

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, JUNE 21, 2022 @ 6:00 PM
FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE
415 JACKSON STREET, OSHKOSH, WISCONSIN
Via ZOOM**

<https://us02web.zoom.us/j/81982055347?pwd=czMmOFNTU25tRE9rY3R2emQzNkFOQT09>

**Passcode: W1NNE
TELEPHONE - (312) 626 6799
Meeting ID: 819 8205 5347
Passcode: 076478**

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, June 21, 2022 at 6:00 p.m. in the Winnebago County Board 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 – Supervisor Karen Powers
- 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.

- Communications Petitions, Memorials, Accounts, Commendations, Etc.
 - Resolutions from Towns of Winchester and Wolf River – Supporting NACo's Position on Defining the Waters of the United States (WOTUS) and Regulations with Agricultural Considerations
- Commendations
 - Dan Averkamp - Highway
- Thank You Cards
 - Hailey Fox – Oshkosh North
 - Max Stern – Neenah High School
- Reports from Committees, Commissions & Boards
- Approval of May 3, 2022 Special Orders Session and May 17, 2022 Regular Session Board Proceedings
- County Executive's Report
- Approval of County Executive's Appointments to Commissions & Boards
 - Board of Health *(to be mailed separately)*
 - Housing Authorize *(to be mailed separately)*
- County Board Chairman's Report
- Approval of County Board Chairman's Appointments:
 - East Central International Trade, Business and Economic Development Council (ITBEC) Board – Supervisor Doug Nelson and Paul Sundquist, Oshkosh
 - Announcement of 2022 Winnebago County Scholarship Recipients: Carson Clark, Neenah High School; Nolan Kubiak, Neenah High School; Max Stern, Neenah High School; Logan Pinkerton, Oshkosh North High School; Hailey Fox, Oshkosh North High School; Annika Nesterick, Oshkosh West High School; Anna Porter, St. Mary Catholic High School; Francesca Verich, Winneconne High School; and Emily Cole, Winneconne High School

ZONING REPORTS & ORDINANCES

No Zoning Reports or Ordinances this month.

RESOLUTIONS & ORDINANCES

RESOLUTION NO. 59-052022: Amend Section 22.0 (Committee Meetings) of the Rules of the Winnebago County Board of Supervisors by Correcting Section 22.4811

Submitted by:

RACHEL DOWLING, District 1

NATE GUSTAFSON, District 28

Vote Required: Two-Thirds of Those Present

- RESOLUTION NO. 61-062022: Commendation for Dan Averkamp
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 62-062022: Amend the Table of Organization for Winnebago County Department of Human Services to Eliminate Two Part-time Administrative Associate Positions and Add One Full-Time Administrative Associate IV Position
Submitted by:
HUMAN SERVICES BOARD
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 63-062022: Authorize a Table of Organization Change of Six (6) Certified Nursing Assistant Full-Time Employment Positions to Six (6) Hospitality Aide Full-Time Employment Positions for Park View Health Center
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 64-062022: Authorize Park View Health Center Shift Differentials
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 65-062022: Authorize Park View Health Center Emergency Staffing Incentives
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 66-062022: Authorize a Capital Project and Funding of \$1,068,427 from Bond Proceeds to Design and Construct a Residential Facility for Released 980 Violent Sexual Offenders
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 67-062022: Authorize a Revised Capital Project for the Winnebago County Facilities Department to Build a Sheriff's Office Evidence Storage and Coroner's Office/Morgue Building at an Additional Cost of \$1,154,580, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 68-062022: Authorize a Capital Project and Funding of \$259,900 from Bond Proceeds to Design and Construct a Remodel of the USDA Office Suite to Conform to General Services Administration Lease Requirements
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Three-Fourths of Membership

- RESOLUTION NO. 69-062022: Creating a Department of Administration, Amending Tables of Organization for Administration, Finance, and Human Resources Departments, and Transferring Budgets to Department of Administration
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 70-062022: Authorize a Capital Project for Wittman Regional Airport to Construct T-Hangar Facilities in the Amount of \$4.3 Million, Funded with \$3 Million of Bond Proceeds and \$1.3 Million to be Provided by the Wisconsin Bureau of Aeronautics (BOA) Through Grant Assistance
Submitted by:
AVIATION COMMITTEE
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Three-Fourths of Membership
- RESOLUTION NO. 71-062022: Approve Ground Lease between Felix Auto & Tire, LLC and Winnebago County
Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 72-062022: Approve Ground Lease between Yankee / November, LLC and Winnebago County
Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 73-062022: Authorize a Capital Project for the Winnebago County Information Systems Department to Provide a Redundant Fiber Loop and Appropriate \$75,000 for Engineering Costs from the Undesignated Fund Balance
Submitted by:
INFORMATION SYSTEMS COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Membership
- RESOLUTION NO. 74-062022: Authorize an Increase in Shift Premiums for Highway Employees Performing Night Work on State Highway System to \$12.00 Per Hour
Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 75-062022: Vacating Remnant Parcel on CTH-P (City of Menasha)
Submitted by:
HIGHWAY COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 76-062022: Request Authority to Enter into a Sponsorship Contract with Cumulus Broadcasting
Submitted by:
PARKS & RECREATION COMMITTEE
Vote Required: Majority of Those Present

- RESOLUTION NO. 77-062022: Authorize the Sheriff's Office to Accept a Donation valued at \$14,700 for the Purchase of an Additional K-9-Unit along with Equipment and Training for the Unit from Thomas and Penny Harenburg
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 78-062022: Authorize the Sheriff's Office to Accept a Donation of one Fire Technology Knock-out-Fire Suppression Tool valued at \$1,041.00 from the Oshkosh Chapter of the Wisconsin Free Masons
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 79-062022: Request Sheriff to Read the Declaration of Independence on the Courthouse Steps on July 4th of Each Year
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 80-062022: Urging State Elected Officials to Use Anticipated 2021-2023 Budget Surplus to Fund Rural Fire and Ambulance Emergency Services
Submitted by:
LEGISLATIVE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 81-062022: Amend Rules 11.6 and 9.15 of the Winnebago County Board of Supervisors to Require the Physical Presence of Supervisors in the Officially Designated County Board/Committee Meeting Physical Space to Cast Votes
Submitted by:
SUPERVISOR TOM EGAN, District 33
Vote Required: Two-Thirds of Members Present
- RESOLUTION NO. 82-062022: Requesting the State of Wisconsin Revise the Current Real Estate Transfer Fee Revenue Sharing Formula
Submitted by:
LEGISLATIVE COMMITTEE
JUDICIARY & PUBLIC SAFETY COMMITTEE
Vote Required: Three-Fourths of Those Present

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

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

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

PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

**Special Orders
May 3, 2022**

**Regular Session
May 17, 2022**

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

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

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, MAY 3, 2022**

Chairman Thomas Egan called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

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

The following Supervisors were present: 35 -Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Floam, Gordon, Ponzer, Poeschl, Norton, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller. Excused: 1 – Robinson.

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

PUBLIC HEARING

The following people spoke in favor of the Airport Capital Improvement Project T-hangar Development:

- Fred Stadler, 1742 Hunters Glen Drive, Oshkosh
- Gary Geisler, 1024 Thomas Street, Ripon

COMMITTEE REPORTS

Supervisor Michael Norton handed out brochures to all Supervisors regarding the "Living, Live, Healthy Discount Program." This program is run thru NACo (National Association of Counties).

Supervisor Norton announced that Tuesday, May 10th at 10:00 a.m. will be the grand opening of the Jerry Finch Winnebago County Dog Park located at 111 Ehlers Road, Neenah, WI. Everyone is encouraged to attend.

CHAIRMAN'S REPORT

Chairman Egan noted that Supervisor Robinson is excused from this meeting.

Chairman Egan reminded Supervisors that they need to speak into their microphones. When Supervisors don't speak into their microphones, the Supervisors and public on ZOOM and the livestream broadcast by Oshkosh Media cannot hear what they are saying.

COUNTY BOARD ROLES & RESPONSIBILITIES – ATTORNEY ANDY PHILLIPS, ATTOLLES LAW, SC

This item was pulled from this evening's agenda. Will be presented at the May 17, 2022 meeting.

SECTION 980 STATUS UPDATE

County Executive Doemel introduced Ethan Hollenberger to explain what 980 is. Act 184 involves Wisconsin State Statutes Chapter 980 sex offenders and the placement of them after being released from prison. The new law states that the County that the crime took place in is where the offender would be returned to.

Corporation Counsel, Mary Anne Mueller, provided history on 980 sex offenders and what happens to them before and after release. 980 offenders are ones that have been convicted of a sexually violent offense of an adult or a minor, which can include homicide, kidnapping or burglary. The 980 process begins after the offender has been convicted. A corrections officer begins 12 to 18 months before the offender is scheduled for release to determine if they are fit for release, supervised release or further confinement. If it is determined that they can be released with supervision, they are under direct supervision. Atty. Mueller explained how this affects Winnebago County and what the county has had to do regarding this law. The county purchased a mobile home to house the offender. The Corporation Counsel's Office has been alerted that the county could have the possibility of three more offenders being released by the end of August.

Sheriff John Matz described what a sexually violent offender is. They have multiple sex offense convictions, served a sentence and are placed on civil commitment. Offenses that fall under the 980 Statute are sexual assault of children, vulnerable adults and other sexual offenses which includes the production of child porn.

The county's responsibility of 980 placement includes: secure appropriate residential housing which cannot be less than 1500 feet from a school, child care facility, public park, place of worship and youth center. Additional rules apply if the offense involved a vulnerable adult. If the offense involved a child, the housing cannot be less than 1500 feet from the child's primary residence. Sheriff Matz provided a list of current 980 sexual offenders.

Executive Doemel presented his suggestion to place a multiple unit home on the site near the current mobile home that houses a 980 sex offender.

Finance Director Mike Collard reported on the procedures that take place when a capital improvement project is presented. For the larger items, capital improvement projects, they are not placed with the budget, but considered separately and listed as a capital improvement. A capital improvement project book is compiled by the Finance Department each year. These projects are not approved until they have gone thru the committee of jurisdiction, then presented to the full county board.

Questions were taken from the board members regarding 980 sex offenders and housing.

SHERIFF'S DEPARTMENT'S REVIEW OF THE FEBRUARY 18, 2022 SNOW SQUALL EVENT

Lieutenant Tim Eichman reported on the snow squall of February 18, 2022. The Sheriff's Department is under statutory responsibility to conduct operations within the county and in waters of which the county has jurisdiction under State Statute 2.04 for the rescue of human beings and for the recovery of human bodies.

Currently the Sheriff's Department has three marine units:

- Marine 1 – housed at the Broad Street Boat House
- Marine 2 – housed at the Sheriff's Department
- Marine 3 – housed at the Neenah-Menasha Fire House

The boats have a life span of about 15 years.

The County has three husky airboats:

- Boat 15 – housed at the Oshkosh Fire Department Station 15
- Boat 32 – housed at the Neenah Menasha Fire Station
- Boat 28 – housed at the Winneconne-Poygan Fire Department

Lieutenant Eichman reported on the happenings of the days of February 16, 17 & 18, 2022. Snow squall warnings were issued on February 16 & 17. On February 18, 2022, conditions became severe rapidly - decreasing temperatures and causing zero visibility. He had maps showing the ice conditions for Lake Poygan and Lake Winnebago. During this snow storm, Battle on Bago was happening on Lake Winnebago. There were approximately 6,918 people registered to fish and over 10,000 participants attending.

On Lake Poygan, 15 subjects were rescued from the ice. On Lake Winnebago, dispatch received 9 ice rescue related calls involving 15 people. Lieutenant Eichman provided a timeline of how long the police, fire department and first responders handled ice rescues. The dispatchers handled 2,803 radio transmissions between 6:45 p.m. on February 18th and 11:30 a.m. on February 19th for fire calls. There were 7,074 calls that included police.

He provided outcome totals of all rescues. Lieutenant Eichman provided information regarding damage to the ice rescue boats.

Take aways from this incident:

- Rapid reduction in available resources
- Limitations of husky airboats in high winds
- Overload of radio frequencies
- Decimal degrees for dispatch regarding longitude and latitude
- People moving after calling 911

Lieutenant Eichman then took questions from the board. A copy of this presentation is available in the County Clerk's office located at 112 Otter Avenue, Oshkosh, WI.

INFORMATION SYSTEMS CAPITAL IMPROVEMENT PROJECT – REDUNDANT FIBER LOOP PROJECT

Patty Francour, Information Systems Director, reported on the need for a redundant fiber loop. In the year 2000, the County invested in fiber to connect the County owned buildings. There are currently 35 miles of loop connecting 20 buildings. County employees heavily rely on the availability of this source. Director Francour is asking to add an additional fiber loop between the Sheriff's Department and the Administration building. She reached out to AT&T and Spectrum for other options. They would put a port on each end of the line at an estimated cost of \$8,200.00 per month. Director Francour is asking for \$305,000.00 overall for the fiber project, \$75,000 would be the initial engineering fee.

Ms. Francour then took questions from the board.

AIRPORT CAPITAL IMPROVEMENT PROJECT – EAST GENERAL AVIATION T-HANGAR DEVELOPMENT

Jim Schell, Airport Director, provided a brief overview regarding the Wittman Regional Airport including their mission and vision. He explained general aviation and why it is important to our community. He discussed the economic impact it has to our county and airport operational statistics.

Director Schell noted the projects that are underway or recently completed:

- New Terminal – completed in June 2021
- Taxiway Alpha (A) – completed late 2020
- Aviation Business Park – Efforts ongoing
- Terminal Area Re-Development – Efforts ongoing

- Master Plan Update – Nearing completion

Director Schell provided information regarding the new terminal and provided pictures of the terminal. He noted the businesses that are operating on the airport, the multiple corporate flight departments, home to the EAA AirVenture and 174 based aircraft. He provided pictures of some of these businesses.

Director Schell covered the current hangar space and the age of the hangars. Currently all hangar space is full. The project that he is presenting would provide 20 new units in two buildings. It would construct a new aircraft parking apron and taxi lane. A public restroom would be included in this project. The entire site would be graded for proper drainage and functionability. Key specs of the hangar would be that it is constructed with steel, heated units, concrete floors, bi-fold doors and one public restroom. He provided a floor plan for the new hangar.

The project financial overview is:

- \$4.3 million is the total estimated construction cost
- \$1.3 million anticipated for federal and state grant funding
- \$3.0 million for county funding
- Each unit would be charged \$295.00 a month for rent
- \$70,800 annual operating revenue
- Payback of county investment – 33 years
- Hangar lifespan – 50 to 70 years minimum

Director Schell discussed the next steps that need to happen to make this work. He then took questions from the board. A copy of this presentation is available in the County Clerk's office located at 112 Otter Avenue, Oshkosh, WI.

HIGHWAY DEPARTMENT 2022 CAPITAL IMPROVEMENT PROJECT

Robert Doemel, Highway Commissioner, provided the following 2022 capital improvement projects. The Highway Department provides service for roughly 217 lane miles of roads in Winnebago County.

2022 Capital Projects:

- County Highway CB – County Highway JJ Roundabout
 - City of Neenah has agreed to pay 50% of the cost
 - Local Road Improvement Program Funds will reimburse \$1,000,000 for this project
 - Requesting \$1,800,000 to complete construction of roundabout
 - County Share would be \$700,000
 - Completion expected by September 2022
- Future County Highway T (Pioneer Road to County Highway II) – Jurisdictional Transfer Construction
 - Project consists of pulverizing and asphalt paving of existing roadway
 - Ownership of road will be transferred to the Town of Clayton
 - Requesting \$800,000 to complete construction
 - Completion expected October 2022
- County Highway T (Grandview Road to County Highway II) Jurisdictional Transfer Construction
 - Construction will include cutting hills and curves to improve sight and stopping concerns
 - Ownership of road will be transferred to Winnebago County
 - Requesting \$1,000,000 to complete construction
 - Completion expected by October 2022
- County Highway FF/ Zoar Road Intersection Design
 - Requesting \$100,000 to complete design of intersection
 - Design completion December 2022
- County Highway AP Road Diet – Design and Construction
 - Changing from 4 lanes to 2 with a center turn lane
 - Ongoing concerns regarding students safely crossing County Highway AP
 - Requesting \$150,000 to complete design and construction
 - Design and Construction completion September 2022
- County Highway G (County Highway T to Highway 45) Pulverize and Asphalt Overlay
 - Deteriorated to the point of needing a complete pulverize and pave
 - Requesting \$810,000 to complete
 - Construction completion October 2022
- County Highway A (County Highway GG to City of Neenah) Mill and Asphalt Overlay
 - Deteriorated to the point a mill and asphalt overlay is required
 - Project was awarded WisDOT County Highway Improvement Supplemental Program funds that will reimburse this project \$124,987.68
 - Requesting \$500,000 to complete mill and overlay
 - Actual County project cost \$375,012.32
 - Construction completion October 2022
- Highway Department Building Upgrades

- Front office requires reconfiguration and remediation of mold
- Exterior tuckpointing is needed along with moisture intrusion improvement
- Front conference room needs to be expanded
- Heating and cooling system nearing their useful life
- Locker room/ lunch room too small and very congested
- Carbon monoxide system is obsolete and requires replacement
- Indoor parking needs expansion to accommodate larger equipment
- Fuel and oil distribution system needs to be upgraded
- Equipment wash bay needs to be expanded to accommodate larger equipment
- Requesting \$300,000 to complete a schematic layout and opinion of probable project cost
- Community County Park's Parking Lots – Pulverize and Pave
 - Two existing parking lots in the Community Park have not been paved since constructed and are currently gravel
 - Two existing parking lots in the Community Park have deteriorated and will require to be pulverized
 - All four lots will be reshaped and an asphalt overlay added
 - Requesting \$750,000 to complete projects
 - Construction completion October 2022

Mr. Doemel then took questions from the board. A copy of this presentation is available in the County Clerk's Office located at 112 Otter Avenue, Oshkosh, WI.

Motion by Supervisor Albrecht, seconded by Supervisor Zellmer, to adjourn until the Board's next meeting on Tuesday, May 17, 2022. CARRIED BY VOICE VOTE.

The meeting was adjourned at 10:29 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 May 3, 2022.

Julie A. Barthels
Winnebago County Deputy Clerk

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, MAY 17, 2022**

Chairman Tom Egan called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin and virtually by ZOOM.

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

The following Supervisors were present: 36 – Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Poeschl, Norton, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller

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

PUBLIC HEARING

No one from the public addressed the board.

COMMUNICATIONS & PETITIONS

Susan Ertmer, County Clerk, presented the following correspondence:

- Resolutions from Other Counties:
 - Jefferson County – Requesting the State of Wisconsin to Revise the Current Real Estate Transfer Fee Revenue Sharing Formula was referred to the Legislative Committee.
 - LaCrosse County – Advisory Referendum on Clean Water was referred to the Legislative Committee.
 - Monroe County – Resolution on Clean Water was referred to the Legislative Committee.
 - Price County – Request State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula was referred to the Legislative Committee.
 - Price County – Elimination of the Badger Care Eligibility Cliff was referred to the Legislative Committee.
 - Towns of Clayton, Omro, Utica, Vinland and Winneconne – Supporting NACo's Position on Defining the Waters of the United States (WOTUS) and Regulations with Agricultural Considerations was referred to the Legislative Committee
- Commendations for Retiring Employees:
 - Kim Thomson – Sheriff's Department – 33 years of service to Winnebago County
 - Mary Salzer – Human Services – 23 years of service to Winnebago County
 - Bev Ostrander – Information Systems – 30 years of service to Winnebago County

REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS

Supervisor Norton invited everyone to the Annual Winnebago County Wheel Chair Wash to be held on Saturday, June 25th from 10:00 a.m. to 12:00 noon at J&R Auto Service located on North Main Street in Oshkosh. Volunteers are needed and will be greatly appreciated for helping with this community service project.

Supervisor Powers thanked all the department heads from the Airport, Sheriff's Department, Highway Department, the UW-Fox Cities and the Parks Department that took part in the Winnebago County Board Tour.

Supervisor Defferding reported that the Fox Wolf Watershed Alliance had their annual cleanup on May 7th. They cleaned up trails and parks along the rivers, lakes and streams. Supervisor Defferding volunteered his time to clean up along the Riverside Cemetery on the WIOUWASH Trail.

Motion by Supervisor Poeschl, seconded by Supervisor Buck to approve the proceedings from the April 19, 2022 Organizational/Orientation meeting and the April 26, 2022 Regular Session of the Winnebago County Board meetings with a correction of including Supervisors Robinson and Schellenger listed as present at the April 26, 2022 meeting.
CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Doemel spoke on the pending wage study that is scheduled for Winnebago County. He is working diligently on this project. He feels the wage study will show that some of the wages, but not all, are behind market. Conducting the wage study now, will allow a comparison for the current market. Executive Doemel is working with departments to try to keep employees and keep them satisfied. He feels there are more options and opportunities to look at besides wages.

Executive Doemel reported on what will need to be done in regard to the distribution of ARPA monies. We will need to look at all resources, income and expenses, to make this work. Everyone will need to work together.

COUNTY EXECUTIVE APPOINTMENTS

ADVOCAP Board of Directors

Executive Doemel asked for the board's approval of his appointment of Supervisor Andy Buck to the Advocap Board of Directors. This term will expire April 18, 2023. Motion by Supervisor Defferding, seconded by Supervisor Beem to accept. CARRIED BY VOICE VOTE.

ARPA STRATEGIES AND OUTCOMES COMMISSION

Executive Doemel asked for the board's approval of his appointment of Oshkosh Community Leaders, Thomas Boelter and Mary Anne Dilling, to the ARPA Strategies and Outcomes Commission. A Neenah/Menasha regional representative will be appointed at a later date. Motion by Supervisor Robinson, seconded by Supervisor Swan to accept. CARRIED BY VOICE VOTE.

DIVERSITY AFFAIRS COMMISSION

Executive Doemel asked for the board's approval of his appointment of Supervisor Kay Horan and Tameesha Jackson, Oshkosh to the Diversity Affairs Commission. Supervisor Horan will fill the vacancy of Supervisor Binder. This term will expire April 30, 2024. Motion by Supervisor Defferding, seconded by Supervisor Poeschl to accept. CARRIED BY VOICE VOTE.

NEENAH LIBRARY BOARD

Executive Doemel asked for the board's approval of his re-appointment of George Scherck, Neenah to the Neenah Library Board. This term expires April 30, 2024.

Motion by Supervisor Poeschl, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

UW OSHKOSH - FOX CITIES BOARD OF TRUSTEES

Executive Doemel asked for the board's approval of his appointments of Supervisors Steve Binder and Tom Borchart, alternate, to the UW-Oshkosh Fox Cities Board of Trustees. This term will expire April 16, 2024.

Motion by Supervisor Buck, seconded by Supervisor Hinz to accept. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan thanked all the Supervisors who attended the opening of the Jerry Finch Winnebago County Dog Park.

Chairman Egan commended everyone that helped with the County Board Tour.

Chairman Egan expressed concern regarding a resolution being pulled from the agenda.

COUNTY BOARD CHAIRMAN APPOINTMENTS

ARPA (American Rescue Plan Act) Strategies and Outcomes Commission

Chairman Egan asked for the board's approval of his appointments of Supervisor Tom Borchart, Supervisor Morris Cox, Supervisor Chuck Farrey and Supervisor Bob Poeschl to the ARPA Strategies and Outcomes Commission. Motion by Supervisor Norton, seconded by Supervisor Robinson to accept. CARRIED BY VOICE VOTE.

Information Systems Committee

Chairman Egan asked for the board's approval of his appointment of Patrick Brennand, Winneconne, to the Information Systems Committee. This is a two-year term that will expire April 16, 2024. Motion by Supervisor Farrey, seconded by Supervisor Robinson to accept. CARRIED BY VOICE VOTE.

Land Conservation Committee

Chairman Egan asked for the board's approval of his re-appointment of Bruce Bohn, Omro; and Daniel Stokes, Omro; to the Land Conservation Committee. These are two-year terms that will expire April 16, 2024. Motion by Supervisor Eisen, seconded by Supervisor Ponzer to adopt. CARRIED BY VOICE VOTE.

COUNTY BOARD ROLES & RESPONSIBILITIES PRESENTATION

Attorney Andy Phillips, Attolles Law, SC, representing the Wisconsin Counties Association, gave his insight on the roles and responsibilities of County Board Supervisors and County Executives.

County Structure:

- County authority comes from Chapter 59 of the Wisconsin State Statutes.
- Statute 59.03 states that Counties are body corporate—they can sue and be sued.

- Powers are limited by state statute thru Administrative Home Rule.
- Counties are governed by a Board of Supervisors ranging in size from 7 – 38.

Self-Organized Counties:

- Provides more flexibility on the manner in which the board of supervisors may operate.
- Allows the use of staggered terms
- Provides compensation for supervisors
- Vacant positions can be filled

There are three types of County Government: County Executive, County Administrator and County Administrative Coordinator. Attorney Phillips provided a map showing which counties have executives, administrators and administrative coordinators.

County Executives:

- Chapter 59.17 covers the duties of the County Executive for Winnebago County
- The Executive appoints and supervises department heads with approval from the county board
- The Executive appoints members to Boards and Commissions with approval from the county board
- Submits an annual budget to the county board
- Coordinates and directs all administrative and management functions of the county government
- Has veto authority

County Administrator:

- Chapter 59.18 covers the duties of the County Administrator
- The Administrator is appointed by the County Board, this position is not elected by the voters
- The Administrator is responsible for appointing and supervising department heads with county board approval
- Appoints members to boards and commissions with county board approval
- Submits annual budget
- Administrators have no veto authority

Administrative Coordinator:

- Responsible for coordinating all administrative and management functions of the county government not otherwise vested by law in boards or commissions, or in other elected officers
- Similar to County Administrator but does not have appointment authority and coordinates rather than supervises
- Some counties meet the requirement by appointing an elected official

County Board Supervisors:

- Supervisors serve primarily a legislative function – policy making, law making, budgetary approval and cooperative decision making as a board
- Supervisors authority is collective, not individual
- When appointed to a committee chair position, a supervisor has the authority to set the agenda for committee meetings, preside at meetings and make reports and recommendations on the committee's behalf
- Involve, represent and be accountable to the public
- Determine services to be provided
- Adopt the budget
- Primary Function – to Enact Policy

Attorney Phillips covered the roles of the County Board Chair, standing committee functions, the involvement of committees, staff roles and responsibilities, and administration heads and staff.

Attorney Phillips compared the differences between county staff and the county board of supervisors. He discussed the difference between policy and administration, and leadership roles. Attorney Phillips explained what happens without distinction between policy and administration and how the barrier can be broken down between the board and employees. He explained the role of Corporation Counsel and who they represent.

Attorney Phillips provided slides of the Wisconsin County Organizational Chart showing the roles of the County, he explained the roles of Constitutional Officers and how they fit into the Organizational Chart.

Attorney Phillips provided ways to work together as board members and the administrative team toward a goal that is best for the County:

- Know your job and do not interfere with administration
- Devote the time needed to do a good job
- Admit what you don't know
- Do not jump to conclusions
- Don't make promises outside of board meetings
- Listen to what your constitutional officers and employees have to offer

- If someone complains to you about a member of the administration, listen but do not agree. Be supportive.

Attorney Phillips provided key points to remember. He stated that a lot of time is wasted on who has authority and not on the task at hand. He provided resources to contact with any questions.

Attorney Phillips then took questions from the board. A copy of this presentation is available from the County Clerk's Office located at 112 Otter Avenue, Oshkosh, WI.

YOUTH THRIVING IN 4-H PRESENTATION

Dana Berger, 4-H Program Educator and Coordinator gave a presentation on youth thriving in 4-H. She explained the 4-H Vision and Mission. There are currently 463 youth enrolled in 4-H, 216 youth in non-club settings, and 158 adult volunteers. There are 18 4-H clubs, 9 educational 4-H groups and 2 youth leadership groups. Ms. Berger stated that they have started a new group called YAC (Youth Advisory Committee).

Sarah Thompson, 4-H Youth and Science Educator, explained the abundance of project opportunities that are provided thru 4-H. The members work hard on their projects and are able to showcase them at the Winnebago County Fair. The members have many chances to participate in opportunities that include: 4-H Summer Camp, Cloverbud Camp, Dog Obedience Classes, Archery, Sewing, Arts, Winter Leadership Camp, Project Learning Workshops, Annual Leader Training, Officer Training, Horse & Pony Project and Afterschool STEM Programming.

Dana Berger explained the County's Investment in UW Madison – Division of Extension. Direct Services that are provided are: International, National and Statewide Travel and Educational Opportunities; Statewide Teams and Workgroups; Connection to WI 4-H Foundation and Local and Statewide Partnerships. Indirect Services are: Charters and Annual Financial Reports; Membership Enrollment System; Volunteer Training, Risk Management, Technology, Marketing Materials, Staff Development and Support and Program Quality and Evaluation.

Dana Berger discussed the 4-H Thriving Model. She provided a slide to show what and how this thriving model works. It provides a program quality overall score, Winnebago County received a score of 5.6 out of 7. For program trajectory overall score, Winnebago County received a 5.8 out of 7. For Development Outcome Overall Score, Winnebago County received 6.1 out of 7.

Dana Berger thanked the County Board for all their support for this very positive program.

Maria Zillges, 4-H Ambassador and member, thanked the board for providing the 4-H program to allow her to grow to be the person she is today. She has been involved in county, state, national and international opportunities. Maria explained how 4-H has affected her life and the many different opportunities that she has been involved with.

Sarah Thompson announced that Maria is a recipient of the Key Award. This is the highest level award that is offered to a 4-H member.

Ms. Berger then took questions from the board. A copy of this presentation is available at the County Clerk's office located at 112 Otter Avenue, Oshkosh, Wisconsin.

ZONING REPORTS AND ORDINANCES

- Amendatory Ordinance No. 05/02/22 – A request from the Town of Winchester on behalf of Jon and Shelley Olson to rezone from R-1 Rural Residential to A-2 General Agricultural District for tax parcel no. 028-0787-01-01. Motion by Supervisor Hinz, with an amendment to change the "Town of Oshkosh" to the "Town of Winchester", seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: May 19, 2022)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 46-052022: Commendation for Bev Ostrander

WHEREAS, Bev Ostrander has been employed with the Winnebago County Department of Information Systems for the past twenty-nine years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Gustafson to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 47-052022: Commendation for Kim Thomson

WHEREAS, Kim Thomson has been employed with the Winnebago County Sheriff's Department for the past thirty-two years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Albrecht to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 48-052022: Commendation for Mary Salzer

WHEREAS, Mary Salzer has been employed with the Winnebago County Human Services Department for the past twenty-three years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Albrecht to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 49-052022: Authorize \$5,160,000 for the Winnebago County Highway Department's 2022 Annual Infrastructure Capital Improvement Program and \$750,000 for Parking Lot Capital Improvements

WHEREAS, a portion of Winnebago County's infrastructure is showing significant signs of deterioration; and

WHEREAS, certain Winnebago County parking lots need improvements; and

WHEREAS, improvements need to be made to extend infrastructures useful lives.

Specifically, the following improvements need to be made:

- Town of Neenah: CTH CB/CTH JJ Roundabout, final phase of construction;
- Town of Clayton: Future CTH T (Pioneer Road to CTH II) reconstruction;
- Town of Clayton: CTH T (CTH II to Grandview Road) milling and asphalt overlay;
- Town of Utica: CTH FF (CTH FF and Zoar Road Intersection) design phase;
- Village of Fox Crossing/City of Menasha: CTH AP (Midway Road to Oneida Street) road "diet" (going from four (4) lanes to two (2) lanes);
- Town of Winneconne/Town of Vinland: CTH G (CTH T to CTH M) pulverize and asphalt paving;
- Town of Neenah/Town of Vinland: CTH A (CTH GG to Neenah city limits) milling and asphalt overlay;
- Community Parks Parking Lots: pulverize and asphalt overlay; and

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

WHEREAS, the above identified projects on which to perform infrastructure improvements are needed projects and have been scheduled for 2022 in the Highway Department's 2022-2026 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the authorization of \$5,160,000 for the Winnebago County Highway Department's 2022 Annual Infrastructure Capital Improvement Program and \$750,000 for parking lot capital improvements to be funded with bond proceeds; and

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds to pay for these capital improvement projects will be advanced from the general fund balance and will either reduce the undesignated fund balance or will be reimbursed from a subsequent bond issue.

Submitted by:
HIGHWAY COMMITTEE

Motion by Supervisor Albrecht, seconded by Supervisor Nelson to adopt. Vote on Resolution: AYES: 34; NAYES: 1 – Defferding; ABSTAIN: 1 – Hanson. CARRIED.

RESOLUTION NO. 50-052022: Authorize \$300,000 to Initiate Design Services for the Winnebago County Highway Department Building

WHEREAS, the Winnebago County Highway Department Building update project will consist of repairs, upgrades and the expansion of the building's original footprint to accommodate larger equipment and provide a safer work environment; and

WHEREAS, the building is 26 years old and has not had any updates; and

WHEREAS, the building office area has struggled with mold problems in the recent past; and

WHEREAS, the mechanical control system and heating system will need to be upgraded or replaced; and

WHEREAS, the truck storage area is too small and cannot accommodate the fleet; and

WHEREAS, the office area located at the front of the building requires remodeling to include a larger conference room.

WHEREAS, the building is fully depreciated which offers an opportunity to make needed repairs and upgrades; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the authorization of \$300,000 to initiate design services for the Winnebago County Highway Department's Building update project.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds to pay for this capital improvement project will be advanced from the general fund balance.

Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Albrecht, seconded by Supervisor Schellenger to adopt. Vote on Resolution: AYES: 35; NAYES: 0; ABSTAIN: 1 – Dowling. CARRIED.

RESOLUTION NO. 51-052022: Authorize a Budget Transfer of \$54,091 to Cover Shortfall in Revenue and Overage in Expenses for 2021 Highway Capital Improvement Project 4920

WHEREAS, Highway project 4920 (County Highway Y – County Highway T to State Highway 41) was originally budgeted as costing \$915,500. \$840,000 was a reimbursement amount from Community Development Block Grant (CDBG) and \$75,500 was an amount transferred from the General Fund; and

WHEREAS, a smaller amount was received from the State of Wisconsin for CDBG funding leaving a shortfall of \$33,000. Additionally, the project went over budget by \$21,091.22 in expenses; and

WHEREAS, due to the shortage of funding source revenue, an additional transfer must come from the General Fund.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a budget transfer in the amount of \$54,091.22 to capital improvement project 4920.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Horan to adopt. Vote on Resolution: AYES: 36; NAYES: 0. CARRIED.

RESOLUTION NO. 52-052022: Amending the Table of Organization for the Winnebago County Sheriff's Office by Adding One Lieutenant Position and Removing One Corrections Financial Associate Position and One Police Officer Position

WHEREAS, anticipated retirements compelled a self-assessment of position duties and assignment of staff; and

WHEREAS, the 24/7 Alcohol and 24/7 Drug Sobriety Programs have been moved to the Human Services Department Connect Program, and

WHEREAS, the determination was made to eliminate 2 positions- Community Services Police Officer and Corrections Financial Associate; and

WHEREAS, the Corrections Division is the highest liability area for the Sheriff's Office, and

WHEREAS, there is a need for a supervisory position that will provide command level oversight and support of jail operations during evening hours; and

WHEREAS, these functions can most appropriately be assigned to a Lieutenant in the Corrections Division; and

WHEREAS, the elimination of 2 positions and the addition of a supervisor position will result in a net surplus of \$56,665; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the table of organization for the Sheriff's Office by eliminating one full-time Corrections Financial Associate and one full-time Community Services Police Officer and adding one full-time Lieutenant Corrections.

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Stafford, seconded by Supervisor Gustafson to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 53-052022: Authorize a Transfer of \$238,370 from the Undesignated General Fund Balance to the Sheriff's Office Capital Outlay Account for Additional Funding to Replace the Boathouse Located in Oshkosh on the Fox River at the End of Broad Street

WHEREAS, the Winnebago County Sheriff's Office Marine 1 boathouse is located in Oshkosh on the Fox River at the end of Broad Street, adjacent to the railroad trestle; and

WHEREAS, the boathouse was found to have sustained significant damage and deterioration due to its age necessitating repairs; and

WHEREAS, the project was initially approved and funded in May 2021; and

WHEREAS, the project was designed and let out for bid, with bids received in February of 2022; and

WHEREAS, only 1 bid was received from a responsible bidder; and

WHEREAS, the sole bid received exceeds the approved funding by an amount of \$238,370; and

WHEREAS, these additional funds are required to complete the repair of the boathouse

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$238,370 from the undesignated general fund balance to the sheriff's office capital outlay account to reconstruct the boathouse located in Oshkosh on the fox river at the end of Broad street.

Submitted by:

FACILITIES & PROPERTY MANAGEMENT COMMITTEE

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Buck, seconded by Supervisor Stafford to adopt.

After discussion, motion by Supervisor Ponzer, and seconded to call the question. Vote on Call to Question:

AYES: 22; NAYES: 14 – Dowling, Nichols, Wise, Nussbaum, Gabert, Robinson, Hinz, Schellenger, Buck, Hanson, Farrey, Harrison, Zastera and Egan. FAILED. (Required 2/3 of membership to pass.)

After additional discussion, Vote on Resolution: AYES: 28; NAYES: 8 - Borchart, Defferding, Nussbaum, Binder, Ponzer, Norton, Powers and Zastera. CARRIED.

RESOLUTION NO. 54-052022: Approval to Replace Carpet in Direct Supervision Pod 1 And 2 And C-Pod with Vinyl Flooring

WHEREAS, the original flooring was installed in 2003 during jail construction; and

WHEREAS, due to the age of the facility and high use there are numerous areas in need of ongoing repair; and

WHEREAS, the Wisconsin Department of Corrections Annual Inspection supports the replacement flooring project; and

WHEREAS, the Jail Improvement Fund is a separate designation of fund balance created under Wisconsin Statutes, and

WHEREAS, the Jail Improvement Fund is generated by a mandated fee of \$10, or 1% of the fine (whichever is greater) on all cases where a violation of state, municipal or county ordinance occurs, and

WHEREAS, Wisconsin Statutes specifically allow Counties to make payments for construction, remodeling, repair or improvement of county jails from this designated fund;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes an expense of \$104,638 from the Jail Improvements Fund in the Winnebago Sheriff's Office account 1125-54020 for the purpose of replacing DS-1, DS-2 and C- pods flooring.

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

Motion by Supervisor Stafford, seconded by Supervisor Swan to adopt. Vote on Resolution: AYES: 32; NAYES: 4 – Dowling, Defferding, Gustafson and Nelson. CARRIED.

RESOLUTION NO. 55-052022: **Authorize a Capital Project for the Winnebago County Parks Department for LED lighting, blacktop, and gutter improvements to the Sunnyview Expo Equine Complex at a Cost of \$127,000, Funded with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue.**

WHEREAS, the Parks Department identified the Sunnyview Expo Equine Complex lighting, blacktop, and gutter project as a priority within the 2022-2026 capital improvement plan; and

WHEREAS, the replacement of metal halide lights with LED lighting within the horse arena and around the equine complex will result in savings; and

WHEREAS, the blacktop improvements and gutter installation will provide a better experience for the Sunnyview Exposition clients.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a Capital Project for the Winnebago County Parks Department for LED Lighting, blacktop, and gutter improvements to the Sunnyview Expo Equine Complex to be funded with either a transfer from the undesignated general fund balance, or with a subsequent bond issue.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Binder to adopt. Vote on Resolution: AYES: 35; NAYES: 1 – Defferding. CARRIED.

ORDINANCE NO. 56-052022: **Amend Winnebago County General Code Sections 19.01 And 19.13 to Add the Definition of "Dog Park" and "Special Event" and Publish Rules for the Best Friends and Jerry Finch Winnebago County Dog Parks**

WHEREAS, the Parks and Recreation Committee has reviewed and recommends approval of the following amendments to Section 19.01 and Section 19.13 of the Winnebago County General Code as attached; and

WHEREAS, the amendments define the terms "dog park" and "special event" and publish rules for the Best Friends and Jerry Finch Winnebago County dog parks; and

WHEREAS, the Winnebago County Parks Department has collaborated with the Winnebago Friends of the Dog Park group, City of Oshkosh Police Department, Fox Crossing Police Department and the Winnebago County Sheriff's Office; and

WHEREAS, the Parks Department will continue to work with the Winnebago Friends of the Dog Park group, City of Oshkosh Police Department, Fox Crossing Police Department and the Winnebago County Sheriff's Office to provide a safe and inviting environment for all users.

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO DOES ORDAIN AS FOLLOWS:

That Section 19.01 and Section 19.13 of the General Code of Winnebago County be revised to add the definition of the dog park and special event and publish the rules for the Best Friends and Jerry Finch Winnebago County Dog Parks located in the City of Oshkosh and Village of Fox Crossing.

BE IT FURTHER ORDAINED by the County Board of Supervisors of the County of Winnebago that said amendment to the General Code of Winnebago County shall become effective on the date following the date of publication.

Submitted by:
PARKS & RECREATION COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Floam to adopt. Vote on Ordinance: AYES: 36; NAYES: 0. CARRIED.

Passage of Ordinance No. 56-052022 amends the Winnebago County General Code by adding the definition of "Dog Park" and "Special Event" and publishes the rules for the Winnebago County Dog Parks located in the City of Oshkosh and the Village of Fox Crossing.

A copy of Ordinance No. 56-052022 and the Parks Department definitions and rules are available from the Winnebago County Clerk's Office, 112 Otter Avenue, Oshkosh, Wisconsin. This information is also available in the General Code section of Winnebago County's website at: <http://www.co.winnebago.wi.us/GeneralCode>

RESOLUTION NO. 57-052022: Request Authority to Enter into a Contract with MidWest Rental Company to Offer Kayak Rentals at the Asylum Bay Boat Landing for 2022

WHEREAS, Winnebago County Parks Department wants to contract with MidWest Rental Company for the 2022 season (June 1, 2022 through October 31, 2022) to provide kayak rentals to Winnebago County residents and tourists; and

WHEREAS, MidWest Rental Company will be responsible for supplying the kayaks, paddles, life vests, online registration, and staff to allow for the rental of the kayaks throughout the 2022 season; and

WHEREAS, the Winnebago County Parks Department will provide the racks to store the kayaks at a cost of approximately \$800.00 through the 2022 operational budget; and

WHEREAS, Winnebago County Parks Department will receive 15% of all revenue generated from the kayak rentals.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a contract with MidWest Rental Company of Oshkosh, WI for the purpose of offering kayak rentals at the Asylum Bay Boat Landing for the 2022 season.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Horan to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 58-052022: Authorize the Winnebago County Parks Department to Accept a Donation in the Amount of \$1,841 to Purchase and Install a Memorial Bench in the Jerry Finch Winnebago County Dog Park

WHEREAS, Winnebago County Park Staff was approached by a resident who expressed a desire to donate a memorial bench to the Jerry Finch Winnebago County Dog Park; and

WHEREAS, the bench will enhance the dog park while also providing a memorial for a Winnebago County resident.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to accept a donation in the amount of \$1,841 to purchase and install a memorial bench in the Jerry Finch Winnebago County Dog Park.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Norton, seconded by Supervisor Albrecht to adopt. Vote on Resolution: AYES: 35; NAYES: 1 – Cox. CARRIED.

RESOLUTION NO. 59-052022: Amend Section 22.0 (Committee Meetings) of the Rules of the Winnebago County Board of Supervisors by Correcting Section 22.18

WHEREAS, 22.18 All meetings, *and educational events*, shall be live streamed or digitally broadcasted and recorded. *The live stream platform must include an option for the public to make a video appearance with speaking capabilities - during the appropriate time for public comment.* Recordings will be made available until the end of the current term."

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends section 22.0 of the Rules of the Winnebago County Board of Supervisors by Correcting Section 22.18.

Submitted by:

RACHAEL DOWLING, DISTRICT 1

NATE GUSTAFSON, DISTRICT 28

Motion by Supervisor Dowling, seconded by Supervisor Defferding to adopt. A friendly amendment was offered by Supervisor Dowling to include the word "on-line" before educational events on Line 8. Corporation Counsel noted to change the Section number from 22.18 to 22.11 as voted on at the April 19, 2022 Organizational meeting.

Motion by Supervisor Farrey, seconded by Supervisor Norton to amend Line 8 to read as follows: "Whereas, 22.11 All meetings in a building structure shall be live streamed or digitally broadcasted and recorded."

Motion by Supervisor Eisen, seconded by Supervisor Powers to refer this resolution to the committee of jurisdiction, Judiciary and Public Safety Committee, for deliberation and consideration of the friendly and original amendments.

Supervisor Norton asked to have a friendly amendment added to Supervisor Eisen's motion to have a joint meeting between Judiciary and Public Safety and Information Systems to consider this resolution. Supervisor Eisen accepted Supervisor Norton's friendly amendment.

Vote to REFER to the Judiciary & Public Safety Committee and the Information Systems Committee CARRIED BY VOICE VOTE.

RESOLUTION NO. 60-052022: Resolution Opposing the Mapping of a Flood Storage District for Sawyer Creek

WHEREAS, the city of Oshkosh conducted a Sawyer Creek Hydrology and Hydraulics Analysis that is based on the mapping of lands outside the city limits as a flood storage district to serve the City of Oshkosh; and

WHEREAS, the lands that are proposed to be mapped are private property; and

WHEREAS, there is no evidence that the owners of these lands were consulted during the study the city conducted; and

WHEREAS, the towns in which these lands are located were not consulted or advised of the proposed mapping outside the city limits until it was being imposed on them by the City's request that the County map these flood storage districts; and

WHEREAS, owners of these lands are not being compensated for additional regulations placed on their lands; and

WHEREAS, there are proposed changes in the design of drainage structures in the study area that may have an unknown impact on the overall functionality of the modeling that was done; and

WHEREAS, the request from the City to the County was previously taken up by Winnebago County Board and previously not approved; specifically

- a. On March 26, 2019 the Winnebago County Planning and Zoning Committee conducted a public hearing on the flood storage zoning amendment.
- b. On April 5, 2019 the Winnebago County Planning and Zoning Committee voted 4-0 to deny the flood storage zoning amendment.
- c. On April 16, 2019 the Winnebago County Board voted to deny the flood storage zoning amendment.
- d. On July 30, 2019 the Winnebago County Planning and Zoning Committee conducted another public hearing on the flood zoning storage amendment.
- e. On August 23, 2019 the Winnebago County Planning and Zoning Committee voted 4-0 to approve the flood storage zoning amendment, primarily due to the potential of all rural flood plain property owners losing flood insurance.
- f. On September 17, 2019 the Winnebago County Board postponed the vote on the flood storage zoning amendment until the October 15, 2019 Winnebago County Board meeting.
- g. On October 15, 2019 the Winnebago County Board voted to refer the flood storage zoning amendment back to the Planning and Zoning Committee for reconsideration.
- h. On January 23, 2020 the Winnebago County Planning and Zoning Committee and the City of Oshkosh Planning Commission conducted a joint information meeting for the affected land owners and general public.

WHEREAS, no alternatives have been brought forward in lieu of the existing study.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby opposes any flood storage mapping outside the city limits.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a Flood Plain Ordinance Amendment not be brought forward by Winnebago County until the outstanding issues have been resolved.

Submitted by:

SHANAH ZASTERA, DISTRICT 32

WITHDRAWN by Supervisor Zastera.

Motion by Supervisor Albrecht, seconded by Supervisor Cox to adjourn until the June 21, 2022 regular meeting at 6:00 p.m. The meeting was adjourned at 10:12 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 May 17, 2022.

Julie A. Barthels

Winnebago County Deputy Clerk

1 59-052022

2
3 **RESOLUTION: Amend Section 22.0 (Committee Meetings) of the Rules of the Winnebago**
4 **County Board of Supervisors by Correcting Section 22.4811**

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

8 **WHEREAS**, 22.4811 shall read as follows: "All **County Board, Committee, Commission and Board** meetings
9 **in buildings, and online educational events**, shall be **held in a hybrid mode: in person and** live streamed or digitally
10 broadcasted and recorded. **The live stream platform must include an option for the public to make a video**
11 **appearance with speaking capabilities - during the appropriate time for public comment.** ~~Recordings will be made~~
12 ~~available until the end of the current term~~".

13
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
15 amends section 22.0 of the Rules of the Winnebago County Board of Supervisors by Correcting Section 22.4811.

16
17 Respectfully submitted by:

18 **RACHAEL DOWLING, DISTRICT 1**

19 **NATE GUSTAFSON, DISTRICT 28**

20
21 Vote Required for Passage: **Majority Two-Thirds of Those Present**

22
23 Approved by the Winnebago County Executive this ____ day of _____, 2022.

24
25 _____
26 Jonathan D. Doemel
27 Winnebago County Executive

1 **61-062022**

2
3 **RESOLUTION: Commendation for Dan Averkamp**
4

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

6
7 **WHEREAS**, Dan Averkamp has been employed with the Winnebago County Highway Department for the
8 past thirty-two years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

18 Respectfully submitted by:

19 **PERSONNEL AND FINANCE COMMITTEE**

20
21 Committee Vote: **5-0**

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

23
24
25 Approved by the Winnebago County Executive this _____ day of _____, 2022

26
27 _____
28 Jonathan D. Doemel
29 Winnebago County Executive

1 62-062022

2
3 **RESOLUTION: Amend the Table of Organization for Winnebago County Department of**
4 **Human Services to Eliminate Two Part-time Administrative Associate**
5 **Positions and Add One Full-Time Administrative Associate IV Position.**
6

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

9 **WHEREAS**, there have been long term vacancies within Department of Human Services, and part-time
10 positions in particular have been difficult to fill; and

11 **WHEREAS**, one full time administrative associate position will meet public services needs for juvenile intake
12 services as well as maintain current job responsibilities

13 **WHEREAS**, the Department of Human Services wishes to combine two part time positions.
14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 amends the Table of Organization for the Winnebago County Department of Human Services, Child Welfare Division
17 by eliminating one part time Administrative Associate III position and amends the Table of Organization for the
18 Winnebago County Department of Human Services, Administrative Services Division by eliminating one part-time
19 Administrative Associate IV position and adding one full-time Administrative Associate IV.
20

21 *Fiscal Impact: No budget transfer is required. Ongoing wage costs will be approximately \$1,914 per year higher due*
22 *to replacement of the Administrative Associate III part-time hours with hours paid at the Administrative Associate IV*
23 *level.*
24

25 Respectfully submitted by:

26 **HUMAN SERVICES BOARD**

27 Committee Vote: **9-0**

28 Respectfully submitted by:

29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: **4-0**

31 Vote Required for Passage: **Majority of Those Present**
32

33 Approved by the Winnebago County Executive this ____ day of _____, 2022.
34

35 _____
36 Jonathan D. Doemel
37 Winnebago County Executive

Agenda Item Report



Winnebago County

The Wave of the Future

DATE: May 16, 2022

TO: Human Services Board

FROM: Renee Soroko, Deputy Director – Department of Human Services

RE: Table of Organization Change

General Description:

The Department of Human Services is requesting the creation of a full-time position by combining two (2) budgeted part-time positions resulting in a change to the department's Table of Organization.

Action Requested:

Motion to approve the attached resolution to amend the Human Services Department's Table of Organization to eliminate a part-time Admin Associate III position in the Child Welfare Division and change an Admin Associate IV position in the Administration Division from part-time to full-time by combining two part-time positions.

Procedural Steps:

Committee of Jurisdiction: Human Services Board

Meeting Date: June 6, 2022

Action Taken: _____

Vote: _____

Other Committee: Personnel & Finance

Meeting Date: June 2, 2022

Action Taken: _____

Vote: _____

County Board

Meeting Date: _____

Background:

The current Department of Human Services Table of Organization identifies one (1) part-time Admin Associate III in the Child Welfare Division which is currently vacant. It also identifies one (1) part-time Admin Associate IV position in the Administration Division which is currently filled.

Projected savings from the elimination of one (1) part-time (.50FTE) Admin Associate III - \$19,658 (position has been vacant since 12/30/21)

Projected cost of extending one (1) part-time (.50 FTE) Admin Associate IV for 6 months of FY 2022 = \$13,496

There is no need for a budget transfer as there is no budgetary impact anticipated for the remainder of FY 2022. (projected savings is greater than projected cost).

Estimated fiscal impact on FY 2023 budget = \$7,450

There is no revenue associated with this change.

Policy Discussion:

Filling vacant positions has become increasingly difficult with long standing vacancies, particularly part-time positions; however, the department must provide state-mandated juvenile intake services.

Converting two part-time positions to one full-time position will meet workload needs as well as foster employee retention and job satisfaction with a full-time employment opportunity.

Attachments:

None

63-062022

RESOLUTION: Authorize a Table of Organization Change of Six (6) Certified Nursing Assistant Full-Time Employment Positions to Six (6) Hospitality Aide Full-Time Employment Positions for Park View Health Center

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Park View Health Center created a hospitality aide position in April 2019; and

WHEREAS, throughout the COVID-19 pandemic, hospitality aides provided great support to the Park View Health Care residents and neighborhood needs, alleviating some duties of the nursing department; and

WHEREAS, Park View Health Center is requesting a table of organization change of six (6) certified nursing assistant full-time employment positions to six (6) hospitality aide full-time employment positions.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a table of organization change of six (6) certified nursing assistant full-time employment positions to six (6) hospitality aide full-time employment positions for Park View Health Center.

Fiscal Impact: Projected cost savings of \$8,011 per FTE. \$48,066 annually.

Respectfully submitted by:

PARK VIEW HEALTH COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 4/25/22

FROM: PVHC Administration

RE: Table of Organization Change: Transfer of Six (6) CNA FTE to Six (6) HA FTE

General Description:

Park View Health Center created hospitality aid position in 4/2019. Throughout the COVID-19 pandemic, Hospitality Aides have provided great support to the residents and neighborhood needs, alleviating some duties from the nursing department

Action Requested:

Motion to approve attached resolution.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction	<u>PVHC</u>	Meeting date:	<u>05/19/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
Other Committee:	<u>P&F</u>	Meeting date:	<u>06/02/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
County Board:	<u></u>	Meeting date:	<u>06/21/2022</u>

Background:

Park View Health Center is looking to transfer six (6) CNA FTE to six (6) HA FTE.

Policy Discussion:

	Wages	Fringes	Total
Certified Nursing Assistant	20,566	17,070	37,696
Hospitality Aid	16,550	13,075	29,625

Projected cost savings of \$8,011 per FTE. \$48,066 annually.

Attachments:

Draft resolution

Hospitality Aide Job Description

64-062022

RESOLUTION: Authorize Park View Health Center Shift Differentials

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, it has become increasingly difficult to recruit and retain staff at Park View Health Center causing substantial expense for overtime and agency costs; and

WHEREAS, Park View Health Center currently pays shift differentials to Registered Nurses, Licensed Practical Nurses, and Certified Nursing Assistants for evening, overnight, and weekend shifts, but does not pay these differentials equally throughout the nursing department and does not pay any differential to non-nursing staff who have some of the same shift requirements; and

WHEREAS, shift and weekend differentials are very common in the long-term care industry, and the inability to offer similar differentials has put Park View Health Center at a competitive disadvantage in recruiting new employees, while also making it more difficult to induce current employees to accept additional evening, overnight, or weekend shifts.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves authorization effective July 1, 2022, that shift differentials be paid to employees as follows:

RN/LPN/CNA regular status:

PM (1430-2230) \$4/hour shift differential

NOC (2230-0630) \$3/hour shift differential

Weekend (Saturday at 0630 through Monday at 0630) \$2/hour shift differential

Hospitality Aide regular status:

PM/NOC/Weekend (hours performed between 1430-0630 daily) \$1/hour shift differential

Non-direct caregivers working directly with residents on the neighborhoods and/or providing service to residents (regular status Hospitality Aides, Food Service Aides, Cooks, Custodians, Activity Professionals)

Weekend (Saturday at 0630 through Monday at 0630) \$1/hour shift differential

Responsibility Pay RNs:

Status employees \$3/hour differential

Salaried employees will not receive shift or weekend differentials.

Fiscal Impact: The total additional cost from the differentials combined, including wages as well as associated fringe benefits, would range between \$360,915 based on current staffing with current resident census and \$523,395 based on full capacity. If these additional differentials have a positive effect on employee recruitment and retention, as is expected, there could be significant labor cost savings due to less overtime and less need for other incentives. There could also be an indirect impact on revenue if improved staffing allows the facility to increase resident census. Neither of these factors can be estimated with any reasonable degree of certainty. No budget transfer is necessary due to savings from budgeted vacant positions.

Respectfully submitted by:

PARK VIEW HEALTH COMMITTEE

48 Committee Vote: **5-0**

49 Respectfully submitted by:

50 **PERSONNEL AND FINANCE COMMITTEE**

51 Committee Vote: **5-0**

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

53

54 Approved by the Winnebago County Executive this ____ day of _____, 2022.

55

56

57

58

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 4/25/22
FROM: PVHC Administration
RE: Park View Health Center Differentials

General Description:

Park View Health Center pays differentials for certain scheduling circumstances, the facility is seeking to increase some of the differentials as well as ensure consistency throughout departments.

Action Requested:

Motion to approve attached resolution.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction	<u>PVHC</u>	Meeting date:	<u>05/19/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
Other Committee:	<u>P&F</u>	Meeting date:	<u>06/02/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
County Board:	<u></u>	Meeting date:	<u>06/21/2022</u>

Background:

Currently, as of resolution #226-122017 approved by the Winnebago County Board of Supervisors in 12/2017, Park View Health Center offers some positions different shift differentials. These differentials also are different for some positions than others. Park View Health Center currently does not offer differentials to ancillary positions that additionally support our resident's needs.

Policy Discussion:

Park View Health Center requires operation 24/7/365. Park View Health Center has continued to struggle filling after hours and weekend shifts due to competitors offering additional incentive to work weekends and after hours shifts. Park View has likewise struggled to obtain employees willing to maintain a regular status position for these shifts.

Though Park View has some existing differentials offered, they are not consistent throughout the department(s). Other like County Skilled Nursing facilities have various additional shift and weekend differentials offered above and beyond their hourly wages.

Proposal for increasing and making incentives consistent, reflects focus on most critical staffing needs (ie. Off-hours shifts, etc.)

Table reflects difference in open FTE from prior to start of pandemic, to today.

Date	C.N.A. FTE Openings			Total C.N.A. FTE Openings	Hospitality Aides	RN/LPN FTE Openings	
	Day Shift	PM Shift	Night Shift				
1/9/2020	1.9	9.2	7.2	18.3	0, all filled	.4 FTE open	
3/4/2020	4.3	5	12.2	21.5	.1 open, leaving unfilled at this time	.8 FTE open	
4/21/2020	3.2	7.7	11.4	22.3	.4 on PM shift	.3 FTE open	
5/27/2020	3	5.1	7.1	15.2	3.6 FTE open, 1.2 on AM, 2.4 on PM	.3 FTE open	
6/1/2020	2.8	2.9	4.1	9.8	3.6 FTE open, 1.2 on AM, 2.2 on PM	.3 FTE open	
7/1/2020	3.2	5.9	5.1	14.2	No Openings	1.0 FTE open	
8/5/2020	4.2	7.5	5.7	17.4	2.2 FTE Open, 1 on AM, 1.2 on PM	1.2 FTE open	
9/1/2020	6.4	9.7	4.9	21	.2 FTE Open	1.0 FTE open	
10/8/2020	6.5	11.5	6.1	24.1	1 FTE Open	1.7 FTE open	
11/3/2020	5.1	11.1	5.1	21.3	1 FTE Open	3.1 FTE open	
12/16/2020	5.9	10.8	3.7	20.4	1 FTE Open	2.8 FTE open	
1/5/2021	4.1	10.6	4.4	19.1	1.4 FTE Open	2.8 FTE open	
2/1/2021	4.9	10.2	6	21.1	1.8 FTE Open	2.3 FTE open	
3/11/2021	10.3	8.9	6	25.2	.2 FTE Open	2 FTE open	
4/20/2021	7	10.7	8.6	26.3	1.0 FTE Open	2 FTE open	
5/13/2021	6.4	11	8.8	26.2	.8 FTE Open	3.8 FTE open	
6/2/2021	7.2	9.1	9.4	25.7	1.8 FTE Open	4.8 FTE open	
8/6/2021	4.1	11.4	7.1	22.6	.6 FTE Open	4.6 FTE open	
9/7/2021	8.5	11.8	6.5	26.8	2.4 FTE Open	6.6 FTE open	
10/20/2021	10.3	9	6.9	26.2	0	8.9 FTE open	
11/5/2021	9.3	8.2	6.9	24.4	1	8.9 FTE open	
12/8/2021	12.6	11.8	9.1	33.5	1.8 FTE Open	8.9 FTE open	
1/8/2022	12.4	11.8	9.1	33.3	1.8 FTE Open	7.5 FTE open	
2/21/2022	9	15.6	11.2	35.8	4.2 FTE Open	10.7 FTE open	
3/2/2022	9.8	16.5	10.2	36.5	3.2 FTE Open	10.1 FTE open	
4/21/2022	12.2	16.2	9.6	38	5.4 FTE Open	10.1 FTE open	
5/5/2022	12.4	17.4	9.2	39	5 FTE Open	10.5 FTE open	

Benefits of proposal:

- Become comparable to other county facility wages and offers. Winnebago county base wage may be comparable, but what other counties are offering on top of their base wages is above and beyond what we currently offer.
- Incentivize staff to work the "unwanted" or harder to fill shifts such as PM, NOC and weekends rather than increasing the overall wages.
- In turn will increase FTE, Decrease OT, decrease Mandatory OT and the use of agency staff for these hard to fill shifts.
- Increasing the differentials focuses our resources on rewarding those employees who fill the hours that are most challenging to staff.

Table below reflects current shift differentials and proposed differentials for the Nursing Department:

Current				
County: Winnebago				
	RN	LPN	Certified NA	HA
Wage	29.92	24.28	17.29	14.86
PM Differential	2	2	1	0
NOC Differential	2	2	1	0
Weekend Differential	1	1	1	0
Base PM Wage	31.92	26.28	18.29	14.86
Base NOC Wage	31.92	26.28	18.29	14.86
Base Weekend PM	32.92	27.28	19.29	14.86
Base Weekend NOC	32.92	27.28	19.29	14.86

Proposed				
County: Winnebago				
	RN	LPN	Certified NA	HA
Wage	29.92	24.28	17.29	14.86
PM Differential	4	4	4	1
NOC Differential	3	3	3	1
Weekend Differential	2	2	2	1
Base PM Wage	33.92	28.28	21.29	15.86
Base NOC Wage	32.92	27.28	20.29	15.86
Base Weekend PM	35.92	30.28	23.29	16.86
Base Weekend NOC	34.92	29.28	22.29	16.86

Cost analysis - Differentials			Full Capacity	Current Capacity		
Proposed	RN/LPN	Certified NA	Total x Differential x 2080	Total x Differential x 2080		
Number Staffed Per Day			32 AM /PM 16 NOC	23 AM/PM 13 NOC		
PM Differential	4	4	\$373,760	\$268,640		
NOC Differential	3	3	\$140,160	\$113,880		
Weekend Differential	2	2	\$133,120	\$98,176		
TOTAL			\$647,040	\$480,696		59904
TOTAL WITH BENEFITS			\$741,831	\$551,118		
Current Differential Cost	RN/LPN	Certified NA	Certified NA Full Capacity	RN/LPN Full Capacity	Certified NA Current	RN/LPN Current
PM Differential	2	1	93,440.00	46,720.00	67,160.00	35,040.00
NOC Differential	2	1	46,720.00	23,360.00	37,960.00	23,360.00
Weekend Differential	1	1	19,968.00	16,640.00	35,776.00	13,312.00
		TOTAL	160,128.00	86,720.00	140,896.00	71,712.00
		TOTAL WITH BENEFITS	183,586.75	99,424.48	161,537.26	82,217.81
			Total C.N.A and RN/LPN Full Capacity	283,011.23	Total C.N.A and RN/LPN Current Capacity	243,755.07
			Difference in cost between current and Proposed Differentials	Full Capacity = 458,820		Current Capacity = 307,363

Table below reflects Hospitality Aide Differential proposal:

Hospitality Aide Differential		Full Capacity - 16	Current Capacity - 12		
PM	1	26,782	20,086		
Weekend	1	13,312	9,984		
	Total	40,094	30,070		
	TOTAL WITH BENEFITS	45,968	34,475		
				Full Capacity	Current Capacity
				Nursing Department Total	
				With FICA and Retirement	507,650
					344,700

Table below reflects estimated cost of a \$1/hour weekend differential for other non-direct caregivers working directly with residents on the neighborhood and/or providing service to residents (regular status FSA, Cooks, Custodians, and Activity Professionals).

1 Activity, 1 Custodian, 9 Food Service	Current Differential	Proposed Differential	Full Capacity - 11
Weekend	0	\$1.00	\$9,152
Total		With FICA and Retirement	\$10,493

Table below reflect estimated cost of increased differential for Responsibility Pay Registered Nurses.

Shift Supervisor	Current Differential	Proposed Differential	Full Capacity -3
Weekend	\$2.00	\$3.00	\$7,488
Total		With FICA and Retirement	\$8,584

Attachments:

Draft Resolution

Summary of 2019-2021 Shift Differentials paid by PVHC

Summary of Wisconsin County Homes Association wages and differentials. Highlighted are those areas above Park View Health Center currently. Provides justification for proposal based to be comparable to other County Nursing Homes.

65-062022

RESOLUTION: Authorize Park View Health Center Emergency Staffing Incentives

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Park View Health Center has experienced a continual staffing decrease since the beginning of the COVID-19 pandemic and continues to experience crisis staffing shortages; and

WHEREAS, Park View Health Center currently does not have enough qualified staff employed to provide 24 hour 7 day a week 365 day a year care to Park View Health Center residents; and

WHEREAS, Park View Health Center has experienced numerous critical staffing levels due to the existing workforce shortages; and

WHEREAS, Park View Health Center has experienced great turnover with few qualified applicants submitting applications; and

WHEREAS, Park View Health Center has exhausted all non-monetary incentives to alleviate critical staffing levels and is now proposing an emergency staffing incentive proposal as outlined below:

1. Ability to offer \$25.00 per 4 hour shift based off of identified high need shifts/staffing emergency as identified by NHA or designee.
2. Ability to offer exempt nursing staff \$65.00/HR working a different position above and beyond their 40 hours within a week during high need shifts/staffing emergency as identified by NHA or designee.
3. Ability to offer 0.8- fulltime staff double time if working above and beyond 8 hours per day or 80 hours in a two-week period for fulfilling a weekend need on their scheduled weekend off as identified by NHA or designee.
4. Ability to offer time and a half to casual call and part time employees for emergency staffing needs as identified by NHA or designee.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves authorization of the Park View Health Center Emergency Staffings Incentives.

Fiscal Impact: The cost of these incentives, including wages and related fringes, could be as much \$39,043 in a week when there is a staffing emergency. This figure assumes that all four incentives are used in every qualifying open shift that week. Management would determine which if any incentives to use for each staffing emergency. No budget transfer is needed.

Respectfully submitted by:

PARK VIEW HEALTH COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2022.

45
46
47

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 4/25/22

FROM: PVHC Administration

RE: Emergency Staffing Incentives

General Description:

Park View Health Center has experienced a continual staffing decrease since the beginning of the COVID-19 pandemic and continues to experience crisis staffing level. Currently, there are not enough qualified staff employed to provide 24/7/365 care to our residents.

Action Requested:

Motion to approve attached resolution.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction	<u>PVHC</u>	Meeting date:	<u>05/19/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
Other Committee:	<u>P&F</u>	Meeting date:	<u>06/02/2022</u>
Action taken:	<u>Passed</u>	Vote:	<u>5-0</u>
County Board:	<u></u>	Meeting date:	<u>06/21/2022</u>

Background:

Park View Health Center maintains a certain level of staffing to ensure quality care is provided to the residents of Winnebago County. Park View has reached critically low staffing levels since the start of the pandemic. Park View Health Center has adapted policies and procedures to assist with staffing, that has allowed us to maintain existing staffing ratios, however, competition with like facilities offering monetary incentives, in addition, has begun to cause additional hardship to maintain these levels.

Policy Discussion:

Park View Health Center has experienced some of the critical staffing levels due to the existing workforce shortage overall. Healthcare has been greatly impacted by these shortages. In addition, Park View has had great turnover with little qualified applicants in turn.

Turnover Rates (Casual Call staff are not included):

RN/LPN

2021 60%

2022 through 4/30/22 13%

C.N.A.

2021 62%

2022 through 4/30/22 21%

Hospitality Aide

2021 41%

2022 through 4/30/22 12%

Rate of Application/Qualified Applicants:

We have received the following for prospective applications (Winnebago County Applications completed) this year through 5/10/22:

RN/LPN = 5

C.N.A. = 24

Hospitality Aide = 14

In addition to the Nursing Department FTE openings consistently trending down (below), Park View Health Center also has a FT Financial Associate II, 1 FT Custodian, 1.2 FTE Food Service Assistants vacant.

	C.N.A. FTE Openings			Total C.N.A. FTE Openings	Hospitality Aides	RN/LPN FTE Openings
Date	Day Shift	PM Shift	Night Shift			
1/9/2020	1.9	9.2	7.2	18.3	0, all filled	.4 FTE open
3/4/2020	4.3	5	12.2	21.5	.1 open, leaving unfilled at this time	.8 FTE open
4/21/2020	3.2	7.7	11.4	22.3	.4 on PM shift	.3 FTE open
5/27/2020	3	5.1	7.1	15.2	3.6 FTE open, 1.2 on AM, 2.4 on PM	.3 FTE open
6/1/2020	2.8	2.9	4.1	9.8	3.6 FTE open, 1.2 on AM, 2.2 on PM	.3 FTE open
7/1/2020	3.2	5.9	5.1	14.2	No Openings	1.0 FTE open
8/5/2020	4.2	7.5	5.7	17.4	2.2 FTE Open, 1 on AM, 1.2 on PM	1.2 FTE open
9/1/2020	6.4	9.7	4.9	21	.2 FTE Open	1.0 FTE open
10/8/2020	6.5	11.5	6.1	24.1	1 FTE Open	1.7 FTE open
11/3/2020	5.1	11.1	5.1	21.3	1 FTE Open	3.1 FTE open
12/16/2020	5.9	10.8	3.7	20.4	1 FTE Open	2.8 FTE open
1/5/2021	4.1	10.6	4.4	19.1	1.4 FTE Open	2.8 FTE open
2/1/2021	4.9	10.2	6	21.1	1.8 FTE Open	2.3 FTE open
3/11/2021	10.3	8.9	6	25.2	.2 FTE Open	2 FTE open
4/20/2021	7	10.7	8.6	26.3	1.0 FTE Open	2 FTE open
5/13/2021	6.4	11	8.8	26.2	.8 FTE Open	3.8 FTE open
6/2/2021	7.2	9.1	9.4	25.7	1.8 FTE Open	4.8 FTE open
8/6/2021	4.1	11.4	7.1	22.6	.6 FTE Open	4.6 FTE open
9/7/2021	8.5	11.8	6.5	26.8	2.4 FTE Open	6.6 FTE open
10/20/2021	10.3	9	6.9	26.2	0	8.9 FTE open
11/5/2021	9.3	8.2	6.9	24.4	1	8.9 FTE open
12/8/2021	12.6	11.8	9.1	33.5	1.8 FTE Open	8.9 FTE open
1/8/2022	12.4	11.8	9.1	33.3	1.8 FTE Open	7.5 FTE open
2/21/2022	9	15.6	11.2	35.8	4.2 FTE Open	10.7 FTE open
3/2/2022	9.8	16.5	10.2	36.5	3.2 FTE Open	10.1 FTE open
4/21/2022	12.2	16.2	9.6	38	5.4 FTE Open	10.1 FTE open
5/5/2022	12.4	17.4	9.2	39	5 FTE Open	10.5 FTE open

These critically low staffing levels are hindering Park View Health Center's ability to admit residents to the facility. In turn, members of the community are being left without services they need and other healthcare partners are having to find alternative placement for residents hospitalized.

Current Resident Census and open beds/closed neighborhoods:

- Current resident Census 111
- Required Woodside2 COVID unit = 21 bed vacancies
- Woodside1 (rehab) = 21 bed vacancies
- Per Nursing home compare as of 4/27/22- Park View Health Center's average resident daily census 124.3
- Park View's licensed bed count/capacity = 168

Current Staffing Ratio's (Nursing Home Compare Website; Park View ranking above nation average)

- RN – 4 hours and 49 minutes
- LPN – 34 Minutes
- Nurse Aide - 3 hours 10 minutes

Park View Health Center has adjusted multiple policies and procedures, within their ability, to create non-monetary incentives for staff throughout the pandemic. (Refer to attachment).

Park View Health Center has exhausted all non-monetary incentives to alleviate critical staffing levels and is now proposing an emergency staffing incentive proposal.

Benefits of this proposal include:

- In a staffing emergency rather than utilizing mandatory OT, ability to incentivize and offer current staff incentives to pick up additional hours and hard to fill shifts. Currently all other county facilities have a system or a means to offer this to current staff during the staffing crisis.
- Park View is OT over 8 in a day for status employees and over 40 in a week for casual call, allows the ability to offer OT for these employees. Full time staff already receive time and a half, double time would allow the fulltime employees 64-80 hours per pay period and incentive they currently do not receive for additional hours worked beyond these hours.
- This would allow for Emergency options for all departments such as housekeeping, and food service to also help fill high need shifts
- Being 24/7/365 does not allow the facility to close or work without staff to care for other human beings, per staffing meetings with current staff, incentives along with the non-monetary areas presented are what current staff are looking for.
- Will in turn hopefully reduce MOT, reduce OT cost or equate OT, provide choice and incentive for staff that are working long, hard and additional hours, maintain current staff and reduce turn over, maintain quality of care for the residents at current staffing ratios, remain competitive in the vast ever-changing healthcare environment, ability to continue to accept admissions and provide the needed service to the community.

Requested Incentives:

- Ability to offer \$25.00 per 4 hours shift based off of identified high need shifts/staffing emergency as identified by NHA or designee.
- Ability to offer exempt nursing staff \$65.00/HR working a different position above and beyond their 40 hours within a week during high need shifts/staffing emergency as identified by NHA or designee.
- Ability to offer 0.8- fulltime staff double time if working above and beyond 8 hours in a day and 80 within a 2-week period for fulfilling a weekend need on their scheduled weekend off as identified by NHA or designee.
- Ability to offer time and a half to casual call and part time employees for emergency staffing needs as identified by NHA or designee.

Cost analysis:

Calculated per 6-week schedule Example taken from 5/22 to 7/2 Schedule

*Please note, not all of these shifts would be filled by offering the incentive and call in's, COVID outbreaks, illnesses, LOA and FMLA etc. cannot be predicted. OT calculation does not play in as we would have to MOT for open shifts anyways and OT is over 8 hours in a day and taken from the OT budget. Not all incentives would be accruing total cost as it may be a combination of all to fill open shifts.

Number of the Open Shifts on the Next 6 week Schedule 5-22 to 7-2			If all were filled with Incentive	If all were filled with Incentive - Exempt staff are not eligible for OT, amount would be aprox. equivalent to 1.5. Exempt staff are nurses.	Double time - would already be paying 1.5 - calculated at base rate, nurses used RN Rate.	Casual do not receive OT for 8 hours in a day/ PT only receive OT if working over 8 hours in a day or 40 in a week. Calculated at base rate nurses used RN Rate.
	PM Shift Openings	NOC Shift Openings	\$25.00 / 4 hour Shift	Exempt Staff \$65.0/Hr	Double time 0.8-1.0 FTE	Time and a half to casual or PT
Nurse	16	29	2,250.00	2,925.00	5,385.00	5,385.60
C.N.A.	174	103	13,850.00		19,158.00	19,157

Attachments:

Wisconsin County Association of County Homes wages and additional compensation spreadsheet. Note additional compensation comments.

Wisconsin County Association of County Homes response regarding additional offerings in emergency staffing situations.

Exiting Park View Non-Monetary Incentives

Draft resolution.

66-062022

RESOLUTION: Authorize a Capital Project and Funding of \$1,068,427 from Bond Proceeds to Design and Construct a Residential Facility for Released 980 Violent Sexual Offenders

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, The State of Wisconsin has Violent Sexual Offenders Confined at Sand Ridge Treatment Facility; and

WHEREAS, at the end of treatment the Offenders are released to the County they resided in at the time of offense; and

WHEREAS, it is the responsibility of the home county to find adequate housing within certain location criteria; and

WHEREAS Winnebago County has several offenders for which to find housing; and

WHEREAS, Winnebago County has been unable to find either a vendor to provide housing or suitable housing to purchase; and

WHEREAS, Winnebago County, per Wisconsin Statute, has a limited time find housing for 980 offenders; and

WHEREAS, Winnebago County is subject to significant fines for failure to provide adequate housing.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a Capital Project and funding of \$1,068,427 from bonding proceeds to design and construct a 980 Violent Sexual Offender Housing Facility.

Fiscal Impact: \$1,068,427 will be advanced from the general fund and then reimbursed through a subsequent bond issue.

Respectfully submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

JUDICIARY AND PUBLIC SAFETY MEETING

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: March 30, 2022

FROM: Mike Elder

RE: 980 Sexual Offender Residential Facility

General Description:

Winnebago County is required by State Statute to find adequate housing for violent sexual predators who are released under intense supervision in accordance with the provisions of Act 980. This project is to provide County owned residential units located on County Property on County Highway Y.

Action Requested:

Approval of a capital project and funding to build the residential units.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction _ Facilities_	Meeting date: 5/11/2022
Action taken: __Approved_____	Vote: _5/0__
Other Committee: _____	Meeting date: _____
Action taken: _____	Vote: _____
County Board	Meeting date: _____

Background:

Chapter 980 applies only to those offenders convicted of a qualifying offense (e.g. a sexually violent offense). A sexually violent offense is generally a sexual assault of an adult or child, or one of a specified list of crimes that qualify if they are sexually motivated such as homicide, kidnapping and/or burglary.

The Chapter 980 process begins after the offender is sentenced to prison. A Department of Corrections (DOC) employee tracks all eligible offenders. That employee begins the review process about 12-18 months before the offender is scheduled for release. The offender is either screened out or referred to the End of Confinement Review Board (ECRB). The ECRB conducts a more thorough review of the individual, looking at his entire history. The ECRB either screens out the offender or refers the offender for a Special Purpose Evaluation (SPE). The SPE is done by a psychologist who is trained in the assessment of sex offenders. The SPE is a full psychological evaluation that reviews everything in the offender's history (juvenile offense history, adult history, mental health history, medical history). The psychologist then prepares a report, known as an SPE, and either concludes the offender meets or does not meet criteria for commitment. To meet criteria, the offender must have a qualifying offense and must suffer from a mental disorder that makes the person likely to commit future sexually violent offenses.

The DOC then makes a referral to the Department of Justice (DOJ), which can either file or decline to file a 980 petition. If a decision is made to file, the case is filed generally within 3 days of the person's scheduled release from prison. A Probable Cause hearing is held within 10 days unless the time limit is waived. If probable cause for commitment is found, the case proceeds to trial. Generally, the trial is 12-18 months after the initial filing. If the state is able to prove the 3 elements beyond a reasonable doubt, the person is committed under Chapter 980. If not, the person is released.

Commitments are indefinite. A person, once committed, remains committed until such time as the court determines the person no longer meets criteria for continued commitment, or finds that the person is eligible for supervised release. An evaluation is done yearly, and the offender has the right to request either discharge (outright release) or supervised release. Supervised release is strict community supervision. For the first year, the offender cannot leave the residence without a chaperone. The chaperone must be within sight and sound at all times. The offender can only leave for designated activities: work, treatment, religion, daily living needs, medical appointments. The offender cannot have visitors unless approved by the supervision staff. There are also 20-30 random stop-ins per week by DOC and/or the contract agencies. There are 72 standard rules that must be followed. After the first year, the supervision team determines what level of freedom the offender may acquire. The offender may remain on chaperone only status. The offender may be allowed to travel on his own (using public transportation) or may be allowed to use family members as chaperones.

Act 184 was signed into law by Governor Walker and became effective on March 30, 2018. The act made changes related to the entity responsible for finding housing for sexually violent persons, specifically obligating the county of the offender's residence as opposed to the state to find housing. The act also required the offender's county of residence to form a temporary committee to identify a residential option. By statute, the committee consists of:

- a County Human Services Representative
- a State Department of Human Services Representative
- a local Probation Officer
- County Corporation Counsel or designee
- Land use planning representative

There are strict parameters as to where an offender can be placed; 1500 feet from a school, child care facility, public park, house of worship, youth center. If the victim was an adult at risk, 1500 feet from a nursing home or assisted living facility. If the victim was under 13 years of age, placement cannot be into a residence adjacent to a property where a child permanently resides and living quarters are less than 1500 feet apart. The statute directs the committee to prepare a report identifying an appropriate residential option within 120 days. If that option is not identified, the county can face fines of up to \$1100 per day. Fines are governed by Chapter 51 Mental Health Act.

A county that fails to submit its report by the statutory deadline faces monetary penalties. A county that does not submit a report within the specified time period violates the SVP's patient rights under s. 51.61, Stats. Each day that a county fails to submit a report beyond the deadline constitutes a separate violation and may subject the county to separate damages orders. [s.980.08(4) (dm)4., Stats.]

An SVP who brings a court action based on a violation of his patient rights may be awarded actual damages he is able to prove, as well as exemplary damages of up to \$1,000 for each violation. An SVP who receives an award for damages may also be awarded costs and reasonable actual attorney fees, which cover legal fees and expenses related to bringing the litigation. [ss. 51.61(7)(a) and (b) and 980.08(4) (dm)4., Stats.]

Mike Elder, Jeff Mann and Mary Ann Mueller have been exploring possible housing options for Chapter 980 Winnebago County residents who are eligible for supervised release in the upcoming months.

Based on our research including reaching out to other counties the following options are available:

1. Utilizing a state vendor who serves as a landlord.
2. Creating a county owned residential option (e.g. purchasing housing or purchasing a manufactured home to be placed on county owned property or constructing county owned housing).

To date, the County has been unable to find a vendor able to provide the necessary housing or existing housing units that meet the placement requirements and that are also within rapid response range for the Sheriff's Office.

Policy Discussion:

The requirement exists that the County is responsible for finding adequate housing for released VSPs. There is an extremely short timeframe in order to find the housing. This project would build multiple single resident housing units on County property in close proximity to the Jail and Sheriff's Office which would expedite any law enforcement response. Multiple single resident units are being built to avoid any incompatibility of the VSPs as roommates. To build these housing units will take time that exceeds the statute allowable timeframe. The proposed location on County Highway Y will require the parcel to be surveyed and then subdivided. City of Oshkosh Zoning approval and conditional use approval will be needed. The facility construction would be able to start after the approvals. This process is estimated to take between 9 to 12 months.

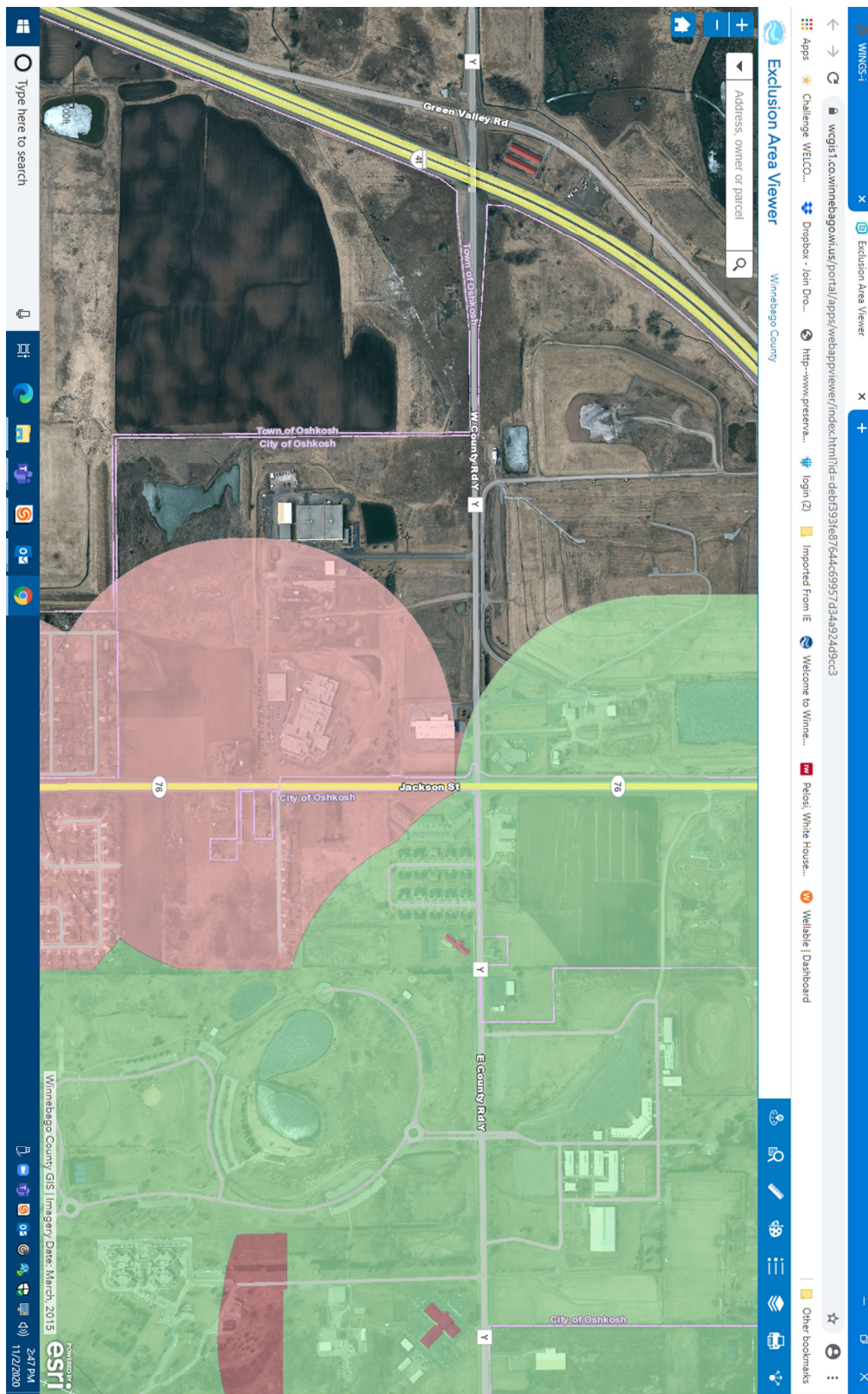
The Facilities amended the request for approval to include bringing the final design back to the Facilities Committee. The amendment passed 5/0. The Project was approved as amended 5/0.

Attachments:

- Attachment 1 – Exclusion Zones Jail Vicinity
- Attachment 2 – Propose Site Plan
- Attachment 3 – Adjacent Properties
- Attachment 4 – Proposed Site Plans with Structures

Attachment 5 – Potential Floor Plan
Attachment 6 – Opinion of Probable Cost

Attachment 1 - Exclusion Zones Jail Vicinity



Attachment 2 – Proposed Site Plan



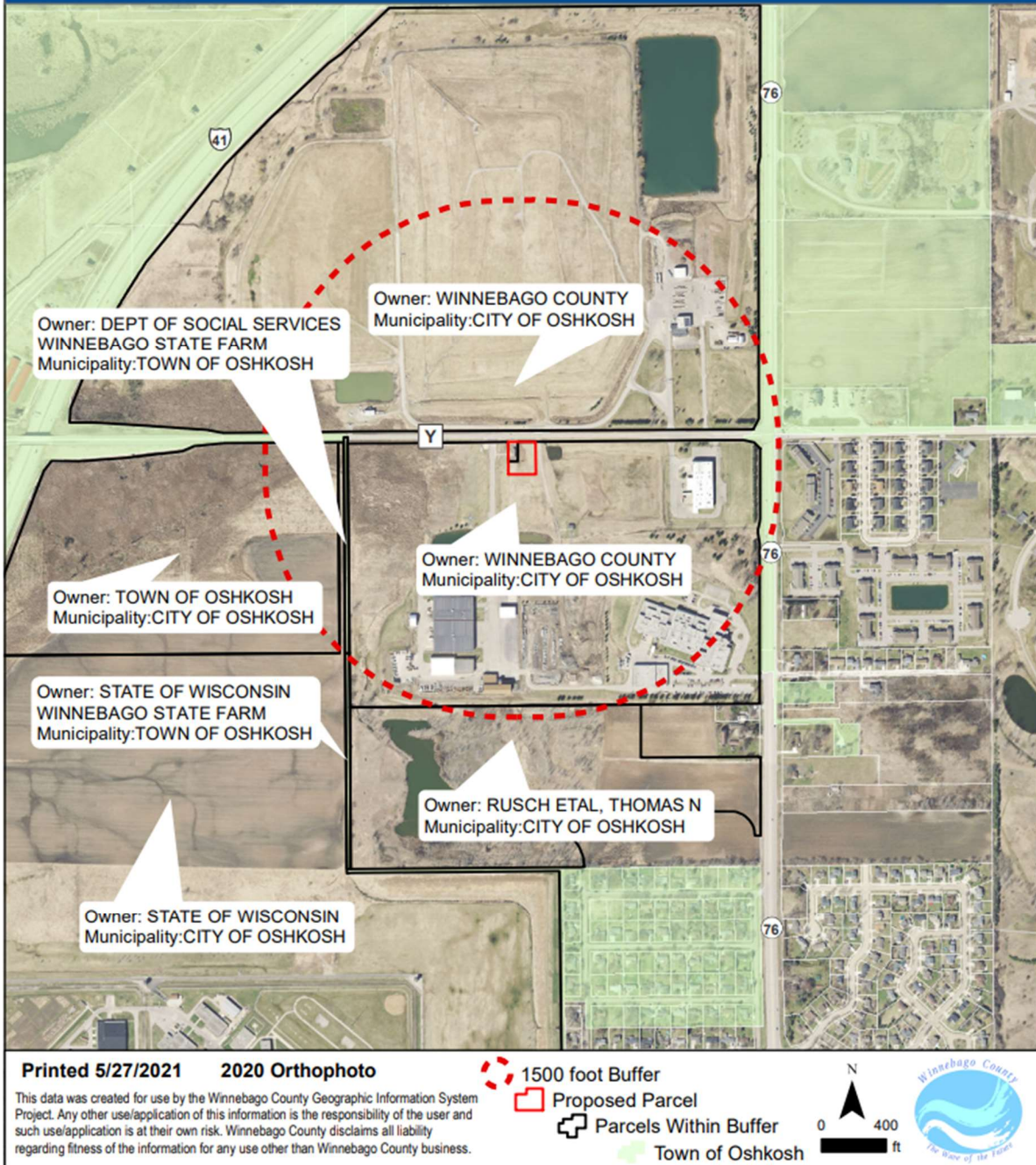
CONTEXT SITE PLAN

Scale: 1:1800

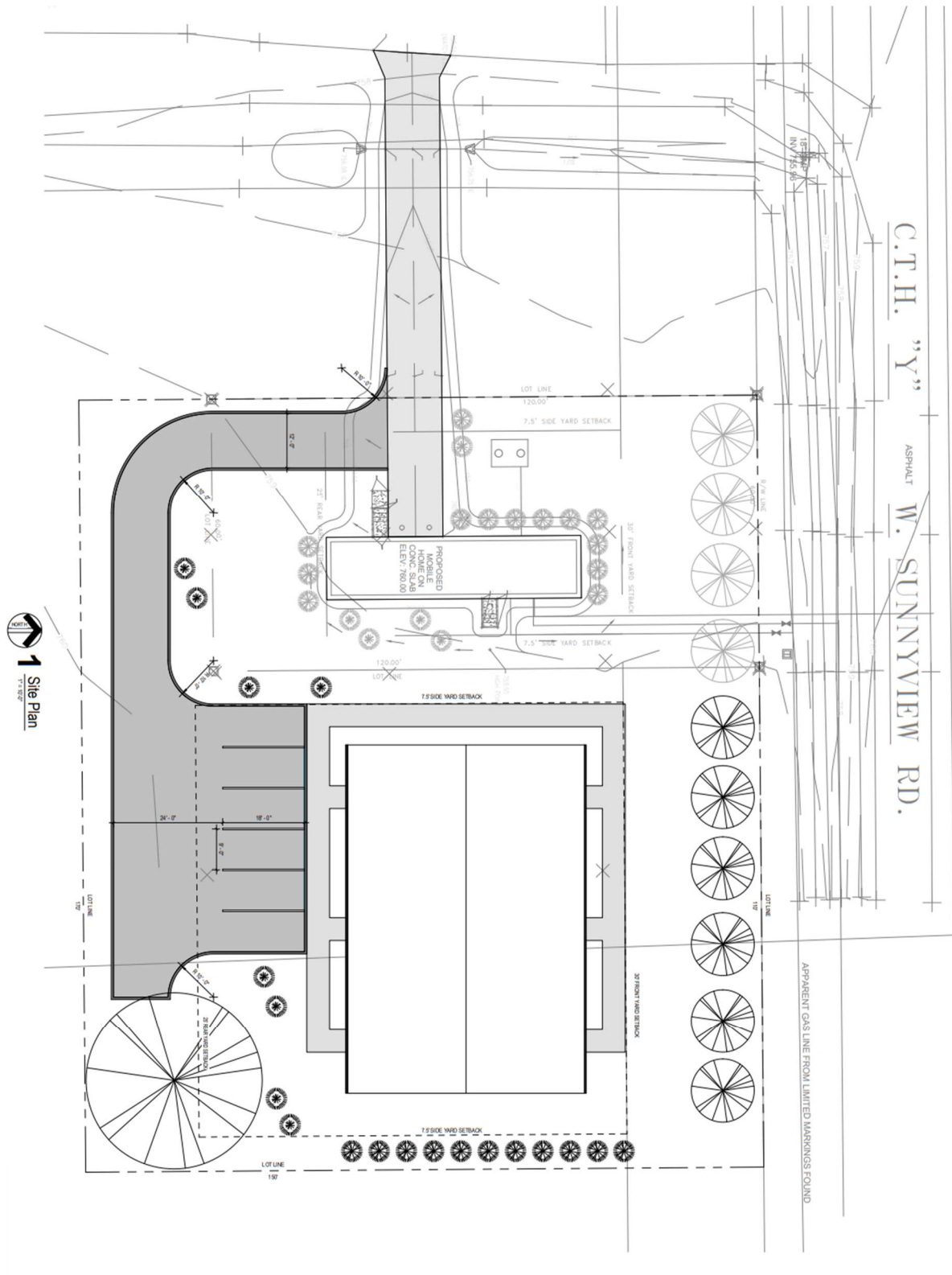
DRAFT

901 County Rd Y

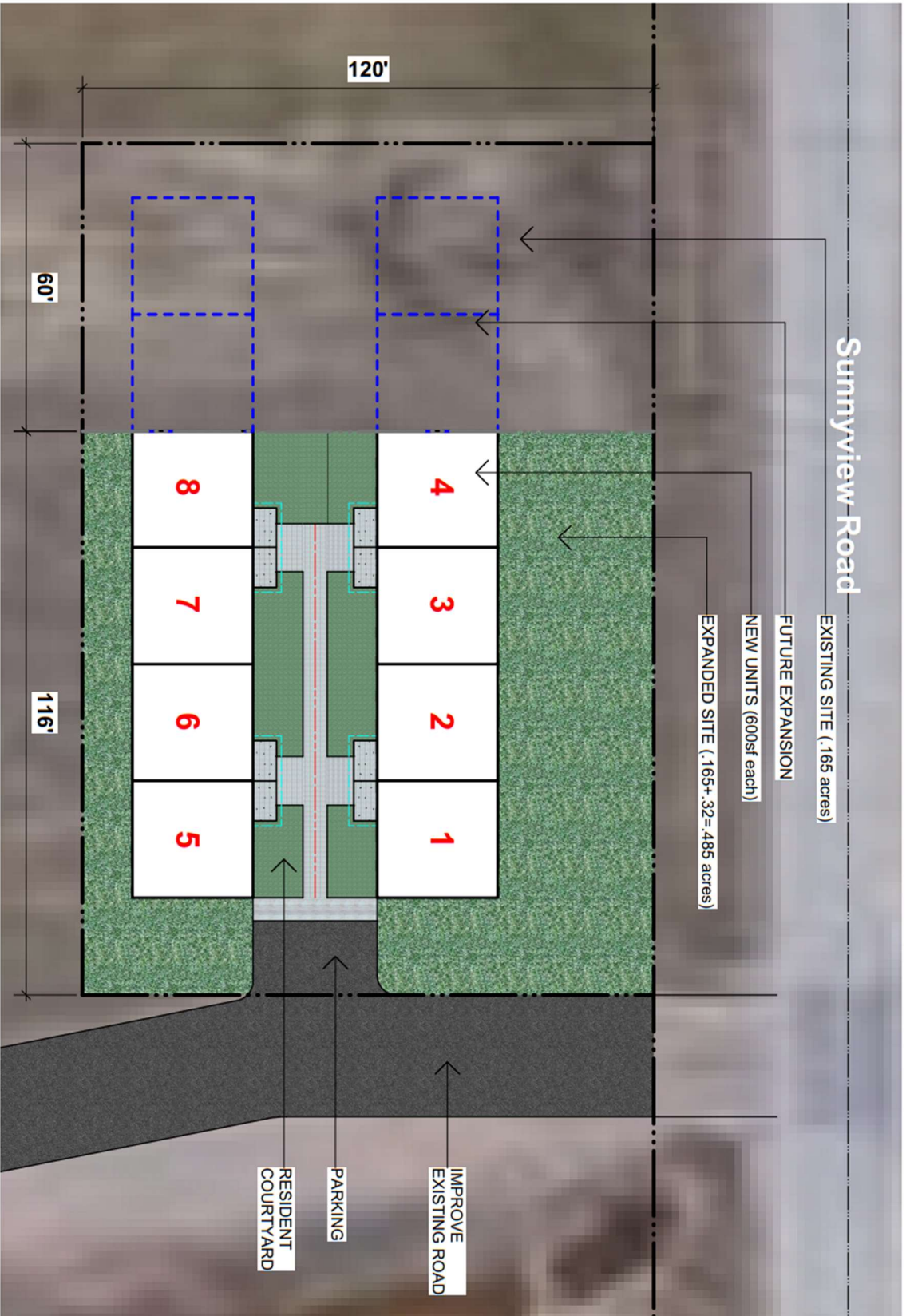
Parcels within 1500 feet of proposed parcel



Attachment 4 – Proposed Site Plan, Option 1, All Units Connected

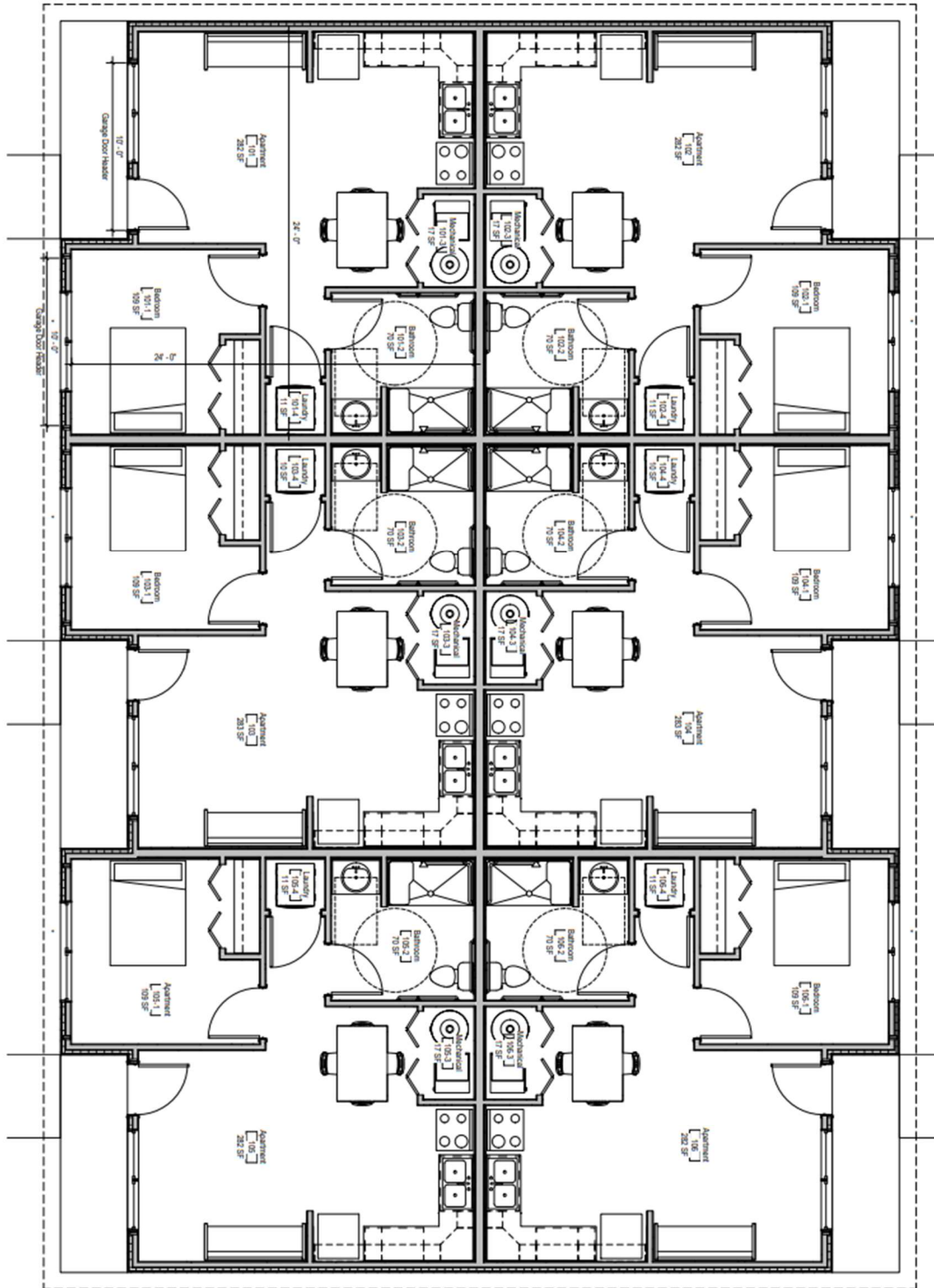


Attachment 4 – Proposed Site Plan, Semi-separated, Built in Phases



CONCEPT SITE PLAN

Attachment 5 – Potential Floor Plan



PROJECT OPINION OF PROBABLE COST WORKSHEET


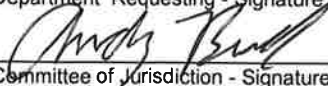
Winnebago County - Multi Tenant Housing

Commission No: O21061



DESCRIPTION	%	COST/ GSF	TOTAL
Base Bid Items			
Building	69.54%	\$156.18	\$535,817.24
Building Sitework	8.63%	\$19.37	\$66,468.33
Sanitary System	21.83%	\$49.03	\$168,200.00
Sub-total (Building, Sitework, Sanitary)	100.00%	\$224.58	\$770,485.57
Contractor Fees (General Conditions, Overhead, Profit)	15.00%	\$43.89	\$115,572.84
Contractor Fees (Payment & Performance Bonds)	1.50%	\$4.03	\$13,290.88
Design Contingency	10.00%	\$27.25	\$89,934.93
Architectural Fees	8.00%	\$23.98	\$79,142.74
Total Building Cost		\$323.73	\$1,068,426.96

BUDGET TRANSFER
980 Residential Facility

 Department Requesting - Signature  Committee of Jurisdiction - Signature Committee Vote: <u>5/0</u> Reviewed by Finance Dept.: _____ Approved - Facilities & Prop Mgmt Committee Committee Vote: _____	Date <u>5/11/2022</u> <u>5/11/2022</u>	Approval - County Executive Approval - Personnel & Finance Committee Vote: _____ N/A Approved - Information Systems Committee Committee Vote: <u>N/A</u>	Date _____ _____ N/A
Total amount of budget transfer.....			\$ 1,068,427

ACCOUNT NUMBER						AMOUNT		
Org	Object	Project	Phase	Task	Object Code / Phase Task title	I=Incr D=Decr	eb	Amount (Whole dollars only)
				502	Bond Proceeds	I		1,068,427
				203	Planning and Design	I		80,000
				204	Construction	I		988,427

Description (Must be completed - Attach extra pages if needed):

This budget request is to provide funds for the design and construction of a multi-unit residential facility for housing 980 violent sexual predators. This facility will be located on County owned land on county Highway Y.

Under state statute the County is responsible for finding adequate housing for 980 sex offenders released on intense supervision. The County has been unable to find a vendor to provide the housing or suitable existing housing to purchase. This has left the County with the only option of constructing a facility. Failure to find housing could subject the County to significant daily fines.

See attached memo

67-062022

RESOLUTION: Authorize a Revised Capital Project for the Winnebago County Facilities Department to Build a Sheriff's Office Evidence Storage and Coroner's Office/Morgue Building at an Additional Cost of \$1,154,580, Funded with Either a Transfer from the Undesignated General Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Winnebago County Board of Supervisors approved a project to build an Evidence Storage Building for the Sheriff's office in January of 2021; and

WHEREAS, the building design commenced in the Fall of 2021; and

WHEREAS, the ongoing pandemic and drug related deaths have overwhelmed storage facility holding spaces for the Coroner's office; and

WHEREAS, the Coroner's office has limited space available for body examination; and

WHEREAS, it will improve the operational efficiency of the Coroner's office by having an expanded space and being in close proximity to the Sheriff's office; and

WHEREAS, combining the Sheriff's office Evidence Storage Building with the Coroner's Morgue and office Building will allow for efficiencies of scale.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a revised capital project for the Winnebago Facilities department to build a Sheriff's Office Evidence Storage and Coroner's Morgue Office Building at an additional cost of \$1,154,480, and that the funds to pay for these capital improvement projects will be advanced from the general fund balance and will either reduce the undesignated fund balance or will be reimbursed from a subsequent bond issue.

Fiscal Impact: *The amount of \$1,154,480 will be advanced from the general fund balance and will either reduce the undesignated fund balance or will be reimbursed from a subsequent bond issue.*

Respectfully submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Committee Vote: **4-0-1**

Respectfully submitted by:

JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3-2**

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

Approved by the Winnebago County Executive this ____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

BUDGET TRANSFER
Sheriff's-Coroner's Office

<p><i>MSG/PL</i> Department Requesting - Signature</p> <p>Committee of Jurisdiction - Signature</p> <p>Committee Vote: _____</p> <p>Reviewed by Finance Dept.: <i>Ralph J. Miller</i> Approved - Facilities & Prop Mgmt Committee</p> <p>Committee Vote: <u>4-0-1</u></p>	Date <u>4/13/2022</u>	<p>Approval - County Executive</p> <p>Approval - Personnel & Finance</p> <p>Committee Vote: _____</p> <p>N/A</p> <p>Approved - Information Systems Committee</p> <p>Committee Vote: <u>N/A</u></p>	Date
<p align="right">Total amount of budget transfer.....</p>			<p align="right">\$ 1,524,580</p>

ACCOUNT NUMBER							AMOUNT	
Org	Object	Project	Phase	Task	Object Code / Phase Task title	I=Incr D=Decr	eb	Amount (Whole dollars only)
				502	Bond Proceeds	I		1,524,580
				203	Planning and Design	I		116,480
				204	Construction	I		1,408,100

Description (Must be completed - Attach extra pages if needed):

This budget transfer request is to provide additional funds to the previously approved Sheriff's evidence storage building to include a morgue and Coroner's Office space.

This revised project is to provide a storage building for evidence on the Sheriff's Office campus. Currently large evidentiary items are stored in sites remote from the Sheriff's Office. In the past this has allowed vandalism to occur and could possibly jeopardize evidence integrity. The building being used has no fire protection. Additionally, since the evidence is off site, there are labor costs associated with traveling to the site. This project would build a facility with two sections on the Sheriff's Office campus. The Evidence Storage area would be approximately 2500 square feet and provide close evidence storage capability. There would be a fenced outside impound lot for weather tolerant items. Attached the Sheriff Evidence Storage area would be a Coroner Morgue area approximately 2400 square feet. The Coroner area will consist of examination, cold storage and office areas.

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: March 30, 2022

FROM: Mike Elder

RE: *NAME OF ITEM ON THE AGENDA*

General Description:

The Evidence Garage Capital Project at the Jail complex, previously approved, has begun the design phase. As a result of the schematic design and needs review, it has become apparent that the County requires a morgue space in addition to evidence storage.

Action Requested:

Approval of an expanded capital project and additional funding.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction _Facilities_____ Meeting date: 4/13/2022

Action taken: _____ Passed _____ Vote: 4/0/1

Other Committee: _____ Meeting date: _____

Action taken: _____ Vote: _____

County Board Meeting date: _____

Background:

In April of 2021, a capital project was approved for the design and construction of a cold storage building on the Sheriff's Office Complex site for the storage of long-term evidence. A design firm was solicited and hired. In late summer and fall the design phase was begun. Concurrently the Covid pandemic experienced a surge and drug overdoses had a high level of fatalities. Deaths from Covid and other causes overwhelmed the available holding space in local funeral homes. Additionally, several of the decedents were considered evidence. The Coroner was forced to exercise their emergency cold storage plan, only to find that promised space was not available. This resulted in the Coroner having to local a trailer that could be used as cold storage for the decedents. This was a borrowed morgue trailer form a County several hours away. It was loaned to Winnebago County for a limited time. As it was there was a large vehicular accident and the trailer was recalled earlier than anticipated.

This incident provided an insight into the need for a redefinition of evidence. Now and in the coming future the need for cold storage for decedents will grow. The emergency cold storage options that are in place are not as secure as was planned. Having decedents placed in multiple privately-owned locations limits the Coroner's access to process them and to maintain the evidentiary chain of custody.

The design phase of the Evidence Storage Building is a good place to incorporate a morgue for the County. Additionally, the Coroner's Office could be located at the same facility, maximizing the efficiency of operations for the Coroner. A schematic design and preliminary opinion of probable cost was developed. The building footprint is expanded to provide 12 cold storage units and office and work

space for the Coroner. The size of the building has increased from approximately 2500 square feet of storage space with only lighting to a space of approximately 5300 square feet with lighting, ventilation and plumbing. The new opinion of probable cost is \$1,830,080. Previously, \$305,500 was approved for the original scope of the project. This leaves a shortfall of \$1,524,580 needed for the revised scope.

Policy Discussion:

The Sheriff, by State statute (many chapters; 59, 66, 301 and more) is responsible for gathering and safeguarding evidence related to the performance of his law enforcement responsibilities. Since the Sheriff's Office complex was built, the need for evidence storage has grown. There have been instances when the articles of evidence were too large to be stored in the current spaces. Additionally, there are items of evidence that the Sheriff must hold and safeguard until there is no further possibility of adjudication or appeal. This can stretch for years. This has caused the space that was envisioned in the year 2000 to be no longer sufficient for the storage needs now.

The Coroner, by State statute (many chapters; 59, 157, 979 and more) is responsible for investigating deaths in regards to whether any criminal activity has caused the death. The Coroner needs a space to be able to examine decedents and secure any evidence of the criminal activity. During the last year the Coroner was hard pressed to find space for decedents for both storage and examination.

The Facilities Committee referred the project for review and approval to the Judiciary Committee.

Attachments:

Attachment 1: Revised Capital Project Request

Attachment 2: Budget Transfer Request

Attachment 3: Draft Resolution



1 68-062022

2
3 **RESOLUTION: Authorize a Capital Project and Funding of \$259,900 from Bond Proceeds to**
4 **Design and Construct a Remodel of the USDA Office Suite to Conform to General**
5 **Services Administration Lease Requirements**
6

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

8 **WHEREAS**, the USDA office suite in the Coughlin Center was designed so that constituents could have a
9 one-stop location for land use and agricultural needs; and

10 **WHEREAS**, the USDA has been a tenant since 1998; and

11 **WHEREAS**, the USDA and General Services Administration has reviewed the existing space and
12 determined changes are required to conform to the General Services Administration least requirements; and

13 **WHEREAS** Winnebago County is responsible for the maintenance and remodeling of the Coughlin Center;
14 and

15 **WHEREAS**, Winnebago County will be reimbursed for the remodeling costs through an increased rental rate.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 authorizes a Capital Project and funding of \$259,900 from bonding proceeds to design and construct a remodeled
18 USDA office suite.
19

20 **Fiscal Impact:** *Project costs of \$259,900 will be initially advanced from the general fund, then replaced with funds*
21 *from a subsequent bond issue. Debt service costs will be recouped through rent paid by USDA over the initial three-*
22 *year term of the lease.*
23

24 Respectfully submitted by:

25 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

26 Committee Vote: **5-0**

27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **5-0**

30 Vote Required for Passage: **Three-Fourths of Membership**
31

32 Approved by the Winnebago County Executive this ____ day of _____, 2022.
33

34 _____
35 Jonathan D. Doemel
36 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 13, 2022

FROM: Mike Elder

RE: Coughlin Center USDA Remodeling

General Description:

The USDA rents office space from the County in the Coughlin Center. As part of the terms of the lease renewal for 2022 through 2032, the USDA is requiring remodeling of their office suite.

Action Requested:

Approval of a capital project and funding to remodel the USDA office suite in the Coughlin Center to USDA requirements.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Facilities- Prop Mgmt

Meeting date: 5/11/2022

Action taken: ___Approved___

Vote: ___5/0___

Other Committee: _____

Meeting date: _____

Action taken: _____

Vote: _____

County Board

Meeting date: _____

Background:

The Coughlin Center was authorized and designed in 1996. The concept was that it would be a one stop shop for the agricultural needs of the County. The building would be home to the UW Extension Office, Land and Water Department, USDA Offices and the Parks Department. Each department office area was designed for their needs at the time. The USDA partnered with Winnebago County to design and construct their Coughlin Center office suite.

Since 1998 the USDA has been renting space in the Coughlin Center. The leases have been renewed on an average of every 5 to 10 years. This year the USDA has looked at their office needs and the requirements imposed by the General Services Administration as a result of the attack on 9/11. This resulted in the USDA's request for remodeling of their offices. This remodeling includes additional security measures for the suite, a conference room, a computer server room, drinking fountain modifications and necessary building system modifications.

A preliminary design review has been completed and initial costs for the remodeling have been developed. The costs for this remodeling would be paid for by the USDA through the rent paid for the space. There is a firm commitment of 3 years occupancy with an anticipated 10 year lease term. This means after the initial firm period the USDA could either modify or terminate the lease. The plan will be to recover the costs during the firm 3 year period.

In order to complete the lease negotiation, the USDA requires at least 3 bids for the remodeling work. To provide the necessary bids a complete design and bidding documents need to be developed and completed. Then the project would be put out to bid, with contractors returning their bid prices. These bids would then be provided to the USDA for acceptance. If the price for the work is not accepted by the USDA, the scope could be changed or the USDA could decide to find other office space.

Policy Discussion:

There is no requirement for the USDA to have offices collocated with County Departments or in County facilities.

In order for the necessary bid preparation, bidding and lease negotiation, a Capital Project needs to be authorized and funded. The opinion of probable cost for the design, bidding and remodeling is \$259,900.00.

Once the project goes out for bid and the bids are returned, the bid tally will be shared with USDA. USDA will then decide to proceed or potentially look to relocate to a facility more suited to their needs. The costs for the remodeling will be recovered during the 3 firm lease years.

The facilities Committee approved the project and budget transfer request at the May 11, 2022 meeting. The vote was 5/0

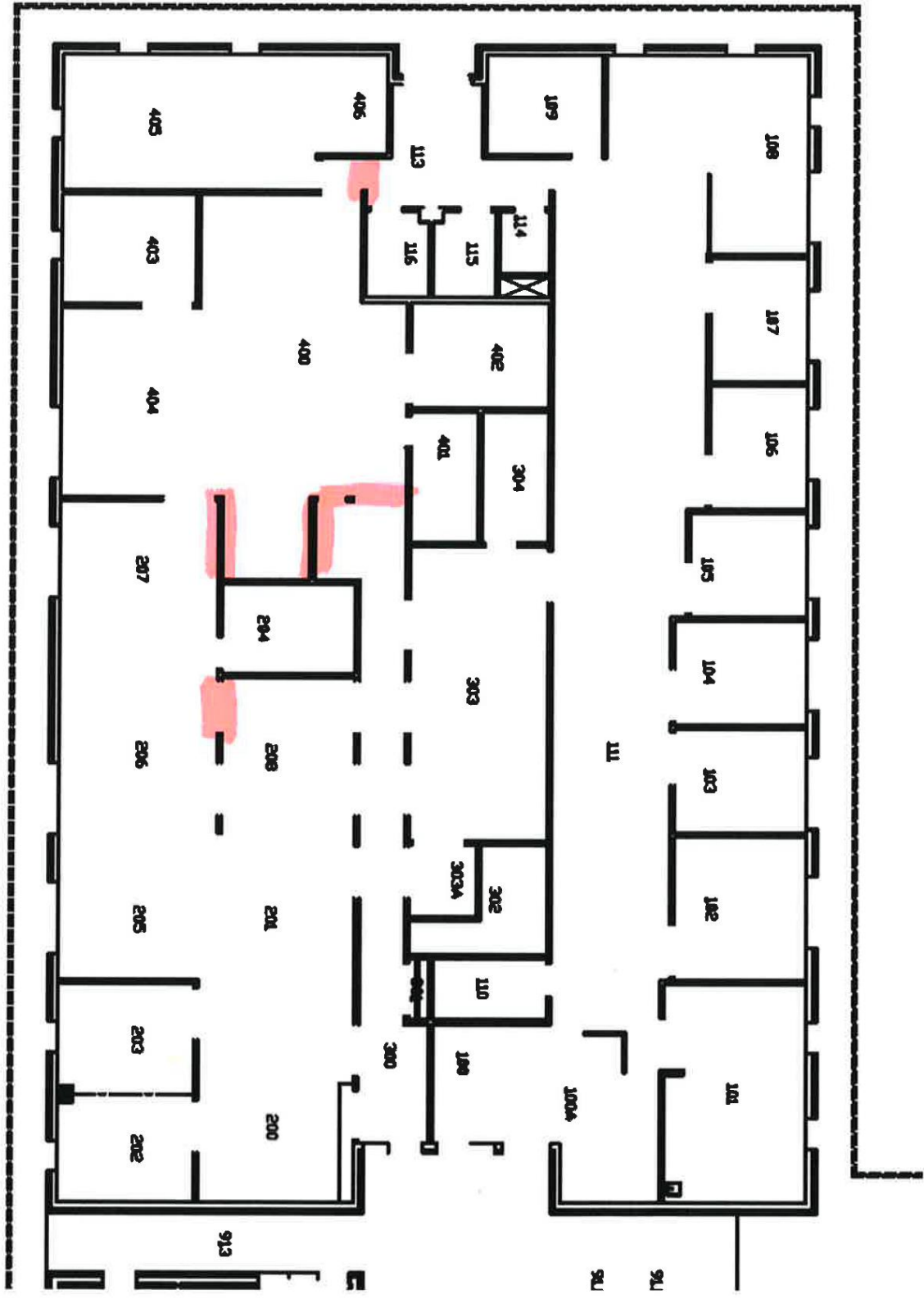
Attachments:

1 – Demolition Sketch

2- New Construction Sketch

Attachment 1 – Demolition Sketch

HIGHLIGHTED AREAS ARE WALLS/WINDOWS/DOORS TO BE REMOVED



Attachment 2 – Construction Sketch

[illegible]

BUDGET TRANSFER

Coughlin USDA Lease Remodel

<div style="text-align: right; margin-bottom: 10px;"> Department Requesting - Signature </div> <div style="text-align: right; margin-bottom: 10px;"> Committee of Jurisdiction - Signature </div> <div style="text-align: right; margin-bottom: 10px;"> Committee Vote: <u>5/0</u> </div> <div style="text-align: right; margin-bottom: 10px;"> Reviewed by Finance Dept.: _____ </div> <div style="text-align: right; margin-bottom: 10px;"> Approved - Facilities & Prop Mgmt Committee </div> <div style="text-align: right;"> Committee Vote: _____ </div>	Date <u>5/1/2022</u> <u>5/11/2022</u>	<div style="text-align: right; margin-bottom: 10px;"> Approval - County Executive </div> <div style="text-align: right; margin-bottom: 10px;"> Approval - Personnel & Finance </div> <div style="text-align: right; margin-bottom: 10px;"> Committee Vote: _____ </div> <div style="text-align: right; margin-bottom: 10px;"> N/A </div> <div style="text-align: right; margin-bottom: 10px;"> Approved - Information Systems Committee </div> <div style="text-align: right;"> Committee Vote: <u>N/A</u> </div>
Total amount of budget transfer.....		\$ 259,900

ACCOUNT NUMBER

AMOUNT

Org	Object	Project	Phase	Task	Object Code / Phase Task title	I=Incr D=Decr	eb	Amount (Whole dollars only)
				502	Bond Proceeds	I		259,900
				203	Planning and Design	I		26,000
				204	Construction	I		233,900

Description (Must be completed - Attach extra pages if needed):

This budget request is to provide funds for the design and construction to remodel the USDA Office suite in the Coughlin Center in accordance with General Services Administration lease requirements

The remodeling includes demolition of a hallway wall, removal of a door and infilling the the gap, creating a new conference room, creating a new computer server room with air conditioning, reconfiguring existing lighting, electrical and HVAC systems to match the new spaces.

See attached memo

ENTRY NUMBER

1 69-062022

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RESOLUTION: Creating a Department of Administration, Amending Tables of Organization for Administration, Finance, and Human Resources Departments, and Transferring Budgets to Department of Administration

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

9 **WHEREAS**, in recent years county government financing has become increasingly more complex, requiring
10 amplified oversight of intergovernmental funds, and administration of federal and state grant funds, such as those
11 awarded under the State and Local Fiscal Recovery Funds program under the American Rescue Plan Act (ARPA),
12 the Wisconsin Department of Administration Neighborhood Investment Fund Grant Program, and the Bi-partisan
13 Infrastructure Investment and Jobs Act (IIJA); and

14 **WHEREAS**, additional recent pressures on administration of county government include the upheaval in
15 labor markets, extreme difficulty in recruiting and retaining employees, the need for a wage study update, and the
16 need to handle pandemic-related issues such as remote work arrangements and the vaccination mandate; and

17 **WHEREAS**, Winnebago County could further capitalize on efficiencies with purchasing, contracts, property
18 and casualty insurance, health and dental insurance, information technology innovation, and other special projects
19 which could potentially reduce the tax levy burden in our county; and

20 **WHEREAS**, the county board and administration have desired to begin long-term planning with a strategic
21 plan, financial outlook, facilities master plan, and other policies review, while the current management structure of the
22 county does not have sufficient time resources positions to devote to such issues; and

23 **WHEREAS**, the county board would benefit from more and better information to better understand crucial
24 policy decisions which impact our citizens, employees, and other stakeholders; and

25 **WHEREAS**, increasing financial and regulatory pressures make it essential that the county maximize
26 efficiencies and coordination among departments, as well as the ability to change; and

27 **WHEREAS**, adding a professional administrative position, with responsibility for internal service
28 departments, would relieve some of the pressure on the Director of Human Resources and Director of Finance
29 positions by separating risk management, purchasing, and general services functions from the core responsibilities of
30 those departments, possibly make it easier to recruit for these positions, improve coordination among departments,
31 administer new grant programs, assist with strategic vision, and enable the county to adapt to a changing
32 environment; and

33 **WHEREAS**, a new Director of Administration position could provide supervision and assistance to the
34 Directors of Human Resources, Finance, and Information Systems, while all four of these director positions would
35 remain heads of county departments within the meaning of Wis. Stats. section 59.17(2)(br), requiring appointment by
36 the County Executive and confirmation by the County Board.

37
38 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
39 creates a Department of Administration within Winnebago County Government, effective July 1 2022; that the Table
40 of Organization for the Department of Administration is created including four full-time positions: Director of
41 Administration, Purchasing Manager, Risk Manager, and Administrative Associate I; that the Table of Organization
42 for the Finance Department is amended by removing the position of Purchasing Manager, that the Table of

43 Organization for the Human Resource Department is amended by removing the position of Risk Manager, and that
44 the Table of Organization for General Services is amended by removing the position of Administrative Associate I.

45 **BE IT FURTHER RESOLVED**, that the budget for org 1019, currently used for the Purchasing Manager
46 position, be separated from the Finance Department budget and established as a separate budget for the
47 Department of Administration, that the labor budgets for the Risk Manager and General Services position remain in
48 the Property and Liability Insurance Fund, Workers Compensation Fund, and General Services Fund but under
49 control of the Director of Administration, and that the following budget transfers be made to the Department of
50 Administration budget for 2022:

51 \$12,197 from Human Resources labor accounts to Department of Administration labor accounts
52 \$42,086 from Finance labor accounts to Department of Administration labor accounts
53 \$33,925 from undesignated fund balance to Department of Administration labor accounts
54 \$3,000 from undesignated fund balance to Department of Administration accounts for computer
55 equipment, telephone, computer licensing, and office supplies
56

57 *Fiscal Impact: \$36,925 to be transferred from the undesignated fund balance and \$54,283 to be transferred from*
58 *other departments.*

59

60 Respectfully submitted by:

61 **PERSONNEL AND FINANCE COMMITTEE**

62 Committee Vote: **3-2**

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

64

65 Approved by the Winnebago County Executive this ____ day of _____, 2022.

66

67

68

69

Jonathan D. Doemel
Winnebago County Executive

**WINNEBAGO COUNTY
POSITION DESCRIPTION**

(Draft Abbreviated Version for Proposed New Position)

POSITION TITLE: **Director of Administration**

DEPARTMENT: Administration

PAY BASIS: Salaried

PRINCIPAL ESSENTIAL DUTIES:

1. Jointly with the County Executive, supervises the Directors of Finance, Human Resources, and Information Systems, and makes sure that those departments operate efficiently and effectively in providing service which meets the changing needs of other operating departments.
2. Directs the development, implementation, and administration of the County's programs for purchasing, contract administration, risk management, property and liability insurance, workers' compensation, and general services.
3. Provides leadership and advice concerning overall direction and management of the County, and ensures coordination among departments.
4. Assists the County Executive in preparation of the annual budget, in setting overall goals and targets for department budgets, and in establish.
5. Develops, recommends, and presents proposals for policy changes when needed.
6. Provides support and information to the County Board regarding policy issues.
7. Participates in the County's strategic planning efforts, including long-term financial planning.
8. Manages large intergovernmental grant programs which affect multiple County departments.
9. Ensures that the County is in compliance with federal and state laws, regulations, and contracting requirements.
10. Handles special projects as needed.
11. Performs other related duties as assigned.

WORK RELATIONSHIPS:

1. Reports to County Executive.
2. Supervises Director of Finance, Director of Human Resources, Director of Information Systems, Purchasing Manager, and Risk Manager.
3. Works with all department heads, County Board members, other government agencies, and the general public.

REQUIRED EDUCATION, EXPERIENCE, TRAINING, AND CERTIFICATION:

1. Bachelor's degree or higher required; a master's degree in Public Administration or another advanced degree in a related field preferred
2. A minimum of ten years work experience in state or local government, which should include at least two years experience at a department head level in county government.

KNOWLEDGE, SKILLS, AND ABILITIES:

1. Knowledge of principles of local government finance.
2. Knowledge of budgeting systems and principles in state or local government.
3. Knowledge of information systems technology, administration, and management.
4. Knowledge of quality improvement and strategic planning processes.
5. Ability to apply logic and reasoning to data and come up with conclusions, corrections and revisions.
6. Ability to establish and maintain effective working relationships with others including subordinates, department heads, elected officials and the general public and press.
7. Strong written and verbal communication skills including listening skills.
8. Knowledge of the laws and regulations applicable to county government operations.
9. Ability to plan, organize, and effectively present ideas, concepts, and recommendations.

LABOR BUDGET TRANSFERS FOR DIRECTOR OF ADMINISTRATION POSITION

Budgets July 1, 2022 through December 31, 2022

Org	Position	Total Wages This Line	Total Fringes This Line	Total Budget This Line
1012	Director of Human Resources (existing budget)	\$63,231	\$21,700	\$84,931
1012	Human Resources Generalist (existing budget)	\$29,148	\$13,503	\$42,651
1012	Total existing budget 2 positions	\$92,379	\$35,203	\$127,582
1012	Director of Human Resources (needed after reorganization)	\$50,569	\$17,009	\$67,578
1012	Human Resources Generalist (needed after reorganization)	\$31,334	\$16,473	\$47,807
1012	Total needed budget 2 positions	\$81,903	\$33,482	\$115,385
	Amount available to transfer to DOA from existing Human Resources budget	\$10,476	\$1,721	\$12,197

1015	Finance Department total existing labor for 6 months	\$217,780	\$91,210	\$308,989
1015	Finance Department total labor needed for 6 months with all positions filled	(\$208,090)	(\$97,213)	(\$305,303)
1015	Savings from vacant positions first 5 months of 2022	\$52,174	\$26,225	\$78,399
1015	Transferred to contracted services	(\$40,000)	\$0	(\$40,000)
	Amount available to transfer to DOA from existing Finance budget	\$21,864	\$20,222	\$42,086
	Total amount available to transfer to DOA from existing Human Resources and Finance budgets	\$32,340	\$21,942	\$54,282
	Budget needed for DOA position	\$66,086	\$22,122	\$88,207
	Budget transferred from Human Resources	\$10,476	\$1,721	\$12,197
	Budget transferred from Finance	\$21,864	\$20,222	\$42,086
	Budget transferred from undesignated general fund	\$33,746	\$179	\$33,925

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 26, 2022

FROM: County Executive Jon Doemel

RE: Approval of a TO change and budget transfer to create a director of administration

General Description:

Approval of a table of organization change and budget transfer to create a director of administration.

Action Requested:

Motion to recommend to the board approval of a table of organization change and budget transfer to create a director of administration.

Procedural Steps:

Committee of Jurisdiction: Personnel & Finance Meeting date: June 2, 2022

County Board

Meeting date: June 17, 2022

Background:

During the 2022 budget debate, an amendment was discussed to add a position to the human resources department to assist with recruiting and other tasks. Additionally, since January of 2022, the finance director has been vacant with few applications. Recruiting for the finance director position has been difficult due to numerous government finance positions open around the region and state.

With the vacant finance director position, Mike Collard has moved to a full-time acting position in finance and Mark Habeck has moved to a full-time position in human resources. Both sets of fresh eyes has allowed for operational review of the internal administrative support departments for our county.

As has been referenced in previous discussions, in 1986 the county commissioned Arthur Young to review the operational efficiency of county government. This tracked with statutory changes to the forms of county government. That report recommended greater department alignment to include functional area administrators. Several other counties have since followed similar organizational charts that Arthur Young proposed to Winnebago County over thirty years ago. The study argued the county should follow private sector model with a CEO with other C-suite or Vice President positions.

Wisconsin has twelve county executive counties. Ten of those counties have more than 100,000 residents. Fond du Lac, Brown, Washington, Waukesha, Kenosha, Dane, and Milwaukee.

While changes have been proposed to the Office of the County Executive in previous months, this is not an additional attempt at that discussion. This proposal is separate and unique to the operational success of the internal support departments. The Office of County Executive will not pursue additional staff at this time. This is not a discussion on the structure or the staff of the Office of County Executive. This is a discussion on the structure of county operations.

Policy Discussion:

The goal with the director of administration is to increase internal services and responsiveness to departments in planning and execution of duties in purchasing, human resources, finance, and technology.

This proposal does not eliminate departments or the department head status of finance, human resources, or information systems. Rather, the proposal provides additional support to these functions to clear potential log jams. Each department head will still be appointed by the county executive and confirmed by the county board.

The director of administration's primary duty is to orchestrate the finance, information services, and human resources departments. The position will directly lead risk management and purchasing. The position will provide high level analysis, visioning, and advising while ensuring day-to-day operations of the departments are left to the directors. In short, the DOA is in charge with county innovation and effectiveness. The DOA will also ensure adequate preparation of county board materials.

By breaking out risk management and purchasing, more time will be allocated to these necessary functions which save county resources. As costs and other influences on the insurance funds increase, having a dedicated set of eyes to ensure innovation will save taxpayer resources.

In short, the director of administration will:

- Manage crucial long-term projects such as wage study, financial planning, strategic plan, facility master plan and others
- Provide professional government manager for the first time to Winnebago County
- Follow the model of most county executive counties and businesses
- Increase crucial information to the county board through more robust memos and briefs
- Monitor and react quicker to changes including passed legislation and climates
- Ensure continuity of professional government during transition periods of elected leaders
- Assist board members in district specific issues, of which there is limited capacity today

Lastly, by creating a director of administration at a higher level it provides an additional layer of advancement for numerous department heads, which could increase recruiting efforts for finance, human resources, or other department heads.

As is required with all job vacancies, this position will be posted and recruited in accordance to human resources policy.

Attachments:

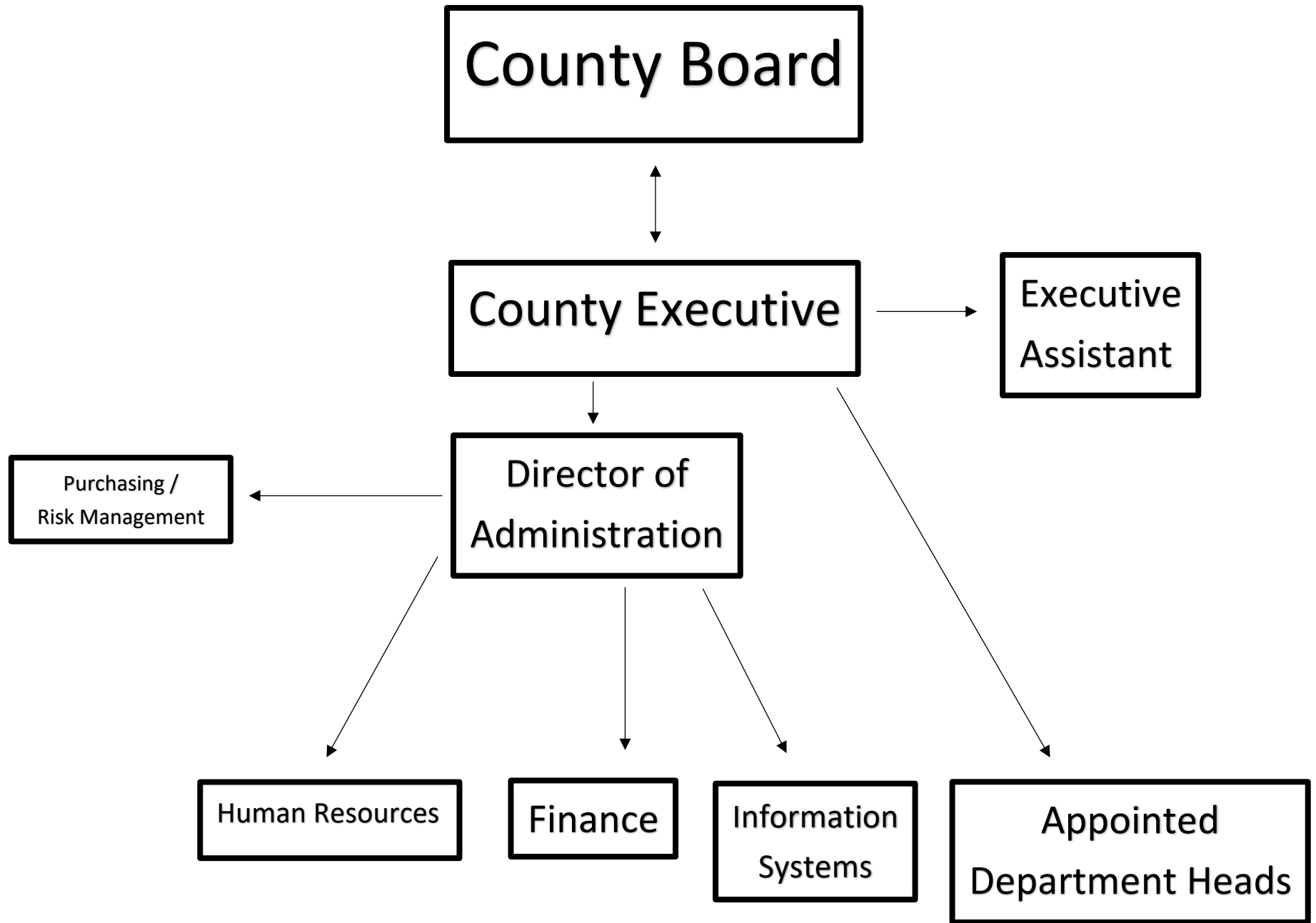
Abbreviated Position Description

Organizational Chart

Labor Budget Transfer Calculation

Budget Transfer Sheet

Draft Resolution



1 70-062022

2

3 **RESOLUTION: Authorize a Capital Project for Wittman Regional Airport to Construct T-**
4 **Hangar Facilities in the Amount of \$4.3 Million, Funded with \$3 Million of**
5 **Bond Proceeds and \$1.3 Million to be provided by the Wisconsin Bureau of**
6 **Aeronautics (BOA) Through Grant Assistance.**

7

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

9 **WHEREAS**, certain existing airport hangar facilities, owned by Winnebago County, are past their useful
10 lifespan and require replacement; and

11 **WHEREAS**, significant demand for additional hangar space has existed for many years and has largely gone
12 unserved; and

13 **WHEREAS**, this project will construct twenty (20) new T-hangar units, associated aircraft parking aprons,
14 taxi-lanes and improve the project site to accommodate future private hangar development; and

15 **WHEREAS**, the project site, in order to prepare for the new hangar facilities, requires removal of five (5)
16 existing hangars and associated aircraft parking apron, which have outlived their useful life; and

17 **WHEREAS**, the new hangar facilities will offer significant improvement over the existing hangars they will
18 replace, increase available hangar space offered for lease to the general public, and increase long term revenue
19 within the airport's operating budget.

20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 approves and authorizes a capital project for Wittman Regional Airport to construct new T-Hangar Facilities at a cost
23 of \$4.3 million, funded with \$3 Million of bond proceeds, and \$1.3 million to be provided by the Wisconsin Bureau of
24 Aeronautics (BOA) through grant assistance.

25

26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the \$3 million of funds to
27 pay for this project will be advanced from the general fund balance and will be reimbursed from a subsequent bond
28 issue.

29

30 **Fiscal Impact:** *\$3,000,000 will be advanced from the general fund undesignated balance and reimbursed from a*
31 *subsequent bond issue.*

32

33 Respectfully submitted by:

34 **AVIATION COMMITTEE**

35 Committee Vote: **5-0**

36

37 Respectfully submitted by:

38 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

39 Committee Vote: **5-0**

40

41 Respectfully submitted by:

42 **PERSONNEL AND FINANCE COMMITTEE**

43 Committee Vote: **5-0**

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

45

46 Approved by the Winnebago County Executive this ____ day of _____, 2022.

45
46
47
48

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

TO: Winnebago County Board of Supervisors

FROM: Jim Schell, Airport Director

RE: East General Aviation (GA) T-Hangar Construction Project

DATE: May 18, 2022

HISTORY

For many years, the airport has sat mostly stagnant with respect to our overall hangar capacity. There are a number of metrics that have shown a two-fold need of increasing available hangar space and replacement of current facilities that are past their useful life. While a few private use hangars have been constructed in recent years, they've done little to alleviate our lengthy waiting list of prospective tenants. Our current hangar waiting list totals 52 people. That said, even with marginally higher hangar turnover in the past year, that number has grown significantly in the past 5 years.

Aside from the small private hangars constructed on the field, County owned and operated hangars have not been constructed for more than 20 years. This has been one of the driving factors to our large backlog of demand, coupled by a lack of available space at other airports in our region. One of the core principles and major uses at our airport are based aircraft owners and operators. This is one of the most important ways we serve the public at large on a year-round basis.

While there is a sizeable upfront cost to constructing new hangar facilities, it is an investment that will re-pay itself within approximately 30 years while also adding an additional, long-term revenue stream which will assist in the overall goal of airport financial self-sustainability. Most hangars of this type have a lifespan of 50 to 70 years, which far outlive the payback period and further illustrates the importance of the revenue generation for the Airport and County that this project can provide.

PROJECT PLANS

The primary goal of the East GA T-hangar project is to construct two (2) buildings of ten (10) unit T-hangars along with the associated aircraft parking aprons and connecting taxi-lanes for airfield access.

The secondary goal of the project is to create shovel ready sites for future private hangar development along both the east and west sides of the project site. This is an important part of the project as we currently are running very low on shovel ready sites to offer prospective land lease tenants.

Please refer to the two attached diagrams, which visually depict the scope of the project including the new construction outlined above and the removal of 5 hangar facilities that have outlived their useful life.

TIMETABLE

If funding is obtained by all parties (Winnebago County, Federal Aviation Administration (FAA) Airport Improvement Program (AIP) and Wisconsin Department of Transportation (DOT) Bureau of Aeronautics (BOA), the project will move forward with the construction phase in late summer / early fall 2022.

FUNDING

The T-hangar development project is estimated to cost approximately \$4,300,000. We are applying for and anticipating approximately \$1,300,000 in a combination of Federal Aviation Administration (FAA) & WI Bureau of Aeronautics (BOA) AIP grant funding on the project.

Grant Funding (FAA & BOA)	\$ 1,300,000.00
Winnebago County municipal bonding	<u>\$ 3,000,000.00</u>
	\$ 4,300,000.00 (Construction Funding)

Funding for work necessary to complete design, assemble bid packages and assist with project management has already been allocated through a combination of County funding and State grant assistance.

REQUESTED ACTION

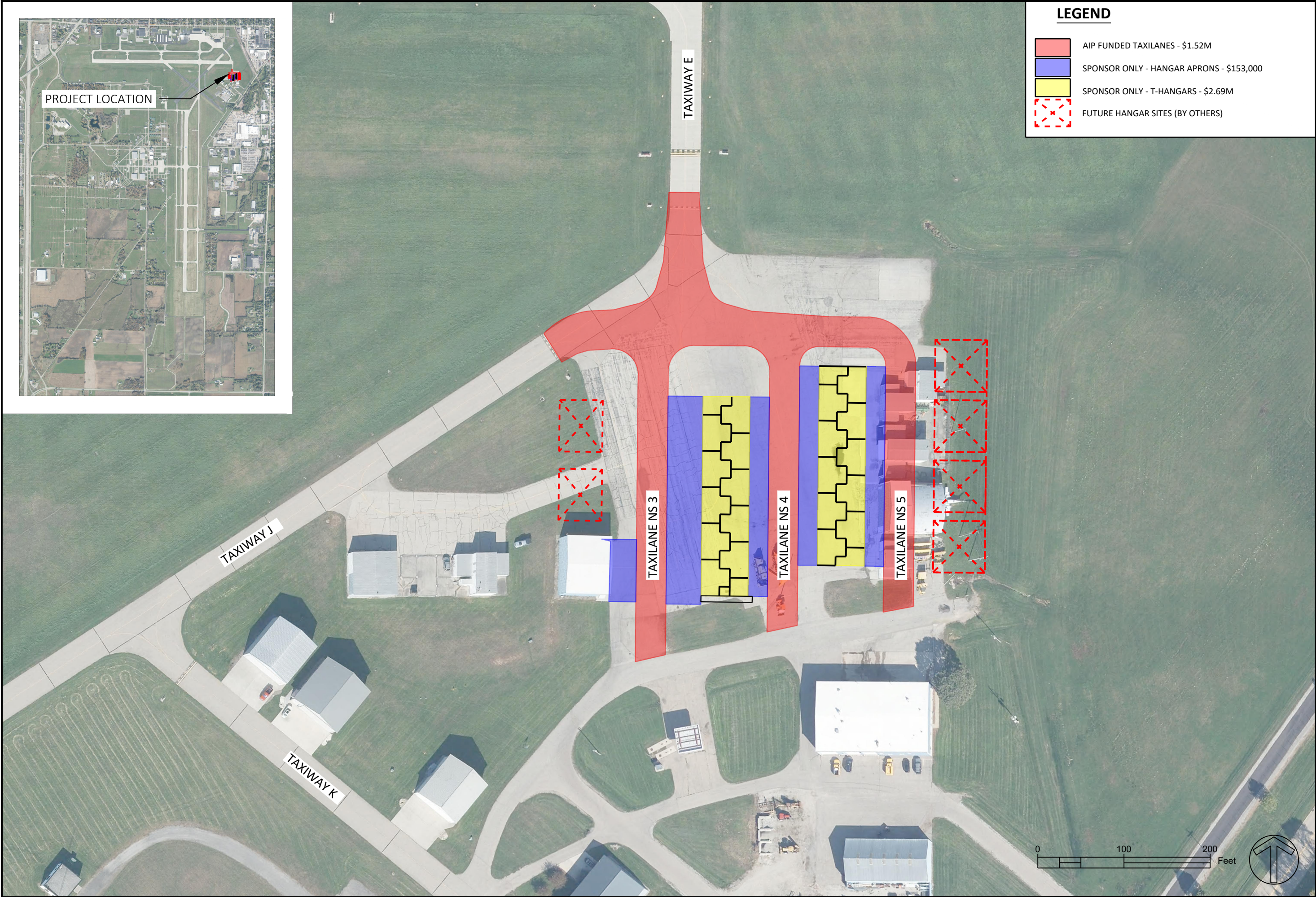
Approve a Resolution at the June 21, 2022 County Board meeting to fund the project in the amount of \$3,000,000.

COMMITTEE ACTION

Aviation Committee approved 5/0 on May 4, 2022.

JS

File Name: F:\V\003\2427A21\001T-Hangars & Taxilanes\Civil_3D\Sheet\Other\OSH Project Funding Base Building
Drawn by: JCM Date: 4/22/2022 11:53:04



LEGEND

- AIP FUNDED TAXILANES - \$1.52M
- SPONSOR ONLY - HANGAR APRONS - \$153,000
- SPONSOR ONLY - T-HANGARS - \$2.69M
- FUTURE HANGAR SITES (BY OTHERS)

REV.	DATE	DESCRIPTION

EAST GA AREA T-HANGARS AND TAXILANES
WITTMAN REGIONAL AIRPORT
OSHKOSH, WI

Funding Drawing

PROJECT MANAGER JCM
PROJECT NO. E2427A21
DATE 4/22/2022
DRAWING NO.

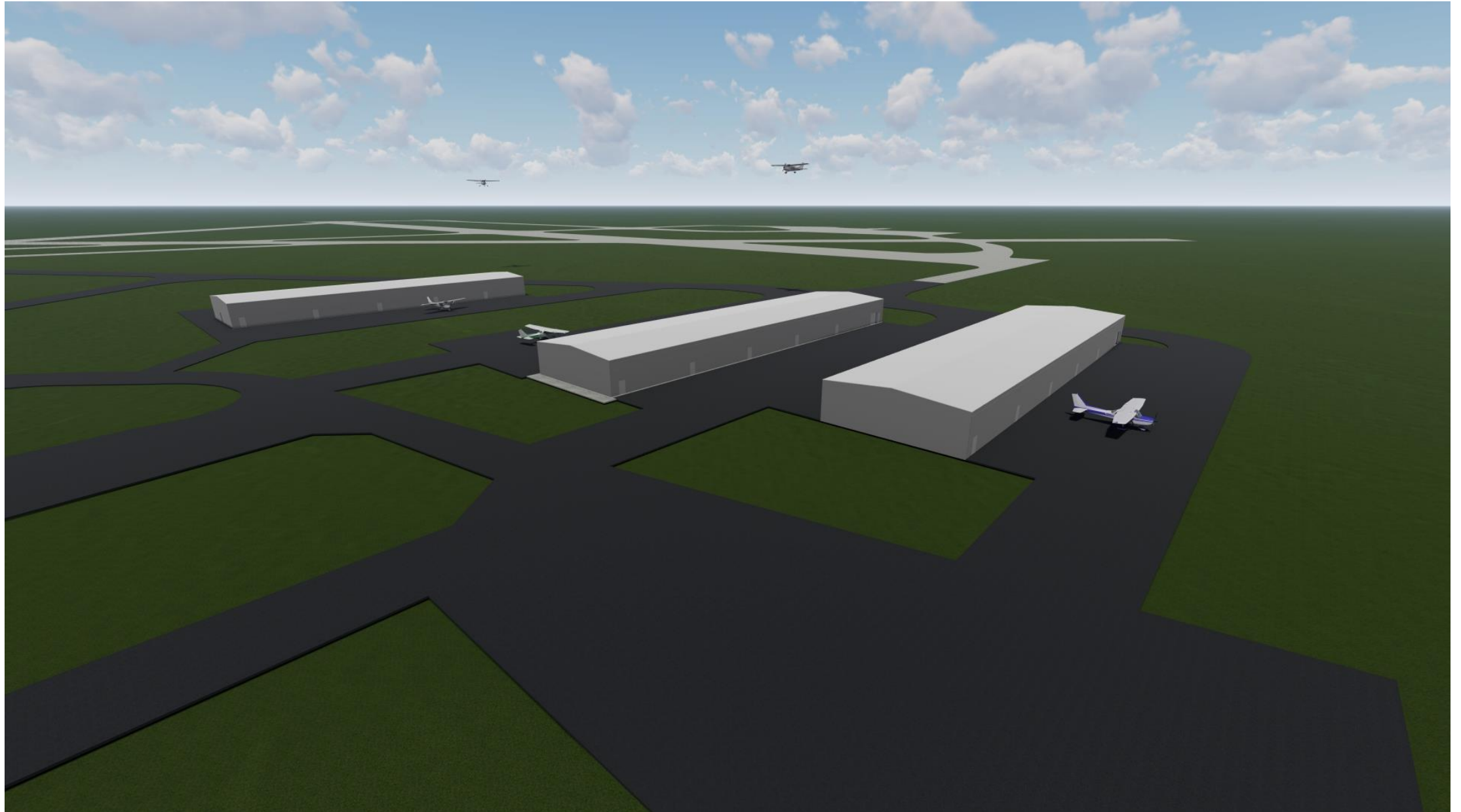
Westwood

Phone (920) 735-6900
Fax (920) 830-6100
Toll Free (800) 571-6677

One Systems Drive
Appleton, WI 54914-1654
westwoodps.com

Westwood Infrastructure, Inc.

East GA - T-Hangar Rendering – Looking Northwest



Airport -- East General Aviation T-Hanger Project Amortization Calculation

	Yr 0-3	Year 4-6	year 7-9	year 10-12	year 13-15	year 16-18
Rent per month (per unit)	325	341	358	376	395	415
Rent per unit - 3 years	11,700	12,285	12,899	13,544	14,221	14,932
Rent for building 3 years (20 units)	234,000	245,700	257,985	270,884	284,428	298,650
Fuel Flowage Revenue Estimate	1,000	1,000	1,000	1,000	1,000	1,000

Depreciation - straight line - 50 years	180,000	180,000	180,000	180,000	180,000	180,000
Tri-Annual Maintenance Cost Estimate	7,590	7,590	7,590	7,590	7,590	7,590

Net Profit (tri-annual)	47,410	59,110	71,395	84,294	97,838	112,060
Return on Investment (ROI)	0.53%	0.66%	0.79%	0.94%	1.09%	1.25%

Total rental revenue over 30 yrs	2,943,227
Sales Tax	161,877
Fuel Flowage	10,000

Total rental revenue over 50 years	5,876,382
Sales Tax	323,201
Fuel Flowage	17,000

*5% rate increase every 3 years (average CPI-U)	
*Utilities paid by tenant	
*Straight Line Depreciation - 50 year	

Year 19-21	Year 22-24	Year 25-27	Year 28-30	Year 31-33	Year 34-36	Year 37-39	Year 40-42	Year 43-45	Year 46-48	Year 49-50
436	457	480	504	529	556	584	613	643	676	709
15,679	16,463	17,286	18,151	19,058	20,011	21,012	22,062	23,165	24,323	17,026
313,582	329,261	345,725	363,011	381,161	400,219	420,230	441,242	463,304	486,469	340,528
1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000	1,000

180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000	180,000
7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590	7,590

126,992	142,671	159,134	176,421	194,571	213,629	233,640	254,652	276,714	299,879	153,938
1.41%	1.59%	1.77%	1.96%	2.16%	2.37%	2.60%	2.83%	3.07%	3.33%	2.57%

20TH AVENUE

PROJECT LOCATION

HUGHES STREET

I-41



1 71-062022

2 **RESOLUTION: Approve Ground Lease between Felix Auto & Tire, LLC and Winnebago**
3 **County**

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

7 **WHEREAS**, Felix Auto & Tire, LLC desires to enter into a ground lease with Winnebago County permitting
8 Felix Auto & Tire, LLC to construct certain improvements at Wittman Regional Airport; and

9 **WHEREAS**, Felix Auto & Tire, LLC intends to construct a private-use hangar with aircraft apron at Wittman
10 Regional Airport; and

11 **WHEREAS**, said Agreement shall be for a period of twenty (20) years, from July 1, 2022, through June 30,
12 2042 with two (2) Ten-year options for a total of 40 years; and

13 **WHEREAS**, Felix Auto & Tire, LLC agrees to pay Winnebago County \$1,787.04 per year, with an increase
14 equal to the change in Consumer Price Index for All Urban Consumers (CPI-U) at the end of each three-year interval.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Ground
17 Lease Agreement between Felix Auto & Tire, LLC and Winnebago County for the purpose of constructing a private
18 hangar at Wittman Regional Airport.
19
20

21 **Fiscal Impact:** *During the initial ten-year term of the lease the County will receive revenue in the amount of \$17,870*
22 *plus consumer price index adjustments.*
23

24 Respectfully submitted by:
25 **AVIATION COMMITTEE**

26 Committee Vote: **5-0**

27 Respectfully submitted by:
28 **PERSONNEL & FINANCE COMMITTEE**

29 Committee Vote: **5-0**

30

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

32

33 Approved by the Winnebago County Executive this ____ day of _____, 2022.

34

35

36

37

Jonathan D. Doemel
Winnebago County Executive

DATE: June 21, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: FELIX AUTO & TIRE, LLC GROUND LEASE AGREEMENT

Background:

Felix Auto & Tire LLC of Oshkosh, WI is a current tenant in a county-owned hangar at Wittman Regional Airport and wishes to construct a 65'x64' private hangar to store multiple small aircraft. The proposed location on the north side of the airfield is well suited for this size development and will be of similar size and look to the neighboring hangars.

This lease agreement is for a term of twenty (20) years, commencing on July 1, 2022 and ending on June 30, 2042, with two (2) ten-year options for a total of 40 years. The land rental fee is \$1,787.04 per year, based on a total of 11,169 sq ft. Fees are adjusted every three years by the percentage change of the Consumer Price Index – Urban Consumers. These terms are the same as other recent developments of the same size and scope.

Policy Discussion:

This ground lease permits Felix Auto & Tire to construct a private-use hangar and associated apron.

Requested Action:

Approve the Ground Lease Agreement between Felix Auto & Tire, LLC and Winnebago County

Committee Action:

This item was approved 5/0 at the April 6th, 2022 Aviation Committee Meeting

Attachments:

Felix Auto & Tire, LLC Ground Lease Agreement
Exhibit "A"
Location Map

GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
FELIX AUTO AND TIRE, LLC

1. Parties. This Lease Agreement executed this 1st day of July, 2022, by and between
WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin
54901, hereinafter referred to as "LESSOR" and Felix Auto and Tire, LLC, hereinafter referred to
as "LESSEE".
2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease
from the LESSOR the premises described for the term and at the rental and upon the conditions
set forth in this agreement.
3. Description of the Leased Premises.

The leased premises consisting of 11,169 square feet more or less are approximately outlined in
Exhibit "A", Exhibit "A" being a site plan prepared by the LESSEE.

The privately built hangar will be sixty-five (65) feet long by sixty-four (64) feet wide, with the
leased area extending five (5) feet beyond the hangar on the sides. The leased area shall also
include land for an aircraft apron, taxilane access and a vehicle parking lot with a five (5) foot
buffer around the perimeter. The hangar will be located at the following approximate points and
is shown on the attached Exhibit A:

Northwest corner: Latitude N043° 59' 40.63" and Longitude W088° 33' 31.35"
Northeast corner: Latitude N043° 59' 40.63" and Longitude W088° 33' 30.46"
Southeast corner: Latitude N043° 59' 39.99" and Longitude W088° 33' 30.47"
Southwest corner: Latitude N043° 59' 40.00" and Longitude W088° 33' 31.36"

Length of Lease.

- a. Initial Term. This lease shall be for an initial term of twenty (20) years commencing on

July 1st, 2022 and ending on June 30th, 2042.

- b. Option to Renew. LESSEE shall have the option to renew this lease for two (2) additional ten (10) year option terms, provided written notice of intent to exercise each option term is provided to LESSOR no later than ninety (90) days prior to the expiration of the then current term.
 - c. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 20 herein entitled "LESSEE's Rights Upon Termination" shall apply.
4. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
- a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be sixteen cents (\$0.16) per square foot per year, or Six Hundred Forty Dollars (\$640.00) per year, whichever is greater. The rental rate shall commence at One Thousand Seven Hundred Eighty-Seven and 04/100 Dollars (\$1,787.04) annually.
 - b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
 - c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.
5. Authorized Uses.
- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. The premises shall not be used

for any commercial purposes.

- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
 - c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
 - d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 20 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld.
6. Obligations of LESSOR.
- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
 - b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance

with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

7. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.
- b. Construction of Hangar. LESSEE agrees to commence construction of the hangar improvements within 9 months of execution of this lease. Construction must be completed within 18 months of execution of this lease.
- c. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- d. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- e. Compliance with Federal Aviation Regulations and Transportation Security

Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR. LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 19, herein, should any changes in federal or state law or regulation require such alteration or termination.

- f. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.
- g. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- h. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against

the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

- i. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.
- j. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor

sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.

- k. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - l. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
8. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11 hereunder.
9. Arbitration:
- a. This Agreement shall be covered by the laws of the State of Wisconsin.
 - b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - i. The American Arbitration Association shall submit a panel of five (5) arbitrators

to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
- iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
- v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for

a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

11. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises 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, Nondiscrimination 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; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume

purchasers.

LESSEE shall have the right and privilege of engaging in, and conducting all operations authorized under the terms of this lease, provided, however, that this Agreement shall not be construed in any manner to grant the LESSEE or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those leased exclusively to the LESSEE hereunder.

12. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

13. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

14. Condemnation.

- a. If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and

paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

15. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

16. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

17. Future Development.

- a. LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves

the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

18. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease.
 - iii. Failure to cure LESSEE's obligation to commence construction of hangar improvements within 9 months of execution of this lease.
 - iv. The making by LESSEE of any general assignment for the benefit of creditors.
 - v. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - vi. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or

any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.

- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

19. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

20. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition

by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or

- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

21. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

22. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,
- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:

- i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.
- ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
 - 1. Premises - Operations
 - 2. Products and Completed Operations
 - 3. Broad Form Property Damage
 - 4. Blanket Contractual
 - 5. Professional Liability, if applicable
- iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the

Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808

Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
 - 1. Owned Automobiles, if applicable
 - 2. Hired Automobiles
 - 3. Non-Owned Automobiles
 - v. During construction activities LESSEE and their contractors shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.
 - vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
 - vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
 - viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.
- d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and

from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.

23. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.

24. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.

25. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:

a. To the LESSOR:

Airport Director
Wittman Regional Airport
525 W. 20th Avenue
Oshkosh, WI 54902-6871

b. To the LESSEE

Felix Auto and Tire LLC
1850 W Fernau Ave
Oshkosh, WI 54901-1343

Or to such other address or person as shall from time to time be designated by the parties in writing.

26. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to the subject premises and taxiway access between existing taxiway and leased property.

27. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.

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

29. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

BY: _____
Jon Doemel
County Executive

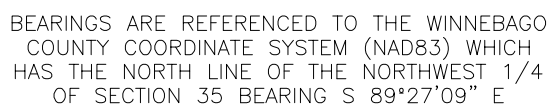
Susan T Ertmer
County Clerk

FELIX AUTO AND TIRE, LLC (LESSEE)

BY: _____
Eric Felix

FELIX AUTO AND TIRE, LLC GROUND LEASE 2022

PART OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4, SECTION 35, TOWNSHIP 18 NORTH,
RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.



Martenson & Eisele, Inc.

Planning
Environmental
Surveying
Engineering
Architecture





Felix Auto and Tire Project

Runway 9/27

EAA Grounds

1 72-062022

2 **RESOLUTION: Approve Ground Lease between Yankee / November, LLC and**
3 **Winnebago County**

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

7 **WHEREAS**, Yankee / November, LLC desires to enter into a ground lease with Winnebago County
8 permitting Yankee / November, LLC to construct certain improvements at Wittman Regional Airport; and

9 **WHEREAS**, Yankee / November, LLC intends to construct a private-use hangar with aircraft apron and small
10 vehicle parking lot at Wittman Regional Airport; and

11 **WHEREAS**, said Agreement shall be for a period of twenty (20) years, from July 1, 2022, through June 30,
12 2042 with two (2) Ten-year options for a total of 40 years; and

13 **WHEREAS**, Yankee / November, LLC agrees to pay Winnebago County \$918.72 per year, with an increase
14 equal to the change in Consumer Price Index for All Urban Consumers (CPI-U) at the end of each three-year interval.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Ground
17 Lease Agreement between Yankee / November, LLC and Winnebago County for the purpose of constructing a
18 private hangar at Wittman Regional Airport.
19
20

21 *Fiscal Impact: During the initial ten-year term of the lease the County will receive revenue in the amount of \$9,187*
22 *plus consumer price index adjustments.*

23
24 Respectfully submitted by:
25 **AVIATION COMMITTEE**

26
27 Committee Vote: **4-0**

28 Respectfully submitted by:
29 **PERSONNEL & FINANCE COMMITTEE**

30 Committee Vote: **5-0**

31
32 Vote Required for Passage: **Majority of Those Present**

33
34 Approved by the Winnebago County Executive this ____ day of _____, 2022.

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38 Jonathan D. Doemel
39 Winnebago County Executive

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DATE: June 21, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: YANKEE / NOVEMBER, LLC GROUND LEASE AGREEMENT

Background:

YANKEE / NOVEMBER, LLC of Oshkosh, WI is a current tenant of Basler Flight Service at Wittman Regional Airport and wishes to construct a 54'X48' private hangar to store multiple aircraft. The proposed location on the east side of the airfield is well suited for this size development and will be of similar size and look to the neighboring hangars.

This lease agreement is for a term of twenty (20) years, commencing on July 1, 2022 and ending on June 30, 2042, with two (2) ten-year options for a total of 40 years. The land rental fee is \$918.72 per year, based on a total of 5,742 sq ft. Fees are adjusted every three years by the percentage change of the Consumer Price Index – Urban Consumers. These terms are the same as other recent developments of the same size and scope.

Policy Discussion:

This ground lease permits Yankee / November, LLC to construct a private-use hangar, associated apron and a small vehicle parking lot.

Requested Action:

Approve the Ground Lease Agreement between Yankee / November, LLC and Winnebago County

Committee Action:

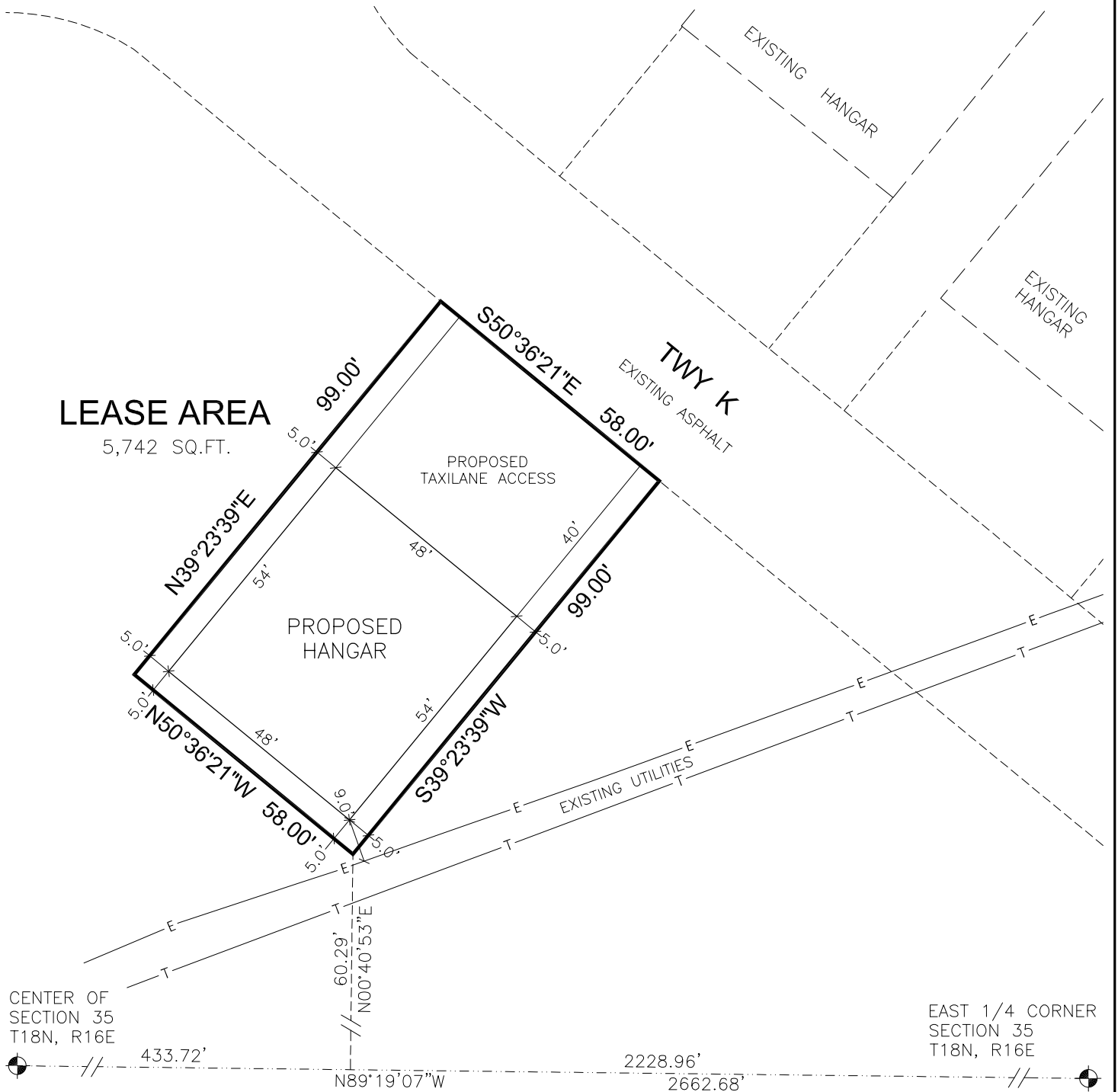
This item was approved 4/0 at the May 4th, 2022 Aviation Committee Meeting

Attachments:

Yankee / November, LLC Ground Lease Agreement
Exhibit "A"
Location Map

EXHIBIT

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, SECTION 35, TOWNSHIP 18 NORTH,
RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN.



BEARINGS ARE REFERENCED TO THE WINNEBAGO
COUNTY COORDINATE SYSTEM (NAD83) WHICH
HAS THE SOUTH LINE OF THE NORTHEAST 1/4
OF SECTION 35 BEARING N 89°19'07" W

NOT TO SCALE
FOR REFERENCE ONLY

Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture



DATE: APRIL 29, 2022

PROJECT NO. 1-1644-001

FILE 1-1644-001LeaseArea48x54.dwg

THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
YANKEE / NOVEMBER LLC

1. Parties. This Lease Agreement executed this 1st day of July, 2022, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and Yankee / November LLC, hereinafter referred to as "LESSEE".

2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease from the LESSOR the premises described for the term and at the rental and upon the conditions set forth in this agreement.

3. Description of the Leased Premises.

The leased premises consisting of 5,742 square feet more or less are approximately outlined in Exhibit "A", Exhibit "A" being a site plan prepared by the LESSEE.

The privately built hangar will be fifty-four (54) feet long by forty-eight (48) feet wide, with the leased area extending five (5) feet beyond the hangar on the sides and rear wall. The leased area shall also include land for an aircraft apron, sized forty (40) feet long and forty-eight (48) feet wide with the leased area extending five (5) feet beyond the apron on two sides. The hangar will be located at the following approximate points and is shown on the attached Exhibit A:

North Corner: 43° 59' 20.15" N -88° 33' 03.40" W

East Corner: 43° 59' 19.85" N -88° 33' 02.90" W

South Corner: 43° 59' 19.44" N -88° 33' 03.36" W

West Corner: 43° 59' 19.74" N -88° 33' 03.87" W

4. Length of Lease.

- a. Initial Term. This lease shall be for an initial term of twenty (20) years commencing on July 1st, 2022 and ending on June 30th, 2042.
 - b. Option to Renew. LESSEE shall have the option to renew this lease for two (2) additional ten (10) year option terms, provided written notice of intent to exercise each option term is provided to LESSOR no later than ninety (90) days prior to the expiration of the then current term.
 - c. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
- a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be sixteen cents (\$0.16) per square foot per year, or Six Hundred Forty Dollars (\$640.00) per year, whichever is greater. The rental rate shall commence at Nine Hundred Eighteen and 72/100 Dollars (\$918.72) annually.
 - b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
 - c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.
6. Authorized Uses.
- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately

impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.

- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
 - c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
 - d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 21 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld.
7. Obligations of LESSOR.
- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
 - b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other

foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.
- b. Construction of Hangar. LESSEE agrees to commence construction of the hangar improvements within 9 months of execution of this lease. Construction must be completed within 18 months of execution of this lease.
- c. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- d. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.

- e. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR.
- LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 19, herein, should any changes in federal or state law or regulation require such alteration or termination.
- f. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.
- g. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- h. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or

assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

- i. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

- j. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises. Any sublease agreement that is mutually agreed to by the LESSOR and LESSEE must maintain compliance with FAA Order 5190.6B and any other guidance published by the FAA as it relates to Non-Aeronautical Use of Airport Hangars.
 - k. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - l. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11 hereunder.
10. Arbitration:
- a. This Agreement shall be covered by the laws of the State of Wisconsin.
 - b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:

- i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
- ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- iii. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
- iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
- v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they

are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry 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 sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises 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, Nondiscrimination 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; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and

nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

LESSEE shall have the right and privilege of engaging in, and conducting all operations authorized under the terms of this lease, provided, however, that this Agreement shall not be construed in any manner to grant the LESSEE or those claiming under him the exclusive right to use the premises or facilities of the aforementioned Airport other than those leased exclusively to the LESSEE hereunder.

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.

14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.

15. Condemnation.

- a. If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE

hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

16. Damage to Premises. In the event of partial or complete loss to the demised premises by fire, the elements, accident, or other occurrence, the LESSOR shall have no obligation to compensate LESSEE for any loss incurred except that caused by Lessor's negligence. LESSEE shall, within thirty (30) days of said loss give notice to LESSOR of its intent to repair or rebuild, or of its intent to terminate this Lease. In the event that LESSEE chooses to repair or rebuild, the rent shall continue unabated.

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

17. Default. LESSOR shall give written notice to LESSEE of any default under this lease in the payment of rent or otherwise, and LESSEE shall have the right for ten (10) days after notice to cure any default with respect to the payment of rent, and shall have the right to cure other defaults in accordance with other provisions of this lease specifically applicable to said default.

18. Future Development.

- a. LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause

material devaluation of Lessee's property by said development. LESSOR further reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease.
 - iii. Failure to cure LESSEE's obligation to commence construction of hangar improvements within 9 months of execution of this lease.
 - iv. The making by LESSEE of any general assignment for the benefit of creditors.
 - v. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - vi. The lawful assumption by the United States Government or any authorized

agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.

- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such

improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or

- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,
- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance

Administrator with a Certificate of Insurance indicating proof of the following insurance:

- i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.
- ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:
 1. Premises - Operations
 2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Blanket Contractual
 5. Professional Liability, if applicable
- iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice

prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
 - 1. Owned Automobiles, if applicable
 - 2. Hired Automobiles
 - 3. Non-Owned Automobiles
- v. During construction activities LESSEE and their contractors shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of \$1,000,000 per occurrence / \$2,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.
- vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
- vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
- viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.

- d. Indemnification. LESSEE shall indemnify LESSOR and hold it harmless against and from all loss, cost and expense, including but not limited to attorney's fees and other costs of defense, occasioned to LESSOR at any time by reason of liability imposed by law upon LESSOR for damages because of operations of LESSEE conducted at or from the leased premises pursuant to rights granted hereunder, but only if such liability arise in whole or in part by reason of any negligent act or omission of LESSEE or of any person or organization for whose acts or omissions the LESSEE is legally responsible.
24. Storage of Fuel. LESSEE is prohibited from installing, storing, or dispensing fuels on the leased premises as described in the airport rules and regulations.
25. Severability. In the event that any provision herein contained is held to be invalid by any court of competent jurisdiction, the invalidity of any such provision shall in no way affect any other provision contained herein, provided that the validity of any such provisions does not materially prejudice either the LESSOR or the LESSEE in their respective rights and obligations contained in the valid provisions of this agreement.
26. Notice. Any notice required or desired to be served by either party upon the other may be served by depositing such notice in certified United States mail, return receipt requested, in a sealed envelope, postage prepaid, and addressed as follows:
- a. To the LESSOR:
- Airport Director
Wittman Regional Airport
525 W. 20th Avenue
Oshkosh, WI 54902-6871
- b. To the LESSEE
- Yankee / November LLC
5866 Harbor South
PO Box 175
Butte des Morts, WI 54927

Or to such other address or person as shall from time to time be designated by the parties in writing.

27. Easements. LESSOR hereby agrees that it shall grant Easements necessary to supply utilities to the subject premises and taxiway access between existing taxiway and leased property.

28. Successors. The conditions, covenants, and agreements in the foregoing lease contained to be kept and performed by the parties hereto shall be binding upon said respective parties and their successors.

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

30. Entire Agreement. This agreement constitutes the entire agreement between the parties and each party understands that there are no other oral understandings or agreements other than those set out herein. This agreement cannot be added to, altered or amended in any way except by written agreement signed by both of the parties hereto.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF the parties have caused this agreement to be executed by their proper officers thereunto duly authorized as of the day and year above written.

WINNEBAGO COUNTY (LESSOR)

BY: _____
Jon Doemel
County Executive

Susan T Ertmer
County Clerk

YANKEE / NOVEMBER LLC (LESSEE)

BY: _____
James R. Janes
Registered Agent

DRAFT BLANK HANGAR LAND LEASE 2022



Runway 9/27

Yankee / November Project

EAA Grounds



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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, a redundant loop will allow internet and data connections to maintain functionality even if one particular segment is cut, thus protecting critical network functions which are heavily relied upon by all County departments; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a Capital Project for the Winnebago County Information Systems Department to Provide a Redundant Fiber Loop, to be initially funded with a transfer from the undesignated general fund balance in the amount of \$75,000.

Respectfully submitted by:
INFORMATION SYSTEMS COMMITTEE

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this _____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 24, 2022

FROM: Patty Francour

RE: Redundant Fiber Loop Capital Request

General Description:

The redundant fiber loop would allow the County to construct a second fiber path between critical locations to create backup for our network traffic and Internet connectivity. If this project is approved, the funding will be asked for in two phases – this year, engineering and 2023 construction.

Action Requested:

Motion to approve phase one of the CIP two-year project request.

Procedural Steps:

Committee of Jurisdiction Information Systems Meeting date: 5-24-22

Action taken: passed

Vote: 4-0

Other Committee: Personnel & Finance

Meeting date: June 2, 2022

Action taken: _____

Vote: _____

County Board

Meeting date: June 21, 2022

Background:

Winnebago County started investing in private fiber infrastructure around 2000, and currently owns approximately 35 miles of fiber connecting more than 20 buildings. Employees rely heavily on resources on our own network, but more and more functions depend completely on access to the Internet. The logical picture of our fiber connections would look similar to a hub and spoke type of configuration, so damage along any part can result in multiple functions being down. Information Systems is proposing another segment of fiber between CAB and SO, our two main data centers, in order to create a 'loop'. We also have two locations that allow the County to get to the Internet – UWO and Menasha PD. With a loop in place, a cut along either of the two segments connecting CAB and SO would not interrupt Internet service and would allow network traffic to utilize either direction to get to the desired network resources. Some examples of critical network traffic include, but are not limited to, public safety data, video conferencing between the jail and Courts, backups, segregated public Internet traffic, and County business Internet traffic.

The connection between CAB and SO is critical to maintain Internet access as well as complete data backup. Nightly backups are incremental (only what has changed since the last backup), they utilize a 10 GB connection, and they require most of the night to finish. Full backups require the entire weekend to complete. These two data centers are used for redundancy while performing upgrades which allows us to keep critical servers up and running. Having all the County buildings connected allows us to pay one Internet provider versus each location having one.

This request was put into the CIP intending to complete the engineering in 2022 and the construction in 2023. It may not be possible to include all County buildings with this loop, but we will work to maximize the backup coverage as we plan the fiber path. The plan has to be engineered and approved as far as road rights-of-way and aerial connections, so our path will be determined by outside factors as well. Once we know the final approved path, we can bid out the construction more exactly.

There will be on-going maintenance costs related to the fiber. Any aerial connections incur an annual, nominal fee per pole from the utility pole owner. Also, we pay Digger's Hotline and a locator nominal fees per call to mark the fiber if underground work is near the path. Overall, the redundant loop will help us maintain County services between critical locations. We have had several examples of damage that caused downtime in the past – three different mouse chews, one squirrel chew, storm, and a backhoe.

The IS Committee, as it existed in Jan 2022, had voted 4-0 to approve the project. It was presented to the Board on May 3, 2022. It will be reviewed by the new IS Committee on May 24, 2022.

Policy Discussion:

The main alternative to installing County-owned fiber would be to rent from another provider. Two quotes were obtained for a similar solution from Spectrum and AT&T. The cost from both providers was approximately \$8,200 per month plus the necessary edge equipment to protect the data utilizing the Internet versus owned fiber. A rough estimate of this edge equipment would be \$20k – 30k at each site as well as on-going annual maintenance. At most, this County owned fiber project would pay for itself in two years.

Attachments:

CIP document

Capital Project Funds-IS Fiber Loop

May-22

	Date		Date
Department Requesting - Signature	_____	N/A Approval - County Executive	5/26/2022
Committee of Jurisdiction - Signature	_____	N/A Approval - Personnel & Finance	_____
Committee Vote: _____	_____	Committee Vote: _____	_____
Reviewed by Finance Dept.: _____	_____	N/A Approved - Information Systems Committee	_____
Approved - Facilities & Prop Mgmt Committee	_____	Committee Vote: _____	_____
Committee Vote: _____	_____		

Description (Must be completed - Attach extra pages if needed):

1 **74-062022**

2

3 **RESOLUTION: Authorize an Increase in Shift Premiums for Highway Employees Performing**
4 **Night Work on State Highway System to \$12.00 Per Hour.**

5

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

7

8 **WHEREAS**, the Winnebago County Board of Supervisors authorized a shift premium of \$2.00 per hour to be
9 paid to Highway Department hourly employees for non-winter maintenance activities performed on state roads
10 between the hours of 8:00 p.m. and 5:00 a.m. per Resolution 026-062020; and

11 **WHEREAS**, performing night work involves an increased safety risk to employees as well as a disruption of
12 their personal schedules; and

13 **WHEREAS**, the amount of this shift differential is inadequate to compensate employees for the disruption of
14 their daily schedules and the difficulty and risk of performing this work on the interstate highway system; and

15 **WHEREAS**, these costs are fully reimbursed by the State of Wisconsin.

16

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes shift differentials of \$12.00 per hour to be paid to Highway Department hourly employees for non-winter
19 maintenance activities performed on the state highway system outside of regular work hours for the department.

20

21 **Fiscal Impact:** *There will be no net fiscal impact to the County since these costs are 100% reimbursed by the State*
22 *of Wisconsin.*

23

24 Respectfully submitted by:

25 **HIGHWAY COMMITTEE**

26 Committee Vote: **5-0**

27

27 Respectfully submitted by:

28 **PERSONNEL & FINANCE COMMITTEE**

29 Committee Vote: **4-0**

30

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

32

33 Approved by the Winnebago County Executive this ____ day of _____, 2022.

34

35

36

37

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 4/27/2020

FROM: Robert Doemel

RE: NIGHT PAY SHIFT PREMIUM

General Description:

Highway Department employees perform maintenance work on the state highway system and the State of Wisconsin requires that this work be completed during the night time hours when the traffic volume is lower. Performing night work involves an increased safety risk to employees as well as a disruption of their personal schedules. The current shift differential for night work is \$2.00/hour. The proposed night shift premium is \$6.00/hour. This shift differential applies to night work being completed on the state highway system only. It does not apply to winter maintenance activities or call ins for accidents. Because this is for only state highway work, the state reimburses the highway department 100%.

Action Requested:

Approval to change the shift differential for night work being performed on the state highway system, outside of the normal work hours, from \$2.00/hour to \$6.00/hour. The shift differential is not applicable to winter maintenance or call in time for accidents.

Procedural Steps:

Committee of Jurisdiction: Highway Committee
Action taken: Informational
Other Committee: Personnel & Finance Committee
Action taken: _____
County Board
Action taken: _____
County Board
Action taken: _____

Meeting date: _____
Vote: N/A
Meeting date: _____
Vote: _____
Meeting date: _____
Vote: _____
Meeting date: _____
Vote: _____

Background:

The State of Wisconsin requires that maintenance work performed on the state highway system be done during the night time hours. The initial resolution for a night pay shift premium was approved 6/26/2020 for \$2.00/hour.

Policy Discussion:

There is no budget impact to the county relating to this resolution, as the State of Wisconsin fully reimburses the county for this type of work. The financial impact to the State of Wisconsin will be approximately 150.00 per employee, working approximately 36-40 hours of night pay on the state highway system.

Attachments:

Pay comparison

CARRIED BY VOICE VOTE

187-82017

RESOLUTION: Quit Claim Remnant Property to EJJ Group (Highway 441-Racine Street Roundabout Project)

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County, on behalf of the State of Wisconsin, acquired property for the Highway 441-Racine Street Roundabout Project in the City of Menasha and Village of Fox Crossing; and

WHEREAS, remnants of that property are no longer needed by Winnebago County for the construction or maintenance of said property; and

WHEREAS, it is statutorily required that remnant property be returned to its prior owner if the property is no longer needed for the project for which it was acquired.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby quit claims the following described remnant property from the Highway 441—Racine Street Roundabout Project to EJJ Group as is described below:

LEGAL DESCRIPTION: Part of the SE ¼ of the SE ¼ of Section 10, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, more fully described as follows;

Commencing at the Southeast ¼ Corner of said Section 10; thence N 88 degrees 50 minutes 48 seconds West, along the South line of the Southeast ¼ of said Section, a distance of 384.69 feet; thence North 02 degrees 03 minutes 39 seconds East, 153.00 feet to the point of beginning; thence North 02 degrees 03 minutes 39 seconds East, 195.04 feet; thence South 88 degrees 50 minutes 48 seconds East, along the Westerly extension of the North line of Lot 2 of Certified Survey Map No 2522, a distance of 75.30 feet; thence 210.91 feet along an arc of a curve to the left, along the West line of said Lot 2 of Certified Survey Map No 2522, said curve having a radius of 730.94 feet and a chord that bears South 23 degrees 03 minutes 05 seconds West, 210.18 feet, to the point of beginning..

Parcel Contains 6,277 Square Feet.

Respectfully submitted by:

HIGHWAY COMMITTEE

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this 18th day of August, 2017.

Mark L Harris
Mark L Harris
Winnebago County Executive

Document Number

Document Name

THIS DEED, made between Winnebago County, a State of Wisconsin
Municipal Corporation

(“Grantor,” whether one or more),
and EJJ Group, 1223 Appleton Road, Menasha, WI 54952

(“Grantee,” whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Winnebago County, State of Wisconsin (“Property”) (if more space is needed, please attach addendum):

LEGAL DESCRIPTION: Part of the SE ¼ of the SE ¼ of Section 10, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, more fully described as follows;

Commencing at the Southeast ¼ Corner of said Section 10; thence N 88 degrees 50 minutes 48 seconds West, along the South line of the Southeast ¼ of said Section, a distance of 384.69 feet; thence North 02 degrees 03 minutes 39 seconds East, 153.00 feet to the point of beginning; thence North 02 degrees 03 minutes 39 seconds East, 195.04 feet; thence South 88 degrees 50 minutes 48 seconds East, along the Westerly extension of the North line of Lot 2 of Certified Survey Map No 2522, a distance of 75.30 feet; thence 210.91 feet along an arc of a curve to the left, along the West line of said Lot 2 of Certified Survey Map No 2522, said curve having a radius of 730.94 feet and a chord that bears South 23 degrees 03 minutes 05 seconds West, 210.18 feet, to the point of beginning.

Parcel Contains 6,277 Square Feet

Winnebago County Corporation Counsel
448 Algoma Boulevard
Oshkosh WI 54901

Charge to:
Winnebago County Highway Dept

Parcel Identification Number (PIN)

This is not homestead property.
(is) (is not)

Dated: _____

(SEAL)

(SEAL)

* _____ * Mark L Harris, Winnebago County Executive,

(SEAL)

(SEAL)

* _____ * Sue T Ertmer, County Clerk

AUTHENTICATION

Signature(s) _____

authenticated on _____

* _____

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:

John A Bodnar

ACKNOWLEDGMENT

STATE OF WISCONSIN)
WINNEBAGO) ss. COUNTY)

Personally came before me on _____,
the above-named Mark L Harris, Winnebago County
Executive and Susan T Ertmer, Winnebago County Clerk
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.

* John A Bodnar

Notary Public, State of Wisconsin
My Commission (is permanent) (expires: is permanent)

(Signatures may be authenticated or acknowledge. Both are no necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

QUIT CLAIM DEED

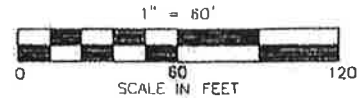
*Type name below signatures

FORM NO. 3-2003

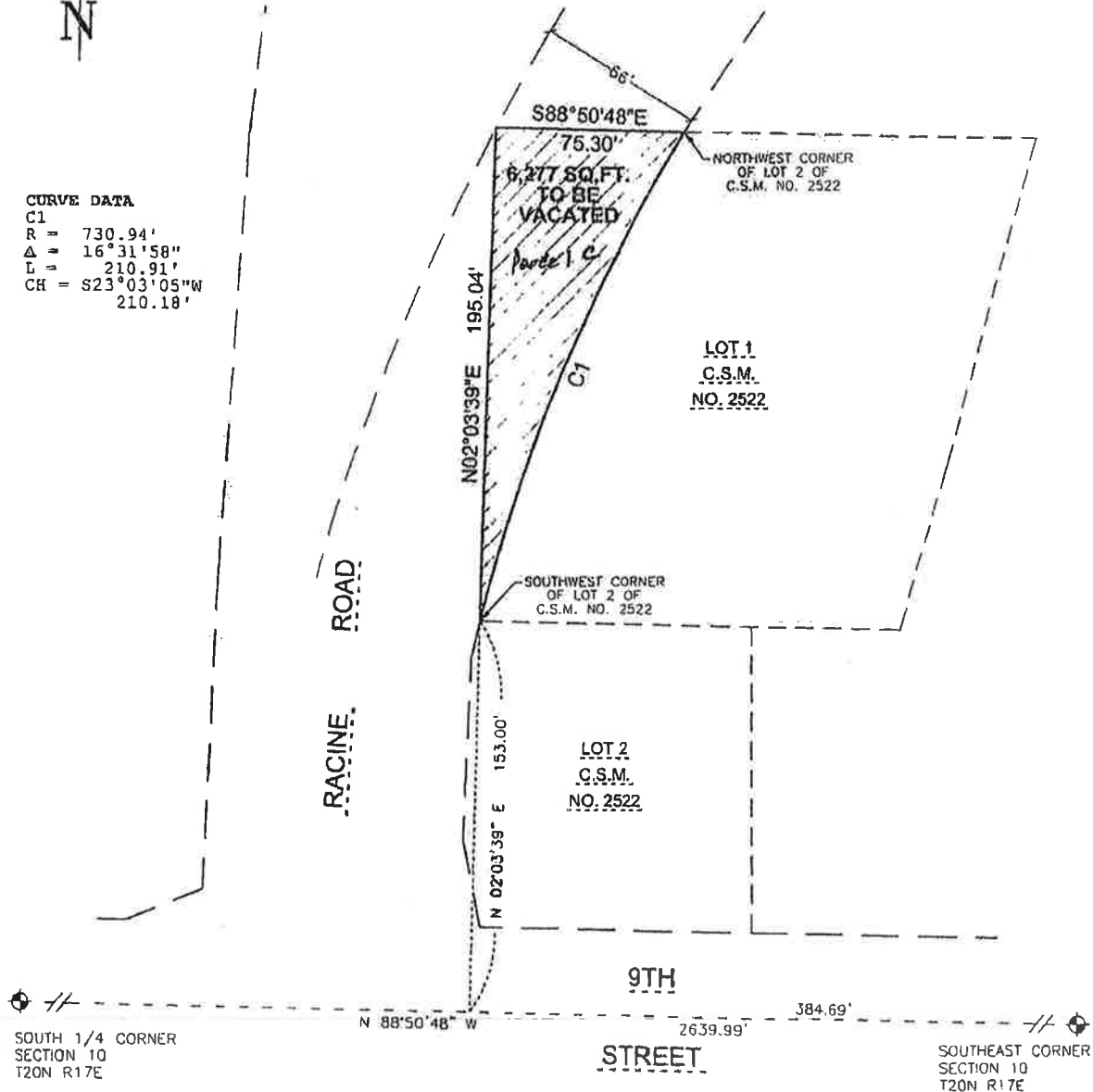
PORTION OF RACINE ROAD TO BE VACATED

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
SECTION 10, TOWNSHIP 20 NORTH, RANGE 17 EAST,
CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.

BEARINGS ARE REFERENCED TO THE WINNEBAGO
COUNTY COORDINATE SYSTEM IN WHICH THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF
SECTION 10 BEARS N 88°50'48" W



CURVE DATA
C1
R = 730.94'
Δ = 16°31'58"
L = 210.91'
CH = S23°03'05"W
210.18'



Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

DATE: DECEMBER 21, 2016

PROJECT NO. 1-0905-001
FILE 1-0905-001RefMap.dwg
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

LEGAL DESCRIPTION
PORTION OF RACINE ROAD TO BE VACATED

Parcel C

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10,
TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO
COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/4 CORNER OF SAID SECTION 10;
THENCE NORTH 88 DEGREES 50 MINUTES 48 SECONDS WEST, ALONG THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF
384.69 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 39 SECONDS
EAST, 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02
DEGREES 03 MINUTES 39 SECONDS EAST, 195.04 FEET; THENCE SOUTH
88 DEGREES 50 MINUTES 48 SECONDS EAST, ALONG THE WESTERLY
EXTENSION OF THE NORTH LINE OF LOT 2 OF CERTIFIED SURVEY MAP
NO. 2522, A DISTANCE OF 75.30 FEET; THENCE 210.91 FEET ALONG AN
ARC OF A CURVE TO THE LEFT, ALONG THE WEST LINE OF SAID LOT 2
OF CERTIFIED SURVEY MAP NO. 2522, SAID CURVE HAVING A RADIUS OF
730.94 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 03 MINUTES
05 SECONDS WEST, 210.18 FEET, TO THE POINT OF BEGINNING.
CONTAINING 6,277 SQUARE FEET.

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920.731.0381 1.800.236.0381

Planning
Environmental
Surveying
Engineering
Architecture

DATE: DECEMBER 21, 2016

PROJECT NO. 1-0905-001

FILE 1-0905-001RefMap.dwg

THIS INSTRUMENT WAS DRAFTED BY: A.Sadler

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: June 7, 2022

FROM: Highway Commissioner

RE: Vacate Remnant Parcel on CTH-P (City of Menasha)

General Description:

Vacating remnant parcel on CTH-P located in the City of Menasha

Action Requested:

County Board approval to vacate remnant parcel on CTH-P in the City of Menasha to allow for this parcel to be added back on the tax roll and potentially be developed.

Procedural Steps:

Committee of Jurisdiction	Highway Committee	Meeting date: May 31, 2022
Action taken: Passed		Vote: 5-0
Other Committee:		Meeting date:
Action taken:		Vote:
County Board		Meeting date: June 21, 2022

Background:

In 2017 the EJJ Group contacted the Winnebago County Highway Department in regards to vacating a remnant parcel in the City of Menasha on CTH-P. This parcel was purchased by Winnebago County on the behalf of the State of Wisconsin, for the Highway 441/Racine Street Roundabout project in the City of Menasha and the Village of Fox Crossing. After construction of the roundabout was completed this remnant of that property was no longer needed by Winnebago County for the construction or future maintenance. A Quit Claim Deed was executed and a resolution was voted on by the Highway Committee 5-0, and signed by past County Executive Mark Harris on August 18, 2017. Recently the property owner reached out stating he had a potential buyer for the property, but realized the parcel was not formally vacated.

Policy Discussion:

Statutorily it is required that any remnant property be returned to its prior owner if the property is no longer needed for the project for which it was acquired. Over the years similar remnant parcels have been created from State/County road projects and have been vacated in similar fashion. This parcel is unusable and is creating no revenue for Winnebago County, but once vacated this parcel could be developed for future business, and returned to the local tax roll.

Attachments:

Map, Quit Claim Deed, and 2017 Resolution

1 75-062022

2

3 **RESOLUTION: Vacating Remnant Parcel on CTH-P (City of Menasha)**

4

5

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

7 **WHEREAS**, the Highway Commission was approached by EJJ Group/Positive Ventures, LLC requesting
8 that a remnant parcel on CTH-P in the City of Menasha be vacated to allowed for potential land sale and proposed
9 business development; and

10 **WHEREAS**, this remnant parcel is of no use to Winnebago County nor the Wisconsin Department of
11 Transportation for future projects/maintenance; and

12 **WHEREAS**, this parcel is creating no revenue for Winnebago County, but once vacated this parcel could be
13 developed for future business and returned to the local tax roll; and

14 **WHEREAS**, if this remnant parcel is vacated, the property owner will benefit from the additional land for
15 potential land development for a future business; and

16 **WHEREAS**, similar remnant parcels have been vacated in like fashion.

17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 vacates the remnant parcel on CTH-P in the City of Menasha.

20

21 *Fiscal Impact: No fiscal impact.*

22

23 Respectfully submitted by:

24 **HIGHWAY COMMITTEE**

25

26 Committee Vote: **5-0**

27

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

29

30 Approved by the Winnebago County Executive this ____ day of _____, 2022.

31

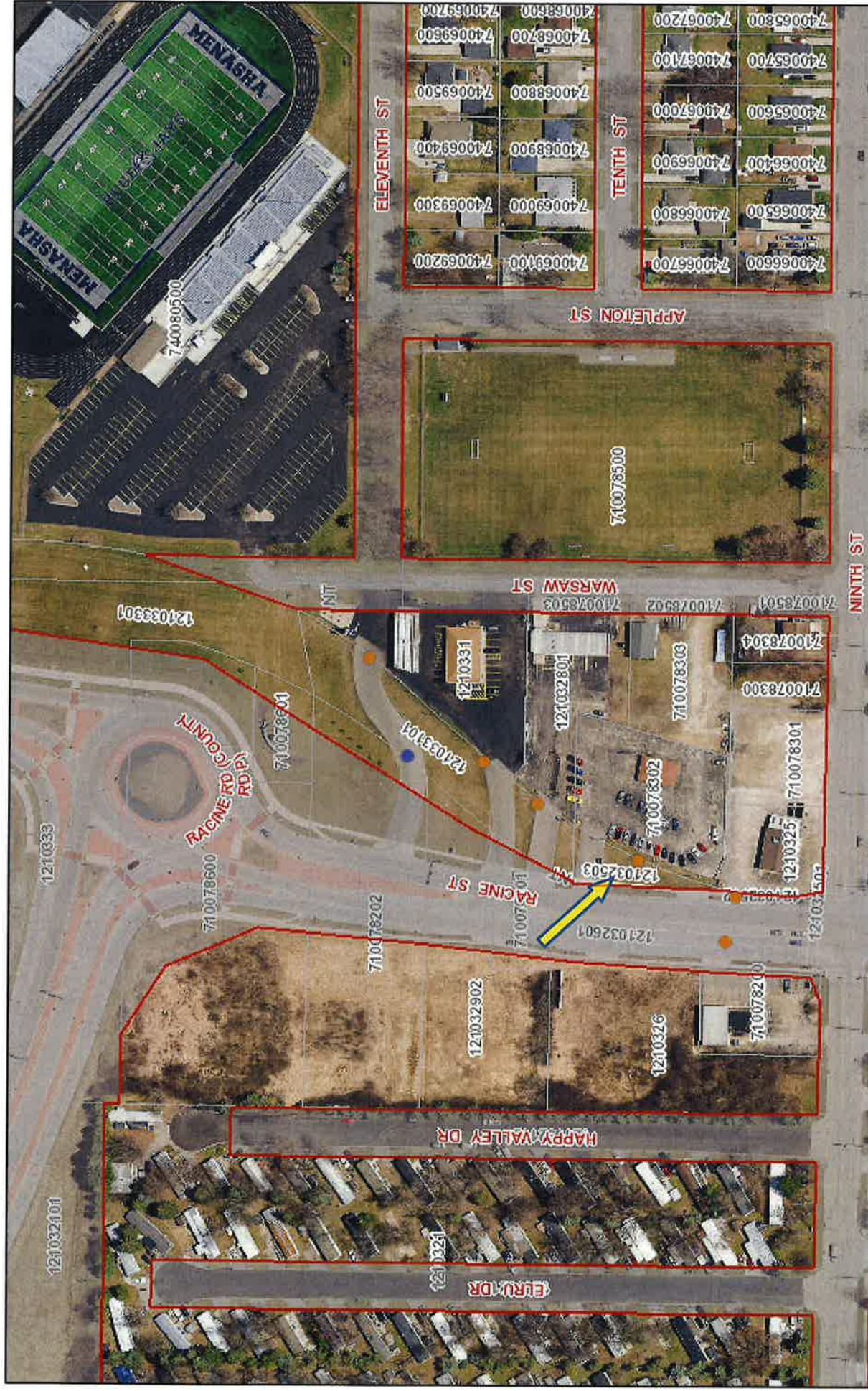
32

33

34

Jonathan D. Doemel
Winnebago County Executive

ArcGIS Web Map



5/23/2022, 11:03:55 AM

Access Control Permit


Commercial

Residential

Access Control Permit — Culverts - Highway Dept.



Commercial — Culverts - LWCD

Road ROW area

Access Control Permit — Culverts - Highway Dept.  Road ROW

Commercial — Culverts - LWCD Street Centerline

_____ Road ROW area _____ Tax Parcels

Access Control Permit  Culverts Highway Dept  Road Bow

Commercial

Residential

Road ROW area

Tax Parcels

1:2.088

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1.2, 000			

0	0.03	0.06	0.11 km

County GIS, Winnebago County

road ROW area

Tax | ArcGIS

Blue: Band_3

Map Information: GIS | NIDPS Section 107A | Inversion Date: March 1981 | Inversion Date: March 1981 | Inversion Date: April 2002 | Inversion Date: April 2002 | ICDN ESA Aerial Characteristics: Estd Office

ArcGIS Web AppBuilder

State Bar of Wisconsin Form 00-2011
CORRECTION INSTRUMENT

Under Wis. Stat. § 706.085

Document Number

Document Name

Undersigned hereby states that a certain document ("conveyance") titled as
Quit Claim Deed (type of document), and
executed between Winnebago County, a state of Wisconsin Municipal Corporation, Grantor, and
Positive Ventures, LLC, Grantee, was recorded in Winnebago
County, Wisconsin, on December 6, 2017, in volume ----, page
----, as document number 1755719, and contained the following error:

Legal description needs to be corrected.

Undersigned makes this Correction Instrument for the purpose of correcting the
conveyance as follows:

Legal description needs to be corrected. See attached Exhibit A.

The basis for Undersigned's personal knowledge is (check one):

- ☐ Undersigned is the Grantor/Grantee of the property described in the conveyance.
☐ Undersigned is the drafter of the conveyance that is the subject of the Correction Instrument
☐ Undersigned is the settlement agent in the transaction that is the subject of this Correction Instrument
☒ Other (Explain):

Undersigned is grantee's legal counsel.

A copy of the conveyance (in part or whole) ☒ is ☐ is not attached to this Correction Instrument (if a copy of the conveyance is not
attached, attach the legal description).

Undersigned has sent notice of the execution and recording of this Correction Instrument by 1st class mail to all parties to the
transaction that was the subject of the conveyance at their last known addresses.

Dated 4/22/22

AUTHENTICATION

Signature of _____
authenticated on _____

*
TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
Mayer, Graff & Wallace, LLP
Travis L. Yang

Recording Area

Name and Return Address

Attorney Travis L. Yang
Mayer, Graff & Wallace, LLP
1425 Memorial Drive, Suite B
Manitowoc, WI 54220

121-0325-03 * no parcel
Parcel Identification Number (PIN) assigned
701-999999 by City of
Manitowoc
yet. TLY

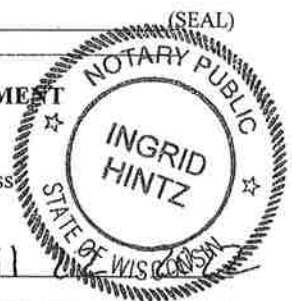
* Travis L. Yang, Esq.

ACKNOWLEDGMENT

STATE OF WISCONSIN)
Manitowoc) ss
COUNTY)

Personally came before me on April 22, 2022
the above-named Travis L. Yang
to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Ingrid Hintz
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: 11/8/22)



(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.

CORRECTION INSTRUMENT

STATE BAR OF WISCONSIN

* Type name below signatures.

FORM NO. 00-2011

c-6

LEGAL DESCRIPTION

PORTION OF RACINE ROAD TO BE VACATED

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10,
TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO
COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

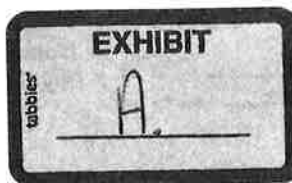
COMMENCING AT THE SOUTHEAST 1/4 CORNER OF SAID SECTION 10;
THENCE NORTH 88 DEGREES 50 MINUTES 48 SECONDS WEST, ALONG THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF
384.69 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 39 SECONDS
EAST, 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02
DEGREES 03 MINUTES 39 SECONDS EAST, 195.04 FEET; THENCE SOUTH
88 DEGREES 50 MINUTES 48 SECONDS EAST, ALONG THE WESTERLY
EXTENSION OF THE NORTH LINE OF LOT 1 OF CERTIFIED SURVEY MAP
NO. 2522, A DISTANCE OF 75.30 FEET; THENCE 210.91 FEET ALONG AN
ARC OF A CURVE TO THE LEFT, ALONG THE WEST LINE OF SAID LOT 1
OF CERTIFIED SURVEY MAP NO. 2522, SAID CURVE HAVING A RADIUS OF
730.94 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 03 MINUTES
05 SECONDS WEST, 210.18 FEET, TO THE POINT OF BEGINNING.
CONTAINING 6,277 SQUARE FEET.

Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1.800.236.0381

Planning
Environmental
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Engineering
Architecture



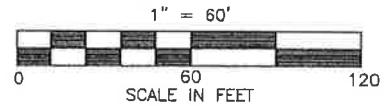
DATE: DECEMBER 21, 2016

PROJECT NO. 1-0905-001
FILE 1-0905-001RefMap.dwg
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

PORTION OF RACINE ROAD TO BE VACATED

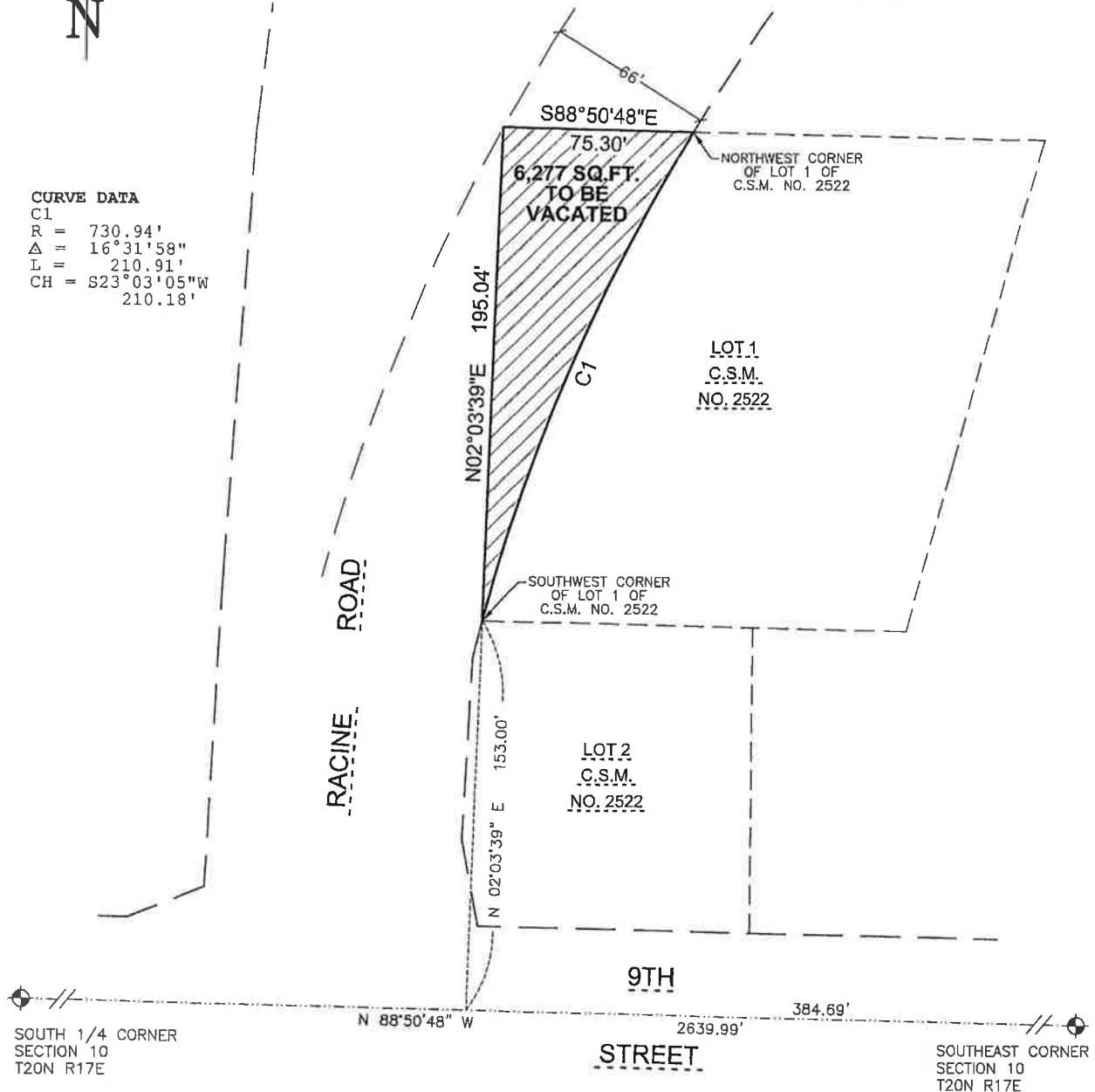
PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
SECTION 10, TOWNSHIP 20 NORTH, RANGE 17 EAST,
CITY OF MENASHA, WINNEBAGO COUNTY, WISCONSIN.

BEARINGS ARE REFERENCED TO THE WINNEBAGO
COUNTY COORDINATE SYSTEM IN WHICH THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF
SECTION 10 BEARS N 88°50'48" W



CURVE DATA

C1
R = 730.94'
Δ = 16°31'58"
L = 210.91'
CH = S23°03'05"W
210.18'



Martenson & Eisele, Inc.



1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
920.731.0381 1,800.236.0381

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PROJECT NO. 1-0905-001
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V
State Bar of Wisconsin Form 3-2003
QUIT CLAIM DEED

Document Number

Document Name

THIS DEED, made between Winnebago County, a State of Wisconsin Municipal Corporation

and Mark L. Harris ("Grantor," whether one or more),
and 1223 Appleton Road, Menasha, WI 54952

Positive Ventures, LLC
1223 Appleton Road Menasha ("Grantee," whether one or more).

Grantor quit claims to Grantee the following described real estate, together with the rents, profits, fixtures and other appurtenant interests, in Winnebago County, State of Wisconsin ("Property") (if more space is needed, please attach addendum):

LEGAL DESCRIPTION: Part of the Southeast 1/4 of the Southeast 1/4, Section 10, Township 20 North, Range 17 East, City of Menasha, Winnebago County, Wisconsin, more fully described as follows:

Commencing at the Southeast 1/4 Corner of said Section 10; thence N 88 degrees 50 minutes 48 seconds West, along the South line of the Southeast 1/4 of said Section, a distance of 384.69 feet; thence North 02 degrees 03 minutes 39 seconds East, 153.00 feet to the point of beginning; thence North 02 degrees 03 minutes 39 seconds East, 195.04 feet; thence South 88 degrees 50 minutes 48 seconds East, along the Westerly extension of the North line of Lot 2 of Certified Survey Map No. 2522, a distance of 75.30 feet; thence 210.91 feet along an arc of a curve to the left, along the West line of said Lot 2 of Certified Survey Map No. 2522, said curve having a radius of 730.94 feet and a chord that bears South 23 degrees 03 minutes 05 seconds West, 210.18 feet, to the point of beginning.

Parcel Contains 6,277 Square Feet.

should be Lot 1

Dated 8/1/2017

(SEAL) Mark L. Harris (SEAL)
*Mark L. Harris, Winnebago County Executive

(SEAL) Susan T. Ertmer (SEAL)
*Susan T. Ertmer, Winnebago County Clerk

AUTHENTICATION

Signature(s) _____
authenticated on _____

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, _____
authorized by Wis. Stat. § 706.06)

THIS INSTRUMENT DRAFTED BY:
John A. Bodnar
Corporation Counsel for Winnebago County

ACKNOWLEDGMENT

STATE OF WISCONSIN)
) ss.
WINNEBAGO) COUNTY)
Personally came before me on 8/1/2017,
the above-named Mark L. Harris, Winnebago County Executive,
and Susan T. Ertmer, Winnebago County Clerk.
to me known to be the person(s) who executed the foregoing
instrument and acknowledged the same.
John A. Bodnar
*John A. Bodnar
Notary Public, State of Wisconsin
My Commission (is permanent) (expires: is permanent)

(Signatures may be authenticated or acknowledged. Both are not necessary.)

NOTE: THIS IS A STANDARD FORM. ANY MODIFICATIONS TO THIS FORM SHOULD BE CLEARLY IDENTIFIED.
QUIT CLAIM DEED © 2003 STATE BAR OF WISCONSIN FORM NO. 3-2003

* Type name below signatures.



8 3 9 0 3 1 6
Tx: 4284562

1755719

REGISTER'S OFFICE
WINNEBAGO COUNTY, WI
RECORDED ON
12/06/2017 10:47 AM

NATALIE STROHMEYER
REGISTER OF DEEDS

RECORDING FEE 30.00

2
PAGES: 3

Recording Area

Name and Return Address
Winnebago County Corporation Counsel
448 Algoma Boulevard
PO Box 2808
Oshkosh WI 54903-2808

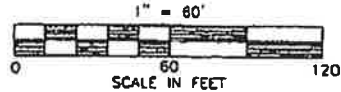
Parcel Identification Number (PIN)

This is not _____ homestead property.
(is) (is not)

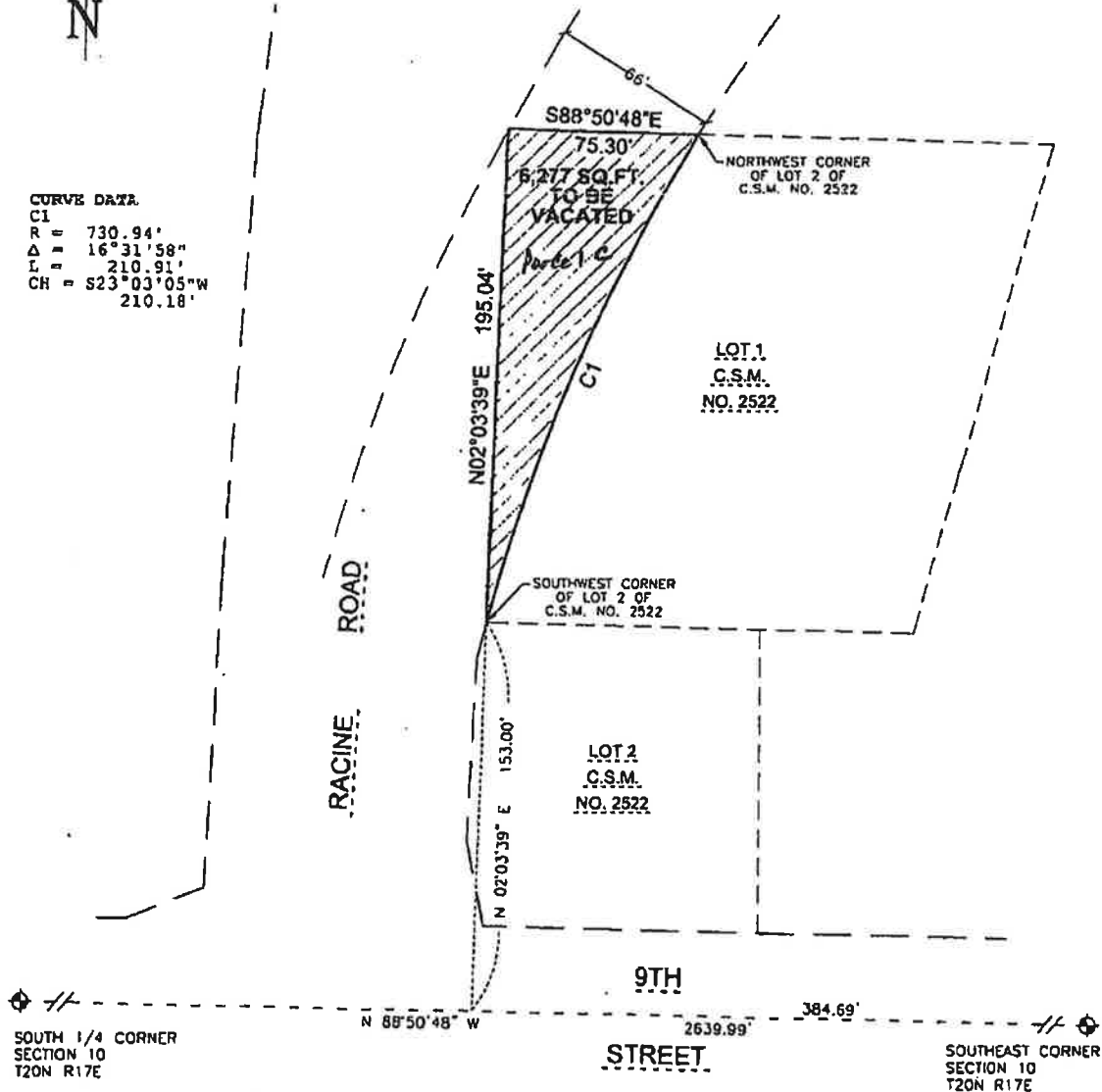
PORTION OF RACINE ROAD TO BE VACATED

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4,
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DATE: DECEMBER 21, 2016

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FILE 1-0905-001RefMap.dwg
THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

Parcel C

LEGAL DESCRIPTION
PORTION OF RACINE ROAD TO BE VACATED

LEGAL DESCRIPTION

PART OF THE SOUTHEAST 1/4 OF THE SOUTHEAST 1/4, SECTION 10,
TOWNSHIP 20 NORTH, RANGE 17 EAST, CITY OF MENASHA, WINNEBAGO
COUNTY, WISCONSIN, MORE FULLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST 1/4 CORNER OF SAID SECTION 10;
THENCE NORTH 88 DEGREES 50 MINUTES 48 SECONDS WEST, ALONG THE
SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION, A DISTANCE OF
384.69 FEET; THENCE NORTH 02 DEGREES 03 MINUTES 39 SECONDS
EAST, 153.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 02
DEGREES 03 MINUTES 39 SECONDS EAST, 195.04 FEET; THENCE SOUTH
88 DEGREES 50 MINUTES 48 SECONDS EAST, ALONG THE WESTERLY
EXTENSION OF THE NORTH LINE OF LOT 2 OF CERTIFIED SURVEY MAP
NO. 2522, A DISTANCE OF 75.30 FEET; THENCE 210.91 FEET ALONG AN
ARC OF A CURVE TO THE LEFT, ALONG THE WEST LINE OF SAID LOT 2
OF CERTIFIED SURVEY MAP NO. 2522, SAID CURVE HAVING A RADIUS OF
730.94 FEET AND A CHORD THAT BEARS SOUTH 23 DEGREES 03 MINUTES
05 SECONDS WEST, 210.18 FEET, TO THE POINT OF BEGINNING.
CONTAINING 6,277 SQUARE FEET.

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DATE: DECEMBER 21, 2016

PROJECT NO. 1-0905-001

FILE 1-0905-001RelMap.dwg

THIS INSTRUMENT WAS DRAFTED BY: A.Sedlar

1 76-062022

2

3 **RESOLUTION: Request Authority to Enter into a Sponsorship Contract with Cumulus**
4 **Broadcasting**

5

6

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

8 **WHEREAS**, Winnebago County Parks Department wants to enter into a sponsorship agreement with Cumulus
9 Broadcasting; and

10 **WHEREAS**, Cumulus Broadcasting will provide Sponsorship Support as listed in the Cumulus Contract under
11 section "3.0 Media Sponsorship Support;" and

12 **WHEREAS**, the Winnebago County Parks Department will allow Advertising and Promotion for Cumulus
13 Broadcasting as listed in the Cumulus Contract under section "2.0 Advertising and Promotion;" and

14 **WHEREAS**, this partnership is mutually beneficial for both parties.

15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a contract with Cumulus
18 Broadcasting of Oshkosh, WI for the purpose of entering into a 3-Year Sponsorship Contract from 2022 – 2024.

19

20 *Fiscal Note:* No budget impact will occur. Both Cumulus Broadcasting and the Parks Department will be providing in-
21 kind support and services as mutually agreed upon.

22

23 Respectfully submitted by:

24 **PARKS AND RECREATION COMMITTEE**

25 Committee Vote: **5-0**

26

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

28

29 Approved by the Winnebago County Executive this ____ day of _____, 2022.

30

31

32

33

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 23, 2022
FROM: Parks and Expo Director
RE: Cumulus Broadcasting 3 Year Sponsorship Contract

General Description: The Parks Department is proposing entering into a 3-year sponsorship contract with Cumulus Broadcasting.

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the 3-year sponsorship contract with Cumulus Broadcasting

Procedural Steps:

Parks and Recreation Committee
Action Taken:
County Board
Action Taken:

Meeting Date: 5/23/22
Vote: 5-0
Meeting Date: 6/21/22
Vote:

Background:

The Parks Department works with several entities to create sponsorship agreements. These agreements are meant to be mutually beneficial and better the County. Previously, the Parks Department entered into a 5-year contract with Cumulus Broadcasting that provided marketing and advertising for the County Parks Department on Cumulus radio stations. The Parks Department then allowed for advertisement of Cumulus Broadcasting's radio stations on the Sunnyview Exposition Center's property and a few other County properties.

Justification:

Parks Department staff are proposing that we enter into a 3-year contract with Cumulus Broadcasting in order to continue to market the Sunnyview Exposition Center and other park properties throughout Winnebago County. One of the new additions that the Parks Department requested to be included in the contract is a monthly interview on air to talk about upcoming events and activities that are occurring in the County Park system. This sponsorship contract does not require for an exchange in funds for either party as all benefits provided are in-kind.

Attachments:

- Cumulus Broadcasting and Winnebago County 3-Year Sponsorship Contract

SPONSORSHIP AGREEMENT

THIS SPONSORSHIP AGREEMENT (the “Agreement”) is made and entered into as of this _____ day of _____ (month), 2022, by and between Winnebago County Parks Department (“Owner”), a corporation organized under the laws of the State of Wisconsin, and Cumulus Broadcasting LLC, c/o John Rowe, 491 S. Washburn, Ste.#400, Oshkosh WI 54904, 920-230-0884 john.rowe@cumulus.com (“Media Sponsor”), a limited liability company organized under the laws of the State of Delaware.

WHEREAS, Owner is the owner of certain facilities which it leases to others for entertainment, athletic and business exhibitions and meetings commonly known as the Winnebago County Parks Department (“the “Venue”) with certain permanent facilities or amenities located within the Winnebago County Parks Department (the “Attraction(s)”), which facilities or amenities are known as the Winnebago County Community Park, Sunnyview Exposition Center, Lake Butte des Morts boat launch, Eureka boat launch, Black Wolf / Nagy Point boat launch, Boom Bay boat launch, Lake Poygan boat launch, Grundman Park / Osh-o-Nee boat launch, Asylum Point Park boat launch, Waukau Nature Preserve, WIOUWASH State Recreation Trail, and the Mascoutin Valley State Recreation Trail and has the exclusive right to promote and license the use of the Venue’s name and certain advertising space and signs in and around the Venue for the benefit of others; and

WHEREAS, Media Sponsor has determined to provide media support for the Venue in exchange for certain broadcasting and promotional rights to be provided by Owner.

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

1.0 Official Status.

(a) Title of Venue. The Venue shall be known as stated above, unless other sponsorship and/or naming rights affecting the title of the Venue are contracted, and Media Sponsor agrees to refer to the Venue in all advertising and promotional materials by the Venue’s full name – Winnebago County Parks Department - specifically including the name of the title sponsor of the Venue, if any.

(b) Official Service of Venue. Owner grants to Media Sponsor the exclusive right during the Term of this Agreement (as defined below) to use the Owner’s Trademarks as described herein in advertising and promoting Media Sponsor’s services (“Media Sponsor’s Services”). Owner agrees that it shall refer to Media Sponsor’s Services as “The Official Radio Station of the Winnebago County Parks Department and Sunnyview Expo Center” of the Venue.

(c) Official Broadcaster of Venue.

(i) Owner hereby appoints Media Sponsor as the Official Broadcaster of the Venue, and in that connection, Owner will provide Media Sponsor with preferred broadcast positions at the Venue. Owner will not appoint another television or radio broadcaster as its Official Broadcaster, but Media Sponsor understands that due to the nature of the Venue, it may not be possible to exclude other news services from covering events or sponsoring individual events at the Venue. Owner will cooperate with Official Broadcaster to maximize the value of its exclusivity hereunder.

(ii) In connection with its Official Broadcaster status, Media Sponsor shall have the right to broadcast from the Venue in whole or in part, but only on a live basis and only for receipt primarily in Official Broadcaster's normal viewing/listening area. Media Sponsor shall be solely responsible for all costs associated with its remote broadcast, if any, from the Venue, and for the payment of any and all on-camera talent and other fees (such as music performance rights) which may become due as a result of Media Sponsor's broadcast from the Venue hereunder. Media Sponsor has undertaken only to obtain live broadcast rights from individuals paid by it to perform at the Venue. Media Sponsor will limit volume from on site live broadcasts to an area not to exceed twenty feet from Media Sponsor's designated area of operation at the Venue. Said broadcast shall not materially disrupt communications taking place at the Venue nor shall the broadcast be permitted to cause material signal interference for electronic devices at the Venue. Owner has the right to request Media Sponsor lower volume or discontinue live broadcast if such interference takes place.

2.0 Advertising and Promotion.

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

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

- (i) the right to broadcast from the Venue as provided in Paragraph 1.0 of this Agreement;
- (ii) the right to have banners at the following locations: Milk House west outside wall, Barn 'B' (outside peak of west and east side), inside peak of west side of show ring barn (one section), entryway of expo building, along back inside fence of pit area at grandstand and south side of grandstand facing main lot, along back fence of ball diamonds (one banner at each field), such banners to be provided by Media Sponsor and to be of a size and design approved by Owner (such approval not to be unreasonably withheld, conditioned or delayed) and placed in accordance with Owner's directions;

(iii) the right to have Media Sponsor's logo included in all print advertising of a size agreed to by the parties hereto placed by Owner in connection with the Venue, if any;

(iv) the right to, in a designated broadcast area, sell or give away promotional merchandise in connection with advertising or promoting the Venue, but only in compliance with Paragraph 7 of this Agreement;

(v) the right to give away tickets to events held at the Venue (if available) through on-air or other promotions conducted solely by Media Sponsor or by Media Sponsor in connection with other Official Sponsors of the Venue;

(vi) the right to use photographs and film clips of past events of this type organized by Owner for advertising and promotion, subject to Owner's prior approval (such approval not to be unreasonably withheld, conditioned or delayed);

(vii) the right to use photographs and film clips of the Venue for purposes of advertising Media Sponsor's involvement with the Venue;

(viii) the right to erect a courtesy tent or host a similar area at the site of the Venue at a location designated by Owner, separate from any remote broadcast booth which Media Sponsor may require; such area shall comply with the following directive when involving the Sunnyview Expo Center facility as per the following:

LESSOR'S concessionaire/Sponsor shall have access to an area sixteen feet square along the south east corner of the Center Hall or similar designated area for purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

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

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

(ix) the right to have access to Owner's mailing list in a mutually agreeable physical format for Media Sponsor's use only during the Term and only for such mailings by

Media Sponsor as are approved by Owner in writing, in advance (such approval not to be unreasonably withheld, conditioned or delayed);

(x) at least two (2) passes for the Venue, including designated parking for one (1) vehicle at the Venue; and

(xi) the right to advertise and promote Media Sponsor's Services and its sponsorship hereunder, on the Website, if any, maintained by Owner, subject to Owner's approval of the content thereof (such approval not to be unreasonably withheld, conditioned or delayed) and to Media Sponsor's payment to Owner of Owner's then current rates charged to non-sponsor advertisers for inclusion of non-sponsor advertising on Owner's Website.

(xii) subject to Owner's official calendar of events, use of Premises for one (1) complementary event per calendar year including two (2) set up and one (1) take down day. (At the Sunnyview Expo Center building only.)

(c) Participants' Names. Media Sponsor acknowledges that Owner does not have the right to use the names, signatures, photographs or likenesses of any participant or performer at the Venue in connection with a commercial product or service, and all such uses by Media Sponsor must be approved by the individual participant. Owner does have the right to approve on behalf of individual participants the use of their names, photographs or likenesses in advertising which primarily promotes the Venue and incidentally mentions Media Sponsor's involvement as a Media Sponsor, and Media Sponsor will submit any such advertising to Owner for prior approval as provided in Paragraph 6.

(d) Right to Remove Name. Media Sponsor shall have the right, at any time and for any reason, to request in writing that Owner remove its name from any and/or all signage and other materials associated with the Venue. Owner shall use its best efforts to comply with said request, but if Owner will incur any additional expenses in connection with such compliance, it will notify Media Sponsor in writing and obtain Media Sponsor's prior written approval. Media Sponsor will reimburse Owner for all such approved expenses. Owner shall notify Media Sponsor if time does not reasonably permit compliance with Media Sponsor's request. Nothing herein shall relieve Media Sponsor of its obligations under Paragraph 3 of this Agreement.

3.0 Media Sponsorship Support.

In consideration of the full performance by Owner of all of its obligations hereunder and of all rights granted hereunder to Media Sponsor, Media Sponsor shall provide Owner with the following:

(i) a minimum of two (2) prerecorded radio spots of 60 seconds duration or four (4) prerecorded radio spots of 30 seconds duration per day on each of the five radio stations of Media Sponsor (minimum seven hundred thirty (730) :60 second spots on each station (3,650 spots across all five Cumulus Stations) throughout each calendar year of the Term of this Agreement during the hours of 12:00a.m. to 11:59p.m.), the text of which will be provided by Owner and which may mention Owner's other Official Sponsors (less any radio station entities), and a recording of which will be delivered to Owner on or before broadcasting;

(ii) weekly on-air announcement of event schedule for Venue;

(iii) on-air promotion of the Venue, including giveaways of tickets to the events taking place at the Venue, if available;

(iv) a mutually agreeable amount of mutually acceptable Media Sponsor's logoed merchandise for Owner's on-site promotions of the Venue;

(v) a tape of all of Media Sponsor's broadcast(s), if any, of the Venue, for use by Owner in the promotion of future events of this type and the promotion of Owner's event business generally;

(vi) the Right of First Refusal to Owner's Sponsors to purchase any commercial advertising time on the broadcast, if any, of the Venue by Media Sponsor. Media Sponsor shall not accept advertising for products or services competitive to those of the Venue's Official Sponsors, without first having given Official Sponsors the right to purchase some time on the same terms and conditions as those offered to third parties;

(vii) monthly on-air interview with Owner on 93.9 & 1490 WOSH in promotion of upcoming events at the Venue, scheduled at the convenience of the Media Sponsor.

(viii) during the Term, Media Sponsor will use commercially reasonable efforts to submit to Owner written affidavits of performance setting forth confirmation of Media Sponsor's monthly broadcasting of spots pursuant to this Agreement.

4.0 Option to Renew.

Owner hereby grants to Media Sponsor the right to renew its Official Media Sponsorship hereunder annually on the same terms and conditions as contained herein (except that the Media Sponsorship Support described in Paragraph 3 shall be subject to negotiation of the number of prerecorded spots and the number of broadcasts thereof by Media Sponsor as mutually agreed between the parties in each succeeding year). Media Sponsor shall exercise said option, if at all, by giving Owner written notice thereof within thirty (30) days prior to the expiration of the Term of this Agreement, and the parties must agree to any renegotiation in writing within thirty (30) days thereafter, or the option will be deemed not to have been exercised.

5.0 Exclusivity and Ambush Protection.

(a) *Competitive Product Protection.* Owner represents and warrants that during the Term, it will not authorize any other radio station as an Official Media Sponsor of the Venue.

(b) *Exclusivity at Events Not Controlled by Owner.* Media Sponsor understands that events may take place at a Venue which may have preexisting arrangements for the display of signs and similar promotional materials for products and/or services competitive to those of Media Sponsor and Media Sponsor's Services hereunder ("Competitive Signage Arrangements"). Such Competitive Signage Arrangements shall not be deemed to be a violation of Owner's representations under this Paragraph.

6.0 Trademarks.

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

(b) *Media Sponsor's Official Broadcaster Logo.* Media Sponsor is authorized to design a logo representing its coverage of the Venue, but because Owner desires to avoid confusion between individual event sponsors and sponsorship of the Official Media's broadcast coverage, if any, Owner shall have the right to approve such logo in writing in advance of its use by Media Sponsor (such approval not to be unreasonably withheld, conditioned or delayed).

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

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

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

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

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

(g) Owner's Authorization of Media Sponsor. Media Sponsor is hereby authorized to use Owner's Trademarks in advertising and promoting Media Sponsor's Services until thirty (30) days after the Event takes place, provided Owner shall have the right to approve all such uses in writing in advance.

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

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

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

(k) Ambush Prevention—Owner's Action. Owner agrees to take all reasonable measures to prevent the unauthorized use of Owner's Trademarks (and facsimiles thereof) and to prevent the dilution of the value of Media Sponsor's rights hereunder by using its best efforts to exclude competing signage, competitive product sales and competitive product sampling from events and to redirect specific instances of trademark and copyright infringement, trademark and trade dress dilution, unfair competition and/or consumer deception whenever it is, in the opinion of Owner's counsel, reasonable to do so. Owner shall bear all costs of such prosecution and shall retain the proceeds thereof, if any. Media Sponsor shall reasonably cooperate with Owner in any such litigation.

7.0 Merchandising.

(a) Owner's Venue Related Merchandise. Owner represents and warrants that all merchandise authorized by it to bear the Owner's Trademarks or to be associated with the Venue ("Venue Related Merchandise") shall be of a high standard and of such style, appearance and quality as to suit the best exploitation of the Venue, shall be free from product defects, and shall be merchantable and suited for its intended purpose. Owner shall indemnify and hold harmless Media Sponsor and Media Sponsor's officers, directors, employees, agents, representatives, successors and assigns from any claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the failure of this warranty. All Venue Related Merchandise which also bears Media Sponsor's

Trademarks shall include appropriate notice of any applicable trademark, service mark or copyright relating to Owner's Trademarks or Media Sponsor's Trademarks. Each party shall reasonably determine what constitutes appropriate notice for its respective Trademarks and copyrights.

(b) Media Sponsor's Venue Related Merchandise.

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

(ii) Waiver of Royalty. If Media Sponsor desires to sell Venue Related Merchandise for which Owner has authorized a licensee, and if Media Sponsor desires to purchase such merchandise from such licensee, then Owner shall require such licensee to sell such merchandise to Media Sponsor without Owner's royalty thereon. Owner and such licensee shall inform Media Sponsor in a statement signed by one of their respective officers of the amount of Owner's royalty thereon.

(iii) Third Party Agreements. In any agreement between Media Sponsor and any third party relating to the manufacture, distribution or promotion of Media Sponsor's Venue Related Merchandise or otherwise relating to the Venue, under which obligations or liabilities in excess of \$5,000 in the aggregate may be incurred, Media Sponsor agrees that such agreement will contain a clause substantially similar to the following:

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

(c) Media Sponsor Warranties on Venue Related Merchandise. If Media Sponsor manufactures or causes to be manufactured its own Venue Related Merchandise, Media Sponsor represents and warrants that such merchandise shall be free from defects and merchantable and fit for its particular purpose. Media Sponsor shall indemnify and hold harmless Owner and Owner's officers, directors, employees, representatives, agents, successors and assigns from any claims, damages, liabilities, losses, government proceedings and costs and expenses, including reasonable attorneys' fees and costs of suit, arising out of the failure of this warranty.

8.0 Warranties.

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

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

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

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

9.0 Indemnities.

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

(b) Additional Media Indemnity. Media Sponsor will indemnify Owner as described in subparagraph (a) for any and all liability arising out of Media Sponsor's dissemination of information pertinent to its broadcast from the Venue, including, without limitation, libel, slander, invasion of privacy or similar causes of action; unless any such liability was caused by the negligence or willful misconduct of Owner, its employees, agents, contractors or representatives.

(d) Notices of Claims. Each party will give the other prompt written notice of any claim or suit possibly coming within the purview of any indemnity set forth in this Agreement. Upon the

written request of an indemnity, the indemnitor will assume the defense of any such claim, demand, action or proceeding. The indemnitee shall also have the right to provide its own defense at its own expense, provided the indemnitee shall not settle any claim without the indemnitor's consent unless it is willing to release the indemnitor from its obligation of indemnity hereunder. Termination of this Agreement shall not affect the continuing obligations of each of the parties under this Paragraph and Paragraph 10.

10.0 Insurance.

Prior to commencement of Agreement, each party shall, at its own cost and expense, furnish the other party with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State for activities undertaken by such party hereto, such party's employees or assigns, while on the premises of the Venue or Attraction:

1. General Liability Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate, combined single limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following:
 - a. Premises – Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - c. Personal Injury
2. Automobile Liability Insurance with a minimum limit of \$1,000,000 per occurrence combined single limit for bodily injury and property damage unless otherwise indicated. This insurance shall include bodily injury and property damage for the following:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles

Such insurance shall list the other party as an additional insured and shall require the insurer to give the other party at least thirty (30) days' prior written notice of any material modification or cancellation. Evidence of coverage shall be provided to the other party prior to the execution of this Agreement.

10.1 Crowd Control.

In accordance with industry standards, Owner shall provide a reasonably safe viewing area of a type normally used for events at a like Venue for spectators at the Venue. Owner represents and warrants that it will use its best efforts to provide for spectator safety, crowd control and security.

10.2 Food and Beverage Service.

(a) Warranty. Owner represents and warrants that it will cause all food and beverage vendors to represent and warrant, as a condition of their participation at the Venue, that they will comply with all food service, sanitation and other regulations applicable to their services at the Venue.

(b) Alcohol. If alcohol is served at the Venue, Owner will, or will cause its clients to comply with all applicable laws and regulations, including Venue regulations, regarding the service of alcohol to intoxicated or under-age persons, to encourage the safe use of alcohol, and to prevent the consumption of alcoholic beverages not purchased at the Venue. Owner will indemnify and hold Media Sponsor harmless as provided in Paragraph 9 from and against any liability arising out of serving alcohol at the Venue.

10.3 Music.

Owner represents and warrants that clients will be responsible for all music played at the Venue, whether live, recorded or publicly broadcast, will be duly licensed for public performance by ASCAP, BMI, SESAC or such other performing rights societies or copyright owners as may be required by law, or else in the public domain. Owner will indemnify and hold Media Sponsor harmless as provided in Paragraph 9 from and against any liability arising out of the performance of music at the Venue.

11.0 Term and Termination.

(a) Term. This Agreement shall become effective on the date first above written and shall expire on December 31, 2024 , unless terminated earlier or renewed pursuant to the terms hereof (the “Term”).

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

(i) Media Sponsor shall fail to materially comply with Paragraph 6 hereof in any respect and fail to cure the same within thirty (30) days of receipt of notice of such failure;

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

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

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

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

(i) Owner shall fail to materially comply with Paragraph 6 hereof in any respect and fails to cure the same within thirty (30) days of receipt of notice of such failure;

(ii) any of the events described in subparagraph b (ii) above shall occur with respect to Owner;

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

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

12.0 Effect of Cancellation on Media Sponsor.

In the event that the Venue is temporarily closed, in whole or in part, due to any Act of God or force majeure, including, without limitation, weather, fire, flood, strike, labor dispute, civil commotion, riot or threat of violence or similar cause beyond the control of the parties, then Media Sponsor shall be relieved of any obligations yet to be performed with respect to the Venue until such time as the Venue is re-opened, and Owner shall not be responsible to Media Sponsor for the value of any services provided prior to the occurrence of such force majeure.

13.0 Intentionally Omitted.

14.0 Miscellany.

(a) Confidentiality. The parties hereto agree to maintain in confidence the terms and conditions of this Agreement except to the extent that all government documents, once signed and approved by both parties become public documents.

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

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

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

If to Owner, to: 625 E. Cty. Rd. Y, #500, Oshkosh WI 54901
address

If to Media Sponsor, to: 491 S. Washburn, Oshkosh WI 54904; with a copy of legal notices only to: Cumulus Media Inc., 780 Johnson Ferry Road, Suite 500, Atlanta, GA 30342
address

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

(e) Governing Law. This Agreement is subject to and shall be construed in accordance with the laws of the State of Wisconsin, except for choice of law provisions.

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

(g) Non-Assignment. Neither party shall assign this Agreement without the prior written approval of the other party, except that Media Sponsor may assign this Agreement to (i) its parent company or any affiliate or subsidiary of Media Sponsor or its parent company, or (ii) any entity that acquires (A) all or substantially all of the assets Media Sponsor, or (B) the intellectual property/format of any station of Media Sponsor, each by reason of a merger, acquisition, swap, transfer or other business reorganization.

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

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

(j) Compliance with Wisconsin Public Records Law. Media Sponsor understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of Media Sponsor that are “produced or collected” by the Media Sponsor under this Agreement (“Records”). Media Sponsor is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Contractor Media Sponsor acknowledges that it has read and understands that definition.

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

WINNEBAGO COUNTY (OWNER)

By: _____ Date: _____
County Executive

By: _____ Date: _____
County Clerk

CUMULUS BROADCASTING LLC (MEDIA SPONSOR)

By: (Print) _____

By: (Sign) _____ Date: _____

Title: _____

1 77-062022

2

3 **RESOLUTION: Authorize the Sheriff's Office to Accept a Donation valued at \$14,700 for the**
4 **Purchase of an Additional K-9-Unit along with Equipment and Training for**
5 **the Unit from Thomas and Penny Harenburg**

6

7

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

9 **WHEREAS**, the Winnebago County Sheriff's Office is responsible for providing law enforcement services to
10 the citizens of Winnebago County; and

11 **WHEREAS**, the deployment of K-9 Units has greatly increased the efficiency and effectiveness for drug
12 interdiction; and

13 **WHEREAS**, K-9 Units have also proven effective in tracking fugitives and missing persons; and

14 **WHEREAS**, the Winnebago County Sheriff's Office has received a donation from Thomas and Penny
15 Harenburg, valued at \$14,700, for the purchase of an additional K-9 Unit along with equipment and training for the Unit;
16 and

17 **WHEREAS**, it will be beneficial for the Winnebago County Sheriff's Office to accept the donation from Thomas
18 and Penny Harenburg for the purchase of a K-9 Unit along with equipment and funds to train the unit.

19

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 authorizes the Winnebago County Sheriff's Office to accept the directed donation from Thomas and Penny
22 Harenburg valued at \$14,700, for the purchase of an additional K-9 Unit along with equipment and associated
23 training.

24

25 **Fiscal Impact:** There is no fiscal impact as no budget transfer is necessary.

26

27 Respectfully submitted by:

28 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

29 Committee Vote: **5-0**

30

30 Respectfully submitted by:

31

31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: **4-0**

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

34

35 Approved by the Winnebago County Executive this ____ day of _____, 2022.

36

37

38 _____
39 Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 2022

FROM: Sheriff John Matz

RE: K-9 Donation

General Description:

Authorize the Sheriff's Office to accept a directed donation from Thomas and Penny Harenburg valued at \$14,700 for the purchase of an additional canine and training for the unit.

Action Requested:

Motion to approve a resolution for the directed donated of \$14,700.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Judiciary

Meeting date: 5/18/22

Action taken: _____

Vote: _____

Other Committee: Personnel and Finance

Meeting date: June ?? 2022

Action taken: _____

Vote: _____

County Board

Meeting date: _____

Background:

In late 2014, Thomas and Penny Harenburg inquired about making a direct purchase of a canine for the Sheriff's Office. They fully supported the K9 program, and wanted to help public safety and law enforcement in Winnebago County by expanding our existing program from two canines to three canines, which allowed for a Unit to be assigned to each shift. This directed donation of \$17,500 went through the appropriate committees, and was approved for acceptance by the full Winnebago County Board on March 17, 2015.

After seeing the successes of the program, and recognizing one of our three working canines is nearing the age of retirement, Thomas and Penny Harenburg have offered to make a similar directed donation for a replacement canine, to further support the K9 program and not result in a deficit within the Unit.

Policy Discussion:

The Winnebago County Sheriff's Office is responsible for providing law enforcement and related services to the citizens of Winnebago County. Law enforcement canines are one of the most effective and diverse tools known to police work. They save time for our deputies, reduce the number of deputies needed for a search, or to contain an area, and deliver a more thorough search. Additionally, they are a useful tool to help keep our deputies safe during apprehension of dangerous criminals.

The Sheriff's Office K-9 Unit is a full-time unit of three Deputy/K-9 pairs assigned to the Uniform Services Division. Each canine owned by the Sheriff's Office is considered a dual-purpose canine and is trained in narcotics detection, tracking, area searches, building searches, article searches as well as apprehension work. In addition to traditional patrol work, they are also used in SWAT applications, search warrants, school searches, correctional facility searches, and demonstrations for the public in all areas of their job duties. They will respond to any area of the county as well as bordering counties if requested as mutual aid. The deployment of the K-9 Units have greatly increased the efficiency and effectiveness for drug interdiction work. Likewise, our K-9 Units have also proven effective tracking fugitives and locating missing persons.

While the canines themselves have a work life expectancy of about 8 years, unexpected expenses occur as well. This, coupled with routine requests from community members to donate funds to our canines, prompted us to consider alternative means for funding. To this end, the Sheriff's Office partnered with the Oshkosh Area Community Foundation several years ago for members of the community to directly fund K9 Unit related expenses. Purchasing of canines and additional extra expenses of the K9 Unit programmatic funding have been distinctly absent from the Sheriff's Office budget, and unanticipated needs spending relies upon community donors for support. It was the hope that enough money would be raised to purchase the next several canines that would be needed at the Sheriff's Office. In recent years, the monies in the fund donated by community members have been depleted to pay primarily for unexpected medical needs of the canines as well as ongoing post-surgical medication and office visits, and other needed equipment.

Because Thomas and Penny Harenburg have created several funds under their namesakes at OACF, donating directly to the Sheriff's Office is their preference. It would be beneficial for the Winnebago County Sheriff's Office to accept the generous directed donation from Thomas and Penny Harenburg for the purchase of a canine unit, equipment, and training for the unit.

Attachments:

- Resolution
- Invoice for K-9 Unit and training

K-9 SERVICES
27 Baugus Lane, Edgewood New Mexico 87015
Phone 505 250-4576 email ksheld@msn.com

Invoice No. **D04022022**

INVOICE

Customer

Name WINNEBAGO COUNTY
Address 411 JACKSON STREET
City OSHKOSH State WI ZIP 54901
Phone

Misc

Date 4/2/2022
Order No.
Rep
FOB

Qty	Description	Unit Price	TOTAL
1	POLICE SERVICE DOG WITH COURSE GSD MALE MARCH 21-APRIL 30TH 2022	\$ 14,400.00	\$ 14,400.00
1	WORKSHOP/CERTIFICATION NOV. 1-4 2021	\$ 300.00	\$ 300.00
	Certified Copy of original		

SubTotal \$ 14,700.00

Shipping

Tax Rate(s) 0.00% \$ -

TOTAL \$ 14,700.00

Payment

Select One...

Comments

Name

CC # N/A

Expires

Office Use Only

Terms are Net 30
Make Checks payable to Kevin R. Sheldahl dba K-9 Services

Thank You

1 78-062022

2

3 **RESOLUTION: Authorize the Sheriff's Office to Accept a donation of one Fire Technology**
4 **Knockout- Fire Suppression Tool valued at \$1041.00 from the Oshkosh**
5 **Chapter of the Wisconsin Free Masons.**

6

7

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

9 **WHEREAS**, the Fire Technology Knockout, Fire Suppression Tool is a self-contained proprietary piece of
10 equipment to aid in fire suppression; and

11 **WHEREAS**, these devices have value in smaller enclosed spaces to extinguish a fire and buys time for fire
12 suppression crews; and

13 **WHEREAS**, the addition of this Fire Technology Knockout, Fire Suppression Tool will increase the
14 complement of units the Winnebago County Sheriff's Office already owns; and

15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 authorizes the Winnebago County Sheriff's Office to accept the donation of one Fire Technology Knockout, Fire
18 Suppression Tool from the Oshkosh Chapter of the Wisconsin Free Masons.

19

20

21 **Fiscal Impact:** There is no fiscal impact, the equipment is directly donated to the Sheriff's Office.

22

23 Respectfully submitted by:

24 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

25 Committee Vote: **5-0**

26

27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29

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

31

32 Approved by the Winnebago County Executive this ____ day of _____, 2022.

33

34

35

36

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: May 10, 2022

FROM: Sheriff John Matz

RE: Donation of one Fire TKO- Fire Suppression tool

General Description:

The Oshkosh Chapter of the Wisconsin Free Masons will be donating one Fire TKO- Fire Suppression Tool. The unit being donated to the Sheriff's Office is valued at \$1041.00

Action Requested:

Motion to approve a resolution accepting the donation of one Fire TKO- Fire Suppression Tool.

Procedural Steps:

(Show each level of committee and board approval needed, with meeting dates.)

Committee of Jurisdiction: Judiciary_____ Meeting date: 5/18/22

Action taken: _____ Vote: _____

Other Committee: Personnel and Finance_____ Meeting date: _____

Action taken: _____ Vote: _____

County Board Meeting date: _____

Background:

The Fire Technology Knockout, Fire Suppression Tool (known as the Fire TKO FST) is a self-contained proprietary piece of equipment to aid in fire suppression. These devices have value in smaller enclosed spaces to extinguish a fire, such as an information systems closet, a jail pod, a Comm Center, and within a vehicle. Simply put, the FST buys time for fire suppression crews.

The Sheriff's Office already owns 11 of these units, and they are permanently mounted in strategic locations throughout the building, as well as in key high use vehicles. They operate similar to a common fire extinguisher, but are tossed into an enclosed space rather than having to be manually operated like a common fire extinguisher. While we have never had the need to use one of the devices, there is no doubt they will be one of the first pieces of equipment reached for if there is ever a fire in our building.

The Oshkosh Chapter of the Wisconsin Free Masons is donating one Fire TKO to each of the following: the Winnebago County Sheriff's Office, the Oshkosh Police Department, and the Oshkosh Fire Department, who fully supports this product and their use. The Fire TKO unit being donated to the Sheriff's Office is valued at \$1,041.

Policy Discussion:

As a result of many studies than indicated many fire suppression substances delete the ozone layer, this product was created and uses a different chemical compound that is designed to replace the use of Halon in the fire protection industry. Aerosol fire suppression is recognized as one of the most effective and simple solutions in protecting enclosed areas such as electrical substations, transformers, switchboards, generator rooms, stores, machinery and equipment, engine compartments of vessels and automotive vehicles as well as many other risks from fires and associated damages.

This product is a self-contained unit that contains a condensed aerosol-based fire suppression system that suppresses and, in some cases, extinguishes fires in seconds. It is 6 to 10 times more effective than Halon 1301.

The extinguishing principle of condensed aerosol technology is unique, a special solid chemical when activated produces an aerosol which is the extinguishing medium itself. The extinguishing medium is not stored in a cylinder under pressure, it is produced in "REAL TIME" only when required. The aerosol is a mixture of gases and micron-sized solids compressed in block possessing gas-like distribution properties and long holding times. It does not remove oxygen, does not utilize super cooling gasses, is non-corrosive, is non-conductive, and is not harmful to the atmosphere.

This product boasts a reduction in water usage versus traditional suppression; quicker knockdowns equal reductions in the emission of environmental pollutants from burning; quicker, earlier knockdowns assists in the preservation of structural integrity; quicker, earlier knockdowns can preserve fire scenes for investigations of cause, origins, criminal activity; quicker knockdowns, less water usage, less fire, less smoke can significantly reduce insurance claims.

Attachments:

-Resolution

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Continental Congress provided that same day, by orders of their House, that their Declaration should be proclaimed aloud and published to the free citizens of the territories represented in their Congress; and

WHEREAS, the Continental Congress thus initiated a process that has created the Constitutions and state governments of our Union including the Constitution and government of the State of Wisconsin.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that we ask the Winnebago County Sheriff to read the document without further comment or speech. This event is intended for those present to hear the words of the Declaration as we begin to celebrate our Day of Independence.

Respectfully submitted by:

Committee Vote: **5-0**

Approved by the Winnebago County Executive this _____ day of _____, 2022.

Jonathan D. Doemel
Winnebago County Executive

1 80-062022

2
3 **RESOLUTION: Urging State Elected Officials to Use Anticipated 2021-2023 Budget**
4 **Surplus to Fund Rural Fire and Ambulance Emergency Services**

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

7 **WHEREAS**, Wisconsin is anticipated to have a budget surplus of \$3.8 billion in the fiscal period 2021-2023
8 according to the nonpartisan Legislative Fiscal Bureau estimates; and

9 **WHEREAS**, as a result of the anticipated surplus, Governor Evers has proposed a \$150 refund to every
10 Wisconsin resident; and

11 **WHEREAS**, the Winnebago County Board of Supervisors recognizes that emergency services in rural areas
12 around our State are struggling to keep up with rising costs; and

13 **WHEREAS**, it is expected that emergency services, such as ambulance and fire response, respond when
14 needed, but few understand the fiscal struggles many emergency service providers have faced over the last several
15 years in rural areas; and

16 **WHEREAS**, the current financing structure for public fire service comes from property taxes that includes
17 both in state residents and out-of-state property owners, while ambulance services are paid for by in state residents
18 alone; and

19 **WHEREAS**, the State has no greater responsibility than the safety of its people, and by using a small portion
20 of the surplus funds to assist these important rural service providers, the State could go a long way in securing the
21 safety of all who live, work, and vacation in Wisconsin.

22
23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 encourages the Governor, in conjunction with the State Legislators, to use a portion of the anticipated \$3.8 billion
25 surplus to fund Wisconsin's rural emergency services.

26
27 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it encourages our
28 elected State officials to allocate \$30 per resident to fund all public/government owned and operated ambulance
29 services and \$30 per resident to fund all non-governmental owned ambulance agencies serving a rural area covering
30 less than 15000 residents and \$20 per resident to fund volunteer fire departments, both in a pro-rata share based
31 upon population.

32
33 Respectfully submitted by:

34 **LEGISLATIVE COMMITTEE**

35 Committee Vote: **9-0**

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

38
39 Approved by the Winnebago County Executive this ____ day of _____, 2022.

40
41
42 _____
43 Jonathan D. Doemel
Winnebago County Executive

1 81-062022

2

3 **RESOLUTION: Amend Rules 11.6 and 9.15 of the Winnebago County Board of Supervisors**
4 **to Require the Physical Presence of Supervisors in the Officially**
5 **Designated County Board/Committee Meeting Physical Space to Cast**
6 **Votes**

7

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

9

10 **WHEREAS**, Rule 11.6 of the Winnebago County Board of Supervisors currently reads "All votes cast shall be
11 cast only if the Supervisor is present at his or her desk, unless the chair of the board or committee has designated that
12 the use of a remote session is permitted. If a remote option is permitted, the supervisor(s) attending remotely must have
13 a camera and microphone on and must be in the visible range of the camera and auditory range of the microphone; and

13

14 **WHEREAS**, Rule 9.15 of the Winnebago County Board of Supervisors currently reads "Remote Option: A
15 remote option allows supervisors to attend meetings remotely. The remote option requires the use of a device,
16 application, or combination thereof. The remote option grants supervisor(s) the ability to attend a board or committee
17 meeting as a regular voting member. The remote option requires that the public have equivalent access to remote
18 board member(s), that they would have had if said board member(s) was/were in physical attendance. The remote
19 option must allow the chair to mute all remote attendees and must allow supervisors the ability to identify themselves
20 wanting to speak during times that they have the privilege of speaking. Utilization of a remote option requires that
21 the chair or vice chair of the board or committee be physical present at a location that would be open to the public;
22 and

22

23 **WHEREAS**, Rules 11.6 and 9.15 in their current form have created significant controversy; and

23

24 **WHEREAS**, Rule 11.6 of the Winnebago County Board of Supervisors shall read "All votes cast shall be cast
25 only if the Supervisor is present at his or her desk in the officially designated county board/committee physical meeting
26 space; and

26

27 **WHEREAS**, Rule 9.15 of the Winnebago County Board of Supervisors shall read "Remote Option: A remote
28 option allows supervisors to attend meetings remotely. The remote option requires the use of a device, application,
29 or combination thereof. ~~The remote option grants supervisor(s) the ability to attend a board or committee meeting as~~
30 ~~a regular voting member.~~ The remote option requires that the public have equivalent access to remote board
31 member(s), that they would have had if said board member(s) was/were in physical attendance. The remote option
32 must allow the chair to mute all remote attendees and must allow supervisors the ability to identify themselves
33 wanting to speak during times that they have the privilege of speaking. Utilization of a remote option requires that
34 the chair or vice chair of the board or committee be physical present at a location that would be open to the public.

34

35 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
36 amends Rules 11.6 and 9.15 of the Winnebago County Board of Supervisors to Require the Physical Presence of
37 Supervisors in the Officially Designated County Board/Committee Meeting Physical Space to Cast Votes.

38

39 Respectfully submitted by:

40

41 **SUPERVISOR TOM EGAN, DISTRICT 33**

42

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

43

44 Approved by the Winnebago County Executive this ____ day of _____, 2022.

45

46

47

48

Jonathan D. Doemel
Winnebago County Executive

1 82-062022

2
3 **RESOLUTION: Requesting the State of Wisconsin Revise the Current Real Estate Transfer**
4 **Fee Revenue Sharing Formula**

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

7 **WHEREAS**, the collection by counties of a real estate transfer fee was mandated by the State of Wisconsin in
8 1969, and included a requirement that counties remit 50% of all transfer fees collected to the State; and

9 **WHEREAS**, in 1981 the State arbitrarily changed the transfer fee formula to now require counties to remit to the
10 State 80% of all transfer fees collected; and

11 **WHEREAS**, the County through the Register of Deeds office assumes the annual operating costs of
12 recording all real estate transfers occurring in Winnebago County, including the collection of real estate transfer fees;
13 and

14 **WHEREAS**, in 2021 Winnebago County collected \$3,519,549.00 in real estate transfer fees with the County's
15 20% retained share totaling \$703,909.80, and was required to remit 80% or \$2,815,639.20 to the State; and

16 **WHEREAS**, in 2021 the State of Wisconsin has built up a budget surplus of approximately \$2.5 billion
17 dollars, while many Wisconsin counties continue to struggle financially due to the ever-increasing costs of providing
18 county government services in an inflationary economy, coupled with the financial restrictions imposed by State
19 mandated levy limits; and

20 **WHEREAS**, in an effort to financially assist all Wisconsin Counties, Winnebago County requests that the State
21 of Wisconsin return the real estate transfer fee share formula to again allow Wisconsin Counties to retain 50% of all total
22 real estate transfer fees collected, with 50% to be remitted to the State.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the State of
24 Wisconsin is hereby requested to revise the real estate transfer fee share formula to again allow Wisconsin Counties
25 to retain 50% of all real estate transfer fees collected, with 50% to be remitted to the State.

26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of this resolution
27 is sent to Governor Tony Evers, all members of the State Legislature representing Winnebago County, the Wisconsin
28 Counties Association and all other Wisconsin Counties.

29
30 *Fiscal Note: This resolution has no fiscal impact at this time.*

31 Respectfully submitted by:

32 **LEGISLATIVE COMMITTEE**

33 Committee Vote: **9-0**

34 Respectfully submitted by:

35 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

36 Committee Vote: **4-0**

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

38
39 Approved by the Winnebago County Executive this ____ day of _____, 2022.

40
41
42 _____
43 Jonathan D. Doemel
Winnebago County Executive