

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, OCTOBER 16, 2018**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, October 16, 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:
 - Resolutions from other counties:
 - Door County – Resolution No. 2018-63: Resolution in Support of Increased County Child Support Funding
 - Door County – Resolution No. 2018-64: In Support of Increasing the Compensation for Defense Counsel Appointed by the Wisconsin Public Defender's Office
 - Douglas County – Resolution #55-18: Compensation Increases for Defense Attorneys Assigned by State Public Defender Office Supported
 - Sawyer County – Resolution No. 2018-31: Urging the State of Wisconsin to provide the resources to fully staff the Sawyer County District Attorney's Office
 - Notices of Claim:
 - Joshua Lietz for damage to his vehicle
 - Adam Kuborn and Joseph & Nancy Kuborn for damages as a result of an incident with Local police agencies
 - Petitions for Zoning Amendment:
 - James E. Collis, Town of Winneconne, rezoning from A-2 to R-1 for tax parcel nos. 030-0204-05 and 030-0204-06
 - Tony Welnicke (ZBW, LLC); Town of Poygan, rezoning from B-2 to R-1 for tax parcel no. 020-0138-02
 - Lonnie T. Darland, Town of Nekimi, rezoning from R-1/A-2 to A-1/R-1 for tax parcel nos. 012-0647(p) and 012-0647-01-01(p)
 - Todd Goheen, Town of Algoma, rezoning from A-2 to R-1 for tax parcel no. 002-0240-10-01
 - Jonathan Faulks, Town of Wolf River, rezoning from A-2 to R-2 for tax parcel no. 032-0096(p)
 - Jay R. Jones, Town of Algoma, rezoning from A-2 to R-2 & R-3 for tax parcel nos. 002-0028-19-05 and 002-0030
 - Ian S. House, Town of Oshkosh, rezoning from R-1 wetland to R-1 wetland boundary adjustment for tax parcel no. 018-0406-05
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the September 4 & 18, 2018 County Board meetings
- County Executive's Report
- County Board Chairman's Report
- County Board Chairman's Appointment:
 - Judiciary & Public Safety Committee/Emergency Management Committee – Supervisor Vicki Schorse

ZONING REPORTS & ORDINANCES

Report No. 01 – Integrity Constructions, LLC; Town of Vinland

Amendatory Ordinance No. 10/01/2018 – Rezoning to R-2 Suburban Low Density for tax parcel no. 026-0256-02

Report No. 02 – Randall B. Streblow, Town of Nekimi

Amendatory Ordinance No. 10/02/18 – Rezoning to A-2 General Agriculture for tax parcel nos. 012-0390(p) and 012-0391-23(p)

RESOLUTIONS AND ORDINANCES

- RESOLUTION NO. 056-072018: Advocate the State Legislature to prohibit the Use and Practice of Conversion Therapy to Minors Within the State of Wisconsin
Submitted by:
AARON WOJCIECHOWSKI, District 16
- RESOLUTION NO. 072-102018: Resolution Awarding the Sale of \$8,075,000 General Obligation Promissory Notes
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 073-102018: Disallow Claim of Bob Messerschmidt
Submitted by:
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 074-102018: Authorize the Transfer of \$27,697 from the other Operating Expense Category to the Labor Expense Category of the Coroner's 2018 Budget to Cover Wage and Fringe Overage Anticipated Due to Additional Workload and Participation in Two Pilot Programs for Overdose and Suicide Death Reviews
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 075-102018: Authorize Transfer of Jurisdiction and Maintenance of Segments of Three Separate County Highways to the City of Oshkosh
Submitted by;
HIGHWAY COMMITTEE
- RESOLUTION NO. 076-102018: Execute Easement Agreement Between Winnebago County and Fox Valley Technical College
Submitted by:
AVIATION COMMITTEE
- RESOLUTION NO. 077-102018: Authorize Execution of Airport Facilities Use Agreement Between Oshkosh Corporation and Winnebago County
Submitted by:
AVIATION COMMITTEE

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk

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

PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

**Special Orders Session
September 4, 2018**

and

**Adjourned Session
September 18, 2018**

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

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

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, SEPTEMBER 4, 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: 32 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Hogan, Albrecht, Gabert, Binder, Wallin, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Snider. Excused: 1 – Wise. Absent: 3 - Spellman, Wojciechowski and Joas.

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

PUBLIC HEARING

No one from the public addressed the board.

COMMITTEE REPORTS

No committee reports.

CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Wise is excused from tonight's meeting.

Chairman Ramos announced that Supervisor Robl asked the board to help celebrate his 91st birthday by having a piece of birthday cake.

TAXIWAY "A" RECONSTRUCTION CAPITAL PROJECT

Jim Schell, Airport Director, presented to the board the capital project of reconstructing Taxiway A (Alpha) at the airport. This taxiway was built in 1967, which makes it over fifty years old. This is the full taxiway next to the primary runway for the airport. It is 10,000 feet long and 50 feet wide.

Mr. Schell described in detail the pavement conditions and how the taxiway is utilized during EAA. The primary goal is to reconstruct/rehabilitate the pavement of 8,200 linear feet of this taxiway; adding five foot paved shoulders for safety issues; replacing current lights with LED lights; and improve storm drainage. This would also include reconstructing five taxiway connectors that intersect with this taxiway.

The funding for this project will be roughly \$5,500,000.00. \$5,250,000.00 is FAA discretionary funds. The total projected cost for the project is \$10,500,000.00. Mr. Schell intends to look at all aspects to make sure everything is in line.

Mr. Schell provided outlines of the project. They hope to begin design work this fall and to be able to start the construction project in 2020. This would be phase one of the project. The county's portion of \$15,000 for engineering and design will be brought to the September 18 county board meeting for approval.

Mr. Schell then took questions from the board. A copy of this presentation is available on the county's website: <https://www.co.winnebago.wi.us/node/13898> or in the County Clerk's office.

AVIATION BUSINESS PARK TAXIWAY CAPITAL PROJECT

Jim Schell, Airport Director, presented to the board the capital project of constructing an Aviation Business Park taxiway to connect the Aviation Business Park to the Airport. In 2013, the City of Oshkosh and Winnebago County partnered to purchase 80 acres of land adjacent to the airport for the Aviation Business Park; the city purchased 50 acres and the county 30 acres.

The City of Oshkosh has provided about \$3 million in improvements to this property which includes, sewer, water, electric and pavement. To date, the business park has not been connected to the airport. The business park would benefit greatly by this connection.

Mr. Schell discussed the funding for this project. At the September 18, 2018 meeting, he will be coming to the board for \$45,000.00 for the design of this project. The estimated construction cost for this project is \$500,000.00.

Mr. Schell then took questions from the board. A copy of this presentation is available on the county's website: <https://www.co.winnebago.wi.us/node/13898> or in the County Clerk's office.

CAPITAL PROJECT STATUS REPORT

Vicky Fitzgerald, Director of Finance, presented a timeline of all capital improvement projects that shows the completion date and status of all of these projects. This report shows the resolution number, when the project was approved, the date it was

approved and first funded, the amount that was budgeted for the project, the amount that was actually spent, and if the project was over or under the actual budget. The report shows the status and the completion of the project. The report also includes the total authorized budget for all projects, the actual amount spent for all projects and the total amount over or under budget for these projects. She spoke about projects that she felt the board would be most interested in. Ms. Fitzgerald stated that this report will be included in the county board packets each month.

Ms. Fitzgerald pointed out that capital projects are borrowed from bond proceeds. They can only be spent on capital projects and/or debt repayment. The borrowed amount needs to be spent within two years or you can be penalized, then the bond issues would be taxable. The Finance Department has a report of all transactions regarding all general fund transfers. This is watched very closely.

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

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adjourn until the Board's next meeting on Tuesday, September 18, 2018. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:30 p.m.

Respectfully submitted,
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held September 4, 2018.

Julie A. Barthels
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, SEPTEMBER 18, 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: 33 - Konetzke, Brunn, Borchart, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Albrecht, Gabert, Binder, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Wise, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 3 – Eisen, Wallin and Schorse.

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

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS AND PETITIONS

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

- Resolutions from other counties:
 - Jackson County – Resolution 30-8-2018: “Urging the State of Wisconsin to Increase Compensation for Defense Counsel Assigned by the State Public Defender” was referred to the Legislative Committee.
 - Pepin County – Resolution No. 20-18: “Support for HR 54.29 – SIREN Act of 2018” was referred to the Legislative Committee.
 - Racine County – Resolution No. 2018-45: “Resolution by Government in Support of Increased Public Defender Access and Pay” was referred to the Legislative Committee.
 - Waushara County – Resolution No. 38-08-18: “In Support of Increased Public Defender Access and Pay” was referred to the Legislative Committee.
- Notice of Claim:
 - Notice of Claim from Bob Messerschmidt for damage to his vehicle when it was hit by a County Highway Department vehicle on August 14, 2018 was referred to the Personnel and Finance Committee.
 - Notice of Claim from Bobbi Jo Stockero for damage to her boat that occurred on July 15, 2018 by the Winnebago County Sheriff's Department boat when checking for her registration was referred to the Personnel and Finance Committee.
- Zoning Petition:
 - No. 01 – A zoning request from Michael J. Werth, Town of Vinland; for tax parcel no. 026-0256-02; to rezone from A-2 General Agriculture District to R2 Suburban Residential District to build a home was referred to the Planning and Zoning Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Finch reported that there will be the Annual Wheel Chair Wash to be held at Bergstrom Cadillac, 150 N. Green Bay Road, Neenah from 10:00 a.m. to 2:00 p.m. on Saturday, September 22, 2018. There will be food and music at this event. Supervisor Finch encouraged everyone to come and enjoy.

Supervisor Egan reported that there will not be a Legislative Committee meeting in September.

Motion by Supervisor Konetzke and seconded by Supervisor Finch to approve the proceedings from the August 21, 2018 county board meeting with a correction from Supervisor Eisen to his committee report on Page 48.
CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Mark Harris reported that the 2019 budget book is being finalized.

Executive Harris spoke in support of the following resolutions:

- Resolution No. 068-092018 – Authorize Transfer of \$45,000 from the Airport Fund Balance to a Capital Project Fund for the Engineering and Design Costs to Construct a Taxiway at the Aviation Business Park.
- Resolution No. 069-092018 – Authorize Transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the Reconstruction of Taxiway A (Alpha) for Winnebago County's Share of Engineering and Design Costs.

COUNTY EXECUTIVE'S APPOINTMENTS

BOARD OF HEALTH

Executive Harris asked for the Board's approval of his appointment of David Allen Zerbe, 1031 Washington Avenue, Oshkosh, to the Board of Health. This is a two-year term which will expire July 1, 2020.

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

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisors Schorse and Eisen were excused from this meeting.

Chairman Ramos recognized Supervisor Snider for his appointment as Vice-Chairman of the NACo Veteran's Service Committee.

Chairman Ramos reminded all supervisors of the Wisconsin Counties Association Conference to be held September 23 – 25, 2018 in LaCrosse, WI.

Chairman Ramos reminded all Supervisors that the County Board's Budget Hearings will start on Monday, October 29 at 6:00 p.m. in the County Board room and continue on Tuesday, October 30 at 8:30 a.m. Supervisors should confirm with the County Clerk's office if they want the budget book electronically or a hard copy.

ZONING REPORTS & ORDINANCES

No zoning reports or ordinances for September.

RESOLUTIONS & ORDINANCES

RESOLUTION NO. 068-092018: Authorize Transfer of \$45,000 from the Airport Fund Balance to a Capital Project Fund for the Engineering and Design Costs to Construct a Taxiway at the Aviation Business Park

WHEREAS, in 2013, in a joint venture between the City of Oshkosh and the County of Winnebago, eighty (80) acres of land were purchased on the southeast side of Wittman Regional Airport for the development of an Aviation Business Park. Currently, approximately fifty (50) acres are owned by the County of Winnebago, and thirty (30) acres are owned by the City of Oshkosh; and

WHEREAS, since the initial land purchase, the City of Oshkosh has constructed improvements to the business park, which is currently valued at approximately \$3 million; and

WHEREAS, constructing a 370" long by 50" wide taxiway connecting the Aviation Business Park to the Airport grounds will cause the business park to be attractive to and fully capable of being developed by entities who wish to construct facilities on either side of Aerolnnovate Way; and

WHEREAS, development efforts aimed at attracting new entities to the business park have been underway for several years; however, the lack of a physical connection between the airport grounds and the business park has been a detractor; and

WHEREAS, this project is part of the five (5)-year capital improvement plan and is scheduled to begin in 2018; and

WHEREAS, The Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation (DOT) may make funding available for reimbursement once an entity or company has constructed a facility in the park or has signed an agreement to do so; and

WHEREAS, the total cost to construct the taxiway is currently estimated to be \$500,000; and

WHEREAS, the total project funding is not immediately available, but engineering and design work need to be completed so that Winnebago County will be prepared to proceed with the project when the funds become available; and

WHEREAS, the engineering and design work is currently estimated to cost \$45,000.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$45,000 from the Airport Fund Balance to a capital project fund for the purpose of paying the engineering and design costs to construct a 370" X 50" taxiway connecting the Aviation Business Park to Wittman Regional Airport grounds.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that when the project is ready to move forward with construction, the Wittman Regional Airport Director, with the support of the Aviation Committee, will submit a resolution asking the Board to approve funding for the entire project.

Submitted by:

AVIATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Gabert and seconded by Supervisor Lautenschlager to adopt. Supervisor Gabert noted that an amendment needed to be made to Line 14 to read as follows: "Whereas, constructing a 370 **feet** long by 50 **feet** wide taxiway..."; Line 19 to read as follows: "a been a detractor; and"; and Line 33 to read as follows: "the engineering and design costs to construct a taxiway connecting the Aviation Business Park to ...". Vote on Amendment: CARRIED BY VOICE VOTE.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

RESOLUTION NO. 069-092018: Authorize Transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the Reconstruction of Taxiway A (Alpha) for Winnebago County's Share of Engineering and Design Costs

WHEREAS, Taxiway A ("Alpha"), the 50" wide parallel runway to Runway 18/36, the primary runway at Wittman Regional Airport, is in need of reconstruction; and

WHEREAS, in addition to serving as the full parallel taxiway to Runway 18/36, Taxiway A serves a critical role for the annual EAA AirVenture fly-in and convention as a second primary runway; and

WHEREAS, major portions of Taxiway A were constructed in 1967 and are reaching the end of their useful life span; and

WHEREAS, in 2015, an inspection of airport pavements commissioned by the Wisconsin Department of Transportation (DOT) Bureau of Aeronautics (BOA) noted that the Pavement Condition Index (PCI) Report showed large sections of pavement on Taxiway A were deteriorating and were slated for reconstruction and forecasted that the primary section of Taxiway A to be reconstructed will fall below the minimum service level by 2021; and

WHEREAS, reconstruction of Taxiway with concrete will achieve an estimated thirty (30) to fifty (50) year life span and match the aircraft wheel loading strength associated with Runway 18/36; and

WHEREAS, this project has been included in the Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation (DOT) capital improvement plan with \$6,000,000 currently programmed for construction funding and \$300,000 programmed for engineering and design funding; and

WHEREAS, this project is part of the five (5)-year capital improvement plan and is scheduled for 2018; and

WHEREAS, available funding for the engineering and design work from the FAA (90%) and the WI DOT (5%) will cover 95% of the project costs; and

WHEREAS, the total cost to complete the design phase of this project is estimated to be \$300,000, making Winnebago County's share \$15,000; and

WHEREAS, it is anticipated that the programmed construction funding will become available in 2019.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the purpose of paying Winnebago County's share of engineering and design costs.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that when the project is ready to move forward with construction, the Aviation Committee at the request of the Airport Director will submit a resolution asking the Board to approve funding for the construction phase of this project.

Submitted by:

AVIATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Gabert and seconded by Supervisor Powers to adopt. Supervisor Gabert noted that an amendment needed to be made to Line 8 to read as follows: "Whereas, Taxiway A ("Alpha"), the 50 **feet** wide parallel runway to **Runway** Taxiway 18/36, the primary runway"; and Line 18 to read as follows: "Whereas, reconstruction of Taxiway **A** with concrete will achieve an estimated thirty (30) to fifty (50) year". Vote on Amendment: CARRIED BY VOICE VOTE.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

RESOLUTION NO. 070-092018: Authorize the Public Health Department to Accept Grants and Donations from Four Separate Grant Programs, Totaling \$72,300, and Appropriate the Funds to Program Expenses

WHEREAS, the Winnebago County Public Health Department received grant funds from four separate grant programs/donations: Hospital Preparedness Grant, Opioid Harm Prevention Grant, United Way donation, and Anthem Blue Cross / Blue Shield donation; 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 Opioid Harm Prevention Grant is a new funding source that helps to assess local situations and needs for the opioid epidemic; and

WHEREAS the United Way donation is a new funding source that, pursuant to a policy recently passed by the City of Oshkosh, provides signage for Oshkosh parks notifying park-goers that the location is a tobacco free area; and

WHEREAS the Anthem Blue Cross / Blue Shield donation is a new funding source that provides literature to increase community awareness of tobacco free parks in Oshkosh; and

WHEREAS, the total funds from these grants exceed the estimated totals included in the 2018 Budget, as the amounts of these funds were unknown at the time the Budget was prepared; 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 and donations totaling \$72,300 and appropriate the funds 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 Norton and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 071-092018: Authorize Borrowing an Amount Not to Exceed \$8,075,000,
and Authorize the Issuance and Sale of General Obligation
Promissory Notes Therefore**

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

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

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

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$8,075,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.

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

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to §67.12(12), Wis Stats, a principal sum not to exceed EIGHT MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) from a purchaser or purchasers to be determined by competitive sale (the "Purchaser").

Section 2. Sale of the Notes. To evidence such indebtedness, the Winnebago County Chairperson and Winnebago County Clerk are hereby authorized, empowered, and directed to make, execute, issue, and sell to the Purchaser for, on behalf of, and in the name of the County, general obligation promissory notes aggregating a principal amount not to exceed EIGHT MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) (the "Notes"). There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

Section 3. Notice of Sale. The County Finance Director (in consultation with the County's financial advisor, Robert W. Baird & Co. Incorporated) is hereby authorized and directed to cause notice of the sale of the Notes to be disseminated at such times and in such manner as the Finance Director may determine.

Section 4. Official Notice of Sale. The Winnebago County Finance Director (in consultation with the County's financial advisor, Robert W. Baird & Co. Incorporated) shall also cause an Official Notice of Sale to be prepared and distributed and may prepare or cause to be prepared and distributed an Official Statement or other form of offering circular.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Winnebago County Board of Supervisors shall consider taking further action to provide the details of the Notes and to award the Notes to the lowest responsible bidder or bidders therefore.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules, or other actions of the Winnebago County Board of Supervisors, or any parts thereof, in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

Motion by Supervisor Robl and seconded by Supervisor Finch to adjourn until the October 16, 2018 meeting at 6:00 p.m. The meeting was adjourned at 6:30 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 September 18, 2018.

Julie A. Barthels
Winnebago County Deputy Clerk

Please note the correction of the date for the April 2019 business meeting that was printed in the 2018-2019 Official Directory.

October 30	Budget	8:30 A.M.
October 31	Budget	8:30 A.M.
November 1	Budget	8:30 A.M.
November 20	Business	6:00 P.M.
December 17	Christmas Party	6:00 P.M.
December 18	Business	6:00 P.M.

2019

January 8	Special Orders	6:00 P.M.
January 15	Business	6:00 P.M.
February 12	Business	6:00 P.M.
March 5	Special Orders	6:00 P.M.
March 19	Business	6:00 P.M.
April 23	Business	6:00 P.M.
April 16	Business	6:00 P.M.
May 7	Special Orders	6:00 P.M.
May 20	Tour	8:30 A.M.
May 21	Business	6:00 P.M.
June 18	Business	6:00 P.M.
July 16	Business	6:00 P.M.
August 20	Business	6:00 P.M.
September 3	Special Orders	6:00 P.M.
September 17	Business	6:00 P.M.
October 15	Business	6:00 P.M.
October 28	Budget	6:00 P.M.
October 29	Budget	8:30 A.M.
October 30	Budget	8:30 A.M.
October 31	Budget	8:30 A.M.
November 19	Business	6:00 P.M.
December 16	Christmas Party	6:00 P.M.
December 17	Business	6:00 P.M.

18.0 GENERAL DUTIES OF THE COUNTY BOARD

18.1 COMMITTEES, COMMISSIONS, BOARDS

18.2 The County Board shall be the Board of Jurisdiction for all County Board standing committees.

18.3 Any decision of any Standing Committee may be appealed to the Board by any Supervisor at any regular or special Board meeting.

18.4 Any County Board Member may attend, without voting privileges, any open or closed meeting of any County Board Committee, Commission or Board.

18.5 The public may attend any open meetings of the County Board, and/or its Committees, Commissions, or Boards.

18.6 No County Board member shall permanently chair more than one committee. This rule shall not apply to the chair of the Legislative Committee.

19.0 ANNUAL TOUR

19.1 The County Board shall make an annual inspection of County owned properties and facilities during the month of May.

19.2 The agenda for this tour shall be compiled by the County Board Chair.

Shiloh J. Ramos
Chairman
County Board



112 OTTER AVENUE, P.O. BOX 2806
OSHKOSH, WISCONSIN 54903-2806

(920) 232-3430
FAX (920) 232-3435

Winnebago County

Office of the County Clerk

The Wave of the Future

TO: Members of the Winnebago County Board

FROM: Shiloh Ramos

DATE: October 16, 2018

RE: Appointment to the Judiciary & Public Safety Committee / Emergency Management Committee

Subject to your approval, I am appointing Supervisor Vicki Schorse to the Judiciary & Public Safety Committee / Emergency Management Committee. Supervisor Schorse will replace Supervisor Tim Hogan, who has resigned from these committees.

Thank you in advance for your support of this appointment.

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-4590 filed with the County Clerk by:

INTEGRITY CONSTRUCTION LLC, Town of VINLAND and referred to the Planning and Zoning Committee on 9/18/2018 and

WHEREAS, a Public Hearing was held on 9/25/2018, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: INTEGRITY CONSTRUCTIONS LLC,
Agent(s): N/A

Location of Premises Affected: 6811 WOODENSHOE RD, NEENAH, WI 54956

Legal Description: Being all of Lot 1 of CSM-7383, located in the NE 1/4 of the NE 1/4, Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin.

Tax Parcel No.: 026-0256-02

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 checked="" type="checkbox"/>	Shoreland		
	<input type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	Wetlands		

WHEREAS,

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

And

WHEREAS, we received notification from the Town of VINLAND 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:

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

- 1) Town does have an adopted plan
- 2) Action does agree with Town adopted Town plan

County Findings:

- 1) The Town of Vinland has approved.
- 2) There were no objectors
- 3) Proposed use is compatible with adjacent uses.
- 4) Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 10/01/18

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4590 as follows:

Being all of Lot 1 of CSM-7383, located in the NE 1/4 of the NE 1/4, Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-2 Suburban Low Density Residential,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

Mark Harris
County Executive

County Board Supervisory district **30 FARREY**

A PART OF THE NORTHEAST 1/4 OF THE
NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 19
NORTH, RANGE 16 EAST, TOWN OF VINLAND,
WINNEBAGO COUNTY, WISCONSIN

200 100 0 200

SCALE - FEET

BEARINGS ARE REFERENCED TO THE
EAST LINE OF THE NORTHEAST 1/4 OF
SECTION 12, TOWNSHIP 19 NORTH,
RANGE 16 EAST, WHICH BEARS
S00°36'47"E PER WINNEBAGO COUNTY
COORDINATE SYSTEM.



David M. Schmalz
July 27, 2018

UNPLATTED
LANDS
DOCUMENT
No. 1712550

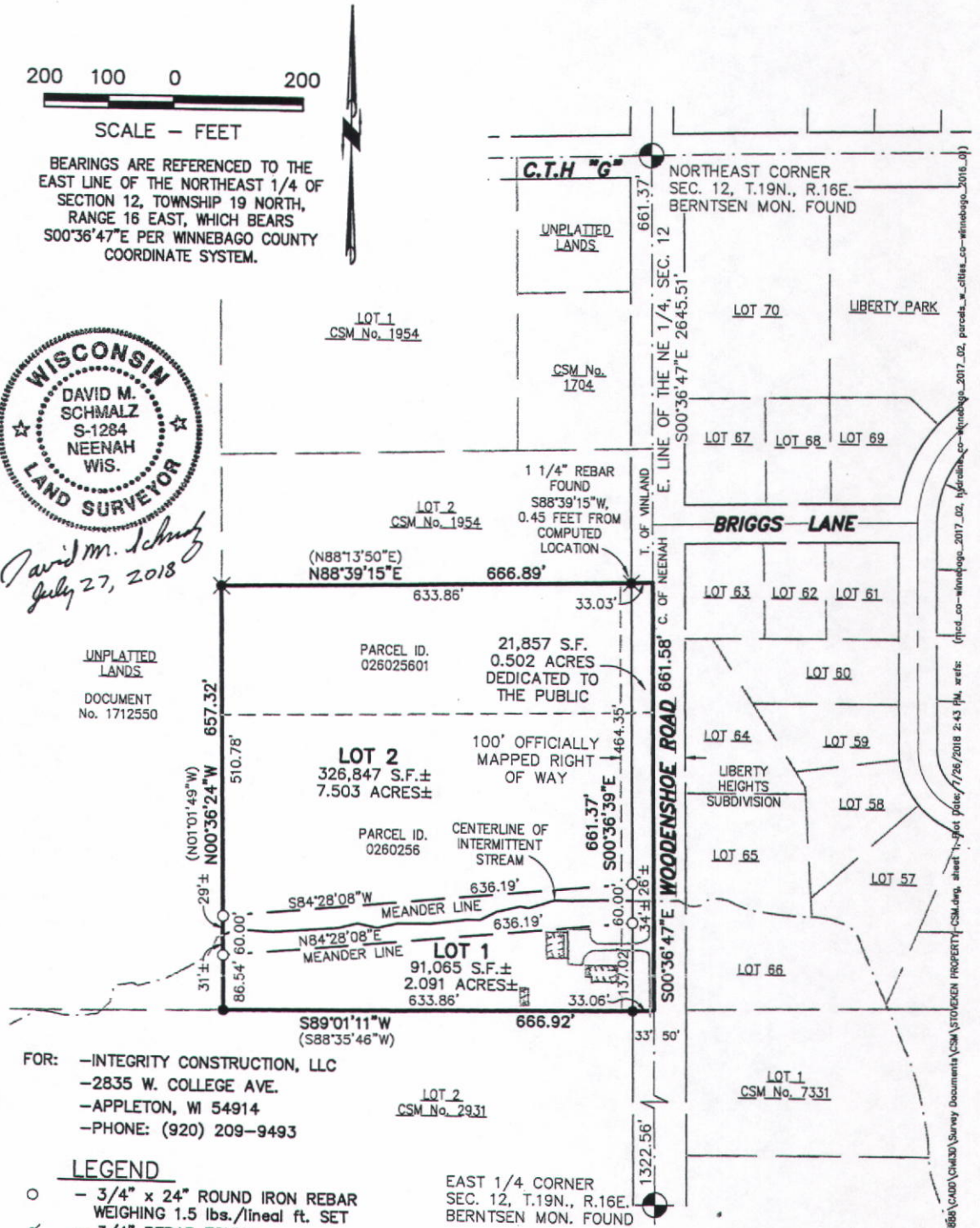
FOR: -INTEGRITY CONSTRUCTION, LLC
-2835 W. COLLEGE AVE.
-APPLETON, WI 54914
-PHONE: (920) 209-9493

LEGEND

- - 3/4" x 24" ROUND IRON REBAR
WEIGHING 1.5 lbs./lineal ft. SET
- ✱ - 3/4" REBAR FOUND
- - 1" IRON PIPE FOUND (1.315" O.D.)
- ✱ - 1 1/4" REBAR FOUND
- ⊙ - CERTIFIED LAND CORNER
WINNEBAGO COUNTY
- () - RECORDED BEARING AND/OR DISTANCE
- S.F. - SQUARE FEET

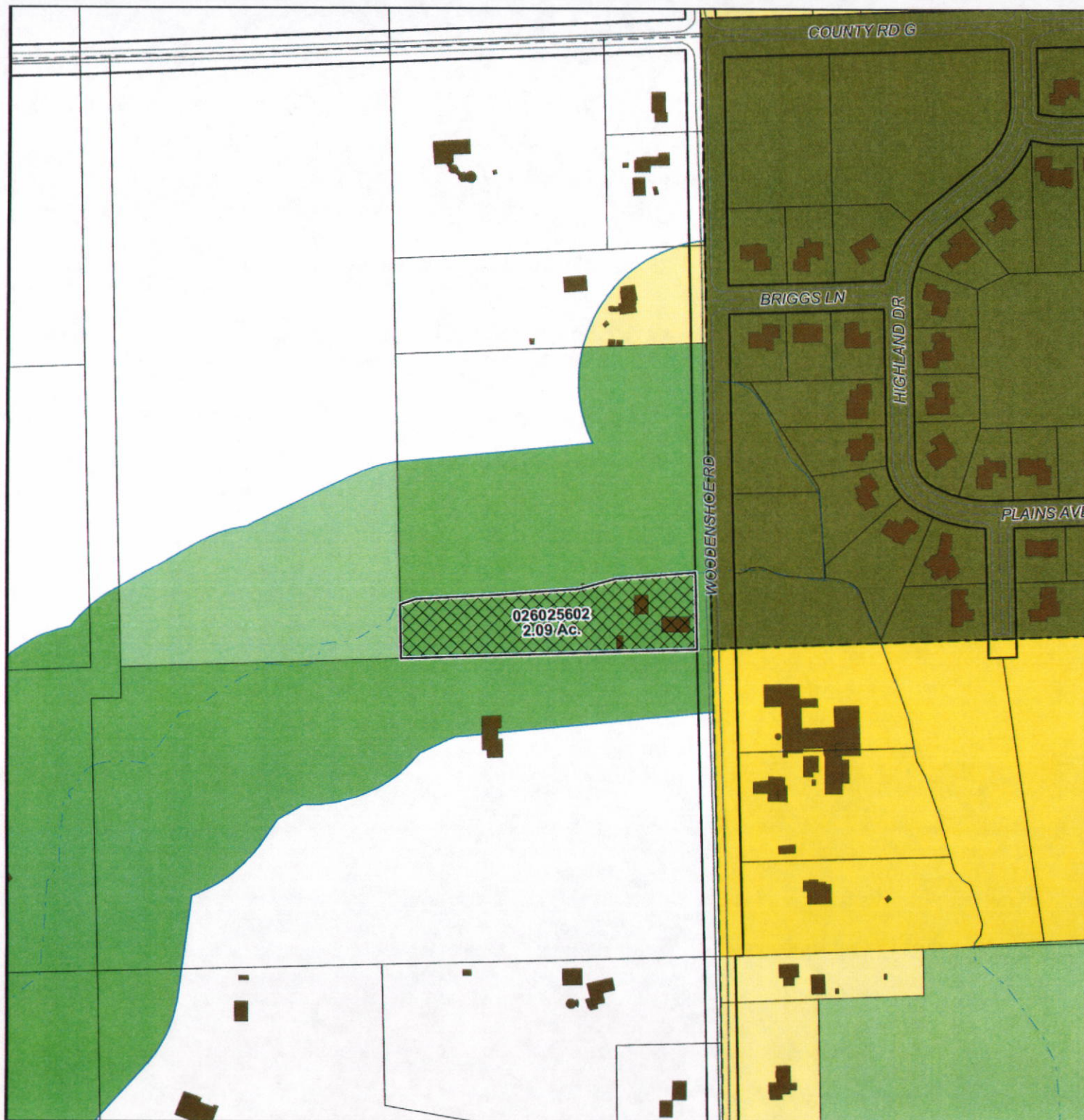
DRAFTED BY: COREY KALKOFEN

EAST 1/4 CORNER
SEC. 12, T.19N., R.16E.
BERNTSEN MON. FOUND



McMAHON
ENGINEERS ARCHITECTS

McMAHON ASSOCIATES, INC.
1445 McMAHON DRIVE NEENAH, WI 54956
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM



Application #18-ZC-4590

Date of Hearing:

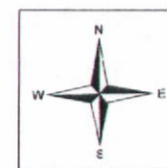
September 25, 2018

Owner(s):

Integrity Construction LLC

Subject Parcel(s):

026025602



Winnebago County
WINGS Project

Scale

1 inch : 300 feet

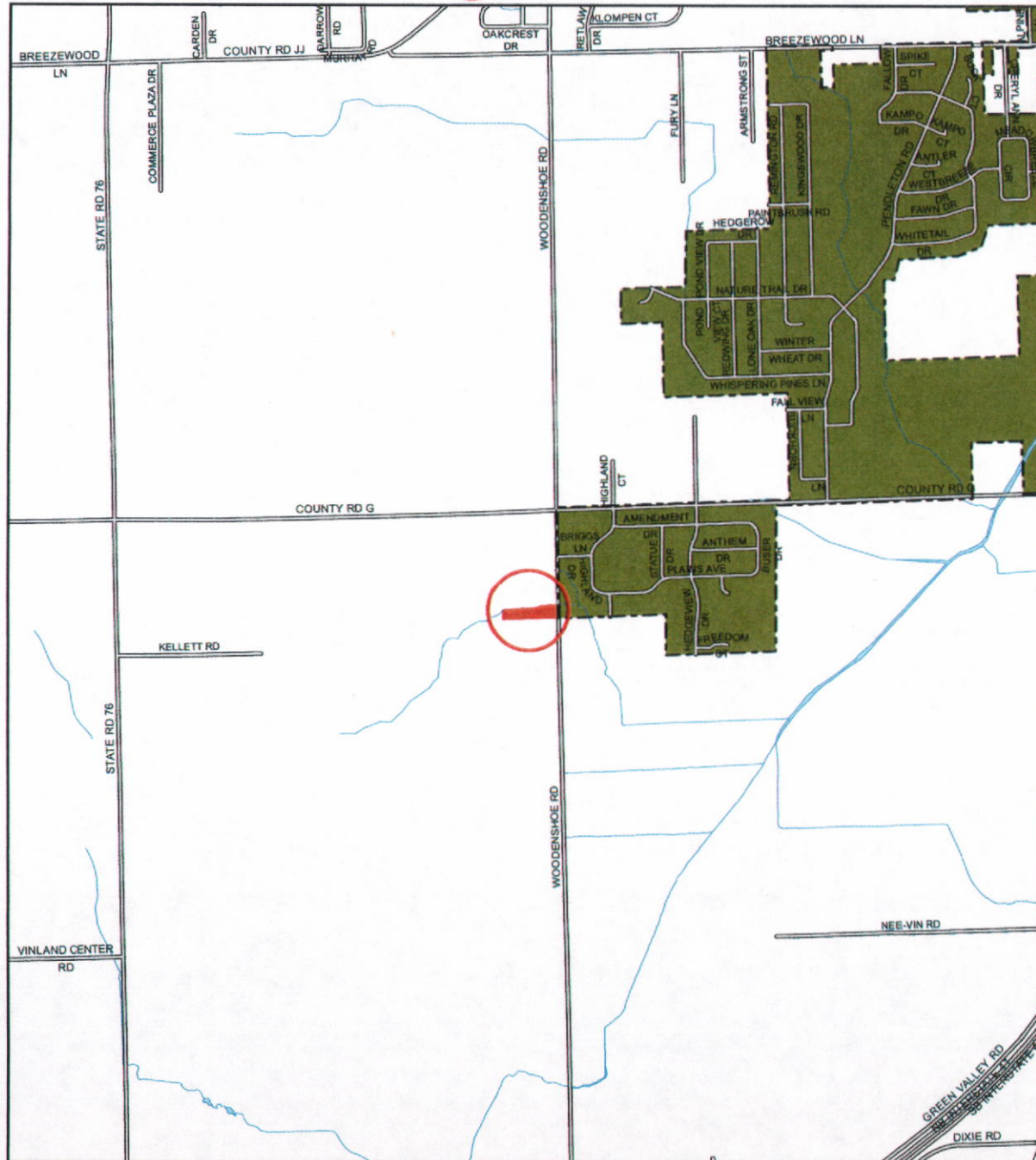
County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

○ = SITE



1 inch : 2,000 feet

Application #18-ZC-4590

Date of Hearing:

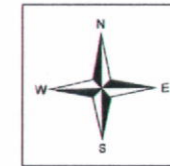
September 25, 2018

Owner(s):

Integrity Construction LLC

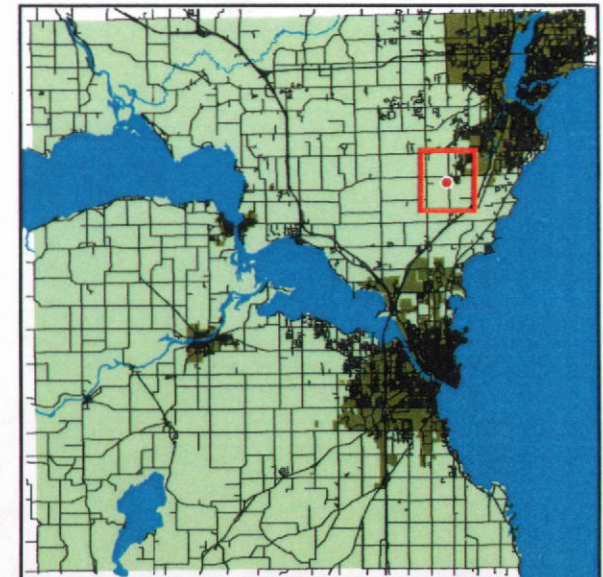
Subject Parcel(s):

026025602



*Winnebago County
WINGS Project*

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2018-ZC-4560 filed with the County Clerk by:

STREBLOW, RANDALL B, Town of NEKIMI and referred to the Planning and Zoning Committee on 8/21/2018 and

WHEREAS, a Public Hearing was held on 8/28/2018, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: STREBLOW, RANDALL B
Agent(s):

Location of Premises Affected: WEST OF 3361 DOYLE LN
OSHKOSH, WI 54902

Legal Description: Being a part of Lot 2 of CSM-6154 located in the SE 1/4 of the NE 1/4, and also part of the SW 1/4 of the NE 1/4, all in Section 22, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0390(p) & 012-0391-23(p)

Sewer:	<input type="checkbox"/>	Existing	<input checked="" 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 type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	Wetlands		

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

And

WHEREAS, we received notification from the Town of NEKIMI 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 NEKIMI 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 adopted Town plan

1) The Town of Nekimi has approved.

2) There were no objectors

3) Proposed use is compatible with adjacent uses.

4) Zoning Map Amendment/Zoning Change is required as a condition of plat/CSM approval and will place development in appropriate zoning district.

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 3-0.

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 # 10/02/18

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4560 as follows:

Being a part of Lot 2 of CSM-6154 located in the SE 1/4 of the NE 1/4, and also part of the SW 1/4 of the NE 1/4, all in Section 22, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

FROM: R-8 Manufactured/Mobile Home Park,
A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

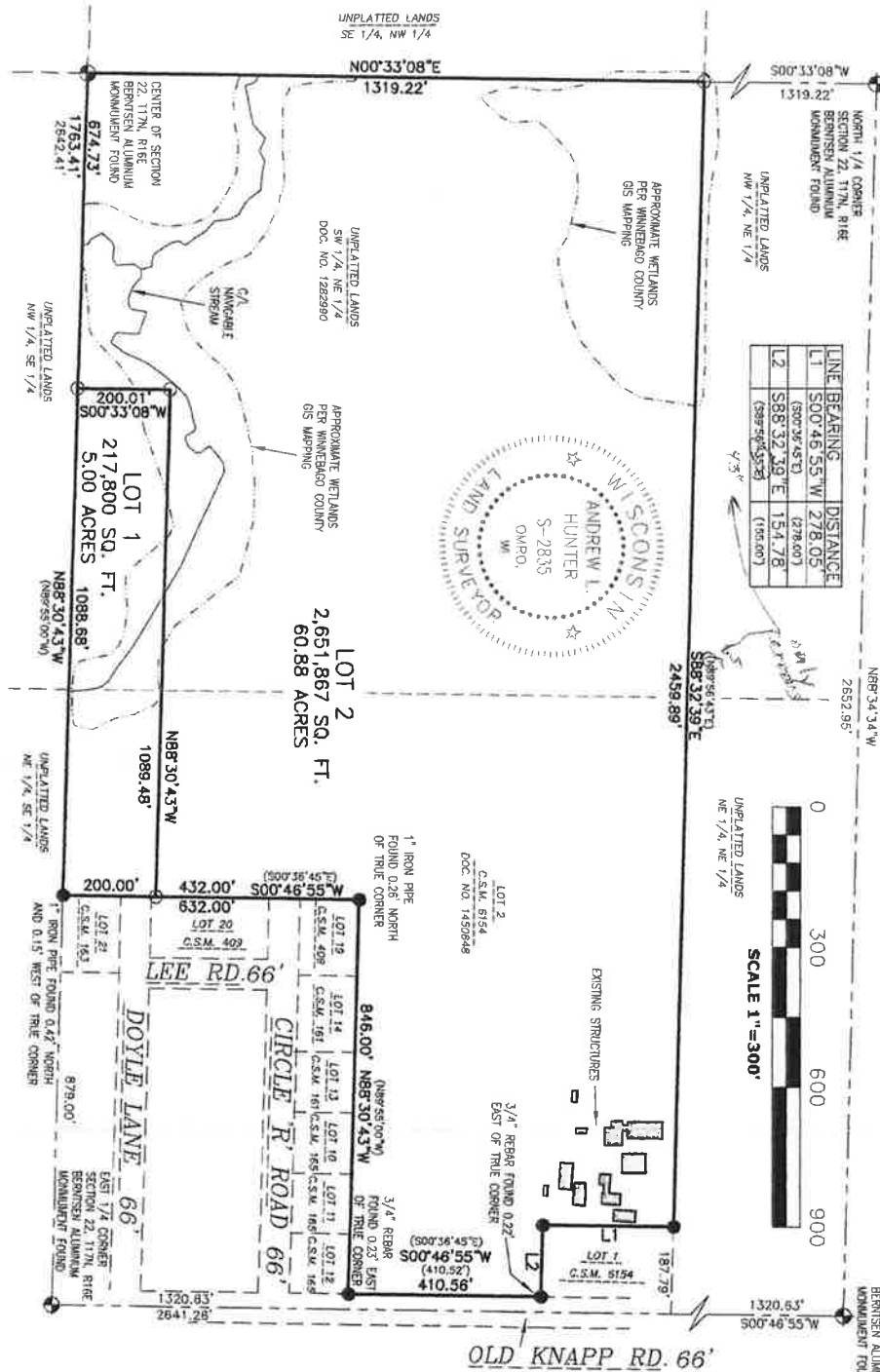
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Mark Harris
County Executive

County Board Supervisory district 32- KELLER

CERTIFIED SURVEY MAP NO. _____ SHEET 1 OF 3

BEING THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALSO ALL OF LOT 2
 CERTIFIED SURVEY MAP NO. 6154 BEING PART OF THE SOUTHEAST 1/4,
 NORTHEAST 1/4, ALL IN SECTION 22, TOWNSHIP 17 NORTH, RANGE 16 EAST,
 TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN.

**NOTES**

ALL DISTANCES ARE MEASURED TO THE NEAREST HUNDREDTH OF A FOOT.
 BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM
 (WINNEBAGO COUNTY) NAD 83(97) WHERE THE SOUTH LINE OF THE NE 1/4
 OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 16 EAST BEARS N86°30'43\"/>

SUBDIVIDER

PAUL B. STRELOW
 1185 OLD KNAPP RD.
 OSHKOSH, WI 54602
 TAX PARCEL NUMBERS
 012039123 AND 0120390

LEGEND

- () DENOTES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT
- DENOTES 3/4 INCH DIAMETER IRON REBAR FOUND, UNLESS OTHERWISE NOTED.
- DENOTES 1 INCH INSIDE DIAMETER IRON PIPE 18 INCHES LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.

06/08/2018	 WISCONSIN LAND SURVEYING INC. <i>Professional Service You Can Trust</i>
PROJECT 5472	
SHEET 1 OF 3	
5020 LEONARD POINT RD. OSHKOSH, WI 54904 www.wisconsinlandsurveying.com (920)410-7744	

Application #18-ZC-4560

Date of Hearing:
August 28, 2018

Owner(s):
Streblow, Randall B.

Subject Parcel(s):
0120390(P) & 012039123(P)



Winnebago County
WINGS Project

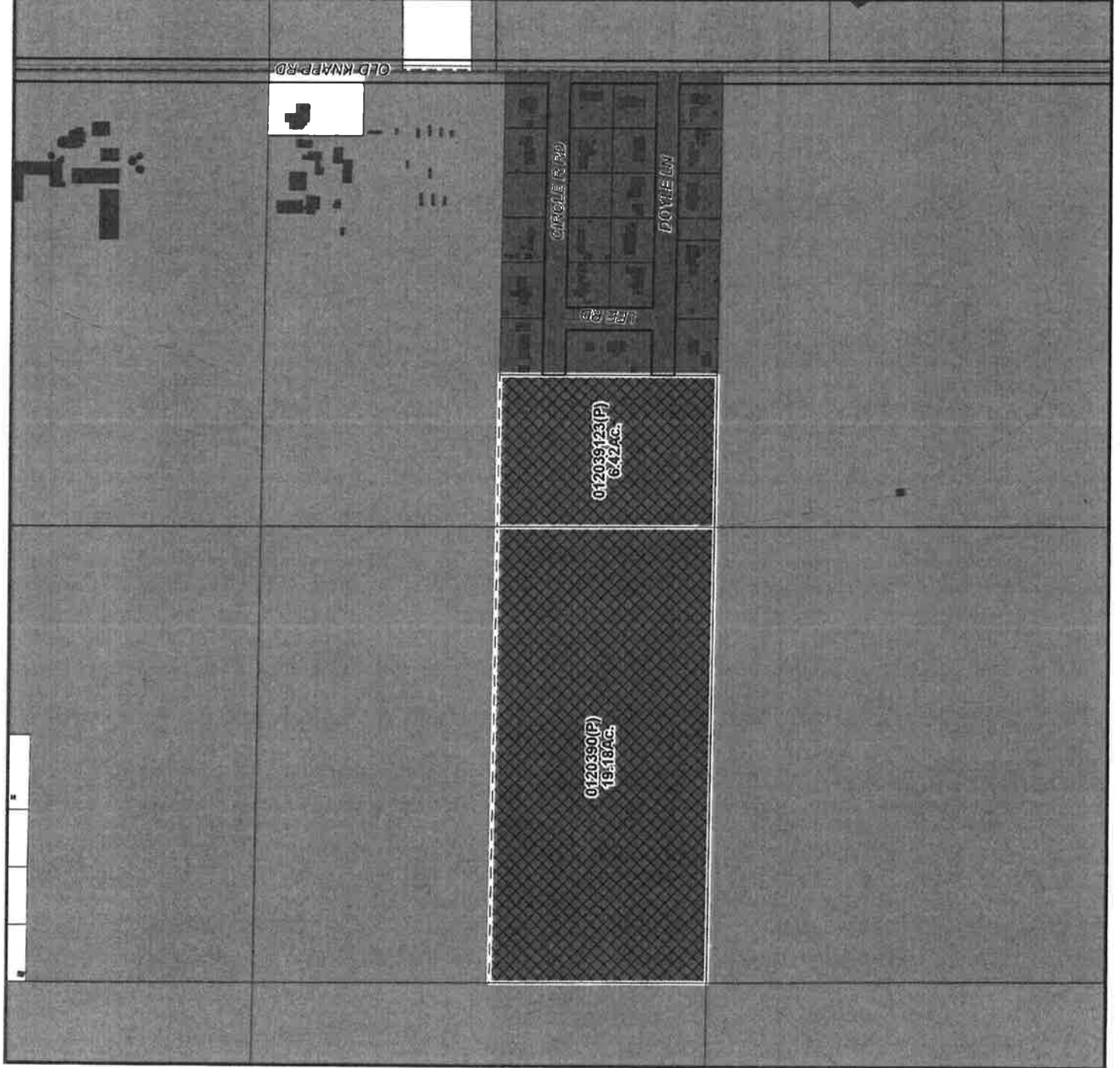
Scale
1 inch : 400 feet

County Zoning Districts

R-1	FDD	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-4560

Date of Hearing:

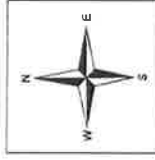
August 28, 2018

Owner(s):

Streblow, Randall B.

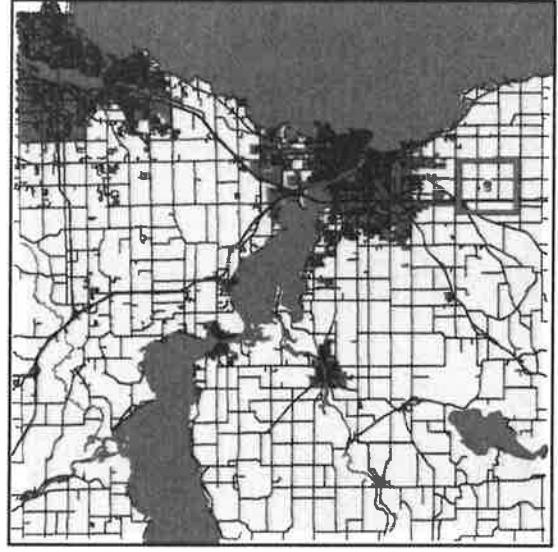
Subject Parcel(s):

0120390(P) & 012039123(P)



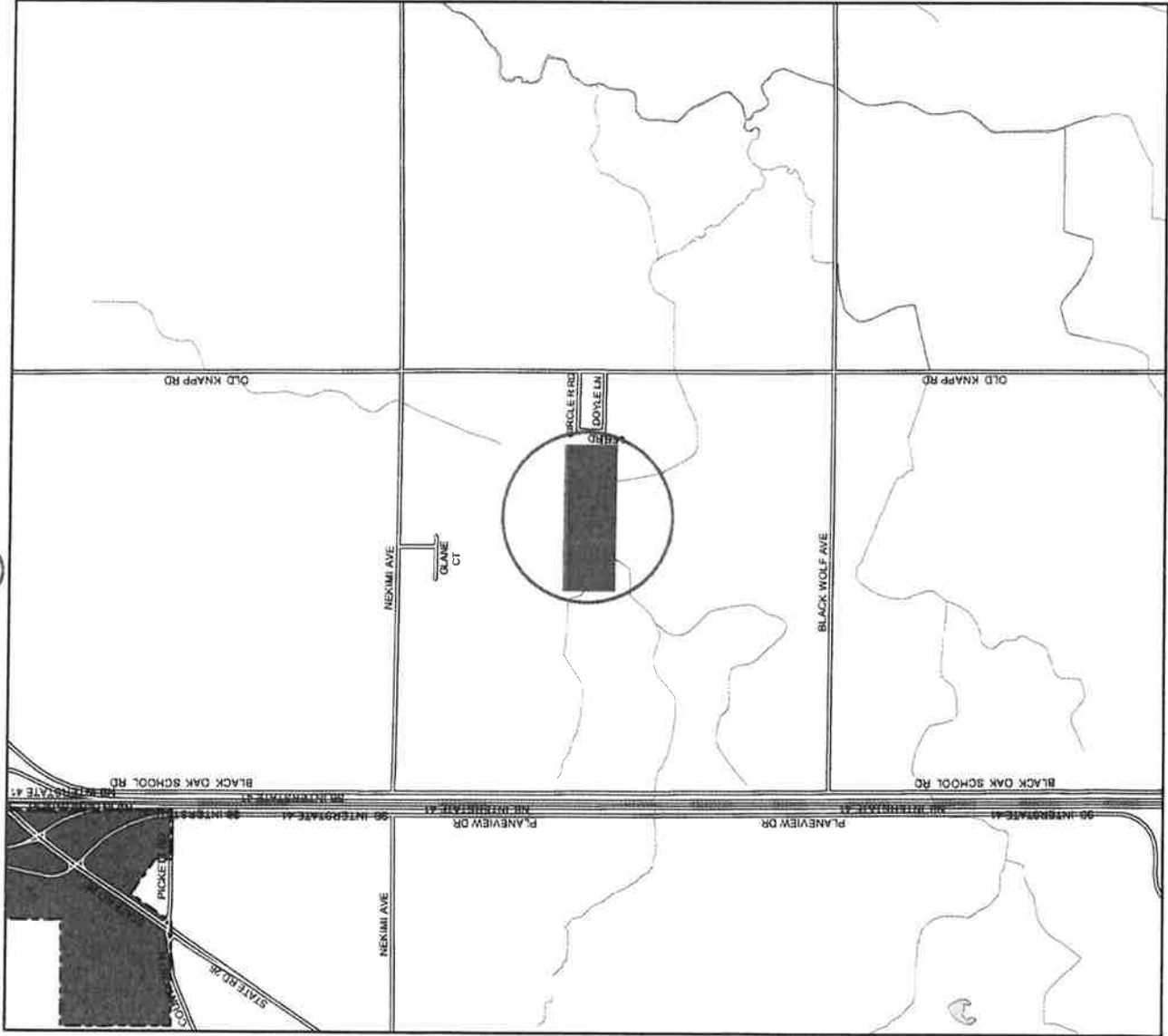
Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

1 056-072018

2 **RESOLUTION: Advocate the State Legislature to Prohibit the Use and Practice of**
3 **Conversion Therapy to Minors Within the State of Wisconsin**
4

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

6 **WHEREAS**, the Human Rights Campaign has rated Oshkosh 29th out of 100 in its 2017 Municipal Equality
7 Index, which examines how inclusive state, county, and city laws, policies, and services are of the LGBTQ people
8 who live and work in Oshkosh.

9 **WHEREAS**, conversion therapy is a practice that is detrimental to the mental, emotional, and physical well-
10 being of LGBTQ individuals; and

11 **WHEREAS**, "conversion therapy" means any practice that seeks to change an individual's gender
12 expression, gender identity, or sexual orientation, including efforts to change behaviors or to eliminate or reduce
13 sexual or romantic attractions or feelings toward individuals of the same sex; and

14 **WHEREAS**, "conversion therapy" does not include counseling or therapy that provides acceptance, support,
15 and understanding of the individual or the facilitation of an individual's coping, social support, and identity exploration
16 and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe
17 sexual practices, or counseling for an individual seeking to transition from one gender to another.

18 **WHEREAS**, California, Connecticut, District of Columbia, Hawaii, Illinois, Maryland, Nevada, New
19 Hampshire, New Jersey, New Mexico, Oregon, Rhode Island, Vermont, and Washington, have all banned conversion
20 therapy for minors in their states; and

21 **WHEREAS**, 34 cities and/or counties including Milwaukee, WI, have passed local conversion therapy bans.

22
23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Winnebago
24 County hereby advocates the prohibition of conversion therapy practices for individuals under 18 years of age in the
25 State of Wisconsin.

26
27 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby supports the
28 implementation of a ban against the use of conversion therapy practices for individuals under the age of 18 pursuant
29 to amendments to the Wisconsin State Statutes and Administrative Code rules.

30
31 **BE IT FURTHER RESOLVED**, by the Winnebago County Board of Supervisors that it hereby directs the
32 Winnebago County Clerk to forward this Resolution to the Wisconsin Counties Association, the Office of Governor
33 Scott Walker, and all state legislators and assembly members representing Winnebago County constituents.

34 Respectfully submitted by:

35 **AARON WOJCIECHOWSKI, District 16**

36 Committee Vote: _____

37 Vote Required for Passage: ~~Majority of Those Present~~ **Three-Fourths of Those Members Present**

38

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

40

41 _____
42 Mark L Harris
Winnebago County Executive

1 072-102018

2 **RESOLUTION: Resolution Awarding The Sale of \$8,075,000 General Obligation**
3 **Promissory Notes**
4

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

6 **WHEREAS**, on September 18, 2018, the County Board of Supervisors of Winnebago County,
7 Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the
8 "Authorizing Resolution") authorizing the issuance and providing for the sale of general obligation
9 promissory notes (the "Notes") in an amount not to exceed \$8,075,000 for the public purpose of paying
10 the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites,
11 including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing
12 furnishings, fixtures and equipment (collectively, the "Project"); and

13 **WHEREAS**, pursuant to the Authorizing Resolution, the County Board of Supervisors directed
14 Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes to pay the cost
15 of the Project; and

16 **WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice of
17 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting
18 forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered
19 for public sale on October 16, 2018; and

20 **WHEREAS**, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes to
21 be published and/or announced and caused the Official Notice of Sale to be distributed to potential
22 bidders offering the Notes for public sale; and

23 **WHEREAS**, the County has duly received bids for the Notes as described on the Bid Tabulation
24 attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

25 **WHEREAS**, it has been determined that the bid proposal (the "Proposal") submitted by the
26 financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in
27 the Official Notice of Sale and is deemed to be the most advantageous to the County. Baird has
28 recommended that the County accept the Proposal. A copy of said Proposal submitted by such
29 institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

30
31 **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County that:

32 Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of
33 Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as
34 and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and
35 circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the
36 County and Baird in connection with the preparation and distribution of the Official Notice of Sale and any
37 other offering materials are hereby ratified and approved in all respects.

38 Section 1A. Award of the Notes.

39 For the purpose of paying the cost of the Project, there shall be
40 borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT MILLION
41 SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) from the Purchaser in accordance with the terms
42 and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the
43 sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The
44 Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to
45 execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser
46 shall be retained by the County Treasurer and applied in accordance with the Official Notice of Sale, and
47 any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall
bear interest at the rates set forth on the Proposal.

48 Section 2. Terms of the Notes.

49 The Notes shall be designated "General Obligation Promissory
50 Notes"; shall be issued in the aggregate principal amount of \$8,075,000; shall be dated November 6,
51 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and
52 upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years
53 and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and
54 incorporated herein by reference. Interest shall be payable semi-annually on April 1 and October 1 of
55 each year commencing on April 1, 2019. Interest shall be computed upon the basis of a 360-day year of
56 twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking
57 Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service
Schedule attached hereto as Exhibit D-2 and incorporated herein by reference (the "Schedule").

58 Section 3. Redemption Provisions.

59 The Notes maturing on April 1, 2026 and thereafter are
60 subject to redemption prior to maturity, at the option of the County, on April 1, 2025 or on any date
61 thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by
62 the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the
date of redemption.

63 Section 4. Form of the Notes.

64 The Notes shall be issued in registered form and shall be
65 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by
this reference.

66 Section 5. Tax Provisions.

67 (A) Direct Annual Irrepealable Tax Levy.

68 For the purpose of paying the principal of and
69 interest on the Notes as the same becomes due, the full faith, credit and resources of the County are
70 hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a
71 direct annual irrepealable tax in the years 2018 through 2027 for payments due in the years 2019 through
2028 in the amounts set forth on the Schedule.

72 (B) Tax Collection.

73 So long as any part of the principal of or interest on the Notes remains
74 unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of
said tax until all such payments have been made or provided for. After the issuance of the Notes, said

75 tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other
76 taxes and in the same manner and at the same time as other taxes of the County for said years are
77 collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the
78 amount of any surplus money in the Debt Service Fund Account created below.

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

83 Section 6. Segregated Debt Service Fund Account.

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

89 Within the debt service fund, there hereby is established a separate and distinct account
90 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated
91 November 6, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the
92 indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited
93 into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery
94 of and payment for the Notes; (ii) any premium which may be received by the County above the par value
95 of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any
96 amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when
97 due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes
98 when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further
99 deposits as may be required by §67.11, Wis Stats.

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

Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund separate and distinct from all other funds of the County and disbursed solely for the purpose or purposes for which borrowed or for the payment of the principal of and the interest on the Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the general fund of the County or of any special revenue fund of the County that is supported by property taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after the purpose or purposes for which the Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

148 County certifying that the County can and covenanting that it will comply with the provisions of the Code
149 and Regulations.

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

155 Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated
156 as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of
157 financial institutions to deduct from income for federal income tax purposes, interest expense that is
158 allocable to carrying and acquiring tax-exempt obligations.

159 Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in
160 printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson
161 and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or
162 corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County
163 of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile
164 signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual
165 signature of the officer but, unless County has contracted with a fiscal agent to authenticate the Notes, at
166 least one of the signatures appearing on each Note shall be a manual signature. In the event that either
167 of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing,
168 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they
169 had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do
170 all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements
171 as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the
172 officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction
173 with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency,
174 disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore
175 entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

176 Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall
177 be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

178 Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for
179 the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose
180 name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all
181 purposes and payment of either principal or interest on any Note shall be made only to the registered
182 owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon
183 such Note to the extent of the sum or sums so paid.

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

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

193 Section 14. Record Date. The 15th day of the calendar month next preceding each interest
194 payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the
195 Notes on any interest payment date shall be made to the registered owners of the Notes as they appear
196 on the registration book of the County at the close of business on the Record Date.

197 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to
198 make the Notes eligible for the services provided by The Depository Trust Company, New York, New
199 York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of
200 Representations, which the County Clerk or other authorized representative of the County is authorized
201 and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket
202 Issuer Letter of Representations is not presently on file in the County Clerk's office.

203 Section 16. Official Statement. The County Board of Supervisors hereby approves the
204 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as
205 "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange
206 Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by
207 officers of the County in connection with the preparation of such Preliminary Official Statement and any
208 addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing,
209 the appropriate County official shall certify the Preliminary Official Statement and any addenda or final
210 Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any
211 addenda or final Official Statement to be distributed to the Purchaser.

212 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and
213 agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if
214 required by the Rule to provide continuing disclosure of certain financial information and operating data
215 and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking
216 shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided
217 that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to
218 obtain specific performance of the obligations thereunder and any failure by the County to comply with
219 the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded October 16, 2018.

ATTEST:

Susan T. Ertmer
County Clerk

Shiloh J. Ramos, Chairperson
Winnebago County Board of Supervisors

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

Committee Vote: _____

Vote Required for Passage: **Three-Fourths of Members-Elect**

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

Mark L. Harris
Winnebago County Executive

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the
Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the
Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED NO. R-____	UNITED STATES OF AMERICA STATE OF WISCONSIN WINNEBAGO COUNTY GENERAL OBLIGATION PROMISSORY NOTE	DOLLARS \$_____
--------------------------	--	--------------------

MATURITY DATE:	ORIGINAL DATE OF ISSUE:	INTEREST RATE:	CUSIP:
April 1, _____	November 6, 2018	_____%	_____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$8,075,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of constructing, remodeling and improving

roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures and equipment, as authorized by resolutions adopted on September 18, 2018 and October 16, 2018. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the County, on April 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

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

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

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

WINNEBAGO COUNTY, WISCONSIN

By: _____
Shiloh J. Ramos
Chairperson

(SEAL)

By: _____
Susan T. Ertmer
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

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

(Depository or Nominee Name)

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

(Authorized Officer)

I, _____, _____
(name) (title)
of _____
(official name of municipality)

OB\49843026.1

3. **Notification of Media.** On the _____ day of _____, 20__ at approximately _____ o'clock __.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the _____, or, if none exists, to a news medium (County, City, etc.) likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a _____ meeting of the (regular, special, adjourned annual, etc.) _____ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

Attest: _____
Name:
Title:

Name:
Title:

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)



411 East Wisconsin Avenue
Suite 2350
Milwaukee, Wisconsin 53202-4426
414.277.5000
Fax 414.271.3552
www.quarles.com

Attorneys at Law in
Chicago
Indianapolis
Madison
Milwaukee
Minneapolis
Naples
Phoenix
Scottsdale
Tampa
Tucson
Washington, D.C.

October 5, 2018

VIA EMAIL

Ms. Vicky K. Fitzgerald
Finance Director
Winnebago County
112 Otter Avenue
P.O. Box 2808
Oshkosh, WI 54901

**Re: Winnebago County
\$8,075,000 General Obligation Promissory Notes**

Dear Ms. Fitzgerald:

Attached is a draft of the **Award Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Robert W. Baird & Co. Incorporated ("Baird"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the County Board of Supervisors at its meeting on October 16, 2018 after the bid opening earlier that day.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the County (or if the County has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the County Board of Supervisors has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of a quorum of the County Board of Supervisors is necessary to adopt the Resolution.

You will note in reviewing the Resolution that some of the exhibits will be provided to the County on the day of sale. It is our understanding that Baird will provide this information to you and to us after the bid opening and prior to the meeting on October 16, 2018. We will then email a final copy of the Resolution, including all exhibits, on the day of sale (October 16, 2018) prior to the meeting for the County Board of Supervisors to review and approve.

Ms. Vicky K. Fitzgerald
October 5, 2018
Page 2

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the October 16, 2018 meeting.

Please feel free to contact me at (414) 277-5761 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMN:adb
Enclosures
#960556.00028

cc: Ms. Susan T. Ertmer (w/enc. via email)
Mr. Doug Petraszak (w/enc. via email)
Mr. Brad Viegut (w/enc. via email)
Mr. Justin Fischer (w/enc. via email)
Ms. Katherine Voss (w/enc. via email)
Ms. Rebekah Freitag (w/enc. via email)

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

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

Submitted by:

Committee Vote: **5-0**

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

23
24

SUSAN T. ERTMER
County Clerk



Winnebago County
Office of the County Clerk

The Wave of the Future

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

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

NOTICE OF CLAIM

Date: September 5, 2018

To: Doug, Linda and Joan

Re: Claim from Bob Messerschmidt for damage to his vehicle when it was hit by a County Highway Department vehicle on August 14, 2018.

This claim will be presented to the County Board at their September 18, 2018 meeting.

Winnebago County Highway Department
ACCIDENT/INCIDENT REPORT



DATE OF ACCIDENT/INCIDENT: 8-14-18 TIME: 3:15 ☐ AM ☒ PM

LOCATION OF ACCIDENT/INCIDENT: CTY, K & Fox Lane

POLICE REPORT # 18-002673 OFFICER NAME Beck

Attach police report

MUNICIPALITY Winnebago County Highway CITATION ISSUED: ☐ YES ☒ NO

DRIVER NAME Steve Kryzaniak IF SO, TO WHOM?

PASSENGER NO

EQUIPMENT # 84 YEAR MAKE/MODEL Grader

<input type="checkbox"/> Broken	<input type="checkbox"/> Scratched
<input type="checkbox"/> Bent	<input type="checkbox"/> Stretched
<input type="checkbox"/> Over Heated	<input type="checkbox"/> Punctured
<input type="checkbox"/> Flattened	<input type="checkbox"/> Other

DESCRIPTION OF ACCIDENT/INCIDENT (WHAT HAPPENED AND WHY)

Backing up on Fox Ln. 2 Trucks on Both sides of
Street, while Backing up between them, misjudged
and backed into Bob Messerschmitt's Truck. The Back
Tire of the Grader Rubbed Against the Right side
of the Truck causing body damage

SUPERVISOR COMMENTS

DRIVER SIGNATURE

Steve Kryzaniak

DATE 8/14/18

SUPERVISOR SIGNATURE

Dan Angelo

DATE 8-14-18

WESNER AUTO BODY

Workfile ID:

c7cf246a

"Over 50 Years of Expertise"

2025 Dickinson Avenue, OSHKOSH, WI 54904

Phone: (920) 231-4775

Preliminary Estimate**Customer: MESSERSCHMIDT, BOB****Job Number:**

Written By: Andy Wesner

Insured: MESSERSCHMIDT, BOB

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 0

Point of Impact: 01 Right Front

Owner:

MESSERSCHMIDT, BOB

(920) 252-1343 Cell

Inspection Location:

WESNER AUTO BODY

2025 Dickinson Avenue

OSHKOSH, WI 54904

Repair Facility

(920) 231-4775 Business

Insurance Company:**VEHICLE**

2018 RAM 1500 Harvest Crew Cab 4WD w/5'7" Box *Ltd Avail* 4D SHORT 8-5.7L Gasoline Sequential MPI BLUE

VIN: 3C6RR7LT6JG198048

Interior Color:

Mileage In: 7,904

Vehicle Out:

License: 992942

Exterior Color: BLUE

Mileage Out:

State: WI

Production Date:

Condition:

Job #:

TRANSMISSION

Automatic Transmission

4 Wheel Drive

POWER

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

DECOR

Dual Mirrors

Privacy Glass

CONVENIENCE

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Keyless Entry

Message Center

Navigation System

Backup Camera w/Parking Sensors

RADIO

AM Radio

FM Radio

Stereo

Search/Seek

Auxiliary Audio Connection

Satellite Radio

SAFETY

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Traction Control

Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

SEATS

Cloth Seats

Reclining/Lounge Seats

WHEELS

Clad Wheels

PAINT

Clear Coat Paint

OTHER

California Emissions

TRUCK

Rear Step Bumper

Bedliner (Spray On)

Power Trunk/Gate Release

Preliminary Estimate

Customer: MESSERSCHMIDT, BOB

Job Number:

2018 RAM 1500 Harvest Crew Cab 4WD w/5'7" Box *Ltd Avail* 4D SHORT 8-5.7L Gasoline Sequential MPI BLUE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		FENDER					
2	Repl	RT Fender (STL)	68054338AI	1	347.00	2.0	2.6
3		Add for Clear Coat					1.0
4		Add for Edging					0.5
5	Repl	Nameplate "HEMI 5.7 LITER" chrome	68149700AB	1	52.45	0.2	
6		FRONT DOOR					
7	Repl	RT Door shell 4 door	68144728AE	1	630.00	4.7	3.8
8		Overlap Major Adj. Panel					-0.4
9		Add for Clear Coat					0.7
10	Repl	RT Nameplate "RAM 1500" chrome	68402687AA	1	149.00	0.2	
11		FRONT BUMPER					
12		O/H front bumper				2.9	
13	Repl	Bumper chrome, w/o prk snsr w/o air suspension	68160853AB	1	854.00	Incl.	
14	*	Rpr Upper cover primed				1.0	1.6
15		Add for Clear Coat					0.6
16		REAR DOOR					
17	Blnd	RT Door shell					1.4
18	R&I	RT R&I trim panel				0.5	
19	*	R&I RT Handle, outside				0.3	
20	#	Repl Hazardous waste removal		1	3.00 X		
21	#	Rpr Color sand and buff				1.0	
22	R&I	RT R&I door assy				1.0	
SUBTOTALS					2,035.45	13.8	11.8

ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			2,032.45
Body Labor	13.8 hrs @	\$ 60.00 /hr	828.00
Paint Labor	11.8 hrs @	\$ 60.00 /hr	708.00
Paint Supplies	11.8 hrs @	\$ 40.00 /hr	472.00
Miscellaneous			3.00
Subtotal			4,043.45
Sales Tax	\$ 4,043.45 @	5.0000 %	202.17
Grand Total			4,245.62
Deductible			0.00
CUSTOMER PAY			0.00
INSURANCE PAY			4,245.62

WALK IN**08/20/2018 09:00 AM STANDARD**

Reservation: 3782QT

Date Taken:

By:

Origin: BRANCH

Vehicle

Car Class: STANDARD
Rate Quoted: \$83.99/DAY
Est. Total Quoted:
Specials:
Mileage Charge: NO CHARGE
Preferences:

Authorization
Status:
Car Class:
Auth Amount:
of Days:
Max Per Day:
Total Max Amount:
% Auth:

*Total \$37224***Product/Services**

DAMAGE WAIVER \$19.99/DAY
PAI/PEC \$6.00/DAY
RAP \$4.99/DAY
SUPPLEMENTAL LIABILITY PROTECTION 2 \$14.95/DAY

Authorization**Pick Up/Return**

Pick Up Date: 08/20/2018
Pick Up Time: 09:00 AM
Pick Up Group: A0044_WISCONSIN
Pick Up Branch: OSHKOSH 4471
140 N KOELLER ST
OSHKOSH, WI 549024108
Pick Up Method: WALK IN
Pick Up Location:
Directions:

Return Date: 08/24/2018
Return Time: 09:00 AM
Return Group: A0044_WISCONSIN
Return Branch: OSHKOSH 4471
140 N KOELLER ST
OSHKOSH, WI 549024108
Return Method: BRANCH
Return Location:

Renter Information

Home:
Work:
Other:

Bill-to

Rental Type:
Claim Type:
Claim/Pol/PO/RO:
Insured Name:

Shop**Renters Vehicle:****Flight Information**

Airline: Flight: Terminal:
Arrival Date: Arrival Time:

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, there are sufficient funds available in the Pathology Services Account of the Coroner's 2018 Budget to cover the overages: and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$27,697 from the Pathology Services Account to the wage and fringe accounts of the Coroner's 2018 Budget to cover anticipated excess labor costs in 2018.

Respectfully submitted by:

Committee Vote: **3-0**

Respectfully submitted by:

Committee Vote: **5-0**

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

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

Resolution Number: 074-102018

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the City of Oshkosh must pass a resolution accepting jurisdiction of the aforementioned roadway segments; and

WHEREAS, §83.025, Wis Stats, enables Winnebago County and the City of Oshkosh to enter into a jurisdictional transfer agreement, thereby facilitating the changes in the highway system.

1. An existing segment of County Highway “I” between Waukau Avenue and 24th Street, a distance of 4,000 feet;
2. An existing segment of County Highway “K” between South Park Avenue and Oakwood Road, a distance of 7,600 feet;
3. An existing segment of County Highway “E” from Koeller Road to Westhaven Drive, a distance of 4,000 feet.

Respectfully submitted by:

Committee Vote: **5-0**

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

Resolution Number: 075-102018

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the cost of installation, operation, repair, and maintenance of the light pole will be borne solely by FVTC; and

WHEREAS, should there be a need to remove or relocate the light pole, any costs associated with the future removal or relocation of said light pole will be borne solely by FVTC; and

WHEREAS, the Aviation Committee has approved the Easement Agreement and believes that its execution would be in the best interests of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the the Winnebago County Executive and the Winnebago County Clerk to execute the attached Easement Agreement between Winnebago County and Fox Valley Technical College, which is made a part of this Resolution and incorporated herein by reference, for the purpose of providing ingress and egress to install, maintain, and repair one (1) new light pole on Wittman Regional Airport property.

Respectfully submitted by:

AVIATION 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

EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 2018, by and between Fox Valley Technical College ("FVTC") and the County of Winnebago, Wisconsin ("County").

- A. FVTC is presently the lessee of certain real estate situated in the City of Oshkosh, County of Winnebago, Wisconsin (said real estate being owned by, and leased by FVTC from, the County and located on the Wittman Regional Airport), the westerly boundary of which real estate is contiguous with the easterly boundary of certain real estate owned by the County.
- B. FVTC desires to install and maintain a light pole for its aviation program on the real estate owned by the County. FVTC desires to obtain an easement from the County and the County agrees to grant an easement to FVTC as set forth herein. The light pole contemplated by this Agreement will be constructed to a height of thirty-three feet above ground level.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The County hereby grants to FVTC an easement for ingress and egress over, under, and through the property legally described on Exhibit A attached hereto and shown on the drawing attached hereto as Exhibit B ("Easement Property") for the purpose of allowing FVTC to install, operate, repair and maintain a light pole to provide lighting to the tarmac located on said Easement Property. This easement will authorize vehicular traffic as necessary for such installation, operation, repair and maintenance. FVTC expressly agrees for itself, its successors and assigns, to prevent any use of the Easement Property which will interfere with or adversely affect the operation or maintenance of Wittman Regional Airport.
2. FVTC shall be responsible for the installation, operation, repair and maintenance of the light pole and all costs associated therewith. Any improvements on the Easement Property shall be constructed and maintained at no cost to the County or to the Federal Aviation Administration. Should the facilities constructed on said Easement Property require relocation or removal, the same shall again be done at no cost to the County or the Federal Aviation Administration. FVTC shall refill any trenches in which electrical lines are laid or settlement from said light pole installation, protect all existing airport facilities such as the adjacent storm sewer, and restore the surface of the property. If FVTC shall at any future time open said trenches for the purpose of repairing, renewing, or removing said facilities, it will, as soon as said work is done, restore the ground. All work performed by FVTC on said land will be performed in a proper workmanlike manner and, during the progress of such work, FVTC will properly safeguard all airport facilities and repair any damaged property at FVTC's sole cost.

3. In the event the County should decide, in the future, to develop the property burdened by this easement into another use, the County may, in its discretion, give notice to FVTC requiring said light pole be removed and relocated. Should relocation of the Grantee's facilities be required, all costs incurred through the relocation of said light pole to avoid buildings, concrete structures or other objects, or to obtain proper depth of land cover over electrical cables shall be borne by FVTC. In such event, the County agrees it will grant an easement substantially similar in form to this easement, at no cost to FVTC, for the purpose of relocating FVTC's facilities to another location on the County's property mutually agreeable to the parties hereto.
4. This easement shall run with the land and shall bind FVTC, the County and their respective successors, assigns and legal representatives.
5. The consideration for granting this easement shall be \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the County.

FOX VALLEY TECHNICAL COLLEGE

By: _____
Jill McEwen, Vice-President for
Facilities and Operations

STATE OF WISCONSIN)
) SS
COUNTY OF OUTAGAMIE)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Jill McEwen**, who is personally known to me, executed and acknowledged this Easement Agreement as her free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires _____.

WINNEBAGO COUNTY, WISCONSIN

By: _____
Mark L. Harris, County Executive

By: _____
Susan T. Ertmer, County Clerk

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Mark L. Harris**, who is personally known to me, executed and acknowledged this Easement Agreement as his free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires_____.

STATE OF WISCONSIN)
) SS
COUNTY OF WINNEBAGO)

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Susan T. Ertmer**, who is personally known to me, executed and acknowledged this Easement Agreement as her free act and voluntary deed.

_____, Notary Public
State of Wisconsin
My commission expires_____.

This document drafted by:
Attorney James L. Rudd
Remley & Sensenbrenner, S.C.
219 E Wisconsin Ave
Neenah WI 54956
State Bar No. 1016410

EXHIBIT A
EASEMENT DESCRIPTION

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 2, T17N, R16E, City of Oshkosh, Winnebago County, Wisconsin.

Commencing at the East Quarter Corner of Section 2, T17N, R16E;
Thence S02°22'12"W coincident with the East line of the Southeast Quarter of said Section 2 a distance of 896.46 feet;
Thence N87°37'48"W a distance of 781.12 feet to the point of beginning;

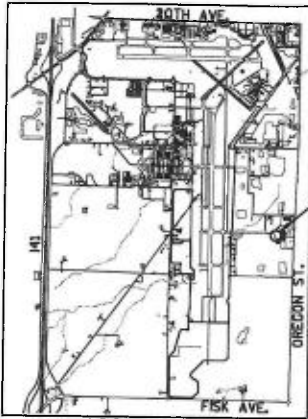
Thence S02°30'59"W a distance of 20.00 feet;
Thence N87°37'48"W a distance of 20.00 feet;
Thence N02°30'59"E a distance of 20.00 feet;
Thence S87°37'48"E a distance of 20.00 feet;

Said Parcel contains 0.01 acres (400 square feet) more or less

EXHIBIT B

ADDENDUM MAP

BEING A PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, SECTION 2, T17N, R16E,
CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.



LOCATION MAP

EASEMENT
LOCATION

EAST 1/4 CORNER
SEC 2, T17N, R16E

EDGE OF BIT

APRON FOR
FVTC

896.46'

2646.24'

S02°22'12"W

SOUTHEAST
CORNER
SEC 2, T17N,
R16E

S87°37'48"E

20.00'

N87°37'48"W

781.12'

20.00'

POLE LOCATION

20.00'

EXISTING STORM SEWER PIPE

S02°30'59"W

N87°37'48"W

20.00'

EXISTING FVTC
LEASE

SCALE, FEET

0 2.5' 5'

PROJECT NO: S3387A18

DRAWN BY: MEF

DATE: 09/04/2018

SHEET: 1 OF 1

WITTMAN REGIONAL
AIRPORT
FVTC-SJ SPANBAUER TARMAC LIGHTING

OMNI
ASSOCIATES

OMNI ASSOCIATES
ONE SYSTEMS DRIVE
APPLETON, WI 54914
PHONE: (920) 735-6900
FAX: (920) 830-6100



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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, said Agreement shall be for a period of three (3) years, from November 1, 2018, through October 31, 2021; and

WHEREAS, parties to this Agreement have executed similar agreements in the past.

Respectfully submitted by:

Committee Vote: **5-0**

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

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

AIRPORT FACILITIES USE AGREEMENT

WITTMAN REGIONAL AIRPORT

WINNEBAGO COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into this _____ day of October, 2018, by and between Winnebago County Wisconsin, hereinafter referred to as the "Lessor", and Oshkosh Corporation, hereinafter referred to as the "Operator".

WITNESSETH;

WHEREAS, the Lessor owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport, located in the City of Oshkosh, Winnebago County, Wisconsin, and the Lessor is desirous of allowing the Operator to use certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and,

WHEREAS, the Operator will use a portion of the airport for limited testing of large motor vehicles associated with the manufacture of such units, and for this purpose desires to lease certain property and rights from the Lessor.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, the Lessor does hereby lease, demise and let to the Operator, and the Operator does hereby hire, take and lease from the Lessor, the following terms and conditions:

1. Premises Leased. Operator will be permitted to use certain taxiways and apron areas as designated in the attached document, OSH-PROC-ENG007, for the purpose of motor vehicle testing. Such testing will be in accordance with the procedures and guidelines set forth in OSH-PROC-ENG007. Said procedures, guidelines and operational areas may be amended from time to time as necessary to ensure safe and efficient operational practice on the Airport.
2. Use Fee. The operator will pay to the Lessor a use fee for the leased premises hereunder as follows:

Premises (A) Vehicle Test Areas

One-Hundred Eighty Dollars (\$180.00) per vehicle per test hour. Total hours to be reported to the Lessor by the tenth day of each calendar month for the preceding calendar month.

Fee for use of said premises will be due monthly within 30 days of receipt of invoice.

Payment shall be made to: Winnebago County Treasurer, Courthouse - 415 Jackson Street, P. O. Box 2808, Oshkosh, WI 54903. Failure to pay any invoice within 60 days of receipt of that invoice shall cause cancellation of this agreement, provided Operator has failed to cure such failure to pay within 30 days of written notice from Lessor.

3. Term. The term of this agreement shall be for three (3) years beginning on November 1, 2018 and ending October 31, 2021. Upon expiration, the parties may renew this Agreement on like terms and may negotiate in good faith reasonable changes to the Use Fee upon such renewal. Lessor reserves the right to cancel this agreement at any time at Lessor's sole discretion.
4. Operator shall, at its own expense, install and maintain an appropriate access road and access gate to the north/south service road for the purpose of test vehicle access.
5. Insurance. Operator agrees, at its own cost and expense, to furnish County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
 - (a) Commercial General Liability Insurance (non-aircraft) - Oshkosh Corporation maintains a commercial general liability policy (occurrence form) providing the following limits:
 - i. \$1,000,000 Each Occurrence (bodily injury/property damage
 - ii. \$2,000,000 Products/Completed Operations Aggregate
 - iii. \$5,000,000 General Aggregate
 - iv. \$1,000,000 Personal/Advertising Injury Liability
 - v. \$ 500,000 Damage to Rented Premises
 - (b) Automobile Liability Insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:
 - i. Owned Vehicles
 - ii. Hired Vehicles
 - iii. Non-Owned Vehicles

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or lessee. Operator will provide a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Courthouse, 415 Jackson Street, Oshkosh, WI 54903. All such notices will name the user or lessee and identify the contract. Operator shall provide evidence, as necessary, of workers compensation insurance's as required by state law.

6. Operator to Obey Rules. The Operator shall abide by any and all rules and regulations of the City, County, State, and Federal authorities respecting safety measures to be taken and observed in the use of the said premises. The Operator shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may legally adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.
7. Hold Harmless. Each party agrees to hold the other free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless, or negligent act or omission on the part of such party, agents, servants, and employees, and from all loss and damage by reason of such acts or omissions.
8. Compliance with Civil Rights Act of 1964. The Operator, in the use of the leased premises for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs

of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Operator shall have the right and privilege to engage in, and conduct all business operations authorized under the terms of this Agreement, provided, however, that this agreement shall not be construed in any manner to grant the Operator, or those claiming under him the exclusive right to use the premises leased exclusively to the Operator hereunder.

9. Breach of Conditions. If the Operator shall violate any of the restrictions in this Agreement, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises.
10. Conditions of the Parties Obligations.
 - (a) This contract is contingent upon authorization of Federal and Wisconsin laws. Any material amendment or repeal of laws or judicial action affecting the authority of Winnebago County to execute this agreement shall serve to terminate this contract, except as further agreed to by the parties hereto.
 - (b) Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
 - (c) It is understood and agreed that the entire contract between the parties is contained herein, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
11. Truck testing shall not be conducted between 10:00 p.m. and 6:00 a.m. daily. No truck testing shall be permitted beginning five business days prior to the official commencement of the annual EAA Fly-in Convention and ending two business days after the official conclusion of the Fly-in Convention. Official Fly-in dates are established at least 1 year in advance by the Experimental Aircraft Association.

12. Operator shall train drivers to regularly inspect the test area for foreign objects (FOD). FOD will be removed promptly or reported to the FAA control tower personnel on duty.
13. As necessary, Operator shall meet with Lessor to review and/or amend OSH-PROC-ENG007.
14. Operator shall not permit drivers to test vehicles on the airport if they have not completed an airfield driver orientation course and passed a written certification examination as administered by Operator.
15. Resolution of Disputes. This agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceedings.
 - A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
 - B. The costs of the arbitration proceeding except the filing fee, which shall be borne equally by the parties. Each party shall pay their own legal fees and expenses incurred in connection with the proceeding.
 - C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
 - E. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery

procedure, including but not limited to witness and reporter's fees related to depositions, photocopying fees, postage fees, and delivery fees.

- F. The arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written finding of fact and conclusions of law.
- G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day
and year first above written.

Winnebago County (Lessor)

By: _____

Mark L. Harris
County Executive

Susan Ertmer
County Clerk

Oshkosh Corporation
(Operator)

By: _____

Andrew Gratton

By: _____