

## AMENDED

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, NOVEMBER 21, 2023 @ 6:00 PM  
FOURTH FLOOR – WINNEBAGO COUNTY COURTHOUSE  
415 JACKSON STREET, OSHKOSH, WISCONSIN  
Via ZOOM**

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

<https://us02web.zoom.us/j/87014382353?pwd=eDdsVnJWS1RldUx1ck1mSzJQckpMZz09>

**Passcode: W1NNE**

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 870 1438 2353**

**Passcode: 456624**

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, November 21, 2023, at 6:00 p.m. in the Winnebago County Board Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

At this meeting, the following will be presented to the Board for its consideration:

**A. Call to Order**

**B. Roll Call**

**C. Presentation of Flags and Pledge of Allegiance – Led by the American Legion Post 364 – Winneconne and Supervisor Doug Nelson**

**D. Invocation – Supervisor Karen Powers**

**E. Adopt Agenda**

**F. County Board Chairman's Appointment**

- Winnebago County Board of Supervisors, District 34 – Edward S. Jeziorny, 5439 Reighmoor Road, Omro

**G. Public Comments**

**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.**

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

**H. Communications, Petitions, Memorials, Accounts, Commendations, Etc.**

1. Resolution from Other County:
  - Kenosha County – Resolution No. 60 – "Resolution on the Individual Health Decisions Pertaining to COVID 19 Government Lockdowns, Vaccine, and Mask Mandates"
2. Petition for Zoning Amendment:
  - 001 – Lisa Kuznacki and Steve and Kathleen Rieth, Town of Winneconne; rezone from R-2 for Lot 1 (Suburban Residential District for Lot 1) & R-2 & R-1 for Lot 2 (Suburban Residential District and Rural Residential District for Lot 2) to R-2 for Lot 1 and R-1 for Lot 2 (Suburban Residential District for Lot 1 and Rural Residential District for Lot 2) for tax parcel nos. 030-0053-05 & 030-0813
3. Memorial for Paul DeLap

**I. Reports from Committees, Commissions and Boards**

**J. County Executive's Report**

**K. County Executive's Appointments**

- **Local Emergency Planning Committee**
  - Re-appointments: Audrey Erdmann, American Red Cross; Janell Tatro, Fox River Valley Ethanol, LLC; Beth McCormick, Valley Environmental Response; and Sean Prust, Hydrite Chemical
  - Appointments: Shawn Bordeaux, Fox Crossing Fire Department; Stephanie Spence, Advocate Aurora Medical Center
- **Advocap Board of Directors** – Edward Jeziorny, Supervisor District 34

**L. County Board Chairman's Report**

**M. County Board Chairman's Appointment**

- Aviation Committee – Supervisor Edward Jeziorny

**N. CONSENT CALENDAR**

Consent Calendar Items are those items of a Routine Administrative Nature that are Voted on by the Winnebago County Board of Supervisors in a Single Roll Call Vote. Staff Recommends Approval of all Items. Any Winnebago County Board of Supervisor may Request that an Item be Removed from the Consent Calendar for Discussion. Questions relating to items on the Consent Calendar do not require the item be removed from the Consent Calendar if a satisfactory answer is provided.

1. Approval of Proceedings from the October 17, 2023, Adjourned Session of the Winnebago County Board of Supervisors

**ZONING & ORDINANCES**

2. Report No. 001 – Scholar Ridge Estates, Town of Clayton
3. Amendatory Ordinance No. 11/001/23 – Rezoning from A-2 (General Agriculture) to R-2, R-3, and R-4 (Suburban Low Density Residential, Suburban Medium Density Residential and Suburban High Density Residential) for tax parcel nos. 006-0617 (pt), 006-0632 (pt) and 006-0618 (pt)

**RESOLUTIONS & ORDINANCES**

4. Resolution No. 277-112023: Honoring Winnebago County Employee Paul DeLap in Memoriam  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
5. Resolution No. 278-112023: Authorize 3 Year Use Renewal Agreement between Take a Kid Hunting Foundation dba Bob & Rocco Gun Show and Winnebago County  
Submitted by: PARKS & RECREATION COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
6. Resolution No. 279-112023: Authorize 5 Year Use Renewal Agreement between Winnegamie Dog Club and Winnebago County  
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Vote Required: **MAJORITY OF MEMBERS PRESENT**
7. Resolution No. 280-112023: Authorize Electric Underground Easement Between Winnebago County and Wisconsin Public Service  
Submitted by: FACILITIES & PROPERTY MANAGEMENT COMMITTEE  
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Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION  
Vote Required: **TWO-THIRDS OF MEMBERSHIP**
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Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE  
Vote Required: **MAJORITY OF MEMBERS PRESENT**
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Submitted by: SUPERVISOR BRIAN DEFFERDING, District 6  
SUPERVISOR CONLEY HANSON, District 26  
SUPERVISOR JACOB FLOAM, District 16  
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Submitted by: SUPERVISOR BRIAN DEFFERDING, District 6  
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Vote Required: **MAJORITY OF MEMBERS PRESENT**

## **P. ADJOURN**

Respectfully Submitted,  
Julie A. Barthels  
Winnebago County Clerk  
(920) 232-3431

**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.)**

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# **PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS**

**Adjourned Session  
October 17, 2023**

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

**Printed by authority of the Winnebago County Board  
Thomas Egan, Chairman Julie A. Barthels, Clerk**

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, OCTOBER 17, 2023**

**A. CALL TO ORDER**

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

**B. ROLL CALL**

The following Supervisors were present: 34 – Dowling, Nichols, Borchart, Eisen, Horan, Defferding, Ellenberger, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Ernst, Hinz, Zellmer, Schellenger, Buck, Powers, Hanson, Cox, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller;  
Excused: 1 – Gustafson; Vacant – 1.

**C. PLEDGE OF ALLEGIANCE**

The meeting was opened with the Pledge of Allegiance.

**D. INVOCATION**

Invocation by Supervisor Karen Powers

**E. ADOPT AGENDA**

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

**F. PUBLIC COMMENTS**

Deb Houtz, Oshkosh, voiced her support for utilizing Spirit Funds for the Damascus Road Project so they can continue to help survivors of sex trafficking and sexual exploitation in the community.

Matt Olson, Town Chairman of the Town of Winchester, voiced his concerns of the ongoing overreach of authority which has become the status quo for the County Zoning Department as it relates to Shoreland and general zoning. He politely requests the County Board to take action to correct this situation.

Supervisor Nussbaum stated that the Damascus Road Project is an excellent needed organization. He also reiterated what Supervisor Zastera stated last month. If you want to know the truth of what's going on, listen to VCY America Radio out of Milwaukee on Fridays at 2:00 pm, they will give you all the news that you will not hear anywhere else.

Supervisor Zastera informed the board that she has three folders from the Aging Disability Resource Center Committee (ADRC) Blind Specialist. These folders are available to anyone who requests them.

Supervisor Zastera also voiced her support for the Winnebago County Fire Chief's Association (WCFCFA) and their request to utilize Spirit Funds to replace mobile, portable and DVRS radios.

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

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

1. Resolution from Other County:

- Buffalo County – Resolution No. 23-08-05 – "Resolution Regarding Foreign Ownership of Farmland" was referred to the Legislative Committee.

2. Petition for Zoning Amendment:

- 001 – Derek Liebhauser, Town of Clayton, rezone from Non-Shoreland to R-2 (Shoreland – Suburban Residential District; R-3 (Shoreland – Two-family Residential District), and R-4 (Shoreland – Multifamily Residential District) for tax parcel nos. 006-0617(p), 006-0618(p), and 006-0632(p) was referred to the Planning and Zoning Committee.

**H. REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Stafford thanked and appreciated Director Collard and all the department heads presenting their budgets at the last Judiciary and Public Safety Committee meeting.

Supervisor Defferding informed the board at the next Judiciary and Public Safety (JPS) meeting scheduled for Monday, November 6, 2023, there will be an agenda item to discuss and find out why the Medical Examiner's Office and evidence garage is not being built. He also stated that as they look at their budget, you will see a raise in transportation costs and that is due to transporting bodies to Fond du Lac. Supervisor Defferding encouraged fellow supervisors to attend the next JPS meeting to find out why these have not been built or started yet.

Supervisor Ponzer announced that the dedication of the Mike Norton bench and tree will take place on Wednesday, October 18, 2023, at 3:30 pm at the south end of the County Park.

Supervisor Stafford mentioned that the Judiciary and Public Safety (JPS) Committee will be discussing the feedback on the recommendation from the Ad Hoc Task Force on Committee Structure at their next meeting scheduled for Monday,

November 6, 2023, at 6:00 pm and encouraged everyone to attend and participate in that discussion as they further refine that recommendation.

Supervisor Binder asked the board to look at the parking lots when they are out at the County Park. \$750,000 was approved back in 2021 to complete all the parking lots but since it took until 2023, only half of them have been completed. They will be asking for an additional \$600,000 to complete them now. That's the problem when we drag these projects on, it costs more. It is essential when the money is approved for these projects, we get them completed because the costs will only go up if they're not completed in the year they were approved.

**I. APPROVAL OF SEPTEMBER 5, 2023, SPECIAL ORDERS SESSION AND SEPTEMBER 19, 2023, REGULAR SESSION PROCEEDINGS**

Motion by Supervisor Albrecht and seconded by Supervisor Robinson, to approve the September 5, 2023, Special Orders Session and September 19, 2023, Regular Session Board Proceedings with one correction. Supervisor Youngquist was not present, but Supervisor Buck was present for the Winnebago County Board of Supervisors September 19, 2023, Regular Session. CARRIED BY VOICE VOTE.

**J. COUNTY EXECUTIVE'S REPORT**

Executive Doemel reported on the following topics:

- The Winnebago County American Legion Youth Government Day is being scheduled in the Spring of 2024. The County has been working with the American Legion, schools, and departments to ensure a high-quality education experience for all students.
- The printed budget books were placed on the Supervisors desks. Executive Doemel stated he had two concerns with this budget. He wanted to ensure long term sustainability of the compensation plan passed this year; and also wanted to reduce the county's dependence on planned use of fund balance. He invited anyone who had questions or wanted to discuss the budget to reach out to him or his office.
- Executive Doemel commented and asked for support on the following resolutions:
  - Resolution 270; regarding the sale of \$9.9 million in promissory notes. This is the standard process the county has been using. The county board approves the projects and then approves the bonding.
  - Resolution 271; regarding a new sign at Sunnyview. This deal will save the county the capital costs of a new sign and will also provide revenue to the Parks Department.
  - Resolution 272; regarding conference room 120.
  - Resolution 275; regarding a Spirit Fund grant to the Omro Area Community Center. Without an Omro Area Community Center, the county's ability to serve the citizens in the western part of the county would be significantly limited.

**K. COUNTY EXECUTIVE'S APPOINTMENTS**

Executive Doemel asked for the board's approval of the following appointments and re-appointments:

- Aging & Disability Resource Center Commission – Appointment of Tanisha E. A. McLaurin, City of Oshkosh. This term will expire August 31, 2026.  
Motion by Supervisor Albrecht, seconded by Supervisor Ellenberger, to accept. CARRIED BY VOICE VOTE.
- Board of Adjustment – Re-appointment of Sue Drexler, Town of Algoma. This term will expire June 30, 2026.  
Motion by Supervisor Ellenberger, seconded by Supervisor Albrecht, to accept. CARRIED BY VOICE VOTE.
- Board of Health– Appointment of Supervisor Kay Horan, City of Neenah. This term will expire July 1, 2024. Supervisor Horan fills a vacancy that the county code requires to live in the City of Neenah.  
Motion by Supervisor Ellenberger, seconded by Supervisor Albrecht, to accept. Vote on Appointment: AYES: 25; NAYES: 7 – Binder, Gordon, Ponzer, Ernst, Schellenger, Powers and Cox; ABSTAIN: 2 – Horan and Gabert; ABSENT: 1 – Gustafson; VACANT: 1. PASSED.
- Human Services Board – Appointment of Supervisor Kay Horan, City of Neenah. This term will expire December 31, 2023. Supervisor Horan is filling the vacancy caused by the resignation of Rachel Youngquist.  
Motion by Supervisor Powers, seconded by Supervisor Ellenberger, to accept. CARRIED BY VOICE VOTE.
- Veterans Service Commission – Re-appointment of Jerome F. Schultz, Village of Winneconne. This term will expire December 31, 2026.  
Motion by Supervisor Robinson, seconded by Supervisor Floam, to accept. CARRIED BY VOICE VOTE.
- Winnefox Library System Board of Trustees – Samantha (Sam) Goldben, City of Oshkosh. This term will expire December 31, 2024.  
Motion by Supervisor Beem, seconded by Supervisor Albrecht, to accept. CARRIED BY VOICE VOTE.

**L. COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Egan reported that Supervisor Gustafson is excused from tonight's meeting.

Chairman Egan announced that there was one applicant that sent in an application to fill the vacancy for District 29. His name is George Bureau and could not be here tonight. Chairman Egan will be appointing him at the Monday, October 30, 2023, Budget meeting.

#### **M. PRESENTATION: REGIONAL TOURISM & PROJECTS BY PAUL SUNDQUIST**

Paul Sundquist, a member of the East Central International Trade, Business and Economic Development (ITBEC) Board, informed and provided information to the County Board regarding recent projects that the East Central ITBEC Board has been involved in.

Mr. Sundquist spoke about tourism and what it has done for Winnebago County. For example, this past year, the EAA had 650,000 people attend and Lifestart brought in about 100,000 people. That is ¾ of a million people in two-three weeks. What can we do for the remaining weeks of the year to bring people to Winnebago County? Mr. Sundquist talked about considering working with other counties together to make it work and that could be very effective.

Mr. Sundquist thanked the Wisconsin Counties Association (WCA) who supplies the staff and administration to make this possible. He also thanked the Industrial Development Board (IDB) who pays their dues. As a side note, the IDB has always been very positive for Winnebago County. He thanked Chairman Egan and thanked this Board for being here. The County Board has done a wonderful job over the years of taking care of the people of Winnebago County.

#### **N. PRESENTATION: PROPOSAL ON MERGED PAID TIME OFF (PTO) PLAN BY MARK HABECK, DIRECTOR OF HUMAN RESOURCES, JAMIE LUEHRING AND STEPHANIE STIEG, HUMAN RESOURCE GENERALISTS**

Director Mark Habeck, Stephanie Stieg and Jamie Luehring, Human Resource Generalists, presented the Proposal on Merged Paid Time Off (PTO) plan.

The goal is to increase paid time off benefits under the current system or change to PTO. Currently the sick time is under market. The goal is to increase from 8 days to 12 days, and to find a way to provide for accumulation of vacation. Benefits need to be competitive to retain and attract employees. There is a need to allow for flexibility with time earned. PTO is recommended due to administrative ease, simplification, and flexibility for employees.

Jamie covered the benefits that are currently offered. HR reached out to all Counties in Wisconsin regarding PTO. 30 of 72 counties responded.

The following categories are reasons to change to PTO:

- Competitive – Become Competitive with Paid Time Off
- Retain – Retain and Attract is the Goal
- Lessen – Lessen Limitations on Employee's Time
- Flexibility – More Flexibility with Time Off
- Ease Administrative – Ease Administrative Burden and Uniform Rules for PTO

Jamie explained what Paid Time Off and Extended Leave Bank entails. PTO will include vacation, sick/sick family, floating holidays, and bereavement. Holidays will remain a separate benefit. ELB is a separate bank where employees' paid time goes when they have reached the maximum number of hours allowed in the PTO bank (480 hours).

Stephanie explained how the funeral/bereavement policy will work. She explained how termination and retirement payouts will work and the payout eligibility.

Director Habeck noted how the transition to 2024 will work. They have met with employees and from feedback, they have come up with a plan that they feel will work. By approving the PTO Proposal, it would conclude the Compensation Study and provide Uniform Framework for the Future.

Mr. Habeck, Ms. Luehring and Ms. Stieg then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

#### **O. ZONING REPORT**

- Report No. 001 – E. St. Pierre; Town of Neenah  
Motion by Supervisor Nussbaum, seconded by Supervisor Floam to approve. CARRIED BY VOICE VOTE.
  - Amendatory Ordinance No. 10/001/23 – Rezoning from A-2 (General Agriculture) to R-1 (Rural Residential) for tax parcel no. 010-0315-02  
Motion by Supervisor Nussbaum, seconded by Supervisor Floam to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 20, 2023)

#### **P. RESOLUTIONS & ORDINANCES**

##### **1. Resolution No. 270-102023: Awarding the Sale of \$9,900,000 General Obligation Promissory Notes**

WHEREAS, on September 19, 2023, the County Board of Supervisors of Winnebago County, Wisconsin (the "County"), by a vote of at least 3/4ths of the members-elect, adopted an initial resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in an amount not to

exceed \$9,900,000 for the public purpose of paying the cost of constructing, remodeling, demolishing and improving roads, highways, buildings, parks and sites including projects at the University of Wisconsin Oshkosh-Fox Cities campus and acquiring land, furnishings, fixtures and equipment (collectively, the "Project"); and

WHEREAS, none of the proceeds of the Notes 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 sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase agreement 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 Notes. 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 NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000) 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, the Notes aggregating the principal amount of NINE MILLION NINE HUNDRED THOUSAND DOLLARS (\$9,900,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$9,900,000; shall be dated November 9, 2023; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2024. 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. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2031 and thereafter shall be subject to redemption prior to maturity, at the option of the County, on October 1, 2030 or on any date thereafter. Said Notes shall be redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes shall be subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the County shall direct.

Section 4. Form of the Notes. The Notes 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 Notes 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 years 2023 through 2032 for the payments due in the years 2024 through 2033 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes 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 Notes, 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 Notes 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 shall 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 Notes, dated November 9, 2023" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes 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 Notes; (ii) any premium which may be received by the County above the par value of the Notes 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 Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes 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 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes 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 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes 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 all of the Notes have been paid in full and canceled, and all Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be transferred and deposited in the general fund of the County, unless the County Board of Supervisors directs otherwise.

Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited into a special fund (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 Notes have been issued have been accomplished, and, at any time, any monies as are not needed and which obviously thereafter cannot be needed for such purpose(s) shall be deposited in the Debt Service Fund Account.

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

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



provided that in meeting such requirements the County will do so only to the extent consistent with the proceedings authorizing the Notes 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. Execution of the Notes; Closing; Professional Services. The Notes 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 Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, 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 Notes 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 Notes 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 Notes, 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 Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes 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 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. 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.

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

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

**Section 17. Record Book.** The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

**Section 18. Bond Insurance.** If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

**Section 19. 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.

Submitted by: PERSONNEL & FINANCE COMMITTEE

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

Vote on resolution: AYES: 30; NAYES: 4 – Dowling, Defferding, Hanson and Zastera; ABSTAIN: 0; ABSENT: 1 – Gustafson; VACANT – 1. MOTION PASSED.

**2. Resolution No. 271-102023: Authority to Execute an Agreement with Wisconsin Sign Company, LLC, for the Purpose of Installing a New Marquee Sign on Sunnyview Exposition Property following Removal of the Existing Marquee Sign by Winnebago County**

WHEREAS, along Jackson Street, the Sunnyview Exposition Center has a yellow sign with an electronic marquee, which was installed over three decades ago and is no longer operational, efficient, or effective; and

WHEREAS, Winnebago County has been approached by a community sign company, Wisconsin Sign Company, LLC, for the purpose of removing the existing sign and installing a new Sunnyview Exposition Sign and LED video board at minimal cost to the county; and

WHEREAS, should Winnebago County choose to own and operate a new sign, the estimated cost is between \$150,000 and \$250,000; and

WHEREAS, Wisconsin Sign is proposing to own the sign through an agreement while Winnebago County would receive payments to cover rent and utilities from Wisconsin Sign and up to 10% of the advertisement space on the new video board; and

WHEREAS, Wisconsin Sign will be required to pay for the installation of the new multi-media sign and sell advertising space on the new marquee sign.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes Winnebago County administration to negotiate and enter into a ten-year agreement with Wisconsin Sign Company, LLC, for the purpose of installing a new multi-media sign on the Sunnyview Exposition Center property after the removal of the existing marquee sign by Winnebago County provided the following provisions are included in the agreement:

- 1) the Town of Oshkosh issues a conditional use permit for the sign;
- 2) Wisconsin Sign Company, LLC, pays for all utilities;
- 3) After removal of the existing sign, Winnebago County bears no responsibility for the installation or maintenance of the new multi-media sign;
- 4) Advertisements on the sign are appropriate for display on Winnebago County property, follow all Winnebago County rules and regulations, and are reviewable by the County Executive or designee;
- 5) No less than ten percent (10%) of the advertising time is available to Winnebago County free of charge.

BE IT FURTHER RESOLVED that the agreement may be extended for an additional ten-year period with approval of the Parks and Recreation Committee.

Submitted by: PARKS AND RECREATION COMMITTEE

Motion by Supervisor Powers, seconded by Supervisor Beem, to adopt. CARRIED BY VOICE VOTE.

**3. Resolution No. 272-102023: To Name Conference Room 120 in the David W. Albrecht Administration Building the Susan T. Ertmer Conference Room**

WHEREAS, Susan T. Ertmer was employed by Winnebago County Wisconsin for forty-four years; and

WHEREAS, Susan T. Ertmer has served since 1997 as Winnebago County Wisconsin elected County Clerk; and

WHEREAS, Susan T. Ertmer has been vital to the functioning of the Winnebago County Board of Supervisors, aiding in the creation of the agendas, recording minutes, and maintaining County Board and Committee records; and

WHEREAS, Susan T. Ertmer has served as the Chief Election Officer for Winnebago County Wisconsin, advertising, setting up, and recording votes; and

WHEREAS, Susan T. Ertmer has conducted her duties and responsibilities with decorum, respect and empathy, deserving of recognition.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that Conference Room 120 in the David W. Albrecht Administration Building be hereafter known as the Susan T. Ertmer Conference Room.

Submitted by: FACILITIES AND PROPERTY MANAGEMENT  
COMMITTEE

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

**4. Resolution No. 273-102023: Authorize the Execution of a Lease Agreement Between Winnebago County and the United States Department of Agriculture**

WHEREAS, the United States Department of Agriculture ("USDA") has rented office space at the James P Coughlin Center since 1998; and

WHEREAS, the location of the USDA at the James P Coughlin Center is of mutual benefit to Winnebago County and the public since the Winnebago Land And Water Conservation Department shares building space; and

WHEREAS, the current lease with the USDA has expired and converted to a month to month tenancy; and  
WHEREAS, the USDA has agreed to enter into a 10-year lease with the first 3 years of the lease guaranteed; and

WHEREAS, the lease period will begin upon completion and acceptance of USDA remodeling requests; and

WHEREAS, the remodeling costs totaling \$125,976.85 will be recovered during the first year of the lease, with rent totaling \$196,760.05; and

WHEREAS, thereafter, the USDA agrees to pay Winnebago County Seventy Thousand Seven Hundred Eighty Three Dollars and Twenty Cents (\$70,783.20) annually.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a ten (10) year lease between Winnebago County and the USDA.

Submitted by: FACILITIES AND PROPERTY MANAGEMENT  
COMMITTEE

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

**5. Resolution No. 274-102023: Authorize Five-Year Cooperative Service Agreement Between Winnebago County and Wisconsin Department of Natural Resources (WDNR) and United States Department of Agriculture Animal Plant Health Inspection Service (APHIS), Wildlife Services (WS)**

WHEREAS, the black bear, Canada goose white-tailed deer, wild turkey and Sandhill crane populations in portions of Winnebago County are at levels that may cause damage to agricultural and forest crops; and

WHEREAS, the commercial agriculture producers costs of production of agricultural and forest crops have increased substantially over time; and

WHEREAS, Wis. Stats. 29.889 and Wis. Adm. Code NR12 provides a State funded Wildlife Damage Abatement and Claims Program (WDACP) to reimburse participating producers for crop losses caused by certain wildlife; and

WHEREAS, administrative participation is required of Winnebago County to make its land eligible for the WDACP; and

WHEREAS, Winnebago County will be reimbursed by WDNR for all associated costs incurred in the administration and implementation of the WDACP; and

WHEREAS, Winnebago County may through formal agreement, cooperate with APHIS WS and WDNR to make the WDACP available to eligible producers.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the Land and Water Conservation Department / Land Conservation Committee are hereby authorized to enter into a five-year Cooperative Service Agreement with WDNR and USDA, APHIS WS for the Administration and Implementation of the WDACP.

BE IT FURTHER RESOLVED that the Revenue and Expenses associated with this program continue to be included within the appropriate accounts in the Land and Water Conservation Department Annual Budget

Submitted by: LAND CONSERVATION COMMITTEE

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

**6. Resolution No. 275-102023: Approving \$250,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate the Omro Area Community Center**

WHEREAS, the Omro Area Community Center ("OACC") was established in 1995 and its mission is to strengthen the lives of individuals, families, and the community by offering health, educational, economic and inter-generational activities; and

WHEREAS, the OACC submitted a timely Spirit Fund application requesting \$250,000 to cover renovations at 1005 East Main St in Omro, Wisconsin; and

WHEREAS, the renovations include plumbing, electrical, HVAC, framing, insulation, flooring and sheetrock work; and

WHEREAS, when the previous OACC location closed it displaced many self-sustaining social groups and services that have struggled to find alternative meeting space that is safe and accessible to the public, and

WHEREAS, programs offered at the OACC include literacy and learning through music, exercise classes, painting, and mental health programs targeted to middle and high school students. Partnering agencies such as Advocap, Winnebago County Aging and Disability Resource Center, Public Health and Veteran Services have all utilized this community resource to engage and improve social access for rural residents. The OACC has, and wants to continue hosting Scout meetings, babysitting and CPR classes, Healthy Aging Wellness Plus Classes, and more. It is also anticipated that Alcoholics Anonymous, the American Legion, Women's Service League, and the Red Cross will use the OACC:

WHEREAS, the OACC serves as a vital connection between citizens in the Omro area and county resources, programs and services.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that \$250,000 from the Spirit Fund's Government Identified Community Project category be approved to renovate the Omro Area Community Center **as long as the OACC remains committed to its mission to strengthen the lives of the individuals, families, and the community.**

**NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that upon completion, OACC will submit supporting documentation to the Winnebago County Finance Director outlining the expenditures. The documentation will be submitted within 6 months of the completion of the project but not to exceed 5 years from date of disbursement.**

Submitted by: ARPA STRATEGY AND OUTCOMES COMMISSION

Motion by Supervisor Farrey, seconded by Supervisor Powers, to adopt.

Motion by Supervisor Dowling, seconded by Supervisor Zastera, to postpone until the County Board of Supervisor's March 19, 2024, meeting.

Motion by Supervisor Eisen, seconded by Supervisor Defferding, to call the question.

Vote on call the question: CARRIED BY VOICE VOTE.

Vote on amendment to postpone until the County Board of Supervisors March 19, 2024, meeting.

MOTION FAILED BY VOICE VOTE.

Back to original resolution.

Motion by Supervisor Beem, seconded by Supervisor Stafford, to call the question on resolution.

Vote on call the question: CARRIED BY VOICE VOTE.

Vote on resolution: AYES: 28; NAYES: 3 – Dowling, Defferding, and Zastera; ABSTAIN: 3 – Stafford, Albrecht, and Hanson; ABSENT: 1 – Gustafson; VACANT – 1. MOTION PASSED.

**N. ADJOURNMENT**

Motion by Supervisor Beem, seconded by Supervisor Nichols, to adjourn until the Board's Budget Session meeting on Monday, October 30, 2023, at 6:00 p.m. The meeting was adjourned at 9:08 p.m.

Submitted by:

Cassie J. Smith-Gregor

Winnebago County Deputy Clerk

State of Wisconsin)

County of Winnebago) ss

I, Cassie J. Smith-Gregor 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 17, 2023.

Cassie J. Smith-Gregor

Winnebago County Deputy Clerk

Thomas J. Egan  
Winnebago County Board Chairman



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

112 OTTER AVENUE  
P.O. Box 2806  
OSHKOSH, WISCONSIN 54903-2808

OSHKOSH (920) 232-3430  
FAX (920) 232-3435  
E-mail: [Tom.Egan@co.winnebago.wi.us](mailto:Tom.Egan@co.winnebago.wi.us)

TO: Winnebago County Board of Supervisors  
FROM: Chairman Thomas Egan  
DATE: November 21, 2023  
RE: Appointment to Supervisor District No. 34

Subject to your approval, I am appointing Edward S. Jeziorny, 5439 Reighmoor Road, Omro, Wisconsin, to Supervisor District No. 34. Mr. Jeziorny will complete the unexpired term of Jeffrey Beem who has resigned from this position. Mr. Jeziorny's term will begin immediately and end on April 16, 2024.

Thank you in advance for your approval of this appointment.





## Edward Jeziorny

920-685-5836

Ed.Jeziorny@Gmail.co  
m

Omro, WI 54963

## SUMMARY

Goal-oriented professional effective at dealing with individuals during stressful and confusing situations to address benefits needs and navigate difficult situations. Practiced at working with regulatory limits and department standards to handle requirements via email, letter, telephone calls and in person. Offering 30-year background generating new business by selling various insurance plans.

## SKILLS

- Microsoft Excel
- PowerPoint
- Outlook
- Access
- Word
- Works
- Customer Service Experience
- Expertise in Sales
- New Business Development
- Customer Retention
- Insurance Sales Strategy
- Customer Needs Assessment
- Account Management
- Proposal Preparation
- Customer Service
- Client Retention
- Consultative Sales Techniques
- Risk Management
- Licensed Pilot

## EXPERIENCE

Insurance Sales-Independent Agent

Omro, WI

E.S.Jeziorny Insurance/ May 2013 to Current

- Sales of property, casualty, life, annuity and health insurance, including meidcare supplemental coverage.
- Assisted clients in selecting the most suitable insurance policies for their needs.
- Created and maintained detailed records of client interactions and policy information.
- Negotiated with underwriters to modify existing policies or create new ones.
- Utilized a variety of communication methods to ensure clients were kept up-to-date on coverage changes.

Consumer Product Specialist-Sentry Insurance

Stevens Point, WI

Sentry Insurance/ May 2003 to Aug 2013

- Sales & Service of Personal lines insurance, including property, casualty, life, annuity and health insurance, including meidcare supplemental coverage
- Provided technical support for customers in resolving complex issues.
- Organized client meetings to provide project updates.

Insurance Sales-Independent Agent

Omro, WI

E.S.Jeziorny Insurance/ Nov 2000 to May 2003

- Sales of property, casualty, life, annuity and health insurance, including meidcare supplemental coverage.
- Assisted clients in selecting the most suitable insurance policies for their needs.
- Created and maintained detailed records of client interactions and policy information.

- Negotiated with underwriters to modify existing policies or create new ones.
- Utilized a variety of communication methods to ensure clients were kept up-to-date on coverage changes.

Assistant to District Sales Manager

Fond du Lac, WI

Big Lakes Agency/ Mar 1999 to Nov 2000

- Reporting to district manager for Rural Mutual Insurance Company and Farm Bureau Life Insurance Company
- Responsible for the day to day operations of an Insurance Agency involved with sales of Property/Casualty Products, Life Insurance, Variable Products including Mutual Funds
- Established and maintained a training program for Mutual Funds
- Was directly responsible for the Agency receiving the Agency of the Year Award from Rural Mutual Insurance Company by helping improve Variable Products Sales.
- Organized and maintained filing systems for documents and records.
- Assisted in the preparation of reports, presentations and correspondence.
- Scheduled meetings, appointments and travel arrangements for staff members.
- Provided administrative support to senior management team.
- Answered incoming calls, responded to emails, faxes and other inquiries from customers.
- Compiled data into spreadsheets for analysis or reporting purposes.
- Assisted with event planning activities such as conferences or seminars.
- Coordinated special projects as assigned by management staff.

Flying Start Administrator

Oshkosh, WI

Experimental Aircraft Association/ Dec 1997 to Mar 1999

- Reporting to the Vice President of Chapter Relations
- Responsible for working with Chapter leaders in implementing "Learn to Fly" Programs and encouraging individuals to follow their dream to fly
- Developed and created brochures outlining program
- Facilitates program internally and recruits program coordinators from over 970 Chapters
- Authored and published bi-monthly articles specific to Flying Start
- Implemented database management system and generated follow up tracking system of potential pilots for chapters internationally
- Launched Flying Start from a seminar-based program to pro-active member flying activity
- Presented program and organization information at international conferences
- Developed Flying Start website which provided resource information to members and potential pilots
- Coordinated more than 30 volunteers for annual air show and convention
- Still actively involved on a volunteer basis for this program.
- Answered incoming calls and responded to member inquiries.
- Assisted in the development of new administrative systems, procedures and policies.
- Coordinated meetings, conferences, travel arrangements.

- Prepared reports on various projects for management review.
- Compiled statistical data from a variety of sources for analysis purposes.

#### Insurance Agent and Financial Planner

Wautoma, WI

E.S. Jeziorny Insurance/ Mar 1992 to Nov 1997

- Responsible for selling property, casualty, life and health products as an independent contractor for Rural Mutual Insurance Company and FBL Marketing
- Awarded Agent of the Month ten times over 5 year period through FBL Marketing; recognized in the top 10% of insurance producers for companies listed with; awarded Personal Lines Leader in 1997 for significant sales
- Assisted district manager in development and training of new agents
- Received Rookie of the Year award in 1993.
- Developed and implemented comprehensive insurance plans for clients according to their individual needs.
- Assessed customer risk levels and recommended appropriate coverage options.
- Conducted research to identify competitive rates and benefits offered by other providers.

#### Sales Manager

Appleton, WI

Behm Motors/ Jun 1991 to Feb 1992

- Reporting to the General Manager
- Responsible for penciling car negotiations for 30 sales people
- Arranged for title, financing and insurance paperwork.
- Developed and implemented sales strategies to increase market share in the automotive industry.
- Identified and developed new markets for products or services.
- Created and presented monthly reports to management on sales performance.
- Monitored industry trends and competitor activities to stay ahead of the competition.
- Collaborated with marketing team to create promotional materials for target customers.

#### Business and Finance Manager

Fond du Lac, WI

Doucas Motors/ Aug 1987 to Feb 1991

- Established relationships with banking partners to secure favorable terms on financing arrangements.
- Promoted finance products to customers and sales force to increase penetration.

#### 1st Assistant to Vice-President of Food & Beverage Operations

Chicago, IL

Midway Management Group/ Mar 1983 to Jul 1987

- Compiled information from multiple sources into concise reports summarizing relevant trends or patterns in the food and beverage industry.
- Maintained accurate records of departmental expenses by reviewing performance reports and financial data.



- Interfaced with vendors regarding supply orders and negotiated pricing contracts where necessary.
- Processed payrolls for employees on a bi-weekly basis using specialized software programs.
- Conducted research projects related to the organization's goals and objectives.
- Analyzed business operations to identify areas of improvement and implemented corrective actions accordingly.
- Acted as liaison between internal departments when necessary to facilitate effective communication.
- Ensured compliance with applicable laws, regulations, policies, and procedures at all times.

#### Food & Beverage Controller

Berkely, CA

Clairemont Resort Hotel/ Nov 1980 to Feb 1983

- Developed and implemented effective internal control systems to ensure compliance with company policies and procedures.
- Created financial reports for senior management, board of directors and external auditors in accordance with generally accepted accounting principles.
- Analyzed financial data and generated accurate financial statements on a monthly basis.
- Reviewed journal entries for accuracy and completeness.
- Managed the preparation of budgets, forecasts, cash flow analysis, trend analysis and other related activities.
- Developed strategies to improve profitability by analyzing current trends in revenue and expenses.
- Performed detailed variance analyses between actual results versus budget and forecast estimates.

#### Corporate Food & Beverage Controller

Chicago, IL

Playboy Resorts International/ Feb 1975 to Sep 1980

- Developed and implemented effective internal control systems to ensure compliance with company policies and procedures.
- Created financial reports for senior management, board of directors and external auditors in accordance with generally accepted accounting principles.
- Analyzed financial data and generated accurate financial statements on a monthly basis.
- Reviewed journal entries for accuracy and completeness.
- Managed the preparation of budgets, forecasts, cash flow analysis, trend analysis and other related activities.
- Coordinated month-end closing process in order to meet tight deadlines.
- Developed strategies to improve profitability by analyzing current trends in revenue and expenses.
- Monitored accounts receivable and payable activity to ensure proper reconciliation of accounts.

- Provided support during audits conducted by outside agencies or internal audit teams.
- Oversaw month-end closing process, prepared financial statements and managed advanced reconciliations.

#### Police Officer

Twin Lakes, WI

Twin Lakes Police Department/ Jun 1973 to May 1979

- Patrolled assigned areas to detect and prevent criminal activity.
- Assisted with the enforcement of all applicable laws, ordinances, and regulations.
- Responded to emergency calls for service and provided assistance as needed.
- Prepared detailed reports on incidents and arrests made.
- Conducted traffic stops in accordance with departmental protocol.
- Provided security at public events such as parades, concerts, or sporting events.
- Monitored radio transmissions from dispatch regarding reported crimes or emergencies.
- Arrested suspects following established procedures while exercising caution and good judgment.
- Developed positive relationships with members of the community through outreach programs.
- Utilized various technologies including computers, cameras, radar guns., to complete job duties.
- Communicated with victims, suspects and witnesses to gather and provide information regarding criminal events.

## EDUCATION AND TRAINING

FICF: Fellowship For Insurance Counseling

Kaplan College - Indianapolis Jan 2022

Indianapolis, IN

FIC: Insurance Counselor

Kaplan College - Indianapolis Mar 2019

Indianapolis, IN

Series 6 & 63 Licensing: Investments And Securities

Kaplan Financial Jan 1990

Appleton, WI

Life, Health, Accident, Property & Casualty License: Insurance

Fox Valley Technical College Nov 1989

Oshkosh

Associate of Science: Food & Beverage Controller

American Institute of Food & Beverage Dec 1981

Indianapolis, IN

Certified Police Officer: Police Operations

Kenosha Police Academy Mar 1978

Kenosha, WI

High School Diploma  
Wilmot High School Jun 1972  
Wilmot, WI

## **CERTIFICATIONS**

- Licensed Pilot
- Series 6 & 63 Licenses
- All Lines Insurance License
- FICF Designation
- Certified Food & Beverage Controller
- Police Science
- Paramedic 1

## **NATIONAL PRODUCER NUMBER**

6507542

## **ACTIVITIES AND HONORS**

- Young Eagles Pilot since the program's inception. Flown over 1,000 children giving them the experience of flight
- Organized, coordinated and managed an annual fund raising program in Northern Oconto County for the Wabeno-Laona School District. Raising in excess of \$185,000 in a 9 year period.
- Sat on the Board of Directors for the Springbrook Sportsman's Club, LLC as the Treasurer for 13 years.
- Commissioner for the Town of Omro Sanitary District #1 for 7 years.
- Trustee for St. Raphael the Archangel Catholic Church - Presently serving my second term.
- Manager & Financial Officer for Just Plane Fellas, LLC

## **ACCOMPLISHMENTS**

- Rookie of the Year Rural Insurance & Farm Bureau 1993
- 2000 Outstanding Young Eagles Field Representative for 2000

## **REFERENCES**

References available upon request.



## **Winnebago County**

Office of the County Executive

*The Wave of the Future*

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

November 14, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

**ADVOCAP BOARD OF DIRECTORS** – I am appointing Supervisor Edward Jeziorny to a term expiring April 16, 2024. He fills a vacancy on the board.

**LOCAL EMERGENCY PLANNING COMMITTEE (LEPC)** – I am appointing Shawn Bordeaux of the Fox Crossing Fire Department and Stephanie Spence of Advocate Aurora Medical Center to vacant terms expiring December 31, 2023, and to a subsequent term expiring December 31, 2026.

I am reappointing current members Audrey Erdmann of the American Red Cross, Beth McCormick of Valley Environmental Response, Janell Tatro of Fox River Valley Ethanol, LLC, and Sean Prust of Hydrite Chemical to terms expiring December 31, 2026.

Respectfully submitted,

Jon Doemel  
Winnebago County Executive

THOMAS J. EGAN  
Winnebago County Board Chairman



112 OTTER AVENUE  
OSHKOSH, WISCONSIN 54903-2806

OSHKOSH (920) 232-3430  
FAX (920) 232-3435  
E-mail: [Tom.Egan@winnebagocountywi.gov](mailto:Tom.Egan@winnebagocountywi.gov)

**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

TO: Members of the Winnebago County Board

FROM: Thomas J. Egan, Chairman

DATE: November 21, 2023

RE: Appointment to the Aviation Committee

Subject to your approval, I am appointing Supervisor Edward Jeziorny to the Aviation Committee. Supervisor Jeziorny will replace Supervisor Jeffrey Beem who resigned from the Board. Thank you in advance for your support of this appointment.

November 21,  
2023

Report No: 001

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Map Amendment 2023-ZC-6480 filed with  
the County Clerk by:

SCHOLAR RIDGE ESTATES, Town of CLAYTON and referred to the Planning and Zoning Committee on November 09,  
2023 and

WHEREAS, a Public Hearing was held on October 31, 2023, pursuant to mailed and published notice as provided by  
law on the following:

**PROPERTY INFORMATION:**

*Owner(s) of Property:* SCHOLAR RIDGE ESTATES

*Agent(s):* O'ROURKE, BRIAN WINNEBAGO COUNTY ZONING DEPARTMENT

*Location of Premises Affected:* 2689 COUNTY RD II

*Legal Description:* Being all of the NW 1/4 of the NE 1/4, the SW 1/4 of the NE 1/4, and the N 1/2 of the NW 1/4 of the  
SE 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

*Tax Parcel No.:* 006-0617 (pt), 006-0632 (pt), 006--0618 (pt)

*Sewer:* Existing; Municipal

*Overlay:* Shoreland

WHEREAS, Applicant is requesting a rezoning to R-2 Suburban Low Density Residential; R-3 Suburban Medium Density  
Residential; R-4 Suburban High Density Residential  
and

WHEREAS, we have not received notification from the Town of CLAYTON recommending NO RESPONSE  
and

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

There were no objections

Proposed use is compatible with adjacent lands.

*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 4-1.

AND BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed  
ordinance is hereby: ☐ ADOPTED ☐ DENIED

---

For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 11/001/23**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2023-ZC-6480 as follows:

Being all of the NW 1/4 of the NE 1/4, the SW 1/4 of the NE 1/4, and the N 1/2 of the NW 1/4 of the SE 1/4 of Section 24, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture

TO: R-2 Suburban Low Density Residential; R-3 Suburban Medium Density Residential; R-4 Suburban High Density Residential

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

Thomas Egan, Chairperson

ATTEST:

Julie Barthels, Clerk

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

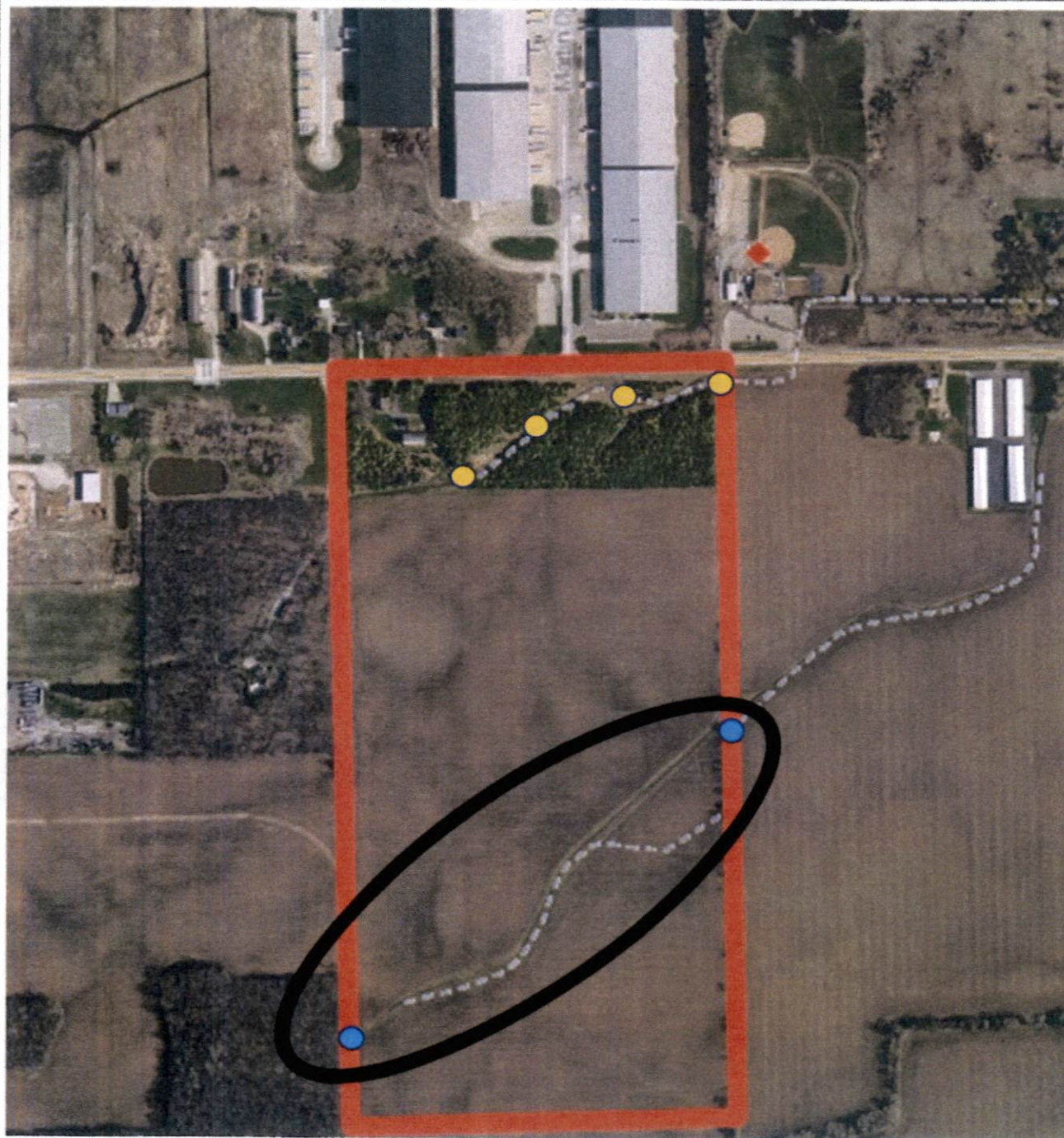
\_\_\_\_\_  
JON DOEMEL, COUNTY EXECUTIVE

County Board Supervisory district: 29 - YOUNGQUIST





## Liebhauser Subdivision RR Sites Map



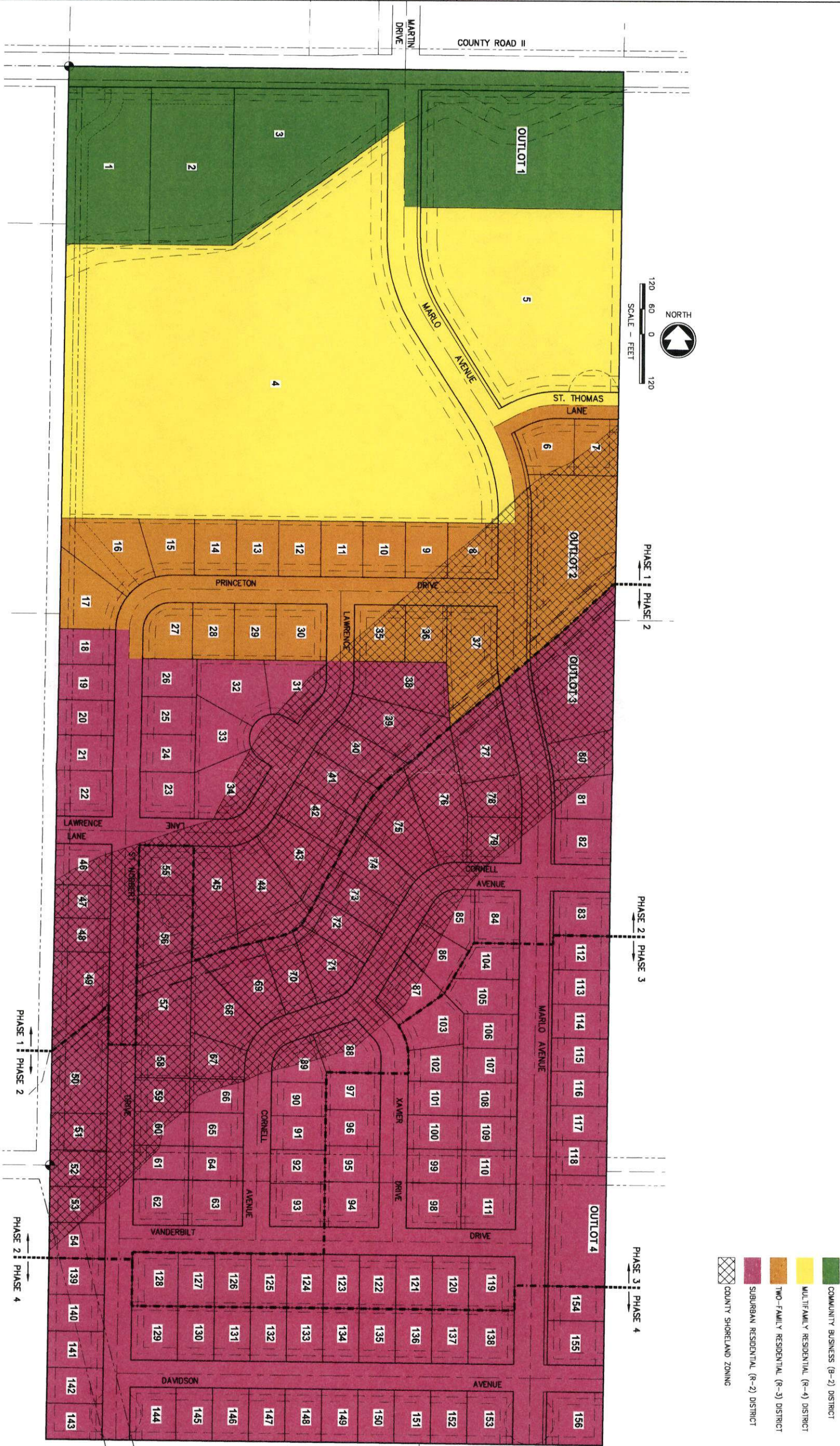
### Legend

- Open Site
- Closed Site
- Continuing Obligations Apply
- Impacted Another Property(ies) or Ri
- Facility-wide Site

### WDNR Sample Points

- Navigable
- Non-Navigable





- COMMUNITY BUSINESS (B-2) DISTRICT
- MULTIFAMILY RESIDENTIAL (R-4) DISTRICT
- TWO-FAMILY RESIDENTIAL (R-3) DISTRICT
- SUBURBAN RESIDENTIAL (R-2) DISTRICT
- COUNTY SHORELAND ZONING

**McMAHON**  
ENGINEERS ARCHITECTS

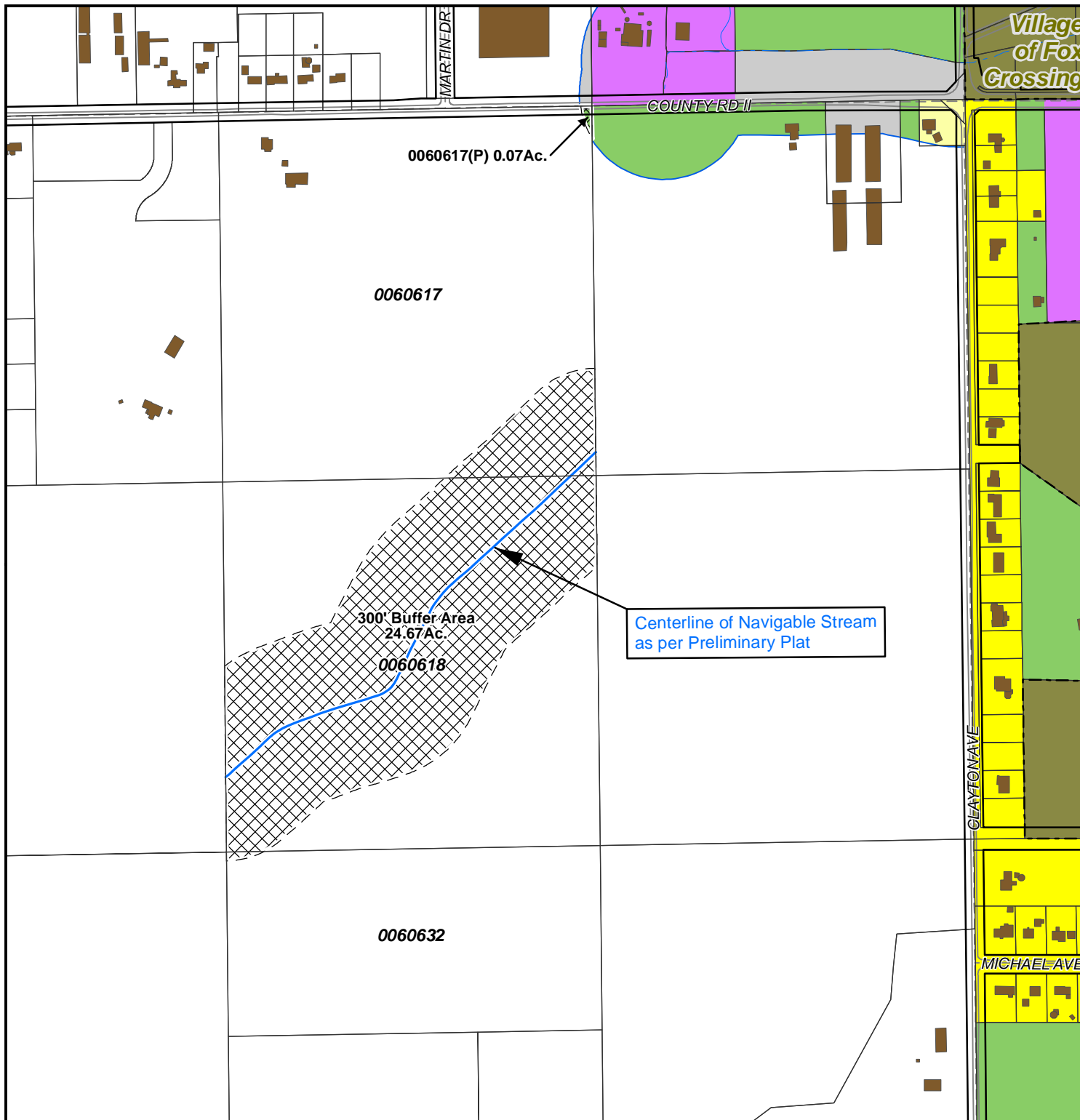
McMAHON ASSOCIATES, INC.  
1445 McMAHON DRIVE NEENAH, WI 54956  
Mailing: P.O. BOX 1025 NEENAH, WI 54957-1025  
PH 920.751.4200 FX 920.751.4284 MCMGRP.COM

NO.	DATE	REVISION

SCHOLAR RIDGE ESTATES  
TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN  
SHORELAND ZONING MAP

SUBMITTED	DESIGN
DEW	MJA
PROJECT NO.	C1069 09-23-00271
DATE	SEPT., 2023
SHEET NO.	1





## Application #23-ZC-6480

Date of Hearing:

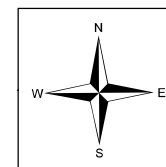
October 31, 2023

Owner(s):

CLAYTON DEVELOPMENT  
GROUP LLC

Subject Parcel(s):

0060617 / 0060618 /  
0060632



Winnebago County  
WINGS Project

**Scale**  
1 inch : 500 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 #23-ZC-6480

Date of Hearing:

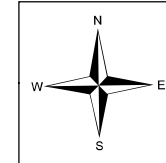
October 31, 2023

Owner(s):

CLAYTON DEVELOPMENT GROUP LLC

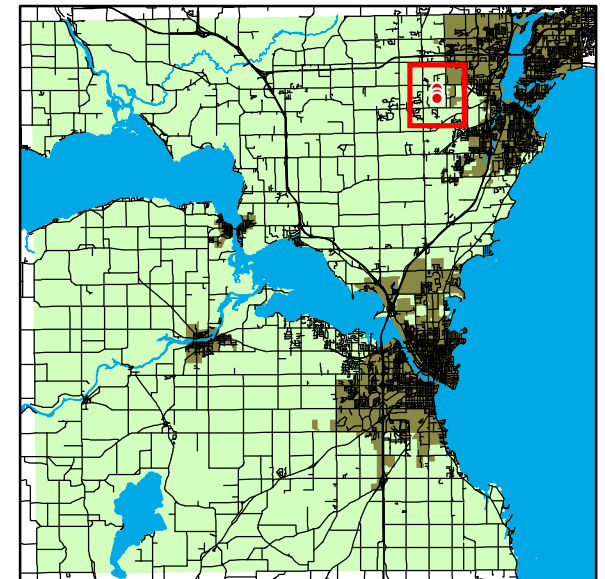
Subject Parcel(s):

0060617 / 0060618 / 0060632

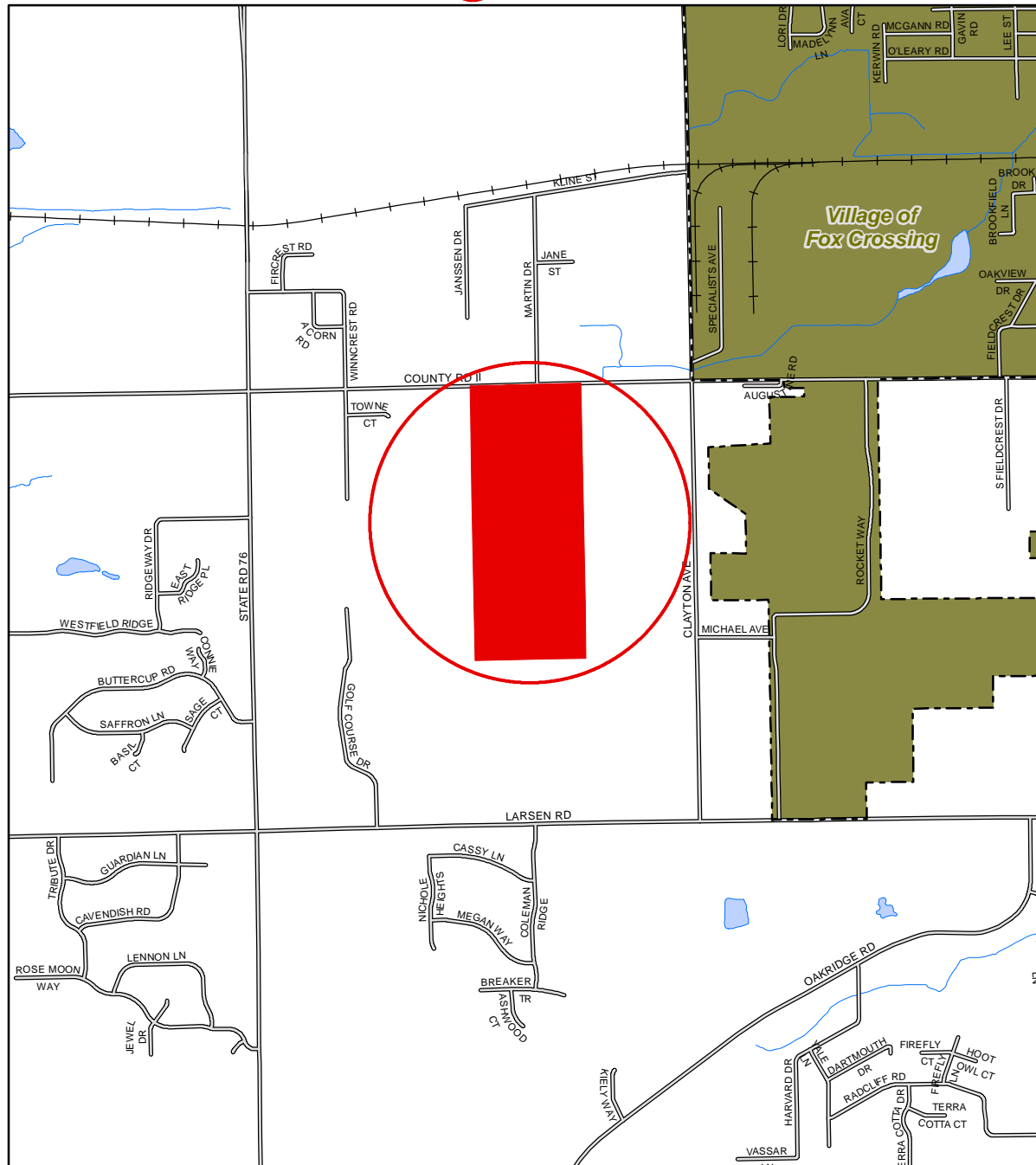


Winnebago County  
WINGS Project

● = SITE



WINNEBAGO COUNTY



1 inch : 2,000 feet

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1 278-112023

2  
3 **RESOLUTION: Authorize 3 Year Use Renewal Agreement between Take a Kid Hunting Foundation dba**  
4 **Bob & Rocco Gun Show and Winnebago County**

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

8 **WHEREAS**, Winnebago County has been approached by Take a Kid Hunting Foundation dba Bob & Rocco  
9 Gun Show to enter into a three (3) year use renewal agreement for property located on the exposition center  
10 grounds; and

11 **WHEREAS**, for more than twenty-three (23) years Take a Kid Hunting Foundation dba Bob & Rocco Gun  
12 Show has been a tenant in good standing with Winnebago County; and

13 **WHEREAS**, Take a Kid Hunting Foundation dba Bob & Rocco Gun Show performs a tremendous service to  
14 the community by providing free organized and guided hunting opportunities to the youth of Winnebago County and  
15 beyond; and

16 **WHEREAS**, it is in the best interest of Winnebago County to help accommodate the long-range scheduling  
17 of said events by allowing Take a Kid Hunting Foundation dba Bob & Rocco Gun Show to secure essential  
18 programming agreements well ahead of time to continue to support their mission.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 authorizes the Winnebago County Parks Department to enter into a three (3) year use renewal agreement with Take  
21 a Kid Hunting Foundation dba Bob & Rocco Gun Show so that the organization may continue to provide the  
22 opportunity to experience the Wisconsin outdoors safely.

23 *Fiscal Note: Estimated increase in revenue for 2024 (\$13,642) and 2025 (\$13,812) with rates to be established by*  
24 *County Board for 2026.*

25  
26 Respectfully submitted by:

27 **PARKS & RECREATION COMMITTEE**

28 Committee Vote: **4-0**

29 Vote Required for Passage: **Majority of Members Present**

30  
31 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

32  
33 \_\_\_\_\_  
34 Jonathan D. Doemel  
35 Winnebago County Executive

# Agenda Item Report



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

DATE: September 26, 2023  
FROM: Parks and Expo Director  
RE: 3 Year Contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

**General Description:** The Parks Department is interested in entering into a new 3-year contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee approves the 3-year contract between the Winnebago County Parks Department and the Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows

**Procedural Steps:**

Parks and Recreation Committee  
Action taken: Approved  
County Board  
Action Taken

Meeting date: 10/10/23  
Vote: 4-0  
Meeting Date: 11/21/23  
Vote:

**Background:**

The Winnebago County Parks Department has had a contract with Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows for over 23 years. Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows operates two gun and military collectible shows each year at the Sunnyview Expo Center. Unlike most gun shows, the Bob and Rocco Gun Shows are hosted by a fund raising 501 (c)(3) non-profit organization for the benefit our youth and disabled American veterans.

**Justification:**

Take a Kid Hunting Foundation was started in the 1980's by Robert Pucci to give young persons a chance to participate in Wisconsin outdoors activities who had little knowledge, opportunity or resources. Bob funded this program through his well-branded Bob and Rocco Gun Shows and Badger Military Collectibles Shows. Throughout the years of organized hunts, thousands of young boys and girls were given the opportunity to learn and enjoy goose/duck hunting and free guided deer and bear hunts.

The foundation has now purchased a 60 acre partially wooded parcel near Pittsville WI with the goal of having a recreational/training area for hunting, fishing, canoeing, kayaking, paddle boards and beyond. A priority goal is to have a fishing recreational area for our wounded/disabled Military Veterans and kids with disabilities.

**Attachments:**

- 2024 – 2026 Agreement between Take a Kid Hunting Foundation, dba Bob & Rocco Gun Shows and Winnebago County.
- Resolution to Approve the contract between Take a Kid Hunting Foundation dba Bob & Rocco Gun Shows and Winnebago County.

**SUNNYVIEW EXPOSITION CENTER**  
**RENTAL AGREEMENT**

**CONTRACT NO. EC-021624multiyr**

RENTAL AGREEMENT by and between **National Take a Kid Hunting Foundation Inc., c/o Robert P. Pucci, 1111 W. Delevan Dr., Janesville, WI 53545, (608) 752-6677** (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as "**LESSOR**").

**LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained, agree as follows:

1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the Exposition Building - Center Hall, West Wing, Kitchen, and Ticket Box Office** (hereinafter referred to as the "**PREMISES**").

2. **TERM, RENTAL FEES.**

A. The term of this Rental Agreement shall be in effect for the following dates and total rental fee for each use of the **PREMISES** (including 5% sales tax where applicable):

**February 14, 2024 at 7:00 A.M. and shall terminate on February 19, 2024 at 11:00 P.M.**

**Total Use Fee = \$6,821.13. Set up days February 14 & 15, 2024. Event Days February 16, 17 and 18, 2024. Take down day February 19, 2024.**

**December 4, 2024 at 7:00 A.M. and shall terminate on December 9, 2024 at 11:00 P.M.**

**Total Use Fee = \$6,821.13 Set up days December 4 & 5, 2024. Event Days December 6, 7 & 8, 2024. Take down day December 9, 2024.**

**February 12, 2025 at 7:00 A.M. and shall terminate on February 17, 2025 at 11:00 P.M.**

**Total Use Fee = \$6,906.13. Set up days February 12 & 13, 2025. Event Days February 11, 15, & 16, 2025. Take down day February 17, 2025.**

**December 3 2025 at 7:00 A.M. and shall terminate on December 8, 2025 at 11:00 P.M.**

**Total Use Fee = \$6,906.13 Set up days December 3 & 4, 2025. Event Days December 5, 6, & 7, 2025. Take down day December 8, 2025.**



February 18, 2026 at 7:00 A.M. and shall terminate on February 23, 2026 at 11:00 P.M.  
Total Use Fee = \$TBD. Set up days February 18 & 19, 2026. Event Days February 20, 21 and 22, 2026. Take down day February 23, 2026.

December 2, 2026 at 7:00 A.M. and shall terminate on December 7, 2026 at 11:00 P.M.  
Total Use Fee = \$TBD Set up days December 2 & 3, 2026. Event Days December 4, 5 and 6, 2026. Take down day December 7, 2026.

3. **RENTAL FEES and DEPOSITS.** The rental fee for the PREMISES for individual facilities are determined via the official Sunnyview Exposition Center Rental Fees Schedule, Chapter 19, Winnebago County General Code and must be adopted by the County Board of Supervisors, which is done periodically via five-year increments. This Agreement shall be amended January 1, 2026 to reflect adopted pricing for the 2026 lease term. The rental fee for the PREMISES shall be as follows: \$27,454.52 plus 2026 TBD fees – to include building rental (center hall, west wing, kitchen, ticket box office), utility fee, table/chair rental. Tax exempt #44426. Plus: Pepsi Bottling Group sales. Garbage container rental and dumping fees are estimated and will be adjusted and post billed to LESSEE upon receipt of invoices by LESSOR. Rental fees are subject to 5% sales tax where applicable. **TOTAL FEE: \$27,454.52** which shall be due and payable by LESSEE to LESSOR according to the following:

A. **Reservation/Annual Deposit(s).** LESSEE shall pay a reservation deposit of (see the chart below) on or before the assigned dates (equal to approximately 25% of total fee due), to secure performance by LESSEE of all of the terms and conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from the total fee due (line 37). LESSEE shall pay annual deposits as follows:  
**\$3,410** on or before **January 1, 2024 (for February & December events)**

50                    **\$3,460** on or before **January 1, 2025 (for February & December events)**

51                    **\$TBD** on or before **January 1 2026 (for February & December events)**

52        B.        **Supplemental Deposit(s)** LESSEE shall pay supplemental deposits (equal to  
53 approximately 25% of the total fee due) as per the following:

54                    **\$4,839.38** on or before **February 17, 2024**

55                    **\$4,898.63** on or before **February 16, 2025**

56                    **\$4,944.38** on or before **February 15, 2026**

57        The supplemental deposit is non-refundable and shall be deducted from the total fee due  
58 (line 43).

59        C.        **Balance(s) Due.** LESSEE shall pay the remaining balance(s) before the close of  
60 business 4:30 P.M. CST/CDT as per the following:

61                    **\$4,839.38** on or before **December 1, 2024**

62                    **\$4,898.63** on or before **November 30, 2025**

63                    **\$4,944.38** on or before **November 29, 2026**

64        If the remaining balance(s) due LESSOR are not received from LESSEE by the due  
65 date(s) and time (lines 64, 65, 66 and 67), keys for the opening of reserved buildings shall  
66 not be checked out to LESSEE and use of the PREMISES shall be denied.

67        D.        **First Right of Reservation** LESSEE shall reserve the first right of reservation for  
68 the same calendar dates in the year following the end of the current Rental Agreement  
69 term. LESSEE shall have ten days after final take down day of current Rental Agreement  
70 term to notify LESSOR of said reservation. Once a Rental Agreement term has expired  
71 and LESSEE has not begun another Rental Agreement if LESSOR receives a request for  
72 the same calendar dates LESSEE has previously held under a Rental Agreement,  
73 LESSOR shall contact LESSEE via email and/or telephone informing LESSEE of said

request. **LESSEE** shall have ten days from transmittal of said notification to reply to **LESSOR** in writing of **LESSEE'S** intentions for the future dates in question.

4. **PARKING.** **LESSEE** shall have the right to use the parking facilities located **in parking area #1. See attached map.**

5. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a gun show.** **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations and all applicable municipal ordinances, including ADA requirements, in the use of the **PREMISES**. **LESSEE** shall require any vendors or exhibitors at the gun show to comply with all state, federal, and local laws, rules, regulations, and municipal ordinances especially those relating to the sale and exhibit of firearms and ammunitions. **LESSEE** shall comply with all state and federal laws, rules, and regulations, NEC NFPA 70E Arc Flash Standards, all applicable municipal ordinances, and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the **PREMISES**.

6. **MAINTENANCE and OPERATION.** During the term of this agreement:

A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep the **PREMISES**, including parking areas, clean and well maintained. **LESSEE** shall not injure, nor or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES** or bring or keep anything therein or thereupon which shall in any way conflict with the

conditions of any insurance policy upon the building or any part thereof or in any way increase any rate of insurance upon the buildings and/or grounds or on property kept therein.

C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for illuminating the **PREMISES**.

D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the yellow-striped floor markings located inside the Center Hall and West Wing overhead door entranceways.

E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description inside or in front of or on any part of the buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only such as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S** Manager.

F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and shall keep passageways clear at all times. No portion of the sidewalks, entries, passages, vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors, skylights, stairways or openings that reflect or admit light into any place in the buildings, and house lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other water apparatus shall not be used for any other purpose other than that for which they were

constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the **LESSEE**.

G. **Smoking is not allowed within any building within the boundaries of the exposition center.**

H. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in the same condition as at the commencement of the term, ordinary wear and tear excepted.

I. No helium balloons with attached strings are allowed in any part of the Expo Building at any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or balloon strings shall be paid for by the **LESSEE**.

J. **LESSEE** shall announce the location of fire exits ten (10) minutes before the start of each program whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety Plan and Fire Evacuation Plan.

K. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to music performed on the **PREMISES** and covering the **EVENT** hereunder.

L. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger flight attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or from using aircraft for demonstration, display or transport purposes.

7. **CONCESSIONS.**

A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the term of this agreement: sandwiches, hot dogs, chips, chili, coffee, and soda. **No other articles, other than those listed herein, shall be sold by LESSEE** without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh/Winnebago

County and provide proof of such permits to the **LESSOR**.

B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are under the control of **LESSOR** and shall not be tampered with.

C. All vendors shall be required to dispose of used grease, gray water and black water in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health Department.

8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit "A"** and shall provide proof of such insurance **30 days** prior to the event taking place. The provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required herein.

9. **UTILITIES.** **LESSEE** shall be responsible for payment of the cost of utilities utilizing payment method **"A."** as shown below. The selection of the payment method shall be at the sole discretion of **LESSOR**.

A. **LESSEE** shall be charged a flat utility fee in addition to the rental fee. The amount of the utility fee is shown on page 1 in Section 3 - Rental.

10. **DIGGERS HOTLINE.**

A. **LESSEE** shall be responsible for contacting Diggers Hotline and/or other utility line locator agencies to locate all utility lines on the rented **PREMISES** (as defined in Section 1 - **PREMISES**) if **LESSEE**, its vendors, agents, servants or employees shall be inserting into the ground tent stakes, posts, poles, or other below grade appurtenances. Failure of **LESSEE** to locate utility lines shall obligate **LESSEE** to repair or replace any damaged utility line at **LESSEE'S** sole expense and to reimburse **LESSOR** for any lost revenue or damages of any kind.

B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces



on the **PREMISIS** to accommodate tent or fence posts or supports. Said holes shall be filled within three (3) working days following the final event day to **LESSOR'S** satisfaction via **LESSOR** approved method. Holes left unfilled after the aforementioned deadline will be filled by **LESSOR** at **LESSEE'S** expense.

11. **INDEMNIFICATION.** The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior, during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

**LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

12. **MISCELLANEOUS.**

A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and

regulations of the **LESSOR** with respect to the **PREMISES**.

B. **Binding Agreement**. This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.

C. **Waiver, Change or Modification**. This agreement may not be changed orally, but only an agreement in writing, and signed by the party against whom enforcement of any waiver, change, modification or discharge is sought.

D. **Applicable Law**. The parties agree that this Agreement shall be construed pursuant to and in accordance with the laws of the State of Wisconsin.

E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement, and shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the **PREMISES**.

F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or entitle **LESSEE** to a rebate from **LESSOR**.

13. **Additional Provisions**.

A. **LESSEE must obtain two (2) reserve officers and/or deputies to be on duty at all times while weapons and ammunition are on PREMISES during event.**

B. No loaded firearms shall be permitted on **PREMISES** at any time with the exception of on-duty police officers.

C. **LESSEE** shall ensure that all gray water and black water from camping units on the **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black water onto the **PREMISES** will result in a citation from the Winnebago County Health Department to the **LESSEE**.

D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper receptacles placed on the **PREMISES** for this purpose. Any firewood must be completely burned or

removed from the **PREMISES** by the **LESSEE** at the termination of the event.

**E. LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall result in a citation from the Winnebago County Health Department or the Wisconsin Department of Natural Resources to the **LESSEE**.

**F. One (1) eight yard Dumpster is required. All refuse shall be deposited at the Winnebago County Landfill. LESSOR shall invoice LESSEE for rental and dumping fee after invoices have been received. Recyclables shall be separated and deposited into containers supplied by LESSOR to be delivered to the Winnebago County Recycling Facility.**

14. During the term of this agreement of the **LESSEE** agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, a guest, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference or marital status.

15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event to inspect, repair or maintain the building(s) and/or grounds.

16. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or other advertising media shall identify this area as the SUNNYVIEW EXPOSITION CENTER, located on County Road Y, 1/2 mile east of the intersection of Highway 76 and County Road Y.

17. **NAMING RIGHTS/ SPONSORSHIP**

A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the **PREMISES**, use of said name(s) shall replace all previous facility name references in all promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents, vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be obligated to complete change.

B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be bound by

the terms of said licensing agreement provided **LESSOR** has presented **LESSEE** with written notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of concessions or beverage goods by **LESSEE** shall be deemed in breach of contract.

C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for purposes of selling or displaying concessions or merchandise. Said merchandise shall be pre-approved via Sponsorship Agreement between Sponsor and **LESSOR**.

D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along the south east corner of the Center Hall for purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar.

E. Said concessionaire Sponsor shall also have access to a twenty foot by forty foot area located within the south west corner of parking lot #4 for selling and or displaying pre-approved merchandise during events taking place within the covered arena. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying merchandise during events within the Sunnyview Exposition Center grounds that take place in other areas than those stated in Section 17 D. and E. Said area shall be mutually agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to the scheduled event.

18. 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.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the  
day of \_\_\_\_\_, 20\_\_\_\_.

**WINNEBAGO COUNTY (LESSOR)**

**By:** \_\_\_\_\_  
County Executive

\_\_\_\_\_  
County Clerk

**LESSEE(S):**

\_\_\_\_\_(Seal)

\_\_\_\_\_  
Title

## **EXHIBIT "A" - INSURANCE**

**A minimum of thirty (30) days prior to holding the event or participating in the event, LESSEE, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance providing coverage for set up, event, and take down days, indicating proof of the following insurance from companies licensed in the State:**

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverage's:
  - a. Premises - Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Broad Form Blanket Contractual
  - e. Personal Injury
  - f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. 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"**.
4. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**



2  
3 **RESOLUTION: Authorize 5 Year Use Renewal Agreement between Winnegamie Dog Club and**  
4 **Winnebago County**

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

8 **WHEREAS**, Winnebago County has been approached by Winnegamie Dog Club to enter into a five (5) year  
9 use renewal agreement for property located on the exposition center grounds; and

10 **WHEREAS**, for more than sixteen (16) years Winnegamie Dog Club has been a tenant in good standing with  
11 Winnebago County; and

12 **WHEREAS**, Winnegamie Dog Club performs a tremendous service to the community by offering valuable  
13 training, conformation, testing and trials; and

14 **WHEREAS**, it is in the best interest of Winnebago County to help accommodate the long-range scheduling  
15 of said events by allowing Winnegamie Dog Club to secure essential programming agreements well ahead of time to  
16 satisfy the needs of local, regional, state and national accreditations.

17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
18 authorizes the Winnebago County Parks Department to enter into a five (5) year use renewal agreement with  
19 Winnegamie Dog Club so that the organization may continue to provide the opportunity to train, certify and test all  
20 breeds of dogs.

21 *Fiscal Note: Estimated increase in revenue for 2024 (\$5,098) & 2025 (\$5,163) with rates to be established by County*  
22 *Board for 2026-2028.*

23  
24 Respectfully submitted by:

25 **PARKS & RECREATION COMMITTEE**

26 Committee Vote: **4-0**

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

28  
29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

30  
31 \_\_\_\_\_  
32 Jonathan D. Doemel  
33 Winnebago County Executive

# Agenda Item Report



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

DATE: September 26, 2023  
FROM: Parks and Expo Director  
RE: 5 Year Contract with Winnegamie Dog Club

**General Description:** The Parks Department is interested in entering into a new 5-year contract with Winnegamie Dog Club

**Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee approves the 5-year contract between the Winnebago County Parks Department and the Winnegamie Dog Club

**Procedural Steps:**

Parks and Recreation Committee  
Action taken: APPROVED  
County Board  
Action Taken

Meeting date: 10/10/23  
Vote: 4-0  
Meeting Date: 11/21/23  
Vote:

**Background:**

The Winnebago County Parks Department has had a contract with Winnegamie Dog Club for over 16 years. Winnegamie Dog Club conducts two AKC all-breed dog shows with Junior Showmanship each year at the Sunnyview Expo Center. *"The mission of the Winnegamie Dog Club's Progressive Motivational Training Program is to educate the general public with dog friendly, positive training methods in order to deepen owners' relationships with their dogs, as well as to make dogs valued members of the family and the community."*

**Justification:**

The Winnegamie Dog Club was started in 1958 and exists for the purpose of advancing the cause and welfare of dogs, both purebred and mixed breed. The club benefits both members and non-members alike. Non-Members can enjoy training programs, conformation shows, obedience and agility trials, fun matches, educational programs, open houses, and other fun events. In addition, the WDC is a great resource for dog-related questions. The members enjoy further benefits, such as the use of the building and exercise yards, the library, the monthly newsletter, educational presentations at the monthly meetings, free or discounted seminars and training programs, as well as having fun and making good friends.

The Winnegamie Dog Club offers a variety of dog-related events throughout the year, including Obedience & Rally trials, Agility trials, Fast CAT trials, Nose Work trials, Canine Good Citizen Testing, Trick Dog Testing, Farm Dog Certification, an annual Fun Match and an AKC All Breed Conformation

Show. They also offer a number of specialized workshops during the year, as well as a Canine First Aid and CPR class. Members volunteer with their dogs in local parades and visit nearby nursing homes.

**Attachments:**

- 2024 – 2028 Agreement between Winnegamie Dog Club and Winnebago County.
- Resolution to Approve the contract between Winnegamie Dog Club and Winnebago County.

**SUNNYVIEW EXPOSITION CENTER  
RENTAL AGREEMENT**

**CONTRACT NO. EC-011324multi**

RENTAL AGREEMENT by and between **Winnegamie Dog Club Inc. c/o Mary Schulz, N6293 Berkans Dr., Fremont, WI 54940, 920-716-4240, cedargolden@centurytel.net** (hereinafter referred to as the "**LESSEE**", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54901 (hereinafter referred to as "**LESSOR**").

**LESSEE** and **LESSOR**, for and in consideration of their respective obligations hereinafter contained agree as follows:

1. **PREMISES.** **LESSOR** hereby rents to **LESSEE**, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center:  
**Exposition Building - Center Hall, West Wing, South Wing, Kitchen, Ticket Box Office, Camping Areas - Grandstand islands, 20 tables, and 100 chairs** (hereinafter referred to as the "**PREMISES**").
2. **TERM, TOTAL RENTAL FEES.** The term of this Rental Agreement shall be **five** days and shall be in effect for the following dates:
  - A. **January 11, 2024 at 7:00 A.M. and shall terminate on January 15, 2024 at 11:00 P.M.**  
**Total Use Fee = \$5,098. Set up days January 11 and 12, 2024. Event days, January 13 and 14, 2024. Take down day January 15, 2024.**
  - B. **January 9, 2025 at 7:00 A.M. and shall terminate on January 13, 2025 at 11:00 P.M. Total Use Fee = \$5,163\*4. Set up days January 9 and 10, 2025. Event days, January 11 and 12, 2025. Take down day January 13, 2025.**
  - C. **January 8, 2026 at 7:00 A.M. and shall terminate on January 12, 2026 at 11:59 P.M. Total Use Fee = \$T/B/D. Set up days January 8 and 9, 2026. Event days, January 10 and 11, 2026. Take down day January 12, 2026.**
  - D. **January 14, 2027 at 7:00 A.M. and shall terminate on January 18, 2027 at 11:00 P.M.**

Total Use Fee = \$T/B/D. Set up days January 14 and 15, 2027. Event days, January 16 and 17, 2027. Take down day January 18, 2027.

E. January 13, 2028 at 7:00 A.M. and shall terminate on January 17, 2028 at 11:59 P.M.

Total Use Fee = \$T/B/D. Set up days January 13 and 14, 2028. Event days, January 1 and 16, 2028. Take down day January 17, 2028.

3. **RENTAL FEES & DEPOSITS**. The rental fee for the **PREMISES** for individual facilities are determined via the official **Sunnyview Exposition Center Rental Fees Schedule, Chapter 19, Winnebago County General Code** and must be adopted by the County Board of Supervisors, which is done periodically via five-year increments. This Agreement shall be amended January 1, 2026 to reflect adopted pricing for the 2026 thru 2028 lease terms. Rental fees are subject to 5% sales tax where applicable. Total Use Fees shall include Pepsi Bottling Group sales totals and container rental and dumping fees for garbage disposal (to be based upon current year pricing) to be post-billed upon receipt and inspection of invoices by LESSOR. Rental fees shall be due and payable by LESSEE to LESSOR according to the following:

**Reservation Deposit**. LESSEE shall pay a reservation deposit (equal to approximately 25% of the annual total fee due for the year of the Rental Agreement), to secure performance by LESSEE of all of the terms and conditions of this Rental Agreement. The deposit shall be paid by LESSEE to the LESSOR upon reservation of the facility. The reservation deposit payment is non-refundable and shall be deducted from the total fee due of the first year of the Rental Agreement. The reservations deposits shall be paid on or before April 1 the prior year of each calendar year of the Rental Agreement.

**\$1,275** on or before **April 1, 2024**

**\$1,300** on or before **April 1, 2025**

**\$TBD** on or before **April 1 2026**

**\$TBD** on or before **April 1 2027**

**\$TBD** on or before **April 1 2028**

- A. **Supplemental Deposit.** LESSEE shall pay an annual supplemental deposit of (equal to approximately 25% of the annual total fee due for each consecutive calendar year of the Rental Agreement) on or before **October 1** the prior year of each calendar year of the Rental Agreement. The supplemental deposit is non-refundable and shall be deducted from the total annual fees due.

**\$1,275** on or before **October 1, 2024**

**\$1,300** on or before **October 1, 2025**

**\$TBD** on or before **October 1 2026**

**\$TBD** on or before **October 1 2027**

**\$TBD** on or before **October 1 2028**

- B. **Balance Due.** LESSEE shall pay the remaining balance due LESSOR before the close of business, 4:30 P.M. CST/CDT on or before the first set up day per year of Rental Agreement. If the remaining balance due LESSOR is not received from LESSEE by the due dates, keys for the opening of reserved buildings shall not be checked out to LESSEE and use of the PREMISES shall be denied.

**\$2,548** on or before **January 11, 2024**

**\$2,563** on or before **January 9, 2025**

**\$TBD** on or before **January 12 2026**

**\$TBD** on or before **January 14 2027**

**\$TBD** on or before **January 13 2028**

- C. **First Right of Refusal** LESSEE shall reserve the first right of reservation for the same



calendar dates in the years following the end of the Rental Agreement term of a single year or multi-year Rental Agreement. Once a multi-year Rental Agreement term has expired and **LESSEE** has not begun another multi-year Rental Agreement if **LESSOR** receives a request for the same calendar dates **LESSEE** has previously held under a multi-year Rental Agreement, **LESSOR** shall contact **LESSEE** via email and/or telephone informing **LESSEE** of said request. **LESSEE** shall have ten days from transmittal of said notification to reply to **LESSOR** in writing of **LESSEE'S** intentions for the future dates in question.

4. **PARKING.** **LESSEE** shall have the right to shared use the parking facilities located in **parking area #1** (see attached map). Campers and trailers shall not block access to handicapped parking spaces in front of the grandstand while using the grandstand islands.

5. **USE.** **LESSEE** shall use the **PREMISES** for the purpose of **conducting a dog show**. **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, ADA regulations, NEC NFPA 70E Arc Flash Standards, all applicable municipal ordinances, and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances (see **Exhibits B and C**). **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the **PREMISES**.

6. **MAINTENANCE & OPERATION.** During the term of this agreement:

A. **LESSEE** shall, at its own expense and at all times during the term of this agreement keep the **PREMISES**, including parking areas, clean and well-maintained. **LESSEE** shall not injure, nor or in any way deface the **PREMISES** or cause or permit the same to be done, and shall not drive or permit others to drive nails, hooks, tacks or screws into any part of and building demised hereunder. **LESSEE** shall not affix or allow others to affix adhesive tape of

any kind to any ceiling, floor, wall, glass or table surface. **LESSEE** shall make no alterations of any kind to the **PREMISES**.

B. **LESSEE** shall not do or permit to be done anything in or upon any portion of the **PREMISES** or bring or keep anything therein or thereupon which shall in any way conflict with the conditions of any insurance policy upon the building or any part thereof or in any way increase any rate of insurance upon the buildings and/or grounds or on property kept therein.

C. **LESSEE** shall not, without the written consent of the **LESSOR**, put up or operate any engine or motor or machinery on the **PREMISES** or use oils, burning fluids, camphene, kerosene, naphtha or gasoline for either mechanical or other purposes, or any agent other than gas or electricity for illuminating the **PREMISES**.

D. **LESSEE** shall confine the off-loading of equipment and materials to the area within the yellow-striped floor markings located inside the Center Hall overhead door entranceway.

E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description inside or in front of or on any part of the buildings, except upon the regular billboards provided by the **LESSOR** therefore, and then only such as relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S** Manager.

F. **LESSEE** shall not admit to said **PREMISES** a larger number of persons than can safely or freely move about in the **PREMISES** and the decision of the **LESSOR'S** Manager in this respect shall be final. **LESSEE** will permit no chair or movable seat to be or remain in the passageway and shall keep passageways clear at all times. No portion of the sidewalks,

entries, passages, vestibules, halls and stairways or access to public utilities or said buildings shall be obstructed by the **LESSEE** or used for any purpose other than ingress to and from the **PREMISES**. **LESSEE** shall at all times conform to City of Oshkosh Fire Department regulations relating to aisle widths and exit door accessibility. **LESSEE** shall be responsible for obtaining knowledge of said regulations. Doors, skylights, stairways or openings that reflect or admit light into any place in the buildings, and house lighting attachments shall not be covered or obstructed by the **LESSEE**. The water closets or other water apparatus shall not be used for any other purpose other than that for which they were constructed, and no sweepings, rubbish, rags, papers or other substances shall be thrown therein. Any damage resulting to them from misuse of any nature or character whatever shall be paid for by the **LESSEE**.

G. Smoking is not allowed within any building within the boundaries of the exposition center.

H. **LESSEE** shall announce the location of fire exits 10 minutes before the start of each program whenever feasible. See attached Winnebago County Parks Exposition Center Fire Safety Plan and Fire Evacuation Plan.

I. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has entered into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to music performed on the **PREMISES** and covering the **EVENT** hereunder.

J. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in the same condition as at the commencement of the term, ordinary wear and tear excepted.

K. No helium balloons with attached strings are allowed in any part of the Expo Building at any time. Any damage to the **PREMISES** or to overhead fans resulting from entangled balloons or balloon strings shall be paid for by the **LESSEE**.

- L. Throughout the event **LESSEE** shall not be permitted to locate either on or outside the **PREMISES** any type of mechanized aircraft that is to be used as an ongoing passenger flight attraction. Said prohibition shall not prevent **LESSEE** from conducting balloon passenger flights or from using aircraft for demonstration, display or transport purposes.

7. **CONCESSIONS.**

- A. **LESSEE** shall have the right to sell the following during its use of the **PREMISES** and for the term of this agreement: **hot and cold sandwiches, breakfast items, coffee, snacks, soda and water**. No other articles, other than those listed herein, shall be sold by **LESSEE** without the expressed written consent of the **LESSOR**. No alcohol will be served. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh and/or Winnebago County and provide proof of such permits to the **LESSOR**.

- B. **LESSEE** shall not post "Out of Order" notices or unplug any vending machines on the **PREMISES** unless permission to do so has been granted by the **LESSOR**. Said machines are under the control of **LESSOR** and shall not be tampered with.

- C. All vendors shall be required to dispose of used grease, gray water and black water in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the **PREMISES** and a citation shall be issued to the **LESSEE** by the Winnebago County Health Department.

8. **INSURANCE.** **LESSEE** shall, at its own expense, obtain insurance in accordance with **Exhibit "A"** and shall provide proof of such insurance **60 days** prior to the event taking place. The provisions of this contract and any duties placed upon **LESSOR** as a result thereof shall be null and void in the absence of **LESSEE'S** provision of a certificate of insurance indicating that coverage as is required herein.

168 9. **UTILITIES.** LESSEE shall be responsible for payment of the cost of utilities utilizing payment method  
169 A as shown below. The selection of the payment method shall be at the sole discretion of LESSOR.

170 A. LESSEE shall be charged a flat utility fee in addition to the rental fee. The amount of the  
171 utility fee is shown on page 1 in Section 3 - Rental.

172 10. **DIGGERS HOTLINE.**

173 A. LESSEE shall be responsible for contacting Diggers Hotline and/or other utility line locator  
174 agencies to locate all utility lines on the rented PREMISES (as defined in Section 1 -  
175 PREMISES) if LESSEE, its vendors, agents, servants or employees shall be inserting into the  
176 ground tent stakes, posts, poles, or other below grade appurtenances. Failure of LESSEE to  
177 locate utility lines shall obligate LESSEE to repair or replace any damaged utility line at  
178 LESSEE'S sole expense and to reimburse LESSOR for any lost revenue or damages of any  
179 kind.

180 B. LESSEE shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on  
181 the PREMISES to accommodate tent or fence posts or supports. Said holes shall be filled to  
182 LESSOR'S satisfaction via LESSOR approved method within three working days following  
183 the final event day. Holes left unfilled after the aforementioned deadline will be filled by  
184 LESSOR at LESSEE'S expense.

185 11. **INDEMNIFICATION.**

186 A. The LESSOR shall not be responsible for any damage, or injury incurred by the LESSEE or  
187 LESSEES' agents, servants, employees or property, from any cause, prior, during or  
188 subsequent to the term of this agreement. Likewise, the LESSOR shall not be responsible  
189 for any damage, loss, or liability of any kind and nature, occurring on the PREMISES, the  
190 property adjacent thereto and any other portion of the Sunnyview Exposition Center  
191 and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by

reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely from the negligence of the **LESSOR**.

- B. **LESSEE** shall be liable for any costs incurred by **LESSOR** or loss of revenues by **LESSOR** as a result of damages to the **PREMISES** leased herein occasioned by any act or omission, neglect or wrongdoing of **LESSEE** or any of its officers, agents, representatives, assigns, guests, employees, invites, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or subcontractor), or as a result of **LESSEE** holding over upon the leased **PREMISES**. Said costs shall include any attorney's fees and costs incurred by **LESSOR** in association with the litigation of such matter.

12. **MISCELLANEOUS.**

- A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and regulations of the **LESSOR** with respect to the **PREMISES**.
- B. **Binding Agreement.** This agreement shall be binding upon and inure to the benefit of the respective parties, their successors and assigns, heirs and personal representatives, except as otherwise expressly provided herein.
- C. **Waiver, Change or Modification.** This agreement may not be changed orally, but only an



216 agreement in writing, and signed by the party against whom enforcement of any waiver,  
217 change, modification or discharge is sought.

218 D. **Applicable Law**. The parties agree that this Agreement shall be construed pursuant to and  
219 in accordance with the laws of the State of Wisconsin.

220 E. The **LESSOR** does not guarantee any revenues to **LESSEE** pursuant to this agreement, and  
221 shall not be liable for payment to **LESSEE** for any revenues, either real or perceived, not  
222 obtained by **LESSEE** due to inclement weather, traffic conditions, subcontractor or vendor  
223 cancellation, or any other circumstance occurring during **LESSEE'S** occupation of the  
224 **PREMISES**.

225 F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this  
226 Agreement or entitle **LESSEE** to a rebate from **LESSOR**.

227 13. **ADDITIONAL PROVISIONS**.

228 A. **One, eight-yard dumpster is required, all refuse shall be deposited at the Winnebago**  
229 **County Landfill**. Recyclables shall be deposited at the Winnebago County Recycling  
230 Facility. LESSOR shall invoice LESSEE for container rental and dumping fee once bills are  
231 received and reviewed by LESSOR.

232 C. **LESSEE** shall ensure that all gray water and black water from camping units on the  
233 **PREMISES** shall be disposed of in the proper manner. Unlawful dumping of gray or black  
234 water onto the **PREMISES** will result in a citation from the Winnebago County Health  
235 Department to the **LESSEE**.

236 D. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper  
237 receptacles placed on the **PREMISES** for this purpose. No firewood may be brought onto  
238 the **PREMISES** from further away than 25 miles as per WDNR. Any firewood must be  
239 completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of

the event.

**E. LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack area provided on the **PREMISES** for this purpose. Washing of animals in an improper location shall result in a citation from the Winnebago County Health Department or the Wisconsin Department of Natural Resources to the **LESSEE**.

**F. LESSEE** shall be responsible for all animal refuse indoors and outdoors. No animal refuse shall be disposed of in any trash receptacle inside the exposition building. All animal refuse is to be contained in closed plastic bags and deposited in dumpster provided by **LESSOR** located outside the building. **No exposition building entrance vestibule shall be used to accommodate interior urination/defecation of any animal. A canopy may be erected directly outside an exposition entrance door to accommodate this function.**

**G. During the entire event all carpeting in the South Wing shall be completely covered by LESSEE and at LESSEE'S expense with protective matting. LESSEE shall provide and pay for carpet cleaning of South Wing by a bonded cleaning company, to take place during the first week after the event upon LESSOR'S request.**

**H. LESSEE** shall have the right to set-up participant and vendor camping facilities in Camping Areas on the **PREMISES as agreed upon with Expo Manager or designee based upon need** (see attached map). All applicable fees shall apply.

**I. LESSEE** shall be allowed unleashed animals on the **PREMISES** for training/event purposes

**J. LESSEE** shall be allowed to charge for parking in Lot #1 for dog show attendees. **LESSEE** shall allow those attending other events taking place on the grounds to park in lot #1 free of charge. Parking lot #1 is shared use for the **PREMISES. LESSEE** is responsible for any barricades or signage necessary for paid event parking and must staff the area used for collection of fees at all times.

264 14. During the term of this agreement of the **LESSEE** agrees not to discriminate against any person,  
265 whether a recipient of services (actual or potential), an employee, a guest, or an applicant for  
266 employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences,  
267 sexual preference or marital status.

268 15. Duly authorized agents of **LESSOR** have the right to enter the **PREMISES** during any event to  
269 inspect, repair or maintain the building(s) and/or grounds.

270 16. **NAMING RIGHTS.**

271 A. In the event the **LESSOR** enters into a naming rights agreement for all or any part of the  
272 **PREMISES**, use of said name(s) shall replace all previous facility name references in all  
273 promotional and advertising materials used by **LESSEE**, and/or the **LESSEE'S** agents,  
274 vendors, or subcontractors, for the remainder of the Rental Agreement. **LESSEE** shall be  
275 obligated to complete change within 365 days of notification by **LESSOR** at **LESSEE'S**  
276 expense.

277 B. Should **LESSOR** enter into a licensing agreement that provides for the exclusive sale of  
278 certain brands of concessions or beverage goods upon the **PREMISES**, **LESSEE** shall be  
279 bound by the terms of said licensing agreement provided **LESSOR** has presented **LESSEE**  
280 with written notification of the obligatory conditions of the licensing agreement. Sale of  
281 alternate brands of concessions or beverage goods by **LESSEE** shall be deemed in breach  
282 of contract.

283 C. **LESSOR'S** Sponsors shall have access to the exposition building during all events for  
284 purposes of selling or displaying concessions or merchandise. Said merchandise shall be  
285 pre-approved via Sponsorship Agreement between Sponsor and **LESSOR**.

286 D. **LESSOR'S** concessionaire Sponsor shall have access to an area sixteen feet square along  
287 the south east corner of the Center Hall for purposes of selling and or displaying pre-

approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar.

E. Said concessionaire Sponsor shall also have access to a 20-foot by 40-foot area located within the south west corner of parking lot #4 for selling and or displaying pre-approved merchandise during events taking place within the Covered Arena. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

F. **LESSOR'S** Sponsor shall have the right to set up an area for selling and or displaying merchandise during events within the Sunnyview Exposition Center grounds that take place in other areas than those stated in Section 17 D and E. Said area shall be mutually agreed upon by Sponsor, **LESSEE** and **LESSOR** and submitted in writing to the **LESSOR** within two weeks prior to the scheduled event.

17. **LESSEE** or event sponsor(s) advertising their event through the use of radio, television, placards or other advertising media shall identify this area as the Sunnyview Exposition Center located on County Road Y, 1/2-mile east of the intersection of Highway 76 and County Road Y.

18. 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.

IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**WINNEBAGO COUNTY (LESSOR)**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Executive

By: \_\_\_\_\_ Date: \_\_\_\_\_  
County Clerk

**LESSEE(S)**

**By (Print):** \_\_\_\_\_

**By (Sign):** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

## EXHIBIT "A"

### INSURANCE

A minimum of 60 days prior to holding the event or participating in the event, LESSEE, at its own cost and expense, shall furnish Winnebago County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:

1. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:

a. Premises - Operations	d. Broad Form Blanket Contractual
b. Products and Completed Operations	e. Personal Injury
c. Broad Form Property Damage	f. Liquor Liability (if alcohol on Premises)
2. The certificate shall list the Certificate Holder and Address as follows: Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
3. 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".
4. Such insurance shall include a 30-day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.

## **EXHIBIT "B"**

### **RECYCLING REQUIREMENTS**

Wisconsin State Statute Chapter 287: Solid Waste Reduction, Recovery and Recycling, commonly known as Recycling Law, outlines the requirements for recycling for the state of Wisconsin. As a renter of the Winnebago County Park Facilities, you are required to follow this statute, particularly the sections outlined here:

According to ch. 287.05(5), "the implementation of solid waste reduction, reuse, recycling, composting and resource recovery systems and operations requires the involvement and cooperation of all persons and entities comprising this state's society, including individuals, state and local governments, schools, private organizations and businesses."

According to ch. 287.07(3), "Beginning on January 1, 1995, no person may dispose of in a solid waste disposal facility... any of the following: (*paraphrased for space and clarity*) aluminum containers, corrugated paper, glass containers, magazines, newspaper, office paper, plastic containers (#1 & #2), and steel containers."

In short, renters of Winnebago County Park Facilities must separate for recycling those items listed above and deliver these items to the Winnebago County Recycling Facility. If the renter contracts out its recycling and trash hauling, it must specify the use of the Winnebago County Landfill and Recycling Facilities.

If you have any questions regarding the Recycling Law, please contact the Winnebago County Recycling Manager at (920)232-1800.



1 280-112023

2  
3 **RESOLUTION: Authorize Electric Underground Easement Between Winnebago County and Wisconsin**  
4 **Public Service**

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

8 **WHEREAS**, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an  
9 easement for the installation of underground electric utilities, operation, maintenance, repair, replacement and extension  
10 of electrical and natural gas lines on the Winnebago County Expanded 980 Residential Facility grounds; and

11 **WHEREAS**, your undersigned Facilities and Property Management Committee believes that granting said  
12 easement is appropriate and necessary to provide electrical service to the Residential Facility; and

13  
14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
15 authorizes execution of the Electric Underground Easement Agreement between Winnebago County and the  
16 Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing  
17 electrical service to the Expanded 980 Residential Facility. Said Agreement is attached hereto and made a part of  
18 this Resolution herein by reference.

19  
20 *Fiscal Note: No fiscal impact.*

21 Respectfully submitted by:

22 **FACILITIES AND PROPERTY MANAGEMENT**  
23 **COMMITTEE**

24 Committee Vote: **4-0**

25  
26 Vote Required for Passage: **Majority of Members Present**

27  
28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

29  
30  
31 \_\_\_\_\_  
32 Jonathan D. Doemel  
Winnebago County Executive

# Agenda Item Report



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

DATE: October 19, 2023

FROM: Mike Elder

RE: WPS Easement for Underground Utilities for the Expanded 980 Residential Facility

## **General Description:**

WPS requires an easement be invoked whenever they provide utility services to a building or WPS infrastructure is relocated or added.

## **Action Requested:**

Motion to approve the attached easement for the electric and natural gas utility services for Expanded 980 Residential Facility to provide gas and electricity to the site.

## **Procedural Steps:**

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

Committee of Jurisdiction _____	Meeting date: 10/25/2023
Action taken: _____ APPROVED _____	Vote: 4-0
County Board	Meeting date: 11/21/2023

## **Background:**

The expanded 980 Residential Facility is currently being constructed just west of the current mobile home unit. Due to the expanded facility, the current easement and underground utilities need to be revised and relocated to the west side of the parcel. This easement modifies, extends and reroutes the existing easement.

This would be a no cost easement.

## **Policy Discussion:**

This is a requirement of WPS in order for the company to provide utility services to a building. There are no other alternatives for electric or natural gas service to the building.

## **Attachments:**

Easement  
Resolution

**3312445**

**Easement**

THIS INDENTURE is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between **Winnebago County, a Wisconsin Municipal Corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of Lot 1 of Certified Survey Map No. 7980 Recorded in the Winnebago County Register of Deeds as Document 1895314; being part of The Northwest Quarter of the Northeast Quarter (NW 1/4 – NE 1/4) of Section 35, Township 19N, Range 16E in the City of Oshkosh, County of Winnebago, State of Wisconsin, **as shown on the attached Exhibit "A"**.

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

Tax Parcel Identification Number (PIN)  
**91268500300**

- 1. Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
- 2. Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
- 3. Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
- 4. Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
- 5. Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.
9. **Relocation:** Grantor shall have the right at any time to relocate the easement area within Grantor's property at Grantors sole cost and expense; provided Grantee agrees that new location is a suitable location and Grantor provides a suitable replacement easement.

[REMAINDER OF PAGE LEFT BLANK]

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

**WINNEBAGO COUNTY**

Corporate Name \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

Sign Name \_\_\_\_\_

Print name & title \_\_\_\_\_

STATE )  
OF \_\_\_\_\_ )  
COUNTY )  
OF \_\_\_\_\_ )

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

Sign Name \_\_\_\_\_

Print Name \_\_\_\_\_

Notary Public, State of \_\_\_\_\_

My Commission expires: \_\_\_\_\_

This instrument drafted by: Lydia Janssen  
Wisconsin Public Service Corporation

REMS Entity ID	WR Number	Document ID	REMS Formatted Number
1471684	WMIS-3382725	3312445	INT11-471-684

# TEMPORARY EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY

W COUNTY RD Y

12 FOOT WIDE  
EASEMENT

NORTH

**\*\*Temporary Exhibit\*\***  
**\*\*Final Exhibit will be sent for approval at a later date\*\***  
**\*\* NOT FOR RECORDING\***

It is important to share the steps the Commission took before making any recommendations. This was done to ensure the County Board members understand there was a thorough review of each project to make recommendations that fit with the Winnebago County's Mission Statement and the intent of the Federal Government for use of APRA funds.

\*Taken from the Winnebago County website:

The mission of Winnebago County is to economically and efficiently provide and manage delivery systems for diverse programs and services to meet basic human needs.

To carry out this mission, the following roles are required:

- To serve as an agent for the Federal and State Government to fulfill mandated programs.
- To provide optional community services as determined by the County Board.
- To provide programs and services in the most cost-effective manner.
- To encourage citizens awareness, participation, and involvement in county government.
- To encourage cooperation among business, government, labor, and education to solve common problems.
- To utilize community resources as a vehicle for good government.

The Commission worked through the process as follows:

1. Understanding the components of the Winnebago County mission – "...to provide and manage the delivery systems... to meet basic human needs" (the commission defined basic needs as food, shelter, medical and safety)  
Supervisor Cox commented that the county needs to look at each individual no matter if they are aging or indigent and how the Co. ensures all are served without defining WHO is doing the work (ie: it doesn't have to be the County and implies that other "delivery systems" will provide services).
2. Reviewed the resolution (167-012023) from April 5<sup>th</sup>, 2023, clarifying again that the categories were solely not to augment the county budget AND to do things the County wouldn't have been able to do without funding.
  - a. No where was it determined that non-profit orgs would be excluded from consideration.
  - b. **It is important to note:** exclude any Non-Profit from receiving funding would have eliminated the ability to fund our local fire, police... since they are, according to IRS standards, also non-profit organizations. Non-profit is simply a tax status stating that the entity does not have share holders that are able to benefit financially from any revenue.
  - c. Line 29 even states: to improve the resiliency in our community as permitted by the ARPA Law & regulations.
  - d. It was determined that all funding requests should serve some type of county function, duties that the County has determined as a need but does not currently employ or utilizes to enhance or is an essential need to support current services.
  - e. The reason to fund outside organizations would be to offer services in the most "cost-effective manner".



3. We reviewed the definitions of the 2 categories the resolution dictated. Since Govt. Identified Community Projects listed "Collaboration" we talked through what that looked like and determined it:
  - a. Helps a Co. department accomplish their goal/have a county function.
  - b. Makes it easier to do the work to help individuals so the county doesn't have to do it all.
  - c. Projects that could be run through a county department.
  - d. Could simply be offering a space that allows the county access so services can be provided in rural or other areas in the county.
4. We then reviewed why the Commission chose the 4 overarching requirements:
  - a. Legacy: have a long lasting, easily identified impact, that would improve quality of life for generations.
  - b. One-Time funding: not a quick or short-term fix, not to create a fiscal cliff once \$ is spent, projects that have operational aspect that will allow the project to continue.
  - c. Geographic assortment: to impact a broad range of individuals throughout areas of the county.
  - d. Match/enhancing funds: to allow & to go further and so the Co. was not funding the full project (ie: in the case of funding the full purchase of a building).

This allowed the Commission to have all the information fresh in their minds as we were working through the list of projects, so we were able to ask the right questions to make informed recommendations that follow the Spirit of ARPA and following the mission of Winnebago County.

2  
3 **RESOLUTION: Approving up to \$2,100,000 of the Spirit Fund to be Appropriated for**  
4 **Purchasing Radios and Radio Equipment by the Winnebago County Fire**  
5 **Chiefs Association, to be Distributed Equitably Among Association**  
6 **Member Fire Departments**  
7

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

10 **WHEREAS**, the Winnebago County Fire Chiefs Association is the professional organization representing  
11 each fire department in the county; and

12 **WHEREAS**, radio equipment is an essential and life-saving component of firefighting equipment, for both the  
13 First Responders and the community members they serve; and

14 **WHEREAS**, professional and volunteer fire departments often use radios and radio components long past their  
15 recommended useful life due to the expense of replacing these systems; and

16 **WHEREAS**, the Winnebago County Fire Chiefs Association compiled a list of the needs for Fire Department  
17 replacement radios and radio components, receiving quotes ranging from \$2,031,578.20 to \$3,200,000 from local  
18 vendors representing different electronics brands.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 appropriates up to \$2,100,000 of Spirit Fund dollars to the Winnebago County Fire Chiefs Association to be used to  
21 purchase radios and radio components.

22 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that upon completion,  
23 Winnebago County Fire Chiefs Association will submit supporting documentation to the Winnebago County Finance  
24 Director outlining the expenditures. The documentation will be submitted within ~~6 months of the completion of the~~  
25 ~~project but not to exceed 5 years from date of disbursement~~ **1 year of the date of disbursement.**

26  
27 *Fiscal Note: \$2,100,000 in expense will be appropriated from the Spirit Fund, which will reduce its balance by that*  
28 *same amount.*

29 Respectfully submitted by:

30 **ARPA STRATEGY AND OUTCOMES COMMISSION**

31 Commission Vote: **7-1, 1 absent**

32  
33 Vote Required for Passage: **Two-Thirds of Membership**

34 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.  
35

36 \_\_\_\_\_  
37 Jonathan D. Doemel  
38 Winnebago County Executive

# Agenda Item Report



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

DATE: 10/13/2023  
FROM: Winnebago County Executive's Office  
RE: Winnebago County Fire Chiefs Association (WCFCA) – Replace mobile, portable and DVRS radios in the county in the amount of \$3.2M.

## **General Description:**

Proposal for Winnebago County Fire Chiefs Association Request for Radio Equipment to American Rescue Plan Act (ARPA) Strategy and Outcomes Commission

## **Action Requested:**

Direction to draft a resolution releasing a single grant issued to the Winnebago County Fire Chiefs Association to disburse among local governments requesting radio and communications components.

## **Procedural Steps:**

Committee of Jurisdiction: ARPA Strategy & Outcomes Commission      Meeting date: 10/20/2023

## **Background:**

Shortly after the creation of the ARPA Strategy and Outcomes Commission, the county's fire chiefs approached the commission regarding the purchase of new radios (subscriber units).

Winnebago County, through the Sheriff's Office, operates and maintains the county's only public safety answering point (PSAP) or dispatch center. The county, through grants, tax levy, and borrowing, provides this service at no cost to other local governments. Dispatcher labor and training costs, equipment, maintenance, and other contracts are entirely the responsibility of the county. This shared service model saves local governments considerable cost – especially as the dispatch center upgrades to Next Generation 911 (NG911).

Over a decade ago, the county upgraded our system. At that time, the county purchased all radios needed for use by the county and local governments. The agreement at that time was the local governments would create a plan to replace radios for police and fire at the cost of the local government. Unfortunately, planned obsolescence of these radios is seven to ten years.

There is no doubt replacement of radios is expensive. For their part, the Fire Chiefs Association surveyed the fifteen Fire Districts across the county regarding needs for replacement radios and radio components. That survey results in requests from fourteen departments for a total of 436 portable radios and components, 82 mobile radios and components, and 2 DVRS radio repeaters and components.

Motorola, the manufacturer of the current radios, provided a quote for purchase of these items totaled \$3,265,899.60. Nielson Communications, a local Kenwood retailer, provided quote of \$2,031,578.20 for similar radio equipment.

At the previous meeting, the commission raised questions around the specific radios in the quote, the difference in price per unit when specific components were included, and what would be the most equitable way to accommodate the request. The Commission then asked Fox Crossing Chief Todd

Sweeney, the president of the chief's association, to work with Fire Chiefs to clarify the requests, gain additional information, and identify priorities.

Upon receiving further input from Chiefs, Chief Sweeney heard a desire to maintain legacy radio systems, as they train on specific equipment, and for the commission to grant a set amount of funds to the Fire Chiefs Association to then be distributed among fire districts to cover a portion of each radio and radio component request. This allows each fire district to acquire the equipment they are most comfortable with and otherwise would not be able to bring up to date, after years of postponing replacement or ordering piecemeal only once existing radios and components are long past their recommended end-of-life date.

A grant from the ARPA Strategy and Outcomes Commission would allow departments to order together and maintain an economy of scale for whichever equipment fits in their existing training and systems.

The commission also asked for what other counties utilized ARPA or other funds to fund radios for local governments. We heard back from two counties: Jefferson provided no funding. Washington provided \$500,000. Neither of these counties are on a Motorola system.

#### **Policy Discussion:**

The commission has several discussion points regarding a potential grant for radios and to provide enough direction to staff to draft a resolution:

- 1) Some local governments have already purchased radios. Are those governments eligible to receive reimbursement funds?
- 2) The chief's association is comfortable working with all fire districts on implementing a grant, which would ensure collaboration and fairness in the process.
- 3) Are police agencies who have not purchased eligible for funds?
- 4) What amount of a grant would the commission request be allocated for the purchase of local government radios. Based on purchasing Motorola, the following amounts represent a percentage of the purchase: \$800,000 grant = 24.5%      \$1,000,000 = 30.6%  
\$1,632,949.80 = 50%      \$2,031,578.20 (amount of the Nielsen quote) = 62.2%

#### **Attachments:**

Radio Quotes

Local Government Funding Document

2  
3 **RESOLUTION: Approving \$500,000 from the Spirit Fund's Government Identified**  
4 **Community Projects Category to Assist in the Purchase the Beach Building for**  
5 **Christine Ann Domestic Abuse Services, Inc.**

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

8 **WHEREAS**, Christine Ann Domestic Abuse Services (hereinafter "Christine Ann") mission is to "Empower  
9 individuals and families through education, safety and support, and lead our community to reduce the incidents and  
10 the effects of domestic abuse and dating violence"; and

11 **WHEREAS**, since being established in 1984, Christine Ann has educated the community on the dynamics of  
12 abuse and provided resources and a safe space for individuals and families to escape dangerous relationships and  
13 environments; and

14 **WHEREAS**, Christine Ann's current building has one bedroom that sleeps 7 individuals and two bedrooms  
15 that sleep 5 individuals. The other seven bedrooms are limited to 2-4 individuals; and

16 **WHEREAS**, Only 3 of the 10 bedrooms are ADA accessible. Additionally, this configuration limits the number  
17 of large families, disabled, older, and pregnant survivors Christine Ann can accept; and

18 **WHEREAS**, The Beach Building addresses all of Christine Ann current limitations. It is a 3-story, 36,000 sq.  
19 foot building and is fully ADA compliant.

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that \$500,000 from  
21 the Spirit Fund's Government Identified Community Project category be approved to assist in the purchase of the Beach  
22 Building for Christine Ann Domestic Abuse Services, Inc., and contingent on Christine Ann remaining committed to its  
23 mission to strengthen the lives of individuals, families, and the community.

24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that upon completion, Christine  
25 Ann Domestic Abuse Services, Inc. will submit supporting documentation to the Winnebago County Finance Director  
26 outlining the expenditures. The documentation will be submitted within 6 months of the completion of the project but  
27 not to exceed 5 years from date of disbursement.

28  
29 *Fiscal Note: \$500,000 in expense will be appropriated from the Spirit Fund, which will reduce its balance by*  
30 *that same amount.*

31 Respectfully submitted by:

32 **ARPA STRATEGY AND OUTCOMES COMMISSION**

33  
34 Commission Vote: **6-1, 1 abstain, 1 absent**

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

37 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

# Agenda Item Report



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

DATE: 10/13/2023  
FROM: Winnebago County Executive's Office  
RE: Christine Ann Domestic Abuse Services, Inc acquiring additional residential space in the amount of up to \$1,000,000.

## **General Description:**

Proposal for Christine Ann Domestic Abuse Services Request for \$1 million as part of a larger \$6.3 million initiative to acquire the building at 240 Algoma Blvd for use as emergency shelter capacity, transitional housing, and provide space for expanded community partnerships, utilizing American Rescue Plan Act (ARPA) Strategy and Outcomes Commission.

## **Action Requested:**

Direction to draft a resolution releasing a single grant issued to Christine Ann Domestic Abuse Services to aid in purchasing expanded housing facilities.

## **Procedural Steps:**

Committee of Jurisdiction: ARPA Strategy & Outcomes Commission      Meeting date: 10/20/2023

## **Background:**

Christine Ann Domestic Abuse Services mission is to, "Empower individuals and families through education, safety and support, and lead the community to reduce the incidents and the effects of domestic abuse and dating violence." Since being established in 1984, Christine Ann Domestic Abuse Services has educated the community on the dynamics of abuse and fought against domestic violence, by providing resource and a safe space for individuals and families to escape dangerous relationships and environments.

Christine Ann Domestic Abuse Services currently has one bedroom that sleeps 7 and two that sleep 5; the other seven are limited to 2-4 individuals. This limits the number of large families that can have in shelter at once.

- Only 3 of the 10 bedrooms are ADA accessible, which limits the number of disabled, older, and pregnant survivors the organization can accept.
- Families are provided their own room, while single adults of the same gender may share a room. While all bedrooms have their own bathroom, guests share kitchen, living room, and play spaces. Communal living often results in tension among residents during an already difficult time.
- In a 2019 survey, 50% of survivors said they would not consider shelter if they could not take their pet with them (<https://urinc.org/palsreport/>). The organization cannot accommodate pets due to their current communal living structure, so several survivors each year choose not to come because they don't want to leave their pet with the abuser. The organization believes even more never call in the first place, knowing they don't accept pets.

The Beach Building addresses all of the organization's current facility limitations. The 3-story, 36,000 sq. ft., fully ADA compliant Beach Building will become Christine Ann's new home in fall 2024.

- First-floor renovations will create a waiting room & reception desk, staff & community partner

offices, conference & meeting rooms, and a community kitchen & dining area.

- The 11 turnkey apartments on the 2nd floor will be emergency shelter, increasing bed capacity from 37 to 60.
- The 11 turnkey apartments on the 3rd floor will be transitional housing for up to 2 years, along with case management, to help survivors build the life skills and self-sufficiency they need to break generational cycles of abuse and poverty.
- Dedicated community partner offices will provide space for outside agencies to hold office hours, increasing client access to a variety of community supports and avoiding duplication of services.
- A large community conference room will be used for training local law enforcement, business, faith groups, and community organizations about domestic abuse and other services.

**Policy Discussion:**

The commission has recognized Government Identified Community Projects that support or enhance county services:

- 1) Christine Ann Domestic Abuse Services routinely collaborates and provides resources to Winnebago County Human Services, Public Health, Sheriff's Department, and the District Attorney's Office.
- 2) Christine Ann Domestic Abuse Services' current facility at 206 Algoma Blvd limits growth of the program, and purchasing the 3-story, 36,000 sq. ft., fully ADA compliant Beach Building will allow for increased access and programmatic flexibility
- 3) Based projected purchase price, the following amounts represent a percentage of the purchase:

**Attachments:**

**Christine Ann Domestic Abuse Services – overview of project and financials**  
**Prepared by Kate Pfaendtner – 3<sup>rd</sup> party citizen review team**

*Project overview:*

- Purchase the Beach Building with:
  - Administration on the ground floor
  - Floors 2 & 3 are turn-key apartments, 11 apartments per floor
  - Floor 2 is for emergency occupancy
  - Floor 3 is for transitional housing
- The completed project will double the current capacity
- The current facility has been sold to Solutions Recovery for \$1M

*Timeline for the project:*

- Take possession of the Beach building in January 2024
- Construction begins March 2024 at which point they project to have 80% of the funds raised
- Completion of the project and move-in are expected in Sept 2024

*Statistics:*

- *Where are they (currently) in the stage of their project?*
  - They will close on the Beach Building in January 2024
  - They have secured a buyer (solutions Recovery) for their current facility
- *How many individuals specific to Winnebago county will this serve. (Many gave the total number served by the organization.)*
  - 600 people were served in 2022
  - 80% are from Winnebago County (500 people)
  - 10% from Green Lake
- *What is the budget for the capital expansion?*
  - \$6.3M including \$3.5M of renovations
    - 1st floor offices and meeting rooms
    - secure the 1st floor which has 4 doors to and the drive-thru window (from the bakery) to secure
- *What other funding have they secured/anticipate securing?*
  - \$4.2M pledged which is 67%
  - including \$1M from the sale of the current facility
  - They will increase their fundraising events
- *How far are they to their goal?*
  - Of \$6.3M necessary, there is \$4.2M pledged which is 67%
- *Why did they decide to (build new vs. expand existing, expand existing vs. build new, purchase an existing vs. build... whatever the situation)?*
  - They will be able to double their current capacity
  - They will add transitional housing
  - They will be eligible for new grants due to the additional of transitional housing
  - Pets will be able to join the families which will provide private funding opportunities for donors with that focus
- *Have they received other ARPA funding from another city/county to support this project?*



- City of Oshkosh block grant \$150K
- City of Oshkosh ARPA pledge \$350K
- Green Lake ARPA funds \$25K in process
- *Review the past 3 years of financials/990's (either pull them from Guidestar or have them send them to you).*
  - *Are there any concerns or unexplained concerns that may infer financial struggles?*

**No,** they have wonderful support from the community, donors, the City of Oshkosh, Community Foundations and more

- *Do they have an endowment or investments showing the ability to withstand a financial crisis?*

\$3.2M with 1 at the Fox Cities Community Foundation and 2 at the Oshkosh Area Community Foundation (all with specific restrictions on their use)

- *Would you feel comfortable donating to this organization based on their financial health?*

**Absolutely**

- *Since all of these are capital projects, how will this affect their operational budget? (ie: will they need to Increased staffing, will they have a loan payment, increase to utilities...*

- Staff additions:

+\$200/operating costs, mostly staff

1 full time staff advocate for the transitional housing component

part time staff to cover reception

- \$37K/year for utilities

the remodel that the current owner did to create the apartments on floors 2 & 3 included new HVAC units which include electronic thermostats in all of the units

- *What is the plan for covering the increased costs long term?*

increased fundraising events

additional grant applications which include new eligibility due to the transitional housing component

- *What is the plan if the Spirit funds would not be approved by the County Board? (because unfortunately, that could be the reality)*
  - Would they move forward with the project, if so, how else would they fund it?

There were unexpected bequests of \$750K set aside years ago that have not been used. The plan was to keep them in reserve for programming and unexpected costs. Those funds could be used if there were a fundraising shortfall.

- *Would the project NOT move forward.*

That was not discussed. It will move forward.

**RESOLUTION: Approving \$500,000 from the Spirit Fund's Government Identified Community Projects Category to Renovate and Expand St. Vincent de Paul Neenah Menasha**

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

**WHEREAS**, Feeding America Eastern WI (hereinafter "Feeding America") shows food insecurity rates around 7.5% in Winnebago County, with 57.8% of the Menasha School District and 34.7% of the Neenah School District students on free and reduced lunch; and

**WHEREAS**, Feeding America has also identified a need for a food pantry in the Neenah area; and

**WHEREAS**, St. Vincent de Paul has been unable to make the impact the community needs given the food pantry being relegated to a small corner of the store; and

**WHEREAS**, currently, St. Vincent de Paul has one, standard size house freezer, which makes it impossible to store meat, dairy, and other frozen products in any significant quantity; and

**WHEREAS**, St. Vincent de Paul has purchased a larger, adjoining space to make the food pantry larger and have a private entrance, but there is still a need to purchase walk-in coolers and freezers and increase storage capacity. These purchases will allow St. Vincent's to expand their services to more families and address food insecurity in the community, build up families' resiliency, and increase the availability of volunteer hours for community members to give back to their community.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that \$500,000 from the Spirit Fund's Government Identified Community Project category be approved to renovate and expand St. Vincent de Paul Neenah Menasha, *and contingent on St Vincent de Paul remaining committed to its mission to strengthen the lives of individuals, families, and the community.*

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that upon completion, St. Vincent de Paul Neenah Menasha will submit supporting documentation to the Winnebago County Finance Director outlining the expenditures. The documentation will be submitted within 6 months of the completion of the project but not to exceed 5 years from date of disbursement.

*Fiscal Note: \$500,000 in expense will be appropriated from the Spirit Fund, which will reduce its balance by that same amount.*

Respectfully submitted by:

**ARPA STRATEGY AND OUTCOMES COMMISSION**

Commission Vote: **7-1, 1 absent**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

# Agenda Item Report



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

DATE: 10/23/2023  
FROM: Winnebago County Executive's Office  
RE: St Vincent de Paul Neenah/Menasha Building Renovation/Expansion Request for \$1,076,000

## **General Description:**

St Vincent de Paul of Neenah/Menasha has purchased the 27,000 sq ft space adjoining the current facility to make the pantry larger and more convenient for customers

## **Action Requested:**

Direction to draft a resolution releasing a single grant issued to St Vincent de Paul of Neenah/Menasha for use in funding the renovation/expansion of the food pantry, walk-in freezers, and storage space.

## **Procedural Steps:**

Committee of Jurisdiction: ARPA Strategy & Outcomes Commission Meeting date: 11/07/2023

## **Background:**

Feeding America Eastern WI shows food insecurity rates around 7.5% in Winnebago with Menasha school district and Neenah school district students on free and reduced lunch at 57.8% and 34.7% respectively. Feeding America has also identified a need for a food pantry in the Neenah area, which is in direct correlation with the "Health and Human Services" initiative and the "Quality of Life" and "Emergency Response" Projects of the SPIRIT Funds. Currently residing in a small corner of the store, the organization has not been able to meet the full and increasing community needs they see. The layout only allows seven people in the pantry at a time. As people come to the pantry, they're forced to wait in the retail part of the store, which causes feelings of "otherness" and wears down a person's sense of dignity, something they want to build up, not tear down.

The organization has also run into storage issues. Current building and shelf capacity limits what kinds of food and how much of product can be accepted and distributed. The organization doesn't have the ability to take in and store fresh fruit and vegetables. Currently, they have one, standard size house freezer, which is incapable of taking in and storing meat, dairy, and other frozen products. The organization wants to encourage healthy choices, something all people should have the right to, not just those who can afford it.

Recently, the organization was able to purchase a larger, adjoining space (27,000 sq ft) to St Vincent de Paul Neenah Menasha to make the pantry larger and have a private entrance, but still needs to get the space up and running. With SPIRIT funds, they plan to 1) purchase walk-in freezer and increase storage capacity to allow them to accept all food and hygiene products; 2) expand the ability to take in more families at once to address food insecurity in the community; 3) build up families' resiliency and; 4) increase the availability of volunteer hours for community members to give back to their community.

## **Policy Discussion:**

The commission has identified food insecurity and hunger as direct results of the Covid 19 pandemic and ensuing economic impact throughout the county. By granting funds between the discussed amounts of

\$250,000 to \$500,000, St Vincent de Paul will be able to devote greater resources and time toward acquiring food and serving the community. The total project cost is \$1,076,000.  
\$269,000 = 25%                      \$538,000 = 50%                      \$807,000 = 75%

**Attachments:**

Spirit Fund Application Response

**St. Vincent de Paul – Neenah Menasha – overview of project and financials**

**Prepared by Peter Dulclamara – 3<sup>rd</sup> party citizen review team**

*\*It should also be noted that SVdP is not supported by the Catholic diocese or any other religious entity.*

- *Where are you (currently) in the stage of your project?*
  - They are near completion. They are 3 weeks away from their grand opening on November 16th.
- *How many individuals specific to Winnebago county will this serve.*
  - They have 1,937 individuals registered that use the pantry.
- *What is the budget for the capital expansion?*
  - The total budget for the capital expansion is \$1,076,084.
- *What other funding have you secured/anticipate securing?*
  - They have taken out a mortgage with Community First Credit Union.
- *How far to the goal are you?*
  - They have had some corporate and individual sponsorship and are currently \$800,000 away from their funding goal.
- *Why did you decide to (build new vs. expand existing, expand existing vs. build new, purchase an existing vs. build... whatever the situation)?*
  - They purchased the existing building adjacent to their existing facility and expanded into it with renovations.
- *Have you received other ARPA funding from another city/county to support this project?*
  - No. \*they only serve residents of Neenah/Menasha
- *Could I get the past 3 years of financials/990's?*
  - I have these and will bring them to your office.
- *If this capital project goes forward, how will this affect your operational budget? (ie: will you need to Increase staffing, will you have a loan payment, increase to utilities...what is the plan for covering the increased costs long term?*
  - They have the operating budget to cover any additional expense that will come as a result of the capital expansion and are not seeking funding for operational costs only to pay for the mortgage to help cover the capital cost.
- *What is the plan if the Spirit funds would not be approved by the County Board? (because unfortunately, that could be the reality).*
  - The project has already moved forward. They would like to use these funds to pay their mortgage so that they can use this offset to supply more food to those that need it.

*Based on what I saw and heard from Jeremy Pingel and Heather Clohessy from St. Vincent de Paul Neenah/Menasha, I strongly endorse their request for funding.*

1 284-112023

2  
3 **RESOLUTION: Requesting \$314,600 of the Spirit Fund to be Appropriated for**  
4 **Construction that Removes Existing Officer's Stations from Direct**  
5 **Supervision One and Direct Supervision Two and Combines the Officer's**  
6 **Area in the Existing Program Rooms**  
7

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

10 **WHEREAS**, the current Direct Supervision Housing Units place the deputies directly in pods with the inmates  
11 offering no separation; and

12 **WHEREAS**, combination of the officer's areas in the Direct Supervision Housing Units will provide the same  
13 protection afforded in other assignment areas; and

14 **WHEREAS**, the workload will be shared by the deputies assigned to the Direct Supervision Housing Units; and

15 **WHEREAS**, this construction will eliminate the need for other staff to assist thereby allowing for flexibility of  
16 staffing and potentially reducing overtime needs for the facility; and

17 **WHEREAS**, the cost of the engineering, demolition, and relocation totals \$314,600.  
18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 appropriates \$314,600 of Spirit Funds dollars to be used to pay for the engineering, demolition, relocation, and  
21 construction of the Direct Supervision One and Direct Supervision Two Housing Units and combine the officer's  
22 areas in the existing Programs Rooms.  
23

24 *Fiscal Note:\$314,600 in expenses will be appropriated from the Spirit Fund which will reduce its balance by*  
25 *the same amount.*

26  
27 Respectfully submitted by:

28 **ARPA STRATEGY AND OUTCOMES COMMISSION**

29 Commission Vote: **8-0, 1 absent**

30  
31 Vote Required for Passage: **Two-Thirds of Membership**  
32

33 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.  
34

35 \_\_\_\_\_  
36 Jonathan D. Doemel  
37 Winnebago County Executive

# Agenda Item Report



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

DATE: October 11, 2023

FROM: Sheriff John Matz

RE: Direct Supervision Officer's Stations Relocation

## **General Description:**

Request \$314,600 of the Spirit Fund to be appropriated for construction that removes existing officer's stations from Direct Supervision One and Direct Supervision Two and combines the officer's area in the existing Programs Rooms.

## **Action Requested:**

Motion to approve resolution and budget transfer from the Spirit Funds for \$314,600.

## **Procedural Steps:**

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

ARPA Strategy and Outcomes Commission \_\_\_\_\_ Meeting date: 10/20/23

Action taken: APPROVED \_\_\_\_\_ Vote: 7-1

County Board \_\_\_\_\_ Meeting date: 11/21/23

## **Background:**

The Winnebago County Jail has six housing pods within the facility. Three pods are in-direct supervision, with the inmates separated from the deputy by glass and lockable cells in each smaller unit within the pod. The other three units are direct supervision. In these units, the deputies are stationed in the housing unit with up to 68 inmates without separation. Each of the six housing is staffed by one deputy 24 hours daily.

During the pandemic, we saw increase in deputy vacancies due to illness. Inmates that had tested positive or had been exposed were housed in Direct Supervision One and Two to provide enough room to separate the populations. Deputies were regularly exposed in this environment increasing the chance of deputies being out with illness. Moving the officer's station to the current Programs Room adds a layer of separation and protection.

In 2023, the Winnebago County Jail has carried up to 15 Corrections Deputy vacancies. These vacancies have required staff to work extra hours and brought about discussions for a better work environment, how to best utilize our staffing, and how to reduce workload.

One area often mentioned is the deputy isolation while working in the pods. In looking at the layout of the building, the only areas in the facility that can combine deputy areas are Direct Supervision One and Direct Supervision Two. Those two pods share a wall between the Program's Rooms. Adding a door between the housing units would allow a shared deputy space. These two deputies could assist one another in all duties, eliminating the need for additional staff. This would enable staffing to be flexible

and eliminate potential vacancies filled by overtime. This savings is estimated at around \$40,000 and will be reflected in the 2024 Budget.

Winnebago County Facilities has secured bids for architecture to engineer the pass-through in the connecting wall as well as the demolition of the current officer's stations.

The purchase will be for the following:

- Hiring of an Architecture for engineering
- Hiring of a company to complete the demolition and door construction
- Moving of cabling and wiring
- Moving of fire alarm panel system

The cost of architecture was estimated at \$26,000.

The cost of demolition and relocation was estimated by Facilities at \$260,000.

The total cost of the project with a 10% contingency fund would be \$314,600.

### **Policy Discussion:**

The American Rescue Plan created the \$350 billion Coronavirus Fiscal Recovery Fund (CFRF), and is intended to provide flexible funding to support COVID-19 response efforts by replacing lost public sector revenue and strengthening support for vital public services. Sections 602(c)(1)(C) and 603(c)(1)(C) of the Act provide recipients with broad latitude to use the Fiscal Recovery Funds for the provision of government services. The Final Rule issued by the US Department of the Treasury 31 CFR Part 35 states that the category of *government services* includes (in part) the provision of police, fire, and other public safety services.

Justifiably, these broad criteria allow for the use of ARPA funds to relocate and combine the officer's stations. This project is for the benefit of both the deputies and inmates to support protections from another pandemic-type illness, ensuring the essential staff exposure risks are minimized. Combining the workload of the two housing units allows for cost savings in labor for the County.

### **Attachments:**

Attachment 1-Resolution



3 **RESOLUTION:** Amend Sections 23.0, 23.1, 24.0 and Create Sections 23.2 and 26.0 of the Rules of the  
4 Winnebago County Board of Supervisors to Create **Seven** Standing Committees and **Two**  
5 Major Boards, and Make the Legislative Committee a Special Committee  
6

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

8 **WHEREAS**, Resolution 30-042022 provided in pertinent part, "All Winnebago County Board of Supervisors  
9 rule changes affecting committee structure shall be postponed to a later time and the Winnebago County Board of  
10 Supervisors shall adhere to the usually organizational majority voting requirement at said meeting(s)"; and

11 **WHEREAS**, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March  
12 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

13 **WHEREAS**, the current structure consists of twelve standing committees and three boards associated with  
14 large departments; and

15 **WHEREAS**, the Task Force members have spoken with other counties and asked for feedback from the  
16 Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

17 **WHEREAS**, the Task Force has reviewed the responses; and

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it amends  
19 sections 23.0, 23.1, 24.0 and creates sections 23.2 and 26.0 of the Rules of the Winnebago County Board of  
20 Supervisors to create seven standing committees and two major boards, and make the Legislative Committee a  
21 special committee with the wording below:

22 **23.0 STANDING COMMITTEES AND MAJOR BOARDS**

23 **23.1 Standing Committees of the Winnebago County Board**

24 **A) Public Works**

25 This committee consists of 5 6 County Board Supervisors.

26 **B) Judiciary and Public Safety**

27 This committee consists of 5 County Board Supervisors.

28 **C) Finance and Administration**

29 This committee consists of 5 County Board Supervisors.

30 **D) Natural Resources**

31 This committee consists of 5 County Board Supervisors

32 **E) Planning and Zoning**

33 This committee consists of 5 County Board Supervisors

34 **F) Aviation**

35 This committee consists of 5 County Board Supervisors

36 **G) Land Conservation**

37 This Committee consists of 5 County Board Supervisors and two citizen members, one who is a  
38 person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7.

40 **23.2 Major Boards of the Winnebago County Board**

41 **A) Solid Waste Management Board**

43 This Board consists of five Winnebago County Board Supervisors and four citizen members, all  
44 appointed for three-year terms by the Winnebago County Executive and confirmed by the Winnebago County Board  
45 of Supervisors. Membership includes: two members from the Neenah-Menasha area, two members from the  
46 Oshkosh area, one member from the North/Central area, one member from the South/Central area, one member  
47 from the Western area, two members at large.

48 B) Health and Human Services Board

49 This Board consists of ~~six~~ five Winnebago County Board Supervisors and ~~three~~ four citizen members  
50 appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. At  
51 least one member of the Board should be a physician and registered nurse, and if unable to locate, a good faith effort  
52 to appoint a physician assistant and nurse practitioner, or both. Additionally, one member shall be an individual who  
53 receives or has received services from the Human Services departments or a family member of the same.  
54 Additionally, an at large member shall be named.

55 **24.0 GENERAL DUTIES OF STANDING COMMITTEES AND MAJOR BOARDS**

56 **24.1 NATURAL RESOURCES COMMITTEE**

57 The committee consists of five Winnebago County Board Supervisors. At least two members of this  
58 Committee are members of the Land Conservation Committee. The committee:

- 59 A. The committee reviews policy issues relating to the Winnebago County University Extension Program,  
60 Winnebago County Library Services, and the Winnebago County Fair, Winnebago County parks and  
61 recreation areas, including boat landings, recreational greenways, general parkland, Sunnyview  
62 Exposition Center, and associated programs and wildlife preservation areas and shall **advise** and  
63 recommend appropriate policy goals and legislative actions to be taken by the Winnebago County Board.  
64 B. The committee establishes procedure and makes recommendations to the Winnebago County Board of  
65 Supervisors as to the award of college scholarships from the College Scholarship Fund to students who  
66 are Winnebago County residents.  
67 C. Two members of this committee shall function as Winnebago County members of the Board of Trustees  
68 of The University of Wisconsin – Fox Valley campus.

69 Wis. Stats. 59.56

70 **24.2 AVIATION COMMITTEE**

71 The committee consists of five Winnebago County Board Supervisors. The committee reviews policy issues  
72 relating to Wittman Regional Airport and other aviation matters of concern to Winnebago County and **shall advise**  
73 **and recommend** appropriate policy goals and legislative action to be taken by the Winnebago County Board.

74 **24.3 PUBLIC WORKS COMMITTEE**

75 The committee consists of ~~five~~ six Winnebago County Board Supervisors. Pursuant to Wis Stat. 83.015(1)(c)  
76 members of the Public Works Committee shall be appointed and hold office in the same manner as provided for  
77 other standing committees. The committee:

- 78 A. Makes and reviews policy relating to the Winnebago County Highway Department and other highway  
79 matters of concern to Winnebago County and shall advise and recommend appropriate policy goals and  
80 legislative action to be taken by the Winnebago County Board.  
81 B. Reviews policy issues and goals relating to the Winnebago County Facilities and Property Management  
82 Department and all Winnebago County owned or leased facilities and develops long range plans for

buildings, grounds, and office space and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.

C. The committee shall have the duties and responsibilities of a county highway committee under Section 83.015 Wis. Stats.

Wis. Stat. 83.015.

#### **24.4 PLANNING AND ZONING COMMITTEE**

The committee consists of five Winnebago County Board Supervisors, at least one but not more than two from an incorporated area. The committee:

- A. Reviews policy issues relating to the Winnebago County Planning and Zoning Department and Winnebago County Register of Deeds and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Determines the broad outlines and principles governing the administrative powers and duties specified in Wis. Stat. 59.69, and is a quasi-judicial body with decision-making power including, but not limited to conditional use, planned unit development and rezoning.
- C. Bears responsibility for all matters of procedure relating to the Winnebago County Zoning Ordinance including but not limited to basic zoning provisions, floodplain/shoreland provisions and airport zoning provisions, except those designated to Zoning Board of Adjustment's jurisdiction.
- D. Creates and maintains Winnebago County's development plan.

Wis. Stats. 59.69, 59.694, 59.43

#### **24.5 JUDICIARY & PUBLIC SAFETY COMMITTEE**

The committee consists of five Winnebago County Board Supervisors. The committee:

- A. Reviews policy issues relating to the Office of the Winnebago County Clerk of Courts, Winnebago County Sheriff's Office, Winnebago County District Attorney's Office, Winnebago County Medical Examiner's Office, Winnebago County Corporation Counsel, Winnebago County Family Court Commissioner, Winnebago County Court Commissioners, Winnebago County Emergency Management Department, and Winnebago County Child Support Office and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Submits recommendations for Winnebago County Board rules to be considered at the Winnebago County Board organization meeting or at other Winnebago County Board meetings.
- C. Submits recommendations for apportionment of supervisory districts in Winnebago County.

Wis. Stat. 323.14

#### **24.6 FINANCE AND ADMINISTRATION COMMITTEE**

The committee consists of five Winnebago County Board Supervisors. The committee:

- A. Reviews policy issues relating to the Winnebago County Department of Administration, Winnebago County Treasurer's Office, Winnebago County Finance Department, Winnebago County Human Resources Department, Winnebago County Clerk's Office, and Winnebago County Information Technology Department and shall advise and recommend appropriate policy goals and legislative action to be taken by the Winnebago County Board.
- B. Receives all personnel requests for study and recommendation.

122 C. Reviews proposed personnel policies and amendments as submitted by the Director of Human Resources  
123 and Winnebago County Executive and submits recommendations to the Winnebago County Board for consideration  
124 and legislative action.

125 D. Reviews personnel actions in all Winnebago County departments as reported by the Director of Human  
126 Resources.

127 E. Recommends to the Winnebago County Board, prior to the earliest time for filing nomination papers, a  
128 salary schedule for elected officials, appointed officials and other employees of Winnebago County unless otherwise  
129 determined by agreement or law.

130 F. Authorizes budgetary alterations as permitted in Wis Stat. 65.90(5) in any of the following situations:

- 131 1. A transfer of funds between budgeted items of an individual county department if such budgeted  
132 items have been separately appropriated, and
- 133 2. Supplementation of appropriations for a particular office or department by transfer from the  
134 Contingency Fund. The limitation on the dollar amount set aside in the budgetary alteration shall  
135 be the amount set aside in the Contingency Fund or the sum of \$40,000.00, whichever is the  
136 lesser sum, and
- 137 3. Notwithstanding subsection (2), above, to accept gifts for any Winnebago County Department and  
138 appropriate monies received from said gifts to their intended purpose provided that the total  
139 amount of said appropriation does not exceed 10% of the total amount of funds budgeted for such  
140 office department or activity for that budgetary year.

141 The committee may refuse to authorize a budgetary alteration in whole or in part or may grant any such alteration  
142 conditionally as it deems appropriate.

143 G. Reviews all financial reports submitted to the Winnebago County Board by the Winnebago County  
144 Executive, by Winnebago County officials and by auditors retained by Winnebago County. (The County Executive is  
145 charged with the responsibility to examine, settle and allow all general accounts against Winnebago County and to  
146 have issued Winnebago County orders therefor.)

147 H. Advises the Winnebago County Director of Finance and Winnebago County Executive in the matter of  
148 investment of county funds and reports to the Winnebago County Board from time to time regarding Winnebago  
149 County finances.

150 I. Examines all claims filed against Winnebago County for illegal taxes of any kind and shall make a report to  
151 the Winnebago County Board and submit a recommendation on all matters pertaining to illegal taxes.

152 J. Performs such responsibilities as are indicated in Sec. 3.03 of the Winnebago County General Code  
153 concerning properties taken by Winnebago County by tax deed.

154 K. Advises with the Winnebago County Director of Administration and Winnebago County Executive in  
155 matters establishing appropriate insurance coverages for Winnebago County.

156 L. Reviews all claims filed against Winnebago County pursuant to Wis Stats. 59.76 and Sec. 893.80 and  
157 submits its recommendation to the Winnebago County Board for consideration and legislative action. Submits an  
158 annual report on the disposition of all claims.

159 M. Reviews and adopts affirmative action plans submitted by the Affirmative Action Commission.

160 N. Studies, recommends, and forwards all grant applications acceptances to the Winnebago County Board.

161 ~~O. Reviews all proposals and needs relating to Winnebago County's present and future information systems~~  
162 ~~and technologies related thereto.~~

163                   **24.7 LAND CONSERVATION COMMITTEE**

164                   Land Conservation consists of 5 Winnebago County Board Supervisors and two citizen members, one who is  
165 a person engaged in an agricultural use as defined under Wis. Stat 91.01(2)(a)1-7. Two members shall be members  
166 of the **Natural Resources** Committee. **The Winnebago County Board shall designate a representative from the**  
167 **Winnebago County Planning and Zoning Committee and the Winnebago County Solid Waste Management Board.**

168                   The committee:

169                   **A. Is a policy making body determining the broad outlines and principles governing administration of**  
170                   **Winnebago County soil and water conservation. The committee reviews policy issues relating to the**  
171                   **Winnebago County soil and water conservation programs and shall advise and recommend appropriate**  
172                   **policy goals and legislative action to be taken by the Winnebago County Board.**

173                   ~~B. Is the committee of jurisdiction for the Land and Water Conservation Department.~~

174                   B. Develops and adopts standards and specifications for management practices to control erosion,  
175 sedimentation, and nonpoint source water pollution throughout Winnebago County.

176                   C. Distributes and allocates federal, state and county funds made available to the committee for cost  
177 sharing programs or other incentive programs for improvements and practices relating to soil and water conservation  
178 on private or public lands.

179                   D. Carries out prevention and control measures and works of improvement for flood prevention and for  
180 conservation, development, utilization and control of water within Winnebago County. These preventative and control  
181 measures and works of improvement may be carried out on lands owned or controlled by that state or any of its  
182 agencies, with the cooperation of the agency administering and having jurisdiction of the land, and on any other  
183 lands within Winnebago County upon obtaining the consent of the landowner or the necessary rights or interests in  
184 the land.

185                   E. Prepares long range plans which include inventories of natural resources in Winnebago County, a  
186 description of present natural resource uses and a projection of future trends, an assessment of resource  
187 conservation problems in relation to use practices and actions necessary to correct those problems including specific  
188 goals and provisions for the development, management, and conservation of soil, water and related natural  
189 resources.

190                   F. Enters into agreements with, or furnishes financial, technical, planning, or other assistance to any  
191 agency,  
192 governmental or otherwise, or any landowner, or land user, within the incorporated or unincorporated parts of  
193 Winnebago County, in carrying out resource conservation operations and works of improvement for flood prevention  
194 or for the conservation, development, utilization and protection of soil and water resources within Winnebago County.

195                   G. Encourages soil and water conservation research and educational information and public service  
196 outreach programs.

197                   Wis. Stats. 92.06, 92.07, and 92.09

198  
199  
200                   **24.8 HEALTH AND HUMAN SERVICES BOARD**  
201

202           The Health and Human Services Board includes ~~six~~ five Winnebago County Board Supervisors and ~~three~~  
203 four citizen members who are appointed by the Winnebago County Executive and confirmed by the Winnebago  
204 County Board of Supervisors.

205           A. The Board determines the broad outlines, principles and policies governing the administration and scope  
206 of the health and human services array of public health, human services, nursing home services, veteran  
207 services, and recommends budgetary and legislative action to be taken by the Winnebago County Board as it  
208 relates to the departments under its jurisdiction.

209           B. The Health and Human Services Board is authorized to act as the Winnebago County Board of Health  
210 pursuant to Wis. Stat. 251.03(1)

211 Wis. Stats. 46.23(4), 45.81 and 251.03.

## 212           **24. 9 SOLID WASTE MANAGEMENT BOARD**

213           This Board consists of nine members, five of whom are Winnebago County Board Supervisors and four  
214 citizen members, all appointed by the Winnebago County Executive and confirmed by the Winnebago County Board  
215 of Supervisors. ~~Subject to the rules and regulations established and amended by the Winnebago County Board and~~  
216 ~~the Winnebago County Executive in their respective areas of responsibility,~~ the Solid Waste Management Board:

217           a) Develops a plan for a solid waste management system.

218           b) Collects, transports, disposes of, destroys or transforms wastes, including without limitation because of  
219 enumeration, garbage, ashes or incinerator residue, municipal, domestic, agricultural, industrial and commercial  
220 rubbish, waste or refuse material, including explosives, pathological wastes, chemical wastes, herbicide and  
221 pesticide wastes.

222           c) Acquires lands within Winnebago County by purchase, lease, donation or eminent domain for use in the  
223 solid waste management system.

224           d) Authorizes employees or agents to enter upon lands to conduct reasonable and necessary investigations  
225 and tests to determine the suitability of sites for solid waste management activities whenever permission is obtained  
226 from the property owner.

227           e) Acquires by purchase, lease, donation or eminent domain such easements or other limited interests in  
228 lands as are desired or needed to assure compatible land uses in the environs of any site that is part of the solid  
229 waste disposal system.

230           f) Establishes operations and methods of waste management that are considered appropriate. Waste burial  
231 operations shall be in accordance with sanitary landfill methods and the sites shall, insofar as is practicable, be  
232 restored and made suitable for attractive recreational or productive use upon completion of waste disposal  
233 operations.

234           g) Acquires necessary equipment, uses equipment and facilities of the Winnebago County Highway  
235 Department; and constructs, equips and operates incinerators or other structures to be used in the solid waste  
236 management system.

237           h) Adopts and enforces ordinances necessary for the conduct of the solid waste management system and  
238 provides forfeitures for violations.

239           i) Contracts with private collectors or transporters or municipalities to receive and dispose of wastes.

240           j) Engages in, sponsors or co-sponsors research and demonstration projects intended to improve the  
241 techniques of solid waste management or to increase the extent of reuse or recycling of materials and resources  
242 included within the wastes.



243 k) Accepts funds derived from state or federal grant or assistance programs and enters into necessary  
244 contracts or agreements.

245 l) Appropriates funds and levy taxes to provide funds for acquisition or lease of sites, easements, necessary  
246 facilities and equipment and for all other costs required for the Solid Waste Management System except that no  
247 municipalities which operates its own solid waste collection management program under Wis. Stat. 287.09(2)(a) or  
248 waste collection and disposal facility or property therein shall be subject to any tax levied hereunder to cover the cost  
249 of operation of these functions. Such appropriations may be treated as a revolving capital fund to be reimbursed from  
250 proceeds of the system.

251 m) Makes payments to any municipality in which Winnebago County disposal sites or facilities are located to  
252 cover the reasonable costs of services rendered to such sites or facilities.

253 n) Charges or assesses reasonable fees, approximately commensurate with the costs of services rendered  
254 to persons using the services of the Winnebago County Solid Waste Management System. Fees may include a  
255 reasonable charge for depreciation which shall create a reserve for future capital outlays for waste disposal facilities  
256 or equipment. All assessments for liquid waste shall be assessed by volume.

257 o) Creates service districts which provides different types of solid waste collection or disposal services.  
258 Different regulations and cost allocations may be applied to each service district. Costs allocated to such service  
259 districts may be provided by general tax upon the property of the respective districts or by allocation of charges to the  
260 municipalities whose territory is included within such districts.

261 p) Utilizes or disposes of by sale or otherwise any and all products or by-products of the solid waste  
262 management system.

263 q) Imposes fees, in addition to the fees imposed under Wis. Stat. 289, upon persons who dispose of solid  
264 waste at publicly owned solid waste disposal sites in Winnebago County for the purpose of cleaning up closed or  
265 abandoned solid waste disposal sites within Winnebago County, subject to all of the following conditions:

266 1. The fees are based on the amount of solid waste that is disposed of by each person.

267 2. The fees may not exceed 20 percent of the amount that is charged for the disposal of the solid waste.

268 3. The effective date of the fees and any increase in the fees is January 1 and such effective date is at least  
269 120 days after the date on which the board adopts the fee increase.

270 4. The cleanup of the site is conducted under the supervision of the department of natural resources.

271 5. The board may prevent the implementation of, or may terminate, fees imposed by the solid waste  
272 management board.

273 Wis. Stat. 59.70(2)(3) and Winnebago County General Code 15.04.

## 274 **26.0 LEGISLATIVE COMMITTEE**

275 The Committee shall be composed of the Chairs of the Committees listed in Section 23.1 of these Rules, **the**  
276 **Chair of the Winnebago County Solid Waste Management Board, and Chair of the Winnebago County Health and**  
277 **Human Services Board**, as well as the County Board Chairperson, or the Vice Chairperson in the absence of the  
278 County Board Chairperson.

279 The Legislative Committee reviews proposed federal and state legislation and administrative regulations  
280 impacting Winnebago County and provides and informs area legislators and Wisconsin Legislative Committees of the  
281 recommendations of the Winnebago County Board. The Committee reports its actions and any pertinent information  
282 relating to legislation to the Winnebago County Board.

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**ORDINANCE: Amend Winnebago County General Code Section 11.01 (County Human Services Board) and Repeal Winnebago County General Code Section 11.06 (County Board of Health) To Create the Winnebago County Health and Human Services Board**

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

**WHEREAS**, the Ad Hoc Structure Review Task Force (hereafter "Task Force") was established in March 2023 to propose a right-sized suite of solutions for structure of the Winnebago County Board; and

**WHEREAS**, the Task Force members have spoken with other counties and asked for feedback from Winnebago County Board Supervisors and Winnebago County Department heads in the form of questionnaires; and

**WHEREAS**, the Task Force has reviewed the responses.

**WHEREAS**, the Task Force has determined that the best interests of Winnebago County align with having a Health and Human Services Board consisting of a combination of the currently existing Human Services Board and the Board of Health.

**NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:** that it hereby amends Sections 11.01 in its entirety of the Winnebago County General Code with the following language:

11.01 **WINNEBAGO COUNTY HEALTH AND HUMAN SERVICES BOARD:**

(1) Pursuant to Wis. Stats. 46.23(4), **251.03(1)**, there is established a Winnebago County **Health and Human Services Board**. **The Health and Human Services Board** shall have those powers and duties as enumerated in Wis. Stats. 46.23(5m)(m) **and 251.04(9)**.

(2) **MEMBERSHIP:** The Winnebago County **Health and Human Services Board** shall consist of nine (9) members, ~~Five (5) members of the Winnebago Health and Human Services Board shall be members of the Winnebago County Board of Supervisors. Of the four (4) remaining members of the Human Services Board, at least one (1) member shall be an individual who receives or has received human services or shall be a family member of such an individual. The remainder of the County Human Services Board members shall be consumers of services or citizens-at-large. No public or private provider of services may be appointed to the County Human Services Board.~~ **including six five Winnebago County Board Supervisors and three four citizen members appointed by the Winnebago County Executive and confirmed by the Winnebago County Board of Supervisors. At least one member of the Board should be a physician and registered nurse, and if unable to locate, a good faith effort shall be made to appoint a physician assistant and nurse practitioner, or both. Additionally, one member shall be an individual who receives or has received services from the Human Services departments or a family member of the same. Additionally, an at large member shall be named.**

(3) **APPOINTMENT:** ~~(a)~~ Appointment to the Winnebago County **Health and Human Services Board** shall be made by the Winnebago County Executive, subject to confirmation by the Winnebago County Board of Supervisors.

43 (4) TERM: ~~(a) All Members of the Winnebago County Health and Human Services Board shall serve a~~  
44 ~~staggered three (3) year term, with the terms of one-third of the members expiring on December 31st of each year. A~~  
45 ~~member who was appointed while a member of the Winnebago County Board of Supervisors who is not reelected to~~  
46 ~~that office may be removed from the Winnebago County Health and Human Services Board on due notice in writing.~~

47 ~~Three (3) of those members appointed to the Health and Human Services Board shall serve a term which~~  
48 ~~shall expire on December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board~~  
49 ~~shall serve a term which shall expire on December 31, 2003. The remaining three (3) members of the Health and~~  
50 ~~Human Services Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board~~  
51 ~~shall be filled as provided pursuant to Subsections (2) and (3) above. Members of the Health and Human Services~~  
52 ~~Board who are not members of the Winnebago County Board of Supervisors shall be entitled to a per diem and~~  
53 ~~expenses for attendance at Health and Human Services Board meetings in the same amounts as paid to those~~  
54 ~~persons who are members of the County Board of Supervisors.~~

55 (5) REMOVAL:

56 ~~(a) All members of the Winnebago County Human Services Board shall serve a term of three (3) years.~~  
57 ~~Three (3) of those members appointed to the Human Services Board shall serve a term which shall expire on~~  
58 ~~December 31, 2002. Three (3) of those members appointed to the Health and Human Services Board shall serve a~~  
59 ~~term which shall expire on December 31, 2003. The remaining three (3) members of the Health and Human Services~~  
60 ~~Board shall serve a term which shall expire on December 31, 2004. Vacancies within the Board shall be filled as~~  
61 ~~provided pursuant to Subsections (2) and (3) above. Members of the Human Services Board who are not members~~  
62 ~~of the County Board of Supervisors shall be entitled to a per diem and expenses for attendance at Human Services~~  
63 ~~Board meetings in the same amounts as paid to those persons who are members of the County Board of~~  
64 ~~Supervisors.~~

65 ~~(a) The resignation, non-election, or removal of a member of the Winnebago County Health and Human~~  
66 ~~Services Board from the Winnebago County Board of Supervisors shall automatically result in said person's~~  
67 ~~ineligibility and removal from the Winnebago County Health and Human Services Board.~~

68

69 (5) BUDGET

70 ~~The Winnebago County Health and Human Services Board shall prepare with the assistance of the Human~~  
71 ~~Services Director a proposed budget for submission to the Winnebago County Executive pursuant to Wis. Stat.~~  
72 ~~46.23(5m)(c)~~

73

74 (6) LICENSURE/CERTIFICATION OF HUMAN SERVICES BOARD MEMBERS

75 ~~(a) The Winnebago County Human Services Department shall not license or certify any member of the~~  
76 ~~Winnebago County Health and Human Services Board for any purpose during the term of that person upon the~~  
77 ~~Winnebago County Health and Human Services Board. Should a Winnebago County Health and Human Services~~  
78 ~~Board member apply to the Department of Human Services for certification or licensure, said application shall be~~  
79 ~~referred to an outside human services or social services agency for review and decision upon said application.~~

80

81 ~~(7) EFFECTIVE DATE: (a) This ordinance shall become effective on January 1, 2000~~

82



2  
3 **RESOLUTION: Amend Human Resources Policies to Adopt Paid Time Off (PTO) Plan**

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

7 **WHEREAS**, Winnebago County has for many years offered its regular employees benefit programs which  
8 include, among other things, vacation, paid holidays, floating holidays, paid sick leave, and funeral leave; and

9 **WHEREAS**, the labor markets have changed nationally and locally, making it more difficult for the county to  
10 attract and retain well-qualified employees, while those seeking positions have an increased level of interest in paid  
11 time off benefits; and

12 **WHEREAS**, the consultant hired by the county earlier this year recommended that the county evaluate and  
13 improve its paid time off benefits to be more competitive in the marketplace, and that benefits be made more  
14 consistent among different groups of employees; and

15 **WHEREAS**, by consolidating current policies regarding vacation, floating holidays, funeral leave, and sick  
16 leave into a combined paid time off (PTO) benefit, employment with the county can be made more attractive to  
17 prospective new employees, while existing employees will be encouraged to stay; and

18 **WHEREAS**, a new set of time off policies has been drafted, following extensive discussion with and feedback  
19 from department heads, managers, employees, and County Board members; and

20 **WHEREAS**, although there may be some impact on employee productivity due to increased paid time off,  
21 there is also expected to be a savings resulting from reduced employee turnover and better staffing levels.

22  
23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that, effective as of  
24 the end of the day on December 31, 2023, it hereby amends Human Resources Policies 13 – Family and Medical  
25 Leave, 15 – Unpaid Leave and Other Leaves of Absence, 17 – Vacation (to be renamed Paid Time Off (PTO)), 18 –  
26 Holidays, 20 – Income Continuation Benefits, 26 – Layoffs, and 27 – Termination of Employment by replacing those  
27 policies in their entirety with the attached new policies; and that the attached Transition Document is hereby adopted  
28 as a set of temporary policies in place until they expire on December 31, 2024.

29  
30 *Fiscal Note: There is no budget transfer required.*

31  
32 Respectfully submitted by:

33 **PERSONNEL AND FINANCE COMMITTEE**

34 Committee Vote: **5-0**

35  
36 Vote Required for Passage: **Majority of Members Present**

37  
38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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

# Agenda Item Report



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

DATE: October 26, 2023

FROM: Mark Habeck, Director of Human Resources

RE: PTO Policy

## **General Description:**

A proposed change to how employee time off benefits are handled. Currently the County has a traditional system of separate categories of time off including vacation, floating holiday, sick time, and funeral leave. The current system is inconsistent in benefit offerings throughout the workforce. This proposal would implement a consistent Paid Time Off (PTO) system consolidating time off into two banks: PTO and an Extended Leave Bank (ELB).

## **Action Requested:**

Approval of a resolution implementing the PTO system including multiple affected policies within the Human Resources Policy Manual and a separate Transition Document establishing special rules to facilitate changing systems.

## **Procedural Steps:**

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

Committee of Jurisdiction: P&F

Meeting date: 11/03/2023

Action taken: \_\_\_\_\_

Vote: \_\_\_\_\_

Other Committee: \_\_\_\_\_

Meeting date: \_\_\_\_\_

Action taken: \_\_\_\_\_

Vote: \_\_\_\_\_

County Board

Meeting date: 11/21/2023

## **Background:**

Compensation studies were conducted in 2016 and 2023 and each time recommendations had been made to either increase time off benefits under the current system or change completely and move to a PTO system. The current system was determined to be under market in relation to sick time and a bit behind the market in vacation. To streamline a variety of differences between departments and positions related to time off benefits, a new PTO system is being proposed. This system will position Winnebago County to offer competitive time off benefits that will enhance both recruitment and retention efforts.

After the study in 2016, a work group was formed that invested a significant amount of time and effort into reviewing time off benefits. No recommendations from that study regarding time off were implemented. After the most recent study was completed in 2023, several recommendations from the consultant were acted upon. This plan continues in trying to implement those recommendations.

Modifying the current system by adding additional sick leave and vacation time would still leave many identified issues unaddressed (such as a lack of uniform rules, inconsistencies between departments, and the administrative burden). However, PTO would provide a more comprehensive solution for all of

those issues and create a framework that could be adjusted in the future to stay current with the market. While there are still other benefits that will be considered in the future, this plan focuses on paid time off.

Part of the process in developing this proposal was gathering feedback from employees. After incorporating many of those suggestions and finalizing the proposal, we have received positive responses such as:

" I am hearing a lot of positive responses to the changes alongside a sense of being heard and valued."

"I think staff will see this as being heard and I appreciate that."

There was also an employee who spoke up at one of the meetings and described his experience at another employer. He said that this PTO plan was better than his previous employers.

As shared during the presentation to the County Board, 27% of Winnebago County's entire workforce is slotted to reach retirement age under WRS rules within the next 3 years. The ability to effectively recruit and retain talent will play a significant role in the ability to continue providing services to the community. Approving a change to PTO will provide a more competitive benefit and help in these areas.

#### **Policy Discussion:**

The proposed implementation of a PTO system would address the concerns identified above from both the 2016 and 2023 compensation studies. In addition, the proposed update:

- Eliminates many of the variations in time off benefits between departments and positions.
- Affords much greater flexibility to employees to use and bank time off based upon individual needs.
- Implements a bereavement system to replace funeral leave, which currently has strict definitions to qualify for usage.
- Provides a more competitive benefit to both attract new talent and retain current talent.
- Provides a system that is more easily administered and adjustable for future needs.
- Does not add any additional funding requests to the budget.

The proposed revisions seek to offer the greatest positive impact to the largest number of employees. PTO truly provides greater flexibility to face the individual challenges of our team members and establishes a consistent framework that can be modified to stay current with future needs.

#### **Attachments:**

The following attachments are included:

- Updated policies for the Human Resources Policy Manual (Policy 13 Family and Medical Leave, Policy 15 Unpaid Leave and Other Leaves of Absence, Policy 17 Paid Time Off (PTO), Policy 18 Holidays, Policy 20 Income Continuation Benefits, Policy 26 Layoffs, and Policy 27 Termination of Employment)
- A separate Transition Document listing rules specific to the transition year (which list exceptions to the updated policies to help in smoothing the impact of changing systems)
- Resolution to adopt proposed changes

## Transition Document

### General Provisions

(a) Purpose. To facilitate a smooth transition for employees to a new time off system by creating specific time-bound exceptions to portions of the new policies. This also allows the policies to be drafted with a long-term view in mind and prevents having to update the new policies to remove transition rules since those are in a separate document.

(b) Duration. Unless otherwise specified, these rules will go into effect on 01/01/2024 and expire on 12/31/2024.

(b) Transition Rules.

- (1) All earned but unused vacation and floating holiday as of 12/31/2023 will roll over as PTO on 01/01/2024.
- (2) Up to 8 days of sick leave will convert to PTO on 01/01/2024 for all employees. All remaining sick time will convert to the Extended Leave Bank (ELB).
- (3) The ELB may be accessed in the same manner that sick leave had been accessed under the previous system.
- (4) Employees hired prior to 01/01/2024 are not subject to the minimum 1-year length of service provision for qualifying for an eligible payout upon leaving County employment.
- (5) Employees may be advanced up to 10 days of PTO until June 30, 2024.
- (6) Employees on an approved FMLA leave may be advanced PTO up to the amount of time that would have been earned on 01/01/2024 under the previous system of vacation, floating holiday, and sick leave, less any earned PTO.
- (7) Employees who were, as of January 1, 2023, earning a combined amount of days of vacation, floating holiday, and sick time at a greater rate than called for under the new policy will earn PTO at the closest multiplier to that rate (rounding higher so that total earned time is not less) until their years of service qualify them for an increase under this policy.
- (8) Effective 01/01/2025, employees may be advanced up to 5 days of PTO until March 31, 2025.

## **Policy 13      Family and Medical Leave**

### **13.01 General Provisions**

It is the policy of Winnebago County to provide family and medical leave in accordance with the federal Family and Medical Leave Act (FMLA) and Wisconsin law. When an employee's absence qualifies under both Wisconsin and federal laws, the employee will use his or her entitlement under each law at the same time, to the extent permitted by law. When one law's provisions provide a greater benefit, the employee will receive the greater benefit.

The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

Under this policy, Winnebago County will grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) during a 12-month period to eligible employees. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy. Winnebago County uses a calendar year to determine the 12-month period during which the FMLA leave is available for reasons that qualify for up to 12 workweeks of leave.

An employee who is not eligible for FMLA leave, uses up his or her FMLA leave, or wishes to take leave for a purpose that does not qualify for FMLA should consult Winnebago County's other leave policies to determine if other leave might be available.

Questions or concerns about FMLA leave requests should be directed to the Human Resources Department.

### **13.02 Eligibility**

(a) Federal FMLA. To be eligible to take family or medical leave under the federal FMLA, the employee must have worked for the County for 12 months. The 12 months need not have been consecutive. The employee must also have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.

(b) Wisconsin FMLA. To be eligible to take family or medical leave under the Wisconsin FMLA, the employee must have worked for the County for 52 consecutive weeks. The employee must also have been paid at least 1,000 hours during the 52-week period immediately before the date when the leave is requested to commence.

### **13.03 Qualified Leave and Amount of Leave**

(a) Federal FMLA. Under the Federal FMLA, eligible employees may take up to 12 weeks of unpaid leave in a calendar year for any of the following:



1. For incapacity due to pregnancy or childbirth;
2. To care for the employee's child after birth, or placement for adoption or foster care provided the leave is concluded no later than 12 months after the birth or placement.
3. To care for the employee's spouse, son or daughter, or parent who has a serious health condition;
4. For a serious health condition that makes the employee unable to perform his or her job (including worker's compensation leave to the extent it is qualified); or
5. For a qualifying exigency, as described below.

"Serious health condition" under Federal FMLA means an illness, injury, impairment, or physical or mental condition that involves either inpatient care or continuing treatment by a health care provider.

(b) Wisconsin FMLA. Under the Wisconsin FMLA, eligible employees may take:

1. Up to six (6) weeks of unpaid leave for incapacity due to pregnancy, prenatal medical care, childbirth and to care for the employee's child after birth, or placement for adoption provided such leave commences within 16 weeks before or after the birth or adoption.
2. Up to two (2) weeks of unpaid leave to care for the employee's spouse, son or daughter, parent, or parent-in-law who has a serious health condition;
3. Up to two (2) weeks of unpaid leave for a serious health condition that makes the employee unable to perform his or her job.

"Serious health condition" under Wisconsin FMLA means a disabling physical or mental illness, injury, impairment, or condition that involves either inpatient care in a hospital, nursing home, or hospice, or outpatient care that requires continuing treatment or supervision by a health care provider.

(c) Married spouses both working for the County. Federal FMLA requires that the leave entitlement for birth, adoption, placement of a child and/or care of a parent be shared. They will be permitted to split the twelve weeks of eligible leave in any combination. Wisconsin FMLA does not allow for sharing of leave time.

If a husband and wife both work for the County and each wishes to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

### ***Qualifying exigency leave***

Eligible employees with a spouse, son, daughter, or parent on covered active duty (or who has been notified of an impending call or order to active duty) in the Armed Forces, including the National Guard and Reserves, may use their 12-week leave entitlement to

address certain qualifying exigencies. Covered active duty involves deployment to a foreign country. Qualifying exigencies include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, addressing parental care, and attending post-deployment reintegration briefings.

### ***Military caregiver leave***

An eligible employee may take up to 26 weeks of unpaid leave during any single 12-month period (a separate and distinct leave year from the period designated above) to care for the employee's spouse, son, daughter, parent, or next of kin who is a covered military service member and incurred a serious injury or illness in the line of military duty, or who experienced the aggravation of an existing or pre-existing condition in the line of active duty. The 12-month period is measured forward from the date leave begins. A covered service member is a current or former member of the Armed Forces, including a member of the National Guard or Reserves. A serious injury or illness for current members is one that may render the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

A serious injury or illness for a covered veteran is one that was incurred in the line of duty or existed before active duty and was aggravated, and manifested itself before or after becoming a veteran and is:

- A continuation of such an injury or illness, or a condition for which the veteran received a U.S. Department of Veterans Affairs Service-Related Disability Rating of 50 percent or greater based on the condition requiring leave,
- A condition that substantially impairs the veteran's ability to keep or obtain gainful employment, or
- An injury on the basis of which the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

For military caregiver leave for veterans, the veteran must have been discharged or released under conditions other than dishonorable during the five-year period before the first date an employee takes FMLA leave.

## **13.04 Employee Status and Benefits During Leave**

While an employee is on leave, the County will continue the employee's health benefits during the leave period at the same level and under the same conditions as if the employee had continued to work.

Under federal FMLA, an employee must return to work for at least 30 calendar days to be considered to have "returned" to work. If the employee chooses not to return to work for reasons other than a continued serious health condition of the employee or the employee's family member or a circumstance beyond the employee's control, the County may require the employee to reimburse the County the amount it paid for the employee's health insurance premium during the leave period.

While on paid leave, the County will continue to make payroll deductions to collect the employee's share of the premium. While on unpaid leave, the employee must continue to make this payment, either in person or by mail. If the payment is not paid in timely fashion, the employee's health care coverage may be dropped for the duration of the leave.

If the employee contributes to a life insurance or disability plan, the employer will continue making payroll deductions while the employee is on paid leave. While the employee is on unpaid leave, the employee may request continuation of such benefits and pay his or her portion of the premiums, or the employer may elect to maintain such benefits during the leave and pay the employee's share of the premium payments. If the employee does not continue these payments, the employer may discontinue coverage during the leave. If the employer maintains coverage, the employer may recover the costs incurred for paying the employee's share of any premiums, whether or not the employee returns to work.

### **13.05 Employee Status After Leave**

An employee who takes leave under this policy may be asked to provide a fitness for duty clearance from the health care provider. This requirement will be included in the employer's response to the FMLA request. Generally, an employee who takes FMLA leave will be able to return to the same position or a position with equivalent status, pay, benefits and other employment terms. The position will be the same or one which is virtually identical in terms of pay, benefits and working conditions. The County may choose to exempt certain key employees from this requirement and not return them to the same or similar position.

### **13.06 Use of Paid and Unpaid Leave**

An employee who is taking FMLA leave may elect to be paid or unpaid during the Wisconsin FMLA portion of the leave. Upon expiration of the Wisconsin FMLA, an employee must use all PTO and ELB (if eligible) (available under Policy 20.01 Sick Leave and Sick Absences) prior to being eligible for unpaid leave.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all PTO prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid PTO prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all PTO and ELB (as long as the reason for the absence is covered by the County's sick leave and sick absences policy) prior to being eligible for unpaid leave.

### **13.07 Intermittent Leave or a Reduced Work Schedule**

The employee may generally take FMLA leave in 12 consecutive weeks, may use the leave intermittently (take a day periodically when needed over the year) or, under certain circumstances, may use the leave to reduce the workweek or workday, resulting in a reduced hour schedule. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12-month period).

The County may temporarily transfer an employee to an available alternative position with equivalent pay and benefits if the alternative position would better accommodate the intermittent or reduced schedule, in instances of when leave for the employee or employee's family member is foreseeable and for planned medical treatment, including recovery from a serious health condition or to care for a child after birth, or placement for adoption or foster care.

Up to six (6) weeks of unpaid leave for incapacity due to pregnancy, prenatal medical care, child birth and to care for the employee's child after birth, or placement for adoption provided such leave commences within 16 weeks before or after the birth or adoption.

For the birth, adoption or foster care of a child, an employee may take intermittent leave to the extent allowed by Wisconsin FMLA. Leave not covered by Wisconsin FMLA must be continuous. Federal FMLA leave for birth, adoption or foster care of a child must be taken within one year of the birth or placement of the child.

### **13.08 Certification of Health Care Provider**

The County will require certification for the employee's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The County may directly contact the employee's health care provider for verification or clarification purposes using an HR professional. The County will not use the employee's direct supervisor for this contact. Before the County makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the County will obtain the employee's permission for clarification of individually identifiable health information.

The County has the right to ask for a second opinion if it has reason to doubt the certification. The County will pay for the employee to get a certification from a second doctor, which the County will select. The County may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. If necessary to resolve a conflict between the original

certification and the second opinion, the County will require the opinion of a third doctor. The County and the employee will mutually select the third doctor, and the County will pay for the opinion. This third opinion will be considered final. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

The County will require certification for the family member's serious health condition. The employee must respond to such a request within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in a denial of continuation of leave.

The County may request recertification for the serious health condition of the employee or the employee's family member no more frequently than every 30 days and only when circumstances have changed significantly, or if the employer receives information casting doubt on the reason given for the absence, or if the employee seeks an extension of his or her leave. Otherwise, the County may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The County may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

### **13.09 Requesting FMLA Leave**

All employees requesting FMLA leave must provide verbal or written notice of the need for the leave to the HR Department. In the event an employee would like family or medical leave, Winnebago County must be notified, in writing, at least fifteen (15) days before the date on which leave is to begin, except in the case of an emergency or where circumstances require shorter notice to Winnebago County. The Family and Medical Leave Request Form is available from the Human Resources Department and on the Winnebago County Intranet. In an emergency situation, notice must be given as to the need for leave as soon as possible but no later than three (3) business days after the commencement of leave. All forms must be provided to Winnebago County within 15 calendar days of leave commencement. Failing to timely notify the County of the need for leave may result in the delaying or denial of leave, though the County will classify leave based on the received information.

When the need for the leave is foreseeable, the employee must provide the employer with at least 30 days' notice. When an employee becomes aware of a need for FMLA leave less than 30 days in advance, the employee must provide notice of the need for the leave either the same day or the next business day. When the need for FMLA leave is not foreseeable, the employee must comply with the County's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

### **13.10 Designation of FMLA Leave**

Within five business days after the employee has submitted the appropriate certification form, the HR department will complete and provide the employee with a written response to the employee's request for FMLA leave.

If an employee takes PTO for a condition that progresses into a serious health condition, the County may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Each time an employee takes leave, the County will compute the amount of leave the employee has taken under this policy in the current calendar year and subtract it from the amount of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

## **Policy 15      Unpaid Leave and Other Leaves of Absence**

### **15.01 Unpaid Leave**

(a)    Requests. Any request for an unpaid leave of absence must be submitted in writing by the requesting employee to his or her supervisor as far in advance of the anticipated leave dates as possible. Unless there are extenuating circumstances, this should normally be at least fifteen days prior to the start of the requested leave. The request must state the purpose of the proposed leave and an anticipated return to work date.

(b)    Purposes. The request for unpaid leave may be based on a medical condition or incapacity for work, or on another reason. If the request is based on a medical condition or incapacity for work, the request must be accompanied by a medical provider's certification of the need for such leave and the prognosis and time frame for a return to work. At the discretion of the County, documentation of the continuing need for leave may be required during the period of leave. No leave may be requested for the purpose of other employment, and an employee granted an unpaid leave of absence (other than military leave) may not be employed elsewhere during the leave period.

(c)    Benefit Time. Unpaid leave may not begin until the employee has used any available PTO. If the leave is based on a medical condition or incapacity for work, the employee must also exhaust any available ELB time.

(d)    Grant of Leave. An unpaid leave of three days or less may be granted by the employee's supervisor. An unpaid leave of over three days requires approval from the department head and the Human Resources Department. The decision on whether to grant an unpaid leave of absence resides in the County's sole discretion in the best interests of the County. Unless required by law, including as an accommodation, unpaid leaves of absence of over one year in duration will not be granted.

(e)    Return to Work. If the employee is unable to return to work on the scheduled date, the employee may file a request for an extension of leave prior to expiration of the leave already granted. An employee who fails to return to work at the expiration of the granted leave of absence will be terminated from employment, unless there are strong extenuating circumstances. If the leave is based on a medical condition, certification of fitness for duty will be required.

(f)    Absence at the Direction of the Department. Unpaid absences from work at the direction of the employee's supervisor or department, such as absences due to lack of work, lack of funds, furloughs, inability to get to work during bad weather or other emergency, or administrative leave, are not considered unpaid leave under this policy, and do not require the employee to use paid benefit time.

### **15.02 Jury Duty**

(a)    Pay. A regular employee required to serve as a juror during working hours will receive regular pay less any jury fee received for any work day, up to a maximum of ten

in any calendar year, served as a juror provided that:

- The employee notifies his or her supervisor as far in advance as possible as to the dates and times the employee will be required to serve as a juror and provides a copy of the jury duty notice to his or her supervisor.
- The employee returns to work immediately following dismissal from jury duty.
- The employee works any regularly scheduled hours immediately prior to the commencement of jury duty.
- The employee reports to his or her supervisor any jury duty fee received and authorizes a payroll deduction equivalent to the jury fee, except for mileage.
- The employee reports jury duty on his or her timecard for the days and hours served as a juror.

(b) Benefit Time. An employee who serves as a juror may, at his or her option, use PTO for the period of jury duty and retain the jury duty fee along with the benefit time pay.

(c) Overtime or Compensatory Time. No overtime or compensatory time will be allowed for jury duty.

(d) Shift Changes for Dispatchers. Duty hours for dispatchers on second or third shift who are called for jury duty will be changed to first shift. Dispatchers scheduled to work third shift the night before jury duty will be given the night off, and if the night before is a scheduled day off they will be given the night following the day of jury duty off.

### **15.03 Witnesses**

If an employee is required to testify in court, or before another tribunal or body having subpoena power, and the testimony is on behalf of Winnebago County or arising from service as a Winnebago County employee, the employee will be paid for all time associated with such testimony less any witness fee received.



## **Policy 17      Paid Time Off (PTO)**

### **17.01 General Provisions**

- (a) Purpose. The purpose of paid time off (PTO) is to provide employees a flexible means of accruing and utilizing paid leave. Flexibility is vital for work-life balance and PTO provides employees the autonomy to manage time away from the workplace.
- (b) Paid Time Off (PTO). PTO includes all paid leave previously available under vacation, floating holiday, sick, and funeral leave. PTO is intended to substitute paid leave for missed work time, and can be utilized for any purpose, subject only to necessary request and approval procedures as established by the County and its departments. PTO may be used in increments of one-quarter hour or more.
- (c) Eligibility. All Regular full-time, Regular part-time, and Regular Project employees are eligible for paid time off (PTO) benefits.
- (d) Part-Time Employees. The schedule of PTO earnings listed below is based on hours worked and applies to all Regular full-time, Regular part-time, and Regular Project employees.
- (e) Definitions. In this Policy, the terms “year” and “year of employment” refer to the period from the employee’s date of hire through the following December 31, which is the “year of hire,” and then to subsequent calendar years.

### **17.02 PTO Earnings**

- (a) Accruals. PTO for part-time and full-time employees will accrue based on hours in a paid status during a pay period, up to a full-time status.

PTO is not accrued when in an unpaid status. PTO is not accrued on overtime hours. Part-time employees will accrue PTO for additional hours worked each pay period up to the equivalent of a comparable full-time position.

PTO accrual rates are not subject to any other modifiers, such as those that impact wages like overtime rates, shift differentials, etc. PTO accruals are based on hours worked.

While PTO accumulates beyond hundredths of an hour, employees will continue to mark their timecards in quarters of an hour.

PTO is available for use once it has been credited to the PTO Bank.

- (b) General Schedule of PTO Earnings. Employees earn PTO for every pay period based upon the number of hours in a paid status. Hours earned are added to the employee's PTO bank on the first day of the next pay period. The hours are tied to a

multiplier, based upon years of service as defined below, except as otherwise provided by this policy:

Min Years	Max Years	Days Earned	Multiplier
1	2	25	0.0962
3	4	27	0.1038
5	6	29	0.1115
7	8	31	0.1192
9	10	33	0.1269
11	12	35	0.1346
13	14	37	0.1423
15	16	39	0.1500
17	18	41	0.1577
19	+	43	0.1654

(c) Accrual Limits. An employee's accrued PTO bank shall not exceed 60-days (using either a 7.5 hours/day or 8.0 hours/day calculation) at any given time. Once an employee's bank reaches the maximum 60-days limit (450 or 480 hours) the employee will continue to earn hours which will be placed into an Extended Leave Bank (ELB) (see below). If the employee's PTO bank then falls below the limit, PTO accrual will resume.

(d) Movement to Higher Multiplier. Employees become eligible for the higher accrual rate based upon the rate that aligns with their years of service with the County as of January 1 each year.

(e) Sworn Non-Represented Management Deputies Employees of the Sheriff's Office. Non-represented deputies (command staff) at the Sheriff's Office will follow a schedule of separate vacation, holiday, sick leave, and funeral leave rules based on the benefit rules governing represented deputies in the department. Rules include accrual, usage, payout, and carryover with the exception of Policy 20.01(c) Separation Benefit and Policy 27.03 Notice of Retirement or Resignation.

(f) Other Exceptions. To respond to labor market conditions or to enhance recruitment and retention efforts, the Director of Human Resources may authorize PTO or ELB amounts greater than those shown above at the time of hire.

(g) Transition. Those employees who were, as of January 1, 2023, earning a combined amount of vacation, floating holiday, and sick time at a greater rate than would be called for by this policy, will earn PTO at that greater rate indefinitely, unless and until their years of service qualify them for an increase under this policy.

### **17.03 Extended Leave Bank (ELB)**

- (a) Extended Leave Bank (ELB). The Extended Leave Bank (ELB) is a bank of time separate from PTO and contains the hours that were previously earned under the traditional sick leave policy (including "frozen" sick time) and PTO hours earned exceeding the PTO accrual limit.
- (b) Usage. This bank of hours is intended for use in situations where the employee is absent from work due to (1) a medical necessity after three consecutive work days, (2) for events qualifying under the Family and Medical Leave Act (FMLA), (3) Military Leave, (4) an approved ELB Leave of Absence, or (5) Bereavement Leave (up to 5 days after using 2 days of PTO, if available).
- (c) Accrual Limits. There is no accrual limit to the Extended Leave Bank.
- (d) Transferability. Hours in the ELB are not transferrable to other employees or to the PTO bank.
- (e) Payouts. The hours in the ELB are not subject to payout, with the exception of any hours previously identified as "frozen sick time" as described in Policy 20.

### **17.04 Coordination with FMLA, Leaves of Absence, Military Leave, and Worker's Compensation**

- (a) Usage. The County reserves the right to require substitution of PTO, subject to any legal restrictions. An employee will be required to use PTO leave for unpaid leaves including any Federal-only FMLA qualifying leave including, but not limited to, intermittent leaves.
- (b) Military Leave. Rules covering PTO accrual and usage shall apply to any County employee who is called to active duty as a result of membership of the National Guard or Military.

### **17.05 PTO Rules**

- (a) PTO Day. A PTO day consists of 7.5 hours for employees whose regular weekly schedule is 37.5 hours and consists of 8 hours for employees whose regular weekly schedule is 40 hours. PTO earnings will be translated into hours based on the employee's regular work schedule at the time earned.
- (b) Scheduling. Departmental rules will control the method and time for employees to request PTO use, the number of employees who can take PTO on a given day and other matters related to scheduling of PTO.
- (c) Holidays. PTO need not be used on a regular holiday unless the employee is otherwise scheduled to work that day.

(d) Unpaid Leaves of Absence. Except for qualified FMLA leave or Military Leave, unpaid leave may not be taken until such time that paid leave banks have been exhausted. The Director of Human Resources may allow exceptions to this rule for newly-hired employees.

(e) Termination. Terminating employees may be eligible for the payment of earned but unused PTO in accordance with the provisions set forth in Policy 27.

## **Policy 18      Holidays**

### **18.01 Eligibility**

Regular full-time employees, regular part-time employees, and regular project are eligible for holiday pay. Holiday pay is prorated for part-time employees.

Holidays are in addition to PTO benefits described in Policy 17.

### **18.02 Regular Holidays**

The following paid holidays are recognized for regular employees:

- New Year's Day
- Friday Before Easter
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day
- New Year's Eve Day

If the holiday falls on a Saturday, the preceding Friday will be observed as the holiday, and if the holiday falls on a Sunday, the following Monday will be observed as the holiday.

If consecutive holidays fall on Friday and the following Saturday, the first holiday will be observed on Friday and the second on Monday. If consecutive holidays fall on Sunday and the following Monday, the first holiday will be observed on Monday and the second holiday on Tuesday.

New Year's Eve Day and New Year's Day must be observed in the calendar year in which it occurs.

(a) 7-day schedule: accrue PTO as the holiday occurs. Certain employees who normally work a 7-day schedule because of the department's need for coverage on all days of the week may receive an equivalent number of PTO days as the holidays occur in lieu of the regular holidays based on their full- or part-time status. This PTO is in addition to the PTO accrual rates described under Policy 17.

(b) 7-day schedule: holiday pay. Certain employees who normally work a 7-day schedule because of the department's need for coverage on all days of the week may receive pay for the holiday at straight time for each recognized holiday regardless of whether they are scheduled to work the holiday or not. In order to receive the holiday pay an employee scheduled to work on the recognized holiday must actually work as

scheduled, unless on authorized paid leave. Holidays under this section start at the beginning of the regular night shift the evening before the holiday and end at the end of the regular p.m. shift on the evening of the holiday.

(c) 7-day schedule accrue PTO or holiday pay determination. The Director of Human Resources will determine whether policy 18.02(a) or policy 18.02(b) applies to each job class and department which has 7-day scheduled employees.

### **18.03 Floating Holidays**

(a) Floating Holidays. Floating holidays are now built into the accrual rate for PTO.

### **18.04 Holiday Rules**

(a) Holiday Pay. Holiday pay will be at the rate in effect on the holiday. A day of holiday pay consists of 7.5 hours for employees whose regular work week is 37.5 hours, and consists of 8 hours for employees whose regular work week is 40 hours. This is pro-rated for part-time employees based on their status.

For employees on more than an 8-hour per day schedule, the holidays will still be based on 8 hours per day. Employees will need to account for all hours in the pay week by either using PTO to make up the difference or further adjusting work hours.

(b) Limitations. An employee who did not work the employee's scheduled workdays immediately before and after a regular holiday, and was not on PTO for illness, preapproved PTO, or preapproved leave of absence of three days or less, will not receive holiday pay. As a condition of payment of holiday pay, a supervisor (or a department by rule) may require medical certification for any PTO for illness taken in conjunction with the holiday.

## **Policy 20      Income Continuation Benefits**

### **20.01 Sick Leave and Sick Absences**

(a)    Accrual. Sick leave is now built into the accrual rate for PTO.

(b)    Use of PTO for sick absences. PTO may be used for absences from work due to personal illness or injury of the employee, an illness or injury for the employee's family member, for medical or dental appointments for the employee that cannot be reasonably scheduled outside of work hours, and for an employee's absence when they are exposed to a contagious disease during the contagious period.

Employees using PTO for sick absences must notify their supervisors in the manner directed by the department, which normally includes advance notification whenever possible and regular status reporting on a daily basis. Departments may by rule require employees to provide notice by a certain time prior to the start of their shift.

Absences of three consecutive work days or longer will require a health care provider's statement as to the nature of the illness or injury and its probable duration indicating the likely return to work date. In appropriate circumstances, medical certification may also be required for periods of absence of three work days or less. The employee may also be asked to provide a medical evaluation of any permanent or temporary physical limitations of the employee resulting from an illness or injury and the probable duration of any temporary physical restrictions.

Sick absences may generally be taken in quarter hour increments, but departments may adopt rules requiring longer increments, up to and including a full shift. Sick absences are paid at the employee's regular straight time rate.

If an employee reports to work but then needs to go home ill, even if at supervisory direction, paid time (PTO or ELB depending upon qualification) must be used if available.

An employee eligible for payment of workers' compensation benefits may not also use PTO for the same period. PTO for sick absences is not normally provided during a termination notice period unless supported by a health care provider's certification.

(c)    Separation Benefit. For purposes of this provision, the term "freeze date" means December 31, 2013, for those employees in positions which were included in a recognized collective bargaining unit as of 12/31/2012, and means December 31, 2005, for other employees, and means the date of transfer for a current represented employee to a non-represented position.

Employees who had an unused sick leave balance as of the employee's freeze date, and who terminate their county employment for any reason other than discharge for misconduct, are eligible upon termination to receive a payout of 35% of the lower of: (i) the unused sick leave balance as of the freeze date; or (ii) the unused sick leave balance

as of the termination date. The payout will be calculated at the employee's rate of pay as of the freeze date.

For employees retiring with twenty or more years of continuous County service and who are immediately eligible for an annuity under the Wisconsin Retirement System, and for those employees who die with twenty or more years of continuous County service, the payout will be at 65% instead of 35%.

Employees have the option to convert frozen sick leave separation benefits into post retirement payment of group health insurance premiums.

In the event of the death of an employee, the employee's estate will be provided a death benefit equivalent to the separation benefit indicated above.

Frozen sick time is eligible for payout as indicated above even if the balance is part of the Extended Leave Bank. All remaining Extended Leave Bank hours that are not frozen sick time are not eligible for payout.

## **20.02 Bereavement Leave**

(a) Funeral Leave. Funeral leave is now built into the accrual rate for PTO.

(b) Bereavement Leave. In the event of a death of an employee's human loved one, an employee may utilize two days of PTO and then up to five days from the Extended Leave Bank, if available, for a total of up to seven workdays.

(b) Conditions. Bereavement leave may be used only during the period starting on the day of death through the seventh calendar day after the day of the funeral, memorial service, burial, or celebration of life.

The purpose of bereavement leave is to allow an employee to attend the funeral, process their loss, and to attend to matters of the estate. The County may require verification of the need for the leave.

(d) Additional Leave. The County recognizes that death can have a deep impact on an individual or family. Additional time off (as unpaid) may therefore be granted if needed, subject to approval by the department head and the Director of Human Resources. Unpaid leave under this provision may be granted with or without the requirement that PTO or other paid time off be used first.

## **20.03 Long-Term Disability**

Regular full-time and part-time employees who work 600 or more hours in a year (excluding bridgetenders and seasonal employees) are eligible for long term disability insurance following six months of continuous employment. This program is designed to



provide employees with 66-2/3% of their gross salary when disabled due to a long-term illness or non-worked related accident.

Benefit eligibility begins after the employee has been unable to work continuously for a waiting period of 60 calendar days.

The County pays the full premium cost for the long-term disability benefit with the waiting period as stated above. Employees may reduce the waiting period to 30 days by paying the applicable difference in premium.

The long-term disability benefit is subject to the terms and conditions found in the plan document for the provider selected by the County. Benefits are offset by benefits provided through other disability programs which may be available.

## **Policy 26      Layoffs**

### **26.01 Layoff**

(a) Need for Layoff. In the event of lack of work, lack of funds, program discontinuation or reduction, subcontracting, reorganization, job restructuring, or any other reason approved by the County Executive, employees may be laid off. The number of employees to be laid off and the positions to be subject to layoff will be determined by the County based on the nature of the duties, funding levels, available alternatives for accomplishing the work, and other similar considerations based on the needs of the County. Under certain circumstances, workweek reductions may be imposed in lieu of layoff.

(b) Selection of Employees. The selection of particular employees to be laid off may be based on the nature of the duties to be consolidated or eliminated, funding levels, available alternatives for accomplishing the work, the knowledge, skills and abilities of the employees, work performance of employees, length of County service by the employees, and other similar considerations based on the needs of the County.

(c) Notice. An employee to be laid off will receive a written notice from the employee's supervisor or department head. The notice will specify the layoff date, which will be the first workday on which the employee will not be expected to work until recalled.

### **26.02 Benefits While on Layoff**

Employees laid off are eligible for participation in their health and dental plans for up to 18 months following the date of layoff, provided that they pay the applicable premiums under COBRA in a timely fashion. No premium for continuation of health coverage is required of laid off employees for the first and second months of the layoff period; the first continuation health premium is to be paid in the second month for coverage during the third month.

Paid Time Off (PTO) is not earned during the layoff period, but any balances as of the date of layoff will be retained in the event of recall or other reemployment with the County. If the employee returns to work, the layoff period will be carved out of the length of continuous service for purposes of determining PTO earned, but will not be considered an interruption of continuous service.

Laid off employees may continue participation in the life insurance program subject to payment of premiums and other terms and conditions of that program. Long-term disability coverage is not available to laid-off employees.

### **26.03 Recall**

An employee on layoff may be recalled to the employee's former position or to a substantially similar position. If more than one employee is on layoff from the same position or substantially similar positions, the recalls will be in order of each employee's length of continuous service with the County. Recall notices will be sent to the employee's address

on file with the Human Resources Department; it is the employee's responsibility to notify the department of any change of address.

Failure to report to work on the date specified in a recall notice or ten calendar days after the date the recall notice is sent, whichever is later, will result in immediate termination of employment. This may be considered a "quit without proper notice" for termination benefits in Policy 27.

Employees on layoff are also encouraged to apply for any other open position for which they are qualified. Failure to be awarded any other open position will not result in immediate termination of employment.

An employee who is recalled or who is otherwise reemployed by the County following a layoff will be paid at a rate consistent with the pay schedule for the position and as close as possible to employee's previous pay rate.

#### **26.04 End of Layoff Period**

Laid-off employees who have not been recalled or otherwise reemployed by the County within one year of their layoff date will be considered terminated from County employment and will be considered to have provided proper notice under Policy 27.03.

## **Policy 27      Termination of Employment**

### **27.01 Retirement**

Retirement is a form of voluntary termination of employment in which the employee ceases to work specifically in order to qualify for pension, Social Security and/or other benefits available to individuals who meet minimum age, service and/or other requirements. Employees, regardless of age, who become permanently and totally disabled and who receive a disability pension under the Wisconsin Retirement System will be considered to have retired as of the date that the disability pension becomes effective.

### **27.02 Resignation**

Although proper written notice is strongly preferred, an employee also has the ability to quit or resign with less or no notice. A resignation may occur due to verbal expressions or other conduct which can be reasonably interpreted to show the intention of quitting or abandoning the job.

An employee who is absent from work for three consecutive workdays without notification to his or her supervisor has voluntarily resigned. Relief from this provision is only available from the Director of Human Resources upon a showing that notification was not reasonably possible.

The employee's department head, at his discretion, may require that any sick leave used after a notice of retirement or resignation has been submitted be supported by a certification from the employee's health care provider.

An employee who quits or resigns may not rescind his or her resignation.

### **27.03 Notice of Retirement or Resignation**

Employees planning to voluntarily terminate their employment with Winnebago County should notify their immediate supervisor in writing as far in advance as possible. Proper notice requires that notice be given to the employee's supervisor for at least the termination notice period prior to the last full day at work. The termination notice period is defined as:

- 30 calendar days for any salaried employee; and
- Two weeks for hourly employees.

In addition to the termination notice period, proper notice requires maintaining a paid status for all shifts within the termination notice period and physically working the last day.

Employees who provide proper notice of retirement or resignation are considered to have voluntarily terminated in good standing and are eligible for all termination benefits. Employees who quit without proper notice may be ineligible for some or all termination benefits.

Employees who quit without providing proper notice will be considered to have committed an act of misconduct and such misconduct will be noted on the employee's record.

A notation of "quit without proper notice" will not be entered on the employee's permanent record if the employee terminated as the result of a major illness or injury, or the employee was allowed to quit without notice as part of a negotiated severance or resignation agreement.

#### **27.04 Employees Elected**

Employees who are elected to any office of Winnebago County will be administratively terminated at the end of the day preceding the day that they assume elected office. Under such administrative termination, such employees will be entitled to the same termination benefit as its employees who voluntarily resign with proper notice. Administratively terminated employees are not eligible for any special reemployment rights following the completion of their term of office in an elected position.

#### **27.05 Termination During Trial Period**

Employees terminating during their trial period are ineligible for any form of benefit payout upon termination.

#### **27.06 Involuntary Termination**

Employees who are dismissed or discharged from County employment for disciplinary or job performance reasons are considered to have been involuntarily terminated. Involuntarily terminated employees may be ineligible for some or all termination benefits.

#### **27.07 Return of County Property**

Terminating employees must turn in all keys, access cards, identification, and other County property in their possession to their supervisor or other designated personnel as directed on or before the last day of work. Failure to do so shall result in the withholding of any termination benefit payout that can be legally withheld and for which the employee would be otherwise eligible.

#### **27.08 Exit Interviews**

An exit interview is used to gain insight into the effectiveness of County personnel and managerial practices, to determine where personnel policies or procedures are in possible need of revision, and to determine where supervisory or managerial practices need modification or improvement. Terminating employees who wish to share their concerns or observations regarding their employment experience are encouraged to contact the Department of Human Resources to arrange for an exit interview. When inconvenient to meet in person, exit interviews may be conducted over the telephone, online, or via a written questionnaire available from the Department of Human Resources.

#### **27.09 Benefits Upon Termination**

(a) Paid Time Off (PTO). Employees terminating employment more than a year after their date of hire, for any reason, with proper notice, will be paid for earned but unused PTO in line with the schedule below. PTO amounts exceeding the schedule below will not be paid out. Payment for PTO will be at the pay rate in effect as of the last day of work. If the termination occurs within one year of their date of hire, or if proper notice is not provided, no PTO will be paid out.

<u>Years of Service:</u>	<u>Maximum PTO Days Eligible for Payout:</u>
Under 1 year	0
1 – 4 years	10 days (2 weeks)
5 – 9 years	15 days (3 weeks)
10 – 19 years	20 days (4 weeks)
20 – 24 years	25 days (5 weeks)
25+ years	30 days (6 weeks)

While PTO accumulates beyond hundredths of an hour, payouts will be based on quarters of an hour.

(b) Holidays. No holidays are paid out at termination.

(c) Frozen Sick Leave. Employees terminating employment for any reason, with or without proper notice, may receive a payout of accumulated but unused frozen sick leave pursuant to the provisions of Policy 20.01(c) of this manual.

(d) Extended Leave Bank (ELB). With the exception of frozen sick leave, balances in the Extended Leave Bank are not eligible for payout.

(e) Health Benefits. Employees who participate in health or dental plans will be eligible to continue coverage under the COBRA law for up to a specified period of time, usually eighteen months. The full premium for each month of coverage must be paid by the employee.

Employees who retire from County employment and are immediately eligible for a pension under the Wisconsin Retirement System will have the option of continuing their participation in health coverage pursuant to Policy 19.3.

1   **288-112023**

2  
3   **ORDINANCE:     Amend 11.08(4) of the Winnebago County General Code Setting Forth Definitions**  
4                   **of Individual and General Orders**

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

8       **WHEREAS**, the people of Winnebago County have shown up to both Legislative and County  
9 board meetings in 2020 with concerns about an unelected official being given enforcement  
10 powers that supersede restrictions and regulations to county government authority; and

11       **WHEREAS**, the current definition of "Individual Order" is vague and can also apply to a public  
12 gathering, thereby impeding upon the right to free public assembly; and

13       **WHEREAS**, all Supervisors have taken an Oath of Office to uphold the Constitution of the  
14 United States.

15  
16       **NOW, THEREFORE**, the Winnebago County Board of Supervisors does ordain the following  
17 amendments (cited in red ink) are made to 11.08 (4) of the Winnebago County General Code:

18  
19       (a) Individual Order: Any health order under this Ordinance applicable to a specific person  
20 ~~group of persons, or gathering spot~~ that is deemed reasonable and necessary to prevent and  
21 suppress communicable disease.

22  
23       (b) General Order: Any health order under this Ordinance that impacts the public at large,  
24 ~~including a group of persons or gathering spot~~, that is deemed reasonable and necessary to  
25 prevent and suppress communicable disease. Any health order not deemed an Individual Order  
26 will be considered a General Order.

27  
28   *Fiscal Note: No Fiscal Impact.*

29                                   Respectfully submitted by:

30                                   **SUPERVISOR BRIAN DEFFERDING, District 6**

31                                   **SUPERVISOR CONLEY HANSON, District 26**

32                                   **SUPERVISOR JACOB FLOAM, District 16**

33  
34  
35                                   **BOARD OF HEALTH**

36   Committee Vote: **3-2**

37   Vote Required for Passage: **Majority of Members Present**

38  
39       Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

40  
41                                   \_\_\_\_\_  
42                                   Jonathan D. Doemel  
43                                   Winnebago County Executive

1     **289-112023**

2     **ORDINANCE:**     **Amend 11.08(6)(d)(2) of the Winnebago County General Code involving General Orders**  
3                             **made by the Winnebago County Health Officer**

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

6             **WHEREAS**, in the majority opinion of the Wisconsin Supreme Court Decision "Becker Vs. Dane County,"  
7 ruled in 2022, concluded that Public Health Officers are subject to local controls and county regulations; and

8             **WHEREAS**, during Governor Evers Safer at Home order, Wisconsin saw an unemployment spike going from  
9 2.9% in March of 2020 to 14.10% by April of 2020, according to the Bureau of Labor and Statistics; and

10            **WHEREAS**, this rise in unemployment was one of the deciding factors of Winnebago County to accept the  
11 Neighborhood Grant to fund for additional housing, as homelessness increased in Winnebago County since 2020;  
12 and

13            **WHEREAS**, Winnebago County was amongst the rest of the country feeling the effects of high inflation due in  
14 part to the amount of people leaving the workforce and not enough people replacing them, according to a study by  
15 Forward Analytics from the Wisconsin Counties Association.

16            **NOW, THEREFORE**, the Winnebago County Board of Supervisors does ordain that the following  
17 amendments (cited in red ink) are made to 11.08(6)(d)(2) of the Winnebago County General Code:

18                         2. Any General Order must be based upon the duties, responsibilities, and powers as identified in  
19 Chapter 252, Wis. Stats., §251.06(3), Wis. Stats., and §66.0113 and 66.0119, Wis. Stats. Any  
20 General Order is advisory only until reviewed and reaffirmed or revised and affirmed ~~by the~~  
21 ~~Winnebago County Board of Supervisors~~ **by at least two thirds of the entire county board**  
22 **membership** ~~at its next regularly scheduled meeting date or within 14 days, whichever is earlier.~~ All  
23 general orders will specify a duration for the order and an expiration date, but will have a maximum  
24 duration of ~~60 days~~ **7days** unless otherwise authorized by the County Board.

25  
26     *Fiscal Note:*     *No fiscal impact.*

27   Respectfully submitted by:  
28   **SUPERVISOR BRIAN DEFFERDING, District 6**  
29   **SUPERVISOR CONLEY HANSON, District 26**  
30   **SUPERVISOR JACOB FLOAM, District 16**

31  
32  
33   **Board of Health**

34     Committee Vote: **3-2**

35     Vote Required for Passage: **Majority of Members Present**

36             Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

37  
38   \_\_\_\_\_  
39   Jonathan D. Doemel  
40   Winnebago County Executive