

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, SEPTEMBER 20, 2022 @ 6:00 PM
FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE
415 JACKSON STREET, OSHKOSH, WISCONSIN
Via ZOOM**

To join this meeting via Zoom, use this link:

<https://us02web.zoom.us/j/86904391046?pwd=L0k3ek40Y2pudnN1SjU3TzA3K3dYQT09>

Passcode: W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 869 0439 1046

Passcode: 575051

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, September 20, 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

Pursuant to Rules 6.4, 8.1 and 10.1 of the 2022-2024 Rules of the Winnebago County Board Supervisors, the County Board Chairman shall limit all public comments to two (2) minutes.

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.
 - Notice of Claim:
 - Notice of Claim from employee Brian Kumbier for damage to his eye glasses while working
 - Resolutions from Other Counties:
 - Kenosha County – Resolution No. 22 "Resolution to Conduct Countywide Advisory Referendum on making the State of Wisconsin a 2nd Amendment Sanctuary State"
 - Lincoln County – Resolution No. 2022-07-24 "Resolution for Advisory Referendum Regarding Private Funding of Election Administration"
 - Oneida County – Resolution No. 86-2022 "Resolution to Insist Upon the Prohibition of the Use of Private Donations for the Purpose of Election Administration"
 - Oneida County – Resolution No. 87-2022 "Resolution to Request the State of Wisconsin Revise the Current Real Estate Transfer Fees Revenue Sharing Formula"
 - Price County – Resolution No. 28-22 "Resolution for Advisory Referendum Regarding Private Funding of Election Administration"
 - Taylor County – Resolution No. 22 "Resolution Regarding Private Funding of Election Administration"
 - Commendations:
 - Commendation for Elizabeth (Betty) DeHart
- Reports from Committees, Commissions & Boards
- Approval of August 16, 2022 Regular Session Board Proceedings
- County Executive's Report
 - Budget Introduction
 - Community Town Halls
 - ARPA Commission and Projects Update
- Approval of County Executive's Appointments to Commissions & Boards
 - Board of Adjustment – Tom Verstegen, Black Wolf
 - Fox Valley Workforce Development Board
 - Reappoints: Russ Haase, Aurora Health Care; Larry Lautenschlager, Winnebago Area Labor Council; and Jennifer Marks, Forward Services Corporation
 - Appointments: Kasey Borkenhagen, Oshkosh Corp; and Rob Kleman, Oshkosh Chamber
 - Omro Library Board – Supervisor Jeffrey Beem
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

- Report No. 001 – Troy A. Dederling, Town of Neenah
 - Amendatory Ordinance No. 09/01/22 – Rezoning from R-1 (Rural Residential) to A-2 (General Agriculture) for tax parcel no. 010-0090-13
- Report No. 002 – Teresa Blade, Town of Nepeuskun
 - Amendatory Ordinance No. 09/02/22 – Rezoning from A-2 (General Agriculture) to R-1 (Rural Residential) for tax parcel no. 014-0055-01-03
- Amendatory Ordinance No. 09/03/2022 – Multiple Property Owners, Town of Wolf River
 - Rezoning from A-1 (Agri-Business District) to A-2 (General Farming District) and A-3 (Small Farming District) for tax parcel nos. 032-0678-05, 032-0675, 032-0683, 032-0683-02, 032-0436, 032-0678-06, 032-0422, 032-0423-03, 032-0656, 032-0657, 032-0669-01, 032-0670, 032-0670-02, 032-0231, 032-0233, 032-0238, 032-0239, 032-0239-01, 032-0423-02, 032-0423-04, and 032-0678-02
- Amendatory Ordinance No. 09/04/22 – Teresa Blade, Town of Nepeuskun
 - Rezoning from Farmland Preservation Overlay and A-2 (General Farming District) to Non-Farmland Preservation Overlay and R-1 (Rural Residential) for tax parcel no. 014-0055-01-03
 - Rezoning from Farmland Preservation Overlay and A-2 (General Farming District) to Non-Farmland Preservation Overlay for parcel no. 014-0055-01-04
- Amendatory Ordinance No. 09/05/22 – Barb Rank Life Estate, Town of Utica
 - Rezoning from A-2 (Agricultural District) to RR (Rural Residential Recreational Mixed Use) for tax parcel no. 024-0030
- Amendatory Ordinance No. 09/06/22 – Matt Ziegenhagen, Town of Utica
 - Rezoning from A-2 (General Farming District) to RR (Rural Residential Recreational Mixed Use) for tax parcel no. 024-0243

RESOLUTIONS & ORDINANCES

- RESOLUTION NO 93-082022: Amend Rule 8.3 to Require that All Materials for Winnebago County Board Meetings and All Commission, Board, and Committee Meetings only be Delivered Electronically by the Winnebago County Clerk's Office to Winnebago County Board Supervisors
Submitted by:
MIKE NORTON, District 20
Considered by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
Vote Required: Two-Thirds of Those Members Present
- RESOLUTION NO. 95-092022: Commendation for Elizabeth "Betty" DeHart
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 96-092022: Disallow Claim of Mark Morgan
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 97-092022: Authorizing the Borrowing of an Amount not to Exceed \$6,000,000; and Authorizing the Issuance and Sale of General Obligation Promissory Notes Therefor
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote Required: Three-Quarters of Those Members Present
- RESOLUTION NO. 98-092022: Authorize the Addition of \$1,791,500 in Construction and Renovation Costs to the Grundman Boat Landing Capital Improvement Project, of which \$548,188 will be Funded with Either a Transfer from the Undesignated General Fund Balance, or with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Vote Required: Two-Thirds of Those Members Present

- RESOLUTION NO. 99-092022: Authorize Consecutive Beverage Pouring Rights Agreement between Winnebago County and Pepsi Bottling Group, LLC
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 100-092022: Approving a Winnebago County Parks Department Booking Policy for Winnebago County 4-H Program Events
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 101-092022: Approve Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport
Submitted by:
AVIATION COMMITTEE
Vote Required: Majority of Those Present
- ORDINANCE NO. 102-092022: Approve Amendments to Winnebago County General Code Chapter 21 – Airport Ordinance
Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Majority of Those Present
- RESOLUTION NO. 103-092022: Request Authorization to Accept Grant Funds in the Amount of \$10,000.00 from the Fox Wolf Watershed Alliance to Enroll 100 Acres of Cropland into Soil Health Conservation Systems with Farmers and Approve Attached Budget Transfer
Submitted by:
LAND CONSERVATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote Required: Two-Thirds of Those Members Present
- RESOLUTION NO. 104-092022: Create Rule 18.8 of the Winnebago County Board of Supervisors to Allow Any Member of Any Committee, Commission or Board to Vote Remotely Except for Any Meeting Involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders)
Submitted by:
MIKE NORTON, District 20
CHUCK FARREY, District 30
Considered by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
Vote Required: Two-Thirds of Those Members Present
- RESOLUTION NO. 105-092022: Amend Rule 10.2 of the Winnebago County Board of Supervisors to Limit the Time Supervisors May Speak on a Subject
Submitted by:
THOMAS EGAN, District 33
JUDICIARY & PUBLIC SAFETY COMMITTEE
Vote Required: Two-Thirds of Those Members Present
- RESOLUTION NO. 106-092022: Supporting Operation Green Light for Veterans
Submitted by:
VETERANS SERVICE COMMISSION
MICHAEL NORTON, District 20
Vote Required: Majority 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

**Regular Session
August 16, 2022**

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

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

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, AUGUST 16, 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, 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; ABSENT: 1 - Ellenberger

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

PUBLIC HEARING

The following people spoke in support or against items of concern:

- Supporting Resolution No. 85-082022 – Prohibiting the Use of Private Donations to Administer Elections:
 - Terry Rushing, Jennifer Koser, Len Kachinsky, and Sara Schurtzer
- Supporting Resolution No. 87-082022 – Declaring Winnebago County, Wisconsin a First Amendment Sanctuary:
 - Terry Rushing, Jordan Hanson, Jennifer Koser, Len Kachinsky, Sara Schurtzer
- Regarding Resolution 68-062022 -Voiced concern of the absence of a mother's room at the JP Coughlin Center
 - Karen Powers
- Opposition of Resolution No. 87-082022 – Declaring Winnebago County, Wisconsin a First Amendment Sanctuary
 - Steve Lenz and Bill Nelson
- Spoke in Regard to the Diversity Affairs Commission
 - Jared Longsine
- Supports Dissolution of Diversity Affairs Commission
 - Terry Rushing, Jennifer Koser and Sara Schurtzer
- Opposition of Resolution No. 89-082022 – Authorize Acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the Amount of \$63,089 to Support a Just Recovery Initiative for Communities Disproportionately Impacted by the Pandemic, by Structural Inequities, and for all Public Health Issues
 - Jennifer Koser

COMMUNICATIONS, PETITIONS, MEMORIALS, ACCOUNTS, COMMENDATIONS, ETC.

Julie Barthels, Deputy County Clerk, presented the following communications:

- Notice of Claim:
 - Notice of Claim from Mark Morgan for damages to his vehicle while driving on County Road G from road repair to replace a culvert was referred to the Personnel and Finance Committee.
- Resolutions from Other Counties:
 - Brown County – Resolution No. 22-093R "Resolution for Advisory Referendum Regarding Private Funding of Election Administration" was referred to the Legislative Committee.
 - St. Croix County – Resolution No. 25 (2022) "Resolution to Request State Revise the Current Real Estate Transfer Fees Revenue Sharing Formula" was referred to the Legislative Committee.
- Petition for Zoning Amendments:
 - 001 – Jerry VanLanen for Aylah Vaughn Homes, LLC c/o Todd Hutchinson, Town of Black Wolf, rezone from B-2 (Community Business) to B-3 (General Business) was referred to the Planning and Zoning Committee.
 - 002 – Teresa Blade, Town of Nepeuskun, rezone from A-2 (General Agriculture) to R-1 (Rural Residential) was referred to the Planning and Zoning Committee.
 - 003 – Troy A. Dederig, Town of Neenah, rezone from R-1 (Rural Residential) to A-2 (General Agriculture) was referred to the Planning and Zoning Committee.
- Commendation for Beth Biesinger

Motion by Supervisor Albrecht and seconded to approve the proceedings from the July 19, 2022 Winnebago County Board meeting. CARRIED BY VOICE VOTE.

REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS

Supervisor Norton reported on his trip to the NACo Conference in Adams County, Colorado. Supervisor Norton forwarded an e-mail and article from NACo News to the County Clerk's Office to forward on to all the Supervisors. He highlighted some of the topics and tours from the Human Services Committee. He reported on a book published by Mick Ebeling "Not Impossible: The Art and Joy of Doing What Couldn't Be Done" that he purchased at the conference.

Supervisor Norton requested that the Supervisors respond to a short survey from the Parks Department.

Supervisor Defferding reported on his trip to the NACo Conference in Adams County, Colorado. There were several presentations for the Justice and Public Safety Committee. One presentation was on Restorative Justice for Juvenile Delinquents. All the NACo resolutions that were presented, passed. He touched on how FEMA's flood insurance program by way of the Endangered Species Act could turn into the national flood insurance program being a federal regulatory body over county jurisdiction through the Endangered Species Act. Supervisor Defferding communicated with other supervisors from across the nation regarding committee sizing and how Winnebago County compares to their counties. The Wisconsin Counties Association has a power point presentation regarding committee right sizing. Jake Curtis, Attolles Law, will be doing a presentation at the Judiciary and Public Safety Committee meeting on September 12th at 6:00 p.m. at the Winnebago County Sheriff's Department.

Supervisor Binder informed the board that the Diversity Affairs Commission will be part of the UW-Extension Committee agenda on Thursday, August 18, 2022. He encourages supervisors to attend and give their opinions.

Supervisor Zastera provided committee updates for the Solid Waste Management Board and the Advocap Board of Directors.

Supervisor Gabert complimented the Winnebago County Airport Department staff for their hard work and dedication during the Experimental Aircraft Association fly-in this year.

COUNTY EXECUTIVE'S REPORT

Executive Doemel reported on the following topics:

- Hailey Fox Intern Report – Hailey Fox expressed her appreciation for the opportunity to be an intern for the County Executive's office. She will be attending the University of Milwaukee this fall.
- Employee Appreciation Event – Executive Doemel thanked the board for their approval to allow this event to happen. The response of people that will be attending has been phenomenal.
- NACo Annual Conference Report – Executive Doemel attended the NACo Conference in Adams County, Colorado. He provided highlights and takeaways from this event and how different things are across the country, but are still facing many of the same challenges.

COUNTY EXECUTIVE APPOINTMENTS

Aging and Disability Resource Center Committee

Executive Doemel asked for the board's approval of his re-appointment of Supervisors E. Michael Robinson and Mike Norton; and Harold Singstock, to the Aging and Disability Resource Center Committee. This term will expire August 31, 2025. Motion by Supervisor Farrey, seconded by Supervisor Defferding to accept.

Motion by Supervisor Dowling, seconded by Supervisor Stafford to vote on the appointments of these committee members separately. With this motion, Supervisor Farrey and Supervisor Defferding withdrew their motion. At the direction of the County Board Chairman, each member was voted on separately.

Motion by Supervisor Defferding, seconded by Supervisor Hinz to accept the appointment of Supervisor E. Michael Robinson. CARRIED BY VOICE VOTE.

Motion by Supervisor Poeschl and seconded to accept the appointment of Supervisor Michael Norton. Vote on Appointment: AYES: 21; NAYES: 14 – Dowling, Horan, Defferding, Nussbaum, Stafford, Robinson, Floam, Hinz, Hanson, Gustafson, Harrison, Zastera, Beem and Miller; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

Motion by Supervisor Farrey, seconded by Supervisor Albrecht to accept the appointment of citizen member, Harold Singstock. CARRIED BY VOICE VOTE.

ARPA Strategies and Outcomes Commission

Executive Doemel asked for the board's approval of his appointment of Tim Galloway, CEO of Galloway Industries, to the ARPA Strategies and Outcomes Commission. Motion by Supervisor Stafford, seconded by Supervisor Gustafson to adopt. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Egan reported that Supervisor Ellenberger was excused from this meeting.

Chairman Egan reported on his attendance at the County Board Chairman's Forum held in Wausau on July 28th and 29th. Attorney Andy Phillips spoke at this conference regarding open forums and Roberts Rules of Order. Other

items that were brought up at the conference: sales tax, size of County Boards, Opioid settlements, number of county board committees, showing respect to other members of the county board, and using county e-mail accounts.

Chairman Egan reported that the ARPA Commission met on July 9th. The next meeting is scheduled for September 13, 2022.

ZONING REPORTS AND ORDINANCES

- Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Ryan Koch, et al; Town of Omro and Town of Winneconne; for a zoning change from R-1 (Rural Residential) to A-2 (General Agriculture). Motion by Supervisor Hinz, seconded by Supervisor Floam to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 08/001/22 – A request to rezone from R-1 (Rural Residential) to A-2 (General Agriculture) for tax parcel nos. 016-0100, 016-0101, 016-0102, 016-0103, 030-1015-01, 030-1014 & 030-1014-01. Motion by Supervisor Farrey, seconded by Supervisor Cox to adopt. CARRIED BY VOICE VOTE.
- Report No. 002 – A report from the Planning and Zoning Committee regarding a requested zoning change from Joseph Norris, et al; Town of Black Wolf; for a zoning change from A-2 (General Agriculture) to R-1 (Rural Residential). Motion by Supervisor Farrey, seconded by Supervisor Stafford to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 08/002/22 – A request to rezone from A-2 (General Agriculture) to R-1 (Rural Residential) for tax parcel no. 004-0203. Motion by Supervisor Farrey, seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE.
- Report No. 003 – A report from the Planning and Zoning Committee regarding a requested zoning change from Danyelle Gabbert, et al; Town of Neenah to rezone from B-3/R-1 (Regional Business/Rural Residential) to A-2 (General Agriculture). Motion by Supervisor Farrey, seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 08/003/22 – A request to rezone from B-3/R-1 (Regional Business/Rural Residential) to A-2 (General Agriculture) for tax parcel no. 010-0196-02. Motion by Supervisor Zastera, seconded by Supervisor Gustafson to adopt. CARRIED BY VOICE VOTE.

The board took a five minute recess.

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 84-082022: Commendation for Beth Biesinger

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

WHEREAS, Beth Biesinger 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 extended to Beth Biesinger for the fine services she has rendered to Winnebago County.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the County Clerk send a copy of this Resolution to Beth Biesinger.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 85-082022: Prohibiting the Use of Private Donations to Administer Elections

WHEREAS, during Wisconsin's 2020 General Election a private, non-profit entity, the Center for Tech and Civic Life, furnished approximately \$8.5 million to five Wisconsin cities and an additional \$1.6 million to over 200 other Wisconsin municipalities; and

WHEREAS, by accepting these grants municipalities agreed to certain conditions related to election administration which directly impacted the procedures adopted by municipalities that were recipients of the grant funding while other municipalities that did not receive the grants did not implement the same measures; and

WHEREAS, by accepting these grants municipalities granted special access to voter data to agents of the special interest group, including the ability to manage municipal staff and special access to ballots; and

WHEREAS, voters need to be able to trust that their local election officials are acting in a non-partisan capacity and are not under the influence of private resources that might impact how an election is administered; and

WHEREAS, the ability to accept private funds for election administration can be used by any political party or special interest group to improperly influence the outcome of elections; and

WHEREAS, the ability of a privately-funded special interest group to participate in an election in this manner allows for circumvention of campaign finance laws and creates the appearance of unfairness in election administration; and

WHEREAS, in order to have a well-functioning election, voters need to have trust in the fairness of the process.
NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it prohibits the use of private donations from special interest groups, people, or other private entities by government for the purposes of election administration within Winnebago County.

Submitted by:
NATE GUSTAFSON, DISTRICT 28
CONLEY HANSON, DISTRICT 26
JUDICIARY & PUBLIC SAFETY COMMITTEE

Motion by Supervisor Gustafson, seconded by Supervisor Robinson to adopt.

Motion by Supervisor Horan, seconded by Supervisor Farrey to add "Winnebago County from" to line 23 after the word "prohibits". Vote on Horan Amendment: AYES: 18; NAYES: 17 – Borchart, Eisen, Wise, Albrecht, Gabert, Binder, Swan, Gordon, Ponzer, Poeschl, Zellmer, Schellenger, Buck, Powers, Cox, Youngquist and Nelson; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

After discussion, motion by Supervisor Gabert, seconded by Supervisor Floam to call the question. Vote on Call the Question: AYES: 28; NAYES: 7 – Nichols, Eisen, Wise, Poeschl, Norton, Schellenger and Buck; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

Motion by Supervisor Nichols to adjourn the meeting. This motion dies for lack of a second.

Vote on Resolution as Amended: AYES: 20; NAYES: 15 – Nichols, Borchart, Eisen, Wise, Binder, Gordon, Ponzer, Poeschl, Norton, Schellenger, Buck, Powers, Cox, Youngquist and Nelson; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

RESOLUTION NO. 86-082022: Authorize the Sheriff's Office to Accept a Reimbursement Grant of \$150,000 for Medication-Assisted Treatment Program from the Wisconsin Department of Justice Division of Law Enforcement Services, Comprehensive Opioid, Stimulant and Substance Abuse Site-based Program

WHEREAS, Winnebago County has seen an increase in substance use disorders adversely affecting lives; and
WHEREAS, this reimbursement grant will allow for the creation of Winnebago County's Medication-Assisted Treatment program; and

WHEREAS, the reimbursement grant will allow for direct purchase of requisite medication which is the backbone of the program, and associated training if needed; and

WHEREAS, the program will also assist individuals receiving medical treatment to obtain continued care and more treatment options post incarceration; and

WHEREAS, the program will help participants on a successful path to recovery after their release into the community; and

WHEREAS, the reimbursement grant must be used before July 31, 2023.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Office to accept a reimbursement grant of \$150,000 from Wisconsin Department of Justice, Division of Law enforcement Services, Comprehensive Opioid, Stimulant and Substance Abuse site-based program.

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

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

RESOLUTION NO. 87-082022: Declaring Winnebago County, Wisconsin a First Amendment Sanctuary

WHEREAS, the First Amendment of the United States Constitution states, "Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof; or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances"; and

WHEREAS, the Wisconsin State Constitution, Article 1 Section 3 states, "Every person may freely speak, write and publish his sentiments on all subjects, being responsible for the abuse of that right, and no laws shall be passed to restrain or abridge the liberty of speech or of the press"; and

WHEREAS, the Wisconsin State Constitution, Article 1 Section 4 states, "The right of the people to peacefully assemble, to consult for the common good and to petition the government, or any department thereof, shall never be abridged"; and

WHEREAS, the Governor of the State of Wisconsin, and all members of the Wisconsin State Legislature, each having been elected to their respective offices by the citizens of the State of Wisconsin, have each been duly sworn by the Oath of Office to uphold the United States Constitution and the Constitution of the State of Wisconsin; and

WHEREAS, the Winnebago County Board of Supervisors is elected to represent the people of the County and have been duly sworn by their oath of office to uphold the United States Constitution and the Constitution of the State of Wisconsin; and

WHEREAS, the Winnebago County Board of Supervisors wish to express its deep commitment to the freedoms enumerated in the Bills of Rights; and to express opposition to any order or law that would unconstitutionally restrict the rights of the citizens of Winnebago County; and

WHEREAS, the Winnebago County Board of Supervisors wish to express its intent to stand as a Sanctuary County for the Bill of Rights and the First Amendment; and to oppose, within the limits of the Constitutions of the United States and the State of Wisconsin, any efforts to unconstitutionally restrict such rights, and to use such legal means at its disposal to protect the citizens of Winnebago County to freely exercise their religion; to peaceably assemble; to freely engage in commerce; to free movement of persons; and any other individual liberty recognized as belonging to the People; and

WHEREAS, the means within the power of the Winnebago County Supervisors includes the power to initiate legal action, the power to petition for redress of grievances, the power to appropriate funding for the law enforcement of Winnebago County, ~~and the power to direct the employees of Winnebago County not to enforce any unconstitutional law or purported order.~~

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby declares Winnebago County, Wisconsin, as a First Amendment Sanctuary and expresses its intent to uphold the First Amendment and other clearly established rights of the people of Winnebago County, Wisconsin.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby expresses its intent that no Winnebago County funds will be used to restrict the First Amendment and other clearly established constitutional rights.

Submitted by:
NATE GUSTAFSON, DISTRICT 28
CONLEY HANSON, DISTRICT 26
JUDICIARY & PUBLIC SAFETY COMMITTEE

Motion by Supervisor Gustafson and seconded to adopt this resolution.

Motion by Supervisor Eisen and seconded to substitute the wording of Washington County's resolution for this resolution.

After discussion, motion by Supervisor Gustafson and seconded to call the question and have a recorded vote. Vote on Call the Question: AYES: 29; NAYES: 6 – Nichols, Poeschl, Norton, Schellenger, Buck and Harrison: ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

Vote on Substitution of Supervisor Eisen's Resolution: AYES: 16 – Nichols, Borchart, Eisen, Wise, Albrecht, Binder, Gordon, Ponzer, Poeschl, Norton, Schellenger, Buck, Powers, Cox, Egan and Nelson; NAYES: 19; ABSTAIN: 0; ABSENT: 1 – Ellenberger. FAILED.

Motion by Supervisor Gabert, seconded by Supervisor Harrison to call the question on original resolution. Vote on Call the Question: AYES: 20; NAYES: 15 – Dowling, Nichols, Borchart, Eisen, Wise, Stafford, Albrecht, Binder, Ponzer, Poeschl, Schellenger, Buck, Powers, Cox and Nelson; ABSTAIN: 0; ABSENT: 1 – Ellenberger. FAILED. (Required 2/3 of membership vote for passage)

After more discussion, motion by Supervisor Nichols and seconded to postpone this resolution indefinitely. Vote to Postpone: AYES: 20; NAYES: 15 – Dowling, Horan, Defferding, Nussbaum, Stafford, Gabert, Swan, Robinson, Floam, Hinz, Hanson, Gustafson, Farrey, Zastera and Miller; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

RESOLUTION NO. 88-082022: Authorize Acceptance of a Grant in the Amount of \$173,535 Covering the Fiscal Years 2022-2024 for a Lead Abatement Program in Winnebago County

WHEREAS, the Winnebago County Health Department has successfully partnered with the State Department of Human Services to apply for lead safe housing funding; and

WHEREAS, the funds from the State Lead Safe Housing Program (LSHP), the Housing and Urban Development Program (HUD) and the City of Oshkosh CDBG have afforded the Winnebago County Health Department the opportunity to fully fund a Lead Abatement Program coordinator position; and

WHEREAS, the Lead Abatement Program Coordinator will oversee and promote the use of HUD and LSHP funds to pay for lead abatement in homes where children reside. The funds will primarily target older homes (pre-1950), lower income occupants or tenants and residences that house children under the age of six; and

WHEREAS, the initial goal is to complete abatement in 15-30 homes during the grant period which runs through June 20, 2024. Additional funds are anticipated to be available during the renewal process.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes acceptance of a grant in the amount of \$173,535.00 covering the fiscal years 2022-2024 for a lead abatement program in Winnebago County.

Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 89-082022: Authorize Acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the Amount of \$63,089 to Support a Just Recovery Initiative for Communities Disproportionately Impacted by the Pandemic, by Structural Inequities, and for all Public Health Issues

WHEREAS, in the summer of 2021 the Winnebago County Health Department conducted key stake holder interviews to learn more about the impact of the pandemic and what aspects of the COVID response worked well; and

WHEREAS, using the information obtained from key stakeholder interviews, the Winnebago County Health Department applied for and was awarded the Mobilizing Community for a Just Response Grant (MC4JR).

WHEREAS, The MC4JR grant supports a just recovery initiative for communities impacted by the pandemic, structural inequities and public health issues. Specifically, the grant will support communities in their efforts to influence change and expand understanding of what creates health. Focus will be on building relationships, cultivating trust and implementing systems change as opposed to direct service provision.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the acceptance of the Mobilizing Community for a Just Response Grant (MC4JR) in the amount of \$63,089.00 to support a just recovery initiative for communities disproportionately impacted by the pandemic, structural inequities and public health, and approves the attached budget transfer for 2022.

Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Youngquist to adopt.

After discussion, motion by Supervisor Floam, seconded by Supervisor Stafford to call the question. Vote on call the question: AYES: 34; NAYES: 1 – Schellenger; ABSTAIN: 0; ABSENT: 1 – Ellenberger. CARRIED.

Vote on Resolution: AYES: 21; NAYES: 14 – Dowling, Horan, Defferding, Nussbaum, Stafford, Swan, Floam, Hinz, Hanson, Gustafson, Harrison, Zastera, Beem and Miller; ABSTAIN: 0; ABSENT: 1 – Ellenberger. FAILED. (This vote required 2/3 of members present)

RESOLUTION NO. 90-082022: Authorize Acceptance of a Public Health and Safety Team Grant (PHAST) in the Amount of \$148,102 to Develop a Rapid Response Initiative Aimed at Responding to Non-Fatal Overdoses and Preventing Overdose Deaths

WHEREAS, the Winnebago County Public Health Department received a grant from the CDC Foundation in the amount of \$148,102.00.

WHEREAS, the grant is intended to support a collaboration between the Winnebago County Health Department and the Oshkosh Fire Department to implement a toolkit which compliments a rapid response initiative aimed at responding to non-fatal overdoses and preventing overdose deaths.

WHEREAS, the grant is primarily pass-through funding to Solutions Recovery. Solutions Recovery will use a portion of the funds to cover the salary cost of a program supervisor for 6.5 months, wages for recovery coaches for 3 months in addition to purchasing program supplies and providing transportation assistance.

WHEREAS, the Winnebago County Health Department will use a portion of the funds to cover costs for training of recovery coaches and purchasing technology to create a data base for the program.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes acceptance of a Public Health and Safety Team Grant (PHAST) in the amount of \$148,102.00 to develop a rapid response initiative aimed at responding to non-fatal overdoses and preventing overdose deaths, and approves the attached budget transfer for 2022.

Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 91-082022: Authorize Payment of Excess Committee Days (April 1, 2021, through March 31, 2022)

WHEREAS, §59.13(2)(b), Wis Stats, provides that in counties with a population of 25,000 persons or more, the Board of Supervisors may, by a two-thirds vote of the members present, increase the number of days for compensation and mileage that may be paid in any year and fix the compensation for each additional day or portion thereof; and

WHEREAS, your undersigned Committee recommends that a per diem payment be made to those committee members who have committee days in excess of thirty (30) days for the period between April 1, 2021, through March 31, 2022.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a per diem compensation for persons serving on committees for more than thirty (30) days as is shown in the attached report, which is hereby made a part of this Resolution, for the period of April 1, 2021, through March 31, 2022.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Horan to adopt. The vote on this resolution should have been 2/3 or those members present, not by majority.

After discussion, motion by Supervisor Gordon, seconded by Supervisor Poeschl to call the question. CARRIED BY VOICE VOTE.

Vote on Resolution: CARRIED BY VOICE VOTE.

RESOLUTION NO. 92-082022: Petitioning the Secretary of Transportation for Airport Improvement Aid

WHEREAS, The Winnebago County, Wisconsin hereinafter referred to as the sponsor, being a municipal body corporate of the State of Wisconsin, is authorized by Wis. Stat. §114.11, to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport; and

WHEREAS, the sponsor desires to develop or improve the Wittman Regional Airport, Winnebago County, Wisconsin,

"PETITION FOR AIRPORT PROJECT"

WHEREAS, the foregoing proposal for airport improvements has been referred to the city plan commission for its consideration and report prior to council action as required by Wis. Stat. §114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and;

NOW, THEREFORE, BE IT RESOLVED, by the sponsor that a petition for federal and (or) state aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with federal and state aid or state aid only, in accordance with applicable state and federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:
Taxiway P Extension, East General Aviation Area Redevelopment, Construct Aviation Business Park Ramp, Reconstruct or Rehabilitate and widen Taxiway A and replace associated lighting and signs, Reconfigure, reconstruct or rehabilitate taxiways, taxiway connectors & associated lighting and signs, joint seal Runway 27 and Runway 36, Replace culverts under Runway 18/36, Reconstruct or rehabilitate Taxiway F and adjacent aprons, add lighting and signs, Taxiway P concrete panel replacement, Conduct USDA wildlife site visit, Terminal Area redevelopment, 2009 Oshkosh Striker Retrofit for self-contained AFFF Testing, ARFF Truck Replacement, Zoning code update, Land Acquisition reimbursement – Aviation Business Park, Taxiway reimbursement – Aviation Business Park, Construct new or expand existing snow removal equipment building, Airfield pavement maintenance, Airfield drainage improvements, Clear and maintain runway approaches as stated in Wis. Admin. Code Trans §55, and any necessary related work
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the sponsor by the Secretary; the sponsor will make available any additional monies that may be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the sponsor is required by Wis. Stat. §114.32(5) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the Federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

"DESIGNATION OF SECRETARY OF TRANSPORTATION AS SPONSOR'S AGENT"

THEREFORE, BE IT RESOLVED, by the sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such, in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport; and, to acquire property or interests in property by purchase, gift, lease, or eminent domain under Wis. Stat. §32.02; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by an agency of the federal government and to comply with all federal and state laws, rules, and regulation relating to airport development projects.

FURTHER, the sponsor request that the Secretary provide, per Wis. Stat. §114.33(8)(a), that the sponsor may acquire certain parts of the required land or interests in land that the secretary shall find necessary to complete the aforesaid project.

"AIRPORT OWNER ASSURANCES"

AND BE IT FURTHER RESOLVED, that the sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Wis. Admin. Code Trans §55, or in accordance with sponsor assurances enumerated in a federal grant agreement.

AND BE IT FURTHER RESOLVED THAT THE County Executive and County Clerk be authorized to sign and execute the agency agreement and federal block grant owner assurances authorized by this resolution.

Submitted by:
AVIATION COMMITTEE

Motion by Supervisor Gabert, seconded by Supervisor Poeschl to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 93-082022: Amend Rule 8.3 to Require that all Materials for Winnebago County Board Meetings and all Commission, Board, and Committee Meetings Only be Delivered Electronically by the Winnebago County Clerk's Office to Winnebago County Board Supervisors.

WHEREAS, Rule 8.3 currently reads: "This Agenda, along with appropriate attachments, shall be sent, mailed or made available, electronically posted and accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting."

WHEREAS, there is significant time and cost incurred by the Winnebago County Clerk's office to mail all materials to Winnebago County Board Supervisors for Winnebago County Board meetings and commission, committee and board meetings; and

WHEREAS, Rule 8.3 shall read:

8.3 This Agenda, along with appropriate attachments, shall be sent, ~~mailed or made available,~~ **to all supervisors electronically and with use of their Winnebago County iPad. It shall be electronically** posted and made accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting. **All materials for County Board meetings and all commissions, boards, and committees meetings shall only be delivered electronically to supervisors by the Winnebago County Clerk's office but can be mailed to citizen members.**

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Rule 8.3 of the Winnebago County Rules to read as follows:

8.3 This Agenda, along with appropriate attachments, shall be sent to all supervisors electronically and with use of their Winnebago County iPad. It shall be electronically posted and made accessible, emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting. All materials for County Board meetings and all commission, board, and committee meetings shall only be delivered electronically to supervisors by the Winnebago County Clerk's Office but can be mailed to citizen members.

Submitted by:
MIKE NORTON, DISTRICT 20

Motion by Supervisor Norton, seconded by Supervisor Poeschl to adopt.

Motion by Supervisor Eisen, seconded by Supervisor Nichols, to refer this resolution to the Judiciary and Public Safety Committee. Supervisor Norton requested that the Information Systems Committee be included with this meeting. Vote to Refer: CARRIED BY VOICE VOTE.

RESOLUTION NO. 94-082022: Authorize Electric and Natural Gas Underground Easement Between Winnebago County and Wisconsin Public Service

WHEREAS, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an easement for the installation of underground electric and natural gas utilities, operation, maintenance, repair, replacement and extension of electrical and natural gas lines on the Winnebago County Park View Health Center Training Facility grounds; and

WHEREAS, your undersigned Facilities and Property Management Committee believes that granting said easement is appropriate and necessary to provide electrical and natural gas service to the Training Facility; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes execution of the Electric Underground and Gas Easement Agreement between Winnebago County and the Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing electrical and gas service to the Park View Health Center Training Facility. Said Agreement is attached hereto and made a part of this Resolution herein by reference.

Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE

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

Motion by Supervisor Albrecht, seconded by Supervisor Gustafson to adjourn until the September 3, 2022 Special Orders meeting at 6:00 p.m. The meeting was adjourned at 10:25 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 August 16, 2022.

Julie A. Barthels
Winnebago County Deputy Clerk

1 93-082022

2
3 **RESOLUTION:** Amend Rule 8.3 to require that all materials for Winnebago County Board Meetings and all
4 commission, board, and committee meetings only be delivered electronically by the
5 Winnebago County Clerk's Office to Winnebago County Board Supervisors.
6
7

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

9 **WHEREAS**, Rule 8.3 currently reads: "This Agenda, along with appropriate attachments, shall be sent, mailed
10 or made available, electronically posted and accessible, emailed or otherwise deposited for delivery at least seven (7)
11 days before the Board meeting and must provide the supervisors with all necessary access information to attend
12 remotely if the remote option is invoked for said meeting."

13 **WHEREAS**, there is significant time and cost incurred by the Winnebago County Clerk's office to mail all
14 materials to Winnebago County Board Supervisors for Winnebago County Board meetings and commission, committee
15 and board meetings; and

16 **WHEREAS**, Rule 8.3 shall read:

17 8.3 This Agenda, along with appropriate attachments, shall be sent, ~~mailed or made available,~~ to all supervisors
18 electronically and with use of their Winnebago County iPad. It shall be electronically posted and made accessible,
19 emailed or otherwise deposited for delivery at least seven (7) days before the Board meeting and must provide the
20 supervisors with all necessary access information to attend remotely if the remote option is invoked for said meeting.
21 All materials for County Board meetings and all commissions, boards, and committees meetings shall only be delivered
22 electronically to supervisors by the Winnebago County Clerk's office but can be mailed to citizen members.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 amends Rule 8.3 of the Winnebago County Rules to read as follows:

25 8.3 This Agenda, along with appropriate attachments, shall be sent to all supervisors electronically and with
26 use of their Winnebago County iPad. It shall be electronically posted and made accessible, emailed or otherwise
27 deposited for delivery at least seven (7) days before the Board meeting and must provide the supervisors with all
28 necessary access information to attend remotely if the remote option is invoked for said meeting. All materials for
29 County Board meetings and all commission, board, and committee meetings shall only be delivered electronically to
30 supervisors by the Winnebago County Clerk's Office but can be mailed to citizen members.

31 **FISCAL NOTE:** No budget amendment is necessary. There will be some savings, in amounts not yet
32 determined, in postage and photocopying expense.
33

34 Respectfully submitted by:

35 **MIKE NORTON, DISTRICT 20**
36

37 Considered by:

38 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

39 Committee Vote: 0-5

40 Vote Required for Passage: two-thirds of those members present
41

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

43

44

45

46

Jonathan D. Doemel
Winnebago County Executive

1 **95-092022**

2
3 **RESOLUTION: Commendation for Elizabeth "Betty" DeHart**

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

7 **WHEREAS**, Elizabeth "Betty" DeHart has been employed with the Winnebago County Department of Facilities
8 & Property Management, for the past twenty-one years, and during that time has been a most conscientious and devoted
9 County employee; and

10 **WHEREAS**, Elizabeth "Betty" DeHart has now retired from those duties, and it is appropriate for the Winnebago
11 County Board of Supervisors to acknowledge her years of service.

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

15 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the County Clerk send a
16 copy of this Resolution to Elizabeth "Betty" DeHart.

17 Respectfully submitted by:

18 **PERSONNEL AND FINANCE COMMITTEE**

19 Committee Vote: **5-0**

20
21 Vote Required for Passage: **Majority**

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

24
25 _____
26 Jonathan D. Doemel
27 Winnebago County Executive
28

1 **96-092022**

2
3 **RESOLUTION: Disallow Claim of Mark Morgan**
4

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

6
7 **WHEREAS**, your Personnel and Finance Committee has had the claim of Mark Morgan referred to it for
8 review; and

9 **WHEREAS**, your Committee has investigated the claim and recommends it be disallowed by Winnebago
10 County.

11
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
13 of Mark Morgan, filed with the County Clerk on Mark Morgan, is hereby disallowed since there is no basis for liability
14 on the part of Winnebago County.

15
16 Submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **5-0**

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

20
21 Approved by the Winnebago County Executive this ____ day of _____, 2020.

22
23 _____
24 Jonathan D. Doemel
25 Winnebago County Executive

SUSAN T. ERTMER
County Clerk



Winnebago County

Office of the County Clerk

The Wave of the Future

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

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

NOTICE OF CLAIM

DATE: August 5, 2022

TO: Joel Luepke, Autumn Brueggemann and Joan Lowe

FROM: Sue Ertmer

RE: Claim from Mark Morgan for damages to his vehicle on County Road G from road repair that was done to replace a culvert.

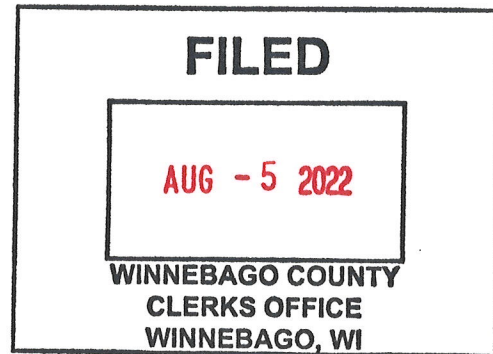
This claim will be presented to the county board at their August 16, 2022 board meeting and forwarded to the Personnel & Finance Committee for action.

Mark Morgan

N61W12773 Hemlock Ct.

Menomonee Falls, WI 53051

414-339-4701



On the night of Saturday July 10th, 2022 I was traveling west on County Rd G. At the base of the hill, a little past Cross Rd., the asphalt was cut perpendicular to the flow of traffic and an approximate 6' wide section of the road was removed. My speculation is this was done for the installation a drainage culvert that would run between the sides of the road.

With the removal of the asphalt, the road was temporarily repaired using traffic bond (very fine gravel). Over time, as cars traveled this section of road, this traffic bond material had been displaced. Unfortunately, this temporary fill was not maintained. The result was a 3.5" vertical wall forming an impact point. Two pictures taken the night of the accident are included showing this condition.

The car I was driving is a 2003 BMW Z4. The car is equipped with low profile tires that are 2.25" in height. The wheels/rims are original from the factory. The tire size is standard for the car and as received from the factory. The height/stance of the car has not been altered.

At the time of the impact I would estimate my speed at approximately 35 mph. The impact with the ledge destroyed tire bead on the front left tire. The left rear tire was also permanently damaged and the rim was instantly split into two parts. Photos of this rim are included.

I have a witness that was driving in front of me at the time of the impact. He would be happy to answer any question you may have as well as attest to the validity of this claim. His information is as follows:

Kenneth Beres

9076 Midway LN

Fremont, WI 54940

920-594-2589

An attempt was made to obtain more photos Monday July 12th. However, the road crews were there early that morning, and the problem area was repaired. I have included two photos, for what it's worth.

I am submitting for your review and consideration, for possible reimbursement, the receipts for the necessary repairs to the car. They include:

Replacement rim: \$397.51

(4) Tires mounted and alignment \$ 1107.36

I should also mention, the car was non drivable. Through personal contacts, I had access to a trailer. Therefore, I was able to coordinate transportation of the vehicle back to Menomonee Falls.

Thank you for your consideration with this matter.

Morgan, Mark

From: M Morgan <1997morgan@sbcglobal.net>
Sent: Thursday, August 4, 2022 7:37 AM
To: Morgan, Mark
Subject: Fwd: ECSTuning.com - Your Order has Shipped - 344-201-838

Sent from my iPhone

Begin forwarded message:

From: ECS Tuning E-Store <sales@ecstuning.com>
Date: July 18, 2022 at 1:42:15 PM CDT
To: 1997morgan@sbcglobal.net
Subject: ECSTuning.com - Your Order has Shipped - 344-201-838

The logo for ECS Tuning, featuring the letters 'ECS' in a large, stylized, italicized font, followed by the word 'TUNING' in a smaller, all-caps, sans-serif font.

Free Shipping on Orders \$49+

Order#

344-201-838

Hello Mark Morgan,

We have picked, packed, and shipped your order here at ECS Tuning! Below, you'll find the tracking information associated with this order. Please allow 24-48 hours for the carrier's tracking system to update so you can follow your shipment to your door.

Order Tracking Info:

Shipment Number: 1Z4045240398793923

TRACK SHIPMENT

Thank you again for choosing ECS Tuning as your source for maintenance and performance parts. We look forward to helping you with your next project.

If there is anything else we can help you with, don't hesitate to contact our Sales or Customer Service teams with any requests, questions, or improvements we can make for you.

Looking to make a return for an order you already received? Submit a Returns Request here:
[Online Returns.](#)

Cheers!
ECS Tuning

Shipment Details:

Shipping Address:
Mark Morgan
N61W12773 Hemlock Ct
Menomonee Falls, WI 53051
US



18" Style 107 Wheel - Priced Each

Qty: 1

\$397.51

Limited Qty Sale | ~~\$457.88~~

ES#: 64778 Mfg#: 36116758193

Total: \$444.68

Have Questions?

CALL US: 1.330.331.2003 LIVE CHAT: CONTACT US!

- [Your Garage](#)
- [Shop by Brand](#)
- [ECS News](#)
- [Schwabens Tools](#)
- [Alzor Wheels](#)



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•

Wittlin's Service

N92 W17387 ¹/₂ pleton Ave
Menomonee Falls, WI. 53051
Phone: 262-251-4670 Fax: 262-437-0009

INVOICE

186559

Org. Est. # 349318

Car Care Since 1907

INVOICE

Print Date : 07/22/2022

Morgan, Mark

2004 BMW - Z4 - 3L, In-Line6 (182CI) VIN(3)

Lic # : -

Odometer In : 66,514

Unit # :

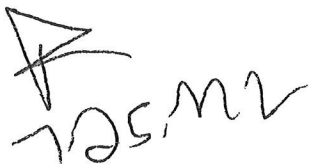
Odometer Out :

Home: 262-252-5050 Cellular: 414-339-4701

VIN # : 4U5BT5346 **3LT24191**

Cust ID : 5064

Part Description / Number	Qty	Sale	Extd	Labor / Description	Extd
VALVE STEM 1003	4.00	1.50	6.00	1	
Yokohama Tire, ADVAN APEX™ PERFORMANCE SUMMER 225/40R18/XL 92Y Y110160104	2.00	200.64	401.28	Mount 4 Tires, SAVE DAMAGED WHEEL FOR CUSTOMER Mount & computer spin balance 4 tires	60.00
Yokohama Tire, ADVAN APEX™ PERFORMANCE SUMMER 255/35R18/XL 94Y Y110160111	2.00	246.45	492.90	2 FOUR WHEEL ALIGNMENT	89.95
Shop Supplies			4.50		
				[Recommendations] L/F AND R/F WHEELS SCUFFED	



YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

1. I request an estimate in writing before you begin repairs _____
2. Please proceed with repairs, but call me before continuing if the price will exceed \$ _____
3. I do not want an estimate. _____

Payment will be made by ☐ Cash ☐ Check ☐ Credit ☐ Credit Card

[Payments -]

[Technicians :]

Motor vehicle repair practices are regulated by chapter ATCP 132 Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911

Do you want the replaced parts you are entitled to? ☐ Yes ☐ No

This vehicle received without face to face contact.

Shop Representative

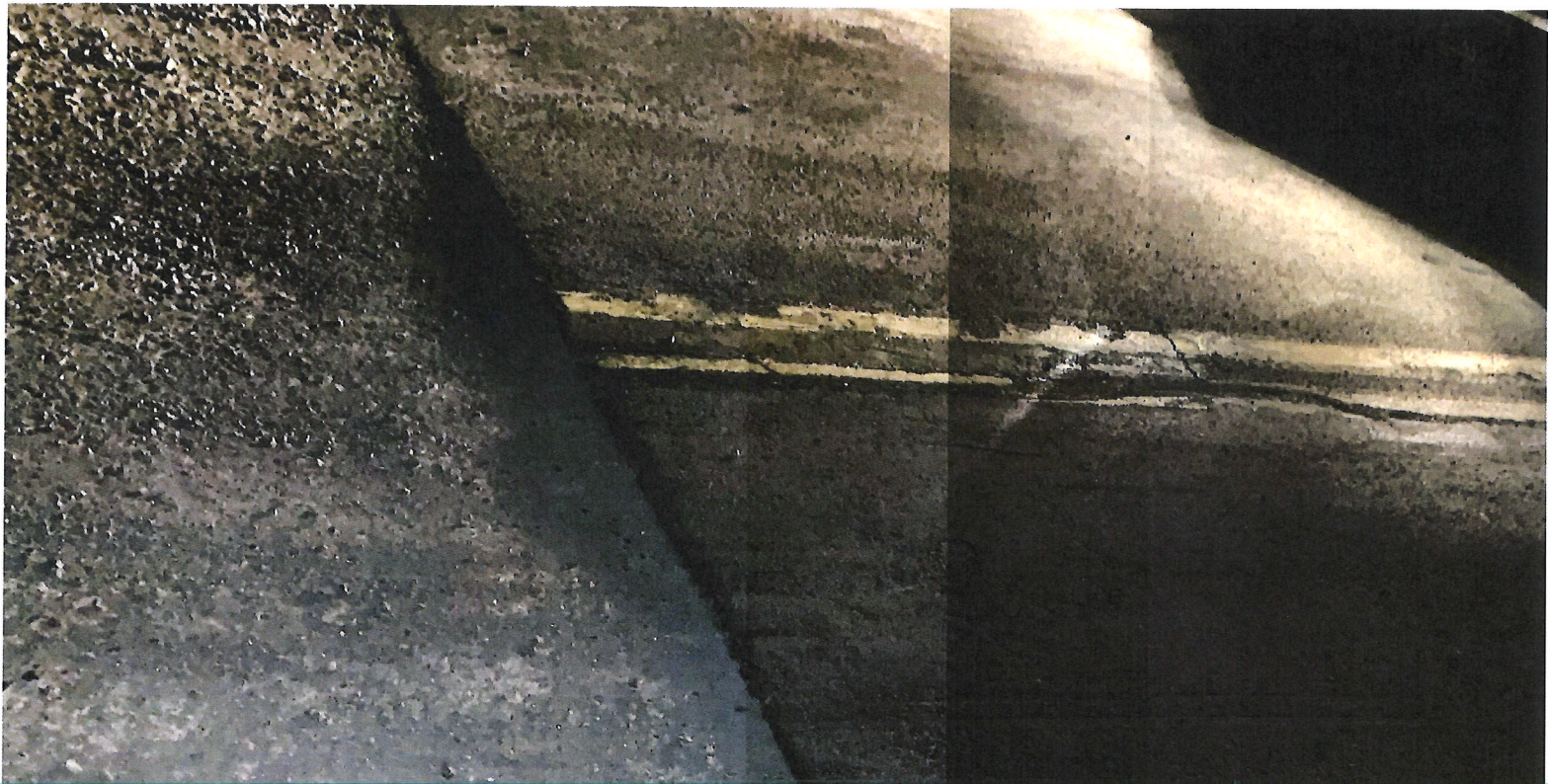
Having authority to do so I hereby order the above products and services, parts, and labor and grant permission to you and/or your employees to operate the vehicle described for the purpose of testing and/or inspection. I agree to pay cash when the work is completed or to pay on the other terms satisfactory to you. Until paid in full, the amount owing on this work shall constitute a lien on the motor vehicle. If collection is made by suit or otherwise, I agree to pay storage and collection and reasonable attorney's fees.

Customer Sign: _____

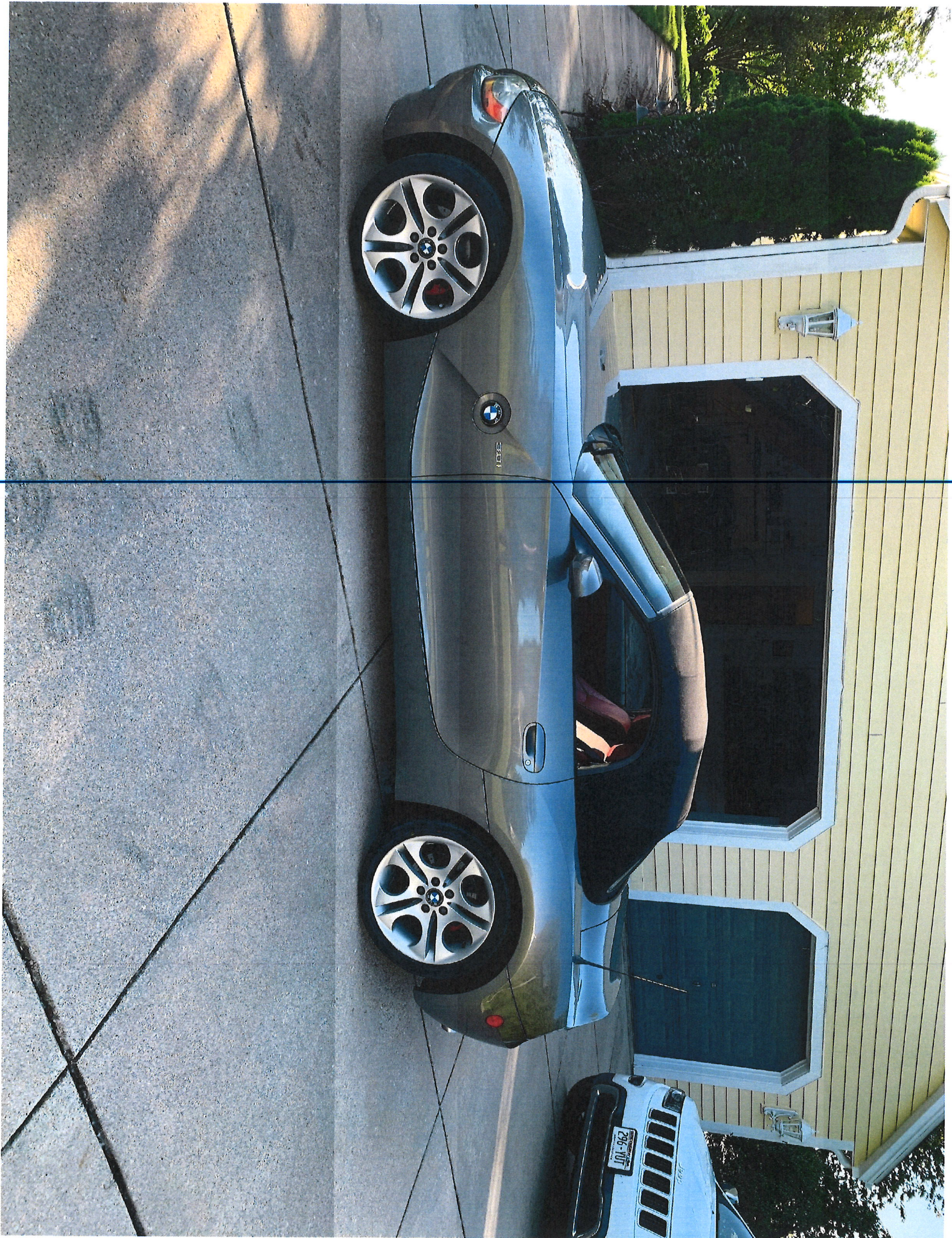
Date: _____

Visit us on the web : www.wittlins.comOur Email Address: WittlinsService@gmail.com

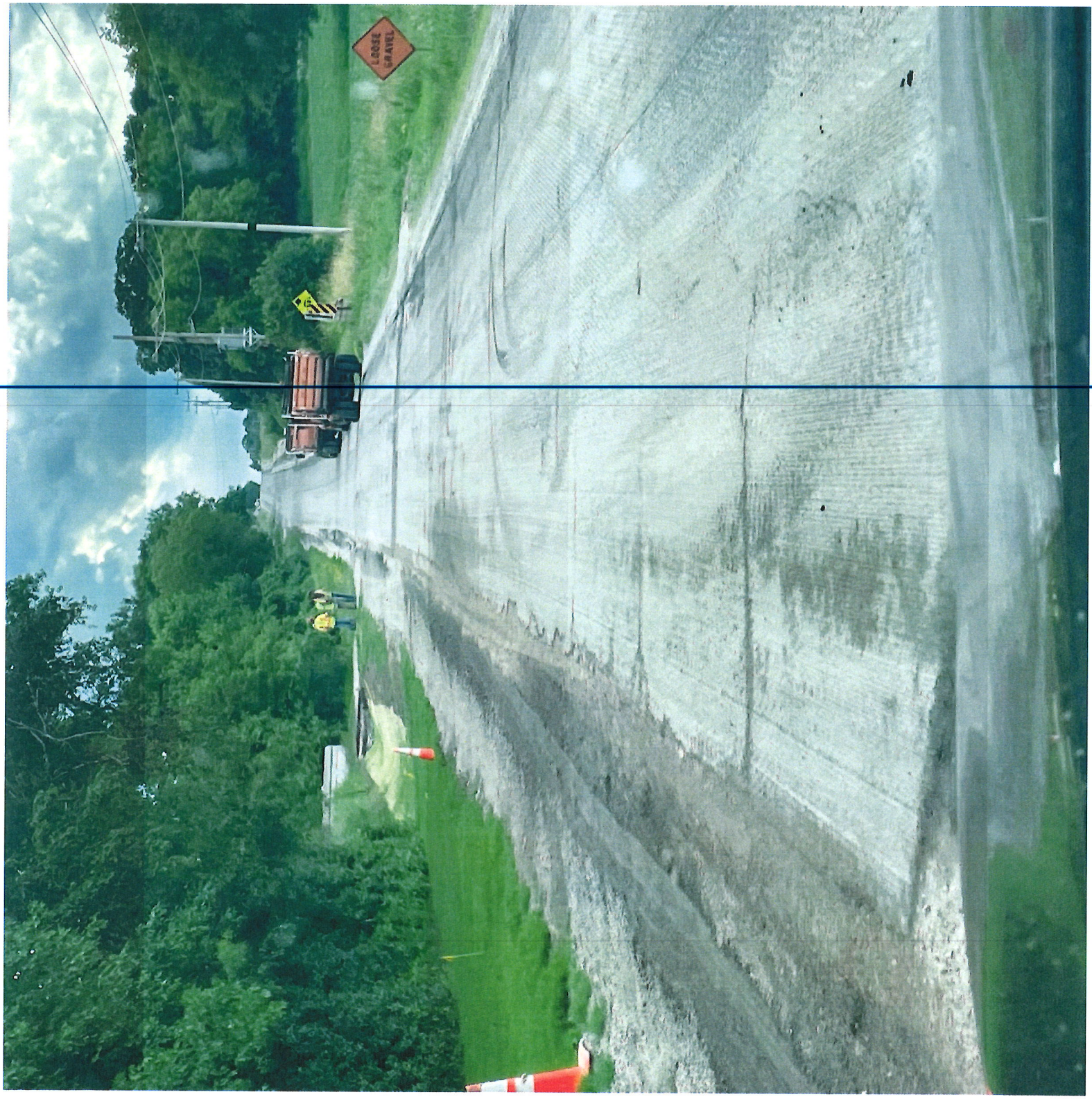
















1 97-092022

2
3 **RESOLUTION: Authorizing the Borrowing of an Amount not to Exceed \$6,000,000; and Authorizing the**
4 **Issuance and Sale of General Obligation Promissory Notes Therefor**
5
6

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

8 **WHEREAS**, the Winnebago County Board of Supervisors hereby finds and determines that it is necessary,
9 desirable and in the best interest of Winnebago County to raise funds for the purpose of paying the cost of
10 constructing, replacing, demolishing and improving roads and highways and airport hangar projects, including
11 associated aprons and taxiways (collectively, the "Project"), and there are insufficient funds on hand to pay said
12 costs; and

13 **WHEREAS**, the Winnebago County Board of Supervisors hereby finds and determines that the Project is
14 within the County's power to undertake and therefore serves a "public purpose" as that term is defined in Section
15 67.04(1)(b) of the Wisconsin Statutes; and

16 **WHEREAS**, counties are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to
17 borrow money and to issue general obligation promissory notes for such public purposes; and

18 **WHEREAS**, the Winnebago County Board of Supervisors hereby finds and determines that general
19 obligation promissory notes in the aggregate amount of not to exceed \$6,000,000 should be issued, and it is now
20 necessary and desirable to authorize their issuance and sale.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that:

22 Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be
23 borrowed pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum not to exceed SIX MILLION
24 DOLLARS (\$6,000,000).

25 Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby
26 authorized, empowered and directed to make, execute, issue and sell, on behalf of and in the name of the County,
27 general obligation promissory notes aggregating a principal amount not to exceed SIX MILLION DOLLARS
28 (\$6,000,000) (the "Notes"). The sale of the Notes shall be negotiated with Robert W. Baird & Co. Incorporated
29 ("Baird"), and the terms of the Notes, including the dating, interest rates, maturity schedule and other details with
30 respect to the Notes, shall be subject to approval by subsequent resolution of the Winnebago County Board of
31 Supervisors. There be and there hereby is levied on all the taxable property in the County a direct, annual tax in
32 such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

33 Section 3. Official Statement. The County Clerk shall cause an Official Statement concerning this issue to be
34 prepared by Baird. The appropriate County officials shall determine when the Official Statement is final for purposes
35 of Securities and Exchange Commission Rule 15c2-12 and shall certify said Statement, such certification to
36 constitute full authorization of such Statement under this Resolution.

37 Section 4. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the
38 Winnebago County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the
39 same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof
40 shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions
41 hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

42
43 Adopted and recorded this 20th day of September, 2022.
44

45 Respectfully submitted by:

46 **PERSONNEL & FINANCE COMMITTEE**

47
48 Committee Vote: _____
49

50 Vote Required for Passage: **Three-Quarters of those present**

51

52

53

54

Thomas J. Egan
Chairperson

55 ATTEST:

56

57 _____
Susan T. Ertmer
58 County Clerk

Jonathan D. Doemel
County Executive

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

60

61

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64

Jonathan D. Doemel
Winnebago County Executive



Winnebago County

County Board Meeting

September 20, 2022

Justin A. Fischer, Director

jfischer@rwbaird.com
777 East Wisconsin Avenue
Milwaukee, WI 53202
Phone 414.765.3827
Fax 414.298.7354

September 2022							October 2022							November 2022						
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S
				1	2	3							1			1	2	3	4	5
4	5	6	7	8	9	10	2	3	4	5	6	7	8	6	7	8	9	10	11	12
11	12	13	14	15	16	17	9	10	11	12	13	14	15	13	14	15	16	17	18	19
18	19	20	21	22	23	24	16	17	18	19	20	21	22	20	21	22	23	24	25	26
25	26	27	28	29	30		23	24	25	26	27	28	29	27	28	29	30			
							30	31												

AMOUNT OF BORROWING/STRUCTURE

Amount:	\$6,000,000
Issue Description:	General Obligation Promissory Notes
Project Funding:	Portion of Capital Projects approved by County Board
Term:	10 Year Repayment
Optional Redemption:	2030 and thereafter callable in 2029

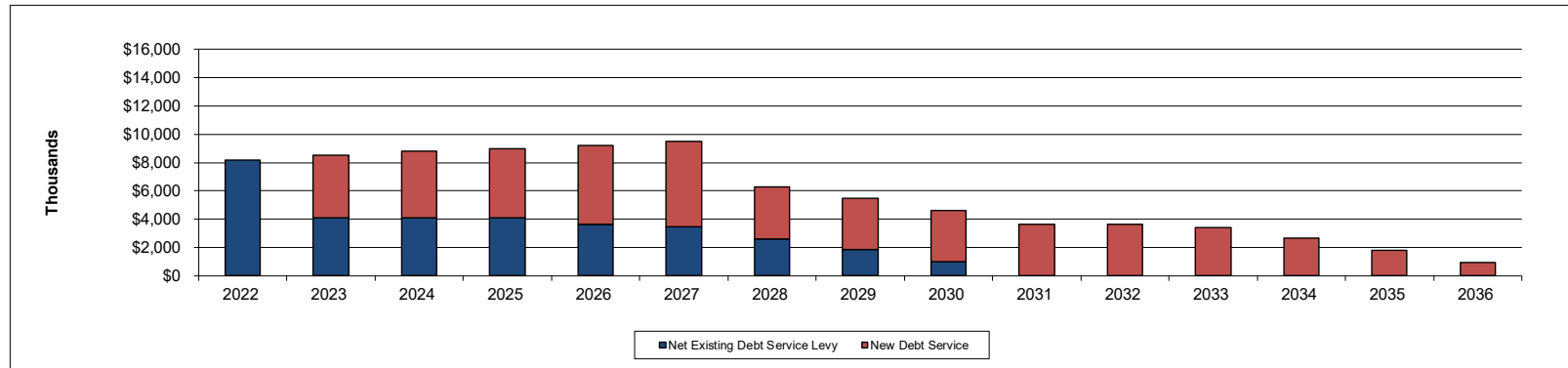
PROCEDURE

- Personnel and Finance ("P&F") Committee considers Plan of Finance..... September 1, 2022
- County Board considers P&F Committee recommendation and adopts Initial Resolution September 20, 2022
 - Baird and County staff prepare necessary information for issuance
 - ✓ Official Statement
 - ✓ Credit Rating (Moody's)
 - ✓ Marketing
- County Board adopts the Award Resolution October 18, 2022
- Settlement (funds available) November 10, 2022

Financing Illustration

LEVY YEAR	YEAR DUE	EXISTING DEBT SERVICE	EXISTING MILL RATE (A)	Levy Supported CIP \$6,000,000 General Obligation Promissory Notes Dated: November 10, 2022			Levy Supported Future Borrowings \$10,000,000 \$10,000,000 \$10,000,000 \$10,000,000 G.O. Notes G.O. Notes G.O. Notes G.O. Notes Dated: 10/1/23 Dated: 10/1/24 Dated: 10/1/25 Dated: 10/1/26				COMBINED DEBT SERVICE	COMBINED MILL RATE (A)	IMPACT OVER PRIOR YEAR	YEAR DUE
				PRINCIPAL (4/1)	INTEREST (4/1 & 10/1)	TOTAL	Est. AVG= 4.00%	Est. AVG= 4.00%	Est. AVG= 4.00%	Est. AVG= 4.00%				
		Actual Levy									Actual Levy			
2021	2022	\$8,197,000	\$0.54								\$8,197,000	\$0.54		2022
2022	2023	\$4,092,803	\$0.24	\$4,315,000	\$129,947	\$4,444,947					\$8,537,750	\$0.51	(\$0.03)	2023
2023	2024	\$4,085,028	\$0.24	\$160,000	\$66,720	\$226,720	\$4,486,600				\$8,798,348	\$0.51	\$0.00	2024
2024	2025	\$4,104,465	\$0.23	\$165,000	\$60,220	\$225,220	\$772,200	\$3,898,600			\$9,000,485	\$0.51	\$0.00	2025
2025	2026	\$3,644,153	\$0.20	\$170,000	\$53,520	\$223,520	\$769,800	\$850,100	\$3,717,300		\$9,204,873	\$0.51	\$0.00	2026
2026	2027	\$3,481,233	\$0.19	\$180,000	\$46,520	\$226,520	\$771,500	\$850,400	\$877,100	\$3,291,000	\$9,497,753	\$0.51	\$0.00	2027
2027	2028	\$2,607,075	\$0.14	\$185,000	\$39,220	\$224,220	\$772,200	\$849,700	\$876,600	\$933,700	\$6,263,495	\$0.33	(\$0.18)	2028
2028	2029	\$1,846,800	\$0.09	\$195,000	\$31,620	\$226,620	\$771,900	\$852,900	\$875,100	\$931,600	\$5,504,920	\$0.28	(\$0.05)	2029
2029	2030	\$984,750	\$0.05	\$200,000	\$23,320	\$223,320	\$770,600	\$850,000	\$872,600	\$933,400	\$4,634,670	\$0.23	(\$0.05)	2030
2030	2031			\$210,000	\$14,300	\$224,300	\$773,200	\$851,000	\$874,000	\$934,000	\$3,656,500	\$0.18	(\$0.05)	2031
2031	2032			\$220,000	\$4,840	\$224,840	\$769,700	\$850,800	\$874,200	\$933,400	\$3,652,940	\$0.17	(\$0.01)	2032
2032	2033						\$770,100	\$849,400	\$873,200	\$931,600	\$3,424,300	\$0.16	(\$0.01)	2033
2033	2034							\$851,700	\$875,900	\$933,500	\$2,661,100	\$0.12	(\$0.04)	2034
2034	2035								\$877,200	\$929,100	\$1,806,300	\$0.08	(\$0.04)	2035
2035	2036									\$933,300	\$933,300	\$0.04	(\$0.04)	2036
		\$33,043,305		\$6,000,000	\$470,227	\$6,470,227	\$11,427,800	\$11,554,600	\$11,593,200	\$11,684,600	\$85,773,732			

(A) Mill rate based on 2021 and 2022 Equalized Valuations (TID-OUT) of \$15,082,216,100 and \$16,793,519,300 respectively, with 2.50% annual growth thereafter.



1 98-092022

2 **RESOLUTION:** Authorize the addition of \$1,791,500 in construction and renovation costs to the
3 Grundman Boat Landing Capital Improvement Project, of which \$548,188 will be
4 funded with either a transfer from the undesignated general fund balance, or with
5 an advance from the general fund to be reimbursed with a subsequent bond
6 issue.

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

9 **WHEREAS**, improvements and renovations to the Grundman Boat Landing seek to address limited parking
10 space, site safety, security and lack of amenities; and

11 **WHEREAS**, the Winnebago County Parks Department 2022 – 2026 Capital Improvement Plan calls for
12 renovations and improvements to the Grundman Boat Landing in 2023; and

13 **WHEREAS**, the Winnebago County Board has previously approved a capital improvement project with
14 \$185,000 in planning, design, and permitting costs for the Grundman Boat Landing improvements; and

15 **WHEREAS**, Winnebago County Parks Department now requests the approval of construction and renovation
16 expenses in the amount of \$1,791,500 to be added to the Grundman Boat Landing project; and

17 **WHEREAS**, the Winnebago County Parks Departments received grant funds in the amount of \$400,000 from
18 the Fox River/Green Bay Natural Resource Trustee Council and \$843,312 from the Wisconsin Department of Natural
19 Resources.

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 authorizes the addition of \$1,791,500 in construction and renovation costs to the Grundman Boat Landing Capital
22 Improvement Project, of which \$548,188 will be funded with either a transfer from the undesignated general fund
23 balance, or with an advance from the general fund to be reimbursed with a subsequent bond issue, with the
24 remainder to be funded through outside sources.

25
26 ***Fiscal Impact:*** \$1,791,500 in additional spending will be authorized for the project, of which a portion will be funded
27 through outside sources, and the Winnebago County portion of \$548,188 will either reduce the undesignated fund
28 balance or will be funded through a bond issue.

29 Respectfully submitted by:

30 **PARKS & RECREATION COMMITTEE**

31 Committee Vote: 5-0

32 Respectfully submitted by:

33 **PERSONNEL & FINANCE COMMITTEE**

34 Committee Vote: 5-0

35
36 Vote Required for Passage: Two-Thirds of those present

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

38
39 _____
40 Jonathan D. Doemel
41 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: AUGUST 22, 2022
TO: WINNEBAGO COUNTY BOARD
FROM: DIRECTOR OF PARKS AND EXPO CENTER
RE: GRUNDMAN BOAT LANDING IMPROVMENTS/RENOVATION – PROJECT REQUEST

General Description: The Winnebago County Parks Department is requesting funds to construct the Grundman Boat Landing capital project that is listed within the 2022 – 2026 Capital Improvement Plan.

Requested Action:

Authorize the Winnebago County Parks Department to execute the Grundman Boat Landing improvement and renovation project in the amount of \$1,791,500 with Winnebago County providing \$548,187.50 to be funded with either a transfer from the undesignated general fund balance, or with a subsequent bond issue.

Procedural Steps:

Parks and Recreation Committee	Meeting date: 8/22/22
Action taken:	Vote: 5-0
Personnel and Finance Committee	Meeting Date: 9/1/22
Action Taken	Vote: 5-0
County Board	Meeting Date: 9/20/22
Action Taken	Vote:

Background:

Beginning in December of 2020, the Parks Department began the master plan process for the Grundman Boat Landing. A community wide survey and public input session was held in 2021. Then in early 2021 the final concept and probable cost estimate was designed and finalized. The master plan and final concept plan for the Grundman Boat Landing were aimed at solving several issues. These issues are included below.

Number of Parking Spaces and Staging Areas – The current parking situation is insufficient. There are many days throughout the season where the parking lot is full and users are required to park on Grundman Lane or undesignated parking spots. There is also not a lot of room for staging or cleaning off your boat without being in the way of other users or blocking parking/launching spaces.

Boat Launch Space – Additional boating launches will be needed with the expansion of the parking area. The breakwater will be expanded to accommodate the extra launch space and floating dock.

Safety – The current layout makes it unsafe for users to retrieve their boat. Some parking spaces require users to back up as far as 550 feet in order to retrieve their boat from the landing. This is an unsafe maneuver.

Security – Improved and better lighting is needed in order to keep the area visible and safe for users and the neighboring homes. A security camera system will be considered with this project as well.

Bathroom Facility – Due to the amount of use at this landing, the parks department feels a bathroom facility is needed similar to the Black Wolf Boat Landing.

Additional Improvements and Users – This county parks property should be utilized for all users. Adding an ADA Kayak Launch, small shelter, floating dock, and enhanced walking trail will enhance this park property for all users. The goal for all of our park areas should be to increase access and to be as equitable as possible for all of Winnebago Counties residents.

In 2021, the Parks Department received a \$400,000 grant from the Fox River/Green Bay Natural Resource Trustee Council. The County Board approved \$185,000 for engineering, design, and permitting services in February of 2021. Then in August of 2022 the Parks Department was awarded an \$843,312.50 grant from the WI DNR Recreational Boating Fund grant. The goal would be to finalize designs over the next few months and release the project for public bidding in December of 2021 or January of 2022. The plan would be for construction to begin in the spring of 2022 and finish in July.

Project To-Date Timeline

- December 2020 – January 2021 – Public Input Survey was Conducted
- January 25, 2021 – Parks Department hosted a Public Input Session
- February 2021 – Finalized Master Plan and Cost Estimate for the Grundman Boat Landing
- Throughout 2021 – The Parks and Recreation Committee Discussed and Prioritized the 2022 – 2026 Capital Improvement Plan
- December 2021 – NRDA Approved a Grant for Winnebago County in the Amount of \$400,000
- February 2022 – Winnebago County Board approved \$185,000 for planning, design, and permitting of the Grundman Boat Landing.
- June 2022 – Parks Department staff submitted permitting and a grant request to the WI DNR.
- August 2022 – Parks Department was preliminarily awarded a grant from the WI DNR in the amount of \$843.312.50

Proposed Project Timeline

- October 2022 – WI State Joint Finance Committee Passive Review of Grant
- September - January 2022 - Final Engineering, Create Bid Documents, and release project for bids.
- Spring/Summer 2023 - Construction

Project Budget

EXPENSE

Planning, Design, and Permitting -	\$185,000 (ALREADY APPROVED FUNDS)
Construction -	\$1,791,500
TOTAL -	\$1,976,500

FUNDING SOURCES

NRDA GRANT -	\$400,000 (SECURED FUNDING NOV 2021)
WI DNR GRANT REQUEST -	\$843,312.50
COUNTY ENGINEERING -	\$185,000 (ALREADY APPROVED FUNDS)
COUNTY CONSTRUCTION -	\$548,187.50
TOTAL -	\$1,976,500**

**In total the County is paying for 37% of the project. 63% of the project are coming from grants.

Attachments:

- Concept Design for the Grundman Boat Landing
- Opinion of Probable Construction Costs – GRAEF Engineering
- \$400,000 Grant Award Notice from the NRDA
- WI DNR Grant Project Rankings

1 **99-092022**

2 **RESOLUTION: Authorize Consecutive Beverage Pouring Rights Agreement between**
3 **Winnebago County and Pepsi Bottling Group, LLC**

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

7 **WHEREAS**, Pepsi Bottling Group, LLC (hereinafter referred to as “Pepsi”) desires to enter into a
8 consecutive beverage pouring rights agreement with Winnebago County whereby Pepsi would to be the
9 official beverage of the Winnebago County Parks Department as has previously been the case since 2006
10 and would thereby be provided with exclusive sales and advertising rights at predetermined Parks
11 properties; and

12 **WHEREAS**, pursuant to this agreement, Lessees of Parks properties would agree to sell
13 exclusively Pepsi beverage products at events which they sponsor; and

14 **WHEREAS**, pursuant to this agreement, Pepsi would be granted rights allowing it to install and
15 maintain soda vending machines at predetermined Parks properties; and

16 **WHEREAS**, in exchange for both its financial and material support, Winnebago County would
17 extend to Pepsi certain promotional privileges including the right to post specified advertising related
18 materials at predetermined Parks properties; and

19 **WHEREAS**, in conjunction with this agreement, Pepsi would annually pay Winnebago County a
20 support payment of \$2,000.00, as well as a compensatory sum based upon the total amount of beverage
21 cases sold at Parks properties, multiplied by the beverage case commission rate applicable within any
22 given year over the term of the agreement;

24 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it
25 hereby authorizes the Winnebago County Executive and Winnebago County Clerk to enter into an
26 agreement with Pepsi for beverage pouring rights at predetermined Parks properties which shall run
27 through July 31, 2027 and shall contain those major terms described above. A copy of the
28 aforementioned agreement is attached hereto and incorporated herein for reference.

30 **Fiscal note:** *No budget transfer is necessary. The agreement will produce revenue of approximately \$8,500*
31 *annually during the five-year term.*

34 Respectfully Submitted by,
35 **PARKS & RECREATION COMMITTEE**

36 Committee Vote: 5-0

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Respectfully Submitted by,

PERSONNEL & FINANCE COMMITTEE

Committee Vote: 5-0

Vote Requirement for Passage: **Majority**

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

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: August 22, 2022
FROM: Parks and Expo Director
RE: Pepsi 5 Year Contract 2022 - 2027

General Description: The Parks Department is interested in entering into a contract with Pepsi for exclusive rights to sell Pepsi on Park property.

Requested Action:

The Parks Department recommends that the Parks and Recreation Committee approves the 5-year agreement between Pepsi and the Winnebago County Parks Department.

Procedural Steps:

Parks and Recreation Committee	Meeting date: 8/22/22
Action taken:	Vote: 5-0
Personnel and Finance Committee	Meeting Date: 9/1/22
Action Taken	Vote: 5-0
County Board	Meeting Date: 9/20/22
Action Taken	Vote:

Background:

In May of 2021 the Winnebago County Board approved a contract between Pepsi and Winnebago County. Unfortunately, the agreement was never officially signed. Parks staff and Pepsi have worked to modify the agreement slightly providing more funds for the County.

Justification:

Entering into an agreement with Pepsi provides revenue for the Parks Department. Pepsi has worked with our promoters for many years and provides great service. Pepsi would increase their annual donation from \$1500/year to \$2000/year in years 1 and 2 and \$2500 in years 3, 4, and 5. Also, the price of their products has been decreased making it more affordable for our promoters. The only other difference from the 2021 contract is that instead of a 4% cap, there is a 5% cap for Pepsi yearly increases.

Attachments:

- 2022 – 2027 Agreement between Pepsi and Winnebago County
- Resolution to Approve the agree between Pepsi and Winnebago County.

BEVERAGE SALES AGREEMENT Winnebago County Parks Department

This sets forth the agreement (“**Agreement**”) between Bottling Group, LLC, a Delaware limited liability company, and its affiliates and/or respective subsidiaries collectively comprising **Pepsi Beverages Company** with an office located at 325 W 20th Avenue, Oshkosh, WI 54902 (“**Pepsi**”) and **Winnebago County Parks Department**, with the principal place of business at 625 E County Road Y, Suite 500, Oshkosh, WI 54901. (the “**Customer**”) relating to the purchase by the Customer from Pepsi of the Products. The support described below is in lieu of any other discounts, allowances or rebates to which the Customer might otherwise be entitled from time to time.

Definitions

As used in this Agreement, the following capitalized terms shall have the respective meanings assigned thereto below.

“**Beverage**” or “**Beverages**” means all carbonated and non-carbonated, non-alcoholic drinks, however dispensed, including but not limited to, (i) colas and other flavored carbonated drinks; (ii) fruit juice, fruit juice containing and fruit flavored drinks; (iii) chilled coffee drinks; (iv) chilled tea products; (v) hypertonic, isotonic and hypotonic drinks (sports drinks and fluid replacements); (vi) energy drinks, (vii) packaged carbonated or still water (including spring, mineral or purified), (viii) liquid concentrate teas (“**LCT**”), (ix) frozen carbonated and non-carbonated beverages (“**FB**”), and (x) any future categories of nonalcoholic beverage products that may be distributed by Pepsi.

“**Gallons**” shall mean the number of gallons of the Post mix Products purchased by the Customer from Pepsi.

“**Outlets**” shall mean the existing Customer facilities operated under the trademarks as listed in attached and shall include any restaurant, outlet or other facility in the Customer’s system that may be opened or acquired by the Customer under those trademarks during the Term. In the event that Customer acquires, owns or operates facilities under a different concept and/or trademark during the Term, Customer will purchase Products pursuant to the terms of this Agreement for service in such facilities, which will be considered Outlets under this Agreement. In the event that new Outlets are added during the Term of this Agreement, the parties shall create an updated addendum and attach it hereto. The Outlets shall include the parking garages or other Customer-owned/controlled/operated surrounding areas located at or within those facilities.

“**Post mix Products**” shall mean Beverages used to create and dispense fountain beverages and/or frozen carbonated and non-carbonated beverages. A current list of Pepsi’s Post mix Products is listed in attached Exhibit B which may be amended by Pepsi from time to time.

“**Products**” shall mean Post mix Products only.

“**Year**” shall mean each 12-month period during the Term commencing on the first day of the Term or an anniversary thereof.

1. **Term**

The term of this Agreement shall commence on **August 1, 2022** and expire upon the later of **July 31, 2027**, or at such time as Customer’s collective purchases of Products meets or exceeds a volume threshold (the “**Volume Threshold**”) of **8,500 cases of 20 ounce bottled products** (the “**Term**”). For the purposes of measuring the Volume Threshold only, 1 Case of Packaged Product shall be deemed equal to 1 Gallon of Post mix Product. Thus, in the event the Volume Threshold is not met on or before the date indicated above, then the Term shall automatically extend for the period of time necessary until the Volume Threshold has been met (the “**Automatic Extension**”). Except for applicable Marketing Support Funds, which may be earned during the Automatic Extension, Pepsi shall not provide any other consideration to Customer. When fully executed, this Agreement will constitute a binding obligation of both parties until expiration or termination.

2. **Scope**

(A) **Exclusive Pouring Rights**

During the Term of this Agreement Pepsi shall have the exclusive right to make all Beverages (including Fountain Products and Packaged Products) available for sale and distribution within the Customer’s Outlets, including at all locations located within the Outlets where Beverages are sold and catering operations for Customer or its Outlets. Accordingly, the Products shall be the only Beverages of their respective type sold, dispensed or served anywhere at the Outlets, and Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for such Products directly and exclusively from Pepsi.

(B) **Ancillary Products**

During the Term, Customer will cause the purchasing representative for each of the Outlets to purchase all its respective requirements for carbon dioxide and branded disposable cups (“**Ancillary Products**”) exclusively from Pepsi.

(C) **Advertising Rights**

Pepsi may advertise and promote its Products in and with respect to the Customer and its Outlets upon mutually agreed to terms and conditions.

3. **Performance**

This Agreement, including all of Pepsi’s support to the Customer as described below, is contingent upon the Customer complying with all of the following performance criteria:

- (A) **Exclusivity.** The Products shall be the exclusive Beverage of their respective types sold, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted at or in connection with the Outlets by any method or through any medium

whatsoever (including without limitation print, broadcast, direct mail, coupons, handbills, displays and signage), whether public or private. In no event shall there be served, dispensed or otherwise made available, or in any way advertised, displayed, represented or promoted, beverage products licensed by, or produced by bottlers licensed by, The Coca-Cola Company or any affiliate thereof, or any other supplier of competitive nonalcoholic Beverages.

- (B) **Product Mix.** The Customer represents that it shall purchase and shall cause its Outlets to purchase Products exclusively from Pepsi and that it shall use reasonable efforts to maintain a mix of both Postmix Products and Packaged Products at each of the Outlets throughout the Term.
- (C) **Fountain Products.** The Customer shall only use the Postmix Products for use in preparing the fountain beverage products (the “*Fountain Products*”): in accordance with the standards established by Pepsi; and (ii) only for immediate or imminent consumption and shall not resell the Postmix Products either to nonaffiliated outlets or to consumers in any form other than the Fountain Products.
- (D) **Brand ID.** The Customer shall have appropriate brand identification, as identified by Pepsi, for each Product served on all menus (including catering), menu boards and postmix dispensing valves at each of the Outlets throughout the Term.
- (E) **Changes in Outlet(s).** The Customer agrees that it shall promptly notify Pepsi, in writing, of each new Outlet which is opened or acquired during the Term, as well as of any Outlet which is closed, sold or otherwise disposed of during the Term so that the parties may promptly update **Error! Reference source not found.**
- (F) **Minimum SKU Requirement.** At all times during the Term, the Customer agrees to mandate the distribution of a minimum of the following skus of Products, as applicable, at each of the Outlets (“*Required SKUS*”). The Required SKUs shall be determined as follows:
20oz Bottles – Gatorade – 20oz Aquafina water and a variety of 20oz Soda and Tea

4. Consideration

In consideration of the exclusive rights granted to Pepsi by Customer over the Term of this Agreement, and provided Customer is not in breach of this Agreement, Pepsi shall provide Customer with the following:

(A) Marketing Support Funds. Each Year throughout the Term, Pepsi shall calculate the total number of Cases of Packaged Products and Gallons of Postmix Products purchased by each of the applicable Outlets from Pepsi pursuant to this Agreement, and shall provide the Customer with marketing support funds calculated based on applicable amounts set forth below (the “*Marketing Support Funds*”). The Marketing Support Funds, if applicable, shall be paid by Pepsi within sixty (60) days of the end of each applicable Year during the Term. In the event that any Outlet is closed during the Term of this Agreement, Pepsi agrees to provide Customer with all Marketing Support Funds accrued on behalf of that applicable Outlet as of the time of closing,

provided that such Outlet was in full compliance with the terms and conditions of this Agreement.

Marketing Support Funds Amount	Applicable Products
<i>\$3.00 per case / 24 pack</i>	Gatorade and Aquafina water
<i>\$3.00 per case / 24 pack</i>	C.S.D., Lemonade, Brisk Tea

B. Annual Support Funds. In each of Years one (1) through five (5), Pepsi agrees to provide Customer with annual support funds as set forth below, not to exceed five (5) consecutive payments (the “***Annual Support Funds***”). The Annual Support Funds will be paid to Customer within sixty (60) days after the commencement of each applicable Year, except that for Year One, such payment will be made within ninety (90) days of the later of (i) the first day of the Term or (ii) the signing of this Agreement by both parties.

Applicable Year	Annual Support Amount
Year 1	\$2,000
Year 2	\$2,000
Year 3	\$2,500
Year 4	\$2,500
Year 5	\$2,500

C. Pepsi will provide ***100 free cases of 16.9oz water*** on an annual basis, during the term of the contract. The customer must request the free product within the annual 12 month window. Any free product not requested in a 12 month period, will not accrue.

The parties agree that Pepsi shall not accrue or pay any Marketing Support Funds for sales to Outlets that are in breach of the Performance Requirements listed in Section 3 above. Customer agrees that the Marketing Support Funds shall be used in part to help offset costs associated with mutually agreed upon marketing programs and promotions throughout the Term.

(D)Free Equipment Loan and Service. As further outlined in Section 5 below, Pepsi shall provide at no cost to Customer or the Outlets necessary dispensing/selling Equipment for Beverages at the Outlets (**unless prohibited by State laws**). Such Equipment shall be in sufficient quantities (in light of sales volume) as determined by Pepsi to satisfy the Outlet’s reasonable needs.

5. Equipment

Pepsi will loan each Outlet, at no charge, appropriate equipment for dispensing the Products during the Term (“**Equipment**”). Customer agrees that the Equipment shall be exclusively used to display and merchandise the Products, and the Customer shall not use the Equipment to display, stock, advertise, sell or maintain any other products (including on the exterior of the Equipment). Pepsi will also provide, at no charge to the Customer, service to the Equipment. Title to such Equipment will remain vested in Pepsi or its affiliate and all such Equipment will be returned to Pepsi upon expiration or earlier termination of this Agreement. Each Year during the Term or at Pepsi’s request, Customer shall provide Pepsi with a written Equipment verification list indicating the asset number, Equipment type and location of the Equipment loaned to the Customer pursuant to this Agreement. Failure to provide such verification list to Pepsi shall be deemed a material breach of this Agreement.

Pepsi will provide, at no charge to the Customer, preventative maintenance and service to the Equipment. Pepsi will also provide Customer with a telephone number to request emergency repairs and receive technical assistance related to the Equipment after business hours. Pepsi will promptly respond to each applicable Customer request, and will use reasonable efforts to remedy the related Equipment problem as soon as possible.

6. Pricing

Pepsi will provide Customer/Outlets a complete supply of Products during the Term of this Agreement and shall deliver such Products in a timely manner (based on mutually agreed upon delivery schedules) and in good and sanitary condition. The Products and Ancillary Products shall be purchased by the Customer from Pepsi at prices established by Pepsi. The current pricing schedule for Products is set forth on attached Exhibit B. Thereafter, the prices may be changed from time to time at Pepsi’s discretion, except that Pepsi shall provide thirty (30) days’ notice of any price increases during the Term. ***Any annual price increase is to be capped at 5%.***

7. General Terms

(A) **Termination.** Either party may terminate this Agreement if the other commits a material breach of this Agreement; provided, however, that the terminating party has given the other party written notice of the breach and the other party has failed to remedy or cure the breach within thirty (30) days of such notice. If for any reason the Customer closes one or more of its Outlets for a period of ten (10) business days or more, then such event shall be deemed a material breach of this Agreement, and Pepsi shall have the right to immediately terminate this Agreement upon five (5) days prior written notice.

In the event of breach of this Agreement by one or more Outlet(s), the parties agree that Pepsi shall have the option, in lieu of termination of the entire Agreement, to terminate the Agreement only as it pertains to the applicable breaching Outlet(s) and to obtain an equitable reimbursement for the portions of funding and other costs attributable to such breaching Outlet(s).

(B) **Remedies.** If Pepsi terminates this Agreement as a result of default by Customer or its Outlets, or if Customer terminates this Agreement other than due to Pepsi’s failure to cure a

breach hereof, then Customer and its Outlets will surrender to Pepsi all Equipment provided by Pepsi and shall forfeit all funding not paid as of the date of termination. In addition, without prejudice to any other right or remedy available to Pepsi, Pepsi shall have the right to immediately seek reimbursement from Customer and the Outlets for the following:

- (i) An amount reflecting reimbursement for all funding previously advanced by Pepsi but not earned by the Customer pursuant to the terms of this Agreement. With regard to the Initial Support Funds, the amount of such reimbursement shall be determined by multiplying the Initial Support Funds by a fraction, the numerator of which is the number of months remaining in the Term at the time such termination occurs and the denominator of which is the higher of 60 months, (the total number of months in the Term) or the number of months expected to comprise the Term based on volume trends as of the time of termination and the Volume Threshold. With regard to the Annual Support Funds, the amount of such reimbursement shall be determined by multiplying Annual Support Funds by a fraction, the numerator of which is the number of months remaining in the Year in which the Agreement is terminated at the time such termination occurs and the denominator of which is 12 (twelve);
 - (ii) An amount reflecting reimbursement for the cost of installation, service and refurbishing of Equipment provided during the Term and the cost of removal of all Equipment that has been installed in the Outlets, if applicable; and
 - (iii) An amount as liquidated damages, for lost sales suffered by Pepsi as a result of such termination, equal to the sum of: (a) product of \$5 multiplied by the projected number of Gallons of Postmix, LCT and FB Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and the Customer's average annualized purchase rate and (b) the product of \$10 multiplied by the projected number of 24-pk case equivalents of Packaged Products that Customer would have been expected to purchase during the remainder of the Term based on the Volume Threshold and the Customer's average annualized purchase rate.
- (C) **Expiration.** Upon expiration of this Agreement, if Customer has not entered into a further agreement with Pepsi for the purchase of the Products, Customer shall surrender to Pepsi all Equipment installed in the Outlets, whether leased, loaned or otherwise made available by Pepsi.
- (D) **Right of Offset.** Pepsi reserves the right to withhold payments due hereunder as an offset against amounts not paid by Customer or its Outlets for Products ordered from and delivered by Pepsi pursuant to this Agreement.
- (E) **Non-Disclosure.** Except as may otherwise be required by law or legal process, neither party shall disclose to unrelated third parties the terms and conditions of this Agreement without the consent of the other.
- (F) **Indemnification.** Pepsi will indemnify and hold the Customer harmless from any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties

(including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; (ii) product liability suits resulting from the use or consumption of the Products; and/or (iii) the negligence or willful misconduct of Pepsi. The Customer will indemnify and hold Pepsi, its subsidiaries, affiliates or assigns harmless from and against any and all suits, actions, claims, demands, losses, costs, damages, liabilities, fines, expenses and penalties (including reasonable attorneys' fees) arising out of: (i) its breach of any term or condition of this Agreement; and/or (ii) the negligence or willful misconduct of the Customer.

(G) **Assignment.** In the event that a third party acquires Customer or all or a group of the Outlets, or if Customer is acquired or merges with a third party, Customer will, in connection with such transaction, cause the acquiring party/merged entity, in writing, to ratify this Agreement and assume all of the obligations of Customer hereunder. In the event that Customer does not deliver written evidence of such ratification and assumption of this Agreement by the acquiring party/merged entity within ten (10) days following the closing of the transaction, the Customer will be in breach of this Agreement and Pepsi may, at its option, terminate this Agreement effective immediately and Customer will pay to Pepsi all sums specified in Section 7(B) herein. The Agreement shall not be otherwise assignable without the express written consent of Pepsi.

(H) **Governing Law.** This Agreement shall be governed by the laws of the State of New York without regard to conflict of laws principles.

(I) **Price Discrepancy.** Any price discrepancy claim must be submitted to Pepsi within 365 days of the date of the invoice in question. If the Customer makes a price discrepancy claim within 90 days of the invoice date, the Customer must submit a written request specifying the particular Product, amount in dispute and reason for the dispute. This request should be addressed to:

Accounts Receivable
Pepsi-Cola Customer Service Center
P.O. Box 10
Winston-Salem, North Carolina 27102.

If the Customer makes a price discrepancy claim from 91 to 365 days after the date of invoice, in addition to the written request as specified above, the Customer must submit to Pepsi a copy of the invoice in question, copies of any check remittances pursuant to the invoice in question and any additional supporting documentation.

(J) **Tax.** The Customer acknowledges and agrees that neither Pepsi nor its affiliates shall be responsible for any taxes payable, fees or other tax liability incurred by the Customer in connection with the consideration or any other fees payable by Pepsi under this Agreement. Pepsi shall not be assessed common area maintenance fees, taxes or other charges based on its occupation of the space allocated to its Equipment at the Outlets.

(K) **Force Majeure.** Pepsi will not be responsible for any delay or lack of delivery resulting directly or indirectly from any foreign or domestic embargo, product detention, seizure, act of

God, insurrection, war and/or continuance of war, the passage or enactment of any law ordinance, regulation, ruling, or order interfering directly or indirectly with or rendering more burdensome the purchase, production, delivery or payment hereunder, including the lack of the usual means of transportation due to fire, flood, explosion, riot, strike or other acts of nature or man that are beyond the control of Pepsi or that of the suppliers to Pepsi unless such contingency is specifically excluded in another part of this Agreement. Subject to the provisions below, this Agreement will be suspended as to both Product and delivery during any of the above force majeure contingencies. Any and all suspended deliveries will resume after such contingencies cease to exist, if possible, and this Agreement will resume in accordance with its terms, unless otherwise provided for herein.

- (L) **Release, Discharge or Waiver.** No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either party hereto unless in writing and executed by both parties hereto. Neither the failure to insist upon strict performance of any of the agreements, terms, covenants or conditions hereof, nor the acceptance of monies due hereunder with knowledge of a breach of this Agreement, shall be deemed a waiver of any rights or remedies that either party hereto may have or a waiver of any subsequent breach or default in any of such agreements, terms, covenants or conditions.
- (M) **Relationship of the Parties.** The parties are independent contractors with respect to each other. Nothing contained in this Agreement will be deemed or construed as creating a joint venture partnership between the parties.
- (N) **Effect of Headings.** The headings and subheadings of the sections of this Agreement are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of this Agreement in any manner.
- (O) **Construction.** This Agreement has been fully reviewed and negotiated by the parties hereto and their respective legal counsel. Accordingly, in interpreting this Agreement, no weight shall be placed upon which party hereto or its counsel drafted the provision being interpreted. Wherever this Agreement provides for one party hereto to provide authorization, agreement, approval or consent to another party hereto, or provides for mutual agreement of the parties hereto, such authorization, approval, agreement or consent shall, except as may otherwise be specified herein, be given in such party's reasonable judgment and reasonable discretion, and shall be in writing unless otherwise mutually agreed by the parties. If any term or provision of this Agreement shall be found to be void or contrary to law, such term or provision shall, but only to the extent necessary to bring this Agreement within the requirements of law, be deemed to be severable from the other terms and provisions hereof, and the remainder of this Agreement shall be given effect as if the parties had not included the severed term herein.
- (P) **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

(Q) **Further Assurances.** Each party hereto shall execute any and all further documents or instruments and take all necessary action that either party hereto may deem reasonably necessary to carry out the proper purposes of this Agreement.

(R) **Notices.** Unless otherwise specified herein, all notices, requests, demands, consents, and other communications hereunder shall be transmitted in writing and shall be deemed to have been duly given when hand delivered, upon delivery when sent by express mail, courier, overnight mail or other recognized overnight or next day delivery service, or three (3) days following the date mailed when sent by registered or certified United States mail, postage prepaid, return receipt requested, or by facsimile, with a confirmation copy sent by recognized overnight courier, next day delivery, addressed as follows:

If to Pepsi:

Pepsi Beverages Company
Jim Pandl
Attn: Foodservice Associate Sales Manager

With a copy to (which shall not constitute notice):

Pepsi Beverages Company
One Pepsi Way
Somers, NY 10589
Attn: Legal Department

If to Customer:

Winnebago County Parks Dept.
625 E Cty Rd Y #500
Oshkosh WI 54901

(S) **Limitations/Offset Rights.** Pepsi reserves the right to limit quantities, withhold or deduct funding as an offset to amounts not paid by Customer or terminate this Agreement if the Customer (i) sells Products directly or indirectly for resale outside of the Pepsi's exclusive territory where the Outlet operates, (ii) purchases Products outside Pepsi's exclusive territory where the Outlet operates and resells such Products within Pepsi's exclusive territory or (iii) does not comply with Pepsi's payment terms or makes an unauthorized deduction from amounts due.

(T) **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto regarding the subject matter hereof and supersedes all other agreements between the parties. This Agreement may be amended or modified only by a writing signed by each of the parties.

(U) **Customer Representations.** Customer represents and warrants to Pepsi that the execution, delivery and performance of this Agreement by Customer will not violate any agreements

with, or rights of, third parties. The Customer and undersigned represent that the undersigned is duly authorized and empowered to bind the Customer to the terms and conditions of this Agreement for the duration of the Term.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed as of the date set forth below.

Bottling Group, LLC

Customer

By: _____

Sign: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Exhibit B
Products and Prices

Customer acknowledges and agrees (and shall require that any third parties or Food Service Providers purchasing Products through this Agreement agree) that Pepsi shall be entitled to pass-through any incremental fees, deposits, taxes or other governmentally imposed charges (whether local, state, federal or judicially imposed) and that the pass-through of any such governmentally imposed fees, deposits, taxes or charges on the Products shall not be deemed as a price increase subject to any pricing cap or notification restrictions that may be specified in this Agreement.

New Contract Pricing

Aquafina	16.9oz 24P			\$12.00
Aquafina	20oz 24L			\$16.43
Gatorade	20oz 24L			\$32.87
CSD	20oz 24L			\$27.80
CSD_	Can 12oz 12P FM			\$12.00
Dole Lemonade	20oz 24L			\$27.80
Lipton Brisk	20oz 24L			\$27.80

100-092022

RESOLUTION: Approving a Winnebago County Parks Department Booking Policy for Winnebago County 4H Program Events

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County Parks Department and Winnebago County 4H Program want to adopt a policy statement and fee structure in order to schedule events and programs at the Sunnyview Exposition Center; and

WHEREAS, Winnebago County recognizes the importance of the Winnebago County 4H Program and the benefit it provides to the residents and youth of Winnebago County; and

WHEREAS, this partnership is mutually beneficial for both parties, and the County wishes to accommodate booking of events by the 4H Program without booking fees and at discounted rates, within certain parameters as set out in the proposed policy.

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 approve the policy and fee structure for the use of the Sunnyview Exposition Center for Winnebago County 4H Programs and Events.

Fiscal Note: *No budget transfer is needed. This policy will reduce revenue to the Parks Department by \$480 per year, which has been collected under an existing verbal agreement, which will be superseded by this policy.*

Respectfully submitted by:

PARKS AND RECREATION 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: August 22, 2022
FROM: Parks and Expo Director
RE: Winnebago County 4H Sunnyview Exposition Center Policy Statement

General Description: The Parks Department has been working with the Winnebago County 4H program and UW-Extension to update the Sunnyview Exposition Center Policy Statement.

Requested Action:

The Parks Department and Winnebago County 4H Program recommends that the Parks and Recreation Committee approves the Winnebago County 4H Sunnyview Exposition Center Policy Statement

Procedural Steps:

Parks and Recreation Committee	Meeting date: 8/22/22
Action taken:	Vote: 5-0
Personnel and Finance Committee	Meeting Date: 9/1/22
Action Taken	Vote: 5-0
County Board	Meeting Date: 9/20/22
Action Taken	Vote:

Background:

In January of 2009, the Parks and Recreation Committee approved an updated policy statement between the Parks Department and the Winnebago County 4H program. This policy defines the booking policies, types of events, and the cost of the events that the 4H program hosts at the Sunnyview Exposition Center. Parks Department staff have been reviewing this policy and we feel that it needs further clarification and an update. Some of the programs listed are no longer offer by the Winnebago County 4H program. Also, the fee for the 4H program's May horse project is not defined in this agreement.

Justification:

A policy statement between the Parks Department and Winnebago County 4H is a good practice to maintain to ensure that both parties understand the booking policy and any associated fees.

Attachments:

- Winnebago County 4H Sunnyview Exposition Center Policy Statement
- Resolution to Approve the Winnebago County 4H Sunnyview Exposition Center Policy Statement

Sunnyview Exposition Center Policy Statement

Winnebago County 4H Reservations

The Winnebago County 4-H Program has been granted use of the Sunnyview Exposition Center at no cost and discounted rates for specific events. The Winnebago County Parks Department, UW-Extension and appropriate 4-H Committee will coordinate contracts for these events. Policies governing this use are outlined below.

All events/usage:

1. The Winnebago County 4H Program is interested in utilizing the Sunnyview Exposition Center for their educational events, Pizza Making fundraiser, and 4H Horse Shows. The following guidelines will be set for the scheduling and fees assessed for these events.
2. All events must be scheduled with the Expo Manager and keys must be picked up at the Expo Manager's office prior to the event via appointment. Other key pick-up options may be available upon consent of the Expo Manager or Parks Director.
3. Equipment within the Expo Building, including the P.A. system, is available upon request if not currently rented by a paying customer and must be checked out from the Expo Manager.
4. All 4H events must thoroughly clean up after themselves and leave the building as they found it. Minimal Parks Department staff resources will be provided. If clean up charges or damages are incurred a fine will be levied to the 4H Leaders Association. Dumpster rental and tipping charge will apply for 8-yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping.
5. All livestock events will be charged for animal refuse dumpster rental and tipping fees when using any of the barns and/or manure pit areas.
6. Damages to the property will be charged if necessary to the Winnebago County 4H Program
7. All other regulations regarding use of the building apply, including recycling ordinances.

Pizza Making:

1. The Winnebago County 4H Pizza Making may reserve one Friday and Saturday during the months of March/April and October/November in the Center Hall and Kitchen with the addition of the West Wing if it is available. These reservation dates include tables, chairs, hall and kitchen rental and utilities at no charge. Dumpster rental and tipping charge will apply for 8-yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping. When necessary, Expo staff will plow access to all 4H garage doors as well as remove snow near east door of garage the Thursday prior to the event.

Other Educational Events:

1. The Winnebago County 4H Program can utilize the Sunnyview Exposition Grounds at any time during a calendar year for the purposes of hosting an educational event.
2. Event days and times shall be discussed and scheduled with the Expo Manager to ensure that there is facility availability and to avoid other paid events. Paid events will take priority. Events shall be entered into the calendar no sooner than 12 months prior to the event date.

Horse Project:

1. The 4H Horse Project Tack Sale may reserve a Saturday and Sunday during the month of March in the South Wing, including the Center Hall and kitchen if available. This reservation date includes tables, chairs, hall rental, and utilities at no charge. Dumpster rental and tipping charge will apply for 8-yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping. Expo staff will plow all access doors to 4H garage prior to event if necessary.
2. The Winnebago 4H Horse and Pony Project may use the premises at no charge for 3 scheduled shows (6 days total). Dumpster and manure hauling fees will be charged for all shows. All other shows over and above the scheduled 3 shows will be charged at the reduced rental rate. The reduced rental rate shall be the standard rental rates assigned by the County Board in Chapter 19 with a 25% discount applied.
3. No Charge Shows Include:
 - i) The 3rd Saturday and Sunday in May
 - ii) the 4th Saturday and Sunday in July
 - iii) The 4th Saturday and Sunday in September
4. The dates included in section 3 and 4 include the rental of the following.
 - Covered Arena, the Covered Arena Registration and Support rooms, Covered Arena announcer's stand, the Outdoor Arena, the toilet shower building, the food court, Barns C & D and utilities.
 - The use of the water wagon and drag are included.
 - Campers for these shows will use Parking Lot #2 and #4.
5. The 4H Horse and Pony Project Agrees to the following rules.
 - All other rules and regulations regarding use of the facilities apply including recycling ordinances.
 - Stalls must be raked to the gravel floor upon completion of the event.
 - All garbage must be emptied into separate 8-yard dumpsters with animal refuse deposited in the manure pit for loading into separate 30-yard dumpsters provided by the Parks Department and post-billed to the Winnebago County 4H Horse and Pony Project. Dumpster rental and tipping charges will apply for 8-yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping fees.
 - The facilities is to be left in the same condition of cleanliness as they were found at the start of the event.
6. The Winnebago County 4H Horse and Pony Project may schedule Clinics in the Covered Arena 2 weekday evenings per month during the months of May through August at no charge. This reservation includes the Covered Arena, Covered Arena Support and Registration rooms, the Announcer Stand, the PA System and utilities. This use is subject to availability and the schedule of other paid events. The Winnebago County 4H Horse and Pony Project will coordinate these days and times with the Expo Manager.

April 2006 revised November 2008

Approved by Committee 01/5/09

Revised and Approved by Parks and Recreation Committee 8/22/2022

Approved by Finance Committee 9/1/2022

Approved by County Board 9/20/2022

Sunnyview Exposition Center Policy Statement

Winnebago County 4H Reservations

The Winnebago County 4-H Program has been granted use of the Sunnyview Exposition Center at no cost and discounted rates for specific events. The Winnebago County Parks Department, UW-Extension and appropriate 4-H Committee will coordinate contracts for these events. Policies governing this use are outlined below.

All events/usage:

1. All no charge reservations related to the Expo Building are subject to change if a paying client wishes to rent the building. Change notification will take place at least 30 days prior to the scheduled 4H event.
2. All Winnebago County 4H events not covered in this agreement will be charged using the Sunnyview Exposition Center Rental Fees Schedule and are allowed a 25% discount. All events are scheduled on a first come first served basis with a \$100.00 nonrefundable Calendar Deposit to reserve the date.
3. All events must be scheduled with the Assistant Expo Manager and keys must be picked up at the Assistant Expo Manager's office prior to the event via appointment. Other key pick up options may be available upon consent of the Assistant Expo Manager or Parks Director.
4. Equipment within the Expo Building, including the P.A. system, is available upon request if not currently rented by a paying customer and must be checked out from the Assistant Expo Manager.
5. All 4H events must thoroughly clean up after themselves and leave the building as they found it. If clean up charges or damages are incurred a fine will be levied to the 4H Leaders Association. Dumpster rental and tipping charge will apply for 8 yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping.
6. All livestock events will be charged for animal refuse dumpster rental and tipping fees when using any of the barns and/or manure pit areas.
7. Damages will be charged if necessary.
8. All other regulations regarding use of the building apply, including recycling ordinances.
9. A separate **Winnebago County 4H Food Court Use Policy** developed by the Parks Department, UW-Extension and 4H Leaders Association applies to all 4H users of the Food Court building. All 4H Food Court users must comply with this policy. Keys for the Food Court building will be checked out from the UW Extension office and returned there after use of the building for an event. The cost for 4H users and the Winnebago County Farm Bureau for rental of the Food Court building is \$20.00 per day.

Pizza Making:

1. The Winnebago County 4H Pizza Making may reserve one Friday and Saturday during the months of March/April and November in the Center Hall and Kitchen with the addition of the West Wing if it is available. These reservation dates include tables, chairs, hall and kitchen rental and utilities at no charge. Dumpster rental and tipping charge will apply for 8 yard dumpsters that are used for garbage. There is no charge for recycling dumpster rental or tipping. When necessary, Expo staff will plow access to all 4H garage doors as well as remove snow near east door of garage the Thursday prior to the event.

Goat Project:

1. The Winnebago County 4H Goat project may use Barn A+ for a Goat Fun Day on a Saturday between the months of May and August when available as per the Expo Event Calendar. This rental includes Barn A+, utilities, and use of one restroom at no charge. Dumpster rental and tipping fee applies for animal refuse and garbage dumpsters used.

Meat Animal Project:

1. The Winnebago County 4H Meat Animal Project may schedule 2 events in Barn A+ during the months of February and April or May on a Saturday. This reservation date includes use of Barn A+ and utilities at no charge. Expo staff will plow access to Barn A+ and the 4H garage on the Wednesday prior to event if necessary.

Dog Project:

1. The 4H Dog Project may reserve one Sunday during the month of April in the West Wing for Fun Day. This reservation date includes tables, chairs, hall rental, and utilities at no charge.
2. The 4H Dog Project may use either Barn E or Barn A one weekday evening per week during the months of May through August, at no charge. These dates are subject to availability and may be rescheduled in the event of a paying customer wishing to rent the facilities.
3. The 4H Dog Project Agility Classes may be held one weekday evening per week from August until grounds closing in Barn E or Barn A, depending on availability, or elsewhere outside on the grounds at no charge. This reservation date includes either Barn A or E and one restroom facility.

Horse Project:

1. The 4H Horse Project Tack Sale may reserve a Saturday and Sunday during the month of March in the South Wing, including the Center Hall and kitchen if available. This reservation date includes tables, chairs, hall rental, and utilities at no charge. Dumpster rental and tipping charge will apply for 8 yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping. Expo staff will plow all access doors to 4H garage prior to event if necessary.
2. The Winnebago County 4H Horse Advisory Group may use the premises at no charge for 2 scheduled shows (4 days total), all other shows scheduled will be charged at the reduced rate.
3. The Winnebago County 4H Horse Project holds dates for three annual shows in the covered arena:
 - i) the third Saturday and Sunday in May - regular reduced fee applies
 - ii) the last Saturday in July – no charge
 - iii) the last Saturday and Sunday in September – no charge

These dates are subject to cancellation if a paying client wishes to rent the facility. Cancellation notification will be given at least 30 days prior to the scheduled event.

The above dates include rental of the Covered Arena, the Covered Arena Registration and Support rooms, Covered Arena announcer's stand, the Outdoor Arena, the toilet shower building, the food court, Barns C & D and utilities.

The use of the water wagon and drag are included.

Campers for these shows will use Parking Lot #2.

All other rules and regulations regarding use of the facilities apply including recycling ordinances. Stalls must be raked to the gravel floor upon completion of the event.

4. All garbage must be emptied into separate 8 yard Dumpsters with animal refuse deposited in the manure pit for loading into separate 30 yard Dumpsters provided by LESSOR and post-billed to LESSEE. Dumpster rental and tipping charge will apply for 8 yard dumpsters used for garbage. There is no charge for recycling dumpster rental or tipping

The facilities are to be left in the same condition of cleanliness as they were found at the start of the event.

5. The Winnebago County 4H Horse Advisory Group may schedule Clinics in the Covered Arena 2 weekday evenings per month during the months of May through August at no charge. This reservation includes the Covered Arena, Covered Arena Support and Registration rooms, the Announcer Stand, the PA System and utilities.
6. Individual clubs must schedule event dates for the next calendar year upon conclusion of the current event. The charge for individual clubs using the premises for a horse show is reduced.

April 2006 revised November 2008

Approved by Committee 01/5/09

RESOLUTION: Approve Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County and the City of Oshkosh have mutually operated an Airport Fire Station since 1974; and

WHEREAS, the Agreement for Fire Station Manpower Services was last executed by both parties in 1987; and

WHEREAS, the Airport Fire Station has been operated under the terms of the 1987 agreement since that time; and

WHEREAS, both parties wish to modernize and reaffirm their commitment to operating the Airport Fire Station by executing a new Intergovernmental Agreement; and

WHEREAS, this Intergovernmental Agreement will be for an initial term of one (1) year with up to nine (9) renewal periods of one (1) year per renewal period; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport between the City of Oshkosh and Winnebago County.

Fiscal Note: *Both parties contribute to the operation of the fire station per the agreement. No exchange of funds occur related to the provision of services provided by the City Fire Department.*

Respectfully submitted by:

AVIATION COMMITTEE

Committee Vote: 5-0

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

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

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

DATE: SEPTEMBER 20, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: INTERGOVERNMENTAL AGREEMENT – FIRE PROTECTION SERVICES AT WITTMAN REGIONAL AIRPORT

Background:

The Airport Fire Station was constructed in 1974. Since that time, through a mutual agreement between Winnebago County and the City of Oshkosh, the fire station has been jointly operated. The most current agreement for joint operation of the fire station was executed in October 1987. It was identified by management staff of the Airport and also the City Fire Chief that the agreement should be updated. Through many months of work on the agreement, we now have a suitable agreement to continue the partnership of jointly operating the Airport Fire Station for the foreseeable future.

Policy Discussion:

Winnebago County maintains the facility along with the county-owned Aircraft Rescue & Fire Fighting (ARFF) trucks. The City of Oshkosh provides staffing, year-round, for the Airport's ARFF trucks as well as the city-owned structural units co-located at the station. Should the updated agreement not be renewed, staffing the airport's ARFF units would then become the responsibility of the County. That would also translate to increased personnel costs for providing that staffing.

Requested Action:

Approve the Intergovernmental Agreement for Fire Protection Services at Wittman Regional Airport between Winnebago County and the City of Oshkosh.

Committee Action:

The Aviation Committee will review this item at the September 8, 2022 meeting.

Attachments:

Draft Resolution for this item.

Intergovernmental Agreement – Fire Protection Services at Wittman Regional Airport

INTERGOVERNMENTAL AGREEMENT

Fire Protection Services at Wittman Regional Airport

1. DATE. This Agreement is made and entered into this ____ day of _____, 2022, by and between the City of Oshkosh, and Winnebago County.
2. PURPOSE. The City and County enter into this Agreement for the following reasons:
 - a. Wisconsin Statutes, Section 66.0301, authorizes Intergovernmental Agreements between the City and the County for purposes of providing and receiving efficient and effective services benefitting the public; and
 - b. The mutual promises described in this Agreement will benefit the public, City, and County by providing efficient and effective fire protection services at the County-operated Wittman Regional Airport as well as the City's south side residents; and
 - c. The County's provision of a Fire Station structure and certain fire suppression equipment at Wittman Regional Airport that is staffed and operated by the City Fire Department will allow the County to comply with its legal obligations and objectives, while also allowing the City a location to allow fire protection coverage for the south side and other City residents and businesses of the City.
3. FIRE STATION. A structure currently exists at Wittman Regional Airport that has been, and will continue to be, used, maintained, and operated as a Fire Station serving Wittman Regional Airport, along with the City's south side and elsewhere when necessary. The Fire Station has been designated as City Fire Station 14. This Fire Station and its operation is the basis for activities and obligations described in this Agreement.
 - a. This Fire Station has been and continues to be designated as City Fire Station 14. Fire Station 14 as operated by the City will serve the unique aviation fire suppression, rescue, and assistance scenarios occurring both within and outside of the Airport property, as well as serving the City's south side and elsewhere when needed with the City's standard fire suppression, rescue, and assistance activities, including those activities occurring within the Airport property.
 - b. The County will provide and maintain a Fire Station structure as well as all appurtenances needed by the City pursuant to its duties to provide aircraft rescue and firefighting services at Wittman Regional Airport at 2050 Knapp St Oshkosh, WI 54902. The County shall bear the cost for providing and maintaining a safe, efficient, complete, and suitable fire station structure with input and approval from the City. The Fire Station structure shall be maintained

in a condition that considers the safe, efficient, and effective operation by the City.

- c. The City will provide at its cost staffing and operational expertise at the Fire Station for its Airport-related tasks and City's other public activities based from the fire station.
 - d. The parties understand that the City will be using the Fire Station to respond to calls related to the Airport, as well as other areas in the City. In the event an incident occurs at the Airport while City personnel are at a separate call, the City will use its judgment in determining a response to any particular incident based on its normal assessment of the severity of each situation.
4. APPARATUS AND EQUIPMENT. The responsibilities for Fire Station equipment shall be as follows:
- a. The County's obligations:
 - i. The County will, at its own expense, provide and equip the Fire Station with Aircraft Rescue and Fire Fighting (ARFF) equipment the County is required to have at Wittman Regional Airport to satisfy the requirements of Part 139, Title 14 of the Code of Federal Regulations, applicable National Fire Protection Association (NFPA) standards or is required by the Airport Director with input from the Fire Chief or their designee.
 - ii. The County will provide, at its own expense, ARFF vehicle(s) for the Fire Station. Said vehicle(s) may be used for emergencies within the Airport property or in major off-airport property emergencies. In either case, the emergency must require a foam agent and, in the judgment of the Fire Chief or their designee, such major emergency exceeds the City's regular and on-call equipment capabilities. However, such ARFF use is subject to the following conditions and limitations:
 - 1. Petrochemical type of fire requiring foam capacity above the capacity of the City Fire Department.
 - 2. County ARFF vehicles will be the last unit on the call list.
 - 3. The Fire Chief or their designee will notify the Airport Director of the need to use the County ARFF vehicles at the earliest practical time.

4. The City Fire Department shall provide the Airport Director with a written report describing the emergency and all actions involving airport firefighting resources within twenty-four (24) hours of use of the ARFF vehicles.

b. The City's obligations:

- i. The City will, at its own expense, provide and equip the fire station with whatever structural firefighting and rescue equipment deemed necessary by the City.
 - ii. City agrees to replace, at its own expense, any County-owned extinguishing agent, fuel and the like used by City from County owned firefighting and rescue equipment, when the use is caused by the City's response to a City fire call. The County may request verification of these costs through the Fire Department's Record Management System or the Duty Chief's Daily Summary Report. Replacement must be the earliest possible opportunity so as to insure that County owned firefighting and rescue equipment will not be out of service and available for use at the Airport property. County agrees to replace any City owned extinguishing agent, fuel and the like expended by the City in response to an Airport-related fire call, whether or not the fire call is on or off Airport property. Each party agrees to comply with all rules and regulations related to the use of hazardous substances including, for example, the reporting requirements of NR292.11. If either party files any reports related to hazardous substances, the reporting party agrees to notify the other of such report. If there are questions regarding which party has responsibility for reporting, the parties agree to cooperate to ensure compliance with all applicable rules and regulations.
- c. Reporting. The parties will work collaboratively to ensure that reports required by law, including but not limited to PFAS, are timely and properly filed.

5. COSTS. The costs of operating the fire station shall be broken down as follows:

- a. The County will pay for the items and activities it is responsible for as noted in this Agreement.
- b. The City will pay for the items and activities it is responsible for as noted in this Agreement.
- c. The City will not be responsible for any rental, insurance, utility service fees, or permitting or licensing, or any other similar fees or costs, for the fire station or

equipment provided by the County, except as otherwise specifically noted. Similarly, the County will not be responsible for reimbursing the City for its actions related to staffing and operating the fire station, except as otherwise specifically noted.

- d. Those persons the City staffs the Fire Station with will be City employees with the City being responsible for all costs attributable to these employees.
 - e. The Fire Station and its appurtenances, and the real property upon which the Fire Station sets, and the surrounding real property is owned by the County, with the County being responsible for all costs and actions attributable to or required as part of being the property owner.
 - f. The City is responsible for providing its own office equipment necessary to operate activities at the Fire Station. This includes things like televisions, telephones, fitness equipment, computers, and copiers/scanners.
 - g. The County will pay for all utilities necessary to operate the said fire station to include heat, light, sewer, water, internet, and telephone charges.
 - h. The City shall submit an annual invoice to the County for reimbursement of which will normally include cleaning supplies, but may also include other expenses that are otherwise the County's obligation. The County shall reimburse the City within thirty (30) days. For any large or unusual expenses, including any single item costing in excess of \$1000.00, for which the City expects reimbursement, the City will be expected to notify the County in advance before purchasing such items.
6. INSURANCE. Insurance coverage shall be as follows:
- a. The County will bear the cost of providing fire insurance on the Fire Station structure and all contents therein. The coverage of contents owned and / or operated by the City is broad and includes, for example, larger items such as the fire trucks and equipment. The County will provide public liability and other insurance necessary to protect the County's interests with regard to the said Fire Station.
 - b. The City will bear the cost of providing workmen's compensation insurance coverage for City employees engaged in activities on Wittman Regional Airport as well as liability coverage for any negligent or malicious actions for which the City may be liable.

7. **TRAINING EXERCISES.** With advance notice to, and agreement of, the Airport Director, the City will be able to conduct training exercises and drills on the Airport property, provided the Airport Director is given advanced notice and they approve the training and/or drills. While understanding the Airport Director's obligation to ensure the safety of Airport operations, such requests shall not be unreasonably denied. Exercises and drills may include, but are not limited to, topics such aircraft rescue firefighting, driver operations, multi-casualty accidents, or other subjects that enhance the operational efficiency of the City.
8. **SNOW REMOVAL.** The County agrees to remove the snow from all the roads, driveways, and surfaces on Wittman Regional Airport property, including those areas around the Fire Station, that are necessary to provide efficient ingress to and egress from the Fire Station.
9. **STAFFING.** The City agrees to provide properly trained personnel at its own expense to effectively operate the County-owned firefighting and rescue equipment located in the fire station on Wittman Regional Airport property. Properly trained personnel is defined as one (1) firefighting company providing 24 hours of coverage per day consisting of three (3) fire department personnel utilizing a three platoon schedule for a total of (9) fire department personnel. Any additional firefighting personnel required by Winnebago County shall be at the expense of the County.
10. **TERM.** The term of this Agreement shall be for one calendar year, beginning on the date identified above. The Agreement will renew thereafter for subsequent yearly renewal terms. The maximum number of renewal periods is nine (9), for a potential overall length of this agreement of ten (10) years. The Agreement will automatically renew unless either party provides the other with a written notice of non-renewal no less than six (6) months before the renewal date. The City agrees to remove its property from the fire station and airport property on or before the date this Agreement is terminated or expires, unless other arrangements are mutually agreed upon by the parties.
11. **TERMINATION.** Both parties fully intend to work reasonably and collaboratively to carry out the important public safety tasks described in this Agreement.
 - a. In the event either party believes the other is or may be failing to comply with any material obligation required by this Agreement, then written notice shall be given describing the material obligation and the party's failure to comply with that obligation. The notice shall include a written description of the actions necessary to remedy any compliance issues.
 - b. If the compliance issue is not remedied within fifteen (15) calendar days, or within a time period otherwise agreed to by the parties, then the alleging party

may declare a material breach and declare through a written notice the termination of the Agreement after a second fifteen (15) day period.

- c. Both parties agree to participate in ongoing communications to address concerns in advance of their reaching the level of becoming a potential material breach of this Agreement.
- d. Upon termination, each party shall continue to be obligated to the other for payment or reimbursement of all expenses or costs subject to reimbursement by the other party.

IN WITNESS WHEREOF, the County and City have hereunto set their hands on the date first above written.

Date: _____

WINNEBAGO COUNTY

By: _____
Jonathan Doemel, County Executive

By: _____
Sue Ertmer, County Clerk

By: _____
Jim Schell, Airport Director

Approved as to form:

Mary Anne Mueller, Corporation Counsel

Date: _____

CITY OF OSHKOSH

By: _____
Mark A. Rohloff, City Manager

By: _____
Jessi Balcom, City Clerk

Approved as to form:

Lynn A. Lorensen, City Attorney

102-092022

ORDINANCE: Approve Amendments to Winnebago County General Code Chapter 21 – Airport Ordinance

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, The Aviation Committee has reviewed and recommends approval of amendments made to Chapter 21 of the General Code; and

WHEREAS, the amendments include changes to terms that reflect current FAA terminology, grammar and spelling changes, fines and penalties changes, the addition of a new rate for commercial land leases, an increase in rates and charges for land leases and hangar rentals; and

WHEREAS, Airport staff have used the increase in CPI-U between 2016 and 2022 and an airport rates comparison survey conducted by the Wisconsin Department of Transportation to determine the new rates.

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO DOES ORDAIN AS FOLLOWS: That Chapter 21 of the General Code of Winnebago County be revised to update terminology, fines and penalties, add a commercial land lease rate, and increase land lease and t-hangar rates to account for inflation.

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 the publication.

Fiscal Impact: *No budget transfer is needed. The ordinance changes will result in increases to airport operating revenue by about \$35,406 per year, primarily derived from hangar rental increases.*

Respectfully submitted by:

AVIATION COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

Vote Required for Passage: **Majority**

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

Jonathan D. Doemel
Winnebago County Executive

AGENDA ITEM REPORT

DATE: SEPTEMBER 20, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: CHAPTER 21 – AIRPORT ORDINANCE UPDATE

Background:

Chapter 21 of the Winnebago County General Code, The Airport, covers airport safety rules, vehicle operating and parking rules, penalties and fines, and Airport rates. The primary changes made to the ordinance relate to increasing rates to keep up with inflation. The last ordinance-based rate adjustment was done in 2016. The CPI-U between late 2016 and 2022 increased approximately 17%. The airport typically updates the ordinance every 5 years. The last update was in 2016 and last year, the decision was made to delay the update during the pandemic. In addition to the changes to the rates, the ordinance was updated to reflect the fact the airport no longer has airline service, and primarily serves General Aviation air traffic.

Policy Discussion:

The changes made will increase annual airport operating revenue and help the airport in furtherance of the goal to become self-sustaining.

Requested Action:

Approve the update to Chapter 21 – Airport Ordinance.

Committee Action:

Aviation Committee – 5/0 (August 2022)

Attachments:

Current Chapter 21

Revised Chapter 21

Summary of Changes

Draft Resolution

Chapter 21 – Airport Ordinance Update Summary of Changes

Introduction: Chapter 21 of the Winnebago County General Code, The Airport, covers Airport safety rules, vehicle operating and parking rules, penalties and fines, and Airport rates. The primary changes made to the ordinance relate to increasing rates to keep up with inflation. The CPI-U between 2016 and 2022 increased approximately 17%. The airport typically updates the Ordinance every 5 years. The last update was in 2016 and a decision was made to delay the update during the pandemic. In addition to the changes to the rates, the ordinance was updated to reflect the fact the airport no longer has airline service, and primarily serves General Aviation air traffic.

Changes:

Throughout the document:

1. Slight changes to terms to reflect modern FAA Airport language
2. Grammar corrections
3. Removed "he" and "his", replaced with "they" and "their"

21.03

1. Increased penalties for rule violations to stay in line with neighboring County Airport codes.

21.04

1. Removed sentence about paid parking. Airport no longer has paid parking.
2. Removed jail time for parking violations.
3. Increased penalties for rule violations to stay in line with neighboring County Airport codes.

21.05

1. Clarified who is to be charged landing fees. Landing fees are for Part 121 carriers. Increased fee approximately 17%.
2. Increased Ramp Fees to closely match what Basler FBO is charging.
3. Created a commercial land lease rate. Previously, private and commercial developments have paid the same land lease rate.
4. Increased Land rental rates, derived through CPI increase and comparing to other Wisconsin Airports. *Source: Wisconsin Airport Rates and Charges Survey Report 2021.*
5. Provided link within regulation to the Airport's Minimum Standards for Commercial Aeronautical Activities.
6. Removed T-Hangar rate for hangars no longer at the airport or are scheduled to be demolished.
7. Increased T-hangar rates, derived through CPI increase and comparing to other Wisconsin Airports. *Source: Wisconsin Airport Rates and Charges Survey Report 2021.*

21.08

1. Increased penalties for rule violations to stay in line with neighboring County Airport codes.



Winnebago County Chapter 21

The Airport Ordinance

**Adopted 5/16/65
Revised 11/15/16**

**WINNEBAGO COUNTY
THE AIRPORT ORDINANCE CHAPTER 21,
WINNEBAGO COUNTY GENERAL CODE**

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21.01	Discrimination Prohibited
21.02	Car and Truck, Limousine and Taxi Regulations
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21.05	Rates and Charges
21.06	Authority of Airport Director
21.07	Skipped
21.08	Off-Site Rental Car Operations
	Sub. I - Defintions

AIRPORT

21.01 DISCRIMINATION PROHIBITED.

- (1) STATE SECRETARY OF TRANSPORTATION, BUREAU OF AERONAUTICS, ACTION RATIFIED.** The County ratified the action of the State Secretary of Transportation, Bureau of Aeronautics, in executing the assurances required by Title 49 of the Civil Rights Act of 1964, and by Part 21 of the Federal Aviation Regulations.
- (2) ASSURANCES.** The assurances referred to above are as follows:
 - (a) Nondiscrimination in Federally Assisted Programs of the FAA:** In order to furnish the assurances required by Title VI of the Civil Rights Act of 1964, and by Part 15 of the Federal Aviation Regulations, as amended, the County (hereafter called the "Sponsor") hereby covenants and agrees with the United States (hereafter called the "Government") as follows:
 - 1.** The Sponsor in the operation and use of the Winnebago County Airport will not, on the grounds of race, color or national origin, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Part 15 of the Federal Aviation Regulations.
 - 2.** The Sponsor will include, or require the inclusion of, the foregoing covenant in every agreement or concession pursuant to which any person or persons, other than the Sponsor, operates or has the right to operate any facility on the Airport providing services to the public, and a provision granting the Sponsor the right to take such action as the Government may direct to enforce such covenant.
 - (b) Noncompliance:** Noncompliance with the above assurances shall constitute a material breach; and in the event of such noncompliance, the Government may take appropriate action to enforce compliance, may terminate the Grant Agreement to which the covenant relates or seek judicial enforcement.
- (3) TERM OF AGREEMENT.** The covenant shall become effective upon execution and shall constitute part of the Grant Agreement to which it relates and shall remain in full force and effect so long as the airport covered by such agreement continues to be used and operated as a public airport.

21.02 CAR AND TRUCK; LIMOUSINE AND TAXI REGULATIONS.

- (1) No person shall carry on, conduct, or engage in the business of renting "drive it yourself" cars or trucks, the pick up or delivery of passengers, or baggage including advertising and soliciting of customers on the property of Wittman Field Airport except:**
 - (a) Pursuant to the terms of a written contract entered into with the County.**

- (b) Where an airline passenger or other person arriving at Wittman Regional Airport has placed on order for the hire or rental of a car, truck, taxi, or limousine with a person not having a contract with the County, such customer may be met at Wittman Regional Airport by such person or a representative and the car or truck delivered to the customer, or the pick up or delivery of the customer; but only in areas designated by the Airport Director for such purposes.

21.03 VEHICULAR AND PEDESTRIAN TRAFFIC REGULATIONS.

(1) DEFINITIONS.

- (a) Air Operations Area (A.O.A.) - That portion of the Airport designated by the Airport Director for the purpose of landing, taxiing, and parking aircraft.
- (b) Emergency Equipment - Emergency equipment includes ambulances, crash rescue and fire fighting apparatus, and such other equipment as the Airport Director may designate as necessary to safeguard airport runways, taxiways, ramps, buildings, and other airport property.
- (c) Pedestrian - any person afoot.
- (d) Service, Maintenance and Construction Equipment - Equipment normally operated by the County or the Federal Aviation Agency on landing areas, runways, taxiways and peripheral roads for the servicing, maintenance and construction of airport facilities and services. This definition shall include equipment owned and operated by a contractor performing work on the airport under a contractual agreement with the County.
- (e) Snowmobile - An engine-driven vehicle of a type which utilizes sled type runners or skis or an endless belt tread or any combination of these or other similar means of contact with the surface upon which it is operated.
- (f) Vehicle - Every device in, upon or by which any person or property is or may be transported or drawn upon a public highway, except railroad trains.

(2) OPERATION OF VEHICLES AND SNOWMOBILES ON RUNWAYS, TAXIWAYS, RAMPS, AND OTHER AIRPORT PROPERTY.

- (a) No privately-owned vehicle or snowmobile shall enter, be driven upon or operated upon any Airport runway, taxiway, ramp, tie-down area or any area posted by signs prohibiting the entrance or operation thereon.
- (b) The provisions of this section shall not apply to emergency equipment and/or service, maintenance, and construction equipment when engaged in performing official duties.

(3) PEDESTRIAN TRAFFIC. No pedestrian shall be allowed beyond the terminal area or the apron or aircraft tie-down area unless for the purpose of embarking in or disembarking from an aircraft or unless authorized by the Airport Director. Pedestrian traffic is prohibited in the runway and outlying area of the Airport except for those employees of the County, State, and Federal Government or contract engaged in Airport construction or maintenance work.



- (4) CAMPING PROHIBITED.** No camping shall be allowed upon Airport property except in those areas designated by the Airport Director or his designee.
- (5) SMOKING AND ALCOHOLIC BEVERAGES.**
 - (a) SMOKING.** All smoking shall be prohibited at Wittman Regional Airport except for those areas of the Wittman Regional Airport designated as smoking areas by signs erected in such areas by the Airport Director or his designee.
 - (b) ALCOHOLIC BEVERAGES.** The use of alcoholic beverages and the carrying of open intoxicants shall be prohibited at Wittman Regional Airport except in those areas within the terminal building or other area wherein the Airport Director or his designee has specifically designated that such usage is allowable.
- (6) OPERATION OF MOTORCYCLES AND BICYCLES.** No motorcycles or bicycles shall be operated within the Air Operations Area except as authorized by the Airport Director or his designee.
- (7) ENFORCEMENT.**
 - (a)** The Airport Director and the County Sheriff's Department shall enforce the provisions of this section.
 - (b) PENALTIES.** For all violations of this section, persons shall, upon conviction, forfeit to the County not less than \$10.00 nor more than \$200.00 together with the costs of the action to collect such forfeiture in the County Jail for a period of not more than thirty (30) days.

21.04 PUBLIC PARKING

- (1) GENERALLY.** No person shall park or leave standing any vehicle, whether occupied or not, on the premises of Wittman Regional Airport except within designated parking areas and then only in accordance with the regulations governing the use of such areas.
- (2) PARKING AND RESTRICTED AREAS DESIGNATED.** The Airport Director shall cause the erection and maintenance of signs designating all general and reserved loading zones, reserved parking areas and public parking areas, including but not limited to those designated for the exclusive use of the car rental companies operating from the Airport, and "No Parking" areas on and along the drives, roadways and in such other areas on the Airport property as may be deemed necessary by the Airport Director for the safe, efficient and convenient operation of such Airport.
- (3) PUBLIC PARKING LOT.** Operators of motor vehicles making use of the public parking lot at Wittman Regional Airport shall observe and comply with regulatory and directional traffic signs for entry upon and departure from and shall pay the posted charges for the right and privilege of parking therein.
- (4) LOADING ZONES.** No vehicle shall be parked within the designated loading zones in front of the Terminal Building for a period greater than five minutes.
- (5) VIOLATIONS.** No person shall:

- (a) Park any vehicle in such manner so as to cause a hazard or in any way be an obstruction to vehicular or other traffic.
 - (b) Park in any areas designated and marked for the parking of taxicabs, limousines or automobiles offered for hire to the public or any other restricted areas of the Airport so designated by signs or markings.
 - (c) Tamper with, deface, break, destroy or impair the usefulness of any equipment installed for the regulation of public parking at Wittman Regional Airport.
 - (d) Park a vehicle in a non-leased parking lot area for a period of time which exceeds 28 consecutive days.
 - (e) Violate any provisions of this chapter.
- (6) POLICING AND ENFORCEMENT.** Officers of the Winnebago County Sheriff's Department and the Oshkosh Police Department are authorized to issue a summons for parking and other violations at Wittman Regional Airport.
- (7) AUTHORIZATION TO MOVE VEHICLES.**
- (a) Any vehicle parked in areas of the public parking lot assigned for the exclusive use of the car rental companies and so indicated by signs, may be removed or caused to be removed by the Airport Director to the unlimited parking section of the public parking lot.
 - (b) The Airport Director may also remove or cause to be removed from any other area on the Airport any vehicle which is illegally parked, disabled or abandoned or which creates an operational problem to any other area on the Airport.
 - (c) Any such vehicle shall be released to the owner or operator thereof upon proper identification of the person claiming it and payment of towing and storage charges and where such vehicle has been moved to the unlimited section of the public parking lot, the payment of the accrued parking fees thereon.
 - (d) The County shall not be liable for damage to the vehicle which might result from the act of removal.
- (8) PENALTIES.**
- (a) Stipulations for Parking Violations. Persons to whom a summons has been issued to appear at the office of the County Sheriff, Oshkosh, Wisconsin, for violating the provisions of this section, may, within 72 hours after 6:00 p.m. on the day of the violation, appear at the Sheriff's Office and enter into a stipulation with the County as provided in [§ 345.11](#), Wis Stats. The violator may stipulate by making the statements and meeting the requirements as follows:
 - 1. That the facts of the violation are true.

2. That he pleads to the violation by entering a plea of guilty or nolo contendere.
3. That the plea which he makes is reduced to writing on the stipulation.
4. The violator shall then sign the stipulation, print his name, post office address, his operator's license number and date of birth on the stipulation.
5. The violator shall pay to the Sheriff \$5.00 for violation of any provision of this section except violations of (4), in which case the amount to be paid shall be \$2.00, and shall further stipulate that the sum paid shall be forfeited to the County upon expiration of 72 hours after 6:00 p.m. of the day of the violation.
6. Such forfeited money shall be remitted by the Sheriff to the County Treasurer. The violator need not appear in court and no witness fees or additional costs shall be taxed.

(b) Penalties Where No Stipulation.

1. Parking violations. Persons violating this section who do not timely enter into the stipulation as provided above shall be subject to a forfeiture not to exceed \$10 for each violation together with the costs of the action to collect such forfeiture and upon default thereof shall be imprisoned in the County Jail for a period not to exceed five days.
2. All other violations. For all other violations of this section, persons shall, upon conviction, forfeit to the County not less than \$10 nor more than \$200 together with the costs of the action to collect such forfeiture and upon default of payment, such persons shall be imprisoned in the County Jail for a period of not more than thirty days.

21.05 RATES AND CHARGES.

- (1) **PURPOSE.** The purpose of this section is to establish fair and reasonable rates and charges for facilities, land and services provided for all public and private users of Wittman Regional Airport. Alternative fees to this schedule may be negotiated in specific circumstances for good cause upon the approval of the Aviation Committee of the County Board of Supervisors.
- (2) **LANDING FEES AND OVERNIGHT PARKING FEES.** All aircraft engaged in a commercial or revenue producing activity shall pay the following landing charges:

(a) Landing Fees: (scheduled air carriers exempt)

	Domestic Fee Per Landing	International Fee Per Landing
	_____	_____
Fee per thousand pounds certified gross landing weight of aircraft	\$ 1.20	\$ 2.40

Scheduled air carriers shall pay a landing fee as described in their airport lease or use agreement. International fee applies only when customs services are required.

(b) Ramp Fee: (airport ramps not leased by others)

Transient Aircraft_	Daily Rate*_
Single Engine	\$ 6.00
Multi-Engine Piston	12.00
Multi-Engine Turbine	36.00
Large Aircraft (in excess of 12,500 lbs MGTW)	240.00

*At least eight (8) hours

(c) Terminal Use: Charter aircraft operators who use terminal common-use area shall pay a fee of \$400.00 per day.

(d) Exceptions. The following aircraft operators shall be exempt from landing fees:

1. All privately owned aircraft not operated for hire.
2. All training flights not carrying commercial passengers or cargo.
3. All commercial aircraft operations which neither enplane nor deplane passengers or freight at Wittman Regional Airport.

(e) Collection of Fees. The Airport Director shall establish procedures for the collection of fees collectible hereunder. Such procedure shall be subject to the approval of the Aviation Committee of the County Board. All collections hereunder shall be turned in to the County Treasurer and credited to the appropriate revenue account.

(f) Enforcement. The Aviation Committee, the Airport Director or his delegated representative shall have the duty and responsibility to enforce the provisions of this subsection.

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

- | | |
|---------------------------------------------------------------------------------------------------|--------------------------------------------------------|
| (a) Land for hangars, aprons,
Taxiways, tie down areas
(less than 100,000 sq. ft.) | Annual Minimum
\$ 640.00 or
\$.16/sq ft/yr |
| (b) Bare land for aeronautical
purposes (unimproved land
(less than 100,000 sq. ft.) | Annual Minimum
\$ 640.00 or
\$.16/sq ft/yr |
| (c) Bare land for non-aeronautical | Annual Minimum purposes
\$ 825.00 or \$.43/sq ft/yr |

(d) Paved ramps or parking lots Annual Minimum (improved land)
\$ 825.00 or \$.25/sq ft/yr

(e) Land for unrestricted agricultural
As established by a sealed-bid process cultivation purposes

(f) Land for restricted agricultural
As established by a sealed-bid process cultivation purposes

(g) Land restricted to the cultivation
As established by a sealed-bid process of hay only

Owners of private (non-commercial) hangars who are not subject to commercial minimum standards shall be assessed a premium of 30% of the annual land rental rate if they elect to utilize airport sanitary sewer and water facilities.

(4) T-HANGAR RATES. Rates for T-hangar buildings will be assessed as follows:

(a) T-Hangar Buildings A,B,C \$ 155.82/month

(b) T-Hangar Building D \$ 200.34/month

(c) T-Hangar Building E \$ 110.25/month

(d) T-Hangar Building F1 \$159.01/month

(e) T-Hangar Building G, H, F3 \$139.13/month

(f) East Strong Box \$317.21/month

(g) North Strong Box \$328.34/month

(h) M T-Hangars \$183.65/month

(i) 420 Aviation Road (F-2) \$159.01/month

(j) 424 Aviation Road \$128.00/month

(k) 428 Aviation Road \$128.00/month

As the purpose of T-hangars is the storage of aircraft owned by the LESSEE of the hangar, persons who have signed T-hangar leases, and do not have an aircraft registered to them, shall pay a monthly surcharge of \$100.00 in addition to the monthly hangar rental rate. Any LESSEE of a hangar who stores an aircraft not registered to them in a hangar for which they have a signed lease, shall first obtain written permission from the Airport Director.



(5) DISPLAY CASE AND COURTESY TELEPHONE RATES. The following rates shall be charged for display cabinets and courtesy telephone space:

(a) Lobby display case	\$ 25/month	\$ 300/year
(b) Baggage claim area wall cabinet	\$ 15/month	\$ 180/year
(c) Bare floor space for advertising display provided by lessee	\$ 50/month	\$ 600/year
(d) Bare floor space for advertising	\$ 25/month	\$ 300/year
(e) Bare floor space for automobile displays	\$ 30/month	\$ 360/year

(6) FUEL FLOWAGE FEES. All commercial operators authorized to dispense aviation fuels at Wittman Regional Airport will remit to Winnebago County the following fuel flowage fees:

- (a)** A fee of \$0.10 per gallon for all aviation fuels delivered to commercial operators at Wittman Regional Airport.
- (b)** Fuel Flowage Fees and reports, with copies of the fuel delivery bills of lading, shall be remitted by the operator(s) to the County within the first 10 days of the month following fuel deliveries.

(7) General Aviation Tie-Down Fees: (aircraft ramps not leased by others)

<u>Based Aircraft</u>	<u>Monthly Rate</u>
Single Engine	\$ 6.00
Multi-Engine Piston	12.00
Multi-Engine Turbine	36.00
Large Aircraft (in excess of 12,500 lbs MGTW)	240.00

<u>Transient Aircraft</u>	<u>Daily Rate*</u>
Single Engine	\$ 6.00
Multi-Engine Piston	12.00
Multi-Engine Turbine	36.00
Large Aircraft (in excess of 12,500 lbs MGTW)	240.00

*At least eight (8) hours Monthly: \$1,200.00

One day's Tie-Down Fee will be waived with any fuel purchase at Wittman Regional Airport.

- (8) **OTHER RATES AND CHARGES.** All other rates and charges hereunder provided for other facilities and services at Wittman Regional Airport shall be subject to negotiation by the Aviation Committee and the Airport Director based on the marketing ability of the facilities and services offered and set forth in operating agreements and/or lease and agreements, subject to the approval of the County Board of Supervisors.

21.06 **AUTHORITY OF AIRPORT DIRECTOR.** The Airport Director is authorized to make those decisions, which may be momentarily required, within his own discretion, so as to insure the safe operation of Wittman Regional Airport. Such authority shall include, but not be limited to the following powers:

- (a) To immediately restrict a tenant or the tenant's employee from working in the Air Operations Area as a consequence of the violation of Airport rules and regulations, policies or County ordinances by the tenant or the tenant's employee.
- (b) To suspend Airport operations of any airport tenant for cause.
- (c) Violation of the County's minimum standards for Airport Aeronautical Services policy and the Wittman Regional Airport Rules and regulations shall be subject to a fine of not more than \$100 per occurrence and immediate cessation of non-complying activities at Wittman Regional Airport.

21.08 **OFF-SITE RENTAL CAR OPERATIONS SUB. I - DEFINITIONS**

(1) For the purpose of this Section, the following terms shall be defined as follows:

- (a) **Gross Revenues** is the aggregate amount of all revenues, including cash, credit or otherwise received by an operator from all transactions involving the rental of motor vehicles to operators, customers at or from operator's offices and shall include all charges for the month in which a transaction occurs, regardless of when payment therefore is received by operator. Such receipts shall include total rents for the cars, vans or trucks rented out to customers without regard to the manner in which or place at which the transaction occurs and regardless of the station at which vehicles are returned.
 - (b) **Operator** is an off-premises rental car company entering into an agreement with Winnebago County.
 - (c) **Off-Premises Rental Car Company** is a company not leasing space within the premises of Wittman Regional Airport which conducts a business of renting motor vehicles to those persons utilizing Wittman Regional Airport.
1. No person or firm shall conduct a car rental operation on any part of the premises of the airport without having first entered into a valid written agreement with Winnebago County.
 2. Written agreements between Winnebago County and off-premises rental car companies shall specify that the Airport receive 10% of gross revenues derived by the company annually from the rental of automobiles at the Airport.
 3. It shall be unlawful and a violation of this Ordinance for any person to engage in any commercial activity or services on the premises of the airport without first obtaining a lease from Winnebago County.

(2) ENFORCEMENT.

- (a)** The Airport Director and the County Sheriff's Department shall enforce the provisions of this Section.
- (b)** Penalties: For all violations of this Section, a person shall, upon conviction, forfeit to the County not less than \$10.00 nor more than \$200.00 together with any profits realized as a result of their violation of this Ordinance together with the costs of the action to collect such forfeiture and upon default of payment, such person shall be imprisoned in the County Jail for a period of not more than thirty (30) days.

CHAPTER 21 HISTORY INDEX

21.01	Resolution Adopted	3/16/1965
21.02	Resolution adopted	7/08/1958
21.03	Ordinance adopted	2/17/1970
(a)	Amended	2/18/1992
(4)	Amended	2/18/1992
(5)(a)(b)	Amended	2/18/1992
(6)	Amended	2/18/1992
21.04	Adopted	6/23/1970
(4)	Amended	12/17/1996
(6)(f)	Amended	2/18/1992
	Amended	9/21/2004
(7)	Amended	10/14/1980
	Amended	9/21/2004
(9)	Amended	10/14/1980
21.05	Ordinance adopted	12/20/1977
	Amended	2/09/1993
	Amended	8/17/1993
(a)	Amended	2/18/1992
	Amended	4/19/2011
	Amended	11/15/2016
(2)(a)	Ordinance adopted	1/20/1981
	Amended	4/19/2011
(2)(b)	Amended	3/20/2001
	Amended	11/15/2016
(2)(c)	Amended	11/15/2016
(2) thru (8)	Rescinded and Recreated	7/01/1989
(3)	Amended	11/22/1994
	Amended	12/17/1996
	Amended	6/20/2000
	Amended	10/21/2003
	Amended	3/20/2001
	Amended	4/19/2011
	Amended	11/15/2016
(3)(d)	Amended	7/05/2011
(4)	Ordinance adopted	1/20/1981
	Ordinance adopted	1/15/1985
	Amended	6/20/2000
	Amended	3/20/2001
	Amended	10/21/2003
	Amended	8/16/2005
	Amended	6/17/2008
(4) (cont'd)	Amended	11/15/2016
(5)	Ordinance adopted	1/20/1981

(5)(e)(f)	Ordinance adopted	12/15/1981
(6)	Amended	9/23/2014
(6)(b)	Amended	4/21/2015
(7)	Amended	11/22/1994
	Amended	8/16/2005
	Amended	11/15/2016
21.06	Ordinance adopted	1/21/1992
	Amended	8/17/1993
	Amended	9/21/2004
21.08	Ordinance Created	4/28/1992
(c)(3)	Amended	10/21/2003

103-092022

RESOLUTION: Request authorization to accept grant funds in the amount of \$10,000.00 from the Fox Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers and approve attached budget transfer.

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Fox-Wolf Watershed Alliance applied for "The Fund for Lake Michigan and National Fish and Wildlife Foundation Grant" (here in referred to as "the Grant") and was awarded \$10,000.00; and

WHEREAS, the Grant provides funds to enroll 100 acres of cropland into soil health conservation systems with farmers by implementing cover crops and no-till. This system would result in a reduction of phosphorus and sediment runoff entering the Winnebago system; and

WHEREAS, a Memorandum of Understanding between the Fox-Wolf Watershed Alliance and the Winnebago County Land & Water Conservation Department is attached outlining the technical assistance program for regenerative agriculture practices in the Fox-Wolf Basin; and

WHEREAS, the Winnebago County Land Conservation Department will pay farmers to implement this system and will be reimbursed by the Fox-Wolf Watershed Alliance for all costs associated with the farmers installing these systems. Additionally, the Winnebago County Land and Water Conservation Department will be paid \$10 per acre for 2 years for every acre enrolled in the Grant.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes the Winnebago County Land and Water Conservation Department to accept \$10,000.00 in grant funds from the Fox-Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers, and approves the budget transfer attached.

Fiscal Impact: *The attached budget transfer will increase budgeted revenue by \$10,000 and budgeted expense by \$9,000 in the Land and Water Conservation Department.*

Respectfully submitted by:

LAND CONSERVATION COMMITTEE

Committee Vote: **6-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **5-0**

Vote Required for Passage: **two-thirds of those members 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: September 7, 2022

FROM: Chad Casper, Director of LWCD

RE: Request authorization to accept grant funds in the amount of \$10,000.00 from the Fox Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers and approve attached budget transfer.

Background:

The Fund for Lake Michigan and National Fish and Wildlife Foundation Grant provides funds to enroll 100 acres of cropland into soil health conservation systems with producers by implementing cover crops and no-till. This would result in a reduction of phosphorus and sediment runoff entering the Winnebago System. The Winnebago County LWCD and Fox-Wolf Watershed Alliance would collaborate on these efforts. Winnebago County would be reimbursed by Fox-Wolf Watershed Alliance (FWWA) for all contractual costs associated with the farmer incentives for installing soil health conservation systems along with the Winnebago County LWCD being offered \$10/acre for 2 years for every acre enrolled in the NFWF Grant.

Policy Discussion:

The expenditure of \$9,000 from the Fund for Lake Michigan and National Fish and Wildlife Foundation Grant funds will be used to cost-share \$90/acre for the installation cover crops and no-till on 100 acres. The \$10,000 of revenue would reimburse Winnebago County LWCD for all contractual costs with the farmer incentives along with Winnebago County LWCD being offered \$10/acre for 2 years for every acre enrolled in the NFWF Grant.

This budget transfer was discussed with the Finance Department and provides budget revenue with no additional levy.

Requested Action:

Motion to approve the attached resolution requesting authorization to accept grant funds in the amount of \$10,000.00 from the Fox Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers and approve attached budget transfer.

Committee Action:

At the Land Conservation Committee Meeting on August 4, 2022, moved by Nelson, second by Zellmer, passed 6-0.

At the Personnel & Finance Committee on September 1, 2022, moved by Ellenberger, second by Nussbaum, passed 5-0.

Attachments:

- 2022 Budget Transfer Document
- Resolution: Request authorization to accept grant funds in the amount of \$10,000.00 from the Fox Wolf Watershed Alliance to enroll 100 acres of cropland into soil health conservation systems with farmers and approve attached budget transfer.

104-092022

RESOLUTION: Create Rule 18.8 of the Winnebago County Board of Supervisors to allow any member of any committee, commission or board to vote remotely except for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders).

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Resolution 81-062022 amended Rules 11.6 and 9.15 of the Winnebago County Board of Supervisors to require the physical presence of Winnebago County Board Supervisors in the officially designated County Board/Committee Meeting physical space to cast votes; and

WHEREAS, a number of supervisors have expressed concern over the amended rules as they pertain to committee, commission, and board meetings (other than the Winnebago County Board of Supervisors meetings); and

WHEREAS, Rule 18.8 is hereby put forth as a new rule to address any concern created by amended rules 11.6 and 9.15; and

WHEREAS, Rule 18.8 of the Winnebago County Board of Supervisors shall read:

"Any member of any committee, commission or board may fully participate in a meeting and vote either remotely or in person but for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders). The chair of the meeting must be physically present if the meeting is held in a hybrid form."

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it creates Rule 18.8 of the Winnebago County Rule to read as follows:

Rule 18.8 Any member of any committee, commission or board may fully participate in a meeting and vote either remotely or in person but for any meeting involving the Winnebago County Board of Supervisors (e.g. Organizational, Business, Budget, Special Orders). The chair of the meeting must be physically present if the meeting is held in a hybrid form.

Fiscal Note: No fiscal impact.

Respectfully submitted by:

MIKE NORTON, DISTRICT 20

CHUCK FARREY, DISTRICT 30

Considered by:

JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: 0-5

Vote Required for Passage: two-thirds of those members present

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

Jonathan D. Doemel
Winnebago County Executive

105-092022

RESOLUTION: Amend Rule 10.2 of the Winnebago County Board of Supervisors to limit the time supervisors may speak on a subject.

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Rule 10.2 of the Winnebago County Board of Supervisors limits members from speaking more than twice on the same question without leave of the Board, except to answer questions from the Chair or the Floor; and

WHEREAS, Rule 10.2 of the Winnebago County Board of Supervisors currently reads:

"10.2 No member shall speak more than twice on the same question without leave of the Board, except to answer questions from the Chair or the Floor. The Chair must enforce this rule when a violation is called to the attention of the Chair."

WHEREAS, the Winnebago County Board Chair solicited recommendations from members as to ways to shorten the length of Board meetings due to the length of the meetings and the attention span of the average adult.

- On April 19, 2022, the Winnebago County Board of Supervisors meeting ran 5 hours 52 minutes.
- On April 26, 2022, the Winnebago County Board of Supervisors meeting ran 3 hours 40 minutes.
- On May 3, 2022, the Winnebago County Board of Supervisors meeting ran 4 hours 30 minutes.
- On May 17, 2022, the Winnebago County Board of Supervisors meeting ran 4 hours 42 minutes.
- On June 21, 2022, the Winnebago County Board of Supervisors meeting ran 6 hours 16 minutes.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends Rule 10.2 to read as follows:

No member shall speak more than 2 minutes AND twice on the same question (a total of 4 minutes per question) without leave of the Board, except to answer questions from the Chair or the Floor. The Chair must enforce this rule when a violation is called to the attention of the Chair.

FISCAL NOTE: No fiscal impact.

Respectfully submitted by:

THOMAS EGAN, DISTRICT 33

Respectfully submitted by:

JUDICIARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **3-2**

Vote Required for Passage: **two-thirds of those members present**

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

Jonathan D. Doemel
Winnebago County Executive

106-092022

RESOLUTION: Supporting Operation Green Light for Veterans

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the residents of Winnebago County have great respect, admiration, and the utmost gratitude for all of the men and women who have selflessly served our country and this community in the Armed Forces; and

WHEREAS, the contributions and sacrifices of the men and women who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, Winnebago County seeks to honor these individuals who have paid the high price for freedom by placing themselves in harm's way for the good of all; and

WHEREAS, Veterans continue to serve our community in the American Legion, Veterans of Foreign Wars, religious groups, civil service, and by functioning as County Veteran Service Officers in 29 states to help fellow former service members access more than \$52 billion in federal health, disability and compensation benefits each year; and

WHEREAS, approximately 200,000 service members transition to civilian communities annually; and

WHEREAS, an estimated 20 percent increase of service members will transition to civilian life in the near future; and

WHEREAS, studies indicate that 44-72 percent of service member experience high levels of stress during transition from military to civilian life; and

WHEREAS, Active Military Service Members transitioning from military service are at a high risk for suicide during their first year after military service; and

WHEREAS, the National Association of Counties encourages all counties, parishes and boroughs to recognize Operation Green Light for Veterans; and

WHEREAS, the Winnebago County appreciates the sacrifices of our United State Military Personnel and believes specific recognition should be granted.

NOW, THEREFORE, BE IT RESOLVED, with designation as a Green Light for Veterans County, Winnebago County hereby declares from October through Veterans Day, November 11th 2022 a time to salute and honor the service and sacrifice of our men and women in uniform transitioning from Active Service.

BE IT FURTHER RESOLVED that in observance of Operation Green Light, Winnebago County encourages its citizens in patriotic tradition to recognize the importance of honoring all those who made immeasurable sacrifices to preserve freedom by displaying a green light in a window of their place of business or residence.

Respectfully submitted by:

VETERANS SERVICE COMMISSION

MICHAEL NORTON, DISTRICT 20

Committee Vote: **5-0**

Vote Required for Passage: **Majority**

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

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Jonathan D. Doemel
Winnebago County Executive