

**ADJOURNED SESSION OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS**

**Tuesday, November 16, 2021**

**6:00 P.M.**

**Sunnyview Expo Center, 500 East County Road Y, Oshkosh, Wisconsin**

**And virtual via ZOOM**

**To join this meeting via Zoom, use this link:**

<https://us02web.zoom.us/j/84530955373?pwd=SDB0Q0lVYUxZYVRwVmpoNkgvNGlCUT09>

**Passcode (if needed) – W1NNE**

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 845 3095 5373**

**Passcode (if needed) – 850970**

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

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

- Correspondence
  - Petition for Zoning Amendment:
    - 001 – Peter Kellner, Town of Winneconne, rezone from B-2 (Community Business District) to R-2 (Suburban Residential District)
  - Sheboygan County Resolution No. 17, "Supporting Legislation to Provide Increase in Criminal and Ordinance Violation Surcharges"
- Reports from Committees, Commissions & Boards
- Approval of proceedings from the October 19, 2021 meeting
- County Executive's Report
- County Board Chairman's Report
- County Board Chairman's Appointments:
  - Supervisor District No. 8 – Jim Wise, 1204 Cameron Circle, Neenah, Wisconsin
  - Supervisor District No. 21 – John Hinz, 137 Brockway Avenue, Oshkosh, Wisconsin
- Presentation regarding American Rescue Plan Act (ARPA) funding and reporting – Andy Phillips, WCA Legal Counsel
- Update on Opioid Litigation – Andy Phillips, WCA Legal Counsel; and Mary Anne Mueller, Winnebago County Corporation Counsel

**ZONING REPORTS & ORDINANCES**

- Report No. 001 – April A. Thoney; Town of Omro
  - Amendatory Ordinance No. 11/01/21 – Rezoning from R-1/A-2 (Rural Residential/General Agriculture) to A-2 (General Agriculture) for tax parcel no. 016-0416-01
- Amendatory Ordinance No. 11/02/21 – Town of Winchester on behalf of M7 Investment Group, LLC; rezoning from A-2/B-2/B-3 (General Agriculture District/Community Business District/General Business District) to B-2 (Community Business District) for tax parcel no. 028-0433
- Amendatory Ordinance No. 11/03/21 – Town of Black Wolf on behalf of Wesley Maes and Holly Niemeyer; rezoning from A-2 (General Farming) to R-1 (Rural Residential District) for tax parcel no. 004-0503-06
- Amendatory Ordinance No. 11/04/21 – Town of Black Wolf on behalf of Luker Revocable Trust; rezoning from A-2 (General Farming District) to R-1 (Rural Residential District) for tax parcel no. 004-0503-05

- **MOTION TO RECONSIDER County Executive's Partial Veto of Amendment No. 2021002 to Winnebago County Budget Resolution No. 228-112021: "~~Remove the Policy Director Position from the Table of Organization in~~ In the County Executive's Budget ~~and Deduct \$117,861 in Associated Labor Expenditures~~"**

### **RESOLUTIONS AND ORDINANCES**

- RESOLUTION NO. 229-112021: Commendation for James Ryf  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Majority of Those Present
- RESOLUTION NO. 230-112021: Commendation for Kim Sensenbrenner  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Majority of Those Present
- ORDINANCE NO. 231-112021: Amend Section 2.01 and Exhibit A of the General Code of Winnebago County: Supervisory Districts (Adopt Final Winnebago County Supervisory Redistricting Plan)  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote requirement: Majority of Those Present
- RESOLUTION NO. 232-112021: Authorize a Three (3)-Year Contract Between Winnebago County and Advanced Correctional Healthcare, Inc. Agreement  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote requirement: Two-Thirds of Membership
- RESOLUTION NO. 233-112021: Authorize the Transfer of an Additional \$600,000 from Park View Health Center's Unrestricted Fund Balance to the Park View Health Center's Capital Project for a Garage, Storage and Training Facility and Approve Applying for and Accepting the Healthcare Infrastructure Capital Grant to Help Fund This Undertaking  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership
- RESOLUTION NO. 234-112021: Approve a Transfer in the Amount of \$16,500 from Other Operating Expenditures to Capital Outlay Expenditures for the Winnebago County Airport Department to Purchase Replacement Mower Decks and Rotary Broom Attachments  
Submitted by:  
AVIATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership

- RESOLUTION NO. 235-112021: Authorize the Winnebago County Sheriff's Office to Accept an Aligned Law Enforcement Response Teams Special Weapons and Tactics (ALERT SWAT) Grant from the Department of Homeland Security in the Amount of \$15,250, and Appropriate the Funds to Host a SWAT Commander 1 Course  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership
- RESOLUTION NO. 236-112021: Approve a Three-Year Agreement between Winnebago County and the Fox-Wolf Watershed Alliance to Implement the Great Lakes Sediment and Nutrient Reduction Program Grant  
Submitted by:  
LAND CONSERVATION COMMITTEE  
Vote requirement: Two-Thirds of Membership
- RESOLUTION NO. 237-112021: In Support of Legislative Changes to Wis. Stat. Ch. 980—Supervised Release  
Submitted by:  
LEGISLATIVE COMMITTEE  
Vote requirement: Three-Fourths of Those Present
- RESOLUTION NO. 238-112021: Approve a Transfer in the Amount of \$153,733 from the Winnebago County Contingency Reserve Account to the Winnebago County Parks Department's Sunnyview Exposition Center Improvement Capital Project for the Additional Work for Lot #4 General Site Construction and Electrical Services  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership
- RESOLUTION NO. 239-112021: Support the State of Wisconsin's Efforts to Provide Funding Opportunities for the Navigational Buoys Located within the Winnebago System  
Submitted by:  
PARKS & RECREATION COMMITTEE  
LEGISLATIVE COMMITTEE  
Vote requirement: Majority of Those Present
- RESOLUTION NO. 240-112021: Approve a Transfer in the Amount of \$39,000 from Temporary Labor Account to Other Operating Expenditures to Create a Master Plan and Hydraulics Analysis for the Waukau Dam  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership

RESOLUTION NO. 241-112021: Authorize the Winnebago County Parks Department to Accept a Donation in the Amount of \$1,200 to Pay for Materials to Install Drain Tile in the Community Park Soccer Complex  
Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
Vote requirement: Two-Thirds of Membership

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  
October 19, 2021**

**Winnebago County Sunnyview Exposition Center  
500 E. County Road Y  
Oshkosh, Wisconsin**

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

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, OCTOBER 19, 2021**

Chairman Shiloh Ramos called the meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Sunnyview Exposition Center, 500 East County Road Y, Oshkosh, Wisconsin and by Virtual ZOOM.

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

The following Supervisors were present: 32 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Nussbaum, Stafford, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Zellmer, Schellenger, Buck, Powers, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas;  
ABSENT: 1 –Locke; VACANCIES: 3

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

**PUBLIC HEARING**

The following person voiced concerns with how the County Board affects how County Departments operate today compared to years ago:

- Sidney Oppermann – Town of Algoma

**COMMUNICATIONS & PETITIONS**

Susan Ertmer, County Clerk, presented the following communications:

- Petition for Zoning Amendment:
  - 001 – April Thoney, Town of Omro, rezone from A-2/R-1 General Agriculture District/Suburban Residential District to A-2 General Agriculture District for parcel no. 016-0416-01 was referred to the Planning & Zoning Committee.
- Door County Resolution No. 2021-72, "Requesting Elimination of Badger Care Eligibility Cliff" was referred to the Legislative Committee.
- Notice of Claim – Wisconsin Public Service Corporation for \$1,908.35--WITHDRAWN

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Defferding reported on his attendance at a Wisconsin Counties Association Judiciary and Public Safety Steering Committee meeting held on Thursday, October 14, 2021 in Stevens Point. The topic of discussion was "Evidence Based Practices for Prisoner Re-entry to the Communities".

Supervisor Finch reported that the new Winnebago County dog park in the northern part of the county is open. There will be a grand opening in April or May, 2022.

Supervisor Ellis commented on the Park View Health Center newsletter. He encouraged everyone to take time to read it.

Supervisor Snider reported on his NACo Veterans meeting, Thursday, October 14, 2021. It was announced that the CVSO (County Veterans Service Officer) bill may get a hearing this week. Supervisor Snider will be doing a massive outreach for CVSO's on Veterans Day.

Motion by Supervisor Albrecht, seconded by Supervisor Ellis to approve the proceedings from the September 14, 2021 Special Orders meeting and the September 21, 2021 Winnebago County Board meeting. CARRIED BY VOICE VOTE.

**COUNTY EXECUTIVE'S REPORT**

County Executive Jon Doemel reported on Standardized Memos. This will be a new practice to help keep county board members, department heads and citizens of Winnebago County aware of what is happening in the County. It will provide a high-level overview of committees, uniform agendas and should make it easier to make policy decisions. Chairpersons of the Committees will still have a major input regarding items on the agenda.

**COUNTY EXECUTIVE'S APPOINTMENTS**

**Aging & Disability Resource Center Committee**

Executive Jon Doemel asked for the Board's approval of his re-appointment of Elizabeth Jones, Neenah; to the Aging & Disability Resource Center Committee. This is a three-year term that will expire on August 31, 2024. Motion by Supervisor Lautenschlager, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

**Aging & Disability Resource Center Committee**

Executive Jon Doemel asked for the Board's approval of his re-appointment of Rob Paterson, Oshkosh; to the Aging & Disability Resource Center Committee. This is a three-year term that will expire on August 31, 2024. Motion by Supervisor Lautenschlager, seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

**Aging & Disability Resource Center Committee**

Executive Jon Doemel asked for the Board's approval of his re-appointment of Jan Olson, Winneconne; to the Aging & Disability Resource Center Committee. This is a three-year term that will expire on August 31, 2024. Motion by Supervisor Norton, seconded by Supervisor Lautenschlager to accept. CARRIED BY VOICE VOTE.

**Board of Adjustment**

Executive Jon Doemel asked for the Board's approval of his re-appointment of Jerry Braasch, Town of Nekimi; to the Board of Adjustment as a 1<sup>st</sup> Alternate. This term expires on June 30, 2024. Motion by Supervisor Ellis, seconded by Supervisor Albrecht to accept. CARRIED BY VOICE VOTE.

**Board of Adjustment**

Executive Jon Doemel asked for the Board's approval of his re-appointment of Tom Versteegen; Town of Black Wolf; to the Board of Adjustment as a 2<sup>nd</sup> Alternate. This term expires on June 30, 2024. Motion by Supervisor Gabert, seconded by Supervisor Albrecht to accept. CARRIED BY VOICE VOTE.

**Industrial Development Board**

Executive Jon Doemel asked for the Board's approval of his appointment of Supervisor Andy Buck to the Industrial Development Board. Supervisor Buck will replace Supervisor Robert Warnke who passed away. This term expires on April 30, 2022. Motion by Supervisor Defferding, seconded by Supervisor Joas to accept. CARRIED BY VOICE VOTE. NAYES: 1

**Veterans Service Commission**

Executive Jon Doemel asked for the Board's approval of his appointment of Lt. Col. Timothy Paterson, Oshkosh; to the Veterans Service Commission. Lt. Col. Paterson will replace Supervisor Robert Warnke who passed away. This term expires on December 31, 2021. Motion by Supervisor Snider, seconded by Supervisor Konetzke to accept. CARRIED BY VOICE VOTE.

**COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Ramos updated the Supervisors on the vacancies of the County Board. District 8 and District 21 are vacant. Chairman Ramos has received resumés from three candidates for each district. He plans on asking for the board's approval at the November 16, 2021 meeting.

Chairman Ramos reported that Supervisor Alyssa Bolante, District 16, has resigned her position on the Winnebago County Board. She has moved out of her district. This position will be advertised.

Chairman Ramos reminded the board of the budget meeting dates and times.

Chairman Ramos noted that the November 16, 2021 County Board meeting will be in-person and virtual by ZOOM.

Chairman Ramos noted that the presentation by Reach Counseling will not occur tonight.

**COUNTY EXECUTIVE'S APPOINTMENTS**

**Aviation Committee**

Chairman Ramos asked for the Board's approval of his appointment of Supervisor Bryan Stafford to the Aviation Committee. Supervisor Stafford will replace Supervisor Robert Warnke who passed away. Motion by Supervisor Lautenschlager, seconded by Supervisor Joas to accept. CARRIED BY VOICE VOTE.

## Highway Committee

Chairman Ramos asked for the Board's approval of his appointment of Supervisor Ben Joas to the Highway Committee. Supervisor Joas will replace Supervisor Robert Warnke. Motion by Supervisor Egan, seconded by Supervisor Cox to accept. CARRIED BY VOICE VOTE.

### SHERIFF'S OFFICE EMPLOYEE CRISIS

John Matz, Winnebago County Sheriff, presented to the Winnebago County Board of Supervisors his employee crisis situation. Sheriff Matz touched on items that are causing this crisis. He feels workers are looking for flexible schedules, flexible deadlines, to be able to work from home, better pay, input on company direction, fulfillment and appreciation. Sheriff Matz reported on the current vacancies within the department.

In early September, Sheriff Matz made budgetary changes to the Sheriff's Office's table of organization. Sheriff Matz provided numbers for budgetary changes and how it will affect his budget.

Sheriff Matz reported on the cost to train dispatchers, correction officers, booking clerks and patrol deputies. What will it take to fix this problem? Competitive wages and fringes, schedule options, lateral transfer policies, recruitment and retention bonuses, opportunity for advancements, regionalization and reduced services. He provided comparison wages from others agencies for patrol officers, dispatch, jail and detectives.

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

### ZONING REPORTS AND ORDINANCES

- Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from Ann M. Luker, Revocable Trust; Leon C. Luker, Revocable Trust; Town of Black Wolf; for a zoning change from A-2 General Agriculture to R-1 Rural Residential. Motion by Supervisor Keller, seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.
  - Amending Ordinance No. 10/001/21 – A request to rezone from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 004-0503 and 004-0503-06. Motion by Supervisor Keller, seconded by Supervisor Lautenschlager to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from Linda M. Hammer and Kathryn H. Liner; Town of Omro; for a zoning change from R-1 Rural Residential to A-2 General Agriculture. Motion by Supervisor Egan, seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.
  - Amending Ordinance No. 10/002/21 – A request to rezone from R-1 Rural Residential to A-2 General Agriculture for tax parcel nos. 016-0647 and 016-0646. Motion by Supervisor Egan, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Report No. 003 – A report from the Planning & Zoning Committee regarding a requested zoning change for Roch Wentzel; Town of Wolf River; for a zoning change from R-8/A-2 Manufactured/Mobile Home Park/ General Agriculture to A-2 General Agriculture. Motion by Supervisor Joas, seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.
  - Amending Ordinance No. 10/003/21 – A request to rezone from R-8/A-2 Manufactured/Mobile Home Park/General Agriculture to A-2 General Agriculture for tax parcel nos. 032-0609 and 032-0610. Motion by Supervisor Joas, seconded by Supervisor Lautenschlager to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Report No. 004 – A request from the Planning & Zoning Committee regarding an amendment change for the Town of Nepeuskun; to request an amendment to the Winnebago County Comprehensive Future Land Use Plan in order to amend the Farmland Preservation Plan element. Motion by Supervisor Egan, seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.
  - Amending Ordinance No. 10/004/21 – A request for an amendment change; "...amendment to the Winnebago County Comprehensive Future Land Use Plan in order to amend Farmland Preservation Plan element." Motion by Supervisor Egan, seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Amending Ordinance No. 10/005/21 – A request from the Town of Poygan on behalf of Gregory Jackson; to rezone from RR Rural Residential to A2 General Agriculture for tax parcel no. 020-0469-03. Motion by Supervisor Joas, seconded by Supervisor Lautenschlager to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)

- Amendatory Ordinance No. 10/06/21 – A request from the Town of Winchester on behalf of Mary Alice Eisch; rezoning from R-1/R-2 Rural Residential District/Suburban Residential District to R-2 Suburban Residential District for tax parcel nos. 028-0957, 028-0636, 028-0636-02-01, 028-0636-06 and 028-0636-08. Motion by Supervisor Joas, seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Amendatory Ordinance No. 10/07/21 – A request from the Town of Winchester on behalf of Michael & Cindy Kronberg; to rezone from A-2 General Agricultural District to L-1 Light Industrial District for tax parcel no. 028-0661. Motion by Supervisor Joas, seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Amendatory Ordinance No. 10/08/21 – A request from the Town of Vinland on behalf of Steven Liermann/Nik's Auto Parks, Inc.; to rezone from B2/B3 Highway Business Park District/General Business District to M2 Heavy Industrial District for tax parcel nos. 026-0050-01, 026-0051-01, 026-0051-02, 026-0051-03, 026-0050-01-01. Motion by Supervisor Farrey, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)
- Amendatory Ordinance No. 10/09/21 – A request from the Town of Utica on behalf of Leonard & Teresa Schmick; to rezone from R-1 Rural Residential to RR Rural Residential Recreational for tax parcel no. 024-0164-02. Motion by Supervisor Egan, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 21, 2021)

### RESOLUTIONS AND ORDINANCES

#### **RESOLUTION NO. 217-102021: Commendation for Elizabeth Kritz**

WHEREAS, Elizabeth Kritz has been employed with the Park View Health Center, for the past thirty-one years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

#### **RESOLUTION NO. 218-102021: Commendation for Vicky Redlin**

WHEREAS, Vicky Redlin has been employed with the Winnebago County Parks Department for the past twenty-two years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

#### **RESOLUTION NO. 219-102021: RESOLUTION AWARDING THE SALE OF A \$4,000,000 GENERAL OBLIGATION PROMISSORY NOTE**

WHEREAS, on September 21, 2021, the County Board of Supervisors of Winnebago County, Wisconsin (the "County") adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory

notes in an amount not to exceed \$4,000,000 for the purpose of paying the cost of constructing, remodeling, demolishing and improving parks, facilities, buildings and sites, and acquiring and installing furnishings, fixtures and equipment (the "Project");

WHEREAS, none of the proceeds of the general obligation promissory note shall be used to fund the operating expenses of the general fund of the County or to fund the operating expenses of any special revenue fund of the County that is supported by the property taxes; and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to issue a general obligation promissory note to BMO Harris Bank, N.A. (the "Purchaser"), pursuant to the terms and conditions of the term sheet attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Note. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes and the Initial Resolution, the principal sum of FOUR MILLION DOLLARS (\$4,000,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, a general obligation promissory note aggregating the principal amount of FOUR MILLION DOLLARS (\$4,000,000) (the "Note") for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Note. The Note shall be designated "General Obligation Promissory Note"; shall be issued in the principal amount of \$4,000,000; shall be dated November 10, 2021; shall be in the denomination of \$100,000 or any integral multiple of \$1,000 in excess thereof; shall be numbered R-1; and shall bear interest at the rate per annum and mature on April 1, 2022 as set forth on the Debt Service Schedule (the "Schedule") attached hereto as Exhibit B and incorporated herein by this reference. Interest shall be payable at maturity. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board.

Section 3. Redemption Provisions. The Note is not subject to optional redemption.

Section 4. Form of the Note. The Note shall be issued in registered form and shall be executed and delivered in substantially the form attached hereto as Exhibit C and incorporated herein by this reference.

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Note as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the year 2021 for the payments due in the year 2022 in the amount set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Note remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Note, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Note, dated November 10, 2021" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Note is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County

at the time of delivery of and payment for the Note; (ii) any premium which may be received by the County above the par value of the Note and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Note when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Note when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Note until all such principal and interest has been paid in full and the Note canceled; provided (i) the funds to provide for each payment of principal of and interest on the Note prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Note may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Note as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

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

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

Section 10. Designation as Qualified Tax-Exempt Obligations. The Note is hereby designated as a "qualified tax-exempt obligation" for purposes of Section 265 of the Code, relating to the ability of financial institutions to deduct

from income for federal income tax purposes, interest expense that is allocable to carrying and acquiring tax-exempt obligations.

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

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

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

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

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

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

Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. If requested by the Purchaser, in order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office, and appropriate changes shall be made to the form of Note attached hereto as Exhibit C.

Section 16. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Note in the Record Book.

Section 17. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted and recorded this 19th day of October, 2021.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**ORDINANCE NO. 220-102021: Create Section 8.06 of the Winnebago County General Code: Winnebago County Highway Commissioner**

WHEREAS, WIS STAT. § 83.01(2)(a) provides: "Unless the county board establishes a different term of service by ordinance, the county highway commissioner shall serve for a term of 2 years except as provided in par. (b); and

WHEREAS, WIS STAT. § 83.01(2)(b) provides: "Unless the county board establishes different term of service under par. (a), upon his or her first election or appointment the county highway commissioner shall serve until the first Monday in January of the 2<sup>nd</sup> year succeeding the year of election or appointment; and

WHEREAS, Highway Commissioner Robert Doemel's first term will expire the first Monday in January 2023 as Winnebago County does not have an ordinance waiving WIS STAT. § 83.01(2); and

WHEREAS, Commissioner Doemel's two immediate predecessors served terms beyond the statutory expiration date prescribed in WIS STAT. § 83.01. Highway Commissioner Winter's term would have expired in January 2014 and Highway Commissioner Palonen's term would have expired in January 2019 but both commissioners served beyond the statutory expiration date at the pleasure of the County Executive. Waiving the statutory requirement of WIS STAT. § 83.01(2)(b) will allow for consistency in appointments and operations; and

NOW, THEREFORE, BE IT RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT HEREBY ACKNOWLEDGES AND ACCEPTS the provisions as outlined in WIS STAT. § 83.01.

BE IT FURTHER RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT HEREBY ORDAINS that Section 8.06, Winnebago County Highway Commissioner, is created and shall read as follows:

**8.06 WINNEBAGO COUNTY HIGHWAY COMMISSIONER**

- (1) Purpose: The purpose of this subchapter is to outline the procedures for appointment of the Winnebago County Highway Commissioner.
- (2) Authority: The authority for this subchapter is WIS STAT. Chapter 83.
- (3) Appointment
  - (a) Pursuant to WIS STAT. 83.01(1)(c), in any county with a County Executive, the County Executive shall appoint and supervise the County Highway Commissioner.  
The appointment is subject to confirmation by the County Board unless the County Board, by ordinance, elects to waive confirmation.
  - (b) Upon appointment by the Winnebago County Executive and confirmation by the Winnebago County Board of Supervisors, the Winnebago County Highway Commissioner shall serve at the pleasure of the Winnebago County Executive.
- (4) Severability: Should any portion of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be effected.
- (5) Effective date: This Ordinance shall become effective as of the date following the date of its publication.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 221-102021: Authorize the Winnebago County Sheriff's Department to Enter Into a 5-Year Contract with Word Systems Inc**

WHEREAS, the Winnebago County Sheriff's Department uses Word Systems, LLC to record all 911 calls, deputy radio transmissions, and phone calls coming into dispatch. The system ensures that these interactions are securely recorded for immediate or future retrieval; and

WHEREAS, the current 5-year Technical Service Agreement with Word Systems, Inc is due to expire in February, 2022; and

WHEREAS, it is in the best interest of Winnebago County to enter into a new Technical Service Agreement with Word Systems, Inc, running from January 1, 2022 through December 21, 2026; and

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

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

WHEREAS, no additional funding is needed as the cost to operate and maintain Word Systems, Inc6 Remote Technical Service Agreement is a budgeted expense by the Sheriff's Department.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Department to enter into a new 5-year contract with Word Systems, LLC to provide support on software and equipment.

Submitted by:  
JUDICIARY & PUBLIC COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Wingren, seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE.

**RESOLUTION NO. 222-102021: Authorize a Five (5)-Year Extension of the Inmate Telephone Services Agreement Between Winnebago County and Inmate Calling Solutions LLC**

WHEREAS, the Winnebago County Sheriffs Department desires to extend the agreement with Inmate Calling Solutions LLC for an additional five (5) years for the purpose of providing telephone services to inmates at the Winnebago County Jail; and

WHEREAS, Schedule A of the Agreement provides that Winnebago County shall be paid a commission of 92% of the gross revenue for all call types generated from the County's service locations. Additionally, Winnebago County shall be paid a commission of 25% on any service fees collected with respect to Tablet usage and 50% of any services fees collected with respect to Inmate Voicemail services; and

WHEREAS, your undersigned Committee recommends the approval of a five-year extension to the Agreement.

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute the Inmate Telephone Services Agreement between Winnebago County and Inmate Calling Solutions LLC for the provision of telephone services to inmates at the Winnebago County Jail, pursuant to these terms contained within the Agreement (see attached).

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that said Agreement shall run from the date when the Agreement is executed through October 31, 2026.

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

Motion by Supervisor Wingren, seconded by Supervisor Ellis to adopt. After discussion, Supervisor Eisen called for a recorded vote. VOTE ON RESOLUTION: AYES: 24; NAYES: 8 – Defferding, Lenz, Gordon, Wingren, Schellenger, Buck, Powers, and Farrey; ABSENT: 1 – Locke; VACANCIES: 3. CARRIED.

**RESOLUTION NO. 223-102021: Authorize Winnebago County to Enter into a Two (2) Year Contract with Unifirst for the Purpose of Mat and Uniform Rental and Cleaning Services**

WHEREAS, Winnebago County is nearing the end of its current agreement for mat and uniform rental and cleaning services; and

WHEREAS, various quotations were received from companies able to provide these rental and cleaning services; and

WHEREAS, Unifirst was selected as the most favorable vendor to provide these rental and cleaning services.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes Winnebago County to enter into a 2-year contract with Unifirst to provide mat and uniform rental and cleaning services.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 224-102021:                    Approve the Transfer of \$21,470 from the Winnebago County Contingency Reserve Account and Accept a \$15,534 Insurance Settlement to go to the Winnebago County Facilities Department Capital Outlay Account to Replace a Van Substantially Damaged in an Accident**

WHEREAS, one of the Winnebago County Facilities Department vans was involved in an accident; and  
WHEREAS, the van sustained extensive damage requiring its replacement; and  
WHEREAS, the at fault driver driver's insurance reimbursed the County \$15,534; and  
WHEREAS, a replacement vehicle will cost \$37,004.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the transfer of \$21,470 from the Winnebago County Contingency Reserve Account and accepts a \$15,534 insurance settlement to go to the Winnebago County Facilities Departments Capital Outlay account to replace a van substantially damaged in an accident.

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

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

**RESOLUTION NO. 225-102021:                    Approve a Transfer of \$11,437 from the Winnebago County Salary Contingency Reserve Account to the County Executive Office's Labor Account to Cover Vacation Payout of Wages and Fringe Benefits for a Retired Employee**

WHEREAS, a retirement within the Winnebago County Executive's office required vacation payout of wages and fringe benefits; and

WHEREAS, vacation payout is not accounted for in a department's budget as it is an unknown factor.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a transfer of \$11,437 from the Winnebago County Salary Contingency Reserve Account to the Winnebago County Executive Office's Labor Account to cover vacation payout for a retired employee.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 226-102021:                    Amending the Table of Organization for the Winnebago County Public Health Department by Adding one Full-Time WIC Program Nutritionist - Lead Position**

WHEREAS, the Winnebago County WIC Program Manager retired in October 2020; and

WHEREAS; the WIC Program Manager position was not re-filled by Winnebago County, even though it was included in the 2021 County budget, because the WIC programs operated by Winnebago and Outagamie Counties were being merged, with Outagamie County employing a manager responsible for the combined program; and

WHEREAS, the Winnebago County WIC Program Manager position has been removed from the Table of Organization pursuant to Winnebago County policy due to the length of time it has remained unfilled; and

WHEREAS, a WIC Program Nutritionist – Lead position is needed to provide administrative coordination and oversight over the WIC program staff who remain employed by Winnebago County; and

WHEREAS, no budget transfer is needed for this new position, which is also included in the 2022 Executive Budget, while the replacement of a manager-level position with a lower level position combined with a reduction of 0.4 FTE in hours worked by a regular part-time WIC Program Nutritionist will result in a significant cost savings to the combined WIC program;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the Table of Organization for the Winnebago County Public Health Department is amended, effective immediately, by adding one full-time WIC Program Nutritionist – Lead position.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE  
WINNEBAGO COUNTY BOARD OF HEALTH

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

**RESOLUTION NO. 227-102021: Authorize the Winnebago County Parks Department to Accept a Donation in the Amount of \$3,460 to Purchase and Install Two (2) Memorial Benches**

WHEREAS, in following with the Parks Department's Memorial Bench Donation program, two (2) local families have expressed interest in donating \$3,460 (\$1,730 each) towards the purchase and installation of two (2) memorial benches; one will be placed on the WIOUWASH Trail and the other within the Community Park along the trail system; and

WHEREAS, per standard practice, a short statement provided by the families will be engraved into a bronze plaque that is to be inset into the backrest of the benches.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to accept a donation in the amount of \$3,460 to purchase and install two (2) memorial benches.

Submitted by:  
PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Konetzke, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE.

Chairman Ramos thanked Lighthouse Productions, the Facilities Department, the Sheriff's Department, the Park's Department, Dia Yang of the Information Systems Department and the County Clerk's office for their part in organizing the County Board to have their meeting both in-person and virtually.

Motion by Supervisor Albrecht, seconded by Supervisor Konetzke to adjourn until the November 1, 2021 Budget Hearing at 6:00 p.m. The meeting was adjourned at 8:13 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 October 19, 2021.

Julie A. Barthels  
Winnebago County Deputy Clerk

SHILOH J. RAMOS  
Winnebago County Board Chairman



112 OTTER AVENUE  
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 232-3430  
FOX CITIES (920) 727-2880  
FAX (920) 303-3025  
E-mail: shiloh.ramos@co.winnebago.wi.us

**Winnebago County**  
*The Wave of the Future*

TO: Winnebago County Board of Supervisors  
FROM: Chairman Shiloh Ramos  
DATE: November 16, 2021  
RE: Appointment to Supervisor District No. 8

Subject to your approval, I am appointing Jim Wise, 1204 Cameron Circle, Neenah, Wisconsin; to Supervisor District No. 8. Mr. Wise will complete the unexpired term of Nicole Neuhoff who resigned from the board. Mr. Wise's term will begin immediately and end on April 19, 2022.

Thank you in advance for your approval of this appointment.

SHILOH J. RAMOS  
Winnebago County Board Chairman



112 OTTER AVENUE  
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 232-3430  
FOX CITIES (920) 727-2880  
FAX (920) 303-3025  
E-mail: shiloh.ramos@co.winnebago.wi.us

**Winnebago County**  
*The Wave of the Future*

TO: Winnebago County Board of Supervisors  
FROM: Chairman Shiloh Ramos  
DATE: November 16, 2021  
RE: Appointment to Supervisor District No. 21

Subject to your approval, I am appointing John Hinz, 137 Brockway Avenue, Oshkosh, Wisconsin; to Supervisor District No. 21. Mr. Hinz will complete the unexpired term of Robert Warnke who passed away. Mr. Hinz's term will begin immediately and end on April 19, 2022.

Thank you in advance for your approval of this appointment.

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5930 filed with the County Clerk by:

THONEY, APRIL A, Town of OMRO and referred to the Planning and Zoning Committee on 10/19/2021 and

WHEREAS, a Public Hearing was held on 10/20/2021, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: THONEY, APRIL A  
Agent(s): TUINSTRA, JOSH

Location of Premises Affected: 6059 E SCOTT ST OMRO, WI 54963

Legal Description: Being part of the NW 1/4 of the SW 1/4, Section 15, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

Tax Parcel No.: 016-041601

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

WHEREAS,  
 Applicant is requesting a rezoning to A-2 General Agriculture,  
 And  
 WHEREAS, we received notification from the Town of OMRO recommending Approval  
 And  
 WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

The Town of OMRO has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows:

1. Town does have an adopted land use plan.
  2. Action does agree with Town adopted Town plan.
1. The Town of Omro has approved
  2. There were no objections.
  3. Proposed use is compatible with adjacent uses.

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 4-0

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

\_\_\_\_\_  
For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 11/01/21**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5930 as follows:

Being part of the NW 1/4 of the SW 1/4, Section 15, Township 18 North, Range 15 East, Town of Omro, Winnebago County, Wisconsin.

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

TO: A-2 General Agriculture,

Adopted/ Denied this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Shiloh Ramos, Chairperson

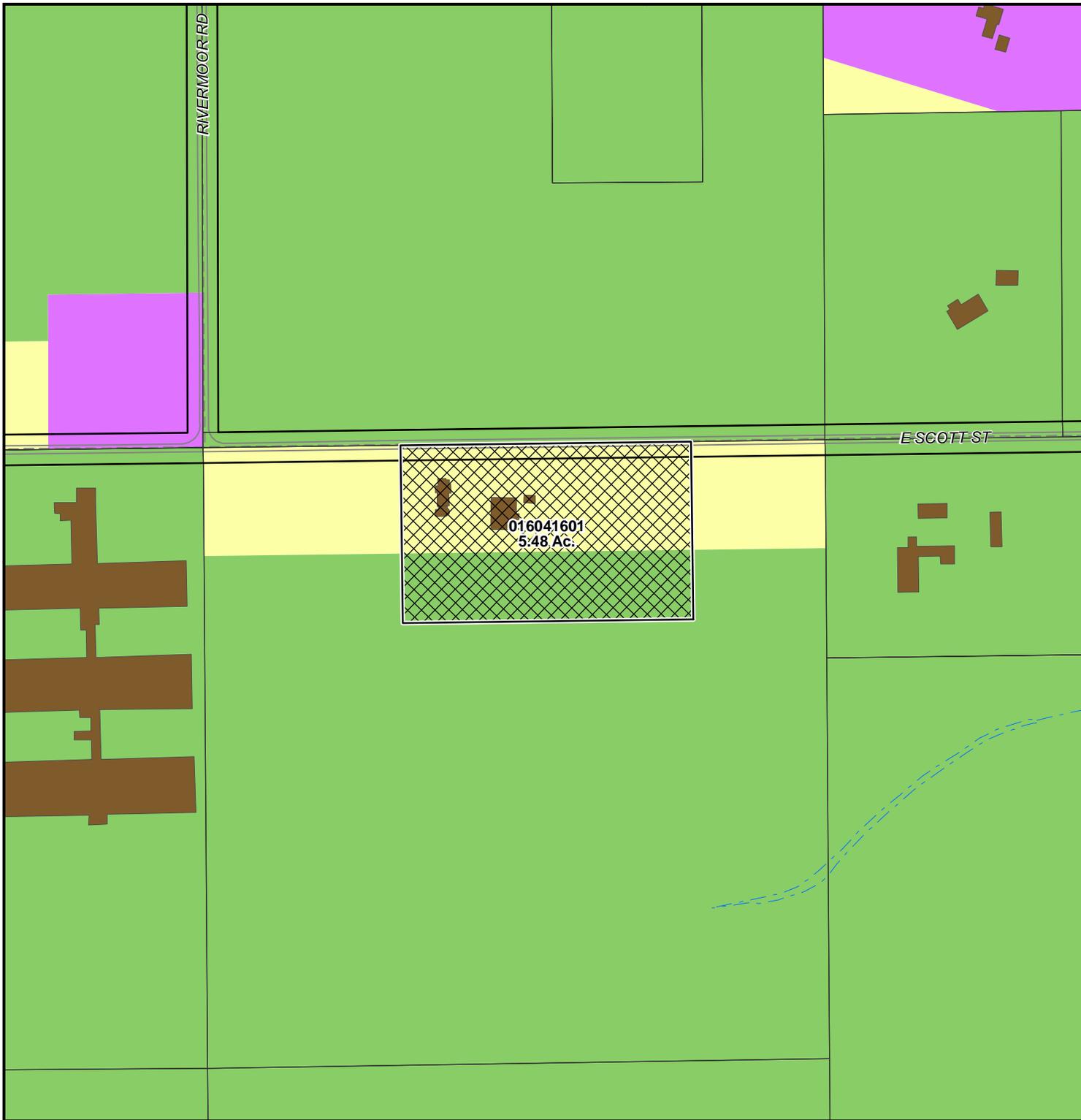
ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Jon Doemel  
County Executive

County Board Supervisory district 33 EGAN



**Application #21-ZC-5930**

Date of Hearing:

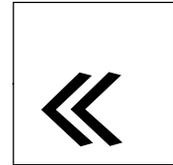
October 20, 2021

Owner(s):

THONEY, APRIL A

Subject Parcel(s):

016041601



Winnebago County  
WINGS Project

**Scale**

1 inch : 300 feet

**County Zoning Districts**

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

City of Oshkosh Extraterritorial  
Zoning Jurisdiction

Incorporated Area

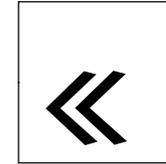
○ = SITE

**Application #21-ZC-5930**

Date of Hearing:  
**October 20, 2021**

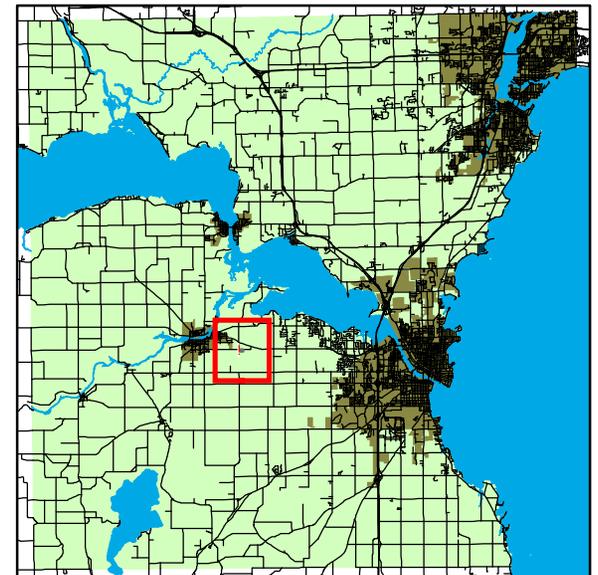
Owner(s):  
**THONEY, APRIL A**

Subject Parcel(s):  
**016041601**

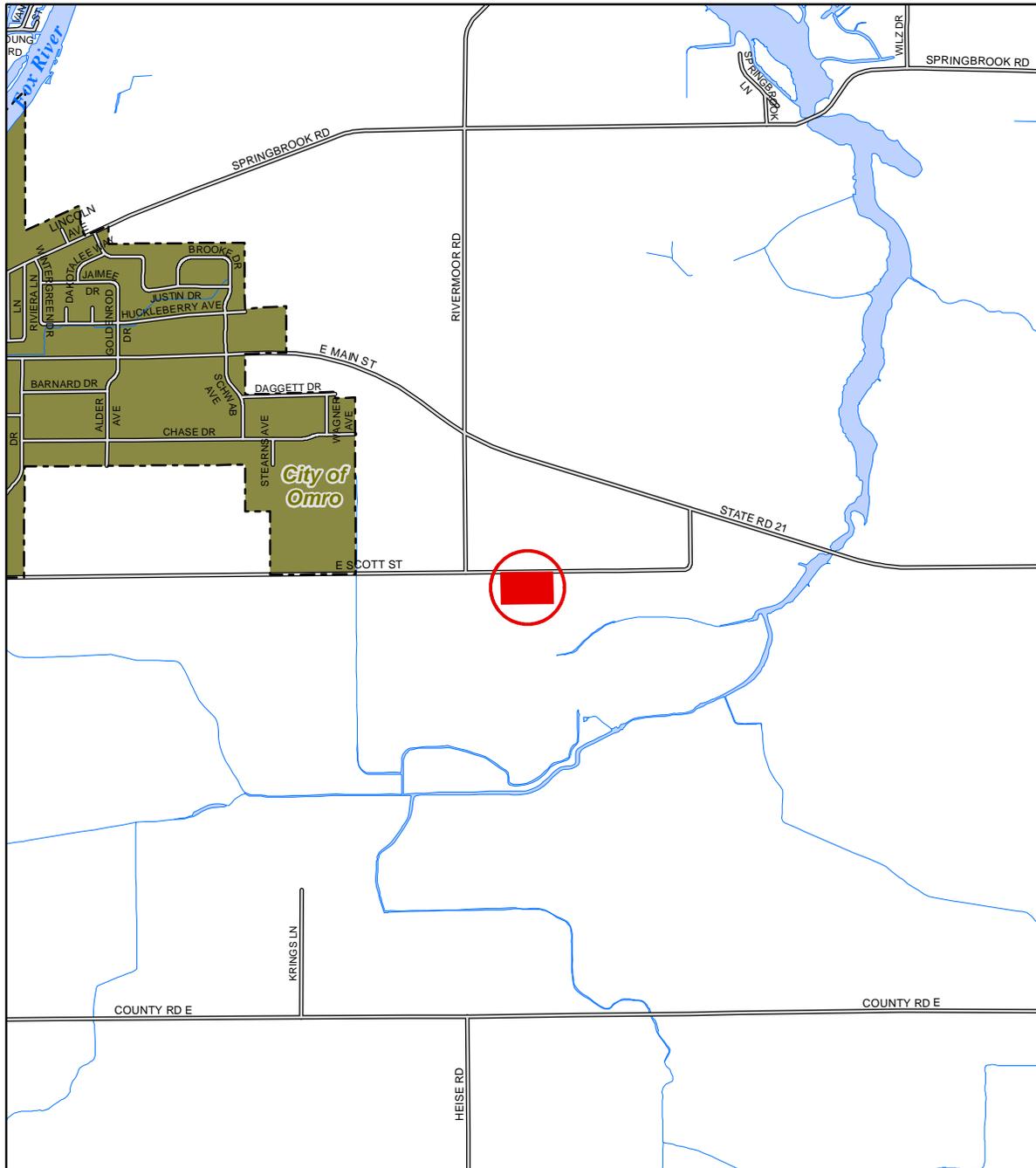


*Winnebago County  
WINGS Project*

● = SITE



**WINNEBAGO COUNTY**



1 inch : 2,000 feet

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: *October 29, 2021*  
TO: *County Board*  
FROM: *Jerry Bougie, Director of Planning and Zoning, Cary Rowe, Zoning Administrator*  
RE: *Approve Amendatory Ordinances*

## **Background:**

Amendments to Town zoning ordinances are required to be adopted by the Winnebago County Board pursuant to section 60.62(3), Wis. Stats., and s. 8.04, Winnebago County General Code.

## **Policy Discussion:**

County Zoning Staff receives Town zoning ordinance amendment(s) from the affected Town(s). Staff reviews the Town's action for completeness of information (i.e. findings of fact) and whether the proposed zoning amendment(s) is/are consistent with the Winnebago County Comprehensive Plan and subsequently prepares a Staff recommendation on each of the proposed zoning amendment(s). Town zoning amendments do not require a County public hearing, as the hearing has already occurred at the Town level.

For this month's agenda there are 3 Town Zoning Changes requested – they are:

1. **M7 Investment Group LLC, Town of Winchester.**
2. Wesley Maes and Holly Niemeyer, Town of Black Wolf
3. Luker Revocable Trust, Town of Black Wolf

Findings: All three Town Zone Changes are consistent with the Winnebago County Comprehensive Plan.

## **Requested Action:**

Motion to approve Amendatory Ordinance No. 11/02/21 on behalf of M7 Investment Group LLC, Town of Winchester

Motion to approve Amendatory Ordinance No. 11/03/21 on behalf of Wesley Maes and Holly Niemeyer, Town of Black Wolf

Motion to approve Amendatory Ordinance No. 11/04/21 on behalf of Luker Revocable Trust, Town of Black Wolf

## **Committee Action:**

1. **M7 Investment Group LLC, Town of Winchester. Motion by B. Defferding to forward zone change to County Board for approval. Motion seconded by M. Gabert. Motion approved 5-0.**

(continued next page...)

2. Wesley Maes and Holly Niemeyer, Town of Black Wolf. *Motion by R. Keller to forward zone change to County Board for approval. Motion seconded by B. Defferding. Motion approved 5-0.*
3. Luker Revocable Trust, Town of Black Wolf. *Motion by R. Keller to forward zone change to County Board for approval. Motion seconded by B. Defferding. Motion approved 5-0.*

**Attachments:**

*See attached for Amendatory Ordinance Resolutions.*

To The Board of Supervisors of Winnebago County, Wisconsin:

**AMENDATORY ORDINANCE 11/02/21**

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINCHESTER in accordance with the petition of M7 Investment Group LLC and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINCHESTER, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Agricultural District), B-2 (Community Business District) and B-3 (General Business District)** of said ordinance, which it now and heretofore had, to the zoned district of **B-2 (Community Business District)**.

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

\_\_\_\_\_  
County Board Supervisor  
(Town of Winchester)

PARCEL NO: **028-0433**; FROM **A-2, B-2 and B-3** TO **B-2**

**COUNTY DISCLAIMER:**

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel



## Winnebago County

Zoning Department

*The Wave of the Future*

### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 29, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Changes

1. **M7 Investment Group LLC - Town Zoning Change (Tax ID No: 028-0433) – Town of Winchester.**

The town zoning change for M7 Investment Group LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District), B-2 (Community Business District) and B-3 (General Business District) to B-2 (Community Business District) and Winnebago County's future land use plan shows future land use as Non-residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*BD, M6 5-0 Approved*

2. Wesley Maes and Holly Niemeyer - Town Zoning Change (Tax ID No: 004-0503-06) – Town of Black Wolf.

The town zoning change for Wesley Maes and Holly Niemeyer is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

*RK, BD 5-0 Approved*

3. Luker Revocable Trust - Town Zoning Change (Tax ID No: 004-0503-05) – Town of Black Wolf.

The town zoning change for Luker Revocable Trust is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Environmental.

**RECOMMENDATION:** Approve a motion to forward zone change to County Board for action.

*RK, BD<sub>22</sub> 5-0 Approved*

Town of Winchester

A-2, B-2 to B-3 to B-2  
FLU: 10/1-185

Ordinance 2021-07  
Ordinance to Amend the Official Town of Winchester Zoning Ordinance Map

- WHEREAS, One or more applications for amendments to the Map of the Town of Winchester Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and
- WHEREAS, following the requisite Notices and Public Hearings, the proposed amendment(s) have been reviewed and recommended to the Town Board by the Town's Plan Commission; and
- WHEREAS, the application(s) for amendment(s) to the Map of the Town of Winchester Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2016 update to the Town's Comprehensive Plan; and
- WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 17.59 of the Town of Winchester Zoning Code of Ordinances:

**Section 1:** The Official Zoning Map of the Town of Winchester is amended as follows:

**Property Owner:** M7 Investment Group LLC

**Legal description of property:** The property located in the Town of Winchester and being specifically described as Tax ID 028-0433, in Section 14, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin.

**Findings of Fact:**

1. The Town of Winchester has an adopted Land Use Plan
2. The Adopted 20-year Future Land Use Map in the Land Use Plan shows the Lot as Highway Commercial
3. B-2 (Community Business District) zoning is consistent with the aforementioned land use district.
4. Therefore, a zoning change from A-2, B-2, and B-3 to B-2 is consistent with the adopted Land Use Plan.
5. The zoning change is compatible with adjacent land uses.

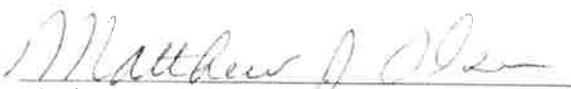
**The above-described property is hereby rezoned from:**

A-2 (General Agricultural District); B-2 (Community Business District); and B-3 (General Business District) to B-2 (Community Business District).

**Section 2:** This Ordinance shall be submitted to the Winnebago County Board for approval. The amendment to the Town of Winchester Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 20th, day of September 2021

Vote: Yes: 3 No: 0 Absent: 0 Abstain: 0

  
Matthew J Olson, Chairman

Attest:  
  
Holly Stevens, Clerk

# Town of Winchester

8522 Park Way, Larsen, WI 54947

920.836.2948

September 20, 2021

County Zoning Office  
Attn: Cary A. Rowe  
112 Otter Avenue  
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Dear Mr. Rowe,

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Winchester:

Re-zoning application submitted by DGI Winchester LLC, 200 E Washington St, Suite A, Appleton for property located in the Town of Winchester and being specifically described as Tax ID 028-0433, in Section 14, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone a portion of the property from A-2 (General Agricultural District); B-2 (Community Business District); and B-3 (General Business District) to B-2 (Community Business District).

Should you have any questions relative to this request, please feel free to call or email me.

Sincerely,



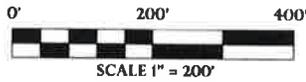
Holly Stevens  
Town of Winchester Clerk

CC County Clerk, Sue Ertmer



# CERTIFIED SURVEY MAP

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN.



FIELDWORK COMPLETED  
ON JUNE 16-18, 2021

### BASIS OF BEARINGS

THE EAST LINE OF THE SW1/4 OF SEC. 14, T.20N, R.15E, BEARS N 00°12'01" W AS REFERENCED TO THE WINNEBAGO CO. CRD SYSTEM, NAD 83 (2011).

### SURVEYOR'S NOTE

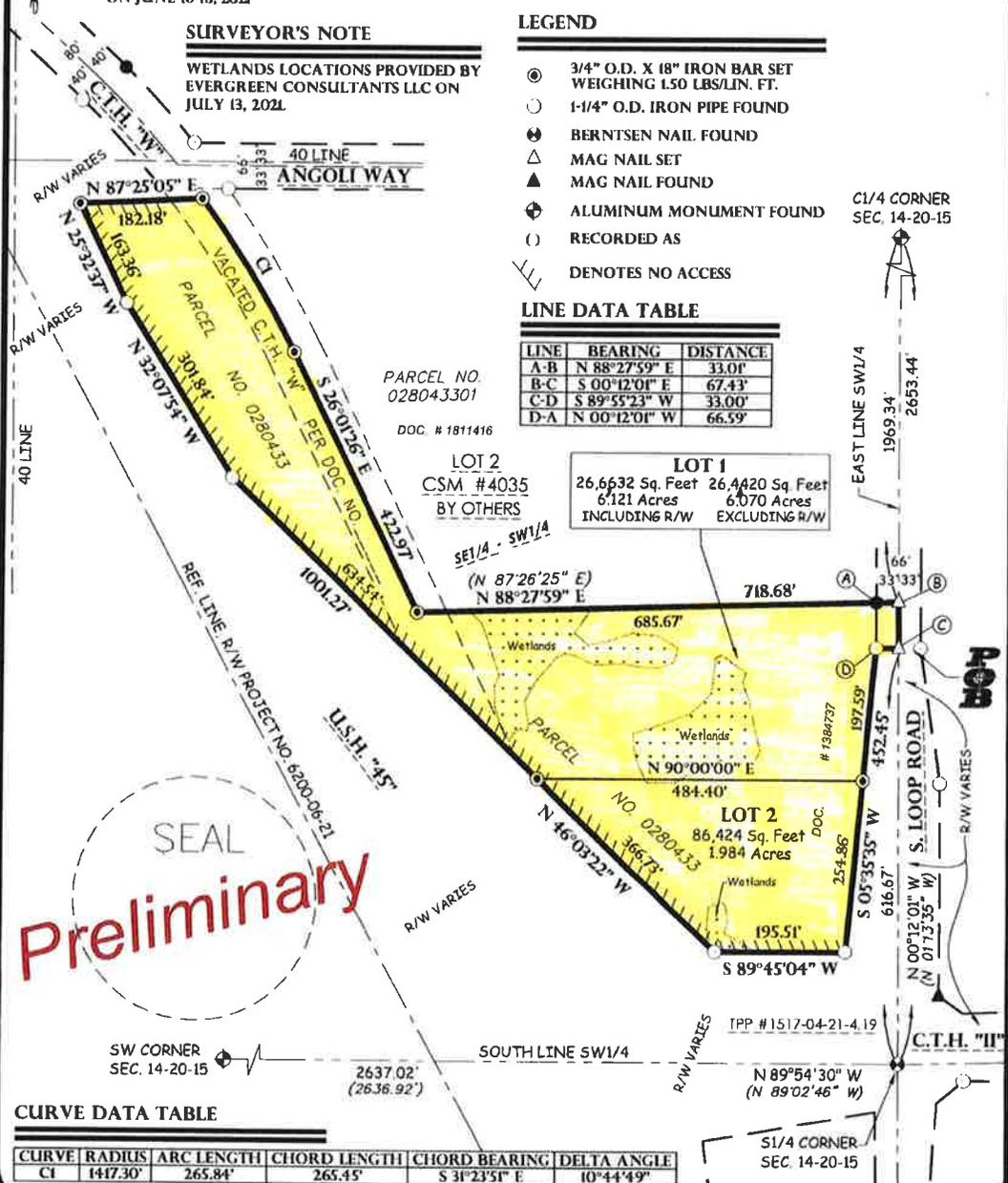
WETLANDS LOCATIONS PROVIDED BY EVERGREEN CONSULTANTS LLC ON JULY 13, 2021.

### LEGEND

- ⊙ 3/4" O.D. X 18" IRON BAR SET WEIGHING 150 LBS/LIN. FT.
- 1-1/4" O.D. IRON PIPE FOUND
- ⊕ BERNTSEN NAIL FOUND
- ▲ MAG NAIL SET
- △ MAG NAIL FOUND
- ⊕ ALUMINUM MONUMENT FOUND
- RECORDED AS
- ⊘ DENOTES NO ACCESS

### LINE DATA TABLE

LINE	BEARING	DISTANCE
A-B	N 88°27'59" E	33.0'
B-C	S 00°12'01" E	67.43'
C-D	S 89°55'23" W	33.00'
D-A	N 00°12'01" W	66.59'



SEAL  
**Preliminary**

### CURVE DATA TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	1417.30'	265.84'	265.45'	S 31°23'51" E	10°44'49"



Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999 (M) 715.344.9922 (F)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST  
AND DRAWN BY TRAVIS PLANTICO

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
JOB # 21.056

SHEET 1 OF 3 SHEETS

# CERTIFIED SURVEY MAP

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF WINCHESTER, WINNEBAGO COUNTY, WISCONSIN.

## Surveyor's Certificate

I, Jordan G. Brost, Professional Land Surveyor, hereby certify:

That I have surveyed, divided and mapped part of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 20 North, Range 15 East, Town of Winchester, Winnebago County, Wisconsin, described as follows:

Commencing at the South 1/4 corner of Section 14, Township 20 North, Range 15 East;  
Thence N 00°12'01" W along the East line of the Southwest 1/4 of said Section 14, 616.67 feet to the Point of Beginning (P.O.B.) of the parcel to be described;  
Thence S 89°55'23" W, 33.00 feet to the West right-of-way line of S. Loop Road;  
Thence S 05°35'35" W along said West right-of-way line of S. Loop Road, 452.45 feet to the North right-of-way line of C.T.H. "II";  
Thence S 89°45'04" W along said North right-of-way line of C.T.H. "II", 195.51 feet to the East right-of-way line of U.S.H. "45";  
Thence N 46°03'22" W along said East right-of-way line of U.S.H. "45", 1001.27 feet;  
Thence N 32°07'54" W along said East right-of-way line of U.S.H. "45", 301.84 feet;  
Thence N 25°32'37" W along said East right-of-way line of U.S.H. "45", 163.36 feet;  
Thence N 87°25'05" E along said East right-of-way line of U.S.H. "45", 182.18 feet to the center line of vacated C.T.H. "W";  
Thence Southeasterly 265.84 feet along the arc of a curve, along said center line of vacated C.T.H. "W", concave southwesterly, having a radius of 1417.30 feet and whose long chord bears S 31°23'51" E, 265.45 feet;  
Thence S 26°01'26" E along said center line of vacated C.T.H. "W", 422.97 feet;  
Thence N 88°27'59" E, 718.68 feet to the East line of the Southwest 1/4 of said Section 14;  
Thence S 00°12'01" E along said East line, 67.43 feet to the Point of Beginning (P.O.B.).

Containing 353,056 Square Feet - 8.105 acres.

Subject to (if any) covenants, conditions, restrictions, right-of-ways and easements of record.

That I have made such survey, land division and plat by the direction of DGI-Winchester, LLC  
That such plat is a correct representation of all exterior boundaries of the land surveyed and the subdivision thereof made.  
That I have fully complied with the provisions of Chapter 236.34 of the Wisconsin State Statutes and the Subdivision Ordinance of the Town of Winchester in surveying, dividing and mapping the same.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jordan G. Brost  
PLS No. S-3009



## Winnebago County Planning and Zoning Certificate

Pursuant to the Land Subdivision Regulations of the County of Winnebago, Wisconsin, all the requirements for approval have been fulfilled. This Minor Subdivision was approved by the Winnebago County Planning and Zoning Committee on this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Chairperson, Planning and Zoning Committee

### PREPARED BY:

Point of Beginning, Inc.  
4941 Kirschling Court  
Stevens Point, WI 54481

### OWNER:

M7 Investment Group LLC  
926 Jacobson Road  
Neenah, WI 54956

### CLIENT:

DGI-Winchester, LLC  
200 E. Washington St., Suite 2a  
Appleton, WI 54911



Land Surveying  
Civil Engineering  
Landscape Architecture  
Jordan G. Brost, PLS #3009  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999(PH) 715.344.9922(FX)

THIS INSTRUMENT WAS DRAFTED BY JORDAN BROST  
AND DRAWN BY TRAVIS PLANTICO

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
JOB # 21.056

SHEET 2 OF 3 SHEETS

# CERTIFIED SURVEY MAP

BEING A PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4  
OF SECTION 14, TOWNSHIP 20 NORTH, RANGE 15 EAST, TOWN OF  
WINCHESTER, WINNEBAGO COUNTY, WISCONSIN.

### *Owner's Certificate*

As owner, I hereby certify that I caused the land described on this certified survey map to be surveyed,  
divided and mapped as represented on the map. I also certify that this certified survey map is required by s236.34 to be  
submitted to the following for approval or objections:

Town of Winchester  
Winnebago County

Witness the hand and seal of said owner this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
M7 Investment Group LLC Representative, Owner

STATE OF WISCONSIN)  
COUNTY OF WINNEBAGO )

Personally came before me this \_\_\_\_ day of \_\_\_\_\_, 2021, the above named M7 Investment Group  
Representative, to me known to be the person who executed the foregoing instrument and hereby acknowledge the same.

\_\_\_\_\_, Notary Public, \_\_\_\_\_, Wisconsin.

My commission expires \_\_\_\_\_.

### *Town of Winchester Board Resolution*

Resolved that this certified survey map is approved for recording by the town board of the Town of Winchester.

I hereby certify that the foregoing is a resolution presented and adopted by the town board of the Town of Winchester on  
this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Town Chairperson

\_\_\_\_\_  
Town Clerk

### *Treasurer's Certificate*

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands shown hereon.

\_\_\_\_\_  
Town Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
County Treasurer

\_\_\_\_\_  
Date

#### **PREPARED BY:**

Point of Beginning, Inc.  
4941 Kirschling Court  
Stevens Point, WI 54481

#### **OWNER:**

M7 Investment Group LLC  
926 Jacobson Road  
Neenah, WI 54956

#### **CLIENT:**

DGI-Winchester, LLC  
200 E. Washington St., Suite 2a  
Appleton, WI 54911

SEAL

Preliminary



Land Surveying  
Civil Engineering  
Landscape Architecture  
**Jordan G. Brost, PLS #3009**  
4941 Kirschling Court  
Stevens Point, WI 54481  
715.344.9999(Ph) 715.344.9922(Fax)

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AND DRAWN BY TRAVIS PLANTICO

FIELD BOOK \_\_\_\_\_ PAGE \_\_\_\_\_  
JOB # 21.056

SHEET 3 OF 3 SHEETS

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: *October 29, 2021*  
TO: *County Board*  
FROM: *Jerry Bougie, Director of Planning and Zoning, Cary Rowe, Zoning Administrator*  
RE: *Approve Amendatory Ordinances*

## **Background:**

Amendments to Town zoning ordinances are required to be adopted by the Winnebago County Board pursuant to section 60.62(3), Wis. Stats., and s. 8.04, Winnebago County General Code.

## **Policy Discussion:**

County Zoning Staff receives Town zoning ordinance amendment(s) from the affected Town(s). Staff reviews the Town's action for completeness of information (i.e. findings of fact) and whether the proposed zoning amendment(s) is/are consistent with the Winnebago County Comprehensive Plan and subsequently prepares a Staff recommendation on each of the proposed zoning amendment(s). Town zoning amendments do not require a County public hearing, as the hearing has already occurred at the Town level.

For this month's agenda there are 3 Town Zoning Changes requested – they are:

1. M7 Investment Group LLC, Town of Winchester.
2. Wesley Maes and Holly Niemeyer, Town of Black Wolf
3. Luker Revocable Trust, Town of Black Wolf

Findings: All three Town Zone Changes are consistent with the Winnebago County Comprehensive Plan.

## **Requested Action:**

Motion to approve Amendatory Ordinance No. 11/02/21 on behalf of M7 Investment Group LLC, Town of Winchester

Motion to approve Amendatory Ordinance No. 11/03/21 on behalf of Wesley Maes and Holly Niemeyer, Town of Black Wolf

Motion to approve Amendatory Ordinance No. 11/04/21 on behalf of Luker Revocable Trust, Town of Black Wolf

## **Committee Action:**

1. M7 Investment Group LLC, Town of Winchester. *Motion by B. Defferding to forward zone change to County Board for approval. Motion seconded by M. Gabert. Motion approved 5-0.*

(continued next page...)

2. Wesley Maes and Holly Niemeyer, Town of Black Wolf. Motion by R. Keller to forward zone change to County Board for approval. Motion seconded by B. Defferding. Motion approved 5-0.
3. Luker Revocable Trust, Town of Black Wolf. Motion by R. Keller to forward zone change to County Board for approval. Motion seconded by B. Defferding. Motion approved 5-0.

**Attachments:**

*See attached for Amendatory Ordinance Resolutions.*

DATE: 11/16/21

# R E S O L U T I O N

No. 003

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 11/03/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF BLACK WOLF in accordance with the petition of Wesley Maes and Holly Niemeyer and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Black Wolf, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

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

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0503-06**; FROM **A-2** TO **R-1**

### COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**



## Winnebago County

Zoning Department

*The Wave of the Future*

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 29, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town Zoning Changes

1. M7 Investment Group LLC - Town Zoning Change (Tax ID No: 028-0433) – Town of Winchester.

The town zoning change for M7 Investment Group LLC is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District), B-2 (Community Business District) and B-3 (General Business District) to B-2 (Community Business District) and Winnebago County's future land use plan shows future land use as Non-residential.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

2. Wesley Maes and Holly Niemeyer - Town Zoning Change (Tax ID No: 004-0503-06) – Town of Black Wolf.

The town zoning change for Wesley Maes and Holly Niemeyer is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

3. Luker Revocable Trust - Town Zoning Change (Tax ID No: 004-0503-05) – Town of Black Wolf.

The town zoning change for Luker Revocable Trust is consistent with Winnebago County's Future Land Use Plan. The Town of Black Wolf approved the zoning change from A-2 (General Farming) to R-1 (Rural Residential) and Winnebago County's future land use plan shows future land use as Environmental.

**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**



# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902  
Office: (920) 688-1404 info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

- Name of Property Owner: Wesley Maes and Holly Niemeyer  
Address of Owner: 7534 Swiss Rd  
Oshkosh, WI 54902
- Name of Applicant: Leon Luker  
Address of Applicant: 7558 Swiss Rd  
Oshkosh, WI 54902
- Legal Description of area to be rezoned (attach CSM, if applicable): Lot 2 of CSM-7791
- Tax Parcel Number (if existing parcel): 004-0503-06
- Section: 31 Town: 17 N Range: 17 E
- Existing Zoning: A-2 Name of District: General Farming
- Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- The Town of Black Wolf has a Comprehensive Plan
- The zoning change is in compliance with that comprehensive plan.
- 
- + Add an additional acre to an existing one acre parcel.
- + One acre taken from a parcel zoned A-2 and added to a parcel zoned R-1.
- + Zoning change will remove dual zoning on newly created parcel.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on June 28, 20  , and that all required notices were posted and/or mailed as required by local ordinance.

Thomas G. Verstegen  
Thomas G. Verstegen

Date: 8-20-21



DATE: 11/16/21

# R E S O L U T I O N

No. 004

To The Board of Supervisors of Winnebago County, Wisconsin:

## AMENDATORY ORDINANCE 11/04/21

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Black Wolf in accordance with the petition of Luker Revocable Trust and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF BLACK WOLF, be and the same, are amended to provide that the attached described property be changed from the classification of **A-2 (General Farming)** of said ordinance, which it now and heretofore had, to the zoned district of **R-1 (Rural Residential)**.

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

\_\_\_\_\_  
County Board Supervisor  
(Town of Black Wolf)

PARCEL NO: **004-0503-05**; FROM **A-2** TO **R-1**

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APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jon Doemel

County Board Supervisory district **32 - Keller**



## Winnebago County

Zoning Department

*The Wave of the Future*

### MEMO FOR P & Z MEETING AGENDA OF OCTOBER 29, 2021

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAH*

RE: Review of Town Zoning Changes

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**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

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**RECOMMENDATION: Approve a motion to forward zone change to County Board for action.**

3. Luker Revocable Trust - Town Zoning Change (Tax ID No: 004-0503-05) – Town of Black Wolf.

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: *October 29, 2021*  
TO: *County Board*  
FROM: *Jerry Bougie, Director of Planning and Zoning, Cary Rowe, Zoning Administrator*  
RE: *Approve Amendatory Ordinances*

## **Background:**

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County Zoning Staff receives Town zoning ordinance amendment(s) from the affected Town(s). Staff reviews the Town's action for completeness of information (i.e. findings of fact) and whether the proposed zoning amendment(s) is/are consistent with the Winnebago County Comprehensive Plan and subsequently prepares a Staff recommendation on each of the proposed zoning amendment(s). Town zoning amendments do not require a County public hearing, as the hearing has already occurred at the Town level.

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## **Committee Action:**

1. M7 Investment Group LLC, Town of Winchester. *Motion by B. Defferding to forward zone change to County Board for approval. Motion seconded by M. Gabert. Motion approved 5-0.*

(continued next page...)

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3. **Luker Revocable Trust, Town of Black Wolf. *Motion by R. Keller to forward zone change to County Board for approval. Motion seconded by B. Defferding. Motion approved 5-0.***

**Attachments:**

*See attached for Amendatory Ordinance Resolutions.*

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# Town of Black Wolf

380 E. Black Wolf Ave. Oshkosh, Wisconsin 54902  
Office: (920) 688-1404 info@townofblackwolf.com

## ZONING CHANGE SUBMITTAL FORM

- Name of Property Owner: Luker Rev. Trust (Ann and Leon Luker)  
Address of Owner: 7558 Swiss Rd.  
Oshkosh, WI 54902
- Name of Applicant: Leon Luker  
Address of Applicant: Same
- Legal Description of area to be rezoned (attach CSM, if applicable): Lot 1 of CSM-7791  
NW 1/4 of SE 1/4, Sec 31, T 17N, R 17E.
- Tax Parcel Number (if existing parcel): 004-0503-05
- Section: 31 Town: 17 N Range: 17 E
- Existing Zoning: A-2 Name of District: General Farming
- Proposed Zoning: R-1 Name of District: Rural Residential

### To be completed by Town of Black Wolf:

8. Town Board Action: Approved  Denied

9. Findings:

- The Town of Black Wolf has a Comprehensive Plan
- The zoning change is in compliance with that comprehensive plan.

➤ Town Zoning Ordinance requires 10 acres to maintain A-2 zoning.  
 + Zoning change required for newly created parcel to be conforming. + Newly created parcel is 5.45 Acres.  
 + Seven R-1 parcels within 1100 ft.

I, Thomas G. Verstegen, Town of Black Wolf Zoning Administrator, hereby certify that a Public Hearing was conducted on June 28, 2021, and that all required notices were posted and/or mailed as required by local ordinance.

Thomas Verstegen  
Thomas G. Verstegen

Date: 8-20-21



# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: *October 29, 2021*

TO: *Planning and Zoning Committee*

FROM: *Jerry Bougie, Director of Planning and Zoning, Cary Rowe, Zoning Administrator*

RE: *Committee review and action to forward Town Zoning ordinance amendments to County Board*

## **Background:**

Amendments to Town zoning ordinances are required to be adopted by the Winnebago County Board pursuant to section 60.62(3), Wis. Stats., and s. 8.04, Winnebago County General Code.

## **Policy Discussion:**

County Zoning Staff receives Town zoning ordinance amendment(s) from the affected Town(s). Staff reviews the Town's action for completeness of information (i.e. findings of fact) and whether the proposed zoning amendment(s) is/are consistent with the Winnebago County Comprehensive Plan and subsequently prepares a Staff recommendation on each of the proposed zoning amendment(s). Town zoning amendments do not require a County public hearing, as the hearing has already occurred at the Town level.

For this month's agenda there are 3 Town Zoning Changes requested – they are:

1. M7 Investment Group LLC, Town of Winchester.
2. Wesley Maes and Holly Niemeyer, Town of Black Wolf
3. Luker Revocable Trust, Town of Black Wolf

All three Town Zone Changes are consistent with the Winnebago County Comprehensive Plan. Details for each are shown on the attached Staff memo from the County Zoning Administrator.

## **Requested Action:**

Approve a motion to forward zone change to County Board for action. (Note: separate action is taken on each of the zone changes, so there will be 3 motions by the Committee).

## **Committee Action:**

*(Added before full county board) Information on discussion at committee including who made the motion, the verbiage of the motion and any pertinent discussion items*

## **Attachments:**

*See attached*

1 **2021 ANNUAL BUDGET SESSION TO ADOPT 2022 ANNUAL BUDGET**

2 **RESOLUTION NUMBER: 228-112021**

3 **AMENDMENT NUMBER: 2021002**

4 **AMENDMENT: ~~Remove the Policy Director Position from the Table of Organization in~~ In the  
5 County Executive's Budget ~~and~~ Deduct \$117,861 in ~~Associated~~ Labor  
6 Expenditures**

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

9 **BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby amends the 2022  
10 Winnebago County Executive Budget so as to  delete \$ 117,861 from the 2022 budget of the County  
11 Executive Department:

13	Division/Department # <u>004</u>	Object # <u>51100</u>	Amount \$ <u>89,419</u>	on Page <u>83</u>
14	Division/Department # <u>004</u>	Object # <u>51200</u>	Amount \$ <u>6,841</u>	on Page <u>83</u>
15	Division/Department # <u>004</u>	Object # <u>51201</u>	Amount \$ <u>14,197</u>	on Page <u>83</u>
16	Division/Department # <u>004</u>	Object # <u>51202</u>	Amount \$ <u>739</u>	on Page <u>83</u>
17	Division/Department # <u>004</u>	Object # <u>51203</u>	Amount \$ <u>110</u>	on Page <u>83</u>
18	Division/Department # <u>004</u>	Object # <u>51206</u>	Amount \$ <u>6,036</u>	on Page <u>83</u>
19	Division/Department # <u>004</u>	Object # <u>51207</u>	Amount \$ <u>519</u>	on Page <u>83</u>

20  
21 of the 2022 Winnebago County Executive Budget, ~~for the purpose of removing the Policy Director position~~  
22 ~~from the Table of Organization in the County Executive's budget.~~

23  
24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the amended  
25  reduction in expense shall be offset by a(n)  increase to the Undesignated General Fund Balance.

26  
27 Respectfully submitted by:  
28 ~~Steven Binder, District 13~~  
29 ~~Morris Cox, District 27~~  
30 ~~Joel Rasmussen, District 31~~  
31 ~~Michael Norton, District 20~~  
32 ~~Thomas Borchart, District 3~~  
33 ~~Vicki Schorse, District 15~~

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

36  
37  
38 Approved by the Winnebago County Executive on \_\_\_\_\_

39  
40  
41 \_\_\_\_\_  
42 Johnathan D. Doemel  
Winnebago County Executive

1 229-112021

2 **RESOLUTION: Commendation for James Ryf**

3

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

5

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

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

10

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

14

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

17

Respectfully submitted by:

18

**PERSONNEL AND FINANCE COMMITTEE**

19

20 Committee Vote: **5-0**

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

22

23

24 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

25

26

27

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

28

29

1 230-112021

2 **RESOLUTION: Commendation for Kim Sensenbrenner**

3

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

5

6 **WHEREAS**, Kim Sensenbrenner has been employed with the Winnebago County Park View Health Center  
7 for the past thirty-two years, and during that time has been a most conscientious and devoted County employee; and

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

10

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

14

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

17

Respectfully submitted by:

18

**PERSONNEL AND FINANCE COMMITTEE**

19

20 Committee Vote: **5-0**

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

22

23

24 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2021

25

26

27

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

28

29

1 231-112021

2

3 **ORDINANCE: Amend Section 2.01 and Exhibit A of the General Code of Winnebago County:**  
4 **Supervisory Districts (Adopt Final Winnebago County Supervisory Redistricting**  
5 **Plan).**

6

7

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

9 **WHEREAS**, a tentative redistricting plan was previously adopted by the Winnebago County Board of  
10 Supervisors, pursuant to WIS STAT. §59.10(3); and

11 **WHEREAS**, pursuant to WIS STAT. §59.10(3)(b)2, every municipality in Winnebago County has received  
12 said plan and has adjusted its wards pursuant to WIS STAT. §5.15; and

13 **WHEREAS**, your undersigned Committee has recommended that the tentative supervisory district plan be  
14 adopted by the Winnebago County Board of Supervisors as part of the final redistricting plan.

15

16 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors that it hereby  
17 amends Section 2.01 and the accompanying Exhibit A of the General Code of Winnebago County so as to adopt and  
18 enact Winnebago County's Final Supervisory Redistricting Plan. A visual map outlining the location of the new  
19 supervisory districts shall be made available to Winnebago County Board Supervisors at the time of the County  
20 Board Meeting, or may be viewed upon request at the Winnebago County Planning and Zoning Department or at the  
21 Winnebago County Clerk's Offices or via online [[adopted tentative supervisory district plan for web.pdf](#)  
22 ([winnebago.wi.us](#))].

23 Respectfully submitted by:

24 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

25 Committee Vote: **5-0**

26

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

28

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

30

31

32

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34

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

THE GOVERNING BODY – CHAPTER 2

**2.01 SUPERVISORY DISTRICTS CREATED**

(1) Pursuant to Sec. 59.10, Wisconsin Statutes, there is hereby created a total of 36 Supervisory Districts for Winnebago County wherein 36 County Supervisors shall be elected.

(2) The numbering of each Supervisory District and the boundaries thereof are as follows: (See Exhibit A attached)

(3) This Section of the Code shall take effect and be in force upon passage and publication to cover the election of Winnebago County Board Supervisors to be elected in the Spring of 2022 and thereafter until further action of this County Board.

(4) The Chairperson of the County Board shall file a certified copy of this Ordinance with the Secretary of State to satisfy the requirements of law and the same shall constitute the final redistricting plan of Winnebago County.

(5) The terms “boundary”, “boundary line”, “island territory”, “corporate boundary”, and “municipal boundary” as used in “Exhibit A” of this Ordinance shall be defined as the boundaries and areas of towns, villages, cities, and tax parcels within Winnebago County as in existence on October 1, 2021.

(6) References to streets, roads, avenues, highways, railroad tracks and other fixtures referred to as district boundaries in this Ordinance are defined as the location of such fixtures as of October 1, 2021.

**EXHIBIT A**

**SUPERVISORY DISTRICTS**

**(1) DISTRICT 1:**

That part of the City of Menasha which lies within the following area: Commencing at the intersection of the westerly extended centerline of Frederick Street and the western corporate boundary of the City of Menasha, being a point on the western shore of Little Lake Butte des Morts; thence northerly, easterly and southerly along the corporate boundary of the City of Menasha to its intersection with the centerline of Ninth Street at the southwest corner of the Village of Fox Crossing tax parcel 121031102; thence easterly along the centerline of Ninth Street to its intersection with the centerline of Appleton Street; thence northerly

along the centerline of Appleton Street to its intersection with the centerline of Eleventh Street; thence easterly along the centerline of Eleventh Street to its intersection with the centerline of Manitowoc Street; thence southerly along the centerline of Manitowoc Street to its intersection with the centerline of Ninth Street; thence easterly along the centerline of Ninth Street to its intersection with the centerline of Melissa Street; thence southerly along the centerline of Melissa Street to its intersection with the centerline of Plank Road; thence southwestwardly along the centerline of Plank Road to its intersection with the centerline of Sixth Street; thence westerly along the centerline of Sixth Street to its intersection with the centerline of Tayco Street; thence southerly along the centerline of Tayco Street to its intersection with the centerline of Lake Street; thence westerly along the centerline and the westerly extended centerline of Lake Street to its intersection with the eastern shore of Little Lake Butte des Morts; thence northerly along the eastern shore of Little Lake Butte des Morts to its intersection with the westerly extended centerline of Frederick Street; thence westerly along the westerly extended centerline of Frederick Street to the point of beginning.

**(2) DISTRICT 2:**

That part of the City of Menasha which lies within the following area: Commencing at the intersection of the western shore of Lake Winnebago and the southern corporate boundary of the City of Menasha; thence westerly and northerly along the southern and western corporate boundary of the City of Menasha to its intersection with the westerly extended centerline of Frederick Street, being a point on the western shore of Little Lake Butte des Morts; thence easterly along said extended centerline of Frederick Street to its intersection with the eastern shore of Little Lake Butte des Morts; thence southerly along the eastern shore of Little Lake Butte des Morts to its intersection with the westerly extended centerline of Lake Street; thence easterly along the westerly extended centerline and centerline of Lake Street to its intersection with the centerline of Tayco Street; thence northerly along the centerline of Tayco Street to its intersection with the centerline of Sixth Street; thence easterly along the centerline of Sixth Street to its intersection with the centerline of Plank Road; thence southwestwardly along the centerline of Plank Road to its intersection with the centerline of Konemac Street; thence southerly along the centerline of Konemac Street to its intersection with the centerline of Second Street; thence westerly along the centerline of Second Street to its intersection with the centerline of Ice Street; thence southerly along the centerline and southerly extended centerline of Ice Street to its intersection with the centerline of the north branch of the Fox River; thence easterly along the centerline of the north branch of the Fox River to its intersection with the western shore of Lake Winnebago; thence

southerly along the western shore of Lake Winnebago to the point of beginning.

**(3) DISTRICT 3:**

Those parts of the City of Menasha and Village of Fox Crossing which lie within the following area: Commencing at the intersection of the centerline of Melissa Street and the centerline of Ninth Street; thence westerly along the centerline of Ninth Street to its intersection with the centerline of Manitowoc Street; thence northerly along the centerline of Manitowoc Street to its intersection with the centerline of Eleventh Street; thence westerly along the centerline of Eleventh Street to its intersection with the centerline of Appleton Street; thence southerly along the centerline of Appleton Street to its intersection with the centerline of Ninth Street; thence westerly along the centerline of Ninth Street to its intersection with the corporate boundary of the City of Menasha at the southwest corner of the Village of Fox Crossing tax parcel 121031102; thence northerly and westerly along the corporate boundary of the City of Menasha to its intersection with the centerline of Tayco Road; thence northerly along the centerline of Tayco Road to its intersection with the centerline of Lakeshore Drive; thence continuing northerly along the centerline of Lakeshore Drive to its intersection with the corporate boundary of the City of Menasha at the westerly extension of the south line of the City of Menasha tax parcel 740081400; thence continuing northerly and easterly along the corporate boundary of the City of Menasha to its intersection with the corporate boundary of the City of Appleton; thence southerly and easterly along the corporate boundary of the City of Appleton to its intersection with the corporate boundary of the City of Menasha at the northeast corner of the City of Menasha tax parcel 760126209; thence southerly along the corporate boundary of the City of Menasha to its intersection with the centerline of Lucerne Drive; thence westerly along the centerline of Lucerne Drive to its intersection with the centerline of Meadowview Drive; thence southerly along the centerline of Meadowview Drive to its intersection with the centerline of Geneva Road; thence westerly along the centerline of Geneva Road to its intersection with the centerline of Woodland Drive; thence southwesterly along the centerline of Woodland Drive to its intersection with the centerline of Airport Road; thence northwesterly along the centerline of Airport Road to its intersection with the centerline of Melissa Street; thence southerly along the centerline of Melissa Street to the point of beginning, excluding all of the Village of Fox Crossing island territory described as tax parcel 121005301.

**(4) DISTRICT 4:**

Those parts of the City of Menasha and Village of Fox Crossing which lie within the following area: Commencing at the intersection of the centerline of the north branch of the Fox River and the southerly extended centerline of Ice Street; thence northerly along said extended centerline and centerline of Ice Street to its intersection with the centerline of Second Street; thence easterly along the centerline of Second Street to its intersection with the centerline of Konemac Street; thence northerly along the centerline of Konemac Street to its intersection with the centerline of Plank Road; thence northeasterly along the centerline of Plank Road to its intersection with the centerline of Melissa Street; thence northerly along the centerline of Melissa Street to its intersection with the centerline of Airport Road; thence southeasterly along the centerline of Airport Road to its intersection with the centerline of Woodland Drive; thence northeasterly along the centerline of Woodland Drive to its intersection with the centerline of Geneva Road; thence easterly along the centerline of Geneva Road to its intersection with the centerline of Meadowview Drive; thence northerly along the centerline of Meadowview Drive to its intersection with the centerline of Lucerne Drive; thence easterly along the centerline of Lucerne Drive to its intersection with the corporate boundary of the City of Menasha; thence northerly along the corporate boundary of the City of Menasha to its intersection with the southern corporate boundary of the City of Appleton; thence easterly along the southern corporate boundary of the City of Appleton to its intersection with the eastern boundary of Winnebago County; thence southerly along the eastern boundary of Winnebago County to its intersection with the northern shore of Lake Winnebago; thence westerly and southerly along the shore of Lake Winnebago to its intersection with the centerline of the north branch of the Fox River; thence westerly along the centerline of the north branch of the Fox River to the point of beginning.

**(5) DISTRICT 5:**

That part of the City of Neenah which lies within the following area: Commencing at the intersection of the western shore of Lake Winnebago and the northern corporate boundary of the City of Neenah; thence westerly along the northern corporate boundary of the City of Neenah to its intersection with the western shore of Little Lake Butte des Morts; thence southerly along the western shore of Little Lake Butte des Morts to its intersection with the western bank of the Neenah Slough; thence southerly along the western bank of the Neenah Slough to its intersection with the centerline of Adams Street; thence easterly along the centerline and easterly extended centerline of Adams Street to its intersection with the centerline of the Canadian National Railroad; thence southerly along

the centerline of the Canadian National Railroad to its intersection with the centerline of West Winneconne Avenue; thence northeasterly along the centerline of West Winneconne Avenue to its intersection with the centerline of South Commercial Street; thence southerly along the centerline of South Commercial Street to its intersection with the centerline of Division Street; thence easterly along the centerline of Division Street to its intersection with the centerline of Congress Street; thence southerly along the centerline of Congress Street to its intersection with the centerline of Fairview Avenue; thence easterly along the centerline of Fairview Avenue to its intersection with the centerline of South Park Avenue; thence northerly along the centerline of South Park Avenue to its intersection with the centerline of East Wisconsin Avenue; thence southeasterly along the centerline and the southeasterly extended centerline of East Wisconsin Avenue to its intersection with the western shore of Lake Winnebago; thence northerly along the western shore of Lake Winnebago to the point of beginning.

**(6) DISTRICT 6:**

That part of the City of Neenah which lies within the following area: Commencing at the intersection of the centerline of West Cecil Street and the western bank of the Neenah Slough; thence northerly along the western bank of the Neenah Slough to its intersection with the centerline of Adams Street; thence easterly along the centerline and easterly extended centerline of Adams Street to its intersection with the centerline of the Canadian National Railroad; thence southerly along the centerline of the Canadian National Railroad to its intersection with the centerline of West Winneconne Avenue; thence northeasterly along the centerline of West Winneconne Avenue to its intersection with the centerline of South Commercial Street; thence southerly along the centerline of South Commercial Street to its intersection with the centerline of Division Street; thence easterly along the centerline of Division Street to its intersection with the centerline of Congress Street; thence southerly along the centerline of Congress Street to its intersection with the centerline of Fairview Avenue; thence easterly along the centerline of Fairview Avenue to its intersection with the centerline of South Park Avenue; thence northerly along the centerline of South Park Avenue to its intersection with the centerline of East Wisconsin Avenue; thence southeasterly along the centerline and the southeasterly extended centerline of East Wisconsin Avenue to its intersection with the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the corporate boundary of the City of Neenah at the northeast corner of the City of Neenah tax parcel 80104860500; thence southerly and westerly along the corporate boundary of the City of Neenah to its intersection with the centerline of Bayview Road; thence

northwesterly along the centerline of Bayview Road to its intersection with the centerline of South Park Avenue; thence southwesterly along the centerline of South Park Avenue to its intersection with the centerline of East Cecil Street; thence westerly along the centerline of East Cecil Street to its intersection with the centerline of Congress Street; thence southwesterly along the centerline of Congress Street to its intersection with the centerline of Haylett Street; thence westerly along the centerline of Haylett Street to its intersection with the centerline of South Commercial Street; thence southerly along the centerline of South Commercial Street to its intersection with the centerline of Wright Avenue; thence westerly along the centerline of Wright Avenue to its intersection with the centerline of Henry Street; thence northerly along the centerline of Henry Street to its intersection with the centerline of Langley Boulevard; thence westerly along the centerline of Langley Boulevard to its intersection with centerline of Marathon Avenue; thence northerly along the centerline of Marathon Avenue to its intersection with the centerline of West Cecil Street; thence westerly along the centerline of West Cecil Street to the point of beginning.

**(7) DISTRICT 7:**

That part of the City of Neenah which lies within the following area: Commencing at the intersection of the centerline of Bayview Road and the centerline of South Park Avenue; thence southwesterly along the centerline of South Park Avenue to its intersection with the centerline of East Cecil Street; thence westerly along the centerline of East Cecil Street to its intersection with the centerline of Congress Street; thence southwesterly along the centerline of Congress Street to its intersection with the centerline of Haylett Street; thence westerly along the centerline of Haylett Street to its intersection with the centerline of South Commercial Street; thence southerly along the centerline of South Commercial Street to its intersection with the centerline of Stanley Street; thence westerly along the centerline of Stanley Street to its intersection with the centerline of Bruce Street; thence southerly along the centerline of Bruce Street to its intersection with the centerline of Maple Grove Drive; thence westerly and southerly along the centerline of Maple Grove Drive to its intersection with corporate boundary of the City of Neenah; thence easterly and northerly along the corporate boundary of the City of Neenah to its intersection with the centerline of Bayview Road at the westerly extension of the north line of the Town of Neenah tax parcel 0100459; thence northwesterly along the centerline of Bayview Road to the point of beginning, excluding all of the Town of Neenah island territories described as tax parcels 010003802, 0100039, 010003901, 010003902, 010003903, 010042301, 0100424, and 010046001. In addition, all that part of the City of Neenah island territory which lies within the following area: Commencing at a point on the

corporate boundary of the City of Neenah at the northeast corner of the City of Neenah tax parcel 80110000000; thence southerly, westerly, northerly and easterly along the corporate boundary of the City of Neenah island territory to the point of beginning.

**(8) DISTRICT 8:**

That part of the City of Neenah which lies within the following area: Commencing at the intersection of the centerline of South Commercial Street and the centerline of Wright Avenue; thence westerly along the centerline of Wright Avenue to its intersection with the centerline of Henry Street; thence northerly along the centerline of Henry Street to its intersection with the centerline of Langley Boulevard; thence westerly along the centerline of Langley Boulevard to its intersection with centerline of Marathon Avenue; thence northerly along the centerline of Marathon Avenue to its intersection with the centerline of West Cecil Street; thence westerly along the centerline of West Cecil Street to its intersection with the centerline of Tullar Road; thence southerly along the centerline of Tullar Road to its intersection with the centerline of Gay Drive; thence easterly along the centerline of Gay Drive to its intersection with the centerline of Meadow Lane; thence southerly along the centerline of Meadow Lane to its intersection with the centerline of Byrd Avenue; thence easterly along the centerline and the easterly extended centerline of Byrd Avenue to its intersection with the centerline of Southbound Interstate 41; thence southerly along the centerline of Southbound Interstate 41 to its intersection with the corporate boundary of the City of Neenah; thence easterly along the southern corporate boundary of the City of Neenah to its intersection with the centerline of Maple Grove Drive; thence northerly and easterly along the centerline of Maple Grove Drive to its intersection with the centerline of Bruce Street; thence northerly along the centerline of Bruce Street to its intersection with the centerline of Stanley Street; thence easterly along the centerline of Stanley Street to its intersection with the centerline of South Commercial Street; thence northerly along the centerline of South Commercial Street to the point of beginning, excluding all of the Town of Neenah island territory described as tax parcel 0100134.

**(9) DISTRICT 9:**

Those parts of the City of Neenah and Town of Neenah which lie within the following area: Commencing at the intersection of the northern corporate boundary of the City of Neenah and the western shore of Little Lake Butte des Morts, said point also being on the southern corporate boundary of the Village of Fox Crossing; thence southerly along the

western shore of Little Lake Butte des Morts to its intersection with the western bank of the Neenah Slough; thence southerly along the western bank of the Neenah Slough to its intersection with the centerline of West Cecil Street; thence westerly along the centerline of West Cecil Street to its intersection with the centerline of Stuart Drive; thence southerly along the centerline of Stuart Drive to its intersection with the centerline of Gay Drive; thence westerly along the centerline of Gay Drive to its intersection with the centerline of Pendleton Road; thence southerly along the centerline and the southerly extended centerline of Pendleton Road to its intersection with the corporate boundary of the City of Neenah at the northeast corner of the Town of Neenah tax parcel 0100346; thence westerly and northerly along the corporate boundary of the City of Neenah to its intersection with the centerline of County Road JJ; thence southwesterly along the centerline of County Road JJ to its intersection with the most westerly corner of Town of Neenah tax parcel 010033003; thence southeasterly along the southwest line said tax parcel 010033003 to its intersection with the corporate boundary of the City of Neenah island territory; thence southerly and westerly along the corporate boundary of the City of Neenah island territory to its intersection with the southwest corner of the City of Neenah tax parcel 81200010000; thence northerly along the western boundary of said tax parcel 81200010000 and its northerly extension to its intersection with the centerline of County Road JJ; thence southwesterly along the centerline of County Road JJ to its intersection with the centerline of Dell Court; thence northerly along the centerline of Dell Court to its intersection with the corporate boundary of the City of Neenah island territory at the southwest corner of the City of Neenah tax parcel 81201010200; thence continuing northerly and easterly along the corporate boundary of the City of Neenah island territory to its intersection with the centerline of Terra Cotta Drive; thence northerly along the centerline of Terra Cotta Drive to its intersection with the centerline of Birch Bark Lane; thence easterly along the centerline of Birch Bark Lane to its intersection with the centerline of Sundial Lane; thence northerly and easterly along the centerline of Sundial Lane to its intersection with the centerline of Pemmican Trail; thence northerly along the centerline of Pemmican Trail to its intersection with the centerline of Milkweed Court; thence easterly and northerly along the centerline of Milkweed Court to its intersection with the centerline of Radcliff Road; thence westerly along the centerline of Radcliff Road to its intersection with the centerline of Dartmouth Drive; thence northerly along the centerline of Dartmouth Drive to its intersection with the centerline of Yale Lane; thence continuing northerly along the centerline of Yale Lane to its intersection with the centerline of Harvard Drive; thence continuing northerly along the centerline of Harvard Drive to its intersection with the centerline of Oakridge Road; thence southwesterly along the centerline of Oakridge Road to the western municipal boundary of the Town of Neenah; thence northerly along the western municipal boundary of the Town of Neenah to

its intersection with the southern corporate boundary of the Village of Fox Crossing; thence easterly along the southern corporate boundary of the Village of Fox Crossing to the point of beginning.

**(10) DISTRICT 10:**

That part of the City of Neenah which lies within the following area: Commencing at the intersection of the centerline of Tullar Road and the centerline of Gay Drive; thence easterly along the centerline of Gay Drive to its intersection with the centerline of Meadow Lane; thence southerly along the centerline of Meadow Lane to its intersection with the centerline of Byrd Avenue; thence easterly along the centerline and the easterly extended centerline of Byrd Avenue to its intersection with the centerline of Southbound Interstate 41; thence southerly along the centerline of Southbound Interstate 41 to its intersection with the corporate boundary of the City of Neenah; thence westerly and northerly along the corporate boundary of the City of Neenah to its intersection with the southerly extended centerline of Pendleton Road at the northeast corner of the Town of Neenah tax parcel 0100346; thence northerly along the southerly extended centerline and centerline of Pendleton Road to its intersection with the centerline of Gay Drive; thence easterly along the centerline of Gay Drive to its intersection with the centerline of Stuart Drive; thence northerly along the centerline of Stuart Drive to its intersection with the centerline of West Cecil Street; thence easterly along the centerline of West Cecil Street to its intersection with the centerline of Tullar Road; thence southerly along the centerline of Tullar Road to the point of beginning, excluding all of the Town of Neenah island territories described as tax parcels 010005202, 0100054, 010005405, 010005406, 0100056, 010005601, 010005602, 010005603, 010005701, 010005702, 010006002, 010007902, 010009301, 0101551, 0101552, 0101553, 0101554, 0101560, 0101561, 0101562 and 0101563. In addition, all of the City of Neenah island territory described as tax parcel 8114000001.

**(11) DISTRICT 11:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of West Smith Avenue and the centerline of North Main Street; thence southerly along the centerline of North Main Street to its intersection with the centerline of West Murdock Avenue; thence westerly along the centerline of West Murdock Avenue to its intersection with the centerline of Jackson Street; thence southerly along the centerline of Jackson Street to its intersection with the centerline of Stanley Avenue; thence westerly along the centerline of Stanley Avenue to its intersection with the centerline of Wisconsin

Street; thence southerly along the centerline of Wisconsin Street to its intersection with the centerline of West Bent Avenue; thence westerly along the centerline of West Bent Avenue to its intersection with the centerline of Spruce Street; thence southerly along the centerline of Spruce Street to its intersection with the centerline of Lamar Avenue; thence westerly along the centerline of Lamar Avenue to its intersection with the centerline of Elmwood Avenue; thence northeasterly along the centerline of Elmwood Avenue to its intersection with the centerline of West Bent Avenue; thence westerly along the centerline of West Bent Avenue to its intersection with the centerline of Algoma Boulevard; thence northwesterly along the centerline of Algoma Boulevard to its intersection with the centerline of West Murdock Avenue; thence westerly along the westerly extended centerline of West Murdock Avenue to its intersection with the centerline of the Fox River; thence northwesterly along the centerline of the Fox River to its intersection with the corporate boundary of the City of Oshkosh; thence northerly, easterly and southerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of Vinland Street at the southeast corner of the Town of Oshkosh tax parcel 018015501; thence southerly along the centerline of Vinland Street to its intersection with the centerline of West Smith Avenue; thence easterly along the centerline of West Smith Avenue to the point of beginning, excluding all of the Town of Oshkosh island territory described as tax parcel 018009001.

**(12) DISTRICT 12:**

Those parts of the City of Oshkosh and Town of Oshkosh which lie within the following area: Commencing at the intersection of the northern municipal boundary of the Town of Oshkosh and the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the corporate boundary of the City of Oshkosh at the southwest corner of the Town of Oshkosh tax parcel 0181748; thence northerly, westerly and southerly along the corporate boundary of the City of Oshkosh to its intersection with the southeast corner of the Town of Oshkosh tax parcel 01804990501; thence westerly along the south line and the westerly extension of the south line of said tax parcel 01804990501 to its intersection with the centerline of Jackson Street; thence southerly along the centerline of Jackson Street to its intersection with the easterly extension of the south line of the Town of Oshkosh tax parcel 018004005; thence westerly along the south line and extended south line of the said tax parcel 018004005 to its intersection with the centerline of Zion Street; thence southerly along the centerline of Zion Street to its intersection with the centerline of Olson Avenue; thence westerly along the centerline of Olson Avenue to its intersection with the corporate boundary of the City of Oshkosh being a point on the east line of

Town of Oshkosh tax parcel 0180045; thence southerly, westerly, northerly, westerly and southerly along the corporate boundary of the City of Oshkosh to its intersection with the northern municipal boundary of the Town of Algoma, also being the southern municipal boundary of the Town of Oshkosh; thence westerly and northerly along the municipal boundary of the Town of Oshkosh to the northern shore of Lake Butte des Morts; thence southeasterly along the northern shore of Lake Butte des Morts to its intersection with the northern bank of Daggets Creek; thence easterly along the northern bank of Daggets Creek to its intersection with the centerline of County Road S; thence southeasterly along the centerline of County Road S to its intersection with the west line of Section 28, Township 19 North, Range 16 East; thence northerly along the west line of said Section 28 to the northwest corner thereof, being a point on the northern municipal boundary of the Town of Oshkosh; thence easterly along the northern municipal boundary of the Town of Oshkosh to the point of beginning, excluding the City of Oshkosh island territory described as tax parcels 91518613000, 91518613100 and 91518613200, and also excluding all that part of the City of Oshkosh island territory which lies within the following area: Commencing at a point on the corporate boundary of the City of Oshkosh island territory at the northeast corner of the City of Oshkosh tax parcel 91560103700; thence southerly, westerly, northerly, and easterly along the corporate boundary of the City of Oshkosh island territory to the point of beginning. In addition, all of the Town of Oshkosh island territory described as tax parcel 018009001.

**(13) DISTRICT 13:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Harrison Street and the centerline of East Smith Avenue; thence westerly along the centerline of East Smith Avenue to its intersection with the centerline of North Main Street; thence northerly along the centerline of North Main Street to its intersection with the centerline of West Smith Avenue; thence westerly along the centerline of West Smith Avenue to its intersection with centerline of Vinland Street; thence northerly along the centerline of Vinland Street to its intersection with the corporate boundary of the City of Oshkosh at the southeast corner of the Town of Oshkosh tax parcel 018015501; thence northerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of Olson Avenue; thence easterly along the centerline of Olson Avenue to its intersection with the centerline of Zion Street; thence northerly along the centerline of Zion Street to its intersection with the westerly extension of the south line of the Town of Oshkosh tax parcel 018004005; thence easterly along the south line and extended south line of said tax parcel 018004005 to its intersection with the centerline of Jackson Street; thence northerly along

the centerline of Jackson Street to its intersection with the westerly extension of the south line of the Town of Oshkosh tax parcel 01804990501; thence easterly along the extended south line and south line of said tax parcel 01804990501 to the southeast corner thereof, being a point on the corporate boundary of the City of Oshkosh; thence northerly, easterly and southerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of Harrison Street at the southwest corner of the Town of Oshkosh tax parcel 0180179; thence southerly along the centerline of Harrison Street to the point of beginning. In addition, all that part of the City of Oshkosh island territory which lies within the following area: Commencing at a point on the corporate boundary of the City of Oshkosh island territory at the northeast corner of the City of Oshkosh tax parcel 91560103700; thence southerly, westerly, northerly, and easterly along the corporate boundary of the City of Oshkosh island territory to the point of beginning.

**(14) DISTRICT 14:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Harrison Street and the centerline of East Smith Avenue; thence westerly along the centerline of East Smith Avenue to its intersection with the centerline of North Main Street; thence southerly along the centerline of North Main Street to its intersection with the centerline of East Nevada Avenue; thence easterly along the centerline of East Nevada Avenue to its intersection with the centerline of Broad Street lying easterly of the Canadian National Railroad tracks; thence southerly along the centerline of Broad Street to its intersection with the centerline of East New York Avenue; thence easterly along the centerline and easterly extended centerline of East New York Avenue to its intersection with the western shore of Miller Bay; thence northerly and easterly along the shore of Miller Bay to its intersection with the western shore of Lake Winnebago being a point on the corporate boundary of the City of Oshkosh; thence northerly and westerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of Harrison Street at the southwest corner of the Town of Oshkosh tax parcel 0180179; thence southerly along the centerline of Harrison Street to the point of beginning. In addition, all of the City of Oshkosh island territory described as tax parcels 91518613000, 91518613100 and 91518613200.

**(15) DISTRICT 15:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Algoma Boulevard and

the centerline of West Bent Avenue; thence easterly along the centerline of West Bent Avenue to its intersection with the centerline of Elmwood Avenue; thence southwesterly along the centerline of Elmwood Avenue to its intersection with the centerline of Lamar Avenue; thence easterly along the centerline of Lamar Avenue to its intersection with the centerline of Spruce Street; thence southerly along the centerline of Spruce Street to its intersection with the centerline of West New York Avenue; thence westerly along the centerline of West New York Avenue to its intersection with the centerline of Elmwood Avenue; thence southeasterly along the centerline of Elmwood Avenue to its intersection with the easterly extended centerline of Woodland Avenue; thence southwesterly along the extended centerline and centerline of Woodland Avenue to its intersection with the centerline of High Avenue; thence southeasterly along the centerline of High Avenue to its intersection with the centerline of Rockwell Avenue; thence southwesterly along the centerline and westerly extended centerline of Rockwell Avenue to its intersection with the centerline of the Fox River; thence southeasterly along the centerline of the Fox River to its intersection with the centerline of Ohio Street; thence southerly along the centerline of Ohio Street to its intersection with the centerline of Witzel Avenue; thence westerly along the centerline of Witzel Avenue to its intersection with the centerline of Knapp Street; thence southerly along the centerline of Knapp Street to its intersection with the centerline of West 4<sup>th</sup> Avenue; thence westerly along the centerline of West 4<sup>th</sup> Avenue to its intersection with the centerline of Guenther Street; thence northerly along the centerline of Guenther Street to its intersection with the centerline of Witzel Avenue; thence westerly along the centerline of Witzel Avenue to its intersection with the centerline of North Westfield Street; thence northerly along the centerline of North Westfield Street to its intersection with the centerline of Oshkosh Avenue; thence westerly along the centerline of Oshkosh Avenue to its intersection with the centerline of Omro Road; thence continuing westerly along the centerline of Omro Road to its intersection with the centerline of the Southbound Interstate 41 exit ramp; thence northerly along the centerline of the Southbound Interstate 41 exit ramp to its intersection with the corporate boundary of the City of Oshkosh; thence continuing northerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of the Fox River; thence southeasterly along the centerline of the Fox River to its intersection with the westerly extended centerline of West Murdock Avenue; thence easterly along said extended centerline of West Murdock Avenue to its intersection with the centerline of Algoma Boulevard; thence southeasterly along the centerline of Algoma Boulevard to the point of beginning.

**(16) DISTRICT 16:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of West Irving Avenue and the centerline of Frederick Street; thence southerly along the centerline of Frederick Street to its intersection with the centerline of West Parkway Avenue; thence easterly along the centerline of West Parkway Avenue to its intersection with the centerline of North Main Street; thence southerly along the centerline of North Main Street to its intersection with the centerline of Church Avenue; thence northwesterly along the centerline of Church Avenue to its intersection with the centerline of Division Street; thence southwesterly along the centerline of Division Street to its intersection with the centerline of Jackson Street; thence southerly along the centerline of Jackson Street to its intersection with the centerline of the Fox River; thence northwesterly along the centerline of the Fox River to its intersection with the westerly extended centerline of Rockwell Avenue; thence northeasterly along the extended centerline and centerline of Rockwell Avenue to its intersection with the centerline of High Avenue; thence northwesterly along the centerline of High Avenue to its intersection with the centerline of Woodland Avenue; thence northeasterly along the centerline and extended centerline of Woodland Avenue to its intersection with the centerline of Elmwood Avenue; thence southeasterly along the centerline of Elmwood Avenue to its intersection with the centerline of West Lincoln Avenue; thence easterly along the centerline of West Lincoln Avenue to its intersection with the centerline of Cherry Street; thence southerly along the centerline of Cherry Street to its intersection with the centerline of West Irving Avenue; thence easterly along the centerline of West Irving Avenue to the point of beginning.

**(17) DISTRICT 17:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of West Murdock Avenue and the centerline of North Main Street; thence southerly along the centerline of North Main Street to its intersection with the centerline of Scott Avenue; thence westerly along the centerline of Scott Avenue to its intersection with the centerline of Central Street; thence southerly along the centerline of Central Street to its intersection with the centerline of West Irving Avenue; thence westerly along the centerline of West Irving Avenue to its intersection with the centerline of Cherry Street; thence northerly along the centerline of Cherry Street to its intersection with the centerline of West Lincoln Avenue; thence westerly along the centerline of West Lincoln Avenue to its intersection with the centerline of Elmwood Avenue; thence northwesterly along the centerline of Elmwood Avenue to its intersection with the centerline of West New York Avenue; thence

easterly along the centerline of West New York Avenue to its intersection with the centerline of Spruce Street; thence northerly along the centerline of Spruce Street to its intersection with the centerline of West Bent Avenue; thence easterly along the centerline of West Bent Avenue to its intersection with the centerline of Wisconsin Street; thence northerly along the centerline of Wisconsin Street to its intersection with the centerline of Stanley Avenue; thence easterly along the centerline of Stanley Avenue to its intersection with the centerline of Jackson Street; thence northerly along the centerline of Jackson Street to its intersection with the centerline of West Murdock Avenue; thence easterly along the centerline of West Murdock Avenue to the point of beginning.

**(18) DISTRICT 18:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of North Main Street and the centerline of East Nevada Avenue; thence easterly along the centerline of East Nevada Avenue to its intersection with the centerline of Broad Street lying easterly of the Canadian National Railroad tracks; thence southerly along the centerline of Broad Street to its intersection with the centerline of East New York Avenue; thence easterly along the centerline and easterly extended centerline of East New York Avenue to its intersection with the western shore of Miller Bay; thence northerly and easterly along the shore of Miller Bay to its intersection with the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the easterly extended centerline of Merritt Avenue; thence westerly along said extended centerline and centerline of Merritt Avenue to its intersection with the centerline of Bowen Street; thence northerly along the centerline of Bowen Street to its intersection with the centerline of East Parkway Avenue; thence westerly along the centerline of East Parkway Avenue to its intersection with the centerline of West Parkway Avenue; thence continuing westerly along the centerline of West Parkway Avenue to its intersection with the centerline of Frederick Street; thence northerly along the centerline of Frederick Street to its intersection with the centerline of West Irving Avenue; thence easterly along the centerline of West Irving Avenue to its intersection with the centerline of Central Street; thence northerly along the centerline of Central Street to its intersection with the centerline of Scott Avenue; thence easterly along the centerline of Scott Avenue to its intersection with the centerline of North Main Street; thence northerly along the centerline of North Main Street to the point of beginning.

**(19) DISTRICT 19:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of North Main Street and the centerline of East Parkway Avenue; thence easterly along the centerline of East Parkway Avenue to its intersection with the centerline of Bowen Street; thence southerly along the centerline of Bowen Street to its intersection with the centerline of Merritt Avenue; thence easterly along the centerline and easterly extended centerline of Merritt Avenue to its intersection with the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the centerline of the Fox River; thence northwesterly along the centerline of the Fox River to its intersection with the centerline of Jackson Street; thence northerly along the centerline of Jackson Street to its intersection with the centerline of Division Street; thence northeasterly along the centerline of Division Street to its intersection with the centerline of Church Avenue; thence southeasterly along the centerline of Church Avenue to its intersection with the centerline of North Main Street; thence northerly along the centerline of North Main Street to the point of beginning.

**(20) DISTRICT 20:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Knapp Street and the centerline of Witzel Avenue; thence easterly along the centerline of Witzel Avenue to its intersection with the centerline of Ohio Street; thence northerly along the centerline of Ohio Street to its intersection with the centerline of the Fox River; thence southeasterly along the centerline of the Fox River to its intersection with the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the easterly extended centerline of East 15<sup>th</sup> Avenue; thence westerly along said extended centerline and centerline of East 15<sup>th</sup> Avenue to its intersection with the centerline of West 15<sup>th</sup> Avenue; thence continuing westerly along the centerline of West 15<sup>th</sup> Avenue to its intersection with the centerline of Ohio Street; thence southerly along the centerline of Ohio Street to its intersection with the centerline of West 17<sup>th</sup> Avenue; thence westerly along the centerline of West 17<sup>th</sup> Avenue to its intersection with the centerline of Georgia Street; thence northerly along the centerline of Georgia Street to its intersection with the centerline of West 12<sup>th</sup> Avenue; thence westerly along the centerline of West 12<sup>th</sup> Avenue to its intersection with the centerline of Knapp Street; thence northerly along the centerline of Knapp Street to the point of beginning.

**(21) DISTRICT 21:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of West 20<sup>th</sup> Avenue and the centerline of Georgia Street; thence northerly along the centerline of Georgia Street to its intersection with the centerline of West 17<sup>th</sup> Avenue; thence easterly along the centerline of West 17 Avenue to its intersection with the centerline of Ohio Street; thence northerly along the centerline of Ohio Street to its intersection with the centerline of West 15<sup>th</sup> Avenue; thence easterly along the centerline of West 15<sup>th</sup> Avenue to its intersection with the centerline of East 15<sup>th</sup> Avenue; thence continuing easterly along the centerline and easterly extended centerline of East 15<sup>th</sup> Avenue to the western shore of Lake Winnebago, also being a point on the eastern corporate boundary of the City of Oshkosh; thence southerly and westerly along the corporate boundary of the City of Oshkosh to its intersection with the south quarter corner of Section 34, Township 18 North, Range 16 East; thence continuing westerly along the south line of Section 34, Township 18 North, Range 16 East to its intersection with the centerline of Southbound Interstate 41; thence northerly along the centerline of Southbound Interstate 41 to its intersection with the centerline of West 20<sup>th</sup> Avenue; thence easterly along the centerline of West 20<sup>th</sup> Avenue to the point of beginning, excluding all of the Town of Black Wolf island territories described as tax parcels 0040019, 0040020, 004002001, 004002002, 004002004, 004002005 and 004002006. In addition, all that part of the City of Oshkosh island territory which lies within the following area: Commencing at a point on the corporate boundary of the City of Oshkosh island territory at the intersection of the centerline of West Ripple Avenue and the centerline of Oregon Street; thence easterly, southerly, westerly and northerly along the corporate boundary of the City of Oshkosh island territory to the point of beginning.

**(22) DISTRICT 22:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Southbound Interstate 41 and the centerline of Witzel Avenue; thence easterly along the centerline of Witzel Avenue to its intersection with the centerline of Guenther Street; thence southerly along the centerline of Guenther Street to its intersection with the centerline of West 4<sup>th</sup> Avenue; thence easterly along the centerline of West 4<sup>th</sup> Avenue to its intersection with the centerline of Knapp Street; thence southerly along the centerline of Knapp Street to its intersection with the centerline of West 12<sup>th</sup> Avenue; thence easterly along the centerline of West 12<sup>th</sup> Avenue to its intersection with the centerline of Georgia Street; thence southerly along the centerline of Georgia Street to its intersection with the centerline of West 20<sup>th</sup> Avenue;

thence westerly along the centerline of West 20<sup>th</sup> Avenue to its intersection with the centerline of Southbound Interstate 41; thence northerly along the centerline of Southbound Interstate 41 to the point of beginning.

**(23) DISTRICT 23:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Oshkosh Avenue and the centerline of North Westfield Street; thence southerly along the centerline of North Westfield Street to its intersection with the centerline of Witzel Avenue; thence westerly along the centerline of Witzel Avenue to its intersection with the centerline of Southbound Interstate 41; thence southerly along the centerline of Southbound Interstate 41 to its intersection with the centerline of West 9<sup>th</sup> Avenue; thence westerly along the centerline of West 9<sup>th</sup> Avenue to its intersection with the centerline of Greenfield Trail; thence northerly along the centerline of Greenfield Trail to its intersection with the centerline of Abbey Avenue; thence westerly along the centerline of Abbey Avenue to its intersection with the centerline of South Westhaven Drive; thence northerly along the centerline of South Westhaven Drive to its intersection with the centerline of Witzel Avenue; thence westerly along the centerline of Witzel Avenue to its intersection with the corporate boundary of the City of Oshkosh; thence northerly and easterly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of the Southbound Interstate 41 exit ramp to Omro Road; thence southerly along the centerline of said exit ramp to its intersection with the centerline of Omro Road; thence easterly along the centerline of Omro Road to its intersection with the centerline of Oshkosh Avenue; thence continuing easterly along the centerline of Oshkosh Avenue to the point of beginning.

**(24) DISTRICT 24:**

Those parts of the City of Oshkosh and Town of Algoma which lie within the following area: Commencing at the intersection of the centerline of Witzel Avenue and the centerline of South Westhaven Drive; thence southerly along the centerline of South Westhaven Drive to its intersection with the centerline of Sawyer Creek; thence southwesterly along the centerline of Sawyer Creek to its intersection with the centerline of West 9<sup>th</sup> Avenue; thence westerly along the centerline of West 9<sup>th</sup> Avenue to its intersection with the centerline of South Oakwood Road; thence southerly along the centerline of South Oakwood Road to its intersection with the centerline of Ruschfield Drive; thence southwesterly along the centerline of Ruschfield Drive to its intersection with the centerline of Sawyer Creek

Drive; thence southerly and westerly along the centerline of Sawyer Creek Drive to its intersection with the centerline of Wellington Drive; thence northerly along the centerline of Wellington Drive to its intersection with the centerline of Mockingbird Way; thence westerly along the centerline of Mockingbird Way to its intersection with the southerly extension of the east line of the City of Oshkosh tax parcel 91336090000; thence northerly along the extended east line and east line of said tax parcel 91336090000 to the northeast corner thereof, being a point on the corporate boundary of the City of Oshkosh; thence westerly and southerly along the corporate boundary of the City of Oshkosh to its intersection with the southern municipal boundary of the Town of Algoma at the southeast corner of the southwest quarter of the southeast quarter of Section 31, Township 18 North, Range 16 East; thence westerly and northerly along the municipal boundary of the Town of Algoma to its intersection with the centerline of State Road 21; thence easterly along the centerline of State Road 21 to its intersection with the centerline of Leonard Point Road; thence northerly along the centerline of Leonard Point Road to its intersection with the centerline of Omro Road; thence easterly along the centerline of Omro Road to its intersection with the corporate boundary of the City of Oshkosh at the northeast corner of the Town of Algoma tax parcel 00201070204; thence southerly along the corporate boundary of the City of Oshkosh to its intersection with the centerline of Witzel Avenue; thence easterly along the centerline of Witzel Avenue to the point of beginning, excluding all of the City of Oshkosh island territory described as tax parcel 91334750000. In addition, including all of the Town of Algoma island territories described as tax parcels 002035001, 002035005, 0020352, 0020400, 002040101, 002040501, 0020406, 0020413, 002041301, 002041302, 0020414 and 002041501.

**(25) DISTRICT 25:**

That part of the City of Oshkosh which lies within the following area: Commencing at the intersection of the centerline of Southbound Interstate 41 and the centerline of West 9<sup>th</sup> Avenue; thence westerly along the centerline of West 9<sup>th</sup> Avenue to its intersection with the centerline of Greenfield Trail; thence northerly along the centerline of Greenfield Trail to its intersection with the centerline of Abbey Avenue; thence westerly along the centerline of Abbey Avenue to its intersection with the centerline of South Westhaven Drive; thence northerly along the centerline of South Westhaven Drive to its intersection with the centerline of Sawyer Creek; thence southwesterly along the centerline of Sawyer Creek to its intersection with the centerline of West 9<sup>th</sup> Avenue; thence westerly along the centerline of West 9<sup>th</sup> Avenue to its intersection with the centerline of South Oakwood Road; thence southerly along the centerline of South Oakwood Road to its intersection with the centerline of Ruschfield Drive;

thence southwesterly along the centerline of Ruschfield Drive to its intersection with the centerline of Sawyer Creek Drive; thence southerly and westerly along the centerline of Sawyer Creek Drive to its intersection with the centerline of Wellington Drive; thence northerly along the centerline of Wellington Drive to its intersection with the centerline of Mockingbird Way; thence westerly along the centerline of Mockingbird Way to its intersection with the southerly extension of the east line of the City of Oshkosh tax parcel 91336090000; thence northerly along the extended east line and east line of said tax parcel 91336090000 to the northeast corner thereof, being a point on the corporate boundary of the City of Oshkosh; thence westerly, southerly, easterly and northerly along the corporate boundary of the City of Oshkosh to its intersection with the northwest corner of Section 3, Township 17 North, Range 16 East, said point also being on the south line of Section 34, Township 18 North, Range 16 East; thence westerly along the south line of said Section 34, Township 18 North, Range 16 East to its intersection with the centerline of Southbound Interstate 41; thence northerly along the centerline of Southbound Interstate 41 to the point of beginning, excluding all of the Town of Algoma island territories described as tax parcels 002035001, 002035005, 0020352, 0020400, 002040101, 002040501, 0020406, 0020413, 002041301, 002041302, 0020414 and 002041501. In addition, including all of the City of Oshkosh island territory described as tax parcel 91334750000.

**(26) DISTRICT 26:**

That part of the City of Appleton which lies within Winnebago County, and those parts of the Village of Fox Crossing and City of Menasha which lie within the following area: Commencing at the northeastern corner of Winnebago County; thence westerly along the northern boundary of Winnebago County to its intersection with the eastern shore of Little Lake Butte des Morts; thence southwesterly along the eastern shore of Little Lake Butte des Morts to its intersection with the westerly extended centerline of Annex Lane; thence easterly along the extended centerline and centerline of Annex Lane to its intersection with the centerline of Beck Street; thence southerly along the centerline of Beck Street to its intersection with the corporate boundary of the City of Menasha at the westerly extension of the north line of the City of Menasha tax parcel 740091901; thence easterly along the corporate boundary of the City of Menasha to its intersection with the corporate boundary of the City of Appleton at the southeast corner of the Village of Fox Crossing tax parcel 121006301; thence continuing easterly along the south corporate boundary of the City of Appleton to its intersection with the eastern boundary of Winnebago County; thence northerly along the eastern boundary of Winnebago County to the point of beginning. In addition,

including all of the Village of Fox Crossing island territory described as tax parcel 121005301.

**(27) DISTRICT 27:**

That part of the Village of Fox Crossing which lies within the following area: Commencing at the intersection of the eastern shore of Little Lake Butte des Morts and the northern boundary of Winnebago County; thence westerly along the northern boundary of Winnebago County to its intersection with the centerline of County Road CB; thence southerly along the centerline of County Road CB to its intersection with the centerline of East Shady Lane; thence easterly along the centerline of East Shady Lane to its intersection with the centerline of Cold Spring Road; thence southerly along the centerline of Cold Spring Road to its intersection with the centerline of Jacobsen Road; thence easterly along the centerline of Jacobsen Road to its intersection with the centerline of Northbound Interstate 41; thence northerly along the centerline of Northbound Interstate 41 to its intersection with the centerline of Eastbound US Highway 10; thence easterly along the centerline of Eastbound US Highway 10 to its intersection with the western shore of Little Lake Butte des Morts; thence southerly along the western shore of Little Lake Butte des Morts to its intersection with the corporate boundary of the City of Menasha at a point on the south line of Section 9, Township 20 North, Range 17 East; thence easterly along the corporate boundary of the City of Menasha to its intersection with the centerline of Tayco Street at the easterly extension of the south line of the Village of Fox Crossing tax parcel 1213202; thence northerly along the centerline of Tayco Street to its intersection with the centerline of Tayco Road; thence continuing northerly along the centerline of Tayco Road to its intersection with the centerline of Lakeshore Drive; thence continuing northerly along the centerline of Lakeshore Drive to its intersection with the corporate boundary of the City of Menasha at the westerly extension of the south line of the City of Menasha tax parcel 740081400; thence continuing northerly and easterly along the corporate boundary of the City of Menasha to its intersection with the centerline of Beck Street at the easterly extension of the south line of the Village of Fox Crossing tax parcel 121008201; thence northerly along the centerline of Beck Street to its intersection with the centerline of Annex Lane; thence westerly along the centerline and extended centerline of Annex Lane to its intersection with the eastern shore of Little Lake Butte des Morts; thence northeasterly along the eastern shore of Little Lake Butte des Morts to the point of beginning.

**(28) DISTRICT 28:**

That part of the Village of Fox Crossing which lies within the following area: Commencing at the intersection of the western shore of Little Lake Butte des Morts and the centerline of Eastbound US Highway 10; thence westerly along the centerline of Eastbound US Highway 10 to its intersection with the centerline of Northbound Interstate 41; thence southerly along the centerline of Northbound Interstate 41 to its intersection with the centerline of Jacobsen Road; thence westerly along the centerline of Jacobsen Road to its intersection with the centerline of Cold Spring Road; thence northerly along the centerline of Cold Spring Road to its intersection with the centerline of East Shady Lane; thence westerly along the centerline of East Shady Lane to its intersection with the centerline of Irish Road; thence southerly along the centerline of Irish Road to its intersection with the centerline of Jacobsen Road; thence westerly along the centerline of Jacobsen Road to its intersection with the corporate boundary of the Village of Fox Crossing; thence southerly and easterly along the corporate boundary of the Village of Fox Crossing to its intersection with the western shore of Little Lake Butte des Morts; thence northerly along the western shore of Little Lake Butte des Morts to the point of beginning.

**(29) DISTRICT 29:**

Those parts of the Village of Fox Crossing and Town of Clayton which lie within the following area: Commencing at the intersection of the northern boundary of Winnebago County and the centerline of Oakwood Avenue; thence southerly along the centerline of Oakwood Avenue to its intersection with the centerline of Larsen Road; thence westerly along the centerline of Larsen Road to its intersection with the centerline of County Road T; thence southerly along the centerline of County Road T to its intersection with the southern municipal boundary of the Town of Clayton; thence easterly and northerly along the municipal boundary of the Town of Clayton to its intersection with the centerline of Jacobsen Road; thence easterly along the centerline of Jacobsen Road to its intersection with the centerline of Irish Road; thence northerly along the centerline of Irish Road to its intersection with the centerline of East Shady Lane; thence easterly along the centerline of East Shady Lane to its intersection with the centerline of County Road CB; thence northerly along the centerline of County Road CB to its intersection with the northern boundary of Winnebago County; thence westerly along the northern boundary of Winnebago County to the point of beginning.

**(30) DISTRICT 30:**

All of the Town of Vinland, and those parts of the Town of Neenah, Town of Oshkosh and Town Winneconne which lie within the following area: Commencing at the intersection of the northern municipal boundary of the Town of Winneconne and the eastern shore of Lake Winneconne; thence easterly along the northern municipal boundary of the Town of Winneconne to its intersection with the municipal boundary of the Town of Vinland thence continuing easterly along the northern municipal boundary of the Town of Vinland to its intersection with the western municipal boundary of the Town of Neenah; thence northerly along the western municipal boundary of the Town of Neenah to its intersection with the centerline of Oakridge Road; thence northeasterly along the centerline of Oakridge Road to its intersection with the centerline of Harvard Drive; thence southerly along the centerline of Harvard Drive to its intersection with the centerline of Yale Lane; thence continuing southerly along the centerline of Yale Lane to its intersection with the centerline of Dartmouth Drive; thence continuing southerly along the centerline of Dartmouth Drive to its intersection with the centerline of Radcliff Road; thence easterly along the centerline of Radcliff Road to its intersection with the centerline of Milkweed Court; thence southerly and westerly along the centerline of Milkweed Court to its intersection with the centerline of Pemmican Trail; thence southerly along the centerline of Pemmican Trail to its intersection with the centerline of Sundial Lane; thence westerly along the centerline of Sundial Lane to its intersection with the centerline of Birch Bark Lane; thence continuing westerly along the centerline of Birch Bark Lane to its intersection with the centerline of Terra Cotta Drive; thence southerly along the centerline of Terra Cotta Drive to its intersection with the corporate boundary of the City of Neenah island territory; thence westerly and southerly along the City of Neenah island territory to its intersection with the centerline of Dell Court at the southwest corner of the City of Neenah tax parcel 81201010200; thence southerly along the centerline of Dell Court to its intersection with the centerline of County Road JJ; thence northeasterly along the centerline of County Road JJ to its intersection with the northerly extension of the west line of the City of Neenah tax parcel 81200010000; thence southerly along the extended west line and west line of said tax parcel 81200010000 to the southwest corner thereof; thence easterly along said tax parcel to the southeasterly corner thereof; thence northerly along the east line and extended east line of said tax parcel 81200010000 to its intersection with the centerline of County Road JJ; thence northeasterly along the centerline of County Road JJ to its intersection with the corporate boundary of the City of Neenah; thence southerly and easterly along the corporate boundary of the City of Neenah to its intersection with the western shore of Lake Winnebago; thence southerly along the western shore of Lake Winnebago to its intersection with the southern municipal boundary of the Town of Vinland; thence

westerly along the southern municipal boundary of the Town of Vinland to its intersection with the northwest corner of Section 28, Township 19 North, Range 16 East; thence southerly along the west line of said Section 28 to its intersection with the centerline of County Road S; thence northwesterly along the centerline of County Road S to its intersection with the northern bank of Daggetts Creek; thence westerly along the northern bank of Daggetts Creek to its intersection with the eastern shore of Lake Butte des Morts; thence northwesterly along the eastern shore of Lake Butte des Morts to its intersection with the eastern municipal boundary of the Town of Winneconne; thence northerly along the eastern municipal boundary of the Town of Winneconne to its intersection with the centerline of Grimson Road; thence westerly along the centerline and extended centerline of Grimson Road to its intersection with the centerline of Northbound US Highway 45; thence northerly along the centerline of Northbound US Highway 45 to its intersection with the centerline of County Road G; thence westerly along the centerline of County Road G to its intersection with the centerline of County Road M; thence northerly along the centerline of County Road M to its intersection with the centerline of the Arrowhead River; thence westerly along the centerline of the Arrowhead River to its intersection with the eastern shore of Lake Winneconne; thence northerly along the eastern shore of Lake Winneconne to the point of beginning, excluding all of the City of Neenah island territories described as tax parcels 80110000000 and 81140000001. In addition, including all of the Town of Neenah island territories described as tax parcels 010003802, 0100039, 010003901, 010003902, 010003903, 010005202, 0100054, 010005405, 010005406, 0100056, 010005601, 010005602, 010005603, 010005701, 010005702, 010006002, 010007902, 010009301, 0100134, 010042301, 0100424, 010046001, 0101551, 0101552, 0101553, 0101554, 0101560, 0101561, 0101562, 0101563.

**(31) DISTRICT 31:**

Those parts of the Town of Algoma and Town of Omro which lie within the following area: Commencing at the intersection of the centerline of Marquart Lane and the centerline of State Road 21; thence easterly along the centerline of State Road 21 to its intersection with the centerline of Leonard Point Road; thence northerly along the centerline of Leonard Point Road to its intersection with the centerline of Omro Road; thence easterly along the centerline of Omro Road to its intersection with corporate boundary of the City of Oshkosh at the northeast corner of the Town of Algoma tax parcel 00201070204; thence continuing easterly and northerly along the corporate boundary of the City of Oshkosh to the centerline of Lake Butte des Morts, being a point on the northern municipal boundary of the Town of Algoma; thence northwesterly and

southerly along the municipal boundary of the Town of Algoma to its intersection with the centerline of Leonard Point Road; thence westerly along the centerline of Leonard Point Road to its intersection with the centerline of Marquart Lane; thence southerly along the centerline of Marquart Lane to the point of beginning.

**(32) DISTRICT 32:**

All of the Town of Black Wolf, all of the Town of Nekimi, and that part of the Town of Utica which lie within the following area: Commencing at the intersection of the centerline of State Road 44 and the southern boundary of Winnebago County; thence easterly along the southern boundary of Winnebago County to its intersection with the western shore of Lake Winnebago; thence northerly along the western shore of Lake Winnebago to its intersection with the corporate boundary of the City of Oshkosh at the northeast corner of the Town of Black Wolf tax parcel 0040007; thence westerly along the southern corporate boundary of the City of Oshkosh to its intersection with the northern municipal boundary of the Town of Nekimi at the northeast corner of the Town of Nekimi tax parcel 0120081; thence westerly along the northern municipal boundary of the Town of Nekimi to its intersection with the northern municipal boundary of the Town of Utica; thence continuing westerly along the northern municipal boundary of the Town of Utica to its intersection with the centerline of Elo Road; thence southerly along the centerline of Elo Road to its intersection with the centerline of State Road 44; thence southwestly along the centerline of State Road 44 to the point of beginning, excluding the all that part of the City of Oshkosh island territory which lies within the following area: Commencing at a point on the corporate boundary of the City of Oshkosh island territory at the intersection of the centerline of West Ripple Avenue and the centerline of Oregon Street; thence easterly, southerly, westerly and northerly along the corporate boundary of the City of Oshkosh island territory to the point of beginning. In addition, all of the Town of Black Wolf island territories described as tax parcels 0040001, 004000203, 004000204, 0040009, 0040019, 0040020, 004002001, 004002002, 004002004, 004002005 and 004002006.

**(33) DISTRICT 33:**

All of the Town of Nepeuskun, all of the Town of Rushford, all of the Town of Poygan, and those parts of the Town of Omro and Town of Utica which lie within the following area: Commencing at the intersection of the western boundary of Winnebago County and the northern municipal boundary of the Town of Poygan; thence easterly and southerly along the northern and eastern municipal boundary of the Town of Poygan to its

intersection with the northern municipal boundary of the Town of Omro; thence easterly along the northern municipal boundary of the Town of Omro to its intersection with the centerline of Ginnow Road; thence southerly along the centerline of Ginnow Road to its intersection with the corporate boundary of the City of Omro; thence southerly along the western corporate boundary of the City of Omro to its intersection with the centerline of Waukau Road; thence continuing southerly along the centerline of Waukau Road to its intersection with the centerline of County Road E; thence easterly along the centerline of County Road E to its intersection with the east bank of Spring Brook, said creek located and shown as being the southwest boundary of Lot 1 of Certified Survey Map No. 3990; thence northerly along the centerline of Spring Brook to its intersection with the centerline of State Road 21; thence easterly along the centerline of State Road 21 to its intersection with the eastern municipal boundary of the Town of Omro; thence southerly and westerly along the municipal boundary of the Town of Omro to its intersection with the centerline of Elo Road; thence southerly along the centerline of Elo Road to its intersection with the centerline of State Road 44; thence southwesterly along the centerline of State Road 44 to its intersection with the southern boundary of Winnebago County; thence westerly and northerly along the boundary of Winnebago County to the point of beginning.

**(34) DISTRICT 34:**

All of the City of Omro and that part of the Town of Omro which lie within the following area: Commencing at the intersection of the northern municipal boundary of the Town of Omro and the centerline of Ginnow Road; thence southerly along the centerline of Ginnow Road to its intersection with the corporate boundary of the City of Omro; thence southerly along the western corporate boundary of the City of Omro to its intersection with the centerline of Waukau Road; thence continuing southerly along the centerline of Waukau Road to its intersection with the centerline of County Road E; thence easterly along the centerline of County Road E to its intersection with the east bank of Spring Brook, said creek located and shown as being the southwest boundary of Lot 1 of Certified Survey Map No. 3990; thence northerly along the centerline of Spring Brook to its intersection with the centerline of State Road 21; thence easterly along the centerline of State Road 21 to its intersection with the centerline of Marquart Lane; thence northerly along the centerline of Marquart Lane to its intersection with the centerline of Leonard Point Road; thence easterly along the centerline of Leonard point Road to its intersection with the eastern municipal boundary of the Town of Omro; thence northerly and westerly along the municipal boundary of the Town of Omro to the point of beginning.

**(35) DISTRICT 35:**

All of the Village of Winneconne and that part of the Town of Winneconne which lie within the following area: Commencing at the intersection of the eastern municipal boundary of the Town of Winneconne and the centerline of Grimson Road; thence westerly along the centerline and extended centerline of Grimson Road to its intersection with the centerline of Northbound US Highway 45; thence northerly along the centerline of Northbound US Highway 45 to its intersection with the centerline of County Road G; thence westerly along the centerline of County Road G to its intersection with the centerline of County Road M; thence northerly along the centerline of County Road M to its intersection with the centerline of the Arrowhead River; thence westerly along the centerline of the Arrowhead River to its intersection with the eastern shore of Lake Winneconne; thence northerly along the eastern shore of Lake Winneconne to its intersection with the northern municipal boundary of the Town of Winneconne; thence westerly, southerly, easterly and northerly along the municipal boundary of the Town of Winneconne to the point of beginning.

**(36) DISTRICT 36:**

All of the Town of Wolf River, all of the Town of Winchester, and that part of the Town of Clayton which lie within the following area: Commencing at the intersection of the northern boundary of Winnebago County and the centerline of Oakwood Avenue; thence southerly along the centerline of Oakwood Avenue to its intersection with the centerline of Larsen Road; thence westerly along the centerline of Larsen Road to its intersection with the centerline of County Road T; thence southerly along the centerline of County Road T to its intersection with the southern municipal boundary of the Town of Clayton; thence westerly along the southern municipal boundary of the Town of Clayton to its intersection with the municipal boundary of the Town of Winchester; thence continuing westerly along the southern municipal boundary of the Town of Winchester to its intersection with the municipal boundary of the Town of Wolf River; thence continuing westerly along the southern municipal boundary of the Town of Wolf River to its intersection with the western boundary of Winnebago County; thence northerly and easterly along the boundary of Winnebago County to the point of beginning.

2 **RESOLUTION: Authorize a Three (3)-Year Contract Between Winnebago County and**  
3 **Advanced Correctional Healthcare, Inc Agreement**  
4

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

6 **WHEREAS**, Winnebago County Sheriffs Department wishes to enter into a 3-year contract with Advance  
7 Correctional Healthcare, Inc with two possible one year extension options; and

8 **WHEREAS**, this 3-year contract shall be effective on November 17, 2021, and shall terminate as of the 31<sup>st</sup>  
9 day of December, 2024, unless extended or terminated earlier; and

10 **WHEREAS**, the County will pay the Advanced Correctional Healthcare, Inc the sum of \$90,062.23 per month  
11 upon satisfactory completion of the work and performance; and

12 **WHEREAS**, your undersigned Committee has reviewed said contract and recommends its approval.  
13

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes  
15 the Winnebago County Executive and the Winnebago County Clerk to execute the 3-year service contract with  
16 Advanced Correctional Healthcare, Inc, pursuant to the terms contained within the agreement attached to this  
17 Resolution.

18 Respectfully submitted by:

19 **PERSONNEL & FINANCE COMMITTEE**

20 Committee Vote: **5-0**

21 Respectfully submitted by:

22 **JUDICIARY & PUBLIC SAFETY COMMITTEE**

23 Committee Vote: **5-0**

24 Vote Required for Passage: **Two-Thirds of Membership**  
25

26 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.  
27

28 \_\_\_\_\_  
29 Jonathan D. Doemel  
30 Winnebago County Executive

## CONTRACT ROUTING SLIP

**\*\*\*NEW- Department must complete top portion\*\*\***

Provider Name: Advanced Correctional Healthcare, Inc  
\_\_\_\_\_.

**\*\*\*\* Contract must be signed by Provider before routing \*\*\*\***

County Department: Winnebago County Sheriff's Office  
\_\_\_\_\_.

Contact person for Department: Captain David Mack . Ext.: 7339.

Return Provider's copy by (check one):

Email to Jessica Young (jessica.young@advancedch.com)  
\_\_\_\_\_.

Mail to address on contract

Other (describe): \_\_\_\_\_.

Comments:

_____ _____ _____
-------------------------

**\*\*\*AFTER COMPLETING SECTION ABOVE, SEND TO PURCHASING WITH THREE COPIES OF THE CONTRACT\*\*\***

Purchase Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Insurance Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Corp Counsel Approved: \_\_\_\_\_ Date: \_\_\_\_\_

Returned to Department (Date): \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**WINNEBAGO COUNTY**  
**PURCHASE OF SERVICES CONTRACT**

**RE: Jail Medical and Pharmacy Services**

**THIS AGREEMENT** by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Advanced Correctional Healthcare, Inc, hereinafter referred to as "PROVIDER."

**WITNESSETH:**

**WHEREAS** the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of ***Jail Medical and Pharmacy Services***; and

**WHEREAS** the PROVIDER whose address is 720 Cool Springs Blvd Suite 100, Franklin, TN 37067, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, the COUNTY and the PROVIDER do agree as follows:

1. **TERM**: This is a multi-year contract with two (2) possible one (1) year extension options.

The term of this Agreement shall be effective on November 17, 2021, and shall terminate as of the 31st day of December, 2024, unless extended, or may terminate sooner if agreed upon by the parties. The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

2. **SERVICE TO BE PROVIDED**: PROVIDER agrees to provide the following:

- services detailed in the bid specifications (RFB) #           ; or  
 request for proposals (RFP) #SH06-21 and the response thereto, if any; or  
 request for quotes (RFQ) #           , and the response there to, if any; or  
 Schedule A,

attached hereto, and incorporated herein by reference.

In the event of a conflict between or among any of the above-checked provisions, it is agreed that the terms of Schedule A, to the extent of any conflict, will be controlling, but only as it pertains to the specific service to be provided.

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.
5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT**: The COUNTY will pay the PROVIDER for all the aforementioned work the sum of **Ninety-Thousand Sixty-Two dollars and 23/100 Monthly (\$ \$90,062.23 per month)** upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31<sup>st</sup> must be invoiced to COUNTY by January 31<sup>st</sup> of the subsequent year or the invoice will be subject to a 10% deduction for late billing.
8. **WISCONSIN LAW CONTROLLING**: It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION:**

- A. This Agreement shall be covered by the laws of the State of Wisconsin.
- B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
  - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  - 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
  - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
  - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
  - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
  - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
  - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

10. **PROVIDER EFFICIENCY:** PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In

providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.

11. **INDEPENDENT CONTRACTOR STATUS:** The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.

12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.

13. **HOLD HARMLESS:**

At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay solely by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.

At all times during the term of this Agreement, the COUNTY agrees to indemnify, save harmless, and defend PROVIDER, its boards, commission, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that PROVIDER, its officers, employees, agencies, boards, commissions and representatives may sustain, incur, or be required to pay solely by reason of the COUNTY's alleged acts/omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the PROVIDER, its agencies, boards, commissions, officers, employees, or representatives.

14. **INSURANCE:**

A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:

- 1) **Workers' Compensation**: (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
- 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
  - a) Premises—Operations
  - b) Products and Completed Operations
  - c) Broad Form Property Damage
  - d) Contractual
  - e) Personal Injury
- 3) **Professional Liability**: (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.
- 4) **Automobile Liability**: Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
  - a) Owned Automobiles
  - b) Hired Automobiles
  - c) Non-Owned Automobiles

B. The certificate shall list the **Certificate Holder and Address** as follows:

WINNEBAGO COUNTY  
ATTENTION PURCHASING MANAGER  
P.O. BOX 2808  
OSHKOSH WI 54903-2808

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

- C. Such insurance shall include, under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"
- D. Such Insurance Certificate shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to:

WINNEBAGO COUNTY  
ATTENTION PURCHASING MANAGER

P.O. BOX 2808  
OSHKOSH WI 54903-2808

All such notices shall name the provider and identify the project.

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

WINNEBAGO COUNTY  
ATTENTION PURCHASING MANAGER  
P.O. BOX 2808  
OSHKOSH WI 54903-2808

or email to: [lforbes@co.winnebago.wi.us](mailto:lforbes@co.winnebago.wi.us).

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
16. **DISCRIMINATION:** During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
17. **AFFIRMATIVE ACTION:** PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.
18. **EQUAL OPPORTUNITY EMPLOYER:** PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."

19. **COMPLIANCE INFORMATION:** PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
20. **PROVIDER'S LEGAL STATUS:** PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.
21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **ENTIRE AGREEMENT:** The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.



1 233-112021

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**RESOLUTION: Authorize the Transfer of an Additional \$600,000 from Park View Health Center's Unrestricted Fund Balance to the Park View Health Center's Capital Project for a Garage, Storage and Training Facility and Approve Applying for and Accepting the Healthcare Infrastructure Capital Grant to Help Fund This Undertaking**

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

9 **WHEREAS**, the Park View Ancillary Training Center is required for the facility to institute its own state-  
10 approved CNA certification program; and

11 **WHEREAS**, building plan bids were received in September 2021 and lowest bidder exceeded the initial  
12 budgeted amount; and

13 **WHEREAS**, the Healthcare Infrastructure Capital Grant information was released at the end of October  
14 2021.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes the transfer of an additional \$600,000 from Park View Health Center's Unrestricted Fund Balance to the  
17 Park View Health Center's Capital Project for a garage, storage and training facility and approve applying for and  
18 accepting the Healthcare Infrastructure Capital Grant to help fund this undertaking.

19

20 **Fiscal Impact:** This will decrease Park View Health Center's Unrestricted Fund Balance by \$600,000.

21  
22

Respectfully submitted by:

23  
24 Committee Vote: **5-0**

**PERSONNEL & FINANCE COMMITTEE**

25

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

27

28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

29  
30  
31

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

## Park View Training Facility Funding Status (9/10/2021)

Original Funding (for entire project)	\$	749,000.00
Programming	\$	(7,069.00)
Design	\$	<u>(58,795.00)</u>
Remaining funding for Construction	\$	683,136.00
Construction Bid	\$	955,830.00
Network fiber to building	\$	26,445.00
Network Equipment	\$	6,000.00
Utility Connection (Est)	\$	10,000.00
HVAC Controls	\$	5,000.00
Classroom and other Furniture & Equipment (Est)	\$	25,000.00
Door Access Control	\$	5,000.00
AV Equipment (Est)	\$	15,000.00
Construction Contingency (8%)	\$	<u>76,466.00</u>
Funding Required to Start Construction	\$	1,124,741.00
Additional Funding Needed	\$	441,605.00



# NURSE AIDE TRAINING PROGRAM – GUIDELINES FOR APPROVAL

Division of Quality Assurance / Office of Caregiver Quality

P-01814 (01/2018)

## OBJECTIVE OF THE NURSE AIDE TRAINING PROGRAM

To provide a basic level of both knowledge and demonstrable skills for individuals who provide nursing or nursing-related services to residents in a skilled nursing facility (SNF) or nursing facility (NF) and who are not licensed health professionals or volunteers who provide services without monetary compensation.

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## APPLICATION PROCESS

1. A representative from an agency interested in becoming an approved nurse aide training program (NATP) contacts:  
**DHS / Division of Quality Assurance  
Office of Caregiver Quality (OCQ)  
PO Box 2969  
Madison WI 53701  
608-261-8319**
2. A Training Program Packet is provided to the applicant, which includes the following:
  - *Nurse Aide Training Program – Guidelines for Approval* (P-01814)
  - *Nurse Aide Training Program – Application for Approval* (F-62220 /120-hour NATP)
  - *Nurse Aide Bridge Training Program – Application for Approval* (F-02219 / 45-hour Bridge NATP)
  - *Nurse Aide Training Program – Application for Approval Checklist* (F-02157)
  - *Nurse Aide Training Program – Primary Instructor Application* (F-62610)
  - *Nurse Aide Training Program – Classroom/Laboratory Specifications* (F-02119)
  - *Nurse Aide Training Program – Basic Equipment List* (F-01726)
  - Wis. Admin. Code ch. DHS 129 and Wis. Stat. § 146.40
  - *Wisconsin Nurse Aide Training Program and Registry Manual*, Chapter 1 and 2 (P-00118)
  - *Wisconsin Caregiver Program Manual*, Chapter 2 (P-00038)
  - *Background Information Disclosure (BID)* (F-82064)
3. The applicant returns the prerequisite items and application form to the OCQ Nurse Consultant for review.
4. The material is reviewed and the following determinations are made:
  - If the materials received are determined to be complete, a notice of preliminary approval is mailed to the director/coordinator or owner of the program.
  - If the material is deemed incomplete, additional information is requested.
5. The evaluation schedule is as follows:
  - Initial (on-site prior to approval)
  - Within six (6) months of approval
  - Every two (2) years thereafter
  - As deemed necessary by DHS

The Division of Quality Assurance, Office of Caregiver Quality reserves the right to conduct unannounced evaluations of approved NATPs. Wis. Admin. Code § DHS 129.05(2)(d)c states that the approval of an NATP may be withdrawn if the program refuses to permit unannounced state visits.

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## NURSE AIDE TRAINING PROGRAM REQUIREMENTS

1. DQA form F-62220, *Nurse Aide Training Program – Application for Approval*, or DQA form F-02219, *Nurse Aide Bridge Training Program – Application for Approval*, are to be completed and submitted to the Department of Health Services (DHS), Office of Caregiver Quality (OCQ).
2. All prerequisite materials contained in the Training Program Packet must be submitted to OCQ prior to the initial on-site evaluation of the NATP.
3. The training of nurse aide students must be performed by, or under the general supervision of a registered nurse who possesses a minimum of two (2) years of nursing experience; at least one (1) year of which must be in the provision of services at a long-term care facility.
  - All potential instructors for classroom and clinical training must be approved by DHS.
  - Resumes and a copy of current nursing licenses for all potential instructors must be submitted for review. Information should contain inclusive dates of work and educational experience. It should be noted whether work experiences were full-time or part-time. If part-time, list the number of hours worked per week and the total number of weeks worked. The *Nurse Aide Training Program – Primary Instructor Application* (DQA form F-62610), is provided within this packet for the use of potential instructors.
  - A licensed practical nurse (LPN) or licensed vocational nurse (LVN) under the supervision of the primary instructor may provide skills training instruction and supervision if he or she has one (1) year of experience in caring for the elderly and/or the chronically ill of any age. However, he or she may not sign off on the skills checklist. The primary instructor **must** observe and provide the written verification of skills competency.
  - Resource personnel from health-related fields with a minimum of one year of current experience in caring for the elderly or the chronically ill of any age may be utilized as a program trainer upon approval from DHS.
4. Upon approval of an NATP, OCQ must be informed of substantial changes made to the program. Substantial change means any change in the:
  - Program designee
  - Primary instructor
  - Curriculum
  - Program site
5. The coordinator or primary instructor and the nursing facility with which he or she has contracted are responsible for verifying that clinical facilities used in the training of nurse aide students are in good standing with DHS. This verification must be documented in the NATP's files and must be available during the evaluation process. This is to ensure that the status of the facility is current and that the facility complies with the mandates of appropriate regulatory agencies.
6. The clinical contract must be renewed annually and/or upon any change of facility or school administration and submitted to OCQ. Information pertaining to the development of the clinical contract is included in this packet.
7. The specific focus of the evaluation process as it relates to the curriculum is the integration of a teaching format that emphasizes both teaching and evaluation of basic skills. These basic theory topics and skills are the minimal requirements mandated by federal regulations and are listed in the Federal Registry, September 26, 1991, § 483.152.
8. Program policies are to be developed and submitted with the prerequisite items prior to an on-site evaluation. Additions and/or changes should be submitted to OCQ. Suggested policies are those for attendance, grading, uniforms, confidentiality, etc.
9. The area designated as the classroom/lab in a facility-based program must be an area that is not designated for resident care. The classroom and skills training facilities will provide adequate temperature controls, clean and safe conditions, and adequate space to accommodate students. Adequate lighting and all required equipment, including audiovisual equipment and any equipment needed for simulating resident care, must be provided. The *Nurse Aide Training Program – Basic Equipment List* (F-01726) is included within the packet.
10. The size of the classroom/lab is not specified; however, the classroom/lab will be evaluated for adequacy based on the number of students enrolled and how the space is utilized.

11. Lab equipment must be in the skills lab at all times for demonstration, practice, and return student demonstration.
12. Competency with respect to all clinical lab skills is to be verified by the **primary instructor** prior to the beginning of the clinical rotation, and a record of such must be placed in the student's file.
13. During classroom and lab instruction, students should be oriented to the various forms used to document resident information prior to clinical experiences. Documentation on the appropriate flow sheets/forms must be completed with instructor supervision during the clinical rotation.
14. Student records must be maintained on file for a minimum of three (3) years. The records must include the trainee's name, social security number, dates, hours of attendance, quiz and test scores, course evaluations, and other relevant documentation.
15. The program must provide all students with a certificate of completion certifying the student's successful completion of the program.
16. Wisconsin requires that a certified, 120-hour NATP consist of a minimum of one hundred twenty (120) hours. This is to include eighty-eight (88) hours of classroom instruction and skills practicum and a minimum of thirty-two (32) hours of clinical experience in an appropriate clinical setting.
17. Wisconsin requires that a certified, 45-hour Bridge NATP consist of a minimum of 45 hours. This is to include a minimum of 16 hours of clinical experience in a clinical setting, approved by the department, working with residents with Alzheimer's disease or a related dementia.
18. A program must utilize an application that informs the trainees of the policies of the program and must provide notification to trainees sponsored by Medicaid-certified nursing facilities that they are not responsible for any costs associated with training, including deposits for textbooks and/or supplies used.
19. Students may be employed after sixteen (16) hours of classroom training if the following topics have been covered in class:
  - Communication and interpersonal skills
  - Infection control
  - Safety/emergency procedures, including the Heimlich maneuver
  - Promoting resident independence
  - Respecting resident rights
20. The program must provide the employer with verification that the program has provided the above instruction.
21. A program that does not meet the requirements for certification after the second submission of materials to assess the implementation of the program will not be certified and cannot reapply to the OCQ for a period of six (6) months.

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## PRIMARY INSTRUCTOR REQUIREMENTS AT CLINICAL SITE

1. The instructor/student ratio may not be greater than 1:8 in the clinical area.
2. Instructors must not be involved in more than one role while supervising students in the clinical area.
3. Clinical assignments are to be made by the primary instructor with the approval of the facility staff. Students must review resident's charts to retrieve pertinent information needed by the students in providing care to the resident. Care plan information is to be reviewed at the beginning of each experience and should include new orders or changes in resident status.
4. Student assignments should be shared in advance of the arrival of the students. During at least one (1) clinical experience, it is recommended that students care for a minimum of two (2) and not more than four (4) residents during a specified clinical day. Students should be given individual assignments. Clinical assignments should provide the following:
  - Care of residents with varied levels of care needs
  - The opportunity to be evaluated on organizational skills and time management
5. The primary instructor is responsible for the supervision of the clinical performance of all LPN instructors.

## CLINICAL SITE REQUIREMENTS

1. Students may not provide care to unassigned residents. Students are not to be assigned to, or supervised by, facility aides at any time during their clinical rotation. All clinical instruction must be with instructor supervision.
2. At all times students must maintain safe practices and infection control and respect resident rights. Students must demonstrate knowledge regarding the assigned resident's diagnoses and identified needs.
3. Students and instructors must wear the appropriate uniform for the performance of resident care and must comply with school policy. The uniform must include a nametag that designates the name of the NATP and the individual's status (i.e., student or instructor).
4. The scheduled clinical hours must provide experiences that meet expected outcomes outlined in DHS 129. It is suggested that the length of the clinical day not exceed eight (8) hours.
5. It is the responsibility of the instructor to inform the facility administrator/director or nurses of the date of the evaluation and the arrival of the DHS evaluator(s) both to perform the evaluation and to obtain clinical assignment/resident information.
6. OCQ evaluators request approximately 10 to 15 minutes during the pre-clinical conference to inform students of their role in the evaluation process. Observations of student performances will include, but will not be limited to, the expected outcomes of the curriculum.

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## CLINICAL CONTRACT SUGGESTIONS

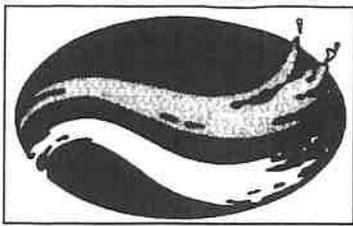
### Nurse Aide Training Program (NATP)

1. The NATP will be responsible for all planned learning experiences related to program objectives and will provide appropriate faculty for this purpose.
2. The NATP is responsible for the initiation of the contract and the annual renewal.
3. The NATP shall provide the clinical facility with the schedule of the clinical rotation and the names of the students and instructor(s).
4. The selection of each student's assigned residents is to be made by the primary instructor of the program in cooperation with the designated facility liaison.
5. The assignments are to be given to the appropriate facility designee at least 24 hours in advance of the student's arrival.
6. The LTC facility is to be notified prior to each clinical rotation.
7. The LTC facility is to be notified prior to the arrival of the DHS evaluator(s) conducting the on-site evaluation.
8. The NATP will provide one (1) instructor for every eight (8) students.
9. The NATP will provide RN supervision for all LPN instructors assigned to supervise students in the clinical area.
10. Orientation to the long-term care facility is to be the responsibility of the NATP instructor(s) and should include introductions to the appropriate clinical facility staff and input from each regarding specific rules and regulations for the students and instructor(s).
11. All student activities and care of residents is to be with approved instructor supervision.
12. Students are not to be assigned to facility staff to provide care or to receive instruction.
13. Instructors and students will wear uniform attire as designated by the NATP and will wear nametags that designate both their status as instructors or students and the name of the NATP.
14. The NATP is responsible for all accidents/incidents related to student activities.
15. The NATP will provide documentation of the required immunizations/tests and background checks for the instructor(s) and students.
16. The NATP will abide by all policies and procedures mandated by the facility.
17. The NATP is responsible for notifying the facility of any change in schedule and for notifying the charge nurse of the need to reassign resident care in the event of a student absence.

18. The provision of resident information to students is the responsibility of the instructor(s).
19. The NATP is responsible for the selection of resident care to comply with the experiences that the students require. The selection of the unit utilized is to be made with joint approval by the NATP and the LTC facility.

### **Long-Term Care (LTC) Facility**

1. The LTC facility will provide space for the instructor(s) and students to store personal effects before and after conferences.
2. The LTC facility will assign a liaison/contact person to assist the program coordinator/instructor in the coordination of the student's clinical rotation.
3. The LTC facility is responsible for notifying the staff of the rotation of students and the arrival of the OCQ evaluator(s).
4. The LTC facility will allow the OCQ evaluator(s) to review the residents' charts prior to the evaluation and to observe the students' performance of resident care, with the residents' approval.
5. Students are utilizing the LTC facility for a learning experience and may not be utilized or requested to render care to unassigned residents.
6. The LTC facility will specify limitations with regard to the conduct of the nurse aide students during clinical rotation (e.g., no use of hand held devices).
7. The LTC facility will designate the appropriate forms/flow sheets used for documentation by students with instructor supervision.
8. The facility must maintain compliance with the mandates of regulatory agencies and the Wisconsin Department of Health Services, Division of Quality Assurance to qualify as a clinical training site for any state-approved NATP.
9. The LTC facility is to maintain responsibility for the overall care of residents during all clinical rotations.
10. The termination of the contractual agreement is to be initiated by either party with reasonable advanced notification in order to permit the NATP to seek a contract with another LTC facility.



# BID TABULATION

RFB #: PV01-21

RFB TITLE: ANCILLARY TRAINING BUILDING

**WINNEBAGO COUNTY**

DUE DATE: 9/8/2021

SUBMITTED BY:	BASE BID	UP-1	BB/CC
Capelle Bros. & Diedrich Inc.	\$ 955,830.00	\$ 33.00	BB
Cardinal Construction Co. Inc.	\$ 1,070,000.00	\$ 55.00	BB
IEI General Contractors Inc.	\$ 1,033,000.00	\$ 55.00	BB
Mike Koenig Construction Co Inc.	\$ 965,000.00	\$ 36.00	BB
Milbach Construction Services Co.	\$ 1,074,057.00	\$ 30.38	BB

PROJECT CODE #5054

TOTAL \$ 749,000

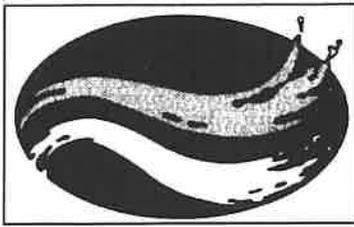
BALANCE \$ 683,136

9/16/21

WILL NEED ADDITIONAL \$ 272,694

PLUS CONTINGENCY  
5-10<sup>3</sup>

<b>Park View Ancillary Building - Project #5054</b>		
<b>2020 Activity</b>		
<b>Vendor</b>	<b>Amount</b>	
Kontext Architects	7,069.00	
	<b>7,069.00</b>	
<b>2021 Activity</b>		
<b>Vendor</b>	<b>Amount</b>	
Kontext Architects	15,231.00	
Kontext Architects	7,846.00	
Kontext Architects	4,616.00	
	<b>27,693.00</b>	
2020 Activity	7,069.00	
2021 Activity	27,693.00	
<b>Total</b>	<b>34,762.00</b>	
Project Total	749,000.00	
Spent to-date	(34,762.00)	
Encumbrances on PO's	(31,102.00)	
Available balance	<b>683,136.00</b>	<b>9/16/2021</b>



## BID TABULATION

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**WINNEBAGO COUNTY**

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Milbach Construction Services Co.	\$ 1,074,057.00	\$ 30.38	BB

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: 11/9/21  
TO: PVHC COMMITTEE  
FROM: ADMINISTRATOR OF PARK VIEW HEALTH CENTER AND FACILITIES  
RE: ANCILLARY TRAINING FACILITY

## **Background:**

Beginning in 2017, and continued over the last 4 years, the discussion and development of an ancillary building for Park View Health Center has evolved. In 2019, during the development and planning stages of construction, as well as proposed estimate, the addition of training space for healthcare workers was established.

In 2020, the Ancillary Building- Training Center, Garage, and Storage was approved by the Winnebago County Board.

Due to the COVID19 pandemic progression on this project was delayed; final bids were received on 9/8/21.

## **Policy Discussion:**

A designated classroom/lab is required by The Division of Quality Assurance to proceed with permanent CNA Training Course. The area designated as classroom/lab must be in an area that is not designated for resident care. PVHC has participated in the temporary training course for CNAs under the emergency order due to COVID-19, however, cannot proceed with approval by the State of Wisconsin Division of Quality Assurance for permanent programming without a designated training facility. There was an identified need for a training center in 2017, now with the implications of the COVID19 pandemic on the health care system, it is even more crucial to proceed with construction in order to proceed with the permanent CNA program at PVHC. This project was initially approved back in 2020 with an estimated budget of \$669,000, however, also due to the COVID-19 pandemic, the cost of supplies and labor to complete this project has increased significantly, resulting in the need for additional funding to proceed with building.

## **Requested Action:**

Budget transfer from Park View Health Center reserve funds of \$441,605 anticipated needed to cover current cost estimate of this project.

## **Attachments:**

- BID Tabulation
- Budget Transfer Request
- Facilities PVHC Funding Status
- Nurse Aid Training Program- Guidelines for Approval per the Division of Quality Assurance



**GRANT ANNOUNCEMENT**  
**Healthcare Infrastructure Capital**  
**Grant Program**

Issued: October 26, 2021

Applications Due:  
**2:00PM CST, November 30, 2021**

**Grant Announcement  
Healthcare Infrastructure Capital Grant Program**

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7.0	Project Budget	9
8.0	Project Documentation	10
9.0	Attestations and Required Signatures	10
10.0	Special Grant Agreement Terms and Conditions	10

<b>ATTACHMENTS</b>	
	GRANT APPLICATION (on-line)
APPENDIX A	IRS Form W-9 (required)
APPENDIX B	DOA-3027 Designation of Confidential and Proprietary Information (optional)

**1.0 GENERAL INFORMATION**

1.1 Introduction

The Healthcare Infrastructure Capital Grant Program (“Program”) is intended to provide funding for the purpose of making significant investments in healthcare infrastructure necessary to reduce disparities in healthcare services provided to individuals living in Qualified Census Tracts or to other populations disproportionately affected by the COVID-19 pandemic. The purpose of this document is to provide eligible applicants with information to prepare and submit a grant application. The State as represented by the Department of Administration (DOA) intends to use the results of this Grant Announcement to establish one or more grant agreements. DOA intends to award up to \$50 million in grants through this Announcement. Funding for this assistance is provided to Wisconsin by the Federal American Rescue Plan Act of 2021.

1.2 Granting Agency

This Grant Announcement is issued by DOA which is the sole point of contact for the State of Wisconsin during the selection process. All communications with DOA should be directed to the following email address:

Email: [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov)

The agreement(s) resulting from this Grant Announcement will be administered by DOA.

1.3 Definitions

Applicant	The legal entity that will enter into a Grant Agreement with DOA in the event of an award.
Healthcare Organization	An organization providing direct preventative or restorative physical, emotional, or mental care services by trained or licensed professionals at a site primarily dedicated to the provision of aforementioned services. Non-exhaustive list of examples include hospitals, health clinics, urgent care centers, dentist’s offices, doctor’s offices, eye-care centers, and community wellness clinics. See Section 4.0 for additional eligibility requirements.
DOA	Department of Administration.
Local Unit of Government	The governing body of any county, city, town, village, or special purpose district.
Qualified Census Tract	Any census tract (or equivalent geographic area defined by the Bureau of the Census) in which at least 50% of households have an income less than 60% of the area median family income or have a poverty rate of 25 percent or more. Qualified Census Tracts in Wisconsin can be found here: <a href="#">State Table   HUD USER</a>
State	State of Wisconsin

1.4 Clarifications and/or Revisions to the Grant Announcement

If an applicant discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this Grant Announcement, the applicant should notify DOA of such error at [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov) and request modification or clarification of the Grant Announcement. If it becomes necessary to provide additional clarifying data or information, or to revise any part of this Grant Announcement, revisions/amendments and/or supplements will be posted to the Program website.

DOA may accept questions during a scheduled webinar presentation or by email to [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov).

Questions posed to the Program will be published in a question and answer document on the Program website only after DOA has had the opportunity to formulate response(s). All applicants are encouraged to check the Program website on a regular basis for posted questions and answers.

Each application shall stipulate that it is predicated upon the requirements, terms and conditions of this Grant Announcement and any supplements or revisions thereof.

1.5 Reasonable Accommodations

DOA will provide reasonable accommodations, including the provision of informational material in an alternate format, for qualified individuals with disabilities upon request. Any applicant in need of reasonable accommodations should contact the Program via email at [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov).

1.6 Calendar of Events

Listed below are specific and estimated dates/times of actions related to this Grant Announcement. The actions with specific dates must be completed as indicated unless otherwise changed by the State. If the State finds it necessary to change any of these dates and/or times, it will do so by issuing an amendment(s) to this Grant Announcement. There may or may not be formal notification issued for changes to target dates and times.

EVENT	DUE DATE
Grant Announcement Issue Date	October 26, 2021
Application Open	October 26, 2021
Webinar	November 11, 2021 (tentative)
Questions Due	November 15, 2021 at 2:00 PM CST
<b>Applications Due</b>	<b>November 30, 2021 at 2:00 PM CST</b>
Notification of Award Issue Date	January 2022 (estimate)
Grant Agreement Execution	January 2022(estimate)
Semi-Annual Reports	See Section 1.8
Eligible Expense Incurred Period	March 3, 2021 through December 31, 2024

1.7 Grant Agreement Term

The Grant Agreement shall be effective on the execution date and shall be in force until all eligible activities are completed and all required documents are submitted to DOA. Expenses must be obligated between March 3, 2021 and December 31, 2024.

1.8 Reporting Requirements

Grantees shall submit semi-annual reports to DOA summarizing the use of funds and describing the impact on the grantee. DOA will supply a final report document for completion by grantees and prescribe the dates upon which the semi-annual reports are due.

**2.0 PREPARING AND SUBMITTING AN APPLICATION**

2.1 General Instructions

The evaluation and selection of a grantee(s) and the grant agreement will be based on the information submitted in the grantee's application. Failure to respond to each of the requirements in the Grant Announcement may be the basis for rejecting an application.

2.2 Incurring Costs

DOA is not liable for any cost incurred by applicants in replying to this Grant Announcement.

2.3 Submitting the Application

Applicants must submit one (1) electronic copy of all materials no later than **November 30 2021 at 2:00 PM CST** through the on-line application located on DOA's website at <https://doa.wi.gov/Pages/HealthcareInfrastructure.aspx>.

Applicants may opt to receive confirmation that the application has been submitted via the application instructions. The Program will not provide confirmation of completeness of applications. Applicants are responsible to ensure the application is completed in its entirety before submitting the application.

DOA **will not** accept applications by email, mail, hand delivery or facsimile machine (fax).

2.4 Application Organization and Format

All applications shall adhere to the form, format and organization of the application. The application contains the following sections. All sections are required. Any alteration of the forms or attachments is prohibited and may result in disqualification of the application.

Section 1	Applicant Information
Section 2	Narrative
Section 3	Project Budget
Section 4	Project Information
Section 5	Project Documentation
Section 6	Attestations and Required Signature
Attachments	IRS W-9 (required) and DOA-3027 (optional)

2.5 Multiple Applications

Multiple applications from an applicant are not allowed.

2.6 Oral Presentations

Applicants may be required to participate in interviews to support and clarify their applications, if requested by DOA. DOA will make every reasonable attempt to schedule each presentation at a time that is agreeable to the applicant. Failure of an applicant to interview on the date scheduled may result in rejection of the applicant's application.

2.7 Withdrawal of Applications

Applicants may withdraw an application at any time by submitting a request via email from an authorized representative of the applicant to the program email [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov). If a previously submitted application is withdrawn prior to the application submission due date and time, the applicant may submit another application on or before the Grant Application submission due date and time.

### 3.0 APPLICATION SELECTION AND AWARD PROCESS

#### 3.1 Preliminary Evaluation

Applications will be reviewed initially to determine if Eligibility Requirements (Section 4.0) are met. Failure to meet Eligibility Requirements will result in rejection of the application. DOA reserves the right to evaluate and select application(s) which most closely meet the requirements specified in this Grant Application as allowed by law.

#### 3.2 Application Evaluation

Accepted applications will be reviewed by an evaluation committee (“Committee”).

Applicants may **not** contact members of the Committee except at the State’s specific direction.

The Committee will review all accepted applications against the criteria stated in Section 3.3. The Committee’s scoring will be tabulated and applications will be ranked based on the numerical scores received.

#### 3.3 Evaluation Criteria

Applications will be evaluated on quality of proposals to invest in capital projects that support ending health disparities or respond to future pandemic needs.

Applications will be scored against the following criteria:

Description	Percent (%)	Possible Points
1. Describe the applicant’s mission as it relates to providing healthcare services.	10	10
2. Describe the applicant’s experience providing healthcare services and programs to people enrolled in Medicaid and/or Medicare, the uninsured and underserved living in and/or working in qualified census tracts or other communities disproportionately impacted by COVID-19.	20	20
3. Describe how the proposed capital project will assist in closing gaps in health disparities and social determinants for people enrolled in Medicaid and/or Medicare, the uninsured and underserved populations living in and/or working in qualified census tracts or populations disproportionately impacted by COVID-19.	10	10
4. Describe how the completed project will establish or expand healthcare services for people enrolled in Medicaid and/or Medicare, uninsured, and underserved populations living in and/or working in	20	20

	qualified census tracts or populations disproportionately impacted by COVID-19.		
5.	Describe how the funding will enable the organization to improve the quality of care for people enrolled in Medicaid and/or Medicare, uninsured, and underserved populations living in and/or working in qualified census tracts or populations disproportionately impacted by COVID-19.	20	20
6.	Provide the estimated number of Wisconsin residents served by the organization prior to and/or during the COVID-19 pandemic and the estimated number of Wisconsin residents served after project completion.	10	10
7.	Describe how the ongoing operations of the proposed project will be funded.	5	5
8.	Provide the timetable for the proposed project, is the project "shovel-ready", and will it be completed by December 31, 2024.	5	5

3.4 Right to Reject Applications and Negotiate Grant Agreement Terms

DOA reserves the right to reject any and all applications. DOA reserves the right to negotiate the terms of the grant agreement(s) that result from this Grant Announcement, including the award amount, with the selected applicant(s) prior to entering into a grant agreement.

3.5 Award Amounts

Grant amount shall not exceed \$20,000,000. DOA reserves the right to negotiate, limit or amend awards in accordance with objectives of the program and available funding.

3.6 Method of Award

DOA will conduct standard internal reviews for application completeness, applicant eligibility and ineligible costs. Further, DOA will conduct an administrative review of project documentation and project information to determine each proposal's potential to maximize impact in relation to the Program's objectives. DOA will determine final evaluations for each application (see section 3.3). The State intends to award multiple grant agreements. Awards will be based upon the highest scoring responsive and responsible application(s) and each proposal's potential in achieving the greatest impact in relation to the Program's objectives. Award decisions are final and not subject to appeal.

3.7 Notification of Award

All applicants who respond to this Grant Announcement will be notified in writing of the State's award of one or more grant agreements that result from this Grant Application.

After a Notice of Award is made, copies of the accepted applications, excluding materials deemed to be confidential and proprietary information on Appendix B: Designation of Confidential and Proprietary Information (DOA-3027), may be made available for public inspection in accordance with applicable Wisconsin law.

**4.0 ELIGIBILITY REQUIREMENTS**

This section is NOT scored.

DOA provides guidelines for eligibility below. DOA shall interpret eligibility criteria to align with program objectives and American Rescue Plan Act requirements. Eligibility determinations by DOA are final.

#### 4.1 Eligible Applicant

Eligible applicants shall meet one of the following requirements:

1. Wisconsin Local Units of Governments (as defined in 1.3 above), and the UW Hospitals and Clinics Authority under chapter 233 Wis. Stats.
2. Federally recognized Tribal governments.
3. Nonprofit Healthcare Organizations with 501(c)3 tax-exempt status.
4. Federally Qualified Health Centers under Section 1905(l)(2)(B) of the Social Security Act.

Eligible Healthcare Organizations shall meet all of the following requirements:

1. Meet the definition of Healthcare Organization from Section 1.3 Definitions, as determined by the State,
2. If required to be registered with the Wisconsin Department of Financial Institutions, have one of the following statuses as of the Grant Announcement closing date: “restored to good standing”, “incorporated/qualified/registered”, “organized”, or “registered”,
3. Be headquartered and conduct operations in Wisconsin, and
4. In operation since at least January 1, 2020.

#### 4.2 Ineligible Applicants

1. For-profit organizations
2. Individuals
3. Health record companies
4. Medical device manufacturers
5. Lobbying organizations as defined by the IRS
6. Political organizations subject to tax under IRC section 527 such as political parties; campaign committees for candidates for federal, state or local office; and political action committees
7. Other organizations which are not explicitly eligible as defined in section 4.1 as determined by DOA

### 5.0 APPLICANT INFORMATION

This section is NOT scored.

Complete Section 1: Applicant Information

The purpose of this section is to provide the State with organization and contact information for the applicant.

### 6.0 NARRATIVE

This section is scored. (100 total points)

Complete Section 2: Narrative

The purpose of this section is to provide DOA with a basis for determining an applicant's specific qualifications to conduct this work and advance the goals of the grant. Be specific when answering the following questions. Applicants shall provide a thorough and concise response detailing how the organization intends to use the funds.

Applicants will be required to submit an application detailing how the organization intends to use the funds.

1. Describe the applicant's mission as it relates to providing healthcare services.
2. Describe the applicant's experience providing healthcare services and programs to people enrolled in Medicaid and/or Medicare, the uninsured and underserved living in and/or working in qualified census tracts or other communities disproportionately impacted by COVID-19.
3. Describe how the proposed capital project will assist in closing gaps in health disparities and social determinants for people enrolled in Medicaid and/or Medicare, the uninsured and underserved living in and/or working in qualified census tracts or other communities disproportionately impacted by COVID-19.
4. Describe how the completed project will establish or expand healthcare services for people enrolled in Medicaid and/or Medicare, uninsured and underserved populations living in and/or working in qualified census tracts, or populations disproportionately impacted by COVID-19.
5. Describe how the funding will enable the organization to provide better care and/or enhanced capacity for people enrolled in Medicaid and/or Medicare, uninsured and underserved populations living in and/or working in qualified census tracts, or populations disproportionately impacted by COVID-19.
6. Provide the estimated number of Wisconsin residents served by the organization prior to and/or during the COVID-19 pandemic and the estimated number of Wisconsin residents served after project completion.
7. Describe how the ongoing operations of the project will be funded.
8. Provide the timetable for the proposed project, is the project "shovel-ready", and will it be completed by December 31, 2024.

## 7.0 PROJECT BUDGET

This section is NOT scored.

Complete Section 3: Budget. Submit a budget for each individual project.

### 7.1 Eligible Use of Funds

All use of funds shall be compliant with applicable eligibility guidance from the US Dept. of Treasury for the federal American Rescue Plan Act (ARPA) and this Program's provisions. All funds must be expended by December 31, 2024.

Eligible uses include:

1. Acquisition or construction of new healthcare facilities.
2. Expansion of existing healthcare facilities to provide additional capacity to provide care.
3. Rehabilitation or renovation of existing facilities for purposes of:
  - Meeting increased future or current demand in underserved areas, or
  - Upgrading substandard facilities.
4. Purchase and/or lease of equipment and fixtures for the delivery of new or expanded healthcare services.

## 7.2 Ineligible Uses

Funds may not be requested for expenses reimbursed from any other program.

Examples of ineligible uses (non-exhaustive):

- Fees incurred submitting an application
- Operating or maintenance expenses
- Legal fees, except those fees directly related to contract or project management
- Funding advocacy, lobbying, or political donations
- Off-site utility upgrades or relocations
- Off-site environmental remediation or credit purchase costs
- Purchase of disposable or expendable medical equipment or office supplies not related to the infrastructure capital project (e.g., medical materials)
- Relocation costs (temporary or permanent), except those approved by the State in writing prior to incurring any such costs
- Artwork, building furnishings, or other post-construction movable materials other than those listed in 4.1(4).
- Taxes (except sales taxes on eligible expenses)
- Other uses ineligible under the American Rescue Plan Act of 2021

## 8.0 PROJECT DOCUMENTATION

This section is NOT scored.

Complete Section 4: Project Site Information.

The purpose of this section is to provide the State with additional information about the proposed project. Applicants should provide a description of the site or an illustrative map, including location and dimensions of proposed new facility, renovation or addition in relation to existing structures, and if available, any notable environmental features, significant utility infrastructure and transportation infrastructure. If the applicant has a draft or completed schematic design or site plan, it should be submitted. Applicants should also provide the address information for the project site.

## 9.0 ATTESTATIONS AND REQUIRED SIGNATURES

This section is NOT scored.

Complete Section 5. Attestations and Required Signature.

In accordance with applicable provisions of the Federal American Rescue Plan Act of 2021 and Healthcare Infrastructure Capital Grant Announcement provisions, eligible applicants must certify compliance with all statements in the attestation.

## 10.0 SPECIAL GRANT AGREEMENT TERMS AND CONDITIONS

### 10.1 Recordkeeping

The organization has and will maintain for at least five years records sufficient to

demonstrate that the expenses were compliant with applicable American Rescue Plan Act of 2021 provisions.

#### 10.2 Order of Precedence

In the event of grant agreement award(s), the contents of the Grant Announcement (including all attachments), Grant Announcement addenda and revisions, and the application of the successful applicant(s), and additional terms agreed to in writing by DOA and the applicant(s) shall become part of the grant agreement. Failure of the successful applicant(s) to accept these as a contractual agreement may result in a cancellation of award. The following priority for grant agreement documents will be used if there are conflicts or disputes:

1. American Rescue Plan Act provisions
2. Applicable State of Wisconsin statutes and regulations
3. The terms of the resulting grant agreement
4. The terms of the applicant's response as accepted by the State
5. The terms of the Grant Application as amended

#### 10.3 Grant Agreement

A grant agreement between the grantee and DOA will cover the period of performance, payment requirements, document requirements, reporting requirements, and budget. Grant agreements cover a pre-determined period after the date DOA signs the contract. Applicants must agree to abide by applicable state and federal rules and regulations.

#### 10.4 Public Disclosure

Copies of the application materials, excluding materials deemed to be confidential and proprietary information on Appendix B: Designation of Confidential and Proprietary Information (DOA-3027), will be made available for public inspection in accordance with applicable Wisconsin law.

#### 10.5 Compliance with the Federal American Rescue Plan Act

The organization is solely responsible for demonstrating that its uses of payments it receives under the Program meet the eligibility requirements set forth under this document, state law, federal law, and federal guidance. The organization will hold DOA and the State harmless for any audit disallowance related to the eligibility of costs or revenues, irrespective of whether the audit is ordered by federal or state agencies or by the courts and will be solely responsible for repaying the ineligible amounts (plus any assessed interest, costs, or fees) to the State or the federal government.

#### 10.6 Miscellaneous

The State of Wisconsin reserves the right to audit any grantee. The organization will cooperate and provide any relevant information or records requested by the DOA, any of its authorized representatives, the State of Wisconsin Legislative Audit Bureau, or the Department of the Treasury Office of Inspector General at any time relating to the expenses.

#### 10.7 American Rescue Plan Act Funding

The Program utilizes federal funds provided under the American Rescue Plan Act of 2021. DOA provides the following information regarding the source of funds:

Federal Award Identification Number: N/A  
Federal Award Date: N/A  
CFDA #: 21.027 Coronavirus State and Local Fiscal Recovery Funds  
Federal Awarding Agency: Department of the Treasury  
Total Amount of the Federal Award: \$2,533,160,626.50  
Amount of Federal Funds Obligated by this Award: Refer to Allocation Amount  
Total Amount of Federal Funds Obligated: Refer to Allocation Amount  
Research & Development: No  
Indirect Cost Rate: N/A

10.8 Indemnity

By providing funds to the organization, the State assumes no liability for any acts or omissions of the organization or any of its officers, employees, contractors, or agents which are in any way related to the costs for which the organization seeks funding. The applicant will indemnify and hold harmless DOA and the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the organization, or of any of its contractors, in performing the activities for which the organization seeks funding.

10.9 Nondiscrimination

As required by Wis. Stat. § 16.765, the applicant will not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s. 51.01 (5), Wis. Stats., sexual orientation as defined in s. 111.32 (13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the applicant will take affirmative action to ensure equal employment opportunities. The applicant will post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the State of Wisconsin's nondiscrimination law.

Pursuant to 2019 Wisconsin Executive Order 1, the applicant will hire only on the basis of merit and will not (and did not) discriminate against any persons performing any work for which funding is sought on account of their military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

10.10 Subawards

Subawards, transfer of funds to another organization (except for standard project subcontracting costs or for payment of eligible services or goods) or use of funds for grantmaking is not permissible.

# Healthcare Infrastructure Capital Grant Program

## APPLICATION INSTRUCTIONS

**Program Webpage:** <https://doa.wi.gov/Pages/HealthcareInfrastructure.aspx>

*The Department of Administration is using DocuSign to collect applications for the Healthcare Infrastructure Capital Grant Program.*

### What is DocuSign?

DocuSign is a web-hosted electronic document transmittal and secure signature service. Accessing DocuSign documents requires internet access and a web browser. The DocuSign website is mobile-device friendly. You do not need a DocuSign account to access or complete the Grant Application. Use of DocuSign significantly reduces the amount of time needed by the program to process and evaluate applications.

**Please review the Program Grant Announcement and these instructions prior to beginning the application process.**

### APPLICATION CHECKLIST AND DOCUMENT LINKS

	Document	Note	Due Date
<input type="checkbox"/>	Application Form	<b>Required.</b> <a href="#">Available here.</a>	November 30, 2021, at 2:00 PM Central Time
<input type="checkbox"/>	IRS Form W-9	<b>Required for non-municipal applicants.</b> <a href="#">Available here.</a>	November 30, 2021, at 2:00 PM Central Time
<input type="checkbox"/>	DOA-3027	<b>Optional.</b> <a href="#">Available here.</a>	November 30, 2021, at 2:00 PM Central Time

*Please note: Both a Grant Application and IRS Form W-9 are required. Applications will not be considered complete without the submission of both completed documents.*

### Convenience Copy of Grant Application

A link to a convenience copy of the application is [available here](#). The program has provided a link to a convenience copy of application for reference prior to submitting the application via DocuSign. The convenience copy is for internal organization review only and will not be accepted by the program as an official application.

Please continue reading this document for instructions on how to submit your official application.

## DocuSign Submission Instructions for all Documents:

### **To Begin Each Document:**

Open the link for the document you would like to complete in the table above.

The first page you will be directed to is the “PowerForm Signer Information.” The person entering the information on the application should be an authorized representative of the organization.

1. Enter the first and last name of your organization’s authorized representative in the “Your Name” field, and the authorized representative’s email in the “Your Email” field. This will be the person signing and submitting the document.
2. Do NOT change anything in the Grant Administration fields.
3. To receive a completed copy of your document, re-enter the first and last name of your organization’s authorized representative in the “Name” field, and the authorized representative’s email in the “Email” field under the “Email a Copy” Field. **Receiving a copy serves as confirmation of receipt by the program.**

There are two additional fields if you would like to add additional recipients for the confirmation.

4. Please review all information as entered above for errors. Click “Begin Signing” when you are done reviewing information.

A diagram of these instructions is shown on the next page.

## Submission Instructions for all Documents (Continued):

The screenshot below shows steps 1-4 visually.

The screenshot shows a web form titled "PowerForm Signer Information" for the Healthcare Infrastructure Grant Program. The form includes fields for the user's name and email, and three sets of fields for additional recipients. A "BEGIN SIGNING" button is located at the top right and bottom center of the page. Callout boxes provide instructions for each section.

**PowerForm Signer Information**

Application for Healthcare Infrastructure Grant Program  
Please complete the application document by the submission deadline, November 30, 2021 at 2PM Central Time. More information is available on the Program Website: [www.doa.gov/pages/HealthcareInnovation.aspx](http://www.doa.gov/pages/HealthcareInnovation.aspx)

Please enter your name and email to begin the signing process.

**Authorized Representative (use First and Last name in name field)**

**Your Name: \***  
Full Name

**Your Email: \***  
Email Address

Please provide information for any other signers needed for this document.

**(DO NOT CHANGE THIS FIELD) Grant Administrator**

**Name:**  
Healthcare Infrastructure Grant Program

**Email:**  
DOAHealthcareInfrastructureGrantProgram@wisconsin.gov

**Re-enter applicant name and email here to receive a completed copy:**

**Name:**  
Full Name

**Email:**  
Email Address

**Receive a completed copy of document (additional recipient 1):**

**Name:**  
Full Name

**Email:**  
Email Address

**Receive a completed copy of document (additional recipient 2):**

**Name:**  
Full Name

**Email:**  
Email Address

**BEGIN SIGNING**

**BEGIN SIGNING**

**Callout 1:** Enter the first and last name of your organization's authorized representative in the "Your Name" field, and the authorized representative's email in the "Your Email" field. This will be the person signing and submitting the document.

**Callout 2:** If you would like to receive confirmation of your submission, re-enter the first and last name of your organization's authorized representative in the "Name" field, and the authorized representative's email in the "Email" field under the "Email a Copy" Field. **Receiving a copy serves as confirmation of receipt by the program.** There are two additional fields if you would like to add additional recipients for the confirmation.

**Callout 3:** Do NOT change anything in the Grant Administration fields.

**Callout 4:** Click "Begin Signing" when you are done entering information.

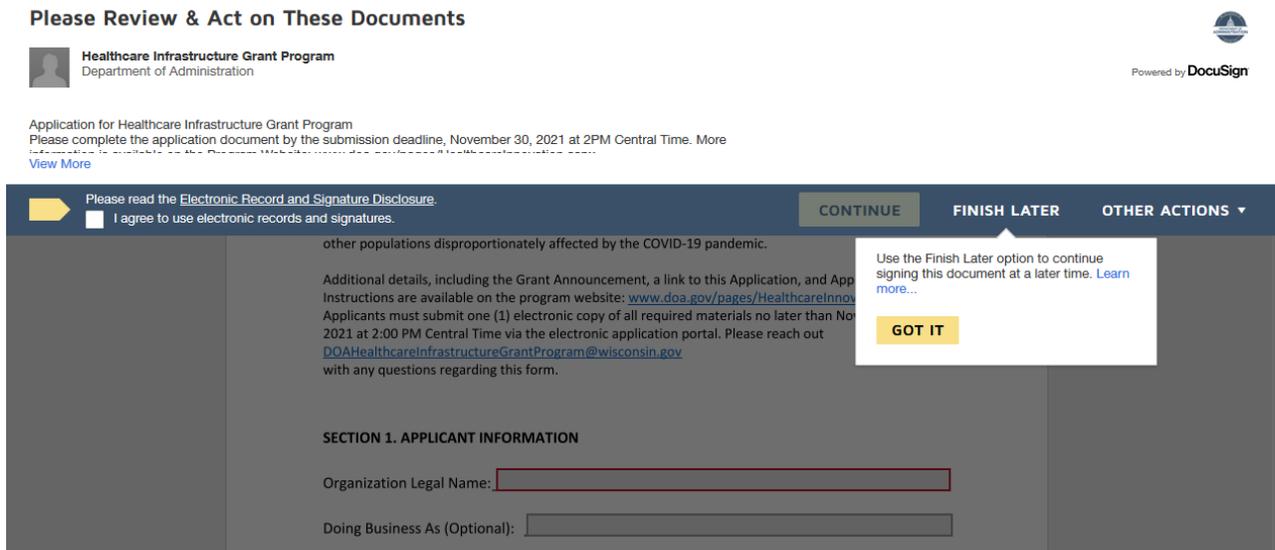
Submission Instructions for all Documents (Continued):

**Filling Out Each Document:**

The next page will be “Please review & act on These Documents.”

1. Agree to DocuSign disclosures, if prompted.
2. **Strongly Recommended:** Click “Finish Later” button. Clicking “Finish Later” creates a link to your documents that can be re-visited at any time prior to clicking “Finish” on the document. An email with the link will be sent to the authorized representative’s email you provided in the previous step. Click “Review Documents” from that email link to continue the signing process. The program also strongly recommends clicking “Finish Later” any time you close the application to ensure any newly entered information is saved.
3. Click through to “Continue” to fill out the application.
4. Please fill out all fields as applicable to your organization.

The screenshot below shows the “Please review & act on These Documents” page.



**To Submit each document:**

Click “Finish” when you have reviewed and completed all required fields on the application. This step will send the completed application to the Grant Administrator and to any additional emails you provided as an “Email Copy Recipient”. Your application will not be submitted to the program until you click “Finish”.

The page will automatically re-direct to the Department of Administration Homepage when you click “Finish”. Please select another document link from the table on page 1 of these instructions to proceed with the application.

## Individual Form Submission Instructions and Tips

### Application Form (Required):

#### Section 1: Applicant Information

Fill out all of the required fields (outlined in red in DocuSign) and any additional optional fields, as applicable. We have highlighted some required fields that may require additional attention here:

- Your Organization's DFI (Department of Financial Institutions) **Entity ID** is available to search at the following link: <https://www.wdfi.org/apps/CorpSearch/Search.aspx> Per Section 4.1.2 of the Program Grant Agreement, Applicants, *If required, must be registered with the Wisconsin Department of Financial Institutions and have one of the following statuses as of the Grant Announcement closing date: "restored to good standing", "incorporated/qualified/registered", "organized", or "registered". This field is required.*
  - Please reach out to the [Department of Financial institutions](#) with any questions regarding your organization's status.
- **EIN** or "[Employee Identification Number](#)". This is the number under which you file your organization's taxes. Please have this number match your W-9. **This field is required.**
- **Remit information:** Please have your organization's remit address match your W-9. If it does not match a prepared W-9, you will have the opportunity to fill out a new W-9 via the W-9 submission process. This address must be able to receive a paper check, if necessary. **These fields are required.**
- **Please list the Wisconsin counties in which this organization operates:** List all of the Wisconsin counties in your organization's operating area. **This field is required.**

#### Section 2: Narrative

Be sure to answer the questions fully and adhere to all question character counts.

##### Question 2.1.2 and 2.1.3

- Both questions specifically reference Qualified Census Tracts. Please see the following link to review whether your project serves communities living or working in a qualified census tract. <https://www.huduser.gov/portal/qct/1statetable.html?statefp=55.0&DDAYEAR=2022> Please note, it is not a requirement that projects be located in Qualified Census Tracts.

#### Section 3: Budget

Please group similar expenses in the **Expense Description** field. This is meant to be a high-level review of your program's grant budget.

- If you receive an error in section 3 **Budget Amount** fields when trying to submit your application, please make sure that you have only entered numbers in the **Amount** field. Additional non-numerical characters or extra spaces before or after the number may result in an error.

#### **Section 4: Project Site Information**

Please fill out the requested information in this section.

- **Section 4.1 Attachment: Site Plan:** Please upload your Site Plan here by clicking the paperclip icon. Save and name the file with the following file name:  
organization\_legal\_name\_Attachment\_Site\_Plan

#### **Section 5: Attestations and Required Signature**

Applicants must certify compliance with all of the statements in the attestation section, provided at the end of the application. Please consult your organization's legal counsel if you have any questions regarding your responses to the attestation statements.

##### **Applicant Authorized Representative:**

If more than one authorized representative is required to sign the application, please contact the program at [DOAHealthcareInfrastructureGrantProgram@wisconsin.gov](mailto:DOAHealthcareInfrastructureGrantProgram@wisconsin.gov) to add an additional authorization page.

**Select "finish" to send your application on in the process. Be sure to continue on to page 7 to submit your W-9 if you are a non-municipal applicant.**

- Your application form will be sent to the Program for review after the application deadline. You will receive a copy of the completed application if you re-entered your information as directed on page 2, Step 4. This copy serves as confirmation of application receipt by the program.

## W-9 Form (Required for non-municipal applicants):

Follow the instructions on pages 1 and 2 of these instructions to add an Authorized Representative and any “Email a Copy” Recipient(s) to the Document and begin signing.

There are two options for submitting your W-9 form via DocuSign:

- Attach an existing W-9 to the document by selecting the paperclip icon and uploading your W-9. Click “Finish” to submit.

**OR**

- Complete the W-9 Form with all required information, sign and date, and then click “Finish” to submit.

Please be sure that the EIN and Remit information on the W-9 match the information you provided on the Application Form for either submission option.

s below.

**FINISH** FINISH LA

DocuSign Envelope ID: 39C06634-0437-4B95-9FD2-5DB2D380F0CD Attach a prepared W-9 document here


  
Optional

Click here to upload an existing W-9 Form, then click “finish”.

**START**

**W-9**  
Form (Rev. November 2017)  
Department of the Treasury  
Internal Revenue Service

**Request for Taxpayer Identification Number and Certification**

▶ Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give Form to the requester. Do not send to the IRS.**

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶

Other (see instructions) ▶

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) ▶

Exemption from FATCA reporting code (if any) ▶

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.

**6** City, state, and ZIP code

**7** List account number(s) here (optional)

**Requester's name and address (optional)**

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Social security number**

    - - - - -

**or**

**Please note:**

If filling out a new W-9, you must fill out all fields applicable to your organization in Section 3 & 4, even if they are not highlighted in red.

If you do not have an existing W-9, fill out the W-9 fields, sign, date, and click “finish”.

## **Form DOA 3027: Designation of Confidential and Proprietary Information (Optional):**

Review the information below, and, if applicable, complete and submit the DOA-3027 via the link provided on page 1 of this document.

DOA-3027 is optional, do not submit this document if the following does not apply to information submitted in your application.

Applicants should submit this form if their application materials contain proprietary and confidential information which qualifies as a trade secret, as provided in s. 19.36(5) Wis. Stats., or is otherwise material that can be kept confidential under the Wisconsin Open Records Law.

Other information cannot be kept confidential unless is a trade secret. Trade Secret is defined in s. 134.90(1)(c), Wis. Stats. as follows: "Trade secret" means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

To completed DOA-3027, follow the instructions on pages 1 and 2 of these instructions to add an Authorized Representative and Email Copy Recipient to the Document and begin signing.

- Please designate the section (application or w-9), page(s) of the application documents, and topics that you are requesting not be released on the DOA-3027 form.
- Click "Finish" to submit.

## Additional Helpful Links for DocuSign Troubleshooting:

Please be sure that your internet browser is up to date if you have any technical issues. DocuSign supports the most commonly used internet browsers. <https://support.docusign.com/guides/signer-guide-signing-system-requirements>

Additional DocuSign Help links are listed below:

Common Signing Issues: <https://docusigncommunity.force.com/en/articles/Common-signing-issues>

Adopting a signature: <https://support.docusign.com/en/guides/signer-guide-signing-adopt-new>

DocuSign Support Center: <https://docusigncommunity.force.com/en/home>

General DocuSign Walkthrough: <https://support.docusign.com/en/videos/New-Signing-Experience>

1 234-112021

2

3 **RESOLUTION: Approve a Transfer in the Amount of \$16,500 from Other Operating Expenditures**  
4 **to Capital Outlay Expenditures for the Winnebago County Airport Department to**  
5 **Purchase Replacement Mower Decks and Rotary Broom Attachments**

6

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

8 **WHEREAS**, the mowing decks and broom attachments for the airport's Jon Deere tractors are reaching the  
9 end of their useful lives and require replacement; and

10 **WHEREAS**, the Airport field maintenance account in the other operating expenditures had monies available  
11 to transfer.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
13 approves a transfer in the amount of \$16,500 from other operating expenditures to capital outlay expenditures for the  
14 Winnebago County Airport Department to purchase replacement mower decks and rotary broom attachments  
15

16 ***Fiscal Impact:*** There is no fiscal impact, as this is a transfer between expenditure categories within the Airport  
17 Department.

18

19 Respectfully submitted by:

20 **AVIATION COMMITTEE**

21 Committee Vote: **4-0**

22

23 Respectfully submitted by:

24 **PERSONNEL & FINANCE COMMITTEE**

25 Committee Vote: **5-0**

26

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

28

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

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## MEMORANDUM

**TO:** Winnebago County Personnel & Finance Committee

**FROM:** Jim Schell, Airport Director

**RE:** Budget Transfer Request – Field maintenance equipment, replacement parts – FY 2021

**DATE:** November 4, 2021

**BACKGROUND:** This request comes from costs associated with purchasing replacement mowing decks and a rotary broom attachment for the airport's John Deere tractors. The mowing decks and broom attachments are reaching the end of their useful life and require replacement.

**SCOPE:** This budget transfer is requested in the amount of \$16,500. The mower decks are estimated at \$5,400 per deck for a total of \$10,800 (two decks). The broom attachment is estimated at \$5,700. The request is to transfer the funds from Airport Field Maintenance (51703-55007) to Field Maintenance – Capital Equipment (51703-58004).

**RECOMMENDATION:** Approve the Budget Transfer request in the amount of \$16,500 for the replacement of field maintenance equipment.

1 235-112021

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**RESOLUTION: Authorize the Winnebago County Sheriff’s Office to Accept an Aligned Law Enforcement Response Teams Special Weapons and Tactics (ALERT SWAT) Grant from the Department of Homeland Security in the Amount of \$15,250, and Appropriate the Funds to Host a SWAT Commander 1 Course**

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

**WHEREAS**, the Winnebago County Sheriff’s Office was awarded an ALERT SWAT grant from the Department of Homeland Security in the amount of \$15,250; and

**WHEREAS**, this grant will be used to host the National Tactical Officer Association Commander 1 Course.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff’s Office to accept an ALERT SWAT grant from the Department of Homeland Security in the amount of \$15,250, and appropriate the funds to host a SWAT Commander 1 course.

**Fiscal Impact:** No fiscal impact. The grant funds will cover the related expenditures.

Respectfully submitted by:  
**JUDICIARY AND PUBLIC SAFETY COMMITTEE**

Committee Vote: **4-0**  
Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **5-0**  
Vote Required for Passage: **Two-Thirds of Membership**

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

2 **RESOLUTION: Approve a Three-Year Agreement between Winnebago County and the Fox-**  
3 **Wolf Watershed Alliance to Implement the Great Lakes Sediment and Nutrient Reduction**  
4 **Program Grant**

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

7 **WHEREAS**, your undersigned Committee has approved a proposed three-year agreement between  
8 Winnebago County and the Fox-Wolf Watershed Alliance to Implement a Great Lakes Sediment and Nutrient  
9 Reduction Program (GLSNRP) Grant; and

10 **WHEREAS**, the Winnebago County Board of Supervisors approved Resolution No. 158-042021, Supporting  
11 the Adoption of the Winnebago Waterways Program, Nine Key Elements Watershed Plan, Healthy Land and Healthy  
12 Water that identified the Town of Dale-Rat River Watershed as one of the highest pollutants loading watersheds in  
13 Winnebago County; and

14 **WHEREAS**, the Great Lakes Sediment and Nutrient Reduction Program Grant provides funds to be  
15 allocated in the Town of Dale-Rat River Watershed for promoting soil health conservation systems with producers by  
16 implementing cover crops, no-till and low disturbance manure management on their farms resulting in a reduction of  
17 phosphorus and sediment runoff entering the Winnebago System; and

18 **WHEREAS**, the Winnebago County Land and Water Conservation Department and Fox-Wolf Watershed  
19 Alliance will collaborate on soil health education outreach efforts with farmers, the general public, media and elected  
20 officials; and

21 **WHEREAS**, the Winnebago County Land and Water Conservation Department staff have existing positive  
22 relationships with producers in the County and will enter into contractual agreements for implementing soil health  
23 conservation systems; and

24 **WHEREAS**, Winnebago County will be reimbursed by Fox-Wolf Watershed Alliance for all contractual costs  
25 associated with the farmer incentives for installing soil health conservation systems.

26  
27 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
28 authorizes and approves the three-year agreement between Winnebago County and the Fox-Wolf Watershed  
29 Alliance to implement the Great Lakes Sediment and Nutrient Reduction Program Grant.

30  
31 Respectfully submitted by:  
32 **LAND CONSERVATION COMMITTEE**

33 Committee Vote: **4-0**

34  
35 Vote Required for Passage: **Two-Thirds of Membership**

36  
37 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

38  
39 \_\_\_\_\_  
40 Jonathan D. Doemel  
41 Winnebago County Executive

# AGREEMENT

Between the  
Fox-Wolf Watershed Alliance  
AND the Winnebago County Land and Water Conservation Department

## I PURPOSE

Pursuant to the hereinafter described contract that Fox-Wolf Watershed Alliance (“FWWA”) entered into with the Great Lakes Commission (“GLC”) in September 2021, the FWWA, as Grantor hereunder and Administrative/Fiscal Contact for the Project herein, now enters into this agreement with Winnebago County, a body corporate under the Laws of Wisconsin, on behalf of its Land & Water Conservation Department (“Grantee”), to reduce the amount of sediment and phosphorus entering the Lower Fox River from the Rat River Watershed by fulfilling the terms and conditions set forth below, as well as in the work-plan (“Plan”) attached hereto as Attachment B and incorporated herein by reference (collectively, “Agreement”). Hereinafter, FWWA and Grantee will be collectively referred to as “Party” in the singular and “Parties” in the plural.

**PROJECT TITLE:** Increase Adoption of Soil Health Conservation Systems in the Rat River Watershed (“Project”)

**Project Number:** 2021-GLSNRP-1109  
**Project Start Date:** October 1, 2021  
**Project End Date:** September 30, 2024  
**Authorized Watershed:**  
Town of Dale-Rat River (HUC: 040302022102)

**Project Grant Amount:** \$167,214  
**Project Match:** \$53,464  
**Project Total (grant plus match):** \$220,678  
**Total Phosphorus Reduction Target:** 484 pounds annually

**Grantee Project Manager:**  
Chad Casper, Director  
Winnebago County  
Land and Water Conservation Department  
625 E County Rd Y #100  
Oshkosh, WI 54901  
(920) 232-1950  
ccasper@co.winnebago.wi.us

**FWWA Point of Contact:**  
Korin Doering, Program Director  
Fox-Wolf Watershed Alliance  
Winnebago Waterways Program  
526 W Wisconsin Ave, Suite 2E  
Appleton, WI 54911  
(920) 851-0948  
korin@fwwa.org

**Mailing Address:**  
PO Box 1861  
Appleton, WI 54912

## II BACKGROUND

On or about September 7, 2021, FWWA entered into Agreement No. GLSNRP-11-09 (“Contract”) with the GLC to receive funding, as a Recipient thereunder, for purposes of reducing sediment and nutrient loading in the Town of Dale-Rat River subwatershed (“Rat River Watershed”), an initiative authorized by Public Law 113-235 (“Great Lakes Restoration Initiative and the Great Lakes Water Quality Agreement”), to reduce agricultural sediment and nutrient loading to the Lower Fox River and Green Bay by overcoming barriers of manure management in a cover crop/no-till system. The project is estimated to reduce 484 lbs. of phosphorus and 72 tons of sediment per year to the Lower Fox River and Green Bay.

Under said Contract, FWWA, who is further designated as Project Administrator therein, is required to contract with the Grantee, to fulfill the Project's Land Conservation efforts. This Agreement is being entered into in accordance therewith.

Grantee, with guidance from FWWA, will, per the terms and conditions of this Agreement, fulfill those Land Conservation efforts by:

- (1) Contracting with 2-4 local Champions (farmers) to overcome hurdles of consistent implementation of cover crop, no-till and low disturbance manure injection nutrient management on a portion of their farm.
- (2) Installing practices consistently on 200 acres annually for 3 years.
- (3) Building on support of Winnebago County elected officials and current momentum in neighboring counties (Fond du Lac and Outagamie) to ensure LWCD staff have needed resources to contract with farmers.

This project will also work to increase adoption of enhanced nutrient management of other farmers by:

- (4) Tracking successes and challenges as barriers to adoption are overcome.
- (5) Hosting annual demonstration field day for producers and conservation professionals.
- (6) Promoting through farmer outreach, general public outreach, and updates to Elected Officials.

To ensure accurate reporting of project progress, the Grantee will:

- (1) Track installation and performance of practices.
- (2) Model the reduction of the practices installed utilizing SnapPlus.
- (3) Document the project (pre, during, and post-installation) with photos and videos.
- (4) Submit accurate quarterly progress reports using the forms provided.

Now therefore, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties now agree as follows:

### III TERMS OF AGREEMENT

Through this Agreement, funds not to exceed \$167,214 ("Funds") will be available to Grantee for purposes of conducting the specified tasks described in the Plan (Attachment B). This agreement also requires Grantee to provide to the Project in-kind leverage of \$53,464 for a project total of \$220,678. The term of this Agreement shall be from the latter of October 1, 2021 or the date this Agreement is signed by both Parties through September 30, 2024 ("Term"), unless an extension is request and approved or unless terminated sooner as provided for herein.

Grantee agrees to abide by all terms and obligations as expressed in this Agreement. If Grantee fails to materially comply therewith, FWWA shall promptly provide written notice to Grantee outlining which corrections it wants made. If Grantee fails to make the corrections within thirty (30) days of receiving notice, FWWA may, by subsequent written notice to Grantee, terminate this Agreement in whole or in part at any time thereafter, so long as the effective date of said termination is specified therein. In the event it receives such termination notice, Grantee shall immediately discontinue all service affected (unless the notice directs otherwise) and deliver to FWWA all information and materials within its possession that Grantee has accumulated in performing this Agreement, whether completed or in progress and so long as not prohibited by law or court order. Payments made by or recoveries made by FWWA hereunder shall be in accord with the legal rights and liabilities of the Parties hereto.

It is the intent of FWWA to fulfill its obligations under this Agreement. However, if FWWA cannot fulfill its obligations because of lack of appropriated Funds, this Agreement shall automatically terminate unless otherwise agreed to by the Parties in advance thereof. Outstanding payments owed Grantee hereunder shall be in accord with the legal rights and liabilities of the Parties hereto.

This Agreement may be terminated by either Party upon written notice to the other at least thirty (30) days in advance of the effective date of said termination.

If any provision of this Agreement is held unenforceable, then such provision will be modified to reflect the Parties' intentions. To the extent legally feasible, all remaining provisions of this Agreement shall remain in full force and effect.

Grantee shall take all reasonable measures to ensure that no Funds provided it under this Agreement are used to engage in lobbying of the Federal Government, in litigation against the United States unless authorized under existing law, or for other political activities.

Grantee and its respective directors, officers, and employees may not transfer, pledge, mortgage, or otherwise assign the value of this Agreement, or any interest therein, or any claim arising thereunder, to any party or parties, banks, trust companies, or other financing or financial institutions without the express written approval of FWWA.

Grantee certifies that, to the best of its knowledge and belief, it is not presently debarred, suspended, proposed for debarment, declared ineligible, or has not within a three-year period preceding this Agreement had one or more public transactions (federal, state or local) terminated for cause or default. Grantee certifies that it agrees to abide by all applicable local, state/provincial, and federal laws and regulations in the performance of this Agreement.

#### IV LEGAL RELATIONSHIP BETWEEN THE PARTIES

Grantee and any designee (i.e. subcontractor) or agent shall at all times be considered an independent contractor, hereunder, rather than an employee of FWWA. Likewise, FWWA, along with its designees (i.e. subcontractors), employees, agents, assigns and/or representatives, shall at all times be considered an independent contractor, hereunder, rather than an employee or agent of Grantee. It is understood that FWWA will not withhold income tax for any payment to Grantee, its employees or its designees or agents under this Agreement, including reimbursement of expenses, but may file informational returns with the U.S. Internal Revenue Service or similar federal or state agencies regarding payment made hereunder to Grantee under conditions imposed by federal, state or local laws applicable to such payment.

It is further understood that neither Grantee, nor its designees, agents or employees, are employees of FWWA, within the meaning or application of any federal or state unemployment insurance, retirement benefits law or social security law, or any worker's compensation or industrial law or otherwise.

Services performed by Grantee under this Agreement shall be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession. FWWA shall provide consultative assistance to Grantee in completing all work items covered by this Agreement. Per its Contract with GLC and in accordance with governing law, FWWA shall further assure that its primary administrative functions and responsibilities, as more fully set forth therein, are met in a timely and professional manner. The Parties acknowledge that, at all times relevant hereto, they will act in good faith in carrying out their duties and obligations hereunder.

Neither Parties' review, approval, or acceptance of, nor payment for, any of the services required hereunder shall be construed as a waiver of any of their rights or of any cause of action arising out of their performance of this Agreement, and, unless otherwise stated herein or agreed to in writing, the Parties shall be and remain liable to each other for any material breach of this Agreement in accordance with governing law.

## V DISPUTE RESOLUTION

Both Parties agree to a good faith commitment to resolve any disputes over the interpretation of the terms of this Agreement. Failing such efforts, the Parties shall be entitled to submit to a state or federal court of competent jurisdiction located in the state of Wisconsin, County of Winnebago.

## VI INDEMNIFICATION

Grantee and its agents and designees agree to indemnify, defend, and hold harmless FWWA, its agents, officers and/or employees from all costs, losses, damages, claims and suits including court costs, attorneys' fees and other expenses arising from any negligent act or omission of Grantee, its employees, agents, designees or employees of agents or designees.

FWWA and its agents and designees agree to indemnify, defend, and hold harmless, Grantee, its agents, officers and/or employees from all costs, losses, damages, claims and suits, including court costs, attorneys' fees and other expenses arising from any negligent act or omission of FWWA, its employees, agents, designees or employees of said agents or designees.

## VII GOVERNING LAWS

This Agreement shall be construed in accordance with and governed by the laws of the State of Wisconsin and suit, if any, must be brought in the federal or state courts residing in Winnebago County, Wisconsin.

## VIII GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall complete all deliverables specified in Attachment B of this Agreement and meet or exceed the approved Phosphorus Reduction Target and other applicable measures of progress during the Agreement period.

Quarterly Reporting: Under this Agreement, the Grantee shall submit a quarterly progress report according to the reporting schedule using the supplied forms in Attachment C. Said reports are required even if no activity has taken place during the reporting period. Reports are due as follows:

<b>Reporting Period</b>	<b>Due Date</b>
Q1: October 1 – December 31	January 7
Q2: January 1 – March 31	April 7
Q3: April 1 – June 30	July 7
Q4: July 1 – September 30	October 7

Your first quarterly report is due January 7, 2022 with additional progress reports due every three months thereafter. The final quarterly report shall be due no later than October 7, 2024.

Reports should highlight progress made towards deliverables outlined in Attachment B. Additional material can also be included at Grantee's discretion unless otherwise directed by FWWA.

Progress report forms must include a signed invoice for reimbursement, a description of the conservation practices installed during the quarter, and a narrative report of project activity. Before, during, and after pictures will also be required for the Project and should be submitted with each quarterly report. Quarterly reports must report on the entire 3-month period through the final day of the last month of the reporting period and should not be signed and dated prior to the end of the period. To submit a progress report, please use the following procedure:

1. Complete the following four forms for each report:
  - a. Invoice Workbook (Attachment C.1), as an Excel file,
  - b. Invoice Form (Attachment C.1), as PDF that includes the signed Invoice Form and required supporting documentation. Form must be signed by an Authorized Representative of the Grantee,
  - c. Load Reduction Reporting Form (Attachment C.2), submitted as an Excel File – no pdfs, and
  - d. Narrative Progress Report Form (Attachment C.3), submitted as a Word document. *Additional material such as pictures and news articles may be included within the narrative report.*
  
2. Submit progress report forms and materials by email to [korin@fwwa.org](mailto:korin@fwwa.org) and [jessica@fwwa.org](mailto:jessica@fwwa.org) in the approved formats.

## IX FINANCIAL REIMBURSEMENT INFORMATION

Grantee hereby agrees that all costs incurred, including service fees and expenses, for the Term of this Agreement shall not exceed \$167,214 to be used as outlined in Attachment B. FWWA is liable to the Grantee only to the extent of actual Funds received from GLC. Should FWWA become aware that it may not receive said Funds, whether in whole or in part, it shall immediately provide written notification to Grantee, along with an indication as to whether FWWA intends to, nonetheless, fulfill its obligations hereunder. In the event that it does not, this Agreement shall terminate in accordance with Section III hereof.

Payments for work conducted under this Agreement will be done on a cost reimbursement basis upon receipt and approval of the quarterly progress report which shall include a quarterly invoice, as described in Section VII. **Grantee must submit said forms, requesting payment hereunder, on a quarterly basis according to the reporting period and due dates.**

The Grantee is committed to the match amount listed on page one of the Agreement, in accordance with the approved budget in Attachment B. Match cannot be earned prior to the start date of the Project. The Grantee shall expend all local match committed to the Project by the end of the project period. Grantee match must come from non-Federal sources.

After reviewing Grantee's progress report referred to in Section VIII of this Agreement and the corresponding invoice form referred to herein (collectively, "Reports") for satisfactory progress and cost coverage, FWWA shall disburse the quarterly reimbursement amount to Grantee upon receipt of reimbursement from the GLC.

## X ADVANCE PAYMENT

An advance payment is not available.

## XI MODIFICATIONS TO THIS AGREEMENT

This Agreement may be modified in writing upon mutual agreement by both Parties (Grantee and FWWA).

## XII RESPONSIBILITIES AND DUTIES OF THE PARTIES

### General:

- FWWA will have the final decision on all Project administration and activities unless specifically assigned to another entity. FWWA is responsible to notify Grantee of any assignments hereunder.

### FWWA agrees to:

- Respond to all questions and/or inquiries from Grantee, whether by phone, via e-mail, or in writing in a timely manner;
- Provide Grantee with the names and contact information of any additional partners, liaisons, entities and/or other parties associated with the Project, along with the manner, if any, in which Grantee shall coordinate, correspond and/or associate with said parties;
- Consistent with Section IX of this Agreement, disburse the quarterly reimbursement amount related to each submitted invoice form received from Grantee upon receipt of reimbursement from GLC;
- Confirm or deny, in writing, all requested changes to this Agreement;
- Consistent with the obligations assigned FWWA under its Contract with GLC, provide consultative assistance and administrative guidance to Grantee in completing all work items covered by this Agreement, as well as on the Project in general;
- Consistent with the obligations assigned FWWA under its Contract with GLC, assure that its primary administrative functions and responsibilities, as more fully set forth therein, are met in a timely and professional manner; and
- Organize and attend Project meetings.

### Grantee agrees to:

- Hire or assign a staff member to be the day-to-day liaison with FWWA in the administration and execution of the Project and shall send the name of said staff member to FWWA as soon as possible;
- Carry out the following Plan (details can be found in Attachment B):
  - Contract with (2-4) Local Conservation Champions;
  - Design and Install conservation practices in the Rat River Watershed as further outlined in Attachment B;
  - Model anticipated reductions of all practices installed using SnapPlus;
  - Track installation of conservation practices and follow up site visits through GIS system, make reports available to FWWA; and
  - Participate in Project meetings organized by FWWA; provided, FWWA affords Grantee reasonable notice of the same in advance thereof.
- Coordinate with FWWA before conducting any news releases, or disbursing any informational materials that were produced, to publicize, announce, or promote the Project's, activities, and events resulting from this Agreement. Unless otherwise prohibited/protected by law or court order, any products created by Grantee under this Agreement may be used and distributed by FWWA at its discretion, but without liability to Grantee therefor;
- Conduct all work in a lawful and safe manner, consistent with the standards and level of care normally provided under similar profession(s);
- Submit quarterly progress reports and invoice forms to FWWA in the manner prescribed by Section IX of this Agreement;
- Request changes to the Plan in writing and on a formal letterhead to FWWA; and
- All other duties as mutually agreed upon in writing by FWWA and Grantee.

### XIII PROJECT FILES

Unless the law dictates longer, Grantee agrees to maintain Project files for all activities associated with this Agreement for a period of three (3) years after the end of the Project. The files will contain at a minimum: Project work plans, copies of all federal and state permits/consultations associated with Project implementation, and copies of all financial documents and supporting materials relating to the Project.

### XIV AUDIT REQUIREMENTS

In accordance with Uniform Guidance 2 CFR 200 Subpart F, the Grantee hereby agrees to obtain a single audit from an independent auditor if it expends \$750,000 or more in total Federal funds in any fiscal year. If this applies to the Grantee at any point during the Agreement period, the Grantee shall submit the SF-SAC and a Single Audit Report Package using the Federal Audit Clearinghouse's Internet Data Entry System (see <http://harvester.census.gov/fac/>) within nine months after the end of the Grantee's fiscal year or 30 days after receiving the report from the auditor and provide an additional copy to FWWA.

The FWWA, GLC, USDA-NRCS, EPA and the Federal Office of the Inspector General, at all reasonable times during normal business hours, shall have the right to inspect, audit, and reproduce all records, books, documents, correspondence, instruction, drawings, receipts, vouchers, memoranda, similar data and other evidence, and accounting procedures in any manner relating to this Agreement, and the work performed and services rendered hereunder. Furthermore, Grantee agrees to allow an appropriate representative of FWWA, GLC, USDA-NRCS, EPA or the Federal Office of the Inspector General to interview any officer or employee of the recipient, subcontractor, grantee, sub grantee, or agency regarding such transactions related to this Agreement. FWWA may demand, and, so long as not prohibited/protected by law or court order, Grantee shall be required to deliver, forthwith, such additional records, accounts, summaries, and supporting documents within Grantees' possession or control as FWWA in its reasonable discretion may deem appropriate; provided, such additional records, accounts, summaries and/or supporting documents are related to this Agreement.

### XV INSURANCE

Grantee must agree to provide the minimum levels of liability insurance coverage as indicated below. The insurance must protect FWWA from claims which may arise out of or result from Grantee's performance of services under the terms of this Agreement, whether the services are performed by Grantee, or by any of its designated subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be legally liable.

Subject to Section VI of this Agreement, Grantee waives all rights against FWWA for recovery of damages to the extent these damages are covered by the insurance policies Grantee is required to maintain under this Agreement.

Grantee is required to pay for and provide the following types and amounts of liability insurance:

- a) Commercial General Liability with the following minimum coverage:
  - \$2,000,000 General Aggregate Limit other than Products/Completed Operations
  - \$2,000,000 Products/Completed Operations Aggregate Limit
  - \$1,000,000 Personal & Advertising Injury Limit
  - \$1,000,000 Each Occurrence Limit

- b) If a motor vehicle is used to provide services or products under this Agreement, Grantee must have vehicle liability insurance on any auto including owned, hired and non-owned vehicles used in Grantee's business for bodily injury and property damage as required by law.
- c) Workers' compensation coverage must be provided according to applicable laws governing the employees and employers work activities in the state in which the Project is located.
- d) Employers liability insurance with the following minimum limits:
  - \$100,000 each accident
  - \$100,000 each employee by disease
  - \$500,000 aggregate disease

#### XVI SUBCONTRACTS AND PROCUREMENT PROCEDURES

All subcontractors hired by Grantee pursuant to this Agreement, shall be subject to the provisions hereof and shall be qualified to perform the duties for which they were hired hereunder. Grantee acknowledges that it will provide FWWA, upon written request, with proof (i.e., a certificate of coverage) showing that each subcontractor hired by Grantee hereunder has met the minimum insurance requirements specified in Section XV, above. Grantee further agrees that each subcontractor it hires hereunder will limit FWWA's financial obligations to actual Funds received and will indemnify FWWA for any illegal acts performed by that subcontractor, its employees, agents and/or assignees.

The Grantee and its agents and designees agree to follow procurement standards established under Uniform Guidance 2 CFR 200.

#### XVII NON-DISCRIMINATION POLICY AND OTHER LEGAL REQUIREMENTS

The Grantee shall comply with all Civil Rights Acts, as amended and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate. The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or in part of an individual's income is derived from any public assistance program. The Grantee agrees to include in every subcontract entered into for the performance of this Contract this covenant not to discriminate. A breach of this covenant, whether by Grantee or any subcontractor to Grantee, shall be deemed a material breach of this Contract by Grantee.

#### XVIII MODIFICATION OR TERMINATION

This Agreement can be modified or terminated if jointly agreed to in writing by the Parties within sixty (60) days' notice. This Agreement will be automatically terminated if funding from GLC becomes unavailable.

#### XIX AUTHORITY TO BIND

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their organization, and that the Parties shall fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

**IN WITNESS WHEREOF**, having read and understood the terms of the Agreement, the Parties do by their respective signatures dated below hereby execute this Agreement in two (2) originals as of the effective date hereof. One (1) original shall be retained by each Party. If there is any controversy among the documents, the document on file with FWWA shall control.

\_\_\_\_\_  
Jessica Schultz  
Executive Director  
Fox-Wolf Watershed Alliance

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jonathan D. Doemel  
County Executive  
Winnebago County

\_\_\_\_\_  
Date

## **ATTACHMENT A**

### **Federal Requirements**

Grantee agrees to comply with the following Federal requirements, as applicable hereto, which are hereby attached to this Agreement.

#### **I. APPLICABLE REGULATIONS**

(A) The Grantee, and recipients of any subawards or subcontracts under this grant, agree to comply with the following regulations, as applicable. (The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov>.)

1. 2 CFR Part 25, "Universal Identifier and System of Award Management"
2. 2 CFR Part 170, "Reporting Subaward and Executive Compensation Information"
3. 2 CFR Part 175, "Award Term for Trafficking in Persons"
4. 2 CFR Part 180, "OMB Guidelines To Agencies On Governmentwide Debarment And Suspension (Nonprocurement)"
5. 2 CFR Part 182, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)"
6. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
7. 2 CFR Part 400, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards"
8. 2 CFR Part 417, "Nonprocurement Debarment and Suspension"
9. 2 CFR Part 418, "New Restrictions on Lobbying"
10. 2 CFR Part 421, "Requirements for a Drug-Free Workplace (Financial Assistance)"
11. 2 CFR Part 422, "Research Institutions Conducting USDA-Funded Extramural Research; Research Misconduct"

(C) Allowable Project costs will be determined in accordance with the authorizing statute, the purpose of the award, and to the extent applicable to the type of organizations receiving the grant, regardless of tier. The following portions of the Code of Federal Regulations are hereby incorporated by reference. (The full text of Code of Federal Regulations references may be found at <https://www.gpo.gov/fdsys/browse/collectionCfr.action?collectionCode=CFR> and <http://www.ecfr.gov>.)

1. 2 CFR Part 200, "Uniform Administrative Requirements, Cost Principles And Audit Requirements For Federal Awards"

#### **II. UNALLOWABLE COSTS**

The following costs are not allowed:

- (A) Costs above the amount authorized for the Project;
- (B) Costs incurred after the Project End Date denoted on page one of the Contract including any no-cost extensions of time;
- (C) Costs that lie outside the scope of the approved Project and any amendments thereto;
- (D) Profit resulting from Federal financial assistance. Grantees may not earn and keep income resulting from an award.

(E) Costs of promotional items and memorabilia, including models, gifts, and souvenirs.

(F) Compensation for injuries to persons or damage to property arising from Project activities.

This list is not exhaustive. For general information about the allowability of particular items of costs, please see 2 CFR Part 200, "Subpart E – Cost Principles," or direct specific inquiries to the FWWA Point of Contact.

### III. FAIR LABOR STANDARDS

The Grantee assures and certifies that it shall comply with the minimum-wage and maximum-hour provisions of the Federal Fair Labor Standards Act.

### IV. PATENTS, INVENTIONS, COPYRIGHTS, AND ACKNOWLEDGMENT OF SUPPORT AND DISCLAIMER

(A) Allocation of rights of patents, inventions, and copyrights must be in accordance with 2 CFR Part 200.315. This regulation provides that small businesses normally may retain the principal worldwide patent rights to any invention developed with USDA support.

(B) In accordance with 37 CFR Section 401.14, each subject invention must be disclosed to the Federal agency within 2 months after the inventor discloses it in writing to contractor personnel responsible for patent matters. Invention disclosure statements pursuant to 37 CFR Section 401.14(c) must be made in writing to:

Farm Production and Conservation Business Center  
Grants and Acquisitions Division  
1400 Independence Avenue, SW  
Room 6819 South Building  
Washington, DC 20250

(C) USDA receives a royalty-free license for Federal Government use, reserves the right to require the patentee to license others in certain circumstances, and requires that anyone exclusively licensed to sell the invention in the United States must manufacture it domestically.

(D) The following acknowledgement of USDA-NRCS support must appear in the publication of any material, whether copyrighted or not, and any products in electronic formats (World Wide Web pages, computer programs, etc.) that is substantially based upon or developed under this grant:

**"This material is based upon work supported by the Natural Resources Conservation Service, U.S. Department of Agriculture, under number NR213A750013C001"**

In addition, all publications and other materials, except scientific articles or papers published in scientific journals, must include the following statement:

"Any opinions, findings, conclusions, or recommendations expressed in this publication are those of the author(s) and do not necessarily reflect the views of the U.S. Department of Agriculture. In addition, any reference to specific brands or types of products or services does not constitute or imply an endorsement by the U.S. Department of Agriculture for those products or services."

(E) All publications printed with Federal Government funds will include the most current USDA nondiscrimination statement, available from the Public Affairs Division, Civil Rights Division, or on the USDA home page. If the material is too small to permit the full nondiscrimination statement to be included, the material must, at a minimum, include the statement:

"USDA is an equal opportunity provider and employer."

Any publication prepared with funding from this agreement must include acknowledgement to USDA, Natural Resources Conservation Service.

The Grantee is responsible for ensuring that an acknowledgment of USDA-NRCS is made during news media interviews, including popular media such as radio, television, and news magazines, that discuss work funded by this grant in a substantial way.

## **V. PROGRAM INCOME**

All potential program income must be reported to the FWWA Point of Contact. Program income is the gross revenue generated by a Federally funded activity earned during the performance period of the award. Program income may be earned by recipients from fees charged for conference or workshop attendance, from rental fees earned from real property or equipment acquired with Federal funds, or from the sale of commodities or items developed under the grant or cooperative agreement. It must fall within the guidelines at 2 CFR 200.307. Unless identified and addressed in the award, the recipient must provide notification to the administrative contact and request the manner it would like to treat the income (i.e., deductive or additive). Program income may be used to meet recipient cost-share requirements with the approval of the Government.

## **VI. NONEXPENDABLE EQUIPMENT**

If the Grantee has been approved to purchase equipment or products with funds provided under this grant, the Grantee is encouraged to purchase only American-made equipment and products. Title to nonexpendable equipment purchased with grant funds will vest in the Grantee upon completion of the Project and acceptance by FWWA, GLC, and USDA-NRCS of required final reports. When equipment is no longer needed by the Grantee and the per-unit fair market value is less than \$5,000, the Grantee may retain, sell, or dispose of the equipment with no further obligation to FWWA, GLC or USDA-NRCS. However, if the per-unit fair market value is \$5,000 or more, the Grantee must submit a written request to FWWA for disposition instructions.

## **VII. PRIVACY ACT AND PROHIBITION AGAINST CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS**

(A) Activities performed under this grant may involve access to confidential and potentially sensitive information about governmental and landowner issues. The term “confidential information” means proprietary information or data of a personal nature about an individual, or information or data submitted by or pertaining to an organization. This information must not be disclosed without the prior written consent of USDA-NRCS, which may be sought by first providing written notice to the FWWA Point of Contact.

(B) The Grantee’s personnel shall follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. Section 552a, and implementing regulations and policies with respect to systems of records determined to be subject to the Privacy Act. The Grantee’s personnel must also comply with privacy of personal information relating to natural resources conservation programs in accordance with section 1244 of Title II of the Farm Security and Rural Investment Act of 2002 (Public Law 107-171).

(C) The Grantee agrees to comply with the “Prohibition Against Certain Internal Confidentiality Agreements:” Grantees may not require employees, contractors, or subrecipients seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting them from lawfully reporting that waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

## **VIII. ACKNOWLEDGMENT OF SECTION 1619 COMPLIANCE**

The Grantee agrees to comply with USDA-NRCS guidelines and requirements regarding the disclosure of information protected under Section 1619 of the Food, Conservation, and Energy Act of 2008 (PL 110-246), 7 U.S.C. 8791 as described below.

- a. Responsibilities.
  1. Acceptance of this award indicates acknowledgment and understanding that the Grantee, along with every owner, manager, supervisor, employee, contractor, agent, and representative of the Grantee, is legally bound by Federal statute to comply with the provisions of Section 1619 and that the Grantee will not subsequently disclose information protected by section 1619 other than to meet Commission reporting requirements or engage with other project partners identified within Appendix A. Any other disclosure of the protected information (except as

permitted under Section 1619) will be considered a violation of Section 1619. The Grantee will be held responsible should disclosure of the protected information occur.

2. The Grantee will use the protected information only to perform work that is directly connected to this award. Use of the protected information to perform work that is not directly connected to this award is expressly prohibited. Use of the protected information for any purpose is expressly prohibited after the period of performance end date of this award.
  3. The Grantee must internally restrict access to the protected information to only those individuals who have a demonstrated need to know the protected information to perform work under this award.
  4. The provisions in Section 1619 are continuing obligations. Even when the Grantee is no longer a Grantee, or when individuals currently affiliated with the Grantee become no longer so affiliated, every person having been provided access to the protected information will continue to be legally bound to comply with these provisions.
  5. Subsequent to the Grantee's receipt of a Final Close-Out Letter from FWWA, any protected information provided under this award must be immediately destroyed or returned to FWWA for transfer to USDA-NRCS custodians. Grantees should maintain written documentation that the protected information (paper copy, electronic copy, or both) was properly destroyed, removed from any electronic storage media, or both and make such documentation available to FWWA, GLC or USDA-NRCS upon request.
  6. Any State's "sunshine law," "open records act" or other version of the Freedom of Information Act is superseded by section 1619 under the Supremacy Clause of the U.S. Constitution. Accordingly, information protected from disclosure by section 1619 must not be released under such State laws.
- b. Examples of protected information prohibited by disclosure under Section 1619 include, but are not limited to, the following:
- i. State identification and county number (where reported and where located).
  - ii. Producer or landowner name, business full address, phone number, Social Security Number, and similar personal identifying information.
  - iii. Farm, tract, field, and contract numbers.
  - iv. Production shares and share of acres for each Farm Serial Number (FSN) field.
  - v. Acreage information, including crop codes.
  - vi. All attributes for Common Land Units (CLUs) in USDA's Geospatial Information System
  - vii. Any photographic, map, or geospatial data that, when combined with other maps, can be used to identify a landowner.
  - viii. Location of conservation practices.

## Attachment B - Workplan

**Project Name:** Increase Adoption of Soil Health Conservation Systems in the Rat River Watershed

**Project Period:** October 1, 2021 to September 30, 2024

**Subaward Grantee:** Winnebago County Land and Water Conservation Department

### 1. Project Description

Approximately 50% of the nutrient loading entering the Bay of Green Bay from the Fox River enters the system from Lake Winnebago. To meet water quality goals in Green Bay, the nutrient and sediment reduction goals of the Lake Winnebago system need to be met. The project area, Town of Dale-Rat River (Rat River) subwatershed, has been identified as a priority watershed by Winnebago County Land and Water Conservation Department (LWCD) and partners working to restore the Winnebago System. This project aims to build local Conservation Champions in Winnebago County by providing the County LWCD cost share funding to work with producers to install practices and overcome barriers to implementing a cover crop/no-till system to reduce agricultural nutrient runoff.

Grant-supported activities will:

- Contract with 2-4 local Champions (farmers) to overcome hurdles of consistent implementation of cover crop, no-till and low disturbance manure injection nutrient management on a portion of their farm.
- Install practices consistently for 3 years on 200 acres.
- Build on support of Winnebago County elected officials and current momentum in neighboring counties (Fond du Lac and Outagamie) to ensure LWCD staff have needed resources to contract with farmers.

This project will work to increase adoption of practices by other farmers by:

- Tracking successes and challenges as barriers to adoption are overcome.
- Host an annual demonstration field day for producers.

Implementation of goals are consistent with recommendations in the approved [Winnebago County Land & Water Resource Management Plan](#).

### 2. Project Work Area

HUC-12 Code(s)	HUC-12 Watershed Name(s)	GLRI Priority Watershed (if applicable)
040302022102	Town of Dale-Rat River	Drains directly to Lake Winnebago which empties into the Lower Fox River Watershed

### 3. Conservation Practices to be Installed

The following table includes a list of approved conservation practices to be installed with this award. Any changes to the amount of practice to be installed, the budget for each practice, and/or the addition of a conservation practice will require written approval from FWWA.

Practice Name	Amount	Budgeted for Installation	Annual Soil Savings	Annual Total Phosphorus Savings
Cover Crop- 340	600 acres (200 unique)	\$167,214	72 tons	484 pounds
Residue Management (Reduced Till/No Till)- 329				
Low Disturbance Manure Management (Nutrient Management)- 590				

#### 4. Timing of Conservation Practice Implementation

Practice Name	Federal FY 2022	Federal FY 2023	Federal FY 2024
	10/1/2021 to 09/30/2022	10/1/2022 to 09/30/2023	10/1/2023 to 09/30/2024
	Amount Installed	New Amount Installed	New Amount Installed
Cover Crop	200 acres*	0	0
Conservation Tillage	200 acres	0	0
Low Disturbance Manure Management	200 acres	0	0

\*NOTE: This timeline shows practice implementation according to Federal FISCAL YEARS and not calendar year. The goal would be to install Cover Crop (CC) after harvest in Federal FY 2022 (10/1/2021 to 09/30/2022). However, if CC cannot be installed in FY 2022, CC will be installed for the first time in FY 2023 (10/1/2022 to 09/30/2023).

#### 5. Schedule of Activities

Activity	Planned Delivery Date											
	Federal FY 2022				Federal FY 2023				Federal FY 2024			
	10/1/21 - 09/30/22				10/1/22 - 09/30/23				10/1/23 - 09/30/24			
	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4	Q1	Q2	Q3	Q4
FWWA Contract with Winnebago County	X											
Select/Contract with Champions (farmers)	X											
Planning meetings w/ producers	X	X	X	X	X	X	X	X	X	X	X	X
Plant Cover Crops (CC) Work with producers to develop plan for ensuring three years of cover crop. (FY24 Q4 planting may have to be done via interseeding or air seeding in order to get crop planted before harvest)				x	X			X	X			X
Run ACPF/Training	X	X										
Low Disturbance Manure Management			X	X	X		X	X	X		X	X
Kick-off Event		Feb										
Field Sign Development		Jan										
Collect SNAP+ runs from Farmer Champions, Run through Progress Report Template. Confirm each year. (Initial modeling shows baseline and installed conservation for 3 years, Progress Report Template shows Phosphorus and TSS loss compared to TMDL targets)		X				Feb				Feb		
Conservation Tillage			X				X				X	
Field Sign Installation			Apr									
Social Media Posts/E-newsletter			X		X		X		X		X	
Article in Basin Buzz				Jul		Jan						Jan
Field Day									X			

Federal Fiscal Years = Q1: October 1 – December 31; Q2: January 1 – March 31; Q3: April 1 – June 30; Q4: July 1 – September 30

## 6. Performance Measures

<b>Estimated annual Total Phosphorus (TP) reduction (pounds):</b>	484 lbs of P reduced annually (with an associated 72 tons of sediment)
<b><i>Description of activities intended to assure performance:</i></b>	
<p>Winnebago County Land and Water Conservation Department Staff will work with producers in the Town of Dale-Rat River subwatershed to increase soil health and decrease phosphorus and sediment runoff by implementing a combination of practices (Cover Crop, Conservation Tillage (No-till/Reduced Till or Strip Till), and low disturbance manure management).</p>	
<p>The project team will build upon existing relationships between current Winnebago County staff and producers in the watershed to choose the right producers to ensure project success. County staff upon notification of the award will begin reaching out to farmers to ensure the project can begin when the award is made.</p>	
<p>Contracting with a farm to trial the practices on a portion of their farm with the obligation to continue to install practices on the same field for the life of the grant <i>and</i> providing a Dedicated Conservation professional to work closely with farms to help plan ahead and overcome hurdles, ensuring consistent implementation for 3 years on the same acres will result in an increased likelihood of the producers seeing the benefits of the practices and adopting the practices after the funding stops.</p>	
<p>In order to reduce 484 pounds of phosphorus and 72 tons of sediment annually, this project will install 200 acres of cover crops, conservation tillage and low disturbance manure management (where applicable) as a continuous system for three years. Understanding crop rotations vary, county staff will work with the producers enrolled in the program to choose the best fields for the project, one of the metrics that will be used in field selection will be the ability to enroll the field in the program for 3 years.</p>	
<p>The annual cost per acre is \$48.47 for a single species cover crop or \$59.23 for a double species cover and \$15.23 for no-till or strip-tillage. These rates are 70% of the established NRCS rates. The cost per acre for low disturbance manure management will be \$24.23 which is 70% of the established NRCS rate. Low disturbance manure management is not a common practice in the Town of Dale-Rat River Watershed. Thankfully, due the success of equipment trials in nearby watersheds, custom manure haulers have invested in low disturbance equipment. The NRCS cost share rate will be combined with the incentive payment to fund the difference between traditional application and low disturbance application. If the producers apply their own manure, we will work with a neighboring county (Outagamie) to see if the farmers would be able to utilize trial equipment at least once during the project period. If low disturbance manure management is not used by a producer, we will utilize those funds to install additional cover crops/conservation tillage.</p>	
<p>While the proposed practices are traditional in nature, this proposal will incentivize the combination, planning and timing of these practices, thereby establishing a foundation of knowledge with the intent of future whole farm adoption by participating producers. We propose a producer can qualify for an incentive payment up to \$180/acre based on whether they are implementing all three practices or cover crop/conservation tillage only as well as their commitment for participating in the outreach events. We anticipate the annual incentive payment being divided into two payments and paid out after fall and spring practices are verified. Final payment structure and payout decision will be made by the Winnebago County Land Conservation Committee.</p>	

<b>Unique acres receiving technical or financial assistance on nutrient management*</b>	200 acres under direct management/contract + additional acres that are part of the 2-4 farms enrolled in the project will receive technical support.
<b><i>Description of activities intended to assure performance:</i></b>	
<p>Upon being notified of the award, County staff will begin discussions with producers so that upon award, we will be ready to move forward with implementing the project. Through prior experience working with County Land Conservation Departments to implement successful projects, we have learned that having conservation staff readily</p>	

available to work closely with producers is the best way to ensure success.

Following the development of the Winnebago Waterways Watershed Plan in 2020, Fox-Wolf Watershed Alliance and Winnebago County Staff spent time educating the Winnebago County and Water Land Conservation Committee (elected officials) on the importance of conservation staff and the level of effort it takes for producers to adopt practices. The Committee Members support the mission of the Department and have proposed to increase staff at Land and Water Conservation Department Staff to include a dedicated Watershed Coordinator for Rat River in 2022. This Coordinator will not only work with the producers signed up for this project on the 200 acres under direct management but will also review their total farm and promote use of traditional cost share programs through NRCS to farmers throughout the watershed. Having this dedicated professional to work with other producers in the watershed will increase the visibility of the project and likely result in increased signups for traditional conservation practices.

*\*Nutrient management: Planning for and/or managing the amount, placement, and timing of plant nutrients to obtain optimum yields and minimize the risk of surface and groundwater pollution.*

## **7. Communication Efforts**

### **A. Kickoff Event**

Farmers will be selected during the 1<sup>st</sup> quarter of the project and conservation plans for their farms will be developed. An official project kickoff event will be held in FY2022 Q2. Winnebago County and Fox-Wolf staff will host a lunch with Rat River Watershed Farmers, elected officials and other community leaders to share the project goals and begin to build a sense of conservation community.

### **B. Ongoing Outreach**

Farmer Outreach:

- One on one meetings with farmers in the program will occur throughout the project to help guide implementation on their farms.
- One of one farm visits will happen annually with Winnebago County farmers not in the program. Winnebago County staff visiting farms will make sure the farmers are aware of the program their neighbors are enrolled in and share results as they move forward.
- Articles highlighting the project will be written by Winnebago County staff with help from FWWA as needed, for the Fox-Wolf Watershed Alliance's Basin Buzz agricultural newsletter and mailed to farmers in the Winnebago Waterways Recovery Area.
- Collaboration with NRCS Demo Farm Network Outreach will occur.

General Public Outreach & Media:

- Winnebago County will provide an annual update to be included in FWWA's e-newsletter
- Semi-annual social media posts will be shared by Winnebago County and FWWA
- Press releases will be written for Kick-off event and field days.
- Press release will be written for project wrap up.

Elected Official Updates:

- Fox-Wolf Staff will provide project updates semi-annually at Winnebago Waterways Executive Committee meetings.
- Winnebago County Land and Water Conservation Committee – County staff will provide updates as needed as part of the monthly LCC meeting.
- Congressman Gallagher's Save the Bay Initiative – Fox-Wolf staff will provide project updates to be included in the semi-annual Conservation Updates put together for the Congressman's initiative.

**C. Project Wrap-up**

Winnebago County Conservation staff will take video and photo documentation over the course of the project. A wrap up video will be put together and shared with the Great Lakes Commission, through social media avenues and with elected officials during the Winnebago Waterways Executive Committee Meeting and the Winnebago County Land Conservation Committee meetings.

A press release will also be shared highlighting the project’s success and offering interviews with willing producers, Land Conservation and Fox-Wolf staff.

**D. Knowledge Transfer**

We anticipate at least one staff person from Fox-Wolf Watershed Alliance and Winnebago County would participate in the Great Lakes Commission Annual Meeting in 2023. We have some allocated travel funds in the FWWA budget.

**8. Budget**

*Note - Costs are a for 3-year project*

<b>Winnebago County Budget</b>	<b>FWWA Funding</b>	<b>Winnebago County Match</b>
<b>Personnel</b>		
Winnebago County Staff Time	\$0	\$28,086
<b>TOTAL PERSONNEL</b>	<b>\$0</b>	<b>\$28,086</b>
<b>Contractual (BMP installation)</b>		
Cover Crop Cost Share	\$35,538	\$15,231
Residue Management	\$9,138	\$3,916
Low Disturbance Manure Management	\$14,538	\$6,231
Land Owner Incentive – Conservation System	\$108,000	\$0
<b>TOTAL CONTRACTUAL</b>	<b>\$167,214</b>	<b>\$25,378</b>
<b>TOTAL SUBAWARD</b>	<b>\$167,214</b>	<b>\$53,464</b>

**9. Details on Conservation Practices**

The following table(s) describe approved conservation practices to be installed with this award. Any changes to the amount of practice to be installed, the budget for each practice, incentive method and rate, and/or addition of a conservation practice will require written approval from FWWA.

<b>Part I: Practice Details</b>	
<b>Practice Name</b> (with <a href="#">NRCS FOTG code</a> , if applicable):	
Soil Health Cropping System will consist of 2-3 combined Best Management Practices: <ul style="list-style-type: none"> <li>• Cover Crop – 340</li> <li>• Residue Management (Reduced Till/No Till) – 329</li> <li>• Low Disturbance Manure Management (Nutrient Management) – 590</li> </ul>	
<b>Description of Practice:</b>	
Cropping system to build soil health includes consistent use of Cover Crops combined with Conservation Tillage resulting in increased Residue and Low Disturbance Manure Management (for dairy corn silage rotation).	
<b>Amount Implemented</b>	200 Acres Annually

<b>Cost-share Per Unit (shown as per acre):</b>	
<b>Cover Crop multi species*</b> – Cost Share \$59.23 (70%) Land Owner \$25.38 (30%)	<b>Residue Management:</b> Cost Share \$15.23 (70%) Land Owner \$6.53 (30%)
<b>Cover Crop single species*</b> – Cost Share \$48.47 (70%) Land Owner \$20.77 (30%)	<b>Low Disturbance Manure Management:</b> Cost Share \$24.23 (70%) Land Owner \$10.38 (30%)
*We budgeted for all 200 acres to be planted in multi species cover crop, should some acres be planted single species, available funds should be utilized to plant additional acres.	
<b>Producer Incentive Per Unit (shown as per acre):</b>	
<b>Farmer committed to all three practices:</b> \$180.00/acre	
<b>Farmer committed to Cover &amp; Tillage practices</b> because he/she does not apply manure: \$100.00/acre	
Farmer will earn the full incentive if he/she commits to: <ul style="list-style-type: none"> <li>• implementing practices on the same acres to build soil health,</li> <li>• hosting a field day and participating in outreach events</li> <li>• providing required reporting information</li> <li>• working through the farm progress report with County or Fox-Wolf staff.</li> </ul>	
Incentive payment also commits farmers to 3 years of BMP installation regardless of weather conditions so emergency aerial seeding may be a cost that is paid for with incentive payment funds.	
Manure Management incentive was determined by the difference/acre between standard application and low disturbance. This rate would allow a producer who typically pays a custom hauler to apply manure to pay a custom hauler to use low disturbance injection instead. All application will be done following a nutrient management plan.	
*Should manure not be applied to acres enrolled in the program, funds reserved for manure incentive will be utilized to contract additional acres of cover crop and conservation tillage.	
<b>Estimated Installation Date(s):</b> (month/year)	Residue Management through reduced till, strip till or no-till practices will begin in the Spring of 2022. Cover crops will be installed Fall of 2022 (unless the timing works out right that we are able to get the first year of cover installed in the fall of 2021).
<b>Life of Installed Practice:</b>	1 year. The goal of the project will be to install the practices on the same acres for all three years of the project to build soil health and increase the producers likelihood of adopting the practices.

<b>Part II: Performance Measures (as applicable, fill in all that apply)</b>	
<b>Estimated Annual Soil Savings (in tons):</b>	72 tons annually <i>(if cover crops can be installed in fall of 2021, then we will get full reductions in FY2022, if we are unable to get implementation moving that quickly the reductions will be made up for in FY2024)</i>
<b>Estimated Annual Total Phosphorus Reduction (in pounds):</b>	484 lbs annually <i>See note above</i>
<b>Nutrient management acres</b> (improved amount, placement, or timing of fertilizer or manure):	200 Acres + Additional acres that Watershed Staff work with farmers on beyond what is cost shared.
<b>Description of Calculation Methods:</b>	SnapPlus was used to calculate reductions. SnapPlus is a Nutrient Management Planning software designed for preparation of nutrient management plans in accordance with Wisconsin's Nutrient Management Standard Code 590. It is a requirement of all farms to use for on farm planning of crops and nutrients to meet state statutes. We will be using results from the SnapPlus model in our Farm Progress Reports as goals were set for each subwatershed using TMDL data incorporated into SnapPlus runs. For these reasons we chose this model.

# Attachment C1 – Invoice Form

Digital versions of reporting forms will be provided to Winnebago County by FWWA



## Attachment C1 - INVOICE FORM

<b>Winnebago County Land &amp; Water Conservation Department</b>	<b>Invoice Date:</b>	
625 E. County Rd. Y, Suite 100	<b>Invoice #:</b>	001
Oshkosh, WI 54901	<b>Project Name:</b>	Increase Adoption of Soil Health Conservation Systems in the Rat River Watershed
Phone: (920) 232-1951	<b>Project Number:</b>	2021-GLSNRP-1109
Email: ccasper@co.winnebago.wi.us	<b>Project Duration:</b>	October 1, 2021 – September 30, 2024
Secondary Email: mkoch@co.winnebago.wi.us	<b>Invoice Period:</b>	October 1, 2021 to December 31, 2021
	<b>Bill To:</b>	Fox-Wolf Watershed Alliance, Inc.

Description	Funds Expended This Period	Expenditures to Date	Approved Budget	Amount Remaining	Match provided this Period	Match provided to Date	Match Required	Match Remaining
<b>Personnel:</b>								
Winnebago County Staff (Technical Support)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,086.00	\$ 28,086.00
<b>Total Personnel:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 28,086	\$ 28,086.00
<b>Fringe Benefits:</b>								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Fringe Benefits:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Travel:</b>								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Travel:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Supplies:</b>								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Supplies:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Equipment:</b>								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Equipment:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Contractual:</b>								
Cover Crop Cost Share	\$ -	\$ -	\$ 35,538	\$ 35,538	\$ -	\$ -	\$ 15,231.00	\$ 15,231.00
Residue Management Cost Share	\$ -	\$ -	\$ 9,138	\$ 9,138	\$ -	\$ -	\$ 3,916	\$ 3,916.00
Low Disturbance Manure Management Cost Share	\$ -	\$ -	\$ 14,538	\$ 14,538	\$ -	\$ -	\$ 6,231.00	\$ 6,231.00
Land Owner Incentive Payment - Conservation System	\$ -	\$ -	\$ 108,000	\$ 108,000	\$ -	\$ -	\$ -	\$ -
<b>Total Contractual:</b>	\$ -	\$ -	\$ 167,214	\$ 167,214	\$ -	\$ -	\$ 25,378	\$ 25,378
<b>Other:</b>								
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total Other:</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Totals</b>	\$ -	\$ -	\$ 167,214.00	\$ 167,214.00	\$ -	\$ -	\$ 53,464.00	\$ 53,464.00

\* Attach copies of all associated receipts for expenses to be reimbursed this period.

\*\* Provide itemized list of in-kind / match contributions by budget category (e.g., Personnel, Supplies, Travel) and provide supporting documentation as necessary.

I hereby certify that the supporting documentation and records upon which the above costs are claimed, including those claimed as in-kind / match reasonable, eligible, and allowable based upon the specific requirements set forth in the Agreement for this project; are distinguishable from work done on other projects contributions, are during the same time frame; are maintained in accordance with all applicable federal, state and general municipal accounting practices and procedures; and are available in our files for inspection. Furthermore, these files will be maintained for a period of three (3) years beyond the end of

<b>Authorized Representative (signature)</b>	<b>Name and Title (print)</b>	<b>Date</b>
<b>Remit Payment to:</b>		
Winnebago County Land Conservation Department 625 E. County Rd. Y, Suite 100 Oshkosh, WI 54901 Attn: Chad Casper		

# Attachment C2 – Load Reduction Reporting Form

*Digital versions of reporting forms will be provided to Winnebago County by FWWA*

**Load Reduction Reporting Form - Agreement Attachment C.2**

<b>Project Title:</b>	Increase Adoption of Soil Health Conservation Systems in the Rat River Watershed	<b>Report #:</b>	001
<b>FWWA Project #:</b>	2021-GLSNRP-1109	<b>Date of Report:</b>	
<b>GLC Project #:</b>	GLSNRP-11-09	<b>Reporting period:</b>	October 1, 2021 to December 31, 2021
<b>Organization:</b>	Winnebago County LWCD	<b>HUC #:</b>	40302022102

Entry #	Conservation Practice Type	NRC5 Conservation Practice Code	Date Installed xx/xxxx (month/year)	12 digit HUC Code	Life Span of Practice (years)	Units (acres)	Amount Implemented (acres)	Grant Dollars Spent on installing practice	Sediment Load Reduction (tons)	PP Load Reduction (lbs)	DRP Load Reduction (lbs)	Total P Load Reduction (lbs)	N Load Reduction (lbs)	Method for Calculation
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## Attachment C3 – Narrative Progress Report Form

*Digital versions of reporting forms will be provided to Winnebago County by FWWA*

**Project Name:** Increase Adoption of Soil Health Conservation Systems in the Rat River Watershed

**Agreement Number:** 2021-GLSNRP-1109

**Project Sponsor:** Fox-Wolf Watershed Alliance

**Grantee:** Winnebago County LWCD

**Quarterly Report #:** \_\_\_\_\_

**Reporting Period (mm/dd/yyyy):** from \_\_\_\_\_ to \_\_\_\_\_ **.Summary of**

### Reporting Period

Number of unique producers receiving assistance: \_\_\_\_\_

Number of events held: \_\_\_\_\_ and total number of attendees: \_\_\_\_\_

### Implementation Summary

Practices	Proposed				Progress to date (Unique acres only)			
	Amount	Budgeted for Installation	Soil Savings	Total Phosphorus Savings	Amount Completed	Dollars Spent	Soil Saved	Total Phosphorus Savings
Cover Crop-340	600 acres (200 unique)	\$167,214	72 tons	484 pounds				
Residue Management (Reduced Till/No Till)-329								
Low Disturbance Manure Management (Nutrient Management)-590								

### Progress this Reporting Period

*Please provide a detailed description of the work that occurred during this reporting period.*

### Challenges and Solutions

*Please provide a description of any challenges encountered this period and how the challenges were addressed.*

**Invoice Narrative**

Please provide a detailed explanation for each budget category (line) for which reimbursement is requested. The total of the figures under each budget category must match the amount listed on the related invoice's budget lines.

**Salaries and Fringes.** List staff members and associated hours.

Staff Person	Hours	Salary Match	Fringe Match

**Contractual Services.** List by individual contract and include amount of reimbursement requested for each contract.

**Cover Crop Cost Share**

Contract Individual	Acres	Expenditure	Match
Total:			

**Residue Management Cost Share**

Contract Individual	Acres	Expenditure	Match
Total:			

**Land Owner Incentive Payment – Conservation System**

Contract Individual	Acres	Expenditure
Total:		

**Equipment.** Specify by item.

**Travel.** Specify trips taken and breakdown of costs.

**Supplies and Materials.**

**Other Direct Costs.** Specify by item.

2 **RESOLUTION: In Support of Legislative Changes to Wis. Stat. Ch. 980 – Supervised**  
3 **Release**

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

7 **WHEREAS**, Wis Stat. Ch. 980 currently provides for the supervised release of certain sex offenders to  
8 various properties that meet statutory criteria, and for notice of said release to be provided to certain individuals once  
9 the Court orders supervised release; and

10 **WHEREAS**, the Winnebago County Supervised Release Committee is tasked with identifying properties in  
11 Winnebago County that meet statutory criteria, and with submitting a report regarding said properties to the  
12 Wisconsin Department of Health Services for use in court, but neither the Supervised Release Committee nor its  
13 members are Parties to the court action where placement is determined; and

14 **WHEREAS**, it is desirable for the Wisconsin Legislature to revise the Ch. 980 definition of "Youth Center"  
15 which is currently defined as "... any center that provides, on a regular basis, recreational, vocational, academic, or  
16 social services activities for persons younger than 18 years old or for those persons and their families," in order to  
17 specify whether the definition of a "Youth Center": 1) may include a private residence; or 2) only includes licensed  
18 centers and facilities, such as a Boys & Girls Club, and/or a YMCA or YWCA; and

19 **WHEREAS**, it is desirable for the Wisconsin Legislature to add an additional notice requirement to Ch. 980,  
20 requiring that the State fund and provide written notice to any and all households within 1,500 feet of the property in  
21 which a court places a Ch. 980 offender, with said notice including: 1) the name, address and recent headshot of the  
22 offender; 2) the sex-related crimes for which the offender being released has been convicted of; 3) the restrictions  
23 placed on the offender; and 4) how to report a violation of the restrictions placed on the offender.

24  
25 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
26 requests that Wisconsin Legislators make changes to Ch. 980 as described above in this Resolution; and

27  
28 **BE IT FURTHER RESOLVED** that a copy of this Resolution shall be sent via email to the Governor of the  
29 State of Wisconsin, to the Winnebago County Legislative Delegation and to all Wisconsin County Clerks.

30  
31 **Fiscal Impact:** None

32 Respectfully submitted by:  
33 **LEGISLATIVE COMMITTEE**

34 Committee Vote: **9-0 (7 Absent)**

35  
36 Vote Required for Passage: **Three-Fourth of Those Present**

37  
38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

39  
40 \_\_\_\_\_  
41 Jonathan D. Doemel  
42 Winnebago County Executive

1 238-112021

2

3 **RESOLUTION: Approve a Transfer in the Amount of \$153,733 from the Winnebago County**  
4 **Contingency Reserve Account to the Winnebago County Parks Department's**  
5 **Sunnyview Exposition Center Improvement Capital Project for the Additional**  
6 **Work for Lot #4 General Site Construction and Electrical Services.**

7

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

9 **WHEREAS**, in 2019, the Parks Department presented a master plan for the Sunnyview Exposition Center  
10 (Expo) to the Winnebago County Board plan that included several phases to be completed over a number of years;  
11 and

12 **WHEREAS**, the east campus phase was estimated to cost \$1,636,200 for engineering, detailed design, and  
13 construction; this was approved by the Winnebago County Board in March of 2021; and

14 **WHEREAS**, the Parks Department released the project for public bidding in August of 2021; and

15 **WHEREAS**, the project came in within budget except for lot #4 that was included within the bid as an  
16 alternative due to the current climate of the construction industry; and

17 **WHEREAS**, the Parks Department wishes to accept the lot #4 alternate bid from MCC Inc. and Folske  
18 Electrical Services in order to complete the east campus project at the Sunnyview Exposition Center; and

19 **WHEREAS**, accepting the lot # 4 alternate bid will allow for all equestrian events to be moved entirely to the  
20 east campus allowing for events to take place on the west and east campus simultaneously.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
22 approve a transfer in the amount of \$153,733 from the Winnebago County Contingency Reserve Account to the  
23 Winnebago County Parks Department's recently approved Sunnyview Exposition Center Improvement Capital  
24 Project to add lot #4.

25

26 **Fiscal Impact:** This transfer will decrease the Contingency Reserve account by \$153,733. The current balance is  
27 \$266,030.

28

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

36

37 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021

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40 \_\_\_\_\_  
41 Jonathan D. Doemel  
42 Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: October 26, 2021  
TO: PARKS AND RECREATION COMMITTEE  
FROM: DIRECTOR OF PARKS AND EXPO CENTER  
RE: SUNNYVIEW EXPOSITION CENTER LOT 4 ALTERNATE

## **Background:**

In 2019, the Parks Department presented a master plan for the Sunnyview Exposition Center to the Winnebago County Board. The plan included several phases to be completed over several years. The east campus phase was estimated to cost \$1,636,200. In March of 2021 the County Board approved \$1,636,200 for the engineering, detailed design, and construction of the Sunnyview Exposition Center east campus. Since the master plan was created and cost estimate was completed we have seen an increase in the cost of materials and more recently, a labor shortage for many contractors. This has in turn led to increased prices and less contractors bidding due to the amount of work they can perform.

In May of 2021 the Parks Department entered into a contract with Rettler Corporation. We worked with Rettler Corporation to engineer, permit, and design the east campus. The goal is to perform construction between now and the end of May 2022. We advertised for bids for both excavation/earthwork and electrical in August. During this first round of bidding we received 3 bids for electrical services but only 1 bid for earthwork/excavation. Staff determined that we needed to advertise for bids a second time due to the lack of bidders and due to the fact that the first bid was over budget. Staff worked with Rettler Corporation to extend the timeline for construction into June of 2022 to give contractors more time. The result was 7 bidders for earthwork/excavation in the second round of bids.

We have accepted the bids for both electrical and earthwork/excavation and are now moving forward with the project. The goal of this project was to move all camping and equestrian events to the east side of the campus. Our second goal was to address the storm water issues we had at the expo and also at the Community Park. Staff feel that we will be addressing the concern for storm water and expanding our camping capacity by more than double. However, staff feel that we should complete the work for lot 4. Lot 4 was placed into the project as an alternate. Lot 4 should be constructed with the rest of the project to save on cost long term. If we decide to construct lot 4 in the future we will be paying for increased cost and a second mobilization.

\$153,732.18 is required in order to accept the alternate from MCC Inc. and Folske Electrical to perform the work on lot 4. Lot 4 will be doubled from its current size and we will be adding electrical camping pedestals where there is currently no electric. The \$153,732.18 in additional funds include \$82,972.60 for earthwork, \$63,439.00 for electrical, and \$7,320.58 to cover a 5% contingency.

After discussing the funding with the Finance Department, staff recommends utilizing the contingency reserve account for this project. The contractors agreed to hold their prices for their alternatives until the County Board meets on Tuesday, November 16.

**Requested Action:**

Staff recommends that the Parks and Recreation Committee recommend to the County Board to approve \$153,732.18 to be spent from the Winnebago County contingency reserve account to add the lot 4 alternative bid for both earthwork/excavation, electrical, and 5% contingency.

**Committee Action:**

The Parks and Recreation Committee motioned to approve the budget transfer at their October 26, 2021 committee meeting 5-0.

The Personnel and Finance Committee motioned to approve the budget transfer at their November 4, 2021 committee meeting 5-0.

**Attachments:**

- Budget Transfer Request
- MCC Inc. Alternate Bid A-1 – Lot 4
- Folske Electric Alternate Bid B-1 – Lot 4 Power Pedestals
- Site Layout Including Lot 4

1 239-112021

2

3 **RESOLUTION: Support the State of Wisconsin's Efforts to Provide Funding Opportunities for the**  
4 **Navigational Buoys Located within the Winnebago System.**

5

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

7 **WHEREAS**, the "Winnebago System" is one of Wisconsin's most significant water resources. The system  
8 comprises 17% of the state's surface water acreage. Lake Winnebago, at 137,700 acres is the state's largest inland  
9 lake; and

10 **WHEREAS**, there are a total of 58 public and private boat launch sites located around the shoreline of Lake  
11 Winnebago that provide tourism and recreational opportunities to all residents located within the state and to visitors  
12 from outside of Wisconsin; and

13 **WHEREAS**, the buoys are vital for providing safety for all tourists and boaters that are utilizing the  
14 Winnebago System that includes many hazards such as reefs and shallow waters; and

15 **WHEREAS**, Winnebago County Parks Department owns and maintains 118 navigational buoys located on  
16 Lake Winnebago, Lake Butte Des Morts, and Lake Poygan; and

17 **WHEREAS**, the average yearly cost per navigational buoy is roughly \$447.37 per buoy which is presently  
18 only being supported by Winnebago County residents; and

19 **WHEREAS**, in October 2021, State Senator Roger Roth and State Representative Rachael Cabral-Guevara  
20 were joined by area legislators to introduce legislation ([SB 544/AB 543](#)) to make the navigational buoys in the  
21 Winnebago System an eligible project for reimbursement from the recreational boat fund (RBF).

22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
23 supports the State of Wisconsin's efforts to provide funding opportunities for the Navigational Buoys located within  
24 the Winnebago System.

25

26 **Fiscal Impact:** In 2019, the County Parks Department spent \$144,443 on the navigational buoys.

27 In 2020, the County Parks Department spent \$69,555 on the navigational buoys.

28 In 2021, the County Parks Department spent \$68,885 on the navigational buoys.

29

30 Respectfully submitted by:

31 **PARKS & RECREATION COMMITTEE**

32 Committee Vote: **5-0**

33 Respectfully submitted by:

34 **LEGISLATIVE COMMITTEE**

35 Committee Vote: **8-1 (7 excused)**

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

37

38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021.

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive



## **Winnebago County**

*The Wave of the Future*

DATE: October, 25, 2021  
TO: Members of the Legislative Committee  
FROM: County Executive Jon Doemel & Director Adam Breest  
RE: State funding for Winnebago System navigational buoys

### **Background:**

In order to provide safe navigation throughout the Winnebago System, Winnebago County provides many services to the system's users. This includes draw and lift bridge tenders, public boat launches, navigational buoys and other amenities. The Winnebago System accounts for about 17% of the inland fresh water in Wisconsin and is famous for anglers and water sport enthusiasts alike. Because of the rivers and shallow lakes, navigational buoys are essential to the safety of all users of the system. Currently, Winnebago County uses boat launch fees to fund the tens of thousands of dollars for buoy placement and maintenance. This leaves fewer resources to maintain and improve our assets.

### **Policy Discussion:**

We are asking this committee to support state financial support to the multiple counties who provide navigational buoys. Under current practice, maintenance of these essential buoys falls to county boat launch users or property tax payers. Boats launched from private or municipal launches do not contribute to the buoy project. Additionally, the tourism generated by the system is not captured in an effective way to provide local dollars to fund the navigational buoys.

### **Current Policy Solution:**

Earlier this month, State Senator Roger Roth and State Representative Rachael Cabral-Guevara were joined by area legislators to introduce legislation ([SB 544/AB 543](#)) to make the navigational buoys in the Winnebago System an eligible project for the recreational boat fund (RBF). This solution captures program revenue the Department of Natural Resources (WDNR) captures from boat registrations. The legislation does not guarantee Winnebago County will receive funding. Any funding application will have to be approved by the Wisconsin waterways commission. The funding could be competitive not only with our neighboring counties, but with other projects allowed under the RBF.

Wisconsin Counties Association (WCA) will register in favor of the legislation.

### **Previous Committee Action:**

The Parks and Recreation Committee voted 5-0 to support Senator Roger Roth's bill in regards to providing funding for the navigational buoys located within the Winnebago Lake System.

The Legislative Committee voted 8-1 (7 excused) to Support Senator Roger Roth's bill in regards to providing funding for the navigational buoys located within the Winnebago Lake System.

JON DOEMEL  
COUNTY EXECUTIVE



## **Winnebago County**

*The Wave of the Future*

### **The County Board Requested Action:**

We ask that the County Board support an advisory resolution that is broad in nature and not legislation specific so that we can negotiate the best policy outcome for Winnebago County and our neighboring counties. We request a motion to request legislation to fund navigational buoys in the Winnebago System.

1 240-112021

2

3 **RESOLUTION: Approve a Transfer in the Amount of \$39,000 from Temporary Labor Account to**  
4 **Other Operating Expenditures to Create a Master Plan and Hydraulics Analysis**  
5 **for the Waukau Dam**

6

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

8 **WHEREAS**, over the last 3 years, the Waukau Dam has had significant washout and storm damage. Due to  
9 these weather events, staff have also had issues with controlling the carp from swimming upstream towards Rush  
10 Lake. The Parks Department has encountered 6 weather events in this time period that have caused significant  
11 washout and damage; and

12 **WHEREAS**, in 2021, the Parks Department entered into a contract with MSA Professional Services to  
13 perform a site evaluation of the Waukau Dam. A preliminary concept plan was created and a recommendation for  
14 future improvements to the site to prevent further damage was recommended; and

15 **WHEREAS**, MSA has provided a proposal to perform a Master Plan and Hydraulic Analysis. Through this  
16 project we will perform a site survey, create cost estimates, and perform preliminary engineering to create a better  
17 understanding of the scope of the project. This process will also investigate funding opportunities including grants  
18 and partnerships with other agencies.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 approve a transfer in the amount of \$39,000 from Temporary Labor Account to Other Operating Expenditures to  
21 create a Master Plan and Hydraulics Analysis for the Waukau Dam.

22

23 **Fiscal Impact:** There is no fiscal impact, as this is a transfer between expenditure categories within the Parks  
24 Department.

25

26 Respectfully submitted by:

27 **PARKS & RECREATION COMMITTEE**

28 Committee Vote: **5-0**

29 Respectfully submitted by:

30 **PERSONNEL & FINANCE COMMITTEE**

31 Committee Vote: **5-0**

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

33

34 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021

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\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: OCTOBER 26, 2021  
TO: PARKS AND RECREATION COMMITTEE  
FROM: DIRECTOR OF PARKS AND EXPO CENTER  
RE: WAUKAU DAM MASTER PLAN AND HYDRAULICS ANALYSIS

## **Background:**

Over the last 3 years, the Waukau Dam has had significant washout and storm damage. Due to these weather events, staff have also had issues with controlling the carp from swimming up stream towards Rush Lake. The Parks Department has experienced 6 weather events in this time period that have caused significant washout and damage.

In 2021, the Parks Department entered into a contract with MSA Professional Services to perform a site evaluation of the Waukau Dam. A preliminary concept plan was created and a recommendation for future improvements to the site to prevent further damage was recommended.

The Parks Department currently has the Waukau Dam listed in the 2021-2025 Capital Improvement Plan for 2025. Staff feel that we need to narrow the scope and the cost estimate so we can better plan for this capital project.

MSA has provided a proposal to perform a Master Plan and Hydraulic Analysis. Through this project we will perform a site survey, create cost estimates, and perform preliminary engineering to create a better understanding of the scope of the project. This process will also investigate funding opportunities including grants and partnerships with other agencies.

## **Requested Action:**

Staff recommends that the Parks and Recreation Committee recommend to the County Board to approve a budget transfer of \$39,000 from temporary labor/FICA and cost savings within the Parks Department's operational budget to create a Master Plan and Hydraulics Analysis Study in order to better determine the scope and the cost of the Waukau Dam project that is currently included in the 2021-2025 Capital Improvement Plan for 2025.

## **Committee Action:**

The Parks and Recreation Committee motioned to approve the budget transfer at their October 26, 2021 committee meeting 5-0.

The Personnel and Finance Committee motioned to approve the budget transfer at their November 4, 2021 committee meeting 5-0

## **Attachments:**

- Budget Transfer Request
- MSA Site Evaluation Report
- Picture of the Waukau Dam Following Large Rain Events
- Videos to be shown at Parks and Recreation Committee Meeting
- MSA's Proposal to Create a Master Plan

1 241-112021

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**RESOLUTION: Authorize the Winnebago County Parks Department to Accept a Donation in the Amount of \$1,200 to Pay for Materials to Install Drain Tile in the Community Park Soccer Complex**

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

**WHEREAS**, the Winnebago County Parks Department staff members met with several youth soccer organizations in regards to the Community Park Soccer Complex; and

**WHEREAS**, Club organizers identified three to four fields that can rarely be utilized due to water issues; and

**WHEREAS**, the Winnebago County Parks Department staff put together a plan to install drain tile in and around these fields in order to better divert water; and

**WHEREAS**, the Oshkosh Youth Soccer organization offered to pay for the materials if the Winnebago County Parks Department could perform the work, which will occur this fall.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to accept a donation in the amount of \$1,200 to pay for materials to install drain tile in fields with water issues.

**Fiscal Impact:** There is no fiscal impact. The donations will cover the cost of the drain tiles.

Respectfully submitted by:  
**PARKS & RECREATION COMMITTEE**

Committee Vote: **5-0**

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

Committee Vote: **5-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



**Winnebago County**  
*The Wave of the Future*

DATE: OCTOBER 26, 2021  
TO: PARKS AND RECREATION COMMITTEE  
FROM: DIRECTOR OF PARKS AND EXPO CENTER  
RE: OSHKOSH YOUTH SOCCER DONATION

## **Background:**

On Monday, October 18 the Parks Department staff members met with several youth soccer organizations in regards to the Community Park Soccer Complex. Club organizers identified 3-4 fields that can rarely be utilized due to water issues. Staff put together a plan to install drain tile in and around these fields in order to better divert water away. Oshkosh Youth Soccer offered to pay for the materials if the Parks Department could perform the work. Staff will be performing this work yet this fall.

## **Requested Action:**

Staff recommends that the Parks and Recreation Committee recommend to the Personnel and Finance Committee to accept the donation from Oshkosh Youth Soccer in the amount of \$1200 and perform a budget transfer to reflect this additional expense for 2021.

## **Committee Action:**

The Parks and Recreation Committee motioned to approve the budget transfer at their October 26, 2021 committee meeting 5-0.

The Personnel and Finance Committee motion to approve the budget transfer at their November 4, 2021 committee meeting 5-0.

## **Attachments:**

- None