary to rebuild the Soccer Shelter.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$25,000 from the General Fund Undesignated Fund Balance to the Winnebago County Parks Capital Outlay Account in order to address an anticipated shortfall in the \$245,000 fund balance presently available for rebuilding the Soccer Shelter at the Winnebago County Community Park.

Submitted by:

PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Powers to adopt.

Motion by Supervisor Farrey and seconded by Supervisor Norton to amend the title of the resolution and lines 18, 23 and 27 to increase the funding from \$25,000 to \$50,000.

Vote on Amendment: AYES – 23; NAYES – 12 - Brunn, Defferding, Albrecht, Gabert, Wallin, Schorse, Warnke, Singstock, Rasmussen, Keller, Egan and Joas; ABSTAIN – 0; ABSENT – 1 - Snider. CARRIED.

Vote on Resolution as Amended: AYES – 29; NAYES – 6 - Defferding, Albrecht, Schorse, Warnke, Singstock and Joas; ABSTAIN – 0; ABSENT – 1 Snider. CARRIED.

RESOLUTION NO. 013-042018: Authorize Execution of a Ground Lease Agreement Between Winnebago County and Oshkosh Youth Soccer Club

WHEREAS, it is acknowledged that for almost 35 years the youth of Winnebago County have experienced substantial benefits from the presence of the Oshkosh Youth Soccer Club (OYSC) within the Community Park and the preeminent role it has played in being the chief promoter and organizer of soccer programming activities at that facility; and

WHEREAS, because of the role that OYSC has voluntarily assumed over its 35 years of partnering with the Winnebago County Parks Department in maintaining the soccer fields, circumstances have required that the OYSC keep a store of materials and equipment on hand within the soccer shelter in order to accomplish an array of tasks associated with said field maintenance; and

WHEREAS, although there is inestimable misfortune associated with the loss of the soccer shelter, the situation has also presented a degree of opportunity for the involved parties to be able to address the static problem that OYSC has encountered over the years with the absence of adequate space inside the soccer shelter for storage of field preparation materials and equipment; and

WHEREAS, building of a metal pole building near the soccer shelter to serve as a storage garage would vastly improve the operational functions of the OYSC by eliminating the need to dedicate a sizeable portion of the interior of the soccer shelter towards securing OYSC's field maintenance equipment and operational supplies; and

WHEREAS, OYSC has indicated a need and desire to commit its resources towards the building of an 18' X 20' storage garage within the Soccer Complex and to subsequently commit the organization to assuming all responsibilities associated with the funding, planning, building, and maintaining of the aforementioned storage garage; and

WHEREAS, building a separate storage garage would not only facilitate removal of OYSC's field prep equipment and materials from the soccer shelter, but it would also allow the existing storage space to be reassigned to serving as an auxiliary food storeroom and preparation area to help support OYSC's concession operations; and

WHEREAS, providing OYSC the aforementioned storeroom would not only permit the organization to transfer its food, condiments, utensils and prep equipment to a secure setting, such action would also free-up use of the front kitchen area and henceforth allow it to be made available for rental use by other parties according to a yearly schedule of available dates mutually agreeable to by both OYSC and Winnebago County; and

WHEREAS, under the terms of a proposed twenty (20) year ground lease agreement Winnebago County would make available for good and valuable consideration of a lease payment of one dollar (\$1.00) per year, a specified amount of property within the Soccer Complex for the purpose of accommodating placement of an 18' X 20' metal pole building that would be owned by OYSC and serve as a storage garage dedicated to accommodating OYSC's soccer field maintenance operations and programming supplies; and

WHEREAS, it is proposed that at the conclusion of the aforementioned twenty (20) year term Winnebago County would be given free title of the storage garage and the surrounding five foot pathway encompassing it unless, by mutual agreement, the County and OYSC would elect to extend the terms of the ground lease agreement.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors that it hereby authorizes that the Winnebago County Executive and the Winnebago County Clerk be and they hereby are authorized to execute a ground lease agreement between Winnebago County and Oshkosh Youth Soccer Club for the purpose of building an Oshkosh Youth Soccer Club storage garage within the Winnebago County Community Park Soccer Complex.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the granting of said ground lease for a term of twenty (20) consecutive years for good and valuable consideration of a lease payment of one dollar (\$1.00) per year for the duration of said lease.

BE IT FURTHER RESOLVED that a copy of the Oshkosh Youth Soccer Club Ground Lease Agreement shall be made available upon request to either the Winnebago County Corporation Counsel or the Parks and Recreation Department.

Submitted by:
PARKS AND RECREATION COMMITTEE

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

RESOLUTION NO. 014-042018: Authorize the Public Health Department to Accept Grant Funds or Adjustments from Six Separate Grant Programs, Totaling \$113,166, and Appropriate the Funds to Program Expenses

WHEREAS, the Winnebago County Public Health Department received grant funds or adjustments from six separate grant programs to include the following: Department of Transportation Car Seat Grant, Human Services Older Adult Grant, Department of Justice Overdose Fatality Grant, Department of Health Services Refugee Grant, Hospital

Preparedness Grant, and Immunization Grant; and

WHEREAS, the Department of Transportation Grant, Older Adult Grant, and Hospital Grant are contract adjustments that allow the Public Health Department to provide additional services; and

WHEREAS, the Refugee Grant and Immunization Grant are contract adjustments to decrease budget estimated contract amounts; and

WHEREAS, the Overdose Fatality Review Grant is a new funding source to allow additional work to help identify opportunities to prevent overdose related deaths in Winnebago County and beyond; and

WHEREAS the Hospital Grant is a pass-through grant for which Winnebago County is the fiscal agent. The Health Care Coalition is the agency that manages the Program, which gives approval to various hospitals and other health care providers to purchase emergency preparedness equipment, and which is then reimbursed through the Hospital Grant; and

WHEREAS, the total funds from these other grants exceed the totals included in the 2018 Budget, and at the time the 2018 Budget was prepared, the amounts of these funds were estimated as the amounts were unknown; and

WHEREAS, accepting the additional funding and applying the funds to Program expenses would be beneficial to the residents of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Public Health Department to accept additional grant funding totaling \$113,166 and appropriate the funds to Program expenses in order to meet the Grant Programs' objectives as outlined in the attached Public Health Grants Adjustment, incorporated herein by reference and made a part of this Resolution.

Submitted by:

BOARD OF HEALTH

PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 015-042018: Amend the Table of Organization for the Winnebago County Health Department

WHEREAS, the Winnebago County Health Department's Table of Organization currently provides for ten (10) full-time and three (3) part-time Public Health Nurse positions, and four (4) full-time Educator—Health positions; and

WHEREAS, one (1) full-time Public Health Nurse position is currently vacant as a result of a retirement; and

WHEREAS, the responsibilities of the Healthy Lifespan Division of the Health Department have evolved to a point where that Division needs greater expertise in community partnership and engagement to more effectively address the needs of our new parent, child, and older adult populations; and

WHEREAS, such expertise may be better provided through the classification of an Educator—Health position rather than a Public Health Nurse position; and

WHEREAS, the Public Health Nurse position is in Grade 24 of the Winnebago County Compensation Schedule, while the Educator—Health position is in Grade 22, so that replacing one (1) Public Health Nurse position with an Educator—Health position will produce a modest savings to Winnebago County and will not require any transfer of funds for the 2018 budget.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the Table of Organization for the Winnebago County Health Department, effective immediately, by deleting one (1) full-time Public Health Nurse position and adding one (1) full-time Educator—Health position, so that the 2018 Table of Organization will include nine (9) full-time and three (3) part-time Public Health Nurse positions and five (5) full-time Educator-Health positions.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 016-042018: Amend the Table of Organization for the Winnebago County Highway Department and Authorize Adjustment of Labor Costs with Corresponding Revenues

WHEREAS, currently two (2) Highway Maintenance Superintendent positions directly supervise fifty-three (53) other Highway Department employees in addition to working with state and town officials, monitoring county and state highways, assessing needs, and managing construction and maintenance projects; and

WHEREAS, there is a need to add supervisory positions in the Highway Department to provide more direct supervision of employees, improve communications, efficiently allocate crews and equipment, and reduce the workload of superintendents; and

WHEREAS, the leadership currently provided by the foreman positions can be provided partly by the new supervisory positions and partly by designating equipment operators, when necessary, to serve as crew leaders, with a temporary addition in pay to apply to hours worked as a crew leader; and

WHEREAS, the Bridge and Engineering Manager is required to spend a majority of his time supervising bridgetenders and managing state, county, and local bridge maintenance; and an engineering technician position is needed in order to provide construction staking, right of way marking, and field permit review, as well as maintaining the GIS database and other related job functions.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that it hereby amends the Table of Organization for the Winnebago County Highway Department as follows:

<u>Full-Time Positions</u>	<u>Current</u>	<u>Change</u>	<u>Proposed</u>
Highway Maintenance Supervisor	0	+3	3
Foreman	5	-5	0
Equipment Operator II	9	+2	11
Equipment Operator I	38	+3	41
Engineering Technician	0	+1	1

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that, with respect to the Highway Maintenance Supervisor and Engineering Technician positions, the foregoing changes are effective May 1, 2018.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that, with respect to the Foreman and Equipment Operator positions, the foregoing changes will become effective through attrition, so that whenever a Foreman position becomes vacant for any reason it will be replaced with an Equipment Operator I or II position, with the Equipment Operator I positions being created before the Equipment Operator II positions.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a pay differential of \$1.00 per hour may be authorized when it is necessary to appoint a crew leader in situations when a supervisor or foreman is not available.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that, to accommodate these changes, the 2018 Labor and Fringe Benefit Accounts in the Highway Enterprise Fund will be increased by a total of \$227,401, and the internal and external revenue accounts in the Highway Enterprise Fund will be increased by the same amount.

Submitted by:
HIGHWAY COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Robl and seconded by Supervisor Finch to adopt.

Motion by Supervisor Eisen and seconded by Supervisor Joas to refer this resolution back to the committee.

Vote to Refer Back: AYES – 21; NAYES – 14 - Borchart, Lenz, Smith, Albrecht, Wojciechowski, Gordon, Lautenschlager, Warnke, Robl, Singstock, Farrey, Rasmussen, Keller and Egan; ABSTAIN – 0; ABSENT – 1 - Snider. CARRIED.

This resolution was referred back to the Highway Committee.

RESOLUTION NO. 017-042018: Appropriate an Additional \$50,000 to the Facilities Courthouse Relocation Project from General Fund Contingency Account

WHEREAS, the Facilities Courthouse Relocation project was originally budgeted to cost \$\$6,665,000; and

WHEREAS, the project cost to date is approximately \$6,662,345; and

WHEREAS, the project was originally funded with a 7.5% contingency reserve instead of the customary 10% contingency reserve; and

WHEREAS, the project has not been completed and additional unforeseen conditions may occur requiring changes to the scope of work necessary to complete the project; and

WHEREAS, the project would be delayed pending funding approval once the contingency reserve is exhausted resulting in higher project costs.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby appropriates an additional \$50,000 to the Facilities Courthouse Relocation project from the General Fund Contingency Account.

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

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

ORDINANCE NO. 018-042018:**Amend Section 21.05(3)(e)-(g) of the General Code of Winnebago County: Agricultural Land Rates for Wittman Regional Airport to Comply with FAA Grant Assurances**

WHEREAS, your undersigned Committee is of the opinion that it would be in the best interests of Winnebago County to rent land at Wittman Regional Airport for agricultural cultivation purposes pursuant to a sealed –bid process rather than by an established annual per acre rate.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Supervisors of the County of Winnebago that Section 21.05(3)(e)-(g) of the General Code of Winnebago County be amended to read as follows:

21.05 RATES AND CHARGES

(3) LAND RENTAL RATES. Land on the premises of Wittman Regional Airport, subject to approved developmental and use criteria, shall be rented at the following rates:

- | | |
|---|---|
| ... (e) Land for unrestricted agricultural cultivation purposes | \$100.00/acre/yr
As established by a sealed-bid process |
| (f) Land for restricted agricultural cultivation purposes | \$100.00/acre/yr
As established by a sealed-bid process |
| (g) Land restricted to the cultivation of hay only | \$100.00/acre/yr
As established by a sealed-bid process |

BE IT FURTHER ORDAINED by the County Board of Supervisors for the County of Winnebago that this amendment shall become effective on the date after its publication and shall apply to any applicable leases expiring after the effective date of this amendment.

Submitted by:

AVIATION COMMITTEE

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

RESOLUTION NO. 019-042018:**Authorize the Winnebago County Clerk to Publish a Notice of Referendum Regarding the Enactment of Proposed Legislation that Closes “Dark Store” Loopholes**

WHEREAS, each time a big box retailer gets a Dark Store tax break, homeowners, small businesses, and other property owners have to pick up a greater share of the property tax levy. Over the past several months, municipal, county, city, and town officials have been in contact with state legislators testifying against the Dark Store tax loophole in order to avoid a property tax burden shifting to other tax pay entities such as residential homeowners and other businesses and/or cuts in essential services provided by an affected municipality. Unless the Dark Store loopholes are closed, residents will realize the impact when they receive their property tax bills in the mail in December 2018; and

WHEREAS, § 59.52(25), Wis Stats, allows for a county board to conduct a county-wide referendum for advisory purposes. A county-wide advisory referendum on the issue of Dark Stores would provide guidance to the state legislature as to the will of the Winnebago County electorate on this issue. This resolution seeks authorization to conduct such a county-wide advisory referendum.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes Winnebago County to conduct a county-wide advisory referendum to appear on ballots during the November 2018 general election; and that a concise statement of the question be given and shall read as follows:

Question: Should the state legislature enact proposed legislation that closes the Dark Store loopholes, which currently allow commercial retail properties to significantly reduce the assessed valuation and property tax of such properties, resulting in a substantial shift in taxes levied against other tax paying entities, such as residential home owners, and/or cuts in essential services provided by an affected municipality?

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Corporation Counsel to prepare a Notice of Referendum to be published by the Winnebago County Clerk in accordance with statutory requirements.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that this Resolution and the referendum shall be filed with the Winnebago County Clerk no later than 70 days prior to the election at which the question will appear on the ballot.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this resolution to the Winnebago County Corporation Counsel and the

Winnebago County Executive in accordance with statutory requirements.

Submitted by:

AARON WOJCIECHOWSKI, District 16

JULIE GORDON, District 17

LARRY LAUTENSCHLAGER, District 19

MIKE NORTON, District 20

ANDY BUCK, District 26

JERRY FINCH, District 28

Motion by Supervisor Wojciechowski and seconded by Supervisor Gordon to adopt. Vote on Resolution: AYES – 28; NAYES – 7 - Brunn, Defferding, Hogan, Albrecht, Warnke, Youngquist and Rasmussen; ABSTAIN – 0; ABSENT – 1 - Snider. CARRIED.

RESOLUTION NO. 020-042018: Honor the Life and Service of Peggy Ann Lautenschlager

WHEREAS, Peggy Ann Lautenschlager of Fond du Lac, Wisconsin, died on March 31, 2018, after a long and courageous battle with cancer that began almost 14 years earlier; and

WHEREAS, Peg Lautenschlager and Bill Rippl, her husband of 29 years, were residents of Fond du Lac County; and

WHEREAS, Peg Lautenschlager was the first woman to serve as District Attorney for Winnebago County after being appointed to that position by the Governor in 1985 and elected the following year; and

WHEREAS, in 1989 Peg Lautenschlager was elected to the Wisconsin State Assembly where she represented the Fond du Lac area until 1993; and

WHEREAS, in 1993 Peg Lautenschlager was appointed by President William J Clinton to serve as US Attorney for the Western District of Wisconsin; and

WHEREAS, during her tenure she was the first citizen from the State of Wisconsin to serve on the Attorney General's Advisory Committee, serving under US Attorney Janet Reno; and

WHEREAS, in 2002 Peg Lautenschlager was elected to serve as Wisconsin's 42nd Attorney General where she was the first woman to ever be elected to that position; and

WHEREAS, Peg Lautenschlager was a fiercely independent individual, was fun-loving and down to earth, and was a gifted orator. Peg was a mentor and friend to numerous individuals who wanted to serve their communities; and

WHEREAS, Peggy Ann Lautenschlager has made a lasting impact on the lives of many in the community, county, and State of Wisconsin.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby recognizes and honors the work of Peggy Ann Lautenschlager in Winnebago County and the State of Wisconsin.

Submitted by:

AARON WOJCIECHOWSKI, District 16

JULIE GORDON, District 17

LARRY LAUTENSCHLAGER, District 19

KAREN POWERS , District 25

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

RESOLUTION NO. 021-042018: Amend Section 8.0 of the Rules of the Winnebago County Board of Supervisors to Go Paperless

WHEREAS, Section 8.0 of the "2016-2018 RULES OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS" covers rules regarding procedures for written agendas; and

WHEREAS, according to the 2018 Executive Budget, in 2014, 2015, 2016, and 2017, the County Clerk's office spent roughly \$5000 dollars annually on printing and postage, not including the costs of labor, paper, and postage from other departments/committees; and

WHEREAS, in 2015 the County Board approved the purchase of iPads in an effort to reduce paper usage; and

WHEREAS, on September 10th, 2014 the Information Systems Committee recommended that "electronic meeting packets will replace paper material. Paper county board, committees, boards and commissions' packets will no longer be distributed to County Board Supervisors following the adoption of the tablets. Tablet adoption may be phased in over two years, but shall be 100% by April 2016"; and

WHEREAS, it was reported as of 10/11/17 that 25 County Board Supervisors and 7 others still received hard copies of County Board packets; and

WHEREAS, it was also reported as of 10/11/17 that 25 County Board Supervisors and 28 others/public citizens received hard copies of County Board agendas; and

WHEREAS, going paperless would promote sustainability and fiscal responsibility in Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends section 8.3 of the RULES OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS to read as follows:

“This Agenda, along with appropriate attachments, shall be emailed at least seven days before the Board meeting.”

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby amends section 8.4 of the RULES OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS to read as follows:

“After the Agenda has been emailed, an item may be added and an Amended Agenda sent out only if there would be a negative monetary impact to the County if it waited until the next meeting of the County Board. If waiting until the next County Board meeting would not negatively impact the County, the item must wait until the next meeting.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby amends section 8.6 of the RULES OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS to read as follows:

“A copy of the agenda shall also be emailed to all Town Clerks, Village Clerks and City Clerks.”

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a grace period of two meetings will be set in place. Following the June 19, 2018 meeting, County Board documents including but not limited to county board, committees, boards and commissions packets will no longer be mailed.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that accommodations will be made for those who claim a disability, health, and/or medical problem that will prohibit them from receiving materials electronically.

Submitted by:

AARON WOJCIECHOWSKI - District 16

RACHEL YOUNGQUIST - District 29

Motion by Supervisor Wojciechowski and seconded by Supervisor Norton to adopt.

Motion by Supervisor Hogan and seconded by Supervisor Ellis to amend line 28 to read as follows: “the Board meeting, unless a paper copy is requested.”

Motion by Supervisor Lenz and seconded by Supervisor Norton to refer this resolution back to the Information Systems Committee. Vote to Refer Back: AYES – 26; NAYES – 9 - Konetzke, Hogan, Gordon, Wingren, Lautenschlager, Warnke, Robl, Farrey and Keller. ABSTAIN – 0; ABSENT – 0. CARRIED.

Chairman Ramos commended and thanked Corporation Counsel John Bodnar for his service to Winnebago County and to the Winnebago County Board of Supervisors. Mr. Bodnar thanked the board for letting him serve the board. Mr. Bodnar received a standing ovation.

Motion by Supervisor Robl and seconded by Supervisor Finch to adjourn until the May 1, 2018 special orders meeting at 6:00 p.m. The meeting was adjourned at 8:29 p.m.

Submitted by:

Julie A. Barthels

Winnebago County Deputy Clerk

State of Wisconsin)

County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held April 24, 2018.

Julie A. Barthels

Winnebago County Deputy Clerk

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Re-appointments to **ADVOCAP BOARD OF DIRECTORS**

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

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

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

Harold Singstock
229 N. Meadow St.
Oshkosh, WI. 54902

These are two (2) year terms which will expire April 20, 2020.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Advocap Board of Directors

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Re-appointments to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**

Subject to your approval, I am hereby making the following re-appointments to the **EAST CENTRAL WISCONSIN REGIONAL PLANNING COMMISSION**.

Robert Schmeichel
1600 Breezewood Lane
Necanah, WI. 54956

Kenneth Robl
379 Foster St.
Oshkosh, WI. 54902

These are two (2) year terms which will expire April 30, 2020.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
East Central Wisconsin Regional Planning Commission

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Re-appointment to the **EAST WISCONSIN COUNTIES RAILROAD CONSORTIUM**

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

Joel Rasmussen
3297 Creek Side Dr.
Oshkosh, WI. 54904

This is a two (2) year term which will expire April 21, 2020.

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


Mark L. Harris, County Executive

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

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Appointment to the **INDUSTRIAL DEVELOPMENT BOARD.**

Subject to your approval, I am hereby making the following appointment to the
INDUSTRIAL DEVELOPMENT BOARD.

Jim Wise
1311 Frances Way
Menasha, WI. 54952

Mr. Wise will fill the unexpired term of George Scherck whose term will expired April 20, 2020.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Industrial Development Board

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Appointment and re-appointment to the **UW-FOX VALLEY BOARD OF TRUSTEES**

Subject to your approval, I am hereby making the following appointment and re-appointment to the **UW-FOX VALLEY BOARD OF TRUSTEES**.

Steven Binder
4010 Summerview Drive
Oshkosh, WI. 54901

Tom Snider
6450 Breeze St.
Winneconne, WI. 54986

Mr. Binder will replace George Scherck whose term had expired,

These are two (2) year terms which will expire April 21, 2020.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
UW-Fox Valley Board of Trustees

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Re-appointment to the **WINNEBAGO COUNTY HOUSING AUTHORITY**

Subject to your approval, I am hereby making the following re-appointment to the **WINNEBGO COUNTY HOUSING AUTHORITY**.

Rebecca Hackett
1618 Sheridan St.
Oshkosh, WI. 54901

This is a five (5) year term which will expire April 18, 2023.

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

A handwritten signature in cursive script, reading "Mark L. Harris".

Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Winnebago County Housing Authority

MARK L. HARRIS
County Executive

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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: May 15, 2018
SUBJECT: Appointment to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**

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

Di-Anne Rengstorf
319 Parkway Drive
Winneconne, WI. 54986

Ms. Rengstorf will replace Jeff Jensen who resigned. This term will expire December 31, 2018.

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

5/15/2018

Report No: 001

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2018-ZC-4470 filed with the County Clerk by:

N POTRATZ LLC, Town of OMRO and referred to the Planning and Zoning Committee on 4/24/2018 and

WHEREAS, a Public Hearing was held on 4/25/2018, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: N POTRATZ LLC
Agent(s):

Location of Premises Affected: 5369 LEONARD POINT RD
OMRO, WI 54963

Legal Description: Part of Lot 1 of CSM-6898, being a part of the NE 1/4 of the SE 1/4, Section 11, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-031302, 016-0313-01 (p)

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

WHEREAS,

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

WHEREAS, we received notification from the Town of OMRO recommending Approval
And

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

The Town of OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: 1. Town does have an adopted plan. 2. Action does agree with Town Plan.

1. The Town of Omro has approved.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 05/01/18

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4470 as follows:

Part of Lot 1 of CSM-6898, being a part of the NE 1/4 of the SE 1/4, Section 11, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

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

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

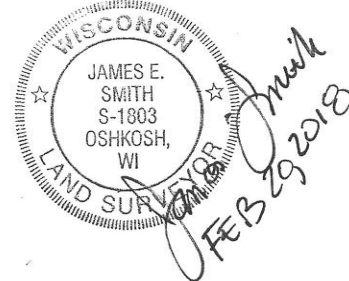
Susan T. Ertmer, Clerk

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

Mark Harris
County Executive

County Board Supervisory district 34 - ELLIS

LOT 1 AND LOT 2 CERTIFIED SURVEY MAP 6898 BEING PART OF THE NORTHEAST
1/4 OF THE SOUTHEAST 1/4 OF SECTION 11, TOWNSHIP 18 NORTH, RANGE 15
EAST, TOWN OF OMRO, WINNEBAGO COUNTY, WISCONSIN.



m.ε.

Planning
Environmental
Surveying
Engineering
Architecture

This instrument was drafted by: JES

Application #18-ZC-4470

Date of Hearing:

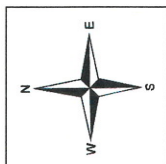
April 25, 2018

Owner(s):

NPotratz, LLC

Subject Parcel(s):

016031301(P)



Winnebago County
WINGS Project

Scale

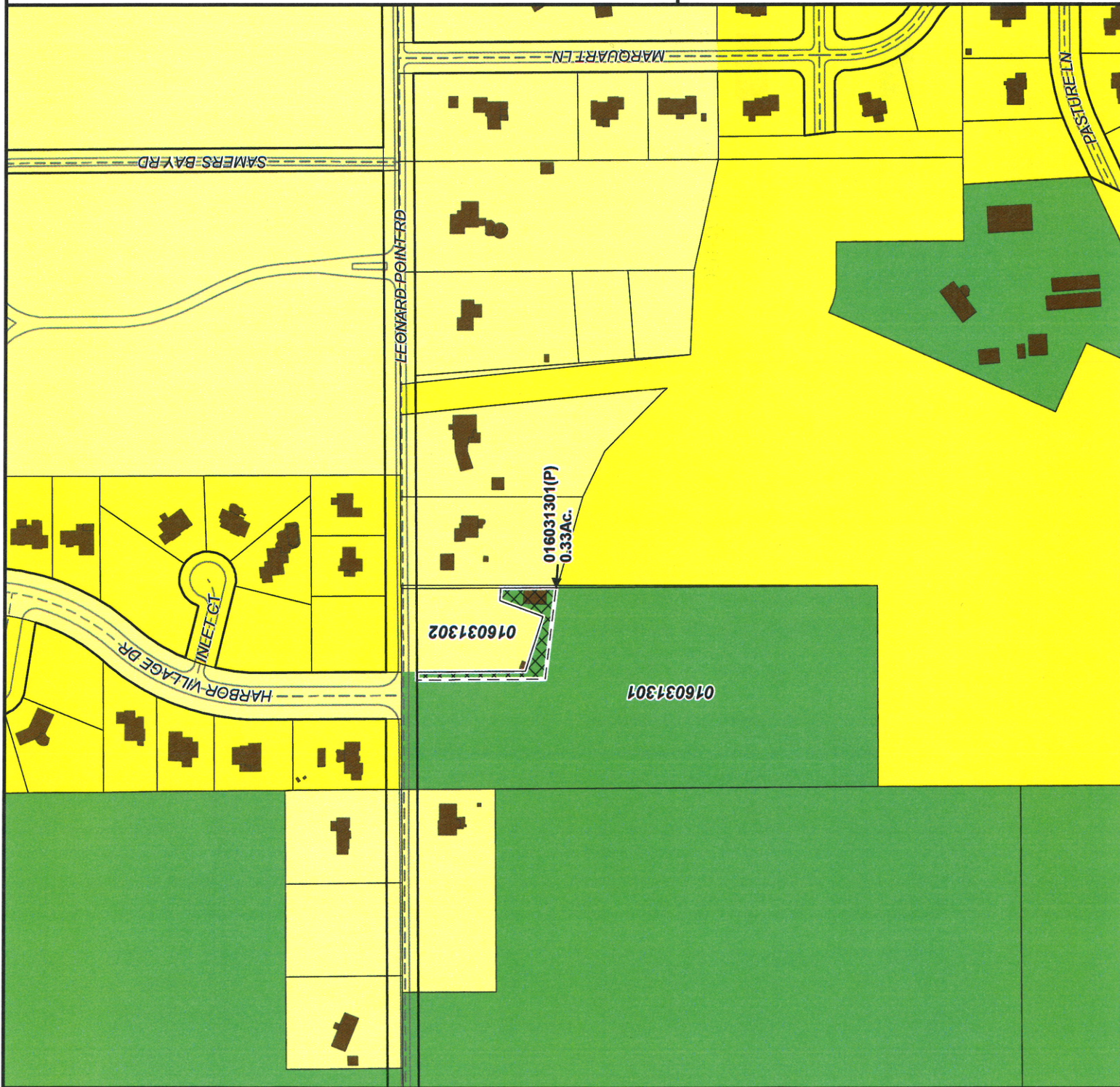
1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



○ = SITE

Application #18-ZC-4470

Date of Hearing:

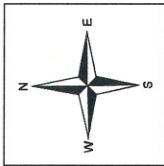
April 25, 2018

Owner(s):

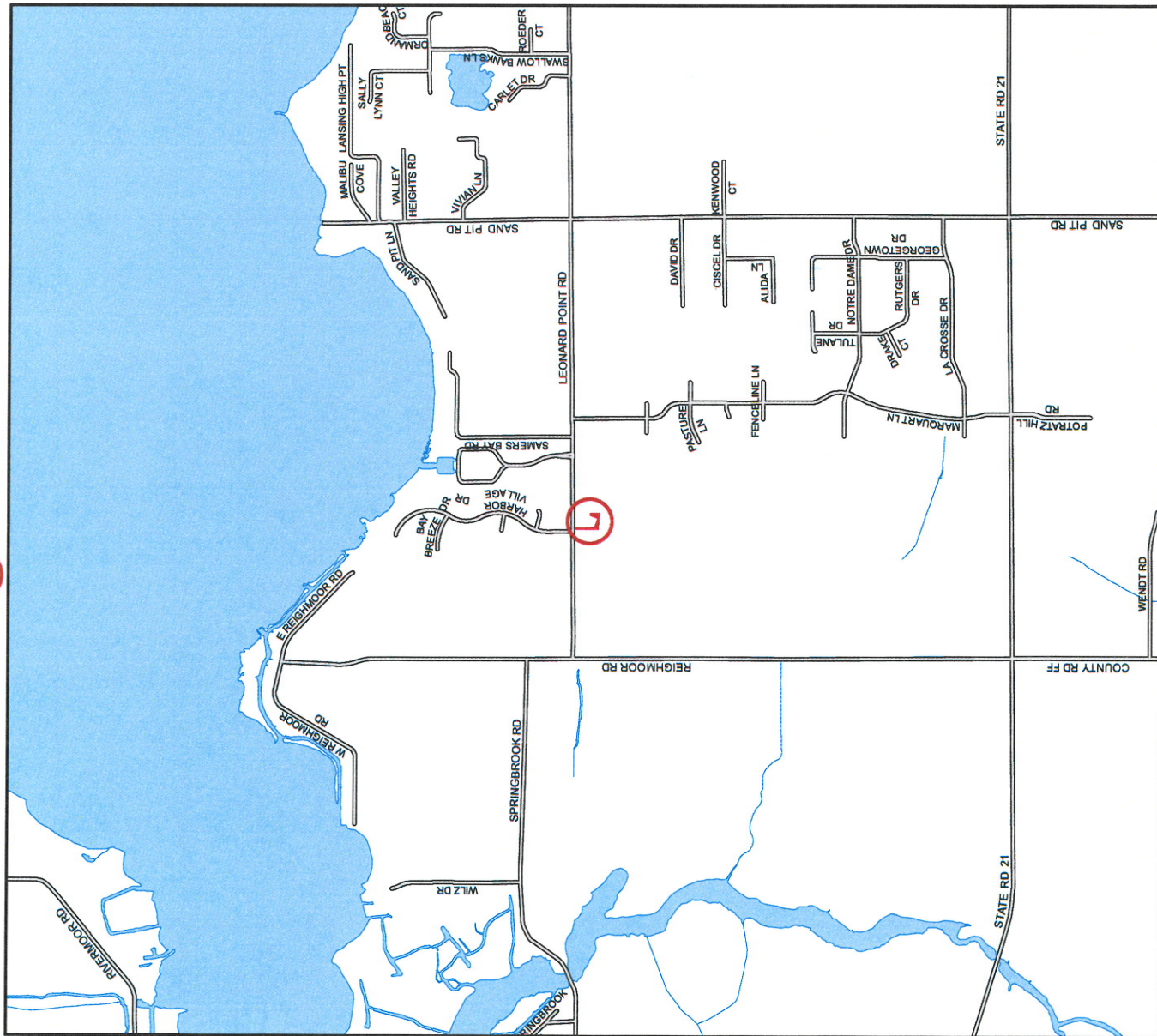
NPotratz, LLC

Subject Parcel(s):

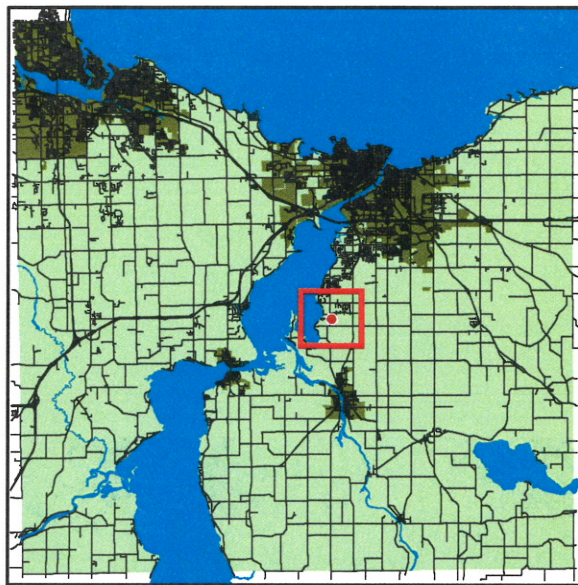
016031301(P)



Winnebago County
WINGS Project



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

5/15/2018

Report No: 002

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2018-ZC-4460 filed with the County Clerk by:

LINDE, CHARLES , Town of BLACK WOLF and referred to the Planning and Zoning Committee on 4/24/2018 and

WHEREAS, a Public Hearing was held on 4/25/2018, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: LINDE, CHARLES

Agent(s):

Location of Premises Affected: 6968 S US HIGHWAY 45
OSHKOSH, WI 54902

Legal Description: Being a part of Government Lot 4, Section 28, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

Tax Parcel No.: 004-040806

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

WHEREAS,
Applicant is requesting a rezoning to R-1 Rural Residential –Non-Floodplain,

And

WHEREAS, we received notification from the Town of BLACK WOLF recommending No Response

And

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

The Town of BLACK WOLF has Not Responded. Town action is advisory due to shoreland jurisdiction.
Town findings for No Response were as follows: N/A

1. The Town of Black Wolf has not responded. Town is advisory due to shoreland jurisdiction.
2. There were no objections.
3. Proposed use is compatible with adjacent uses.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 05/02/18

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4460 as follows:

Being a part of Government Lot 4, Section 28, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

FROM: R-1 Rural Residential - FloodPlain,

TO: R-1 Rural Residential – Non-Floodplain,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

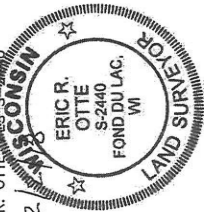
Mark Harris
County Executive

County Board Supervisory district 32 - KELLER

ELEVATION CERTIFICATION

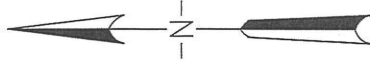
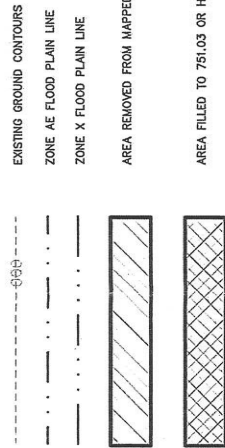
I HEREBY CERTIFY THAT THE ELEVATIONS SHOWN ON THIS DRAWING ARE A TRUE AND CORRECT REPRESENTATION OF THE EXISTING CONDITIONS AS OBTAINED BY FIELD SURVEY ON DECEMBER 13, 2017.

ERIC R. OTTE
21/10/2018



Parcel Line Table		
Line #	Direction	Length
L1	N15°48'34"E	4.34'
L2	N67°26'11"E	14.98'
L3	N24°13'58"E	6.55'
L4	N63°01'50"E	4.31'
L5	S58°19'31"E	12.72'
L6	S81°41'42"E	14.28'
L7	N18°32'57"E	4.14'
L8	S64°34'48"E	4.78'
L9	S04°19'26"W	5.91'
L10	S29°37'29"W	30.53'
L11	S76°28'37"W	3.15'
L12	S84°09'07"W	25.07'
L13	S87°33'41"W	5.49'

LEGEND



NOTE: FLOOD PLAIN ZONE AE AND X LOCATED ON FLOOD INSURANCE RATE MAP NO. 551300365E AND FIRM MAP NO. 551300365E OF IDENTIFICATION OF MARCH 17, 2003 FOR COMMUNITY NO. 550537 IN WINNEBAGO COUNTY, STATE OF WISCONSIN.

LOT 1
CSM NO. 2318
VOL. 1, PG. 2318

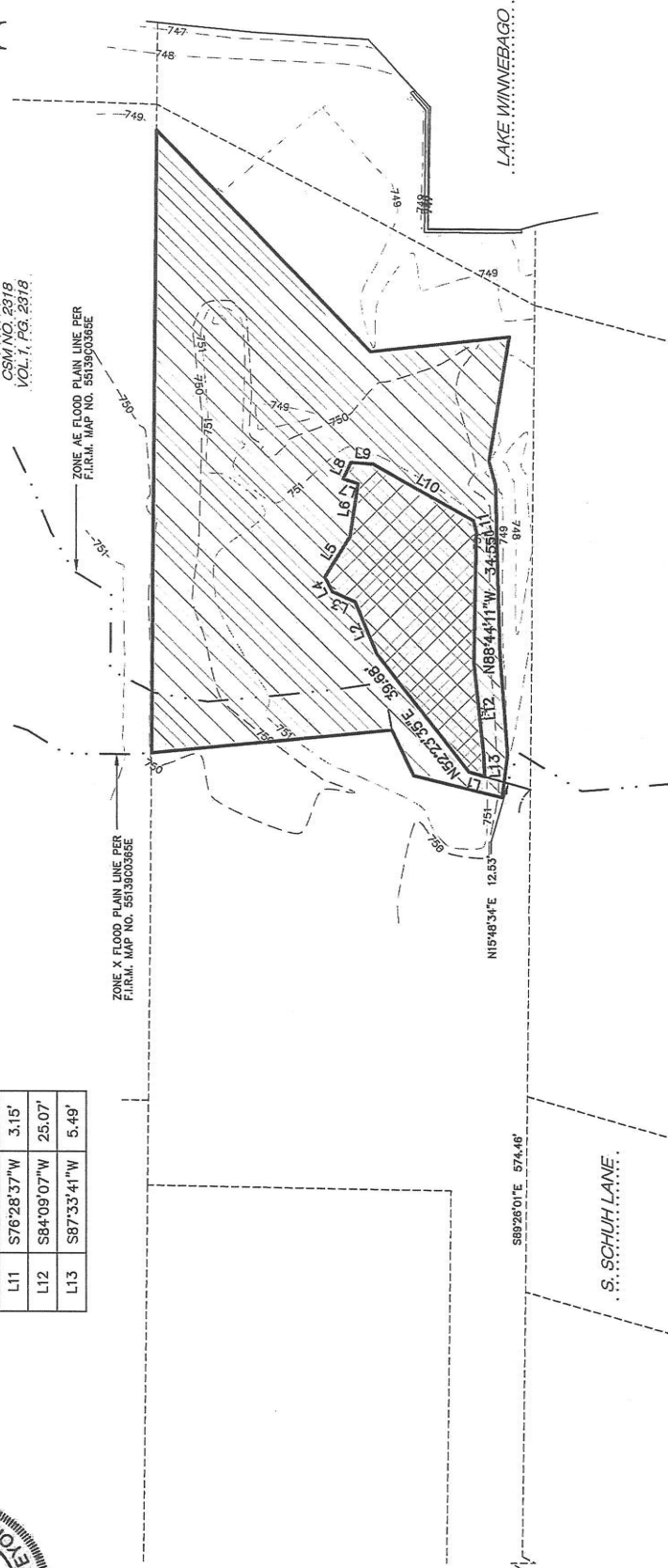
ZONE AE FLOOD PLAIN LINE PER F.I.R.M. MAP NO. 551300365E

ZONE X FLOOD PLAIN LINE PER F.I.R.M. MAP NO. 551300365E

NW COR.-SE 1/4
SEC.28-17-17
(BERN. NAIL FOUND)

1595.60'
N00°49'01"E 2674.40'
W. LINE-SE 1/4-SEC. 28-17-17

SW COR.-SE 1/4
SEC.28-17-17
(BERN. NAIL FOUND)



DRAWN BY: DTH		SCALES: HORIZONTAL 1" = 30'		PROJECT NO. 9-4827		REVISIONS:		BENCH MARK:		DATE: 2/2/2018		J.E. ARTHUR AND ASSOCIATES, INC. ENGINEERS FOND DU LAC, WISCONSIN 54603 PHONE (920) 922-3703	
CHECKED BY: ERO		VERTICAL: N/A		DATE: 2/2/2018								AREA FILLED TO 751.03 OR HIGHER CHARLES LINDE PART OF GOV'T LOT 4 OF SECTION 28, T. 17 N.-R. 17 E., TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN	
APPROVED BY: ERO												SHEET 1 OF 1 SHEETS FILE NO. 9-4827-WINN. CO.	

Application #18-ZC-4460

Date of Hearing:

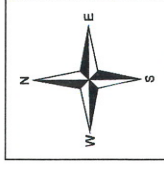
April 25, 2018

Owner(s):

Linde, Charles W

Subject Parcel(s):

004040806



Winnebago County
WINGS Project

Scale

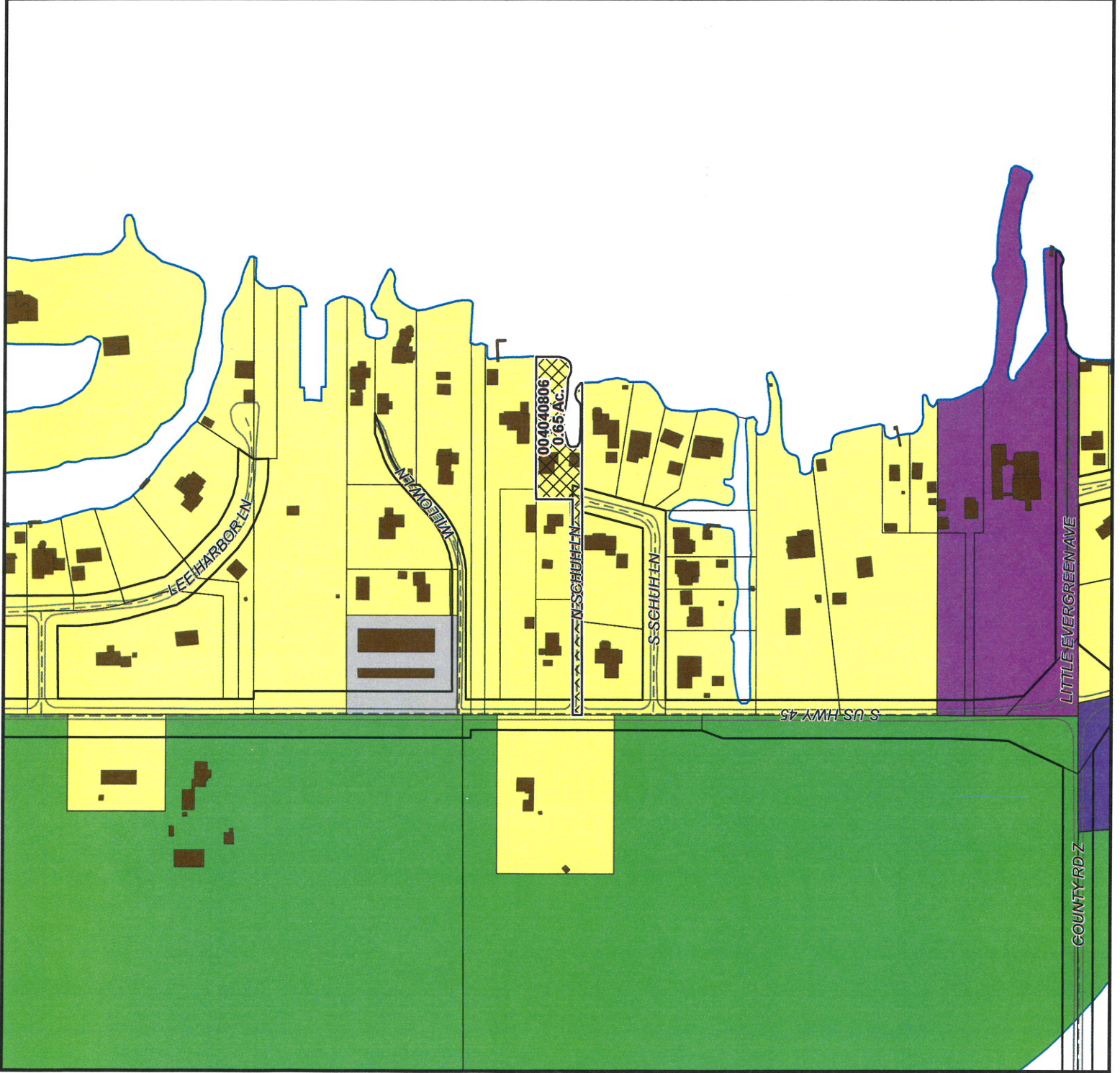
1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



Application #18-ZC-4460

Date of Hearing:

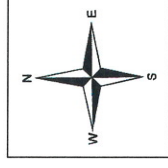
April 25, 2018

Owner(s):

Linde, Charles W

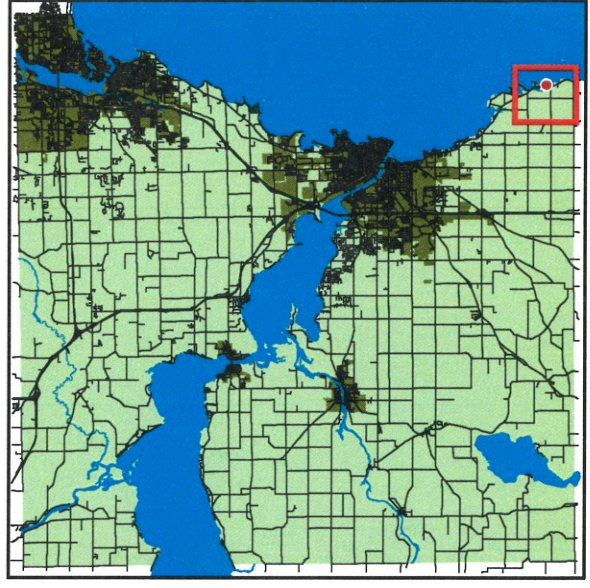
Subject Parcel(s):

004040806



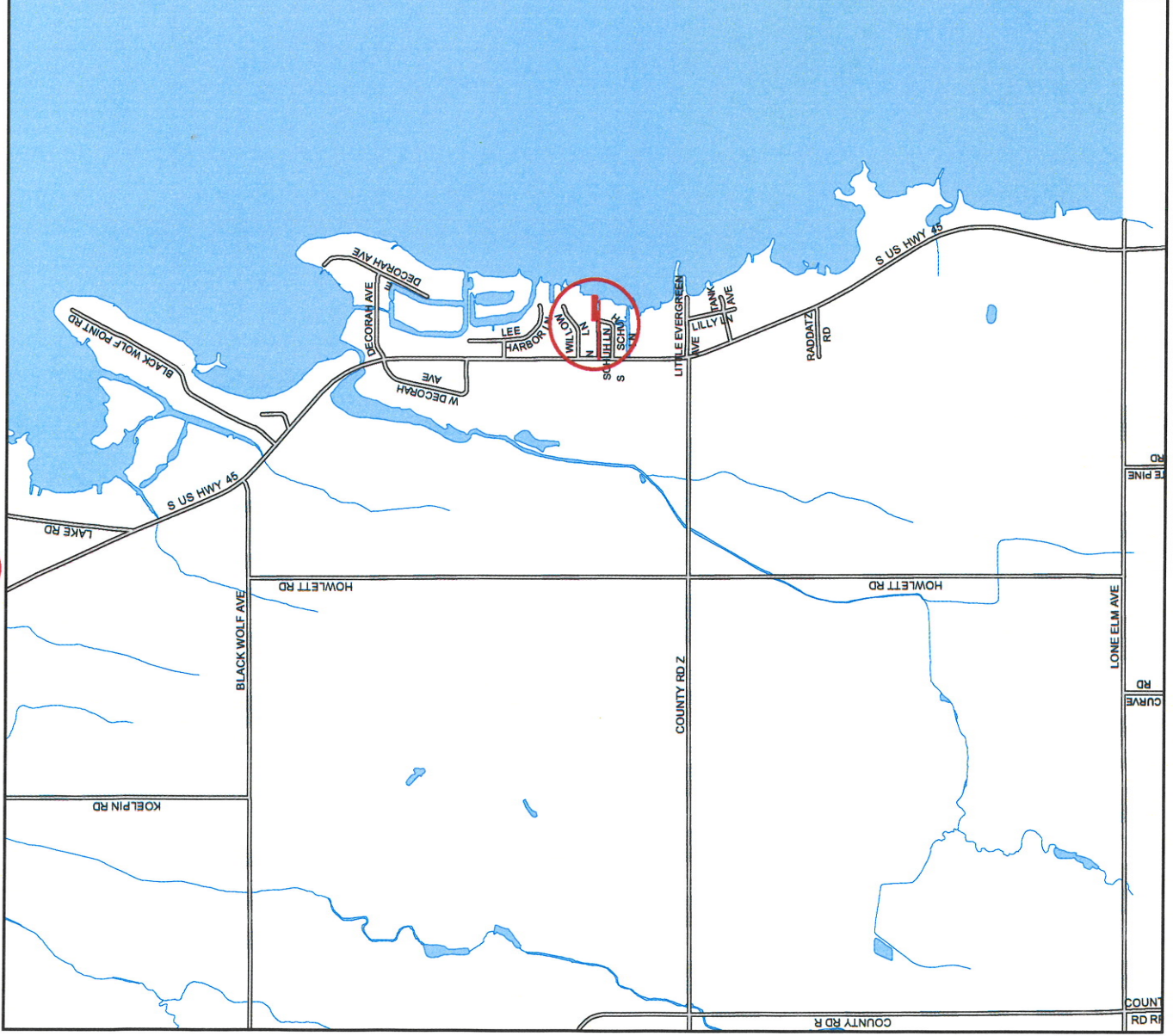
Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

1 **022-052018**

2 **RESOLUTION: Commendation for Connie Olson**

3

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

5

6 **WHEREAS**, Connie Olson has been employed with the Winnebago County Department of Human Services
7 for the past thirty-six (36) years, and during that time has been a most conscientious and devoted County employee;
8 and

9 **WHEREAS**, Connie Olson 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

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **4-0**

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

23

24

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

26

27

Mark L Harris

Winnebago County Executive

28

29

1 **023-052018**

2 **RESOLUTION: Commendation for Sue Kosup**

3

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

5

6 **WHEREAS**, Sue Kosup has been employed with the Winnebago County Clerk of Courts Office for the past
7 forty-two (42) years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Sue Kosup 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 Sue Kosup 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 Sue Kosup.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

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

22

23

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

25

26

27

28

Mark L Harris
Winnebago County Executive

1 **024-052018**

2 **RESOLUTION: Commendation for Kathy Flenz**

3

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

5

6 **WHEREAS**, Kathy Flenz has been employed with Park View Health Center for the past thirty-five (35)
7 years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Kathy Flenz 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 Kathy Flenz 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 Kathy Flenz.

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

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

22

23

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

25

26

27

28

Mark L Harris
Winnebago County Executive

1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Advanced Disposal Truck, filed with the County Clerk on April 5, 2018, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

PERSONNEL AND FINANCE COMMITTEE

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

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

Mark L Harris
Winnebago County Executive

SUSAN T. ERTMER
County Clerk

415 JACKSON STREET, P.O. BOX 2808
OSHKOSH, WISCONSIN 54903-2808



Winnebago County
Office of the County Clerk

The Wave of the Future

OSHKOSH (920) 236-4890
FOX CITIES (920) 727-2880
FAX (920) 303-3025
E-mail: countyclerk@co.winnebago.wi.us

NOTICE OF CLAIM

Date: April 10, 2018
To: Doug, Linda and Joan
Re: Claim for damage that was done to an Advanced Disposal Truck from the Winnebago County Transfer Station on 03/08/2018.

This claim will be presented to the County Board at their April 24, 2018 meeting.

Ertmer, Sue

From: Hope Segroves <Hope.Segroves@advanceddisposal.com>
Sent: Thursday, March 29, 2018 12:07 PM
To: Ertmer, Sue
Subject: Waste Transfer Station

Hi,

I am emailing you in regards to damage that was done to an Advanced Disposal Truck from the Winnebago County Transfer Station on 3/8/18.

As our truck was parked one of the station operators brought the overhead door down. The bottom of the door came down on the windshield visor and windshield of the standing unit. We have already spoke to Kurt Pernsteiner and Doug Petraszak.

Are you the correct one to handle this claim? If not could you point me in the right direction?

Thank you,

Hope Segroves | Risk Management Associate



Service First. Safety Always.

90 Fort Wade Road | Ponte Vedra | FL 32081

T: 904.338.9715 | F: 904.309.6691 | C: 904.329.6882 |

Email: hope.segroves@advanceddisposal.com

Connect with us: AdvancedDisposal.com [Facebook](#) [YouTube](#)



Clean & Green: Please consider the environment before printing this e-mail

Ertmer, Sue

From: Carrie Justus <Carrie.Justus@advanceddisposal.com>
Sent: Thursday, April 05, 2018 11:27 AM
To: Ertmer, Sue
Cc: 'live-inbox-advanceddisposal@origamirisk.com'
Subject: <127054762-001>
Attachments: Receipts for Windshield.pdf; Repair Order Omro.docx; DT.docx; DOT.docx; Capture.PNG; Capture1.PNG; Capture2.PNG

Sue-

Attached is our subrogation demand for \$1,152.33. This incident took place on 3/8/18 at the transfer station in Oshkosh, WI. Please send payment to Advanced Disposal Services at the address below. Please reference our claim # on the check of 127054762-001. Thanks.

Carrie Justus



90 Fort Wade Road | Ponte Vedra | FL 32081

Phone 904-328-1246 E: Carrie.Justus@advanceddisposal.com

Connect with us: AdvancedDisposal.com [Facebook](#) [YouTube](#)



Clean & Green: Please consider the environment before printing this e-mail

**KRIETE**TRUCK
CENTER

FOND DU LAC

355 N. PIONEER ROAD · FOND DU LAC, WI 54937

(920) 922-6866 · 800-761-6225

FAX (920) 924-3040

669100/2400/300

REMIT PAYMENT TO: KRIETE GROUP

PO BOX 2208, DECATUR, AL 35609-2208

ENTERED*DS**DS***PARTS RETURN POLICY**

Special order electrical parts are not returnable.
 All returnable parts are subject to handling charges.
 All returns and returned parts must be accompanied by the bill.
 Nor responsible for labor on parts not installed by our shop.

DISCLAIMER OF WARRANTIES

The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connection with the sale parts.

DATE ENTERED	YOUR ORDER NO.	DATE SHIPPED	INVOICE DATE	INVOICE NUMBER	
08 MAR 18	ADS21380	08 MAR 18	08 MAR 18	311567F	16:50

S
O
L
D

T
O

ACCOUNT NO. 822454

S
H
I
P
T
O

PAGE 1 OF 1

ADVANCED DISPOSAL - OMRO (MVP)
 LOCATION CODE 21380
 250 ALDER AVE/PO BOX 337
 OMRO, WI 54963

Accident

SHIP VIA DEL		SLSM. 2511	S/L NO.	TERMS	F.O.B. POINT FOND DU LAC, WI												
QTY	UNIT	P.O.	PART NO.	DESCRIPTION	LIST	NET	AMOUNT										
1	1	0	25162150	W22 WINDSHIELD (PKG 8)	116.35	61.68	61.68										
*****09895 MVPREFERRED 000000 E18030824112139																	
345527																	
PHYSICALLY RECEIVED																	
By (NAME) <i>[Signature]</i>																	
*The units on this document appear to be for business purpose & the unit count & quality was validated.																	
REMIT PAYMENT TO KRIETE GROUP PO BOX 2208 DECATUR, AL 35609-2208 HOURS: M-F 24 HOURS SATURDAY CLOSE AT					<table border="1"> <tr> <td>PARTS</td> <td>61.68</td> </tr> <tr> <td>SUBLET</td> <td></td> </tr> <tr> <td>FREIGHT</td> <td>0.00</td> </tr> <tr> <td>SALES TAX</td> <td>3.08</td> </tr> <tr> <td>TOTAL</td> <td>\$64.76</td> </tr> </table>			PARTS	61.68	SUBLET		FREIGHT	0.00	SALES TAX	3.08	TOTAL	\$64.76
PARTS	61.68																
SUBLET																	
FREIGHT	0.00																
SALES TAX	3.08																
TOTAL	\$64.76																
CUSTOMER'S SIGNATURE X					PO# or PCardholder Receipt#: GL Coding: Comments:												

MAR 09 2018

Safelite® AutoGlass

SAFELITE AUTOGLASS
1619 W WISCONSIN AVE
APPLETON, WI 54914
** SERVICE QUESTIONS **

Date & Time: 03/09/18 01:53PM

** CALL Customer Sat 800 phone number (8008362257) **

Customer:
PHILLIP

Home Phone: 847-269-7687
Work Phone:
Service Phone: 847-269-7687
Work Order #: 01867 744662
(05163_744662)

ADVANCED DISPOSAL
250 ELDER AVE
OMRO, WI 54963

Year 2015	Make MACK	Model GRANITE SERIES
License 13017	Style 2 DOOR CONVENTIONAL	Stock/Unit# 028527
Mileage 194375	VIN 1M2AX13C5FM027560	
Purchase Order#		

Qty	Part	List Price	Selling Price	Flat Labor	Kit	MTRL
1	R&R WS	200.00	150.00	0.00	0.00	0.00

Technician Name

Technician ID

Christopher

1867-059

Technician Notes

Part Subtotal:	150.00
Flat Labor Subtotal:	0.00
Subtotal:	150.00
Sales Tax:	7.50
Total:	157.50
Deductible:	0.00
Amount to Collect:	0.00

Amount due will be billed to your account. This is not an invoice.

Authorized By Phone: PHILLIP
Authorization Time: 03/09/18 01:53PM
Phone Number: 847-269-7687

Vehicle may be driven after: Immediately

R53910

REPAIR ORDER

Repair Order Date: 3/9/18

Repair Order Number: R1151251

Omro, WI

Unit #: 345527

<u>Date / Time (In-Out)</u>		<u>Status</u>	<u>Mechanic / Vendor</u>
Date In:	3/8/18	CLOSED	Bill Blackmon
Date Out:	3/9/18		

Qty.	Operation	Rate	Description	Total
	Parts		Wiper Blade ASSY	\$4.79
	Parts		Sun Visor Exterior	\$140.28
	Labor	90.00	Labor	\$90.00
Total:				\$ 235.07



90 Fort Wade Road, Ste 200
Ponte Vedra, FL 32081

DATE:
INVOICE #

3/8/2018
127054762-001

Bill To:

Advanced Disposal Services
Advanced Disposal Services Solid Waste Midwest, LLC

DESCRIPTION	AMOUNT
Secondary vehicle prep 1 1/2 hours at \$115	172.50
Change out vehicle 1 1/2 hours at \$115	172.50
TOTAL	\$ 345.00

Make all checks payable to Advanced Disposal Services

THANK YOU FOR YOUR BUSINESS!

R53900

Repair Order #: R119009117
Repair Order Date: 3/9/2018

REPAIR ORDER

ADServices

441

Advanced Disposal Services Solid Waste
Midwest, LLC

Unit: 345527

Engine Model:

Trans. Model:

Status: ACTIVE

Tire Size Front:

Tire Size Rear:

Tire Size 3rd Axle:

Date / Time (In-Out)

Status

Repair Class

Serial Number

License

Meter Reading(s)

Date In: 3/9/2018

CLOSED

Date Out: 3/9/2018

Location

Repair Stage

Mechanic/Vendor

Time Out:

441

Completed

807 (Verela, Edinson)

Mechanic Instructions / Complaints

Inspection Fee by ADS to ensure DOT ready

Parts

VMRS Code	Part Number	Description	Failure Code	Qty	Cost Per	Cost	Tax	Total Cost
-----------	-------------	-------------	--------------	-----	----------	------	-----	------------

Labor

VMRS Code	Mechanic / Vendor	Date	Time In	Time Out	Hours	Method	Rate	Cost	Tax	Total Cost
002-000-000	807 (Verela, Edinson)	3/9/2018			4.0	STRAIGHT TIME	\$87.50	\$350.00	\$0.00	\$350.00
										\$0.00

Work Performed

VMRS System	Repair Reason	Work Description	Parts Cost	Parts Tax	Labor Cost	Labor Tax	Grand Total
	Accident Damage	Inspection of the unit - to ensure DOT ready	\$0.00	\$0.00	\$350.00	\$0.00	\$350.00

Mechanic Signature: _____

Supervisor Signature: _____



345527



Advanced
Disposal

1800-333-3333

1800-333-3333

1800-333-3333



1 **026-052018**

2 **RESOLUTION: Renew Five (5)-Year AlertSense Contract Between Alert Sense**
3 **(f/k/a MyState USA) and Winnebago County to Allow Winnebago County**
4 **and First Responders to Continue to Notify Citizens of Emergency**
5 **Situations**

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

9 **WHEREAS**, AlertSense Inc (f/k/a MyState USA) provides federal, state, and local government agencies
10 Common Alerting Protocol (CAP)-compliant notification that enables rapid exchange of information between the
11 government and its citizens;

12 **WHEREAS**, the Winnebago County Emergency Management Department has been using this system for
13 the past five-years and is satisfied with the system; and

14 **WHEREAS**, under the terms of the contract, AlertSense Inc will maintain updates and product
15 enhancements to the system, provide helpdesk assistance; and provide public recipients with a simple mechanism
16 for opting out or unsubscribing from receiving text messages; and

17 **WHEREAS**, your undersigned Committee is requesting that the Winnebago County Board of Supervisors
18 authorize a 5-year contract renewal to allow Winnebago County to continue providing its citizens with this important
19 service; and

20 **WHEREAS**, the pricing list for this system and proposed contract are attached and made a part of this
21 Resolution herein by reference.

22
23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes the Winnebago County Executive and the Winnebago County to enter into a five (5)-year contract with
25 AlertSense Inc, at a cost of \$18,000 annually, to provide notification of emergency situations to citizens of
26 Winnebago County.

27
28 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that this contract will become
29 effective on January 1, 2019, and expire on December 31, 2023.

30
31 Respectfully submitted by:
32 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

33 Committee Vote: **5-0**

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

36 Committee Vote: **5-0**

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

38
39 Approved by the Winnebago County Executive this ____ day of _____, 2018.

40
41
42 _____
43 Mark L Harris
 Winnebago County Executive

AlertSense Pricing

Current Agreement (Annual Renewal)

	IPAWS	Alert	Total	Increase
2014	\$4,500	\$8,275	\$12,775	
2015	\$4,500	\$9,275	\$13,775	\$1,000
2016	\$4,500	\$10,500	\$15,000	\$1,225
2017	\$4,500	\$12,000	\$16,500	\$1,500
2018	\$4,500	\$13,500	\$18,000	\$1,500

Proposed 5 Year Agreement

	IPAWS	Alert	Total		Savings
2019	\$4,500	\$13,500	\$18,000	\$0	\$1,500
2020	\$4,500	\$13,500	\$18,000	\$0	\$1,500
2021	\$4,500	\$13,500	\$18,000	\$0	\$1,500
2022	\$4,500	\$13,500	\$18,000	\$0	\$1,500
2023	\$4,500	\$13,500	\$18,000	\$0	<u>\$1,500</u>
					\$7,500

WINNEBAGO COUNTY BOARD OF SUPERVISORS
JUDICIARY & PUBLIC SAFETY COMMITTEE

DATE: APRIL 9, 2018

TIME: 9:00 A.M.

PLACE: WINNEBAGO COUNTY SHERIFF'S OFFICE
RICHARD MEYER COMMUNITY RESOURCE ROOM
4311 JACKSON STREET, OSHKOSH

PRESENT: BILL WINGREN
PAUL EISEN
LARRY SMITH
BILL ROH
TOM ELLIS

ALSO PRESENT: JOHN MATZ – SHERIFF

1. Call to Order

Chairman Bill Wingren called the meeting to order at 9:00 a.m. and it was verified that the meeting was properly noticed.

2. Consideration of Minutes of March 12, 2018 meeting

A motion to approve the minutes from March 12th, 2018 was made by Larry Smith, seconded by Bill Roh. Carried 5-0.

3. Public comments on agenda items

None

4. Communications shared by Committee Members

Paul Eisen discussed the meeting he attended on March 23rd for the Judicial & Public Safety Steering Committee in Madison. He handed out a list of topics that were discussed during the meeting.

5. Consideration (Vote): Budget Transfer – Acceptance of a \$7500.00 Homeland Security Grant to purchase 6 (CBRN) chemical protection suits – Sheriff John Matz

Sheriff Matz discussed the acceptance of the grant. The equipment would be used to protect first responders on calls for any situation that involves chemicals.

A motion to accept the \$7500.00 Homeland Security Grant was made by Larry Smith, seconded by Paul Eisen. Carried 5-0.

6. Consideration (Vote): “5 year Alert Sense contract” (This is the company we and all other first responder agencies in the county use to notify citizens of an emergency situation. It is also used to page out specialty teams such as HAZMAT, Dive, SWAT, Crash Recon, etc. It also includes IPAWS which is a federal system allowing us to contact people through the

use of cell phone towers. It is an area notification system which is different than Alert Sense which requires cell and landline registration) – Sheriff John Matz

Sheriff Matz discussed the Alert Sense contract. The software is used to notify first responders to include fire departments and citizens, if they are on the emergency call list with dispatch. IPAWS is a geographical area identified by cell phone towers. The multi year contract is with the same vendor but there has always been a steady increase in price with the new contracts. With the multi year contract, the vendor has locked in the price for the next 5 year contract.

A motion to approve the 5 year Alert Sense contract was made by Larry Smith, seconded by Bill Roh. Carried 5-0.

7. Brief review of County Board Rules to be submitted at the April County Board meeting.

Bill Wingren provided in writing the one rule change that was agreed upon by the Judiciary committee last year. The members all agreed that the verbiage was correct. This item did not require a vote as it was just the committee reviewing the verbiage before it was submitted to Corporation Counsel for the county board meeting.

8. Sheriff's Report

*Sheriff gave a brief overview on the jail study RFP's that were turned back in from vendors.

*Sheriff stated the jail count as of April 9th was 315.

9. Suggested Items for next agenda

10. Next Meeting Date: Monday, May 14, 2018

11. Adjourn

A motion to adjourn was made at 9:42 a.m. by Bill Roh, seconded Tom Ellis. Motion carried 5-0.

Respectfully Submitted:

Kimberly Delcore
Winnebago County Sheriff's Office



Authorized Signature	Date
Print Name	Title



AlertSense, Inc. Master Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is effective as of January 1, 2019 by and between AlertSense, Inc., an Idaho Corporation ("AlertSense"), with offices located at 6149 N. Meeker Place, Suite 250, Boise, Idaho 83713 and Winebago County, WI herein referred to as "Client" with offices located at 4311 Jackson Street, Oshkosh, WI 54901 (each a "Party," collectively the "Parties").

WHEREAS, AlertSense provides state, local and federal government agencies CAP compliant mass notification that enables rapid exchange of information between the government and its citizens. All products and services distributed or otherwise performed, shall be governed by the terms of this Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITION CONTAINED ON THE FOLLOWING PAGES AND EXHIBITS HEREOF AS OF THE DATE FIRST WRITTEN ABOVE.

AlertSense, Inc.

By:

A handwritten signature in black ink, appearing to read "Von C. Hansen", written over a horizontal line.

March 5, 2018

Printed Name: Von Hansen
Title: Chief Executive Officer

Winebago County, WI

By:

Printed Name:

Title:



1. DEFINITIONS.

- a. "Administrator" means an individual person authorized to create and issue Notifications through the AlertSense interface, and capable of performing administrative functions including but not limited to, managing data for recipients or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface in the AlertSense Solution.
- b. "AlertSense Solution" means the Generally Available (GA) release of the AlertSense solution and related services set forth on Exhibit A, in executable format and any accompanying Documentation whether electronic or printed.
- c. "Notification/Intelligent Notification(s)" are messages issued by an Administrator via the AlertSense Solution whether or not responded to by a Recipient.
- d. "Recipient" means an individual person, capable of only receiving notifications. Recipients may be members of the Client organization or general public.
- e. "Services" means everything provided or agreed to be provided by AlertSense under the Agreement. Exhibit A includes a summary of all Services.
- f. "Subscription" means the right to access and use the AlertSense Solution via the Internet and/or device capable of communicating with the AlertSense Solution.
- g. "Transaction" means the individual message/Notification sent and/or received to and from Devices such as telephone, email, short message service (SMS), pagers, fax, etc.
- h. "User" means any member of the Client organization who is capable of sending or receiving a notification and, if permitted, updating his / her own user profile in the AlertSense solution.

2. SUBSCRIPTION GRANT.

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto), AlertSense grants to the Client a nontransferable and nonexclusive right to use the AlertSense Solution. The AlertSense Solution will reside on servers operated by AlertSense and located in AlertSense provisioned facilities.

3. ALERTSENSE RESPONSIBILITIES.



- a. AlertSense shall perform services and provide deliverables as described in Exhibit A, incorporated herein by reference. Services shall be performed at the AlertSense's place of business and, as necessary, at the CLIENT's offices.
- b. During the term for which Client has a Subscription, AlertSense will provide: (i) Maintenance Updates and Product Enhancements to the AlertSense Solution ("Release(s)") if and when AlertSense makes any such Release generally available and (ii) helpdesk assistance to Client with respect to the core components of the AlertSense Solution, including (a) clarification of functions and features; (b) clarification of documentation; (c) guidance in the operation of the AlertSense Solution; and (d) software error analysis.
- c. AlertSense will provide public Recipients with a simple mechanism for opting out of or unsubscribing from receiving text messages, including information on how to "opt-out" or unsubscribe.
- d. AlertSense ensures that all 911 records provided by Client will be used solely for emergency alerts.
- e. All names, email addresses, phone numbers, fax numbers, pager numbers and any other contact information shall remain the exclusive property of Client. AlertSense will maintain all of the aforementioned contact information in the strictest confidence and will not sell or share any contact information without Client's written consent.

4. CLIENT RESPONSIBILITIES.

- a. The Client will identify and maintain updated contact information for the Primary Administrator that is authorized to set up administrators' roles and permissions.

Client:	Winebago County, WI
Primary Contact for the Client:	Linda kollman
Address:	4311 Jackson Street, Oshkosh, WI 54901
Office Phone:	(920) 236-7463
Email:	lkollmann@co.winnebago.wi.us
Lead System Administrator Name:	Linda kollman
Lead System Administrator Phone:	(920) 236-7463

24/7 Emergency Account Phone #:



b. Security of Account. Client agrees to maintain all security regarding their account ID, password, and connectivity with the Service. Client is responsible for all Notifications transmitted through the Service. If Client's account ID or password are stolen, or otherwise compromised, and used for malicious purposes, Client is responsible for all Notifications sent using the stolen account information. Client is obligated to immediately contact AlertSense to have such account ID or passwords changed to prevent continued malicious use of the Client account.

c. All Notification Content is Client's sole responsibility. Client is solely responsible for the integrity and quality of the Notification Content. Liability of Content. Under no circumstances will AlertSense be responsible for any loss, damage or liability arising out of the content of any Notification, including any mistakes contained in the content or the use or transmission of the Content.

d. Client will not send any Notification content that it knows, or has reason to know, infringes another's rights in intellectual property, is invasive of another's right to privacy, or violates any privacy laws, Client's privacy policies or any other third parties or do anything that would justify a complaint to the Federal Communications Commission.

e. Client will not:

i. engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services;

ii. use the Notification Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or

iii. provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Notification Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

f. Client acknowledges that AlertSense may block SMS messages based on instructions from carriers. In the event that Client requests that AlertSense permit SMS messages to go to any such blocked numbers, Client shall indemnify and, at AlertSense's request, defend AlertSense with respect to any claim made by a third party with respect to such message.



5. COMPENSATION AND PAYMENT.

a. Fees and Expenses. Client agrees to compensate AlertSense for the purchase of the AlertSense Service. Client will mail payments to the address set forth below:

Company:	AlertSense, Inc.
Attention:	Accounts Receivable
Address:	6149 N. Meeker Place, Suite 250
City, State, Zip:Phone:	Boise, Idaho 83713
Phone:	(208) 639-6770
Email:	Finance@AlertSense.com

b. Any services identified in Exhibit A as "Option Services" may be purchased by Client at any time during the contract term. This includes services not initially purchased by the client at the beginning of the term.

c. The Client may add additional services to this Agreement at any time during this contract term with a written agreement between the Parties.

d. Payment, Terms and Taxes. All fees shall be due and payable within thirty (30) days from the date of invoice during the term of this Agreement, unless otherwise specified in Exhibit A. Payments not received when due shall bear interest at the lesser of 1.5% per month or the highest rate permitted by law for the actual number of days elapsed. All fees shall be paid in U.S. dollars. Client shall be responsible for any sales, use, excise or comparable taxes assessed or imposed upon services provided to the Client.

6. TERM AND TERMINATION.

a. Term. The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue for five (5) years thereafter. This Agreement will automatically renew for additional successive twelve (12) month terms, unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the then-current term.

b. Termination. Either Party may terminate this Agreement if the other Party materially breaches ("Breaching Party") the terms of this Agreement after providing written notice of the breach to the Breaching Party, unless the Breaching Party has cured such breach within thirty (30) days after receipt of such written notice. Such termination will not affect the rights of the Parties existing at the time of termination, and, if AlertSense is not in default, AlertSense will be paid for all services performed prior to



termination by the Client.

c. Effect of Termination.

i. Expiration or termination of this Agreement shall not relieve the Parties of any rights or obligations accruing prior to such expiration or termination.

ii. Upon expiration or termination of this Agreement for any reason, each Party shall immediately: (i) pay the other Party all amounts due and payable prior to the date of such termination, (ii) return to the other Party or destroy all confidential Information (as defined in Section 10.10 below) of the other Party in its possession or control, including all copies thereof, and (iii) cease all use of the trademarks of the other Party, iv) all technology supplied by AlertSense will stay on the AlertSense servers.

iii. Upon termination of this Agreement for any reason, those Sections that should reasonably and customarily survive such termination shall survive.

7. WARRANTIES AND REPRESENTATIONS.

a. AlertSense Warranties.

i. AlertSense Solution: AlertSense covenants and warrants that the AlertSense Solution to which its Clients subscribe will perform substantially in the manner specified in any materials provided by AlertSense, including any documentation to any services (collectively, "Documentation"). AlertSense warrants that its Services under this Agreement shall be performed in a professional manner and shall be of a high grade, nature and quality.

ii. Requisite Skill: AlertSense represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by AlertSense to perform any such work will be qualified to perform the assigned duties.

iii. AlertSense represents and warrants that in its performance of this Agreement or of any Client Agreement, neither AlertSense or the AlertSense Solution will (by act or decision of AlertSense) (i) violate any Federal Communications Commission rule or regulation, (ii) violate any law, statute, ordinance or regulation, (iii) infringe on any third party's copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party.

iv. Disclaimer. EXCEPT AS SET FORTH IN THIS SECTION, THE ALERTSENSE SOLUTION AND



SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFIED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION, ALERTSENSE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PARTIES AGREE AND ACKNOWLEDGE THAT ALERTSENSE SHALL IN NO EVENT BE HELD RESPONSIBLE FOR ANY PROBLEMS WITH THE ALERTSENSE SOLUTION TO THE EXTENT ATTRIBUTABLE TO THE PUBLIC INTERNET OR PSTN INFRASTRUCTURE OR A CLIENT'S ABILITY TO CONNECT TO THE INTERNET OR PSTN.

v. LIMITATION OF LIABILITY. SUBJECT TO THE REQUIREMENTS OF SECTION 8, EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, IN ANY EVENT, ALERTSENSE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED ANY AMOUNTS PAID BY CLIENT TO ALERTSENSE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY HEREUNDER.

8. CLIENT INDEMNIFICATION.

a. Client agrees that it shall defend, indemnify, save and hold AlertSense harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against AlertSense, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

b. Client also agrees to defend, indemnify and hold harmless AlertSense against Liabilities arising out of



any injury to person or property caused by any products or services sold or otherwise distributed over the client's web site. This includes, but is not limited to, infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation, which is detrimental to another person, organization or business.

9. ALERTSENSE INDEMNIFICATION.

a. AlertSense agrees that it shall defend, indemnify, save and hold harmless Client from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against Client, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed by AlertSense, its agents, employees or assigns.

b. AlertSense also agrees to defend, indemnify and hold harmless Client against liabilities arising out of any injury to person or property caused by any negligent services distributed over the client's web site. This includes, but is not limited to, AlertSense infringing on the proprietary rights of a third party, copyright infringement, and/or patent rights, which is detrimental to another person, organization or business.

10. INSURANCE.

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this AGREEMENT with limits not less than \$1,000,000 or as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). AlertSense shall provide the Client with a certificate of insurance or letter of self-insurance annually as the case may be.

11. OWNERSHIP.

a. Client Content. All Content or other material provided to AlertSense by the Client for transmission through the AlertSense Solution is and shall remain exclusive property of the respective Client. Client shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in such Content or other material. Each Party agrees to comply with all applicable contractual obligations, privacy and other nondisclosure policies, and legal obligations with respect to its use of or access to any such data, including, policies, laws and regulations respecting the dissemination and use of such data.



b. Copyrights and Trademarks. The Parties shall retain ownership of any elements of text, graphics, photos, designs, trademarks, or other artwork it provides for utilization in the provision of services. The Parties assert that each element provided is owned by the respective Party or that Party has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and defend the other Party in its use of such element.

c. 11.3. The AlertSense Solution. The AlertSense Solution including all technology, any documentation, reference material, sample/test programs, and any updates or improvements thereto, are and shall remain exclusive property of AlertSense whether or not incorporated into or with other technology. AlertSense shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in the AlertSense Solution and any updates or improvements thereto, and Client shall have no right, title, or interest in or to the same other than the Subscription to use of the AlertSense Solution, including any documentation, reference material, sample/test programs, as granted in this Agreement and any related agreement or addendum. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of AlertSense's existing or future rights in or to the AlertSense Solution and any updates or improvements thereto.

d. Restrictions. Except as exclusively provided otherwise herein, Client shall not itself and shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the AlertSense Solution or any portion thereof or of any files contained in or generated using the AlertSense Solution by any means whatsoever, (ii) remove any product identification, copyright or other notices or (iii) except as specified or permitted in the applicable user documentation provided by AlertSense, modify the AlertSense Solution or incorporate the AlertSense Solution into or with other software not specified in this Agreement.

12. GENERAL.

a. Assignments. The Agreement and all rights and obligations hereunder are not assignable or transferable by Client without the prior written consent of AlertSense and any attempt to do so shall be void; provided, however, that a party may assign or transfer the Agreement and all rights and obligations hereunder, without the prior written consent of the other party, to any third party that acquires a majority of the voting power of such party or all or substantially all of the assets of such party.

b. Force Majeure. Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including: Any act of God, or any acts of war,



terrorism, the elements, earthquakes, floods, fires, epidemics, riots, or failures or delays in communications, Governmental restrictions, failure of public utilities or common carriers, failure of third party providers or sabotage. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

c. Governing Law/Venue. This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho without reference to its choice of law rules. The sole jurisdiction and venue for actions related to the subject matter of this agreement shall be the state and US federal courts having within their jurisdiction the location of AlertSense's then-current principal place of business.

d. Notices. All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier, or by facsimile (receipt confirmed), in each case to the appropriate party at the address set forth below, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

If to Client:	If to AlertSense, Inc.
Winebago County, WI	AlertSense, Inc.
4311 Jackson Street	6149 N. Meeker Place, Suite 250
Oshkosh, WI 54901	Boise, Idaho 83713
(920) 236-7463	(208) 639-6770
ATTN: Linda kollman	ATTN: Von Hansen

e. Amendments and Modifications. Any amendment and/or modification shall be effective only if made in writing and signed by a representative of the respective Parties authorized to bind the Parties.

f. Attorney Fees and Costs. Should any legal action permissible under this agreement be taken to enforce the conditions and terms of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable legal fees and expenses incurred at the trial and appellate levels.

g. Waivers. The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.



EXHIBIT A: PRICING AGREEMENT

Prepared For: Winebago County, WI

Agreement Date: January 1, 2019

SOLUTIONS

AlertSense Internal Notification

AlertSense IPAWS Premier (1 COG)

AlertSense Notification (R911, Public Sign up)

Administrators Up to 50
Internal Users Up to 1,000
Citizens Up to 168,000

Set UP / Configuration

Training

24/7/365 Support

MESSAGING

Standard Texting & Email	Unlimited
Priority (SMS)Texting (Expires Annually)	10,000
Voice Minutes (Expires Annually)	25,000
Mobile App Alerts	Unlimited
All IPAWS Channels (EAS, WEA & COG to COG)	Unlimited

PRICING

Annual Fee	\$18,000
------------	----------

Winebago County, WI

By:

Printed Name:

Title:



h. Integration. Both Parties agree that this Agreement and any exhibits hereto constitute the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement.

i. Confidential. Client recognizes and acknowledges that this Agreement creates a confidential relationship between AlertSense and Client and that information concerning Client's business affairs, Clients, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is collectively referred to as "Confidential Information."

j. Nondisclosure. AlertSense agrees that, except as directed by Client, it will not at any time during or after the term of this agreement disclosure any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. AlertSense further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.

027-052018

ORDINANCE: Amend Section 11.11 of the General Code of Winnebago County (Amend Appendix A: Winnebago County Public Health Department Permit Fee Schedule)

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Section 11.11 of the General Code for Winnebago County specifically provides the Winnebago County Board of Supervisors with the authority to establish permit fees for the Winnebago County Public Health Department; and

WHEREAS, the Winnebago County Public Health Department annually reviews said Permit Fee Schedule and makes a recommendation to the Winnebago County Board of Health and to the Winnebago County Board of Supervisors regarding establishing fees for various Public Health Department permits so as to keep said fees reflective of the actual cost of issuing such permits; and

WHEREAS, the Winnebago County Board of Health is recommending that Appendix A of Chapter 11 of the General Code for Winnebago County, authorized specifically by Subsection 11.11(7), be amended as reflected in the attached proposed Permit Fee Schedule.

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO ORDAINS that Appendix A of Chapter 11 of the General Code for Winnebago County, authorized specifically in Subsection 11.11(7), is hereby amended as is shown in the attached Winnebago County Public Health Department 2016-2017 Permit Fee Schedule.

BE IT FURTHER ORDAINED by the County Board of Supervisors of the County of Winnebago that said amendment shall be effective as of July 1, 2018.

Respectfully submitted by:

BOARD OF HEALTH

Committee Vote: **6-0**

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

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

Mark L Harris
Winnebago County Executive

APPENDIX A

WINNEBAGO COUNTY PUBLIC HEALTH DEPARTMENT 2018-2019 PERMIT FEE SCHEDULE
--

FOOD SERVICE:	CODE	LOCAL FEE	STATE FEE	TOTAL
Limited Food Service Restaurant/Limited Mobile Restaurant	FRP/FMP	\$ 178.50	\$ 10.50	\$ 189.00
Full Service/Mobile Restaurant - Simple	FRL/FML	\$ 337.00	\$ 23.00	\$ 360.00
Full Service/Mobile Restaurant - Medium	FRM/FMM	\$ 414.00	\$ 33.00	\$ 447.00
Full Service/Mobile Restaurant - Complex	FRC/FMC	\$ 490.00	\$ 54.00	\$ 544.00
Additional Restaurant Unit	FRX	\$ 92.00	\$ 8.00	\$ 100.00
Mobile Restaurant Base- Prepackage/Simple	FBP/FBS	\$ 337.00	\$ 23.00	\$ 360.00
Mobile Restaurant Base - Medium	FBM	\$ 414.00	\$ 33.00	\$ 447.00
Mobile Restaurant Base - Complex	FBC	\$ 490.00	\$ 54.00	\$ 544.00
Temporary Restaurant For Profit		\$ 155.00	\$ 17.00	\$ 172.00
Temporary Restaurant Non Profit > 3 days		\$ 76.00	\$ 17.00	\$ 93.00
Beverage Only/No Food Inspection Fee	100	\$ 145.00		\$ 145.00
Add'l Beverage Only/No Food Inspection Fee	100A	\$ 56.00		\$ 56.00
School - Full Service Kitchen	FDM	\$ 338.00		\$ 338.00
School - Satellite Kitchen	FDS	\$ 190.00		\$ 190.00
Exempt Facility Inspection Fee		\$ 57.00		\$ 57.00
Temporary Inspection Fee		\$ 52.00		\$ 52.00

LODGING:				
Tourist Rooming House (1-4 rooms)	LTR	\$ 119.00	\$ 11.00	\$ 130.00
Bed & Breakfast (8 rooms or less)	LBB	\$ 117.00	\$ 11.00	\$ 128.00
Hotel / Motel (5-30 rooms)	LH1	\$ 292.50	\$ 20.50	\$ 313.00
Hotel / Motel (31-99 rooms)	LH2	\$ 390.00	\$ 28.00	\$ 418.00
Hotel / Motel (100-199 rooms)	LH3	\$ 429.50	\$ 35.50	\$ 465.00
Hotel / Motel (200 or more rooms)	LH4	\$ 492.00	\$ 49.00	\$ 541.00
Manufactured Home Community (1-20 sites)	150	\$ 128.75	\$ 46.25	\$ 175.00
Manufactured Home Community (21-50 sites)	151	\$ 238.75	\$ 83.25	\$ 322.00
Manufactured Home Community (51-100 sites)	152	\$ 331.50	\$ 129.50	\$ 461.00
Manufactured Home Community (101-175 sites)	153	\$ 423.50	\$ 166.50	\$ 590.00
Manufactured Home Community (more than 175 sites)	154	\$ 485.00	\$ 185.00	\$ 670.00

CAMPGROUNDS:				
Campground (1-25 sites)	RC1	\$ 236.50	\$ 17.50	\$ 254.00
Campground (26-50 sites)	RC2	\$ 291.00	\$ 25.00	\$ 316.00
Campground (51-99 sites)	RC3	\$ 355.50	\$ 30.50	\$ 386.00
Campground (100-199 sites)	RC4	\$ 408.50	\$ 35.50	\$ 444.00
Campground (200 + sites)	RC5	\$ 467.00	\$ 41.00	\$ 508.00
Special Event Campground (1-25)	RT1	\$ 176.50	\$ 17.50	\$ 194.00
Special Event Campground (26-50)	RT2	\$ 236.00	\$ 25.00	\$ 261.00
Special Event Campground (51-99)	RT3	\$ 293.50	\$ 30.50	\$ 324.00
Special Event Campground (100-199)	RT4	\$ 352.50	\$ 35.50	\$ 388.00
Special Event Campground (200 - 499)	RT5	\$ 412.00	\$ 41.00	\$ 453.00
Special Event Campground (500+)	RT6	\$ 520.00	\$ 41.00	\$ 561.00

OTHER:				
Recreational / Educational Camp	RRE	\$ 235.50	\$ 50.50	\$ 286.00
Swimming Pool	RPP	\$ 325.00	\$ 15.00	\$ 340.00
Water Attraction	RWI	\$ 325.50	\$ 17.50	\$ 343.00
Water Attraction, up to 2 pool slides/water slides per basin	RWT	\$ 325.75	\$ 25.00	\$ 350.75
Additional Water Slides (per slide in excess of 2 slides)	RWT(A)	\$ 204.00	\$ 15.00	\$ 219.00

RETAIL FOOD SERVICE:				
Sales ≥ \$25,000 <\$1,000,000 and process Potentially Hazardous Food	70-22	\$ 525.50	\$ 26.50	\$ 552.00
Sales >\$1,000,000 and process Potentially Hazardous Food	70-11	\$ 1,110.50	\$ 68.50	\$ 1,179.00
Sales > \$25,000 and process Non Potentially Hazardous Food	70-33	\$ 310.00	\$ 19.00	\$ 329.00
Sales < \$25,000 and process Non Potentially or Potentially Hazardous food	70-44	\$ 179.00	\$ 6.00	\$ 185.00
Not engaged in food processing	70-55	\$ 117.50	\$ 4.50	\$ 122.00
Temporary Retail	105	\$ 89.00	\$	\$ 89.00

TATTOO & BODY-PIERCING:				
Body Piercing Establishment	BPP	\$ 176.50	\$ 13.50	\$ 190.00
Tattoo Establishment	BTP	\$ 176.50	\$ 13.50	\$ 190.00
Combined Tattoo and Body-Piercing Establishment	BCP	\$ 237.00	\$ 22.00	\$ 259.00
Temporary Body-Piercing Establishment	BPT	\$ 148.00	\$ 10.00	\$ 158.00
Temporary Tattoo Establishment	BTT	\$ 148.00	\$ 10.00	\$ 158.00
Temporary Combined Tattoo and Body-Piercing Establishment	BCT	\$ 180.00	\$ 10.00	\$ 190.00

MISCELLANEOUS FEES:				
Pre-Inspection - Change/New Owner	101A	\$ 182.00	\$	\$ 182.00
Pre-Inspection - New Construction	101B	\$ 317.20	\$	\$ 317.20
Re-Inspection: 1st	102-1	\$ 156.00	\$	\$ 156.00
Re-Inspection: 2nd	102-2	\$ 213.20	\$	\$ 213.20
Penalty Fee	103	\$ 145.60	\$	\$ 145.60
Duplicate Permit	104	\$ 26.00	\$	\$ 26.00
Operating without a Permit/License- Fee		\$	\$	\$ Double permit fee
Temporary Event Late Application Fee		\$	\$	\$ Double permit fee
Operating without a Certified Food Manager (CFM)		\$ 156.00	\$	\$ 156.00

ANIMAL FACILITIES:				
Pet Store	PS	\$ 83.00	\$	\$ 83.00
Commercial Kennel	CK	\$ 83.00	\$	\$ 83.00
Boarding Kennel	BK	\$ 83.00	\$	\$ 83.00
Grooming Salon	GS	\$ 73.00	\$	\$ 73.00

**WINNEBAGO COUNTY HEALTH DEPARTMENT
2018-19 PERMIT FEE SCHEDULE**

WINNEBAGO COUNTY HEALTH DEPARTMENT

2018-19 PERMIT FEE SCHEDULE

FOOD SERVICE:	4%			# facilities	2017-18		total fee % increase	2018-19	local only
	CODE	LOCAL FEE	STATE FEE		local fee	total fee			
Limited Food Service Restaurant/Limited Mobile Restaurant	FRP/FMP	\$ 178.50	\$ 10.50	\$ 189.00	61	\$ 171.50	\$ 182.00	\$ 11,529.00	full staff
Full Service/Mobile Restaurant - Simple	FRU/FMU	\$ 337.00	\$ 23.00	\$ 360.00	48	\$ 323.00	\$ 346.00	\$ 17,280.00	Labor
Full Service/Mobile Restaurant - Medium	FRM/FMM	\$ 414.00	\$ 33.00	\$ 447.00	259	\$ 397.00	\$ 430.00	\$ 115,773.00	travel/training
Full Service/Mobile Restaurant - Complex	FRC/FMC	\$ 490.00	\$ 54.00	\$ 544.00	90	\$ 469.00	\$ 523.00	\$ 48,960.00	county car
Additional Restaurant Unit	FRX	\$ 92.00	\$ 8.00	\$ 100.00	0	\$ 88.00	\$ 96.00	\$ -	other operating
Mobile Restaurant Base- Prepackaged/Simple	FBI/FBS	\$ 337.00	\$ 23.00	\$ 360.00	8	\$ 323.00	\$ 346.00	\$ 2,880.00	
Mobile Restaurant Base - Medium	FBI	\$ 414.00	\$ 33.00	\$ 447.00	0	\$ 397.00	\$ 430.00	\$ -	Total Expense
Mobile Restaurant Base - Complex	FBC	\$ 490.00	\$ 54.00	\$ 544.00	0	\$ 469.00	\$ 523.00	\$ -	Total plus 15%
Temporary Restaurant For Profit		\$ 155.00	\$ 17.00	\$ 172.00	98	\$ 148.00	\$ 165.00	\$ 18,856.00	
Temporary Restaurant Non Profit > 3 days		\$ 76.00	\$ 17.00	\$ 93.00	25	\$ 73.00	\$ 90.00	\$ 2,325.00	
Beverage Only/No Food Inspection Fee	100	\$ 145.00		\$ 145.00	6	\$ 140.00	\$ 140.00	\$ 870.00	
Addl Beverage Only/No Food Inspection Fee	100A	\$ 56.00		\$ 56.00	0	\$ 54.00	\$ 54.00	\$ -	
School - Full Service Kitchen	FDM	\$ 338.00		\$ 338.00	9	\$ 325.00	\$ 325.00	\$ 3,042.00	
School - Satellite Kitchen	FDS	\$ 190.00		\$ 190.00	29	\$ 183.00	\$ 183.00	\$ 5,510.00	
Exempt Facility Inspection Fee		\$ 57.00		\$ 57.00	0	\$ 55.00	\$ 55.00	\$ -	
Temporary Inspection Fee		\$ 52.00		\$ 52.00	70	\$ 50.00	\$ 50.00	\$ 3,640.00	
		\$ -						\$ -	
		\$ -						\$ -	
		\$ -						\$ -	
LODGING:									
Tourist Rooming House (1-4 rooms)	LTR	\$ 119.00	\$ 11.00	\$ 130.00	6	\$ 114.00	\$ 125.00	\$ 780.00	
Bed & Breakfast (8 rooms or less)	LBB	\$ 117.00	\$ 11.00	\$ 128.00	5	\$ 112.00	\$ 123.00	\$ 640.00	
Hotel / Motel (5-30 rooms)	LHT	\$ 292.50	\$ 20.50	\$ 313.00	14	\$ 280.50	\$ 301.00	\$ 4,382.00	
Hotel / Motel (31-99 rooms)	LH2	\$ 390.00	\$ 28.00	\$ 418.00	12	\$ 374.00	\$ 402.00	\$ 5,016.00	
Hotel / Motel (100-199 rooms)	LH3	\$ 429.50	\$ 35.50	\$ 465.00	4	\$ 412.50	\$ 448.00	\$ 1,860.00	
Hotel / Motel (200 or more rooms)	LH4	\$ 492.00	\$ 49.00	\$ 541.00	0	\$ 471.00	\$ 520.00	\$ -	
Manufactured Home Community (1-20 sites)	150	\$ 128.75	\$ 46.25	\$ 175.00	1	\$ 121.75	\$ 168.00	\$ 175.00	
Manufactured Home Community (21-50 sites)	151	\$ 238.75	\$ 83.25	\$ 322.00	3	\$ 226.75	\$ 310.00	\$ 966.00	
Manufactured Home Community (51-100 sites)	152	\$ 331.50	\$ 129.50	\$ 461.00	2	\$ 313.50	\$ 443.00	\$ 922.00	
Manufactured Home Community (101-175 sites)	153	\$ 423.50	\$ 166.50	\$ 590.00	3	\$ 400.50	\$ 567.00	\$ 1,770.00	
Manufactured Home Community (more than 175 sites)	154	\$ 485.00	\$ 185.00	\$ 670.00	1	\$ 459.00	\$ 644.00	\$ 670.00	
		\$ -						\$ -	
		\$ -						\$ -	
CAMPGROUNDS:									
Campground (1-25 sites)	RC1	\$ 236.50	\$ 17.50	\$ 254.00	0	\$ 226.50	\$ 244.00	\$ -	
Campground (26-50 sites)	RC2	\$ 291.00	\$ 25.00	\$ 316.00	4	\$ 279.00	\$ 304.00	\$ 1,264.00	
Campground (51-99 sites)	RC3	\$ 355.50	\$ 30.50	\$ 386.00	5	\$ 340.50	\$ 371.00	\$ 1,930.00	
Campground (100-199 sites)	RC4	\$ 408.50	\$ 35.50	\$ 444.00	4	\$ 391.50	\$ 427.00	\$ 1,776.00	
Campground (200 + sites)	RC5	\$ 467.00	\$ 41.00	\$ 508.00	0	\$ 447.00	\$ 488.00	\$ -	
Special Event Campground (1-25)	RT1	\$ 176.50	\$ 17.50	\$ 194.00	7	\$ 169.00	\$ 186.50	\$ 1,358.00	
Special Event Campground (26-50)	RT2	\$ 236.00	\$ 25.00	\$ 261.00	2	\$ 226.00	\$ 251.00	\$ 522.00	
Special Event Campground (51-99)	RT3	\$ 293.50	\$ 30.50	\$ 324.00	3	\$ 281.50	\$ 312.00	\$ 972.00	
Special Event Campground (100-199)	RT4	\$ 352.50	\$ 35.50	\$ 388.00	1	\$ 337.50	\$ 373.00	\$ 388.00	
Special Event Campground (200 - 499)	RT5	\$ 412.00	\$ 41.00	\$ 453.00	0	\$ 394.00	\$ 435.00	\$ -	
Special Event Campground (500+)	RT6	\$ 520.00	\$ 41.00	\$ 561.00	0	\$ 498.00	\$ 539.00	\$ -	
		\$ -						\$ -	
		\$ -						\$ -	
OTHER:									
Recreational / Educational Camp	RRE	\$ 235.50	\$ 50.50	\$ 286.00	2	\$ 224.50	\$ 275.00	\$ 572.00	
Swimming Pool	RPP	\$ 325.00	\$ 15.00	\$ 340.00	67	\$ 312.00	\$ 327.00	\$ 22,780.00	
Water Attraction	RWI	\$ 325.50	\$ 17.50	\$ 343.00	2	\$ 312.50	\$ 330.00	\$ 686.00	
Water Attraction, up to 2 pool slides/water slides per basin	RWT	\$ 325.75	\$ 25.00	\$ 350.75	6	\$ 312.00	\$ 337.00	\$ 2,104.50	
Additional Water Slides (per slide in excess of 2 slides)	RWT(A)	\$ 204.00	\$ 15.00	\$ 219.00	0	\$ 195.00	\$ 210.00	\$ -	
		\$ -						\$ -	
		\$ -						\$ -	
RETAIL FOOD SERVICE:									

Sales > \$25,000 and process Potentially Hazardous Food	70-22	\$	525.50	\$	26.50	\$	552.00
Sales > \$1,000,000 and process Potentially Hazardous Food	70-11	\$	1,110.50	\$	68.50	\$	1,179.00
Sales > \$25,000 and process Non-Potentially Hazardous Food	70-33	\$	310.00	\$	19.00	\$	329.00
Sales < \$25,000 and process Potentially Hazardous Food	70-44	\$	179.00	\$	6.00	\$	185.00
Not engaged in food processing	70-55	\$	117.50	\$	4.50	\$	122.00
Temporary Retail	105	\$	89.00	\$		\$	89.00

TATTOO & BODY-PIERCING:

Body Piercing Establishment	BPP	\$	176.50	\$	13.50	\$	190.00
Tattoo Establishment	BTP	\$	176.50	\$	13.50	\$	190.00
Combined Tattoo and Body-Piercing Establishment	BCP	\$	237.00	\$	22.00	\$	259.00
Temporary Body-Piercing Establishment	BPT	\$	148.00	\$	10.00	\$	158.00
Temporary Tattoo Establishment	BT	\$	148.00	\$	10.00	\$	158.00
Temporary Combined Tattoo and Body-Piercing Establishment	BCT	\$	180.00	\$	10.00	\$	190.00

MISCELLANEOUS FEES:

Pre-Inspection - Change/New Owner	101A	\$	182.00	\$		\$	182.00
Pre-Inspection - New Construction	101B	\$	317.20	\$		\$	317.20
Re-Inspection: 1st	102-1	\$	156.00	\$		\$	156.00
Re-Inspection: 2nd	102-2	\$	213.20	\$		\$	213.20
Penalty Fee	103	\$	145.60	\$		\$	145.60
Duplicate Permit	104	\$	26.00	\$		\$	26.00
Operating without a Permit/License- Fee		\$		\$		\$	Double permit fee
Temporary Event Late Application Fee		\$		\$		\$	Double permit fee
Operating without a Certified Food Manager (CFM)		\$	156.00	\$		\$	156.00

ANIMAL FACILITIES:

Pet Store	PS	\$	83.00	\$		\$	83.00
Commercial Kennel	CK	\$	83.00	\$		\$	83.00
Boarding Kennel	BK	\$	83.00	\$		\$	83.00
Grooming Salon	GS	\$	73.00	\$		\$	73.00

TOTAL

1176

36	\$	504.50	\$	531.00	4.0%	\$	19,872.00
25	\$	1,066.50	\$	1,135.00	3.9%	\$	29,475.00
15	\$	298.00	\$	317.00	3.8%	\$	4,935.00
23	\$	172.00	\$	178.00	3.9%	\$	4,255.00
62	\$	112.50	\$	117.00	4.3%	\$	7,964.00
35	\$	85.00	\$	85.00	4.7%	\$	3,115.00
1	\$	169.00	\$	182.50	4.1%	\$	190.00
6	\$	169.00	\$	182.50	4.1%	\$	1,140.00
5	\$	227.00	\$	249.00	4.0%	\$	1,295.00
0	\$	142.00	\$	152.00	3.9%	\$	-
1	\$	142.00	\$	152.00	3.9%	\$	158.00
0	\$	173.00	\$	183.00	3.8%	\$	-
38	\$	175.00	\$	175.00	4.0%	\$	6,916.00
5	\$	305.00	\$	305.00	4.0%	\$	1,586.00
5	\$	150.00	\$	150.00	4.0%	\$	780.00
0	\$	205.00	\$	205.00	4.0%	\$	-
26	\$	140.00	\$	140.00	4.0%	\$	3,785.60
0	\$	25.00	\$	25.00	4.0%	\$	-
0	\$	-	\$	Double permit fee		\$	-
0	\$	-	\$	Double permit fee		\$	-
0	\$	150.00	\$	150.00	4.0%	\$	-
6	\$	80.00	\$	80.00	3.8%	\$	498.00
1	\$	80.00	\$	80.00	3.6%	\$	83.00
13	\$	80.00	\$	80.00	3.8%	\$	1,079.00
16	\$	70.00	\$	70.00	4.3%	\$	1,168.00
Avg. % Chng.						4.0%	\$ 368,093.10 Total estimated revenue

028-052018

RESOLUTION: Authorize the Public Health Department to Accept Grants from Five Separate Grant Programs, for a Total of \$56,875, and Appropriate the Funds to Program Expenses

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Winnebago County Public Health Department received grant funds from five separate grant programs to include the following: Alliance for Wisconsin Youth Grant, Wisconsin Institute for Health Aging Grant, Finding Balance Together Coalition Grant, Hospital Preparedness Grant, and Communicable Disease Control and Prevention Grant; and

WHEREAS, the Alliance for Wisconsin Youth Grant, Wisconsin Institute for Health Aging Grant, and Finding Balance Together Coalition Grant are contract adjustments that allow the Public Health Department to provide additional services; and

WHEREAS, the Communicable Disease Control and Prevention Grant is a new funding source that helps fund state-mandated services related to disease investigation; and

WHEREAS the Hospital Grant is a pass-through grant for which Winnebago County is the fiscal agent. The Health Care Coalition is the agency that manages the Program, which gives approval to various hospitals and other health care providers to purchase emergency preparedness equipment, and which is then reimbursed through the Hospital Grant; and

WHEREAS, the total funds from these other grants exceed the totals included in the 2018 Budget, and at the time the 2018 Budget was prepared, the amounts of these funds were estimated as the amounts were unknown; and

WHEREAS, accepting the additional funding and applying the funds to Program expenses would be beneficial to the residents of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Public Health Department to accept additional grant funding totaling \$56,875 and appropriate the funds to Program expenses in order to meet the grant programs' objectives as outlined in the attached Public Health Grants Adjustment, incorporated herein by reference and made a part of this Resolution.

Respectfully submitted by:

BOARD OF HEALTH

Committee Vote: **6-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

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

Mark L Harris
Winnebago County Executive

Public Health Grants Adjustment

May 2018

Descriptpion	Revenue	Expense
Alliance for Wisconsin Youth Funds	2,600	
Wisconsin Institute for Health Aging	5,575	
Finding Balance Together Coalition (fiscal agent)	30,000	
Hospital Preparedness Grant	9,400	
Communicable Disease Control and Prevention Grant	9,300	
Other Operating Supplies		14,475
Registration and Tuition		3,400
Commercial Travel		3,500
Lodging		3,500
Print Duplicate		2,000
Other Contract Services		30,000
Totals	\$ 56,875	\$ 56,875

1 029-052018

2 **RESOLUTION: Authorize Wisconsin Public Service Corporation to be Granted an**
3 **Electric Utility Easement Within the Sunnyview Expo Center Stadium**
4

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

7 **WHEREAS**, the building of the new stage at the Sunnyview Expo Center Stadium has brought about the need
8 to install a 1,200 amp electrical system to the facility; and

9 **WHEREAS**, a new electrical system will provide power for various concerts and other entertainment events
10 that Winnebago County anticipates will use the stage and surrounding performance area in the future; and

11 **WHEREAS**, in following with standard practices, the installation of this type of electric service requires that
12 Wisconsin Public Service Corporation (WPS) perform work involving the installation of 900 linear feet of underground
13 wire to a transformer set adjacent to the stage; and

14 **WHEREAS**, to facilitate this project, it will be necessary for Winnebago County to convey to WPS an easement
15 that will also serve to avoid future conflicts with other improvements Winnebago County may undertake in surrounding
16 areas in the future; and

17 **WHEREAS**, in conjunction with the installation of an underground electric line and transformer, WPS will
18 assume responsibility for ensuring that the affected property along the easement route is fully restored in an acceptable
19 manner as determined by the Winnebago County Parks Department; and

20 **WHEREAS**, your undersigned Committee believes it is in the best interests of Winnebago County to proceed
21 in approving the above-referenced Sunnyview Expo Center Stadium easement recognizing WPS's right to engage in
22 the aforementioned electric service upgrade as well as WPS's acceptance of future maintenance responsibilities for
23 the line and transformer in perpetuity.

24
25 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors, that it hereby
26 authorizes the Winnebago County Executive to grant a permanent easement to Wisconsin Public Service
27 Corporation as outlined in the attached Utility Easement/Corporation, which is incorporated herein by reference and
28 made a part of this Resolution, for the purpose of installing and maintaining an underground line capable of servicing
29 the electric needs of the new stage and performance area within the Sunnyview Expo Center Stadium.
30

31 Respectfully submitted by:

32 **PARKS AND RECREATION COMMITTEE**

33 Committee Vote: **5-0**

34 Vote Required for Passage: **Majority of Those Present**
35

36 Approved by the Winnebago County Executive this ____ day of _____, 2018.
37

38
39 _____
40 Mark L Harris
Winnebago County Executive

56XXX

DOCUMENT NUMBER

UTILITY EASEMENT / CORPORATION

THIS INDENTURE is made this _____ day of _____, _____, by and between _____, a **Wisconsin Corporation / Limited Liability company** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin corporation, along with its successors and assigns (collectively, "Grantee"). For One Dollar and No/100 (\$1.00) and/or for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant unto said Grantee the perpetual right, permission, authority, privilege and easement, to construct, install, operate, maintain, inspect, remove, replace or abandon in place all equipment ("Facilities") necessary or useful for the purpose of transmitting electrical energy and/or gas for light, heat and power or for such other purpose as electric energy and/or gas is now or may hereafter be used, and for communication upon, over, across, within and above and/or beneath certain "Easement Area(s)" as shown below, or on attached Exhibit "A", on land owned by said Grantor in the **City / Village / Town of _____, County of _____, State of Wisconsin**, described as follows, to-wit:

Return to:
Wisconsin Public Service Corp.
Real Estate Dept.
P.O. Box 19001
Green Bay, WI 54307-9001

Parcel Identification Number (PIN)

A 12 foot wide easement strip, the center line of which is described as follows:

See the **Attached Exhibit "A"**

Grantor acknowledges that the measurements used in the above description or shown on the attached Exhibit "A" are approximate. Grantor agrees that the actual location of grantee's facilities as built and installed will be controlling as to the location of the easement granted.

Grantor grants to the Grantee the perpetual right, privilege and easement to enter upon the Easement Area for the purpose of constructing, installing, operating, maintaining, inspecting, removing, replacing or abandoning in place the Facilities. The Grantee shall have the right to enter on and across any of the Grantor's property outside of the Easement Area as may be reasonably necessary to gain access to the Easement Area and as may be reasonably necessary for the installation, operation, maintenance, inspection, removal or replacement of the Grantee's Facilities. Except in the event of an emergency, Grantee shall make reasonable efforts to notify the Grantor before going upon Grantor's property outside of the Easement Area.

Should Grantee's work on its Facilities require excavation, the Grantee shall restore the surface of the Easement Area to its condition prior to Grantee's work. All work performed by the Grantee pursuant to this Easement will be performed in a safe and proper workmanlike manner

The Grantee shall have the right to control all brush and trees within the Easement Area by cutting, trimming, chemically treating and/or other means as may be reasonably necessary, within Grantee's exclusive judgment, to prevent interference with or damage to Grantee's Facilities.

In order to insure the use of the Easement Area conforms with the (Wisconsin Gas Safety Code) (Wisconsin Electrical Code) and the Grantee's construction standards, the Grantor shall not permit any of the following to occur within the Easement Area without first securing the written consent of the Grantee: (i) construction of any improvements, including buildings or other structures; (ii) placement of any other objects, or (iii) change the grade more than four (4) inches.

Grantee shall indemnify and hold Grantor harmless from and against any liability associated with Grantee's use or occupation of the Easement Area, except where such liability arises from the negligence or willful misconduct of Grantor.

The covenants herein contained shall bind the parties hereto and their respective heirs, executors, administrators, successors, and assigns. No failure or delay of either Party in enforcing its rights hereunder shall act as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right set forth herein. This Easement may be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

WITNESS the hand and seal of the Grantor the day and year first above written.

Corporate Name

Sign Name above

Print Name & Title above

Sign Name above

Print Name & Title above

STATE OF _____)
COUNTY OF _____)SS

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same.

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Jacob Braun
INTEGRYS BUSINESS SUPPORT, LLC

R/C #0

LOCATION #

WR#

1 **030-052018**

2

3 **RESOLUTION: Authorize Land and Water Conservation Department to Accept \$10,000 from**
4 **Ducks Unlimited Inc for Technical Assistance and Project Construction Oversight**
5 **for Phase Two of the Lake Poygan Breakwall Project, and Appropriate the Funds**
6 **to Capital Outlay Expenses**

7

8

9

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10

11 **WHEREAS**, Ducks Unlimited Inc has entered into a contract with the Winnebago County Land and Water
12 Conservation Department to provide project planning, survey, design, and construction management for “Phase Two”
13 of the “Lake Poygan Breakwall Project”; and

13

14 **WHEREAS**, the Land and Water Conservation Department will be receiving an additional \$10,000 from
15 Ducks Unlimited Inc for services provided in 2018; and

15

16 **WHEREAS**, the intended use of these funds is to offset the cost of replacement survey equipment.

16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes the Winnebago County Land and Water Conservation Department to accept additional funding totaling
19 \$10,000 from Ducks Unlimited Inc for services provided in 2018, and appropriate the funds to the Land and Water
20 Conservation Department’s Capital Outlay Expenses Account.

20

21

22 **Fiscal Impact:** There is no fiscal impact, it is levy neutral.

22

23

24

25

26

27

28

29

30

31

32

33

34

35

36

37

38

39

40

41

42

43

44

45

46

47

48

49

50

51

52

53

54

55

56

Respectfully submitted by:

LAND CONSERVATION COMMITTEE

Committee Vote: **7-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

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

Mark L Harris
Winnebago County Executive

031-052018

RESOLUTION: Authorize the Land and Water Conservation Department to Accept an Additional \$6,358 from the 2018 Soil and Water Resource Management (SWRM) Grant of the Joint Department of Agriculture, Trade, and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR)

To The Winnebago County Board of Supervisors:

WHEREAS, pursuant to §§ 92.14, 281.65 and 281.66, Wis. Stats., the Wisconsin Department of Agriculture, Trade and Consumer Protection (DATCP) and the Wisconsin Department of Natural Resources (DNR) are authorized to jointly allocate funds to assist counties in carrying out land and water resource protection programs and services that focus on the abatement of nonpoint sources of pollution; and

WHEREAS, the DATCP's and DNR's joint Soil and Water Resource Management (SWRM) Grant has awarded the Winnebago County Land & Water Conservation Department an additional \$6,358 in funding for staff and support expenses; and

WHEREAS, the intended use of these funds is to offset the cost of replacing survey equipment.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Land and Water Conservation Department to accept additional Soil and Water Resource Management Grant funding, totaling \$6,358, and appropriate the funds to Land and Water Conservation Department's Capital Outlay Expense Account.

Fiscal Impact: There is no fiscal impact, it is levy neutral.

Respectfully submitted by:

LAND CONSERVATION COMMITTEE

Committee Vote: **7-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

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

Mark L Harris
Winnebago County Executive

032-052018

RESOLUTION: Appropriate an Additional \$50,000 to UW Fox Valley Science Wing Boiler Project from General Fund Contingency Account

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the UW Fox Valley Science Wing Boiler project was originally budgeted to cost \$430,000; and

WHEREAS, the project bid came in at approximately \$530,000; and

WHEREAS, the project is underfunded by approximately \$100,000; and

WHEREAS, the project is funded 50% by Outagamie County and 50% by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED that by the Winnebago County Board of Supervisors that it hereby authorizes Winnebago County to contribute an additional \$50,000 (50% of the \$100,000 additional funding) to complete the UW Fox Valley Science Wing Boiler Project.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds needed to complete the UW Fox Valley Science Wing Boiler Project be transferred from the Winnebago County General Fund Contingency Account.

Fiscal Impact: This will reduce the General Fund Contingency Account by \$50,000. The balance prior to this transfer is \$250,000.

Respectfully submitted by:

UW EDUCATION EXTENSION AND AGRICULTURE COMMITTEE

Committee Vote: **4-0**

Respectfully submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Committee Vote: **4-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

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

Mark L Harris
Winnebago County Executive

1	2
3	4
5	6
7	8
9	10
11	12
13	14
15	16
17	18
19	20
21	22
23	24
25	26
27	28
29	30
31	32
33	34
35	

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, direct benefits to the Veterans have been reduced to very small amounts and the detail of these benefits is no longer readily available to the public.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of this Resolution be forwarded to all Wisconsin Legislators.

TOM SNIDER, District 35

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

Mark L Harris
Winnebago County Executive

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, one part-time Public Health Nurse working in the Communicable Disease Unit has recently left County employment; and

WHEREAS, there has been a reduction in the number of Public Health Nurse staff assigned to the Communicable Disease Unit, and the workload of that Unit justifies refilling the existing part-time position at a full-time level; and

WHEREAS, as a result of other personnel changes that have already taken place in 2018, increasing this position to full-time will not require any budget adjustments for the current year.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the Table of Organization for the Winnebago County Public Health Department, effective immediately, by deleting one part-time Public Health Nurse position and adding one full-time Public Health Nurse position.

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

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

Mark L Harris
Winnebago County Executive