

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, APRIL 18, 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/84198004368?pwd=QThZVUFRbVR5blh0ZDJzUWIXTjlyQT09>

**Passcode: W1NNE**

**To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 841 9800 4368**

**Passcode: 692721**

A Regular Business Meeting of the Winnebago County Board of Supervisors will be held on Tuesday, April 18, 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. Pledge of Allegiance**

**D. Invocation – Supervisor Karen Powers**

**E. Adopt Agenda**

**F. 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.*

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

1. Resolutions from Other Counties:

- Barron County – Resolution 2023-12 – "Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula"
- Clark County – Resolution 3-1-23 – "Recommending Revision to State Wind Energy Regulations"
- Columbia County – Resolution No. 14-23 – "Requesting State to Revise Solar Energy System Law"
- Outagamie County – Resolution No. 147-2022-23 – "Requesting the State of Wisconsin, in the next Legislative Biennium, Review and Revise its Policy on Foreign Ownership of Farmland"
- Shawano County – Resolution No. 12-23 – "Request State of Wisconsin to Use a Portion of the 2023 Budgetary Surplus for the Maintenance, Repair and Replacement of County Trunk Highway System"
- Washington County – Resolution 62 – "Requesting the State of Wisconsin Review and Revise the Entry Level Compensation Rate for Assistant District Attorneys"
- Washington County – Resolution 63 – "Requesting the State of Wisconsin Review and Revise the Compensation Rate for State Public Defenders"

2. Resolution from Municipality:

- Town of Black Wolf – Resolution 03-13-23 – "Support of Winnebago County American Rescue Plan Act (ARPA) Strategy and Outcomes Commission action to equally distribute \$145,000 to each Municipality located exclusively in Winnebago County"

3. Notice of Claims:

- Notice of Claim from Casey Haen for damage to his vehicle caused by a Winnebago County Highway Truck while plowing snow
- Notice of Claim from Luke Gehl for damage to his vehicle caused by a Winnebago County vehicle while plowing snow at Sunnyview Expo Center

4. Commendations for Cindy Krimmel, Mary E. Krueger and Thomas Matczynski

**H. Reports of Committees, Commissions and Boards**

**I. County Executive's Report**

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

## K. 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 March 7, 2023 and March 21, 2023 board proceedings.
2. County Executive's Appointments: ADRC Committee: Jim Lauer, Neenah  
Solid Waste Management Board: Supervisors Jim Wise and Shanah Zastera; Citizen  
Members: Gerald Konrad, Oshkosh and Michael Easker, Neenah  
Winnefox Library Board: Supervisor Doug Zellmer
3. Resolution No. 207-042023: Commendation for Cindy Krimmel  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Members Present**
4. Resolution No. 208-042023: Commendation for Mary E. Krueger  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Members Present**
5. Resolution No. 209-042023: Commendation for Thomas Matczynski  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Members Present**
6. Resolution No. 210-042023: Disallow Claim of Casey Haen  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Members Present**
7. Resolution No. 211-042023: Disallow Claim of Luke Gehl  
Submitted by: PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Majority of Members Present**
8. Ordinance No. 212-042023: Amend Winnebago County General Code Chapter 19.24a  
"Community Park Shelter Rental Fee Schedule" to Include the  
Proposed Fee Schedule for the Community Park Shelters and Pavilion  
Submitted by: PARKS & RECREATION COMMITTEE  
**Vote Required: Majority of Members Present**
9. Resolution No. 213-042023: Request Authority to Apply for and Accept Funds for Maintenance of  
County-Owned and Leased Snowmobile Trails  
Submitted by: PARKS & RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
10. Resolution No. 214-042023: Authorize Three-Year Extension for Land Records Life Cycle Contract  
with Fidlar Technologies  
Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE  
**Vote Required: Majority of Members Present**
11. Resolution No. 215-042023: Approve Ground Lease Renewal between Joseph Norris and  
Winnebago County  
Submitted by: AVIATION COMMITTEE  
**Vote Required: Majority of Members Present**
12. Resolution No. 216-042023: Request Authority to Apply for and Accept WDNR Runoff  
Management Grant  
Submitted by: LAND CONSERVATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
13. Resolution No. 217-042023: Approve a Budget Transfer in the Amount of \$30,500 for Replacement of Three Water  
Heaters at Park View Health Center to be Funded from the Unassigned General Fund  
Balance and Project Funding will Either Reduce the Unassigned General Fund or Will  
Later be Reimbursed by a Subsequent Bond Issue  
Submitted by: PARK VIEW HEALTH CENTER COMMITTEE  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Those Present**
14. Resolution No. 218-042023: Approval of Additional Funding for a Capital Improvement Project in the Amount of  
\$48,000 for the Replacement of the Oshkosh Human Services Building Public  
Elevator Controls and Necessary Building Modifications, Funded from the Unassigned  
General Fund Balance and Project Funding will Either Reduce the Unassigned  
General Fund or will later be Reimbursed by a Subsequent Bond Issue  
Submitted by: FACILITIES & PROPERTY MANAGEMENT  
PERSONNEL & FINANCE COMMITTEE  
**Vote Required: Two-Third of Membership**

## **L. RESOLUTIONS & ORDINANCES**

1. Ordinance No. 219-042023: Amend Winnebago County General Code Section 7.14(8) to Replace the Word "possible" with the Definition, "legally compliant"  
Submitted by: SUPERVISOR HOWARD MILLER, District 36  
SUPERVISOR DON NUSSBAUM, District 9  
HIGHWAY COMMITTEE  
**Vote Required: Majority of Members Present**
2. Resolution No. 220-042023: Urge the Wisconsin Legislature to Provide \$18.7 million in Stable, Core Funding Support for County Conservation Department Staffing  
Submitted by: LEGISLATIVE COMMITTEE  
LAND CONSERVATION COMMITTEE  
**Vote Required: Three-Fourths of Those Members Present**

## **M. ADJOURNMENT**

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.)**

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

**Special Orders Session  
March 7, 2023**

**Adjourned Session  
March 21, 2023**

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

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



**SPECIAL ORDERS SESSION  
WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, MARCH 7, 2023**

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

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

The following Supervisors were present: 29 - Dowling, Nichols, Borchart, Eisen, Horan, Ellenberger, Nussbaum, Stafford, Binder, Swan, Floam, Gordon, Ponzer, Belville, Norton, Hinz, Zellmer, Schellenger, Powers, Hanson, Cox, Youngquist, Farrey, Harrison, Zastera, Egan, Beem, Nelson and Miller. Excused: 7 – Defferding, Wise, Albrecht, Gabert, Robinson, Buck and Gustafson.

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

**PUBLIC HEARING**

No one from the public addressed the board.

**REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Farrey informed everyone that there will be a Legislative Committee meeting on Monday, March 27, 2023 at 8:30 a.m. at the JP Coughlin Center.

Supervisor Powers informed everyone that scholarships are due and need to be postmarked by March 31, 2023. Winners will be determined by May 5, 2023. The scholarships are worth \$1,000.

Supervisor Horan attended a conference in Madison last week. She provided a summary of the conference to the County Clerk's Office. One important thing she took away from the conference is communication is a key item to success.

**COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Egan reported that Supervisors Defferding, Wise, Albrecht, Gabert, Robinson, Buck and Gustafson are excused from tonight's meeting.

Chairman Egan received correspondence from Mike Rawlins regarding concerns that the Milwaukee Brewers may be leaving the state and encourages as many Winnebago County residents to attend games to increase interest and attendance. The letter was read in at tonight's meeting by the Deputy Clerk.

Chairman Egan announced what County Board Supervisors will be appointed to the Task Force Committee Structure and the Task Force on Per Diems. The Task Force on Committee Structure will be Supervisors Floam, Hanson, Gabert, Defferding and Eisen. The Task Force on Per Diems will be Supervisors Ellenberger, Powers, Wise, Binder, Harrison, Schellenger and Zastera.

Motion made by Eisen, seconded by Horan, to suspend Rule 10.2; "No member shall speak more than twice on the same question without leave of the Board, except to answer questions from the Chair or the Floor. The Chair must enforce this rule when a violation is called to the attention of the Chair". MOTION FAILS BY VOICE VOTE.

**WAGE STUDY COMPENSATION UPDATE – VICTORIA MCGRATH, MCGRATH HUMAN RESOURCES GROUP;  
MARK HABECK, DIRECTOR OF HUMAN RESOURCES; AND JON DOEMEL, COUNTY EXECUTIVE**

Mark Habeck, Human Resources Director and Ms. McGrath presented their findings and updates on the wage compensation study. There is a need to get long standing employees to reach their salary ranges and eliminate the in-range compression that is currently taking place. There are 381 employees with 6+ years or more that are still below the control point which ideally should be reached within 3-5 years. Dr. McGrath has incorporated many adjustments to the compensation schedule in order to address in-range compression by proposing adjustments to existing employees pay based on length of tenure in position and updating the compensation schedule to align with the current market. The proposal seeks to balance the tension between increasing pay rates to be more competitive in hiring, and moving longer tenured employees out of the hiring range and adjusting pay based on length in position to aid in retention, while staying within budget constraints. There should be a periodic review every 3-5 years. The proposal provides a consistent and standardized set of rules to follow to determine which individuals qualify for any adjustment.

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

## **WINNEBAGO COUNTY ARPA (AMERICAN RESCUE PLAN ACT) UPDATE – PAUL KAISER, DIRECTOR OF FINANCE**

County Finance Director Paul Kaiser presented information on the uses of the State and Local Fiscal Recovery Funds. Kaiser stated that we will be using 2022 expenditures to use ARPA funds as directed by the final ruling of the US Treasury. ARPA recipients may determine their revenue loss by choosing between two options; a standard allowance of up to \$10 million in aggregate, not to exceed the award amount during the program; and calculating our jurisdiction's specific revenue loss each year using Treasury's formula, which compares actual revenue to a counterfactual trend. Counties can use Recovery Funds to provide government services, up to the amount of revenue loss experienced using one of two Treasury approaches. Under the final rule, counties now have two options: new \$10 million revenue loss allowance and improvements to the revenue loss formula.

Mr. Kaiser then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

### **NEIGHBORHOOD IMPROVEMENT FUND GRANT UPDATES:**

#### ***Winnebago County HELP Program – Beth Roberts, Long Term Support Division Manager***

Beth Roberts, Long Term Support Division Manager, presented information on the Winnebago County HELP program. Homelessness HELP program, consolidating resources, making sure community knows awareness of programs and resources. They will provide a follow-up in three to six months. The program kicked off on January 16, 2023. Out of 113 referrals in a short period of time, they are working with 62 of those people actively. The program maintains housing ability, 20% have been effectively worked with. Ms. Roberts provided some examples.

Ms. Roberts then took questions from the board.

#### ***Habitat for Humanity Oshkosh – Tom Simon, Executive Director***

Tom Simon presented information for the Habitat for Humanity, Oshkosh to the County Board.

Habitat for Humanity of Oshkosh was founded in April of 1989. There are two Habitat affiliates in Winnebago County; Habitat for Humanity of Oshkosh (Southern two thirds of Winnebago County); and the Greater Fox Cities Area Habitat for Humanity (covering Menasha-Neenah and northern third of Winnebago County). They have completed 40 homes from 1989 through 2020.

Rock the Block is "neighbor helping neighbor" by bringing together Neighborhood Association and community volunteers to improve homes in a short time frame and specializing in labor intensive projects that require muscle work or multiple use of equipment Habitat owns.

Habitat ReStore is a store that is open to the public and sells donated furniture, building supplies and appliances for substantially discounted prices.

Habitat for Humanity was the permanent home builder for the "Homeless to Housing" continuum under the grant. Habitat for Humanity plans two to three years in advance.

They have been awarded \$2,425,680 for work between March 3, 2021 and December 31, 2024 including:

- Building of two scheduled Habitat homes for 2021-2022: 1602 Bowen Street and 421 Monroe Street.
- Partial funding for the purchase of six lots at the former Mercy Medical Site in Oshkosh. The "Grove Street Development".
- The building of six Habitat homes on Grove Street.
- The purchase and land development of twenty lots in Omro, Wisconsin for the "Springview Acres" land development.

Some of the future goals beyond this grant include: use our Omro development as a future model for other developments; expand the Rock the Block program to communities throughout the area; open smaller ReStores in more communities; and work with others to build and maintain simple, decent, and affordable homes.

Mr. Simon then took questions from the board. A copy of this presentation is available in the County Clerk's Office.

#### ***Oshkosh Kids Foundation – Julie Dumke, Co-Founder, Executive Director***

Julie Dumke, Co-Founder and Executive Director at Oshkosh Kids Foundation presented information regarding Tiny House Village located in Oshkosh on West Packer Avenue. Their mission is to provide crisis intervention to children and their families, assist with transitional and affordable housing, provide strategic aid, and connect to partner resources for education, employment, transportation and basic needs. Their goal is to build the Tiny House Village to help the homeless families of Oshkosh with volunteer funds so that it will not burden the City of Oshkosh with its maintenance or sustainability. The poverty rate for the Oshkosh Area Schools is 43%.

The first phase of Tiny Homes is complete, there are three families that have moved in. Families can stay up to 18 months. This is a transitional phase for the family to get back on their feet. Part of the lease is to work on daily routine practices, have a full-time job and have a vehicle.

The Tiny House Village provides short term, affordable housing for families paired with life, home management and

financial skills. It provides safe, stable housing for families currently experiencing homelessness; combines housing with required services and education; incorporates life, financial employability and home management skills in a community environment; and provides a safe place for those waiting for affordable housing to become available.

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

***Covey – Pam Schutz, Chief Executive Officer***

Pam Schutz, CEO for Covey presented information to the Board regarding this program. This program has been around for 70 years and was founded in 1954. It is an innovator of services and programs, unique respite services and is shaping the future. It was rebranded in 2017 and became Covey. At Covey, the participants, staff and caregivers believe in creating possibilities, and believe in doing it together. Covey has a vision that the world embraces individuals with disabilities for who they are. Their mission is to create opportunities that foster personal growth. They do this through Community Based Programs: Covey Connect, Community Based Adult Day Services, iCanBike, Meaningful Meals, Respite Care, and soon – Adult Family Homes. Work has been done at 250 W. 9<sup>th</sup> Avenue in Oshkosh. They have a future site at Woodhaven Lane #2 and #3 of a fully accessible home built by Fox Valley Technical College Construction Program. Their next steps are to break ground for a house in Neenah; determine a location; select a builder; and begin construction of a third house.

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

Motion by Supervisor Farrey, seconded by Supervisor Ellenberger, to adjourn until the Board's next meeting on Tuesday, March 21, 2023 at 6:00 p.m.

The meeting was adjourned at 9:31 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 Special Orders Session meeting held March 7, 2023.

Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING  
TUESDAY, MARCH 21, 2023**

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

The meeting was opened with the Pledge of Allegiance and the invocation by Supervisor Karen Powers. The following Supervisors were present: 32 – Dowling, Nichols, Eisen, Horan, Defferding, Wise, Nussbaum, Stafford, Albrecht, Gabert, Binder, Swan, Robinson, Floam, Gordon, Ponzer, Belville, Norton, Hinz, Zellmer, Schellenger, Powers, Hanson, Cox, Gustafson, Youngquist, Farrey, Harrison, Zastera, Egan, Nelson and Miller. Excused: 4 – Borchart, Ellenberger, Buck and Beem.

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

**PUBLIC HEARING**

The following people spoke in favor of Resolution No. 203-032023: "Appropriating Funds in the Amount of \$145,000 for each Municipality or Town Primarily Located within Winnebago County":

- Bob Schmeichel, Town of Neenah Chairman & the Wisconsin Towns Association Winnebago County Units Chairman
- Brenda Kubasta, Village of Winneconne Trustee
- Jim Erdman, Town of Oshkosh Chairman
- Frank Frassetto, Town of Black Wolf Chairman

The following individual spoke in support of the amended Resolution No. 167-012023: "Creating a Special Revenue Fund Titled the Spirit Fund, and Transferring Surplus Funds from the General Fund and Park View Fund to the Spirit Fund" and Resolution No. 203-032023: "Appropriating Funds in the Amount of \$145,000 for each Municipality or Town Primarily Located within Winnebago County":

- Matt Olson, Town of Winchester Chairman

Bill Topel, Human Services Director, urged County Board Supervisors to please support the revisions to the Winnebago County Compensation Schedule for 2023. There have been sessions for employees to attend the past two weeks to receive information and understand what changes are being proposed and how it will affect them. The staff has expressed appreciation to Dr. Topel.

Eric Rasmussen, Emergency Management Director, spoke in favor of the amended Resolution No. 170-012023: Authorizing a transfer of ~~\$853,000~~ \$925,000 from the Spirit Fund to the General Fund for the Purpose of Funding Budgeted Expenses in the Facilities Department for Purchase and Installation of an Emergency Generator and Other Emergency Preparedness Needs at the Sunnyview Expo Center. He explained the need, benefits and how the approval of this resolution will affect the whole county.

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

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

- Resolutions from Other Counties:
  - Crawford County – Resolution 3-0223 supporting "Request for Revision of \$77.24 Wis.Stats. Regarding Division of Real Estate Transfer Fees" was referred to the Legislative Committee.
  - Green Lake County – Resolution 01-2023, "Requesting State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula" was referred to the Legislative Committee.
  - Green Lake County – Resolution No. 04-2023, "Requesting State of Wisconsin to Use a Portion of the 2023 Budgetary Surplus for the Maintenance, Repair and Replacement of County Trunk Highway System" was referred to the Legislative Committee.
  - Marathon County – Resolution No. R-7-23, "Requesting the State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula" was referred to the Legislative Committee.
  - Trempealeau County – Resolution No. 2023-02-01 - "Request State Revise the Current Real Estate Transfer Fees Revenue Sharing Formula" was referred to the Legislative Committee.
- Commendations:
  - Commendations for Valinda Applebee, Susan T. Ertmer and Pattie Quint
  - Commendation for Mary Krueger from the Wisconsin County Treasurer's Association

## **REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS**

Supervisor Farrey reported that there will be a Legislative Committee meeting on Monday, March 27, 2023 at 8:30 am. Materials for that meeting for members that are County Board Supervisors were placed on their desks.

Supervisor Horan reminded everyone that Winnebago County Scholarship applications are due by March 31, 2023. The scholarships are from the County Board in the amount of \$1,000. She is on a committee from the WCA related to the UW Extension. The first meeting we had was a meet and greet session that consisted about 11 people on zoom. The mission remains the same to meet the needs of the people of Wisconsin. The next meeting will be held in April. She also attended a WCA Legislative Conference on February 28 thru March 1, 2023, and gave a brief synopsis of issues that were discussed.

Supervisor Brian Defferding stated his NACO report included that the National Judicial Task Force was going to examine the State Courts Responses to Mental Illness. This includes what the State of Wisconsin can do along with what the counties can do to implement those recommendations. The National Chief Justice Summit will be held on April 21, 2023, in Madison on Mental Health. He will be attending this event. The Summit will feature local, state & national speakers on a range of mental health issues.

### **COUNTY EXECUTIVE'S REPORT**

Executive Assistant Ethan Hollenberger read the County Executive's report that was provided to him by the County Executive that reported on the following topics:

- A moment of silence was taken for David and Jan Metzger. David previously served on the County Board. Our hearts go out to the family during this difficult time.
- County Executive Doemel apologizes for not being here tonight but is taking the opportunity to spend time with his family.
- Executive Assistant Hollenberger spoke regarding the County Merit Structure and the inability to move along the pay grades. A resolution will be brought forward to the County Board tonight for a vote which will immediately address the in-range compression. This is the 1<sup>st</sup> step in moving forward in improving our total compensation plan. There will be more to follow focusing on the current merit pay and benefit packages. We have to be sure whatever we do, we can afford going forward.
- The Spirit Fund is also coming back tonight and apologized for not changing the name. Changing the name would have made it even more confusing. The ARPA Strategy and Outcomes Commission has reviewed the appropriate use of ARPA spending. They have ensured no future revenue will be jeopardized. It is still his belief that this is in the best interest of the county and for transparency that we create this fund. If the County Board decides to create the Spirit Fund tonight, he urges the County Board to pass the projects that will be presented and voted on tonight. The County Executive supports them all. It is time to start moving this process along.
- The Parks Department is in final negotiations with the Pyrotechnic Guild International (PGI) for the national conference. There will be two public viewing nights. Both the town and the city have approved the firework permits. They are working on a final layout and more information will be coming soon.
- On March 31, 2023, the courthouse will host the state student congress with participants from Neenah, Brookfield, Madison, Port Washington, West Bend, Sheboygan, and Milwaukee.
- The County Executive will declare April 2, 2023, "Autism Awareness Day".

### **COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Egan reported that Supervisor Borchart, Ellenberger, Buck and Beem are excused from tonight's meeting.

Chairman Egan stated he was also disappointed with the McGrath study. Hope we would consider different agencies or vendors in the future vs going with the same person/agency again.

Chairman Egan is also the co-chair of ARPA. The commission has put a lot of work into this and hopes everyone will support the resolutions that will be presented tonight and pass them so we can move this process along.

Chairman Egan is also on the Highway Committee. The Highway Department is having problems with their trucks, the tailgates if they dump, will fall off. He requested the Highway Committee to have this addressed at their next meeting. If we need parts to fix the trucks, we need to be able to do that in a timely manner.

.....

### **CONSENT AGENDA**

Consent Agenda 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 Agenda for Discussion.

Motion by Supervisor Albrecht and seconded by Supervisor Stafford, to adopt the consent agenda excluding:

- Approval of Proceedings from the February 7, 2023 and February 28, 2023 board meetings. Supervisor Farrey requested that this item be pulled from the Consent Agenda.
- Report No. 001 – Divine Journey Home Buyers, LLC; Town of Winneconne  
Supervisor Nelson requested to have this item pulled from the Agenda and referred back to the Planning & Zoning Committee.
- Amending Ordinance No. 03/001/23 – Rezoning from R-1 to R-2 for tax parcel number 030-0239-06(p)  
Supervisor Nelson requested to have this item pulled from the Agenda and referred back to the Planning & Zoning Committee.
- Ordinance No. 200-032023: Amend Winnebago County General Code Chapter 7.02 "Speed Limit Regulations" to Include the Proposed Modifications  
Supervisor Gabert requested that this item be pulled from the Consent Agenda.
- Resolution No. 201-032023: Approval of a Budget Transfer in the Amount of \$65,000 for Operational Expenses of the Medical Examiner's Budget.  
Supervisor Farrey requested that this item be pulled from the Consent Agenda.

CARRIED BY VOICE VOTE.

#### **County Board Chairman's Appointment:**

Winnebago County Board of Supervisors Ad Hoc Task Force to Review Committee Structure - Supervisors Defferding, Eisen, Floam, Gabert, and Hanson

Winnebago County Board of Supervisors Ad Hoc Task Force on Per Diem Structure - Supervisors Binder, Ellenberger, Harrison, Powers, Schellenger, Wise and Zastera

#### **ZONING REPORTS & ORDINANCES**

Report No. 002 - Gregory Freer, et al; Town of Wolf River

Amendatory Ordinance No. 03/002/23 - Rezoning from A-2/R-1 to A-2/R-1/R-2 for tax parcel nos. 032-0683, 032-0683-01 and 032-0683-02 (Effective Date: April 5, 2023)

Amendatory Ordinance No. 03/003/23 - Town of Winchester on behalf of Multiple Property Owners, Rezoning from A-1 to A-2 (Effective Date: April 5, 2023)

The list of parcel numbers can be found at the following link: <https://www.co.winnebago.wi.us/county-clerk/tue-03212023-1800/winnebago-county-board-supervisors>

#### **RESOLUTIONS & ORDINANCES**

##### **Resolution No. 195-032023: Commendation for Valinda Applebee**

WHEREAS, Valinda Applebee has been employed with Park View Health Center, for the past twenty-three years, and during that time has been a most conscientious and devoted County employee; and

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

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

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Valinda Applebee.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

##### **Resolution No. 196-032023: Commendation for Susan T. Ertmer**

WHEREAS, Susan T. Ertmer has served the citizens of Winnebago County for the past forty-three years as County Clerk of Winnebago County; and

WHEREAS, prior to her election to the position of County Clerk, Ms. Ertmer served the citizens of Winnebago County for nineteen years in various positions within the County Clerk's Office;

WHEREAS, throughout her term of office, Ms. Ertmer has distinguished herself as a most conscientious and dedicated public servant; and

WHEREAS, Ms. Ertmer has recently completed her services to Winnebago County.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that sincere appreciation and commendation be and it hereby is extended to Susan T. Ertmer for the fine services she has rendered to the citizens of Winnebago County.

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Susan T. Ertmer.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

**Resolution No. 197-032023: Commendation for Pattie Quint**

WHEREAS, Pattie Quint has been employed with Park View Health Center, for the past forty years, and during that time has been a most conscientious and devoted County employee; and

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

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

BE IT FURTHER RESOLVED, that the County Clerk send a copy of this Resolution to Pattie Quint.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

**Resolution No. 198-032023: Disallow Claim of Wynonna Potter**

WHEREAS, your Personnel and Finance Committee has had the claim of Wynonna Potter referred to it for review; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Wynonna Potter, filed with the County Clerk, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

**Resolution No. 199-032023: Disallow Claim of Christy Wolff**

WHEREAS, your Personnel and Finance Committee has had the claim of Christy Wolff referred to it for review; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Christy Wolff, filed with the County Clerk, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

.....  
**Ordinance No. 200-032023: Amend Winnebago County General Code Chapter 7.02 "Speed Limit Regulations" to Include the Proposed Modifications**

WHEREAS, the Highway Committee has reviewed and recommends approval of the following amendments to the Winnebago County General Code Chapter 7.02: Speed Limit Regulations as attached; and

WHEREAS, the amendments define and expand the speed limits in the Town of Winneconne on County Trunk Highway "G" to 45 miles per hour from its intersection with County Trunk Highway "M" easterly for a distance of 1.51 miles to the intersection with Cross Road; and

WHEREAS, the amendments define and expand the speed limits in the Town of Winneconne on County Trunk Highway "M" to 45 miles per hour from its intersection with County Trunk Highway "G" northerly for a distance of 1.85 miles to its intersection with Clark Point Road.

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

(7) COUNTY TRUNK HIGHWAY "G"

(c) Town of Winneconne

1. 45 miles per hour from its intersection with County Trunk Highway "M" easterly for a distance of 1.51 miles to its intersection with Cross Road.

(13) COUNTY TRUNK HIGHWAY "M"



(b) Town of Winneconne

2. 45 miles per hour from its intersection with County Trunk Highway "G" northerly for a distance of 1.85 miles to its intersection with Clark Point Road.

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

Submitted by:  
HIGHWAY COMMITTEE

Consent Agenda pulled item Ordinance No. No. 200-032023: Amend Winnebago County General Code Chapter 7.02 "Speed Limit Regulations" to Include the Proposed Modifications. Motion by Supervisor Albrecht, seconded by Supervisor Floam, to adopt. CARRIED BY VOICE VOTE.

**Resolution No. 201-032023: Approval of a Budget Transfer in the Amount of \$65,000 for Operational Expenses of the Medical Examiner's Budget**

WHEREAS, Operational Expenses for Medical Examiner's office were over budget in 2022 by \$63,830; and  
WHEREAS, the overages in the Operational Expenses are due to multiple factors including increased autopsy and toxicology cases and lack of storage capacity leading to increased transportation costs and storage fees; and  
WHEREAS, there has been an increase in overdose deaths in 2022 and the trend is continuing; and  
WHEREAS, changes in operational procedures for pathology labs have increased costs. It is now routine for pathology labs to receive decedents on the day of autopsy resulting in increased storage costs and transportation costs; and

WHEREAS, operating expenses are an estimate and can fluctuate based on the amount and type of death investigations the Medical Examiner's office handles.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves a budget transfer in the amount of \$65,000 for Operational Expenses of the Medical Examiner's Budget.

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

Consent Agenda pulled item Resolution No. 201-032023: Approval of a Budget Transfer in the Amount of \$65,000 for Operational Expenses of the Medical Examiner's Budget. Motion by Supervisor Cox, seconded by Supervisor Hanson, to adopt. Vote on Resolution: AYES: 32; NAYES: 0; ABSENT: 4 – Borchart, Ellenberger, Buck and Beem. CARRIED.

**RESOLUTIONS AND ORDINANCES**

**AMENDED**

**RESOLUTION NO. 167-012023: Creating a Special Revenue Fund Titled the Spirit Fund, and Transferring Surplus Funds from the General Fund and Park View Fund to the Spirit Fund**

WHEREAS, Winnebago County has received funds totaling \$33,390,918 in State and Local Fiscal Recovery Funds (SLFRF) under the American Rescue Plan Act of 2021 (ARPA); and

WHEREAS, by Resolution No. 277-022022 the county board created a Winnebago County ARPA Strategy and Outcomes Commission, with the directive that "[a]ll ARPA spending and appropriation requests are to be submitted to the ARPA Strategy and Outcomes Commission for its recommendation prior to action by the full County Board"; and

WHEREAS, upon recommendation of the ARPA Strategy and Outcomes Commission and through Resolution No. 110-102022, the Winnebago County Board recognized State and Local Fiscal Recovery Funds in the amount of \$33,390,918 as replacement of public sector revenue for the County, and further identified expenses incurred and paid in the form of wages between March 4, 2021 and September 30, 2022, in general fund departments and at Park View Health Center, as general government services which had been funded through the use of such replacement of public sector revenue; and

WHEREAS, at the January 17, 2023, county board meeting, the Winnebago County Board referred this resolution, which established a special revenue fund, back to the ARPA Strategy and Outcomes Commission to review the surpluses caused by previous board action and explore any effects of establishing a special revenue fund under the January proposal; and

WHEREAS, the ARPA Strategy and Outcomes Commission, in consultation with the Director of Finance, has reviewed ARPA rules and recommends a similar action as the previous proposals and requests creation of a special revenue account to set aside surplus funds caused by this amended resolution, to be used for purposes specified herein so that the spent dollars can be reported to the county board and public at large and to ensure the funds are spent in the



spirit of ARPA and to improve resiliency in our community as has been permitted by the ARPA law and regulations of the United States Department of the Treasury; and

WHEREAS, this approach has been reviewed by the county's Finance Director, auditor, and outside financial consultant as legal without negative effects to the county;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that Resolution No. 110-102022 be superseded by this resolution to recognize all Winnebago County State and Local Recovery Funds as revenue replacement through the calculation under the United States Department of the Treasury Final Rule dated April 1, 2022, and the expenditure grant be allocated to wages in general fund departments in the amount of \$24,709,281 and Park View Health Center in the amount of \$8,681,638 as general government services from January 1, 2022, to March 31, 2023.

BE IT FURTHER RESOLVED that the surpluses resulting from this resolution shall be transferred to establish a separate special revenue fund titled the Spirit Fund, consisting of \$24,709,281 from the undesignated general fund and \$8,681,638 from the Park View Health Center fund, in total \$33,390,918, and that it is the intent of the Board that such funds be spent on projects which fall within authorized expenditures of the US Department of the Treasury's ARPA Final Rule, within any of the following categories, and within the framework document created by the ARPA Strategy and Outcomes Commission:

- (1) County Government Projects (25% 50% of funds)
- (2) Government Identified Community Projects (50% of funds)
- ~~(3) Non-Governmental Community Projects (25% of fund)~~

BE IT FURTHER RESOLVED that all interest accrued on the ARPA SLFRF funds before the enactment of this resolution shall also be transferred to the Spirit Fund and spent in the same manner as the principal amount.

BE IT FURTHER RESOLVED that the ARPA Strategy and Outcomes Commission will directly recommend all requests for spending and appropriation for uses of the special revenue Spirit Fund to the full County Board for final appropriation and passage.

BE IT FURTHER RESOLVED that the county administration shall develop a dashboard or other reporting mechanism posted to the county website which tracks the spending and allocation of the newly-created fund.

Submitted by:  
ARPA STRATEGY AND OUTCOMES COMMISSION

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

Motion by Supervisor Dowling, seconded by Supervisor Hanson, to amend resolution. Remove 25% and replace with 50% on line 46 and strike line 48.

Vote on amendment. AYES: 21; NAYES: 11 – Nichols, Eisen, Wise, Swan, Gordon, Norton, Zellmer, Schellenger, Youngquist, Farrey, and Harrison; ABSTAIN: 0; ABSENT: 4 – Borchart, Ellenberger, Buck and Beem. PASSED.

Vote on Resolution as amended. CARRIED BY VOICE VOTE.

## **AMENDED**

**RESOLUTION NO. 168-012023: Authorizing a transfer of \$175,000 from the Spirit Fund to the General Fund for the Purpose of Funding Budgeted Expenses in the County Executive's Office for Assistance with Strategic Planning and Priority-based Budgeting**

WHEREAS, by Resolution 143-112022, adopted by the Winnebago County Board of Supervisors on November 15, 2022, the Board transferred \$175,000 from the Undesignated General Fund Balance to the Other Contracted Services account in the County Executive's Office for use in obtaining assistance with strategic planning and priority-based budgeting; and

WHEREAS, in that same resolution the Board recognized that "funds allocated for these purposes from the undesignated general fund may be later replaced by resources made available through designated uses of ARPA funds"; and

WHEREAS, the Board has now created a fund known as the Spirit Fund, using resources made available through use of ARPA funds designated as replacement of lost revenue and used for general government services through Resolution No. 167-012023; and

WHEREAS, the County Executive has signed a contract with Resource X, a sole source provider of the priority-based budgeting tool which has been utilized by several counties and municipalities across the country and state, and is expected to launch the project this spring; and

WHEREAS, the County Executive is pursuing a local facilitator for portions of the strategic plan; and

WHEREAS, the \$175,000 appropriation for strategic planning and priority-based budgeting is an appropriate use of dollars from the Spirit Fund, and the Undesignated General Fund Balance, which was the original source of funding for this appropriation, should be replaced with dollars from the Spirit Fund;

WHEREAS, this project falls within the County Government Projects category identified by the ARPA Strategy and Outcomes Commission in their framework document and would preserve undesignated general fund balance for other uses.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes a transfer of \$175,000 from the Spirit Fund to the General Fund for the purpose of funding already-budgeted expenses in the County Executive's Office for assistance with strategic planning and priority-based budgeting.

Submitted by:  
ARPA STRATEGY AND OUTCOMES COMMISSION

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

**AMENDED**

**RESOLUTION NO. 169-012023: Authorizing a Capital Improvements Project for Purchase of Digital Subscriber Units (Radios) for County Departments, to Be Funded by a Transfer of ~~\$2,560,000~~ \$2,725,000 from the Spirit Fund**

WHEREAS, digital subscriber units, commonly known as radios, were originally purchased for all public safety entities within Winnebago County beginning in 2011, as part of an eleven-million-dollar countywide upgrade including infrastructure; and

WHEREAS, the purchased radios had an expected life of 7 to 10 years, and have been out of warranty since 2015; and

WHEREAS, approximately 420 radios used by the Sheriff's Office as well as the Highway, Facilities, Public Health, Emergency Management, District Attorney, and Medical Examiner departments must be replaced to ensure mission-critical services can be provided; and

WHEREAS, this proposal includes a contingency of ten percent; and

~~WHEREAS, the \$2,560,000 in County funding for a capital improvements project to purchase digital subscriber units (radios) for County departments is an appropriate use of dollars from the Spirit Fund.~~

~~WHEREAS, this project falls within the County Government Projects category outlined by the ARPA Strategies and Outcomes as it will eliminate the need to borrow through the debt property tax levy or reduce the undesignated general fund balance.~~

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes a capital improvements project for purchase of digital subscriber units for County departments, to be funded with ~~\$2,560,000~~ \$2,725,000 from the Spirit Fund.

Submitted by:  
ARPA STRATEGY AND OUTCOMES COMMISSION

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

A friendly amendment was requested to include the ARPA vote 7-0 on resolution.

Motion by Supervisor Zastera to amend the resolution to add the purchase of two smart radios. This motion dies for lack of a second.

Vote on Resolution. CARRIED BY VOICE VOTE.

**AMENDED**

**RESOLUTION NO. 170-012023: Authorizing a transfer of ~~\$853,000~~ \$925,000 from the Spirit Fund to the General Fund for the Purpose of Funding Budgeted Expenses in the Facilities Department for Purchase and Installation of an Emergency Generator and Other Emergency Preparedness Needs at the Sunnyview Expo Center**

WHEREAS, the Board has now created a special revenue fund known as the Spirit Fund, using resources made available through use of ARPA funds designated as replacement of lost revenue and used for general government services through Resolution No. 167-012023; and

WHEREAS, an amendment to the 2023 Executive Budget, which increased the capital outlay budget in the Facilities and Property Management Department for purposes of purchasing and installing an emergency generator ~~and other emergency preparedness needs~~ at the Sunnyview Expo Center, was passed by the Winnebago County Board of Supervisors and included in the 2023 Adopted Budget; and

WHEREAS, a \$925,000 appropriation for purchase and installation of an emergency generator ~~and other emergency preparedness needs~~ is an appropriate use of dollars from the Spirit Fund, and the Undesignated General Fund balance, which was the original source of funding for this appropriation, should be replaced with dollars from the Spirit Fund; and

~~WHEREAS, Sunnyview Expo Center is identified in numerous emergency plans across the county as a multi-purpose emergency venue and this building would not be viable and functional during a power outage; and~~

WHEREAS, twice this winter, Governor Tony Evers has issued an energy emergency due to potential power shortages and once energy users on the northside of the county were asked by the electric utility to turn down their thermostat to preserve energy; and

WHEREAS, the electrical components at Sunnyview Expo Center have exceeded their functional life expectancy and this project fills a critical need for a self-sustaining emergency operational facility to provide continuation of public services or public shelter and

WHEREAS, the IT infrastructure would not support County Operations in an emergency scenario where one or more County office buildings were unavailable; and

WHEREAS, the current facility does not allow for access to residents in a bariatric wheelchair; and

WHEREAS, these modifications to Sunnyview Expo Center will help to make Winnebago County a more prepared and resilient community; and

WHEREAS, the initial budget amendment did not include funds for design or contingency needed in the amount of \$72,000 resulting in the need to increase the project to a total of \$925,000; and

WHEREAS, this project falls within Government Identified Community Projects outlined by the ARPA Strategy and Outcomes Commission because numerous other local governments and organizations across the county use the building in their emergency response planning.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the amount included in the 2023 budget for purchase and installation of an emergency generator at Sunnyview Expo Center be increased from \$853,000 to \$925,000, that these funds may be used for purchase and installation of an emergency generator and other emergency preparedness needs, and that this project be funded through a transfer of \$925,000 from the Spirit Fund.

Submitted by:

ARPA STRATEGY AND OUTCOMES COMMISSION

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

#### **AMENDED**

**RESOLUTION NO. 172-012023: Authorizing a transfer of \$300,000 from the Spirit Fund to the General Fund for the Purpose of Funding Budgeted Expenses in the Facilities Department for a Facilities Condition Assessment Study**

WHEREAS, the Board has now created a special revenue fund known as the Spirit Fund, using resources made available through use of ARPA funds designated as replacement of lost revenue and used for general government services through Resolution No. 167-012023; and

WHEREAS, an amendment to the 2023 Executive Budget, which increased the professional services budget in the Facilities and Property Management Department for purposes of conducting a County-wide facilities condition assessment study, was passed by the Winnebago County Board of Supervisors and included in the 2023 Adopted Budget; and

WHEREAS, the \$300,000 appropriation for a Facilities Condition Assessment study is an appropriate use of dollars from the Spirit Fund, and the Undesignated General Fund balance, which was the original source of funding for this appropriation, should be replaced with dollars from the Spirit Fund; and

WHEREAS, a request for proposal (RFP) was completed for this project and the Director of Facilities and Property Management is beginning negotiations with a selected firm with an anticipated start of early spring; and

WHEREAS, this project falls within the County Government Projects category outlined by the ARPA Strategy and Outcomes Commission in their framework document.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes a transfer of \$300,000 from the Spirit Fund to the General Fund for the purpose of funding already-budgeted expenses in the Facilities and Property Management Department for a Building Condition Assessment study.

Submitted by:

ARPA STRATEGY AND OUTCOMES COMMISSION

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

**RESOLUTION NO. 202-032023: Appropriating Funds in the Amount of \$3,030,300 for Land and Water Conservation Projects administered by the Land and Water Conservation Department (LWCD)**

WHEREAS, the Board has now created a special revenue fund known as the Spirit Fund, using resources made available through use of ARPA funds designated as replacement of lost revenue and used for general government services through Resolution No. 167-012023; and

WHEREAS, about twenty-five percent of the land in Winnebago County is covered by water; and

WHEREAS, the Winnebago Lake System contains about seventeen percent of the state's inland water; and

WHEREAS, an infusion of capital will allow the LWCD to take the appropriate amount of time to determine the highest and best need for a multi-decade impact to preserve our land and water resources; and

WHEREAS, these funds will be used on legacy projects with the primary focus being to improve water quality in Winnebago County ensuring future generations benefit from these investments; and

WHEREAS, this allocation is within the Government Identified Community Projects category identified by the ARPA Strategy and Outcomes Commission in their framework document;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that an appropriation of \$3,030,300 from the Spirit Fund for the Land and Water Conservation Department to implement conservation efforts to include but not be limited to Harvestable Buffer Programs, Soil Health Programs, Wetland Development and Restoration, Waterway Systems, Barnyard Runoff Control Systems, Manure Storage Closures, Off-Shore Breakwaters, Shoreline Habitat Restoration, Well Abandonments, Rain Gardens, and Management Plans.

BE IT FURTHER RESOLVED that a policy plan shall be established by the Land Conservation Committee (LCC) which shall contain or comply with the following:

- (1) A timeframe to expend the funds
- (2) Conservation practices and the estimated amounts within each practice
- (3) All practices shall consist of a cost-share of which the county share paid may not exceed 90%
- (4) All practices shall be tracked for success and subsequently reported the LCC
- (5) These funds may be used as a local match to secure other grant funding
- (6) The LWCD shall comply with all requests of county administration and Spirit Fund reporting requirements including a dashboard or other reporting mechanism on the county website

BE IT FURTHER RESOLVED that the LCC shall receive an annual report from the LWCD Director and may amend the policy plan as needed within the original timeline set by the LCC.

Submitted by:

ARPA STRATEGY AND OUTCOMES COMMISSION

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

**RESOLUTION NO. 203-032023:                   Appropriating Funds in the Amount of \$145,000 for each Municipality or Town Primarily Located within Winnebago County**

WHEREAS, the Board has now created a special revenue fund known as the Spirit Fund, using resources made available through use of ARPA funds designated as replacement of lost revenue and used for general government services through Resolution No. 167-012023; and

WHEREAS, twenty-one municipalities or towns are primarily located within Winnebago County which include the cities of Neenah, Menasha, Omro & Oshkosh, villages of Winneconne & Fox Crossing, and towns of Algoma, Black Wolf, Clayton, Neenah, Nekimi, Nepeuskun, Omro, Oshkosh, Poygan, Rushford, Utica, Vinland, Winchester, Winneconne & Wolf River; and

WHEREAS, the ARPA Strategy and Outcomes Commission has received requests from local government partners for the release of funds for radios, emergency response vehicles, park projects, and other needs; and

WHEREAS, the ARPA Strategy and Outcomes Commission created a framework document for the funds, which outlines the desire for spending to be geographically diverse and ensure all corners of the county receive funding for at least one project; and

WHEREAS, allocating an equal amount to each local government allows the county to fund the many project requests in an equitable manner; and

WHEREAS, this project falls within the Government Identified Community Projects category as outlined by the ARPA Strategies and Outcomes Commission.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that an allocation of \$145,000 for each municipality or town primarily within the county's boundaries is appropriated from the Spirit Fund in the total amount of \$3,045,000 subject to the administration of the Director of Finance, who is authorized to disburse funds in accordance with the requirements of this Resolution, and that it is the intent of the Board that such funds be spent on projects which fall within any of the categories authorized by the county's ARPA Strategy & Outcomes Commission or for ARPA SLFRF funds by U.S. Department of the Treasury regulations.

BE IT FURTHER RESOLVED that all municipalities or towns receiving an allocation shall comply with all of the following:

- (1) Identify by governing body vote the projects or projects on which the allocations are desired to be spent;
- (2) Provide a short narrative on how the project or projects follow the framework document created by the ARPA Strategy and Outcomes Commission which will serve as the request for the allocation;
- (3) Ensure all projects are completed within the boundaries of Winnebago County;
- (4) Provide documentation that all required local and federal procurement procedures are followed;
- (5) Provide documentation as required by county administration to comply with subsequent Spirit Fund reporting and auditing requirements;
- (6) Sign a standard agreement prepared by the county to ensure equal treatment;

(7) Spend the allocation by December 31, 2024.

BE IT FURTHER RESOLVED that municipalities or towns may request allocations be transferred to other municipalities or towns, and that the funds may be used only for a government purpose and shall not be sub-granted by the municipalities or towns.

Submitted by:  
ARPA STRATEGY AND OUTCOMES COMMISSION

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

Motion by Supervisor Norton to amend the resolution to allocate \$3,045,000 to the 21 Winnebago County municipalities according to population based on 2020 census data. This motion dies for lack of a second.

Vote on Resolution. CARRIED BY VOICE VOTE.

**ORDINANCE NO. 204-032023:                   Amend Section 11.11 of the General Code of Winnebago County (Amend Appendix A: Winnebago County Public Health Department Permit Fee Schedule)**

WHEREAS, Section 11.11 of the General Code for Winnebago County specifically provides the Winnebago County Board of Supervisors with the authority to establish permit fees for the Winnebago County Public Health Department; and

WHEREAS, the Winnebago County Public Health Department annually reviews said Permit Fee Schedule and makes a recommendation to the Winnebago County Board of Health and to the Winnebago County Board of Supervisors regarding establishing fees for various Public Health Department permits so as to keep said fees reflective of the actual cost of issuing such permits and reflect changes in State law; and

WHEREAS, the Winnebago County Board of Health is recommending that Appendix A of Chapter 11 of the General Code for Winnebago County, authorized specifically by Subsection 11.11(7), be amended as reflected in the attached proposed Permit Fee Schedule.

NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO DOES ORDAIN AS FOLLOWS: that Appendix A of Chapter 11 of the General Code of Winnebago is hereby amended to read as indicated in the attached document, marked as Appendix A: Winnebago County Health Department 2023-2024 Permit Fee Schedule.

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

Submitted by:  
BOARD OF HEALTH

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

**RESOLUTION NO. 205-032023:                   Authorize Acceptance of \$100,000 Grant from N.E.W. Mental Health Connection to cover the costs of a Suicide Prevention Coordinator**

WHEREAS, the Public Health Department employs a Suicide Prevention Coordinator; and

WHEREAS, in the past, this position has been supported by a combination of funds from a community partner and a grant from the Medical College of Wisconsin for which the Public Health Department is the fiscal agent; and

WHEREAS, the funding for this position is being taken over by N.E.W Mental Health Connection; and

WHEREAS, N.E.W. Mental Health Connection has agreed to provide \$100,000 to cover the cost of a Suicide Prevention Coordinator.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it authorizes approval to accept \$100,000 from N.E.W Mental Health Connection to cover the costs of the Suicide Prevention Coordinator.

Submitted by:  
BOARD OF HEALTH  
PERSONNEL & FINANCE COMMITTEE

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



WHEREAS, in 2022 Winnebago County engaged the services of McGrath and Associates as compensation consultants to study the County's current pay structures and the labor markets, and make recommendations for changes which will help the County attract and retain employees in the rapidly changing labor market; and

WHEREAS, the results of the study identified that 33% of the positions surveyed appear to have slipped below the average market minimum and the recommended changes by the consultant would realign positions within the market; and

WHEREAS, in range compression was identified as a major issue in the study and causes problems in recruitment as the competitive hiring range is not available as current employees are in this part of the salary range; and

WHEREAS, an adjustment to current employees' rate of pay based on the table below, will significantly alleviate in-range compression; and

WHEREAS, the consultant identified the comp ratio as a comparison of the County's salary range to the market, in which the proposed Compensation Schedule would have the top of Range A as a 45% comp ratio; the top of Range B – the control point – as a 50% comp ratio; the top of Range C as a 60% comp ratio; and the top of Range D as a 74% comp ratio; and

WHEREAS, a salary contingency fund of \$2,000,000 was included in the 2023 Winnebago County adopted budget for the purpose of funding pay increases that were expected to be recommended by the compensation consultant; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby adopts the attached revised Winnebago County Compensation Schedule, which will supersede the previously-approved Compensation Schedule effective after the day of publication of this resolution: and

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the pay rate of each regular employee which currently falls below the minimum of the grade for that employee's position on the new Compensation Schedule may be increased to the minimum for that grade, effective as of a date to be determined by the Director of Human Resources; and

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the years of service in position for each employee may be determined as of December 31, 2023, and that the pay rate of each regular employee which falls below the target pay rate for that employee's position and years of service in that position, as determined by the table below, may be increased to the target pay rate, effective as of a date to be determined by the Director of Human Resources, as follows:

<u>Years in Position</u>	<u>Target Pay Rate</u>
<u>3</u>	<u>45% of the comp ratio (top of range A)</u>
<u>1</u>	<u>42% of the comp ratio</u>
<u>2</u>	<u>44% of the comp ratio</u>
<u>3</u>	<u>46% of the comp ratio</u>
<u>4</u>	<u>48% of the comp ratio</u>
5	50% of the comp ratio (top of range B – control point)
7	52.5% of the comp ratio
9	55% of the comp ratio
11	57.5% of the comp ratio
13	60% of the comp ratio (top of range C)
15	62% of the comp ratio
17	64% of the comp ratio
19	66% of the comp ratio
21	68% of the comp ratio
23	70% of the comp ratio ; <u>and</u>

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the pay rate of each regular employee who was promoted to a higher-graded position after January 1, 2020 may be increased to the higher of: (1) the employee's pay rate as determined under the preceding provisions of this resolution, or (2) what the employee's pay rate would have been under the preceding provisions of this resolution if the employee had remained in the employee's previous position, plus a minimum promotional increase of 5%, effective as of a date to be determined by the Director of Human Resources.

Submitted by:  
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Cox, seconded by Supervisor Nussbaum, to adopt the resolution with the substitute amendment. Vote on Resolution. CARRIED BY VOICE VOTE.

Motion by Supervisor Farrey, seconded by Supervisor Dowling, to amend the attachment to the resolution; to move the County Executive's Assistant Position from pay grade 71 to pay grade 70.

Motion by Supervisor Hanson to suspend the amendment until the County Executive and the Executive Assistant are available to speak regarding this amendment. This motion was withdrawn.

Motion by Hanson, seconded by Supervisor Gordon, to call the question for Supervisor Farrey's amendment. CARRIED BY VOICE VOTE.

Vote on Supervisor Farrey's amendment; to move the County Executive's Assistant Position from pay grade 71 to pay grade 70. AYES: 28; NAYES: 3 – Eisen, Harrison and Nelson; ABSTAIN: 1 – Albrecht; ABSENT: 4 – Borchart, Ellenberger, Buck and Beem. PASSED.

Motion by Supervisor Eisen, seconded by Supervisor Nichols, to amend line 60 – "Be it further resolved to achieve retention and recruitment goals and to secure the blessings of financial prudence, this Winnebago County Board of Supervisors initiates a .5% sales tax to become effective July 1, 2023, for the purposes of funding employee excellence and other county financial needs. Of the 72 counties in Wisconsin, only 4 remain without a .5% sales tax. A .5% sales tax will generate \$15,000,000 a year of revenue for Winnebago County. Now is the time to act."

Motion by Gustafson, seconded by Supervisor Stafford, to call the question for Supervisor Eisen's amendment. CARRIED BY VOICE VOTE.

Vote on Supervisor Eisen's amendment. AYES: 3 – Eisen, Binder and Nelson; NAYES: 28; ABSTAIN: 1 – Nichols; ABSENT: 4 – Borchart, Ellenberger, Buck and Beem. FAILED.

Motion by Supervisor Gustafson, seconded by Supervisor Youngquist, to call the question. CARRIED BY VOICE VOTE.

Vote on Resolution No. 206-032023: Adopting Revisions to the Winnebago County Compensation Schedule for 2023 (Substitute Amendment) as amended. AYES: 32; NAYES: 0; ABSTAIN: 0; ABSENT: 4 – Borchart, Ellenberger, Buck and Beem. PASSED.

Motion by Supervisor Floam and seconded by Supervisor Nichols, to approve the February 7, 2023 Special Orders Session and February 28, 2023 Regular Session Board Proceedings for the Winnebago County Board of Supervisors as amended. CARRIED BY VOICE VOTE.

Supervisor Farrey requested to record his vote on Resolution No. 192-022023 on the February 28, 2023 proceedings to read as follows: Motion by Supervisor Cox, seconded by Supervisor Ellenberger to adopt. CARRIED BY VOICE VOTE.

**ABSTAIN: FARREY**

Supervisor Nussbaum requested to correct last bullet point on page 142 for Amendatory Ordinance No. 02/008/23 under Zoning Reports and Ordinances. Should read, "Amendatory Ordinance No. 02/008/23 – Town of Clayton on behalf of Cody Robel; rezone tax parcel no. 006-0034-01 from **R-1 and R-2 to R-1**."

Motion by Supervisor Albrecht, seconded by Supervisor Zellmer, to adjourn until the April 18, 2023 regular meeting at 6:00 p.m. The meeting was adjourned at 10:08 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 March 21, 2023.

Cassie J. Smith-Gregor  
Winnebago County Deputy Clerk



## **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

April 11, 2023

Dear Members of the County Board of Supervisors,

Below are my appointments to boards and commissions.

**ADRC COMMITTEE** – Jim Lauer of Neenah to a term expiring August 31, 2025.

**SOLID WASTE MANAGEMENT BOARD** – I am reappointing Supervisors Jim Wise & Shanah Zastera and citizen members Gerald Konrad of Oshkosh & Michael Easker of Neenah for three year terms to expire in April of 2026.

**WINNEFOX LIBRARY BOARD** – I am appointing Supervisor Doug Zellmer to serve as the County Board of Supervisors representative.

Respectfully submitted,

Jon Doemel  
Winnebago County Executive



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39

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

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

**BE IT FURTHER RESOLVED**, that the County Clerk send a copy of this Resolution to Cindy Krimmel.

Respectfully submitted by:

Committee Vote: **5-0**

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

Page 1

## Page 1

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29

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

**WHEREAS**, Thomas Matczynski has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge his years of service; and

**BE IT FURTHER RESOLVED**, that the County Clerk send a copy of this Resolution to Thomas Matczynski.

Respectfully submitted by:

Committee Vote: **5-0**

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

Jonathan D. Doemel  
Winnebago County Executive



SUSAN T. ERTMER  
County Clerk



**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

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

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

**NOTICE OF CLAIM**

DATE: March 15 2023  
TO: Joel Luepke, Melanie Boelter and Jenny Sonnleitner  
FROM: Cassie Smith-Gregor  
RE: Claim from Casey Haen

This claim will be presented to the county board at their April 18, 2023 meeting and forwarded to the Personnel & Finance Committee for action.

## Barthels, Julie A

---

**From:** Casey Haen <Casey\_Haen@secura.net>  
**Sent:** Tuesday, March 14, 2023 11:21 PM  
**To:** Barthels, Julie A  
**Cc:** jlupke@winnebagoountywi.gov  
**Subject:** FW: Vehicle Damaged By Plow Truck  
**Attachments:** Image.jpeg; Image.jpeg; Image.jpeg; Image.jpeg; Estimates.pdf

Good Evening,

My name is Casey Haen. I reached out Joel after my vehicle was damaged by a plow truck. Below is the requested information as well as the attached.

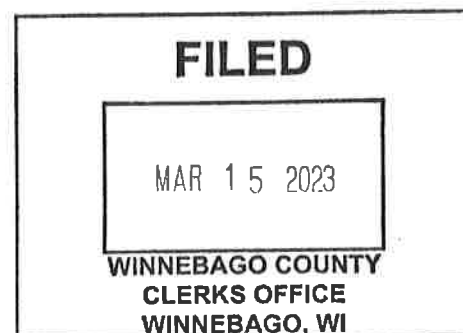
- 1.) I was driving North on Hwy 441 between the Midway and Appleton Road Exits in the 3<sup>rd</sup> lane closet to the median wall sometime between 9:05-9:20am on Monday, March 6<sup>th</sup>. At this time there was a snowplow traveling south on Hwy 441 on the opposite side of the median that was cleaning up the snow that was up against the wall and shot over the wall a very large amount of very heavy snow. The snow struck my vehicle extremely hard and made me swerve into the lane next to me. I was probably a 1 mile to a ½ mile from the Appleton Road exit at this time. I noticed the damage later that day and called Joel to report the damage.
- 2.) As you can see in the attached pictures the damage is to the Drivers side front of the vehicle. There is damage to the fog light, bumper and under part of the bumper are cracked and damaged to my Ford Edge.
- 3.) The damage was a result of the plow truck causing very heavy and a large amount of snow to strike my car when we were both going in 65-70 mph at each other. My car would of never been damaged if the snow plow had not tossed the snow over the median into the lane I was driving in.
- 4.) Two similar repair estimates attached. Damage is \$2300-\$2400. See attached.
- 5.) I did not have an opportunity to see if there were witnesses as I was driving on a highway and continued to drive after my vehicle was struck as the snow plow was heading the other way and I would not have been able to stop the snow plow or anyone driving near me.
- 6.) I did not call law enforcement, instead contacted the Winnebago County Highway Department

I am just looking to be made whole. There is no fault on my end for this and just looking to have my vehicle replaced per one of the estimates provided.

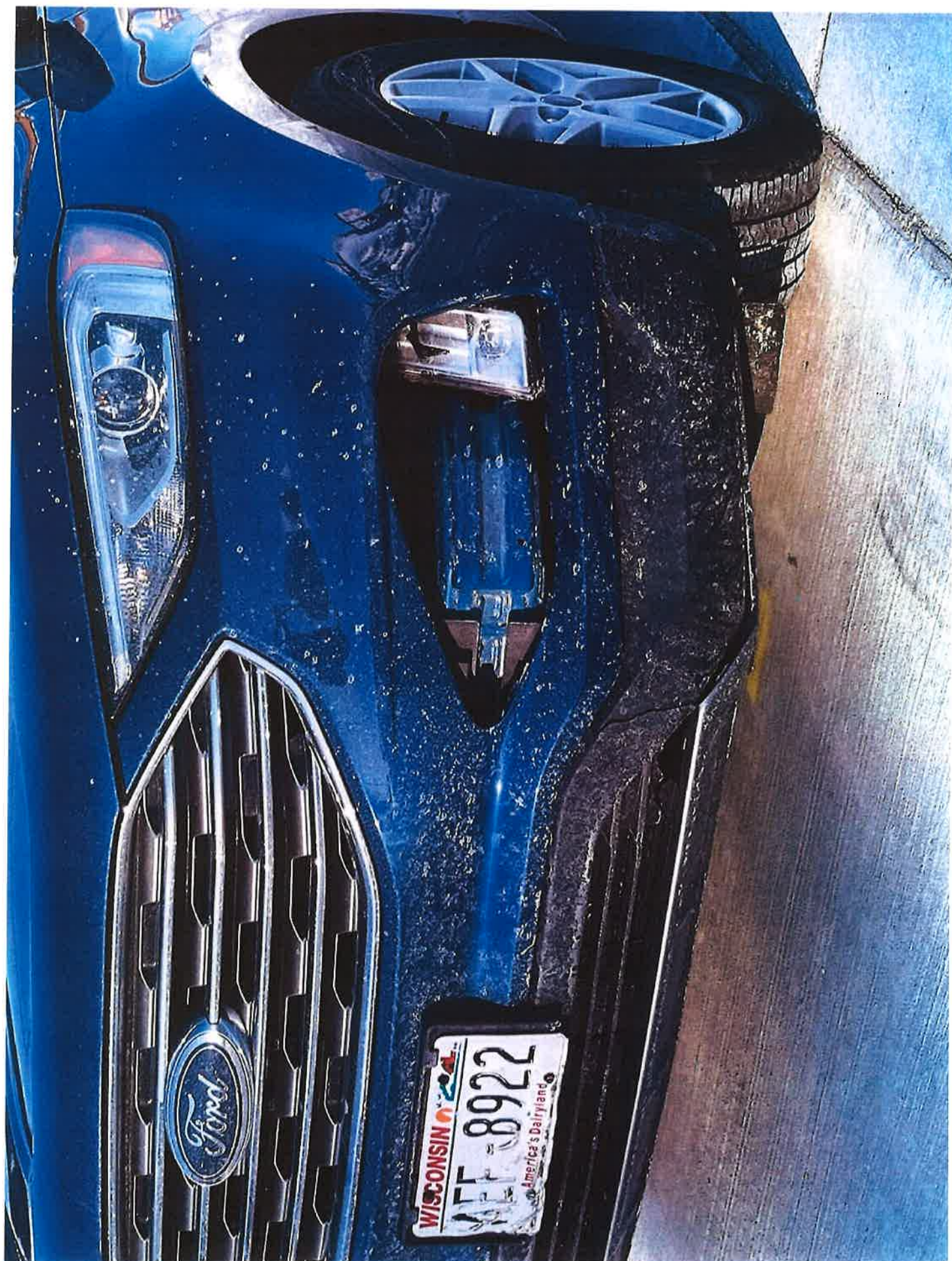
Any questions please contact me at 920-358-4141,

Casey Haen

Senior Sales Manager  
SECURA Insurance  
920-358-4141



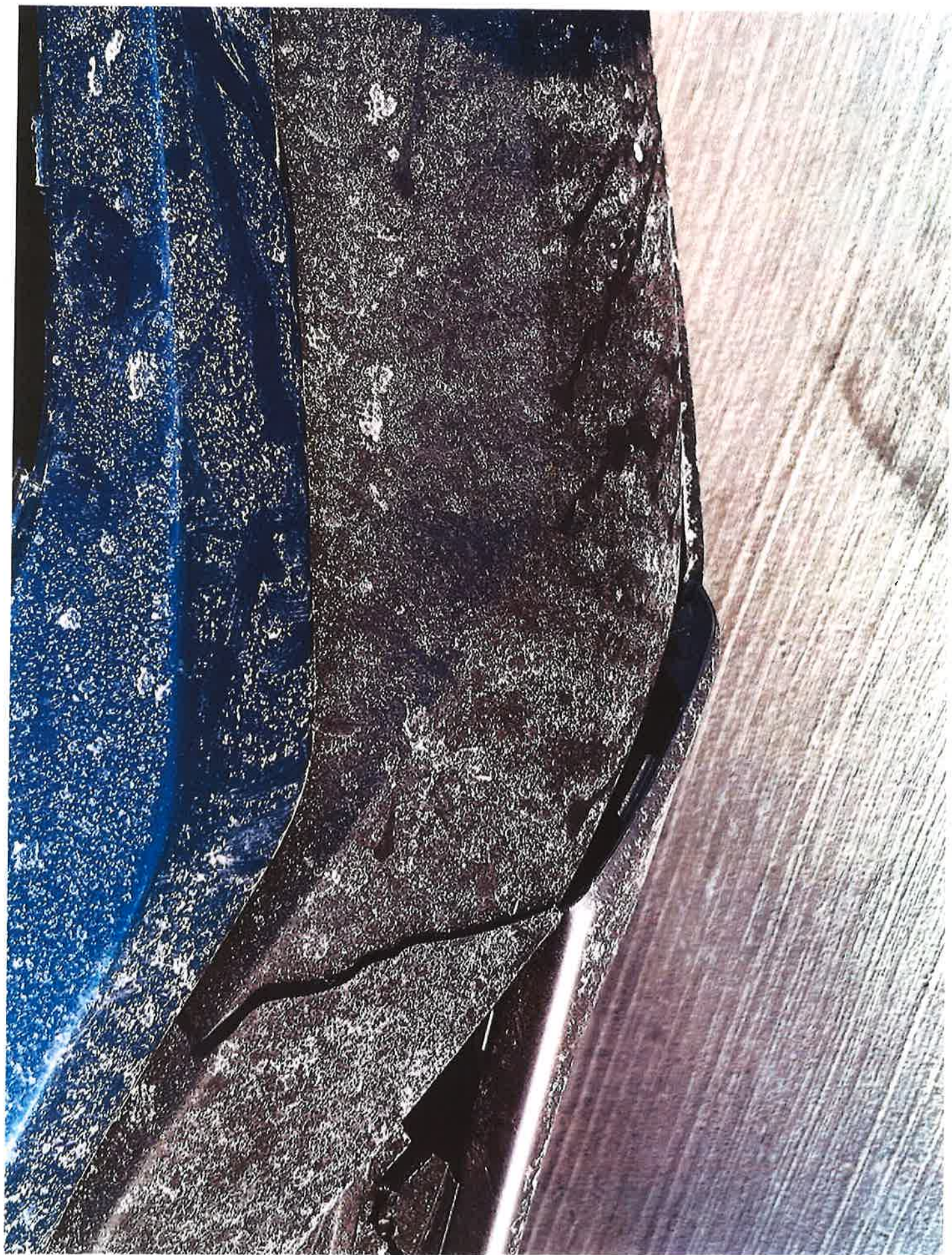




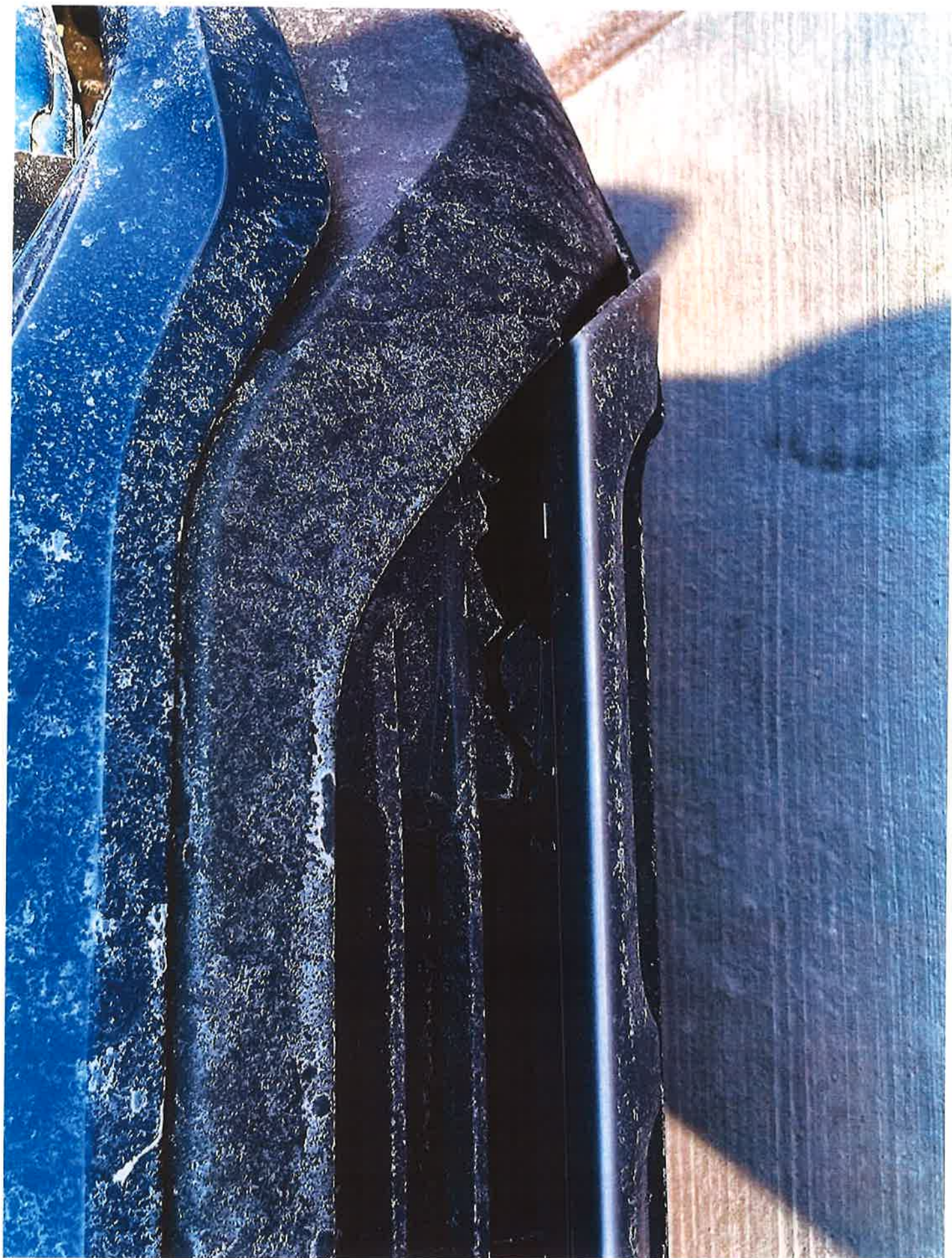














GRACY'S AUTO BODY  
1801 TRUMAN DR  
LITTLE CHUTE, WI 54140-2539  
PHONE: 920-766-7176

\*\*\* PRELIMINARY ESTIMATE \*\*\*

03/14/2023 03:01 PM

Owner

Owner: Casey Haen  
Address: N1204 Fox River Rd.  
City State Zip: Kaukauna, WI 54130

Work/Day: (920)358-4141  
FAX:

Inspection

Inspection Date: 03/14/2023 03:02 PM

Inspection Type:

Repairer

Repairer: Gracy's Autobody  
Address: 1801 Truman Dr

City State Zip: Little Chute, WI 54140  
Email: littlechuteauto@new.rr.com

Contact:  
Work/Day: (920)766-7176  
FAX: (920)462-4437  
Work/Day:

Target Complete Date/Time:

Days To Repair: 3

Vehicle

OEM Part Price Quote ID: \*\*\*\*

2021 Ford Edge SE 4 DR Wagon  
4cyl Gasoline Turbo 2.0  
8-Speed Automatic

Lic Expire:  
Veh Insp# :  
Condition:  
Ext. Refinish: Two-Stage

VIN: 2FMPK4J9XMB24013  
Mileage Type: Actual  
Code: P7413C  
Int. Refinish:

Options

1st Row LCD Monitor(s)  
AM/FM Radio  
Armrest(s)  
Automatic High Beam  
Bucket Seats  
Chrome Trim  
Cross Traffic Alert  
Driver Attention Monitor  
Dual Exhaust System  
Electric Parking Brake  
Fwd. Collision Alert  
In-Vehicle WiFi  
Keyless Entry System  
LED Headlamps  
Limited Slip Differential  
Power Door Locks

2nd Row Head Airbags  
Aluminum/Alloy Wheels  
Auto Emergency Braking  
Blind Spot Sensor  
Cargo Lamp  
Collision Avoidance Sys  
Cruise Control  
Dual Air Conditioning  
Dual Zone Auto A/C  
Electronic Compass  
Head Airbags  
Interior Lighting  
Knee Air Bags  
Lane Departure Alert  
MP3 Decoder  
Power Rear Window

4-Wheel Drive  
Anti-Lock Brakes  
Auto Headlamp Control  
Bodyside Cladding  
Center Console  
Corrective Lane Assist  
Daytime Running Lights  
Dual Airbags  
Elect. Stability Control  
Floor Mats  
Illuminated Visor Mirror  
Intermittent Wipers  
LED Brake Lights  
Lighted Entry System  
Overhead Console  
Power Steering

Power Windows	Privacy Glass	Pwr Accessory Outlet(s)
Rear Lip Spoiler	Rear View Camera	Rear Window Defroster
Reverse Sensing System	Side Airbags	SiriusXM Satellite Radio
Strg Wheel Radio Control	Sunvisor	Temperature Gauge(s)
Theft Deterrent System	Tilt & Telescopic Steer	Tire Pressure Monitor
Touch Screen Display	Traction Control System	Trip Computer
USB Audio Input(s)	Velour/Cloth Seats	Voice Activatd Cellphone
Wireless Phone Connect		

### Damages

Line	Op	Guide	MC	Description	MFR.Part No.	Price	ADJ%	B%	Hours	R
<b>Front Bumper</b>										
1	E	6		Cvr,Front Bumper Up	KT4Z17D957AAPT	\$659.95			2.9	SM
2	L	6	13	Cvr,Front Bumper Up	Refinish				3.1	RF
					2.1 Surface					
					0.6 Two-stage setup					
					0.4 Two-stage					
3	E	114		Cvr,Front Bumper Lwr	KT4Z17D957AA	\$232.10			0.6	SM
4	E	98		Grille,Frt Bmpr Cvr	KT4Z17K945VA	\$297.53			INC	SM
5	E	282	01	Filler,Front Bumper LT	KT4Z15266VB	\$247.57			INC	SM
6	E	7		Absorber,Front Bumper	KT4Z17C882A	\$44.32			0.2	SM
<b>Front End Panel And Lamps</b>										
7	E	1014		Lamp Assembly,Led Fog L/R	KT4Z15201B	\$154.50			INC	SM
<b>Manual Entries</b>										
8	EC	M03		Flex Additive	Replace Economy	\$5.00*				RF
9	SB	M60		Hazardous Waste Removal	Sublet Repair	\$5.00*				SM
9		Items								
			MC	Message						
			01	CALL DEALER FOR EXACT PART # / PRICE						
			13	INCLUDES 0.6 HOURS FIRST PANEL TWO-STAGE ALLOWANCE						

### Estimate Total & Entries

OEM Parts		\$1,635.97	
Other Parts		\$5.00	
Paint & Materials	3.1 Hours @ \$50.00	\$155.00	
Parts & Material Total			\$1,795.97
Tax on Parts & Material	@ 5.500%		\$98.78
<b>Labor</b>			
	Rate	Replace Repair Hrs	Total Hrs
Sheet Metal (SM)	\$70.00	3.7	3.7
Mech/Elec (ME)	\$110.00		
Frame (FR)	\$110.00		
Refinish (RF)	\$70.00	3.1	3.1
Labor Total			6.8 Hours
Tax on Labor	@ 5.500%		\$26.18
Sublet Repairs			\$5.00
Tax on Sublet	@ 5.500%		\$0.28
Gross Total			\$2,402.21
Net Total			\$2,402.21

Alternate Parts C/00/00/00/00/00 Cumulative 00/00/00/00/00 Zip Code: 54140 Default  
OEM Part Prices DT 03/14/2023 03:01 PM EstimateID 1065013056729260032 QuoteID \*\*\*\*  
Rate Name Default

Audatex Estimating 8.1.209 ES 03/14/2023 03:17 PM REL 8.1.209 DT 01/01/2023  
State Disclosure: Not Selected  
© 2023 Audatex North America, Inc.

1.0 HRS WERE ADDED TO THIS ESTIMATE BASED ON AUDATEX'S TWO-STAGE REFINISH FORMULA.

#### Op Codes

* = User-Entered Value	^ = Labor Matches System Assigned Rates	E = Replace OEM
NG = Replace NAGS	EC = Replace Economy	OE = Replace PXN OE Srpls
UE = Replace OE Surplus	ET = Partial Replace Labor	EP = Replace PXN
EU = Replace Recycled	TE = Partial Replace Price	PM = Replace PXN Reman/Rebld
UM = Replace Reman/Rebuilt	L = Refinish	PC = Replace PXN Reconditioned
UC = Replace Reconditioned	TT = Two-Tone	SB = Sublet Repair
N = Additional Labor	BR = Blend Refinish	I = Repair
IT = Partial Repair	CG = Chipguard	RI = R & I Assembly
P = Check	AA = Appearance Allowance	RP = Related Prior Damage



This report contains proprietary information of Audatex and may not be disclosed to any third party (other than the Insured, claimant and others on a need to know basis in order to effectuate the claims process) without Audatex's prior written consent.

© 2023 Audatex North America, Inc.  
AUDATEX is a trademark owned by Audatex  
North America, Inc. All rights reserved.





**Jim's Auto Body**  
 509 Van Roy Road  
 Appleton, WI 54915  
 Business Phone: (920) 788-2850  
 jimsautobodyandsales@gmail.com

## Estimate

Est # 915  
 ID # 13017301

**Vehicle Info**  
 2021 Ford -Edge ST-Line  
 2FMPK4J9XMB24013  
 Body Type: 4 Door Utility  
 Engine: 2.0L 4 Cyl Gas Injected  
 Turbocharged  
 Drive Type: AWD

**Insurance Company**  
 Inspection Date: 03/14/2023

	Oper	Description	Part Number	Price	Labor
<b>FRONT BUMPER</b>					
1	Replace	FRT UPR BUMPER COVER	KT4Z 17D957 AAPTM	\$659.95	Included
		1.1 hrs. Clearcoat			2.8 hrs. Paint panel
2	Overhaul	O/H FRONT BUMPER COVER ASSY (INCLUDES R&I) (FRT BUMPER COVER ASSY)			1.1 hrs. Refinish
					3.8 hrs. Body
3	Replace	L FRT BUMPER GRILLE	KT4Z 15266 BB	\$200.38	Included
4	Replace	FRT CTR BUMPER GRILLE	KT4Z 17K945 DA	\$67.48	Included
5	Replace	FRT LWR BUMPER MOULDING	KT4Z 8419 CA	\$175.52	Included
6	Replace	FRT LWR BUMPER COVER	KT4Z 17D957 AA	\$232.10	Included
<b>FRONT LAMPS</b>					
7	Replace	L FRT FOG LAMP	KT4Z 15201 B	\$154.50	0.2 hrs. Body

## Totals

Type	Labor Time	Cost	Total	Taxable
Body Labor	4.0	\$64.00	\$256.00	✓
Paint Labor	3.9	\$64.00	\$249.60	✓
Paint Supplies	3.9	\$44.00	\$171.60	✓
OEM Parts			\$1,488.93	✓
Taxable Amount			\$2,167.13	
Tax	5.5%		\$119.19	
Nontaxable Amount			\$0.00	
Sub Total			\$2,286.32	
Grand Total			\$2,286.32	

MARK R. HABECK  
Director



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

OSHKOSH (920) 232-3460  
FOX CITIES (920) 727-2880  
FAX (920) 232-3461

## Winnebago County

### Department of Human Resources

*The Wave of the Future*

To file a claim for damages against Winnebago County, Wisconsin Statutes Chapter 893.80 (1) (b) requires a written "claim containing the address of the claimant and an itemized statement of the relief sought...to the appropriate clerk". The appropriate clerk is the Winnebago County Clerk.

A claim must be filed with the Winnebago County Clerk, 112 Otter Avenue, PO Box 2808, Oshkosh, WI 54903 or to [jabartheis@co.winnebago.wi.us](mailto:jabartheis@co.winnebago.wi.us)

The following information must be included:

- ❖ The date, time, and location of the incident.
- ❖ Description of the property damage or injury sustained and an explanation of how the damage occurred. Photographs are encouraged.
- ❖ An explanation of how the Winnebago County property or personnel involved contributed to the damages.
- ❖ If the claim involves vehicle damage, at least two repair estimates must be submitted.
- ❖ If there were witnesses, please include their name, address, and phone number.
- ❖ If a law enforcement agency responded to the incident scene, please include the identity of the responding officer, the accident report or the accident report number.

Supplying this information will expedite the investigation of the incident. Claims must be filed within 120 days after the occurrence of the event giving rise to the claim.

All claims will be reviewed, however, there is no guarantee of acceptance/payment of the claim. The County may be immune from some types of claims, or may not be legally responsible for the damages.

Wisconsin Statute information may be found at:  
<https://docs.legis.wisconsin.gov/statutes/893/VII/80>

1   **211-042023**

2  
3   **RESOLUTION:   Disallow Claim of Luke Gehl**

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

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

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

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

15  
16 Submitted by:

17       **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **5-0**

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

20  
21       Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

22  
23 \_\_\_\_\_  
24 Jonathan D. Doemel  
25 Winnebago County Executive



SUSAN T. ERTMER  
County Clerk



**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

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

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

### **NOTICE OF CLAIM**

DATE: March 23, 2023  
TO: Joel Luepke, Melanie Boelter and Jenny Sonnleitner  
FROM: Cassie Smith-Gregor  
RE: Claim from Luke Gehl

This claim will be presented to the county board at their April 18, 2023 meeting and forwarded to the Personnel & Finance Committee for action.

## Gregor, Cassie

---

**From:** Barthels, Julie A  
**Sent:** Wednesday, March 15, 2023 2:41 PM  
**To:** Gregor, Cassie  
**Subject:** FW: Claim  
**Attachments:** Claim vs. County.pdf; Winnebago County Claim.docx; Joel Luepke Gmail - Expo Center Damage.pdf; Callibre Collision Gehl 1.pdf; Vande Hey Brantmeier Gehl.pdf; Windsheild Note.jpg

**From:** Luke Gehl <gehl275@gmail.com>  
**Sent:** Wednesday, March 15, 2023 12:46 PM  
**To:** Barthels, Julie A <JABarthels@winnebagoountywi.gov>  
**Subject:** Claim

Hi J,

My truck got backed into by a Winnebago County snow plow Feb 25th. After talking with Joel Luepke he sent me a PDF on the process (as well as explaining it over the phone). Here are my forms. I've included:

- 1) The PDF Joel sent me.
- 2) The email exchange between Joel and I.
- 3) The information required for the claim (based on the PDF Joel sent).
- 4) A copy of the note left on my windshield.
- 5) Two estimates for repair (one does not include rental costs and stated I would have to take that up with the county's carrier to make sure that is covered).

If you have any questions, you can either call me at 920.205.1230 or email me back at this address. (Email is perfectly fine!)

Thank you.  
Luke Gehl

# Winnebago County Claim

- The date/time/location of the incident

The Sunnyview Expo Center north of Oshkosh, Wisconsin on Saturday, February 25, 2023 somewhere between 11:30AM and 2:30PM.

- Description of the property damage or injury sustained and an explanation of how the damage occurred. Photographs are encouraged.

A snowplow truck was apparently plowing the parking lot and backed into my (Luke Gehl) truck. The damage to my truck is between the passenger rear door and the passenger side wheel well. It is a sizable dent. The snowplow truck driver left a note on the windshield (see attachment). I called my insurance company (Progressive) and they recommended calling the local police. The recommendation was based on whether local regulations called for it. I called the city of Oshkosh non-emergency line and an officer responded. After an inspection of the damage, I was given the choice to file a report or not as to the officer it did not look like \$1,000 worth of damage (but she did say she is *definitely not an expert*). Initially, it did not look like that much as well. The officer stated that if I needed to file a report, I could contact her later. When I later went into the expo center, one of the office people (those in the ticket booth) stated that the person who backed into my vehicle had come into the center and it was announced over the speaker system about the incident. I did not hear the announcement (nor did anyone else I was with). This is not unexpected since it can be noisy inside the facility with people talking. The note stated to call Rick Helms the Operations Supervisor on Monday morning to discuss the claim. It did not state who was driving the snowplow.

- An explanation of how the Winnebago County property or personnel involved contributed to the damages.

See the attached note. A county snowplow driven by a Winnebago County employee backed into my truck while in the process of plowing the Sunnyview Expo Center.

- If the claim involves vehicle damage, at least two repair estimates must be submitted.

These are also attached to this email. However, I will require a rental during the vehicle's repair. The second estimate *did not* include this cost but the first did. Estimates for length of time for the repair are about 10 business days.

- If there were witnesses, please include their name, address, and phone number.

I am not aware of any witnesses.

- If a law enforcement agency responded to the incident scene, please include the identity of the responding office, the accident report or the accident report number.

An officer did respond based on a recommendation from my insurance company, but it was decided it was not necessary to fill out a report at that time (but I was given the option of doing so later if necessary).

- Addendum

Included is the email from Joel Luepke regarding an email exchange with him about the insurance claim. I called Rick Helms as recommended on the note left. Rick sent me to Joel.



Luke Gehl &lt;gehl275@gmail.com&gt;

---

**Expo Center Damage**

4 messages

---

**Luepke, Joel** <JLuepke@winnebagoctywi.gov>  
To: "gehl275@gmail.com" <gehl275@gmail.com>

Mon, Feb 27, 2023 at 3:00 PM

Hi Luke,

Thanks for contacting me and for the conversation regarding the damage your vehicle sustained at the Expo Center on Saturday. 2/25/23.

Attached please find the document which species the process of filing a claim against Winnebago County. As I mentioned, I will file a claim with the County's liability insurer as soon as your repair estimates are received.

Every attempt will be made to address your claim as quickly as possible outside of the formal process. Please don't hesitate to contact me with any questions.

Best Regards.

**Joel Luepke – Risk Manager**

Winnebago County

112 Otter Avenue P.O. Box 2808

Oshkosh, WI 54903-2808

920-232-3459 920-232-3461 fax

**New Email as of Sept. 1, 2022:** [jluepke@winnebagoctywi.gov](mailto:jluepke@winnebagoctywi.gov)



**Claim vs. County.pdf**  
48K

---

**Luke Gehl** <gehl275@gmail.com>  
To: "Luepke, Joel" <JLuepke@winnebagoctywi.gov>

Mon, Feb 27, 2023 at 3:19 PM

Joel,

Received the form just fine. Thanks for the form and the call! As soon as I get the estimates, I'll let you know.

Thank you,



Luke

[Quoted text hidden]

---

**Luke Gehl** <gehl275@gmail.com>

Thu, Mar 2, 2023 at 11:17 AM

To: "Luepke, Joel" <JLuepke@winnebagoountywi.gov>

Hey Joel,

I got one estimate and am working on a second estimate. I wasn't able to yesterday or today because we lost power at a datacenter (I do I.T. for a living) and that's all I've been working on. I hope to get the second one maybe tomorrow (long shot to get one later today since I'm still working on the recovery of the datacenter).

Once I have that, I'll start the process and follow the form you sent.

Thanks!

Luke Gehl

[Quoted text hidden]

---

**Luke Gehl** <gehl275@gmail.com>

Tue, Mar 7, 2023 at 10:02 AM

To: appletoneast@calibercollision.com

[Quoted text hidden]



**Claim vs. County.pdf**

48K



**CALIBER - APPLETON - EAST**  
RESTORING THE RHYTHM OF YOUR LIFE  
N456 Speel School Rd, APPLETON, WI 54915  
Phone: (920) 734-7676  
FAX: (920) 738-7676

Workfile ID: 67d4aae8  
Federal ID: 33-0730794  
State ID: na  
Federal EPA: pending  
State EPA: pending

### Preliminary Estimate

**Customer: Gehl, Luke**

Written By: Trenton Wiese

Insured: Gehl, Luke      Policy #:      Claim #: WINNEBAGOCOUNTY  
Type of Loss:      Date of Loss:      Days to Repair: 0  
Point of Impact: 04 Right Qtr Post (Right Side)

**Owner:** Gehl, Luke  
(920) 205-1230 Cell

**Inspection Location:** CALIBER - APPLETON - EAST  
N456 Speel School Rd  
APPLETON, WI 54915  
Repair Facility  
(920) 734-7676 Business

**Insurance Company:** OTHER

### VEHICLE

2010 DODG Ram 1500 SLT Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI silver

VIN: 1D7RV1GT0AS258061      Interior Color: black      Mileage In: 100,000      Vehicle Out:  
License:      Exterior Color: silver      Mileage Out:  
State:      Production Date:      Condition: Good      Job #:

#### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

#### POWER

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors

#### DECOR

Dual Mirrors

Privacy Glass

Overhead Console

#### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Message Center

#### RADIO

AM Radio  
FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

#### SAFETY

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control

Front Side Impact Air Bags

Head/Curtain Air Bags

#### SEATS

Cloth Seats

#### WHEELS

Aluminum/Alloy Wheels

#### PAINT

Clear Coat Paint

#### TRUCK

Rear Step Bumper  
Power Rear Window

## Preliminary Estimate

**Customer: Gehl, Luke**

2010 DODG Ram 1500 SLT Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI silver

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>PICK UP BOX</b>					
2	Repl	RT Side panel	68146556AB	1	1,065.00	11.0	3.9
3		Add for Clear Coat					1.6
4	*	R&I RT Front seal				0.2	
5	R&I	RT Splash shield				0.3	
6	R&I	R&I tailgate assy				Incl.	
7	R&I	RT Protector front				0.2	
8	R&I	RT Protector rear				0.2	
9	R&I	RT Rail cover				0.3	
10	Repl	RT Outer wheelhouse	68106088AA	1	259.00	1.5	0.4
11		Overlap Minor Panel					-0.2
12		Add for Clear Coat					0.1
13	*	Rpr RT Inner wheelhouse				4.0	0.4
		Note: repair time for adjacent panel for outer wheelhouse replace					
14		Add for Clear Coat					0.1
open	R&I	R&I box assy				2.5	
16		<b>REAR LAMPS</b>					
17	R&I	RT Tail lamp				Incl.	
18	#	Repl Corrosion Protection / Primer		1	15.00 T	0.3	
19	#	Cover Car for Overspray		1	12.00 T	0.3	
20	#	DeNib and Polish		1	18.00 T	1.0	
21	#	Subl Hazardous Waste Disposal		1	4.00 T		
22	#	Mask for Primer		1	12.00 T	0.3	
23	#	Pre-repair scan		1	40.00 T	0.5	
24	#	Post-repair scan		1	80.00 T	0.5	
<b>SUBTOTALS</b>					<b>1,505.00</b>	<b>23.1</b>	<b>6.3</b>

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,324.00
Body Labor	23.1 hrs @	\$ 78.00 /hr	1,801.80
Paint Labor	6.3 hrs @	\$ 78.00 /hr	491.40
Paint Supplies	6.3 hrs @	\$ 53.00 /hr	333.90
Miscellaneous			181.00
Subtotal			4,132.10
Sales Tax	\$ 4,132.10 @	5.5000 %	227.27
<b>Grand Total</b>			<b>4,359.37</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>4,359.37</b>

## Preliminary Estimate

### Customer: Gehl, Luke

2010 DODG Ram 1500 SLT Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI silver

=====

Caliber Collision is the industry leader in quality collision repair. Since day one, our highest purpose has been to get people just like you back on the road as quickly as possible and fully restored to the rhythm of your life. You can be sure we do everything possible to ensure your complete satisfaction including:

- Personalized, high quality service from the largest collision repair company in the U.S.
- Consistently ranked among the highest customer satisfaction scores in the industry.
- Approved by every major insurance company in the U.S.
- Expedited car rental and towing services to get you back on the road again in no time.
- Repair work backed by a written, lifetime warranty honored at every location.
- 24/7/365 customer service to answer questions and put your mind at ease.

This is a preliminary estimate based on visible damage. There may be additional repairs needed once the vehicle is taken apart by our I-CAR Gold Class technicians to identify any additional damage.

If an insurance company has written an estimate for you, please provide us with a copy. Properly endorsed insurance company checks are welcome as payment for the repair of your vehicle. Caliber Collision gladly accepts all major credit cards, debit cards, cashier's and traveler's checks. See your Caliber Collision center for details on acceptance of personal checks.

Before leaving your vehicle with us, please remove all important personal and valuable items from your vehicle. Caliber Collision is not responsible for belongings left in your vehicle.

Please let us know how we can be of further assistance, and when we can schedule an appointment for your vehicle to be repaired.

Caliber Collision - Restoring The Rhythm Of Your Life

=====

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

## Preliminary Estimate

### Customer: Gehl, Luke

2010 DODG Ram 1500 SLT Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI silver

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE3TM09, CCC Data Date 03/01/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

#### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

#### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

#### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.



**VANDE HEY BRANTMEIER BUICK  
INC**

108 E. Breed St., PO Box 231, Chilton, WI 53014  
Phone: (920) 849-7030  
FAX: (920) 849-7845

Workfile ID: 1641ae65  
PartsShare: 7dgs3L  
Federal ID: 391703352

**Preliminary Estimate**

**Customer: Gehl, Luke**

**Job Number:**

Written By: Rob Bennin

Insured: Gehl, Luke

Policy #:

Claim #:

Type of Loss:

Date of Loss:

Days to Repair: 7

Point of Impact: 04 Right Qtr Post (Right Side)

**Owner:**

Gehl, Luke  
W2022 Crosstown Rd  
Hilbert, WI 54129  
(920) 205-1330 Cell

**Inspection Location:**

VANDE HEY BRANTMEIER BUICK INC  
108 E. Breed St.  
PO Box 231  
Chilton, WI 53014  
Repair Facility  
(920) 849-7030 Business

**Insurance Company:**

**VEHICLE**

2010 DODG Ram 1500 Sport Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI Gray

VIN: 1D7RV1GT0AS258061

Interior Color:

Mileage In: 161,644

Vehicle Out:

License: JK5874

Exterior Color: Gray

Mileage Out:

State: WI

Production Date:

Condition:

Job #:

**TRANSMISSION**

Automatic Transmission  
4 Wheel Drive

**POWER**

Power Steering  
Power Brakes  
Power Windows  
Power Locks  
Power Mirrors  
Heated Mirrors  
Power Driver Seat

**DECOR**

Dual Mirrors  
Privacy Glass

Overhead Console

**CONVENIENCE**

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Message Center  
Steering Wheel Touch Controls  
Home Link

**RADIO**

AM Radio  
FM Radio  
Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Satellite Radio

**SAFETY**

Drivers Side Air Bag  
Passenger Air Bag  
Anti-Lock Brakes (4)  
4 Wheel Disc Brakes  
Traction Control  
Stability Control  
Front Side Impact Air Bags  
Head/Curtain Air Bags

**SEATS**

Cloth Seats

Bucket Seats

**WHEELS**

20" Or Larger Wheels  
Locking Wheels

**PAINT**

Clear Coat Paint

**OTHER**

Fog Lamps  
Signal Integrated Mirrors

**TRUCK**

Rear Step Bumper  
Power Rear Window

Get live updates at [www.carwise.com/e/4spGsv](http://www.carwise.com/e/4spGsv)

## Preliminary Estimate

**Customer: Gehl, Luke**

**Job Number:**

2010 DODG Ram 1500 Sport Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI Gray

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>PICK UP BOX</b>					
2	Repl	RT Side panel	68146556AB	1	1,065.00	11.0	3.9
3		Add for Clear Coat					1.6
4	R&I	RT Protector rear				0.2	
5	R&I	RT Protector front				0.2	
6	*	R&I Mud guard accessory kit, Ram logo w/o wheel flare				0.2	
7	R&I	RT Rail cover				0.3	
8	Repl	RT Splash shield	55277444AD	1	75.10	0.3	
9	#	R&I Tonneau cover				1.0	
open		R&I R&I box assy				2.5	
11	Repl	RT Outer wheelhouse	68106088AA	1	259.00	1.5	0.4
12		Overlap Minor Panel					-0.2
13		Add for Clear Coat					0.1
14		<b>REAR BUMPER</b>					
15	R&I	R&I bumper assy				Incl.	
16	#	Repl Restore Corrosion Protection		1	10.00	0.3	
17	#	Cover car		1	10.00	0.2	
18	#	Subl Hazardous waste removal		1	3.00		
19	#	Repl Seam sealer		1	30.00		
20	#	Repl Panel bond adhesive		1	30.00		
21	#	Repl Cavity wax		1	20.00		
22	#	Color tint		1			0.5
23		<b>VEHICLE DIAGNOSTICS</b>					
24	*	Rpr Pre-repair scan				m 0.5 M	
25	*	Rpr Post-repair scan				m 0.5 M	
26	#	Car rental charges		1	360.00		
		Note: 9 days @ \$40.00 per day					
<b>SUBTOTALS</b>					<b>1,862.10</b>	<b>18.7</b>	<b>6.3</b>

### ESTIMATE TOTALS

Category	Basis	Rate	Cost \$
Parts			1,862.10
Body Labor	17.7 hrs @	\$ 72.00 /hr	1,274.40
Paint Labor	6.3 hrs @	\$ 72.00 /hr	453.60
Mechanical Labor	1.0 hrs @	\$ 155.00 /hr	155.00
Paint	6.3 hrs @	\$ 52.00 /hr	327.60
Subtotal			4,072.70
Sales Tax	\$ 4,072.70 @	5.5000 %	224.00
<b>Grand Total</b>			<b>4,296.70</b>

## Preliminary Estimate

**Customer: Gehl, Luke**

**Job Number:**

2010 DODG Ram 1500 Sport Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI Gray

MOTOR VEHICLE REPAIR PRACTICES ARE REGULATED BY CHAPTER ATCP 132, WIS. ADM. CODE, ADMINISTERED BY THE BUREAU OF CONSUMER PROTECTION, WISCONSIN DEPT. OF AGRICULTURE, TRADE AND CONSUMER PROTECTION, P.O. BOX 8911, MADISON, WISCONSIN 53708-8911.

Estimate based on MOTOR CRASH ESTIMATING GUIDE and potentially other third party sources of data. Unless otherwise noted, (a) all items are derived from the Guide DE3TM09, CCC Data Date 02/15/2023, and potentially other third party sources of data; and (b) the parts presented are OEM-parts. OEM parts are manufactured by or for the vehicle's Original Equipment Manufacturer (OEM) according to OEM's specifications for U.S. distribution. OEM parts are available at OE/Vehicle dealerships or the specified supplier. OPT OEM (Optional OEM) or ALT OEM (Alternative OEM) parts are OEM parts that may be provided by or through alternate sources other than the OEM vehicle dealerships with discounted pricing. Asterisk (\*) or Double Asterisk (\*\*) indicates that the parts and/or labor data provided by third party sources of data may have been modified or may have come from an alternate data source. Tilde sign (~) items indicate MOTOR Not-Included Labor operations. The symbol (<>) indicates the refinish operation WILL NOT be performed as a separate procedure from the other panels in the estimate. Non-Original Equipment Manufacturer aftermarket parts are described as Non OEM, A/M or NAGS. Used parts are described as LKQ, RCY, or USED. Reconditioned parts are described as Recond. Recored parts are described as Recore. NAGS Part Numbers and Benchmark Prices are provided by National Auto Glass Specifications. Labor operation times listed on the line with the NAGS information are MOTOR suggested labor operation times. NAGS labor operation times are not included. Pound sign (#) items indicate manual entries.

Some 2023 vehicles contain minor changes from the previous year. For those vehicles, prior to receiving updated data from the vehicle manufacturer, labor and parts data from the previous year may be used. The CCC ONE estimator has a list of applicable vehicles. Parts numbers and prices should be confirmed with the local dealership.

The following is a list of additional abbreviations or symbols that may be used to describe work to be done or parts to be repaired or replaced:

### SYMBOLS FOLLOWING PART PRICE:

m=MOTOR Mechanical component. s=MOTOR Structural component. T=Miscellaneous Taxed charge category. X=Miscellaneous Non-Taxed charge category.

### SYMBOLS FOLLOWING LABOR:

D=Diagnostic labor category. E=Electrical labor category. F=Frame labor category. G=Glass labor category. M=Mechanical labor category. S=Structural labor category. (numbers) 1 through 4=User Defined Labor Categories.

### OTHER SYMBOLS AND ABBREVIATIONS:

Adj.=Adjacent. Algn.=Align. ALU=Aluminum. A/M=Aftermarket part. Blnd=Blend. BOR=Boron steel. CAPA=Certified Automotive Parts Association. D&R=Disconnect and Reconnect. HSS=High Strength Steel. HYD=Hydroformed Steel. Incl.=Included. LKQ=Like Kind and Quality. LT=Left. MAG=Magnesium. Non-Adj.=Non Adjacent. NSF=NSF International Certified Part. O/H=Overhaul. Qty=Quantity. Refn=Refinish. Repl=Replace. R&I=Remove and Install. R&R=Remove and Replace. Rpr=Repair. RT=Right. SAS=Sandwiched Steel. Sect=Section. Subl=Sublet. UHS=Ultra High Strength Steel. N=Note(s) associated with the estimate line.

## Preliminary Estimate

---

**Customer: Gehl, Luke**

**Job Number:**

2010 DODG Ram 1500 Sport Quad Cab 140.5" WB 4WD 4D P/U 8-5.7L Gasoline SMPI Gray

CCC ONE Estimating - A product of CCC Intelligent Services Inc.

The following is a list of abbreviations that may be used in CCC ONE Estimating that are not part of the MOTOR CRASH ESTIMATING GUIDE:

BAR=Bureau of Automotive Repair. EPA=Environmental Protection Agency. NHTSA= National Highway Transportation and Safety Administration. PDR=Paintless Dent Repair. VIN=Vehicle Identification Number.

Hello,

I am a County Employee.  
I accidentally damaged your  
vehicle while snow plowing.

Please Contact

Rick Helms  
Operations Supervisor  
Monday Morning at  
\* 920 232-1942  
to Discuss Claim.



To file a claim for damages against Winnebago County, Wisconsin Statutes Chapter 893.80 (1) (b) requires a written "claim containing the address of the claimant and an itemized statement of the relief sought...to the appropriate clerk". The appropriate clerk is the Winnebago County Clerk.

A claim must be filed with the Winnebago County Clerk, 112 Otter Avenue, PO Box 2808, Oshkosh, WI 54903 or to [jabarthels@co.winnebago.wi.us](mailto:jabarthels@co.winnebago.wi.us)

The following information must be included:

- ❖ The date, time, and location of the incident.
- ❖ Description of the property damage or injury sustained and an explanation of how the damage occurred. Photographs are encouraged.
- ❖ An explanation of how the Winnebago County property or personnel involved contributed to the damages.
- ❖ If the claim involves vehicle damage, at least two repair estimates must be submitted.
- ❖ If there were witnesses, please include their name, address, and phone number.
- ❖ If a law enforcement agency responded to the incident scene, please include the identity of the responding officer, the accident report or the accident report number.

Supplying this information will expedite the investigation of the incident. Claims must be filed within 120 days after the occurrence of the event giving rise to the claim.

All claims will be reviewed, however, there is no guarantee of acceptance/payment of the claim. The County may be immune from some types of claims, or may not be legally responsible for the damages.

Wisconsin Statute information may be found at:  
<https://docs.legis.wisconsin.gov/statutes/893/VII/80>



- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38

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

**WHEREAS**, the amendments adjust the rental fees of the shelters and pavilion at the Community Park to better reflect market value; and

**WHEREAS,** the Winnebago County Parks Director is also granted permission to work with other community businesses, non-profits, and volunteers to host events and programs within the community parks for a reduced or modified fee in order to promote use of the parks, health, and wellness to Winnebago County residents; and

That Chapter 19.24a Community Park Shelter Rental Fee Schedule of the General Code of Winnebago County be revised as listed in Exhibit A.

# Agenda Item Report



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

DATE: January 10, 2023  
TO: Members of the Parks and Recreation Committee  
FROM: Parks Director  
RE: Chapter 19.24(a) Community Park Shelter Rental Fee Schedule

**General Description:** The Parks Department is interested in making changes and modifications to Chapter 19.24(a) Community Park Shelter Rental Fee Schedule.

**Requested Action:**

We are asking the committee to support the changes to Chapter 19.24(a) and recommend them to the County Board.

**Procedural Steps:**

Parks and Recreation Committee  
Action taken:  
County Board  
Action Taken

Meeting date: 1/24/23  
Vote: 5-0  
Meeting Date: 4/18/23  
Vote:

**Background:**

The Winnebago County Parks Department has performed market research to determine the appropriate fees for the Community Park Shelters. The Soccer Shelter has been priced too high for the market. The rest of our shelter fees have too many variables and are confusing. The Parks Department would like to adjust the fees and eliminate some of the variables.

**Justification:**

Currently, our parks shelter fee is too confusing and has too many variables. We would like to make the shelter fees simpler so it is easier to advertise and market our shelters.

We propose removing the requirement to list how many people will be at your event. Currently, we only have 1 or 2 rentals a year that say they will have more than 150 or 50 people at their event. We also propose removing the weekend vs weekday fee and simply adopting the weekend fee. The large majority of rentals are on the weekends and we are one of the few communities that have this fee structure.

Parks Department staff are recommending adjusting the Soccer Shelter to better reflect the market. We are proposing a \$5 increase to the standard fees for shelters 1, 2, 3, 4, and the pavilion. We are not proposing that the fees originally identified for over 1000 people be reclassified to special event shelter

fees. Special events take more time and effort from staff and the shelter receive more use during these functions. We feel that there should still be a larger fee for this type of rental.

We propose adjusting the soccer shelter fee to \$100. Shelters of this type in 7 other communities are renting on average for \$95.63. We also propose reducing the special event fee by \$125.

This modification should have a minimal impact on the Parks Department budget because the Soccer Shelter was rarely rented in 2022 and the other fees are all increasing by \$5.

<b>Shelter</b>	<b>Standard Fee</b>	<b>Special Event Fee</b>
Shelters 1 and 2	\$65.00	\$220.00
Shelters 3 and 4	\$45.00	\$220.00
Pavilion	\$150.00	\$265.00
Soccer Shelter	\$100.00	\$425.00

- (a) A security deposit of not less than \$25.00 may be required at the discretion of the parks director.

The Parks Department has also been approached by multiple non-profit groups, businesses, and volunteers in regards to hosting events and programs in partnership with the Winnebago County Parks Department. The Parks Department would like the ability to work with these groups to either reduce rental fees or waive fees and instead charge a participation fee to participate in organized events and programs. The goal would be to increase the use of the parks and promote health and well-being to Winnebago County residents.

**Attachments:**

- Ordinance
- Exhibit A



## Exhibit A

19.24(a)

### Current Ordinance

(1) No person shall use any facility, land, or area for which a fee has been established by the Committee without payment of such fee.

(2) The following fees shall apply for the reserved use of picnic shelter buildings at the Community Park:

#### (a) COMMUNITY PARK SHELTER RENTAL FEE SCHEDULE

Facility	Group Size	Weekday Charge Mon-Thurs	Weekend Charge Fri-Sun
Shelter 1 and 2	Up to 150	\$50.00	\$60.00
	151-300	\$80.00	\$80.00
	301-1000	\$140.00	\$140.00
	Over 1000	Negotiable Minimum \$220.00	Negotiable Minimum \$220.00
Shelters 3 and 4	Up to 50	\$35.00	\$40.00
	50-300	\$80.00	\$80.00
	301-1000	\$140.00	\$140.00
	Over 1000	Negotiable Minimum \$220.00	Negotiable Minimum \$220.00
Pavilion	Up to 150	\$120.00	\$145.00
	151-300	\$180.00	\$180.00
	301-1000	\$220.00	\$220.00
	Over 1000	\$265.00	\$265.00
Soccer Shelter	Up to 150	\$200.00	\$225.00
	151-300	\$300.00	\$325.00
	301-1000	\$400.00	\$425.00
	Over 1000	Negotiable Minimum \$500.00	Negotiable Minimum \$500.00

(b) A security deposit of not less than \$100.00 may be required at the discretion of the parks director.

### Proposed Ordinance Changes

(1) No person shall use any facility, land, or area for which a fee has been established by the Committee without payment of such fee, unless the county executive or designee authorizes a waiver or negotiated rate as a partnership with other agencies, businesses, volunteers, or other non-profit entities to host public events or programs which will promote the use of the parks or promote health and wellness.

(2) The following fees shall apply for the reserved use of picnic shelter buildings at the Community Park:

(a) COMMUNITY PARK SHELTER RENTAL FEE SCHEDULE

Shelter	Standard Fee	Special Event Fee
Shelters 1 and 2	\$65.00	\$220.00
Shelters 3 and 4	\$45.00	\$220.00
Pavilion	\$150.00	\$265.00
Soccer Shelter	\$100.00	\$425.00

b. A security deposit may be required at the discretion of the Parks Director.

1 **213-042023**

2  
3 **RESOLUTION: Request Authority to Apply for and Accept Funds for Maintenance of County-**  
4 **Owned and Leased Snowmobile Trails**

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

8 **WHEREAS**, Winnebago County is interested in maintaining County-owned and leased lands for public  
9 snowmobile trail use; and

10 **WHEREAS**, funds are available for snowmobile trail maintenance as well as snowmobile trail developments and  
11 improvements through the Department of Natural Resources pursuant to Sec. 23.09(26), Wisconsin Statutes; and

12 **WHEREAS**, in order to participate in this project, it is necessary that the County Board authorize applying for  
13 and accepting of the funds.

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the County  
15 Executive and the County Clerk are hereby authorized to apply for and accept funds from the Department of Natural  
16 Resources, for any financial aid that may be available for public snowmobile trail maintenance, snowmobile trail  
17 developments and improvements in Winnebago County.  
18

19  
20 **Fiscal Note:** The expected revenue and expense from this grant have been included in the approved 2023 county  
21 budget. The anticipated grant amount is \$43,230.00. The Parks Department has budgeted \$43,230.00 in expenses  
22 and revenue in the 2023 budget. This results in a net \$0 program for Winnebago County.  
23

24 Respectfully submitted by:

25 **PARKS AND RECREATION COMMITTEE**

26 Committee Vote: **5-0**

27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **5-0**

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

31  
32 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.  
33

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

# Agenda Item Report



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

DATE: MARCH 10, 2023  
FROM: DIRECTOR OF PARKS AND EXPO CENTER  
RE: WI DNR ANNUAL SNOWMOBILE GRANT – 2023-2024

## **General Description:**

Every year the Parks Department needs to pass a resolution allowing the department to apply for a Snowmobile Maintenance grant with the Wisconsin Department of Natural Resources.

## **Requested Action:**

The Parks Department recommends that the Parks and Recreation Committee recommends to the County Board to authorize the County Executive and County Clerk to make application on behalf of Winnebago County with the Department of Natural Resources for any financial aid available for this program.

## **Procedural Steps:**

Parks and Recreation Committee	Meeting date: 3/28/23
Action taken:	Vote: 5-0
Personnel and Finance Committee	Meeting date: 4/6/23
Action taken:	Vote: 5-0
County Board	Meeting date: 4/18/23

## **Background:**

Every year the Winnebago County Parks Department requests grant funding from the Wisconsin Department of Natural Resources for snowmobile grooming and maintenance within Winnebago County. The funding is granted to Winnebago County. Then the Parks Department works with the Winnebago County Snowmobile Alliance to disburse the funds to snowmobile clubs throughout the county that manage the state-funded trails.

In 2023 – 2024 we anticipate receiving funding for 144.1 miles. Each mile is funded at \$300/mile for a total grant request of \$43,230.00.

## **Attachments:**

- Resolution

1 **214-042023**

2  
3 **RESOLUTION: Authorize Three-Year Extension for Land Records Life Cycle Contract with Fidlar**  
4 **Technologies**

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

8 **WHEREAS**, the Winnebago County Office of the Registrar of Deeds wishes to renew its contract with Fidlar  
9 Technologies for a three-year period for software and support to record and maintain all county real estate and vital  
10 records.

11 **WHEREAS**, the Registrar of Deeds Office has reviewed the contract and recommends its approval.

12  
13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 authorizes the three-year service contract with Fidlar Technologies.

15  
16 *Fiscal Note: The contract calls for a payment by the County of \$74,998 each year for three years. In addition,*  
17 *there will be charges to subscription users which will produce revenue to the County, a portion of which must be paid*  
18 *to Fidlar; and charges to users from the general public, which will be collected by Fidlar, and a portion of which will*  
19 *be paid as revenue to the County.*

20  
21 Respectfully submitted by:

22 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

23 Committee Vote: **5-0**

24  
25 Vote Required for Passage: **Majority of Members Present**

26  
27 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.

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



# Agenda Item Report



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

DATE: March 15, 2023

FROM: Natalie Strohmeier, Register of Deeds

RE: Renewal of 3-year Land Records Life Cycle (Software) Contract

## **General Description:**

ROD Department is seeking to renew its contract for Land/Vital Records recording software.

## **Action Requested:**

I ask the committee for their approval of the County's contract with Fidlar Technologies for a term of 3 years.

## **Procedural Steps:**

Committee of Jurisdiction: Judiciary & Public Safety Committee Meeting date: April 3, 2023

Action taken: APPROVED

Vote:

5-0

County Board

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

Meeting date: April 18, 2023

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

## **Background:**

The Register of Deeds office uses Fidlar software as its core system to record and maintain all county real estate and vital records. "Life Cycle" is the license agreement that covers all Fidlar software used by our office. It is a comprehensive agreement which includes maintenance, support, training, and various modules and services. This is a 3-year contract.

**Policy Discussion:** The Register of Deeds has contracted with Fidlar Technologies for its operational software for the last 20 plus years. This system is used by most Wisconsin Counties for Land/Vital records management. Our office has been very pleased with this system's useability, advanced features, security, and overall quality. and therefore ask the committee to support the renewal of this contract.



## **Winnebago County, WI Register of Deeds**

### **3-Year Land Records Life Cycle Extension**

This Extension is made this \_\_\_\_ day of \_\_\_\_\_, 2023 between Winnebago County, WI and Fidlar Technologies (“Fidlar”). Winnebago County, WI and Fidlar hereby agree that the Computer System and Software License Sales Agreement dated August 17, 2020 between Winnebago County, WI and Fidlar (the “Agreement”) is hereby extended for a 3-year period commencing on 12/1/2023 and terminating on 11/30/2026. Except as amended by this Extension, the terms and conditions of the Agreement, which are incorporated herein and made a part hereof, shall continue in full force and effect during the 3-year term of this Extension.

Term and Termination carried over from prior agreement: This agreement may be terminated upon sixty (60) days written notice by CLIENT in the event a material defect occurs in the software which substantially interferes with the intended uses of the Winnebago County Register of Deeds, provided that FIDLAR shall have the opportunity to cure the defect within the sixty (60) day notice period.

1. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
2. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.
3. **ARBITRATION:**
  - a. This Agreement shall be covered by the laws of the State of Wisconsin.
  - b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
    - i. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
    - ii. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each



- party shall pay his own legal fees and expenses incurred in connection with the proceeding.
- iii. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
  - iv. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
  - v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
  - vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
  - vii. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
4. COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW: Provider understand that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. Seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. Seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
5. ENTIRE AGREEMENT: The entire Agreement of the parties is contained herein, and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof.



### SOFTWARE SERVICES SUMMARY

Fidlar Technologies Product\Service Description	Cost
<b>AVID</b>	<i>Year 1 - \$74,998.00 Year 2 - \$74,998.00 Year 3 - \$74,998.00</i>
Receipting (cashiering)	Included
Indexing	Included
<b>Assisted Indexing Functionality (OCR)</b>	Included
SSN Redaction Batch Processing	Included
iNSPECT Interface	Included
Automated Verification Functionality	Included
<b>Astra - eRecording Catcher</b>	Included
<b>Property Fraud Alert Service</b>	Included
<b>Laredo &amp; Tapestry (See Schedule D for remote access)</b>	<b>No Change to Current Plan</b>
Implementation Services	Included
Project Management	Included
Workflow Analysis	Included
Installation/Configuration	Included
Data Conversion	Included
Comprehensive Training	Included
Internal	Included
Public	Included
<b>Recommended Hardware Specifications</b>	Not Included
<b>LifeCycle Annual Maintenance</b>	Included
1-800 Support	Included
System Upgrades	Included
Training on New features & Functionality	Included
State Mandated or Regulatory Updates	Included

### 3 YEAR PAYMENT MILESTONES AND DATES:

LifeCycle Payments would continue to be invoiced on same schedule for the next 3 years:

Year 1 - \$74,998.00

Year 2 - \$74,998.00

Year 3 - \$74,998.00

### FIDLAR TECHNOLOGIES LIFECYCLE SERVICE INCLUDES:

- ♦ The use of our AVID software product during the life of this contract
- ♦ The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- ♦ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any



future Fidar Technologies product developed to replace AVID for the purpose of recording land records documents

- ◆ The use of new add-on modules Fidar may develop and offer to the market for the purpose of recording land records documents
- ◆ Software Maintenance to the currently licensed Fidar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

**FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:**

- ◆ The 3<sup>rd</sup> party software and hardware necessary to operate AVID, any related modules, or any future Fidar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3<sup>rd</sup> party software and hardware now or in the future
- ◆ Any current or future Fidar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidar developed remote access products except as outlined in Schedule D of this contract
- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ Support to new or existing Fidar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation
- ◆ Database Management System versions or their support or installation
- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3<sup>rd</sup> party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.





- ◆ Conversion costs for changes to database structure, if needed

**BUYER REPRESENTS THAT THIS LIFECYCLE EXTENSION HAS BEEN READ AND ACCEPTED:**

**WINNEBAGO COUNTY, WI**

**WINNEBAGO COUNTY, WI**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

**RESIDENT AGENT:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY/ZIP CODE:** \_\_\_\_\_

**FIDLAR TECHNOLOGIES**

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## SCHEDULE D

### Remote Access Products Community Service Products

*This Schedule D replaces any previously signed Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.*

#### REMOTE ACCESS

##### LAREDO

Fidlar Technologies' Laredo software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) Laredo is designed to allow subscription only access. Subscriptions for Client's customers and subsequent access are exclusively granted by Client (access may be terminated by Fidlar should the end-user agreement be breached). After Client issues the subscriber their user ID and password, they are able to download the Laredo remote access software from Fidlar's website, [www.fidlar.com/laredo](http://www.fidlar.com/laredo).

Laredo subscriber will be presented with an online End User Agreement when they log in to Laredo. They will be prompted to print the agreement, sign it, and then forward it to Fidlar. The Laredo subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each Laredo user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

##### LAREDO BILLING:

Fidlar will invoice Client a licensing fee for each Laredo user on a monthly basis. The licensing fee will be commensurate with the subscription plan of each subscriber in accordance with the schedule below. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

##### LAREDO PRICING:

Per-Minute Plans	Fidlar License Fee to County per UserID Subscription
0-150 minutes	\$33/mo and 0.11 per minute overage
151-250 minutes	\$50/mo and 0.11 per minute overage
251-500 minutes	\$71/mo and 0.08 per minute overage
501-1000 minutes	\$93/mo and 0.07 per minute overage
1001-2000 minutes	\$101/mo and 0.055 per minute overage
2001 and up	\$126/mo

Laredo support (at 1-563-345-1283), including End-User subscriber support, is included in the Per-Minute Plans.

*Revised 6/2021*

WATERMARK IMAGES IN LAREDO: No Change To Current Format

#### END USER FEES

The Client understands that it is empowered to charge fees to end users pursuant to Wisconsin Code section 59.43 and other applicable law and hereby assigns to Fidar the above portions of end user fees as an actual cost to the Client during the term of this Agreement.

The Client understands that end-user access fees for Laredo are set by the county.

---

#### TAPESTRY

The Client has the option to participate in Fidar's Tapestry General Public Access System by permitting their information to be made available through the Fidar Technologies Tapestry website ([www.landrecords.net](http://www.landrecords.net)). The Client understands that Tapestry is a service offered and managed by Fidar to offer the land records of participating Counties collectively to the general public.

The Client understands that Fidar will determine who has access to their Tapestry websites and will provide phone and email support to users as well as manage the billing and collecting of access fees from the end users. At the end of each calendar month, Fidar will provide a credit to the Client based on the parameters below.

#### TAPESTRY PRICING:

Fidar agrees to pay Client:

- \$2.75 per Tapestry search transaction
- \$0.50 per document image printed
- \$4.98 per Print Results (Client currently has this feature this turn off. Client will contact Fidar if they choose to make available.)

Any changes to the document image print fee will continue to maintain the 50/50 distribution of the fee.

Fidar may not use or share Client's data/images in any way other than the methods outlined above.

The Client understands that access fees for Tapestry are set by Fidar. Fidar will notify Client at least 30 days in advance before such fees are changed.

WATERMARK IMAGES IN TAPESTRY: No Change

---

## MONARCH

Fidlar Technologies' Monarch software is designed to allow land record's data and/or images to be distributed via an application programming interface (API). Monarch is designed to allow subscription only access.

Fidlar will provide to the subscribers all the necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the County.

Under the terms of this agreement, Fidlar Technologies will only market access to County data and images with the specific permission of the county.

<b>Fidlar License Fee to County per User Subscription</b>	<b>Cost</b>
Present Day Images	<b>\$.04</b>
Present Day Data	<b>\$.04</b>
Historic Images	<b>\$.04</b>
Historic Data	<b>\$.04</b>
On Demand Images/Data	<b>Refer to Tapestry pricing</b>
<b>Security Options</b>	
How many days will the information be delayed	<b>7 Days</b>
Images will be watermarked w/ text (if Y see *below)	<b>Yes</b>

- "Licensed to "COMPANY NAME" and not for sublicense, relicense, sale, resale or any other transfer"

---

## OFFICIAL RECORDS ONLINE

Official Records Online (ORO) makes it possible for visitors to the ORO website ([www.officialrecordsonline.com](http://www.officialrecordsonline.com)) to place an order for copies of birth, death, marriage licenses, and/or certified land records documents (at Client's discretion), accept payment, and validate requestor identity.

### ORO PRICING:

Client determines base pricing for each document type made available via ORO.

*Revised 6/2021*

Fidlar will charge a convenience fee of \$7.50/transaction (includes copies). This fee will be deducted from the ORO service fee if over \$7.50. If the service fee offered is less than \$7.50, Fidlar will instead bill the county each month.

Fidlar Convenience and Maintenance Fee	Cost
Per Order	\$7.50

Client agrees to put a link to [www.officialrecordsonline.com](http://www.officialrecordsonline.com) from their web site for the online ordering of these document types.

---

#### COMMUNITY OUTREACH SERVICES

##### PROPERTY FRAUD ALERT

Fidlar's **Property Fraud Alert (PFA)** service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. **PFA** subscribers must sign up for the **PFA** service via the **PFA** website, [www.propertyfraudalert.com](http://www.propertyfraudalert.com). Subscribers will ONLY be notified by the **PFA** service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

**PFA** is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the **PFA** hotline service (1-800-728-3858).

##### PFA PRICING:

INCLUDED AS PART OF THIS CONTRACT

---

#### **HONOR REWARDS DESCRIPTION:**

Fidlar's Honor Rewards is a service provided to counties which allows them to quickly and easily implement and manage a rewards program for their local veterans. Veterans can sign-up (online or in your office) to receive an Honor Rewards ID card which gives them discounts and benefits at local businesses and retailers who participate in the program. Client is responsible for contacting local businesses and retailers and encourage them to participate in the program.

Fidlar's Honor Rewards program includes:

- Creation and maintenance of your county's page at [www.honorrewards.com](http://www.honorrewards.com)
- Printing of all ID Cards for your county

Revised 6/2021



- Delivery of the ID cards approximately every 2-3 weeks (it is Client's responsibility to get them to the veteran)
- Customer Support for veterans during the signup process
- Pre-Created promotional materials

HONOR REWARDS PRICING:

INCLUDED WITHIN THIS CONTRACT

---

BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

Winnebago County, WI

Winnebago County, WI

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

FIDLAR TECHNOLOGIES

Dated: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

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

## SCHEDULE G

This Schedule G replaces any previously signed Schedule G and Schedule D and hereby adopts the terms and conditions of the original Computer Software Licensing Agreement signed by the County.

SELECT 1 OF THE FOLLOWING 2 OPTIONS:

**OPTION 1:** \_\_\_\_\_ By checking here and signing below, you acknowledge you have the authority to utilize remote access revenue to offset Fidlar invoices and you authorize Fidlar to hold credits on account to do so. Should you choose this option, credits will be held in a non-interest bearing account and a second signature from an authorized Elected Official, County Board Member, or Department Head is required.

Examples of remote access revenue: Tapestry & Monarch

Please select the types of Fidlar invoices you would like to use your remote access revenue on:

\_\_\_\_\_ LIFECYCLE      \_\_\_\_\_ BASTION/INFO REP      \_\_\_\_\_ HANDS FREE MICROFILM  
\_\_\_\_\_ LAREDO BILLING      \_\_\_\_\_ CONTRACT SERVICES      \_\_\_\_\_ MEDIA CONVERSION PROJECTS  
\_\_\_\_\_ OTHER - PLEASE LIST: \_\_\_\_\_

Any excess revenue held on account after applying to selected invoices and reviewing projected needs will be refunded to you via Check/ACH.

**OPTION 2:** \_\_\_\_\_ By checking here and signing below, you acknowledge that Fidlar will refund all remote access credit earned via ACH or Check.

I/WE ACKNOWLEDGE THAT THIS INSTRUCTION SHEET HAS BEEN READ AND IS ACCEPTED:

	<u>2<sup>ND</sup> SIGNATURE ONLY REQUIRED FOR OPTION 1</u>
Winnebago County, WI	Winnebago County
Dated: _____	Dated: _____
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

If you choose to receive remote access revenue and/or refunds via ACH, please fill in the necessary ACH Details:

Routing Number: \_\_\_\_\_ Account Number: \_\_\_\_\_

For Internal Use Only:

\_\_\_\_\_  
\_\_\_\_\_

1     **215-042023**

2     **RESOLUTION:     Approve Ground Lease Renewal between Joseph Norris and Winnebago**  
3                                 **County**

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

7                 **WHEREAS**, Joseph B. Norris desires to renew a ground lease with Winnebago County; and

8                 **WHEREAS**, Joseph B. Norris has been a ground lessee in a privately built and owned hangar for twenty  
9     years; and

10                **WHEREAS**, said Agreement renewal shall be for a period of twenty (20) years, from May 1, 2023 to April 30,  
11     2043; and

12                **WHEREAS**, Joseph B. Norris agrees to pay Winnebago County the ordinance rate of \$.19/sq. ft./year or  
13     \$1,203.84 per year for 6,336 sq. ft. of airport land and with an increase adjusted by the percentage change in CPI-U  
14     every third anniversary of the agreement; and

15                **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16     approves execution by the Winnebago County Executive and Winnebago County Clerk of the Ground Lease  
17     Agreement between Joseph B. Norris and Winnebago County.  
18

19  
20     *Fiscal Note: The lease is expected to produce revenue of \$1,203.84 during the first year, and this amount as*  
21     *adjusted by the CPI-U each year during the 20-year term.*

22  
23   Respectfully submitted by:

24   **AVIATION COMMITTEE**

25     Committee Vote: **5-0**

26  
27     Vote Required for Passage: **Majority of Those Present**

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

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

## **AGENDA ITEM REPORT**

DATE: APRIL 18, 2023

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: CAMERON HALLOCK, DEPUTY AIRPORT DIRECTOR

RE: NORRIS GROUND LEASE

### **Background:**

Joseph Norris has been a lessee in a privately built and owned hangar for 20 years and is due for a renewal of his ground lease.

Joseph Norris' hangar is 54'X54' and the leased area contains a 5' buffer around the perimeter of the hangar. In the original lease, the exclusive-use apron was not included in the total square footage. In line with all new and recently renewed ground leases, the privately built apron is included in the new leased space calculation. Mr. Norris' apron is 40'X54' plus a 5' buffer on either side. Therefore, the total area with a 5' perimeter on three sides of all privately-built improvements is 6,336 square feet (See Exhibit "A").

This hangar is located along TWY K near Sonex.

### **Policy Discussion:**

The ground lease rent will begin at the current ordinance rate of \$.19/sq. ft./year and be adjusted on every third anniversary of this agreement equal to the increase in CPI-U over the previous three years. The term of the agreement will be twenty (20) years – May 1, 2023 through April 30, 2043.

Ground Lease: **\$1,203.84 per year**

### **Requested Action:**

Approve the Airport Ground Lease between Winnebago County and Joseph Norris.

### **Committee Action:**

Approved 5/0 at the Aviation Committee on March 1, 2023.

### **Attachments:**

Lease Exhibit "A"

Ground Lease

GROUND LEASE  
BETWEEN  
WINNEBAGO COUNTY  
AND  
JOSEPH B. NORRIS

1. Parties. This Lease Agreement executed this 1st day of May, 2023, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and Joseph B. Norris, hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR agrees to lease to the LESSEE and the LESSEE agrees to lease from the LESSOR the premises described for the term and at the rental and upon the conditions set forth in this agreement.
3. Description of the Leased Premises.

The leased premises consisting of 6,336 square feet more or less are approximately outlined in Exhibit "A". The privately built hangar is fifty-four (54) feet long by fifty-four (54) feet wide, with an exclusive use apron area of forty (40) feet long by fifty-four (54) feet wide with a 5' perimeter buffer around all of the improvements included in the leased area except for the side along Taxiway K.
4. Term. This lease shall be for a term of twenty (20) years commencing on May 1st, 2023 and ending on April 30<sup>th</sup>, 2043.
  - a. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
  - a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be nineteen cents (\$0.19) per square foot per year, or Seven Hundred and Sixty Dollars

(\$760.00) per year, whichever is greater. The rental rate shall commence at One Thousand Two-Hundred Three and 84/100 Dollars (\$1,203.84) annually.

- b. Rental Adjustments. LESSEE agrees that the rental of the premises herein described and any future additions thereto, shall be adjusted on the anniversary of this agreement at three (3) year intervals. LESSOR agrees that the new rental rate shall constitute an increase to the previous rental rate by the corresponding increase of the Consumer Price Index for All Urban Consumers (CPI-U) for the previous three (3) years.
- c. Payment of Rent. All rent as herein provided shall be paid annually in advance on the first day of January of each lease year, or monthly in advance.

6. Authorized Uses.

- a. Hangar. LESSEE understands the primary use of the premises shall be aircraft storage. LESSEE shall comply with Federal Aviation Administration (FAA) policy on Non-Aeronautical Use of Airport Hangars as outlined in FAA Order 5190.6B and in any other guidance published by the FAA concerning the use of hangars, so as not to ultimately impede the use of the hangar for aeronautical purposes. The premises shall not be used for any commercial purposes.
- b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional Airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
- c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
- d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be



commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 21 herein entitled LESSEE'S RIGHTS UPON TERMINATION. LESSOR's approval for subsequent alterations shall not be unreasonably withheld.

7. Obligations of LESSOR.

- a. Operation and Maintenance of Facilities. LESSOR agrees that it shall, during the term of this lease and any extension of renewal hereof, within its financial ability, operate, maintain and keep in good repair all public and common facilities and services on Wittman Regional Airport, including the landing area, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
- b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

- a. Acceptance of Premises. LESSEE, by execution of this lease represents that it has inspected the Airport and the leased premises, and that it accepts the condition of same as they now exist, and fully assumes all risks incident to the use thereof, including, but not limited to, any hidden, latent, or other dangerous conditions on the Airport or the leased premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased

premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.

- b. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 17, "Default", of the Lease Agreement.
- c. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- d. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR.

LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 19, herein, should any changes in federal or state law or regulation require such alteration or termination.

- e. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied

on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.

- f. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.

- g. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.

- h. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or

repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

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

- J. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.

- k. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.

9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 11

hereunder.

10. Arbitration:

- a. This Agreement shall be covered by the laws of the State of Wisconsin.
- b. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
  1. The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  11. The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
  111. Any arbitration shall take place in the city of Oshkosh, Winnebago County, Wisconsin.
  - 1v. Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
  - v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to

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

v1. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.

vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.
12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that: (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (4) that the LESSEE shall use the premises so as not to be in contravention of Section

942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

13. Holding Over. In the event that LESSEE holds over in its occupation of the demised premises, or any portion thereof, after the expiration or other termination of this lease or any renewal or extension thereof, such holding over shall operate and be construed as a tenancy from month to month at the same monthly rental that applied to the last preceding month and subject to all the other terms and conditions herein provided, and in no event shall the tenancy be deemed to be one of longer than one month. However, nothing contained herein shall be construed as consent by the LESSOR to the holding over of the demised premises by the LESSEE.
14. Reasonable Exercise of LESSOR's Rights. All rights privileges, options and powers as are reserved by LESSOR with respect to the leased premises, shall be exercised in a reasonable manner, without unnecessary and unreasonable interference with the LESSEE's use and occupancy of the premises; and wherever LESSEE's rights or privileges to act under this lease are stated to be subject to prior consent or approval of LESSOR, it is understood and agreed that consent or approval shall not be arbitrarily or unreasonably withheld.



15. Condemnation.

If at any time during term hereof the whole of the demised premises shall be taken for any public or quasi-public use, under any statute, or by right of eminent domain, then, in such event, when possession of the demised premises shall have been taken thereunder by the condemning authority, the term hereby granted, and all right of the LESSEE hereunder, shall immediately cease and terminate, and the rent shall be apportioned and paid to the time of such termination. Lessee shall be paid fair market value for any improvements he caused upon premises. Value to be established as that prior to condemnation.

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

In the event that a loss or occurrence on the leased premises caused by an act of neglect of LESSEE causes a loss to the LESSOR's or other property on the Airport, LESSEE shall, at its expense, repair, replace, or rebuild or cause to be repaired, replaced or rebuilt, any such property damaged or lost to its previous condition as soon as reasonably possible, and to reimburse

LESSOR, its agents, employees, other lessees, contractors and suppliers for any and all costs and expenses, including reasonable attorney's fees incurred as a result of such loss or damage. Any question regarding the reasonableness of LESSEE's performance under this paragraph shall be submitted to arbitration, and the parties agree to be bound thereby.

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

18. Future Development.

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

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

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
  - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
  - ii. Failure to cure failure to pay rent pursuant to the terms of this lease.
  - iii. The making by LESSEE of any general assignment for the benefit of creditors.
  - iv. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
  - v. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.
- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further,

the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.
21. LESSEE's Right Upon Termination. At the termination of this lease, LESSEE shall be entitled to elect one of the following options:
- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or
  - b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
  - c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE

hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

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

23. Liability.

a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,

b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.

c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:

1. Workers Compensation and Employer's Liability- with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.

11. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage

buildings upon the property are used to store any large items of personal usage.

This insurance shall include on the Certificate of Insurance the following coverages:

1. Premises - Operations
2. Products and Completed Operations
3. Broad Form Property Damage
4. Blanket Contractual
5. Professional Liability, if applicable

111. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.

1v. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:

1. Owned Automobiles, if applicable
2. Hired Automobiles
3. Non-Owned Automobiles

v. During construction activities LESSEE and their contractors shall provide all of

the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy - with limit of \$1,000,000 per occurrence/ \$2,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.

v1. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.

v11. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.

v111. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.

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

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

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

in the valid provisions of this agreement.

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

a. To the LESSOR:  
Airport Director  
Wittman Regional Airport  
525 W. 20th Avenue  
Oshkosh, WI54902-6871

b. To the LESSEE  
  
JOSEPH B. NORRIS  
3526 Caden Ct.  
Oshkosh, WI 54904

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

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

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

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



in response to a public records request. Lessee's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Lessee must defend and hold the County harmless from liability due such breach.

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

SIGNATURE PAGE FOLLOWS

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

WINNEBAGO COUNTY (LESSOR)

BY: \_\_\_\_\_  
Jon Doemel  
County Executive

\_\_\_\_\_  
Susan T Ertmer  
County Clerk

JOSEPH B. NORRIS (LESSEE)

BY: \_\_\_\_\_  
Joseph B. Norris  
Owner

NORRIS GROUND LEASE 2023

Total leased area including apron is 99' by 64'. This includes a 5' perimeter buffer on all sides except the connection to Taxiway K.

1 **216-042023**

2  
3 **RESOLUTION: Request Authority to Apply for and Accept WDNR Runoff Management Grant**

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

6 **WHEREAS**, Winnebago County Land & Water Conservation Department is interested in acquiring a grant  
7 from the Wisconsin Department of Natural Resources (WDNR) for the purpose of implementing a project to control  
8 agricultural or urban stormwater runoff pollution pursuant to Wis. Stats. 281.65 and 281.66, and Chapters NR 151,  
9 153 and 155; and

10 **WHEREAS**, a cost-sharing grant is required to carry out the project; and

11 **WHEREAS**, the project implementation, for which the grant is being applied for, is a priority identified in the  
12 2021-2030 Winnebago County Land & Water Resource Management Plan.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 authorizes the Director of the Land & Water Conservation Department to:

- 15 1. Submit and sign an application to the WDNR for any financial aid that may be available;  
16 2. Sign a grant agreement between the local government (applicant) and the WDNR;  
17 3. Submit reimbursement claims along with necessary supporting documentation;  
18 4. Submit signed documents;  
19 5. Take necessary action to undertake, direct and complete the approved project.

20 **BE IT FURTHER RESOLVED** by the Winnebago County shall comply with all state and federal laws,  
21 regulations and permit requirements pertaining to implementation of this project and the grant document provisions.

22  
23 *Fiscal Note: If grant funds are awarded, the revenue from this grant as well as the necessary expense will be*  
24 *included in the 2024 county budget.*

25  
26  
27 Respectfully submitted by:

28 **LAND CONSERVATION COMMITTEE**

29 Committee Vote: **4-0**

30 Respectfully submitted by:

31 **PERSONNEL & FINANCE COMMITTEE**

32 Committee Vote: **5-0**

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

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

36  
37  
38 \_\_\_\_\_  
39 Jonathan D. Doemel  
40 Winnebago County Executive  
41



# Agenda Item Report



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

DATE: March 9, 2023

FROM: Chad Casper, Director of Land & Water Conservation

RE: Resolution: Request Authority to Apply for and Accept WDNR Runoff Management Grants

## **General Description:**

Requesting authority to apply for and accept a WDNR Runoff Management Grant to cover 50% of the expenses for the MS4 Remodeling.

## **Action Requested:**

To approve the Resolution: Request Authority to Apply for and Accept WDNR Runoff Management Grants

## **Procedural Steps:**

Committee of Jurisdiction: Land Conservation Committee	Meeting date: 3/9/23
Action taken:	Vote: 4-0
Personnel and Finance Committee	Meeting Date: 4/6/2023
Action Taken	Vote: 5-0
County Board	Meeting date: 4/18/2023
Action Taken	Vote:

## **Background:**

About 245 municipalities in Wisconsin are currently required to have a Municipal Separate Storm Sewer System (MS4) permit under NR 216, Wis. Adm. Code. An MS4 permit is required for a municipality that meets one of the following criteria:

1. It is located within a federally-designated Urbanized Area.
2. Its population equals 10,000 or more based on the latest decennial census; or
3. When the Department of Natural Resources designates the municipality for permit coverage in accordance with s. NR 216.025. The MS4 permits are effective for a period of up to five years, at which point the permits are updated and re-issued.

The MS4 permits require municipalities to reduce polluted storm water runoff by implementing storm water management programs with best management practices. The MS4 permits usually do not contain numerical effluent limits like other WPDES permits.

The WDNR Urban Nonpoint Source & Storm Water Management Program Planning Grant is being applied for completing a remodeling of its Municipal Separate Stormwater Sewer System (MS4) in order to update the pollutant load reductions for Winnebago

**Policy Discussion:**

In order to be eligible to submit a grant application for the MS4 Remodeling expenses, the WDNR requires that a Resolution be approved that identifies an Authorized Responsible Governmental Official (Director of the LWCD) to submit the application and subsequent required forms on behalf of Winnebago County

**Attachments:**

Resolution: Request Authority to Apply for and Accept WDNR Runoff Management Grants



1 217-042023

2  
3 **RESOLUTION:** Approve a Budget Transfer in the amount of \$30,500 for replacement of three water  
4 heaters at Park View Health Center to be Funded from the Unassigned General Fund  
5 Balance and Project Funding will either Reduce the Unassigned General Fund or will  
6 later be Reimbursed by a Subsequent Bond Issue  
7

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

10 **WHEREAS**, the three facility water heaters at Park View Health Center require replacement; and

11 **WHEREAS**, the water heaters are critical to functioning at Park View Health Center in order to adequately care  
12 and provide services to the residents; and

13 **WHEREAS**, two of the three water heaters are original to the building, dating back to 2008 and have reached  
14 the end of their life expectancy; and

15 **WHEREAS**, one water heater is non-functioning; and

16 **WHEREAS**, JDR Engineering recommendation is to replace all three water heaters as replacement parts are  
17 no longer available coupled with the fact that the new heaters will be more efficient; and

18 **WHEREAS**, the original \$87,924 budgeted for this project and approved by the Board for replacement is not  
19 a sufficient amount to cover increased costs.

20 **WHEREAS**, the bid received was \$98,562, not including any contingency funding; and

21 **WHEREAS**, design costs were expended out of the original appropriation;

22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it approves a  
23 budget transfer of \$30,500 for replacement of three water heaters at Park View Health Center.

24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funding for this project  
25 will be funded from the Unassigned General Fund balance and project funding will either reduce the Unassigned  
26 General Fund or will later be reimbursed by a subsequent bond issue  
27

28 **Fiscal Impact:** *This budget transfer will reduce the undesignated general fund balance by \$30,500.*  
29

30 Respectfully submitted by:

31 **PARK VIEW HEALTH CENTER COMMITTEE**

32 Committee Vote: **5-0**

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **5-0**

36 Vote Required for Passage: **Two-Thirds of those present**  
37

38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2023.  
39

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

# Agenda Item Report



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

DATE: March 29, 2023

RE: Budget transfer – PVHC water heaters

## **General Description:**

This resolution will authorize additional funding of \$30,500 for replacement of three water heaters at Park View Health Center.

## **Action Requested:**

Approval of the attached resolution.

## **Procedural Steps:**

### **Park View Health Center Committee**

Action taken: Approved

Meeting date: 3/16/2023

Vote: 5 - 0

### **Personnel & Finance Committee:**

Action taken: Approved

Meeting date: 4/6/2023

Vote: 5-0

### **County Board**

Meeting date: 4/18/2023

## **Background:**

A capital outlay budget of \$87,924 for replacement of the three facility water heaters at Park View Health Center was established by the County Board in October 2022, through Resolution 113-102022. Bids for the project were solicited and received, but the lowest bid, from Hurckman Mechanical Industries, Inc., is for an amount higher than the available budget. Design work already expended was \$10,000, the lowest bid was \$98,562, and a 10% contingency leads to a total of \$118,418 required, and comparing this figure to the original budget of \$87,924 shows a shortfall of \$30,494.

## **Policy Discussion:**

Replacement of these water heaters is essential for continued operations at Park View Health Center in order to adequately care and provide services to the residents. One water heater is non-functioning, and two of the three water heaters are original to the building, dating back to 2008, and have reached the end of their life expectancy. Replacement parts for these heaters are no longer available.

## **Attachments:**

Resolution

Budget transfer form

Bid form

**SECTION 00 41 00  
BID FORM**

To: Winnebago County Purchasing Dept.  
112 Otter Ave., Oshkosh, WI 54901

From: Hurckman Mechanical Industries, Inc. (Contractor)  
1450 Velp Avenue (Business Address)  
Green Bay, WI 54303 (City, State, Zip)  
(920) 499-8771 (Telephone Number)  
ryankrueger@hurckman.com (Email)

For: **RFB# PV01-23 WATER HEATER REPLACEMENT**

Due: **02:45 P.M. (Central Time), March 2, 2023.**

TO WHOM IT MAY CONCERN:

- A. The undersigned has carefully examined the Drawings and Specifications and all other Contract Documents relating to the project, acquainted himself with the site and all other conditions relevant to the work and made all evaluations and investigations necessary to a full understanding of any difficulties which may be encountered in performing the work.
- B. The undersigned hereby proposes and agrees to furnish all labor, materials, equipment, tools, taxes, services and all other things necessary or appropriate for the proper and complete execution of the work for the lump sum of:

**BASE BID**

Ninety eight thousand five hundred sixty two DOLLARS  
(\$ 98,562 )

- C. The Bidder submits herewith a certified check or Bid Bond in the sum of five percent (5%) of the Lump Sum bid amount and payable to the party as designated in the advertisement inviting proposals, to be retained by and become the property of the Owner of the work, in the event the undersigned shall fail to execute the contract and bond and return the same to the office of the Owner within ten (10) days after having been notified in writing to do so unless otherwise extended by the Owner, in writing; otherwise to be returned.
- D. The undersigned further proposes and agrees that the Work will be completed no more than **7 days following the first day of Work.**
- E. The undersigned agrees that in the event the contract work cannot be completed by the date specified previously, and the Owner does not grant an extension of the completion date, the work shall be discontinued temporarily. It shall be understood that the Owner will permit work to resume only during that time allotted by the Owner.

- F. The undersigned agrees that permission to bid on future work for the Owner may not be granted until the undersigned's work in progress is complete; the Contractor shall be notified in writing by the Owner. The undersigned further agrees that the Contract Documents, including all contractor's responsibilities, shall remain enforced during the postponement of work.
- G. The undersigned agrees to take sole physical and financial responsibility for all efforts required to ensure the premises associated with the work are in a suitable condition, as judged by the Owner, during the postponement of work. The undersigned further agrees to hold harmless the Owner for physical and financial responsibilities required to resume work after postponement.
- H. The undersigned submits herein a cost breakdown of the base bid, unit prices and alternate bids as directed on the Bid Form. Any or all of the alternate bids may be selected by the Owner and added to, or subtracted from, the base bid sum as applicable.
- I. The undersigned agrees, if this proposal is accepted, to enter into an agreement on the Owner's Standard Agreement Form for the base bid sum, adjusted for any alternate bids selected by the Owner. The undersigned further agrees to furnish a performance and payment bond, for 100 percent of the total Contract Price.
- J. The undersigned agrees that extra or additional work may be compensated on the basis of actual cost plus:
- 15 % for overhead and profit if performed by Contractor.
- 10 % for overhead and profit if performed by Subcontractor(s).
- K. In submitting this proposal, it is understood that the Owner reserves the right to reject any or all bids, waive any formalities or technicalities in any bid and to make an award in the best interest of the Owner. It is further understood and agreed that this proposal may not be withdrawn for a period of ninety (90) days after the date set for bid receipt.

ADDENDA

The undersigned hereby acknowledges receipt of the following addenda which shall become part of the Contract Documents:

Addendum Number (1) Dated \_\_\_\_\_

Addendum Number (2) Dated \_\_\_\_\_

Addendum Number (3) Dated \_\_\_\_\_

☒ Corporation ( ) Partnership

Respectfully submitted,

( ) Individual ( ) Other

  
\_\_\_\_\_  
Signature

State of Incorporation Wisconsin  
(if applicable)

Brad F. Hurckman  
Printed Name

President  
Title

3/2/2023  
Date

**END OF SECTION**

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

HURCKMAN MECHANICAL INDUSTRIES,  
INC.  
1450 Velp Avenue  
Green Bay, WI 54303

**SURETY:**

(Name, legal status and principal place  
of business)

HUDSON INSURANCE COMPANY  
100 William Street 5th Floor  
New York, NY 10038

**OWNER:**

(Name, legal status and address)

WINNEBAGO COUNTY

1221 Knapp Street, Oshkosh, WI 54902

**BOND AMOUNT:** Five Percent of Amount bid  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Water Heater Replacement at Parkview, Oshkosh, WI

Project Number, if any:

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


Signed and sealed this 2nd day of March, 2023

  
(Witness)

  
(Witness)


HURCKMAN MECHANICAL INDUSTRIES, INC.

(Principal)

  
(Title) President

HUDSON INSURANCE COMPANY

(Surety)

  
(Title) Roxanne L. Jensen, Attorney in Fact

(Seal)

(Seal)





## BID BOND POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That HUDSON INSURANCE COMPANY, a corporation of the State of Delaware, with offices at 100 William Street, New York, New York, 10038, has made, constituted and appointed, and by these presents, does make, constitute and appoint

**Kelly L. Cody, Roxanne L. Jensen, Trudy A. Szalewski, Brian L. Krause**

**of the State of Wisconsin**

its true and lawful Attorney(s)-in-Fact, at New York City in the State of New York, each of them alone to have full power to act without the other or others, to make, execute and deliver on its behalf, as Surety, bid bonds for any and all purposes.

Such bid bonds, when duly executed by said Attorney(s)-in-Fact, shall be binding upon said Company as fully and to the same extent as if signed by the President of said Company under its corporate seal attested by its Secretary.

In Witness Whereof, HUDSON INSURANCE COMPANY has caused these presents to be of its Senior Vice President thereunto duly authorized, on this 9th day of August, 20 22 at New York, New York,



Attest

*Dina Daskalakis*  
**Dina Daskalakis, Corporate Secretary**

HUDSON INSURANCE COMPANY

By

*Michael P. Cifone*  
**Michael P. Cifone, Senior Vice President**

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

On the 9th day of August, 20 22 before me personally came Michael P. Cifone to me known, who being by me duly sworn did depose and say that he is a Senior Vice President of HUDSON INSURANCE COMPANY, the Company described herein and which executed the above instrument, that he knows the seal of said Company, that the seal affixed to said instrument is the corporate seal of said Company, that it was so affixed by order of the Board of Directors of said Company, and that he signed his name thereto by like order.

(Notarial Seal)



ANN M. MURPHY

Notary Public, State of New York

No. 01MU6067553

Qualified in Nassau County

Commission Expires December 10, 2025

## CERTIFICATION

STATE OF NEW YORK

COUNTY OF NEW YORK

SS.

The undersigned **Dina Daskalakis** hereby certifies:

THAT the original resolution, of which the following is a true and correct copy, was duly adopted by unanimous written consent of the Board of Directors of Hudson Insurance Company dated July 27<sup>th</sup>, 2007, and has not since been revoked, amended or modified:

"RESOLVED, that the President, the Executive Vice Presidents, the Senior Vice Presidents and the Vice Presidents shall have the authority and discretion, to appoint such agent or agents, or attorney or attorneys-in-fact, for the purpose of carrying on this Company's surety business, and to empower such agent or agents, or attorney or attorneys-in-fact, to execute and deliver, under this Company's seal or otherwise, bonds obligations, and recognizances, whether made by this Company as surety thereon or otherwise, indemnity contracts, contracts and certificates, and any and all other contracts and undertaking made in the course of this Company's surety business, and renewals, extensions, agreements, waivers, consents or stipulations regarding undertakings so made; and

FURTHER RESOLVED, that the signature of any such Officer of the Company and the Company's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seal when so used whether heretofore or hereafter, being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed."

THAT the above and foregoing is a full, true and correct copy of Power of Attorney issued by said Company, and of the whole of the original and that the said Power of Attorney is still in full force and effect and has not been revoked, and furthermore that the Resolution of the Board of Directors, set forth in the said Power of Attorney is now in force.



Witness the hand of the undersigned and the seal of said Company this 2nd day of March, 20 23

By

*Dina Daskalakis*  
**Dina Daskalakis, Corporate Secretary**



## Park View Health Center

Date

3/16/23

Approval - County Executive

3/16/23

Approval - Personnel & Finance

5-0

Committee Vote:

Approved - Information Systems Committee

**Committee Vote:**

Total amount of budget transfer.....

\$	30,500
----	--------

[illegible]

Increase due to water heater bid. See attached bid  
Original budget 87,924  
Kontext design work 10,000  
Carry over amount is 77,924  
Minimum bid is 98,562  
Short 20,638  
Conting 9856  
Budget transfer needed 30,500

Page 1

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 10
- 11
- 12
- 13
- 14
- 15
- 16
- 17
- 18
- 19
- 20
- 21
- 22
- 23
- 24
- 25
- 26
- 27
- 28
- 29
- 30
- 31
- 32
- 33
- 34
- 35
- 36
- 37
- 38
- 39
- 40
- 41

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

**WHEREAS**, the elevator controls, a proprietary system of Otis Elevator Co., are discontinued and unavailable; and

**WHEREAS**, the public elevator controls have developed a nonrepairable fault; and

**WHEREAS**, the project went out for bid; and

**WHEREAS**, the bids received exceed the prior authorized funding.

*Fiscal Note: The project expense of \$48,000 will be funded using the unassigned general fund balance and project funding will either reduce the unassigned general fund or will later be reimbursed by a subsequent bond issue.*

## FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

## PERSONNEL AND FINANCE COMMITTEE

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: March 10, 2023

FROM: Mike Elder, Director of Facilities

RE: Additional Funding Request for Oshkosh Human Services Building Elevator Modernization

## **General Description:**

The bids for the modernization of the main public elevator controls at the Oshkosh Human Services Building came in over budget.

## **Action Requested:**

Approval of a budget request for the additional funds.

## **Procedural Steps:**

Committee of Jurisdiction: Facilities & Property Mgmt  
Action taken: Passed

Meeting date: March 22, 2023  
Vote: 4/0

Committee of Jurisdiction: Personnel & Finance  
Action taken: APPROVED

Meeting date: April 6, 2023  
Vote: 5-0

County Board

Meeting date: April 18, 2023

## **Background:**

The Oshkosh Human Services Building was built in 2 stages. The older section was completed in 1927. In 1995 an addition was constructed to the north. A single public elevator was installed during that project. This elevator has been maintained consistently. It has operated well over the last 28 years without any major failures or upgrades. Early this Fall the electronic processor that controls the operation of the elevator failed. It has been sent to the manufacturer 3 times for troubleshooting and repair. Each time it has been returned and the operational problem continued.

A replacement processor is not available for purchase to replace the original. Additionally, the electronics in the processor and ancillary controls are obsolete and unavailable. Several national elevator companies have been consulted for options for solutions. Each company stated that the parts are old, obsolete and the controls should be upgraded to current industry standards. It is an Otis elevator and utilizes proprietary parts and software.

This project will upgrade the controls of the public elevator. New non-proprietary elevator controls will be installed. The result will be an elevator with operational controls that any elevator company can service and get parts for.

**Policy Discussion:**

The work was put out for bid. Bids were accepted on March 7, 2023. It was advertised nationally and in the Oshkosh Northwestern locally. 209 interested parties were sent the bid notification. This included all the major elevator companies and multiple general contractors. A total of 16 parties downloaded the bid package.

The sole bid received was from Capelle-Diedrich for \$252,800.00. This exceeds the amount, \$230,000.00 that was approved for the project.

This is an urgent repair necessary to provide effective and efficient services. Several important functions are on the upper floor of the building; Veteran's Services and ADRC are two of them.

The additional funding needed to complete the repairs to the elevator controls is \$47,800. This would include a 10% contingency.

This was discussed at the March Facilities and Property Management Committee meeting held March 22, 2023. The budget request was passed 4/0

**Attachments:**

Resolution  
Budget Transfer Request

# BUDGET AMENDMENT

Department Requesting: <b>Facilities Department</b>	Date <u>3/22/2023</u>	Committee Approvals required by:
Finance Dept Reviewer:		Date _____
Committee of Jurisdiction -		Facilities & Property Management Committee Vote: _____
<b>Facilities &amp; Property Management</b>	<u>3/22/2023</u>	Personnel & Finance Committee Vote: _____
Committee Vote: <u>4/0</u>		Information Technology Committee Vote: <u>N/A</u> <span style="margin-left: 100px;"><u>N/A</u></span>
Passed County Board (Two-thirds of board present): _____		Budget Adjustment impact: <b>\$48,000 from unassigned general fund balance</b> <i>(to be considered for subsequent bond issue in November 2023)</i>

## ACCOUNT NUMBER

Org	Object	Object Description	Project	Phase	Task	Budget Explanation	I=Incr D=Decr	Amount*
1039	59501	Other Transfers Out				CIP 4142 OHS Elevator Repairs	I=Incr	48,000
			4142	507		CIP 4142 OHS Elevator Repairs	I=Incr	48,000
			4142	204		CIP 4142 OHS Elevator Repairs	I=Incr	48,000

\*full dollars only (no pennies)

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

This request is for additional funding for the Oshkosh Human Services public elevator control modernization project. This project will upgrade the controls of the public elevator. New non-proprietary elevator controls will be installed. The result will be an elevator with operational controls that any elevator company can service and get parts for. The work was put out for bid. Bids were accepted on March 7, 2023. It was advertised nationally and in the Oshkosh Northwestern locally. 209 interested parties were sent the bid notification. This included all the major elevator companies and multiple general contractors. A total of 16 parties downloaded the bid package. The sole bid received was from Capelle-Diedrich for \$252,800.00. This exceeds the amount, \$230,000.00 that was approved for the project. This is an urgent repair necessary to provide effective and efficient services. Several important functions are on the upper floor of the building; Veteran's Services and ADRC are two of them. The additional funding needed to complete the repairs to the elevator controls is \$48,000. This would include a 10% contingency.

## ENTRY NUMBER

219-042023

**ORDINANCE: Amend Winnebago County General Code Section 7.14 (8) to Replace the Word "possible" with the Definition, "legally compliant"**

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

**WHEREAS**, driveway access needs to be permitted for all land parcels; and

**WHEREAS**, it is imperative to have safe ingress and egress to each driveway along city, village, town or county roads; and

**WHEREAS**, safety of the motorists traveling on all roads should be considered when granting driveway access; and

**WHEREAS**, City, Village, and Town Codes are enacted in order to help provide safety for all motorists; and

**WHEREAS**, the word "possible" can have multiple meanings that can lead to individual interpretation.

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

That Section 7.14 (8) of the General Code of Winnebago County be revised to state as follows:

RIGHT OF ACCESS FOR PARCELS EXISTING PRIOR TO ENACTMENT. Each existing parcel of land abutting a Winnebago County Trunk Highway at the time of enactment of this Ordinance shall be entitled to one (1) access to when in compliance with the provisions of this Ordinance. Whenever ~~possible~~ **legally compliant** access ~~shall~~ **can** be granted on local roads **the driveway shall be placed there** instead of ~~the~~ County Trunk Highway. ~~when there is a choice between the two types of roads.~~ Newly created lots shall be allowed an access as shown on a recorded Certified Survey Map.

Fiscal Note: No fiscal impact.

Respectfully submitted by:

**SUPERVISOR HOWARD MILLER, DISTRICT 36**

**SUPERVISOR DON NUSSBAUM, DISTRICT 9**

Respectfully submitted by:

**HIGHWAY COMMITTEE**

Committee Vote: **4-1**

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

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

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

**RESOLUTION: Urge the Wisconsin Legislature to Provide \$18.7 million in Stable, Core Funding Support for County Conservation Department Staffing**

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

5 **WHEREAS**, Wis. Stats. 92.06 and 92.07 create and define the powers of Land Conservation Committees  
6 (LCCs) and Wis. Stat. 92.09 empowers Land and Water Conservation Departments (LWCDs) to administer county  
7 soil and water conservation programs and may exercise the powers granted to the land conservation committee;  
8 and;

9 **WHEREAS**, county LWCDs are the local delivery mechanism for a wide range of Wisconsin's natural soil  
10 and water and other resource management programs including non-point pollution control, farmland preservation,  
11 lakes protection, and more; and;

12 **WHEREAS**, LWCD professionals work as trusted, technical advisors to support agricultural producers, assist  
13 waterfront property owners, help farmers develop and implement nutrient management plans, respond to natural  
14 disasters like floods, and spend years building the trust to be able to successfully do so; and;

15 **WHEREAS**, the conservation practices that LWCD professionals help landowners with have numerous water  
16 quality benefits, including: preventing soil erosion and promoting soil health, increasing infiltration into groundwater  
17 aquifers, protecting drinking water supply, reducing surface runoff and flood severity, and more; and;

18 **WHEREAS**, the State of Wisconsin 2023 Joint Allocation Plan establishes the current need for county LWCD  
19 staffing at \$18.7 million, per the core funding goal established in Wis. Stat. 92.14(6)(b); and

20 **WHEREAS**, the return on investment in county LWCDs is high—leveraging other grant dollars into more  
21 conservation on the land and more dollars into local economies, and multiplying several times over the state's  
22 existing investment; and;

23 **WHEREAS**, support of county LWCD funding is a bipartisan issue, supported by farm, conservation,  
24 environmental and local government groups alike, and was a top priority voiced by Wisconsinites at statewide Water  
25 Quality Task Force hearings in 2019; and;

26 **WHEREAS**, providing state funding for core county LWCD staffing needs will result in more conservation on  
27 the landscape and better protection of water quality.; and

28 **NOW, THEREFORE, BE IT RESOLVED**, that the Winnebago County Board of Supervisors hereby supports  
29 and urges the Wisconsin Legislature and the Joint Committee on Finance to provide \$18.7 million in stable, base  
30 funding for county conservation staffing, in fulfillment of the state's core funding goal and in recognition that county  
31 LWCD professionals are the among the best and most cost-effective solutions available to improve water quality,  
32 achieve clean and safe drinking water, and support a viable agricultural industry simultaneously.

33 **BE FURTHER IT RESOLVED**, that a copy of this Resolution shall be forwarded by the County Clerk to the  
34 Governor of the State of Wisconsin, the members of the Joint Committee on Finance, and the state senators and  
35 state representatives representing Winnebago County.

36  
37 *Fiscal Note: No direct impact. If there is an increase in state funding, the additional revenue and corresponding*  
38 *expense will be included in future budgets.*

39 Respectfully submitted by:

40 **LEGISLATIVE COMMITTEE**

41 Committee Vote: **13-0**

42  
43  
44  
45  
46  
47  
48  
49  
50  
51  
52  
53

Respectfully submitted by:  
**LAND CONSERVATION COMMITTEE**

Committee Vote: **5-0**

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

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: March 16, 2023

FROM: Chad Casper, Director of Land & Water Conservation

RE: Resolution: Urge the Wisconsin Legislature to Provide \$18.7 million in Stable, Core Funding Support for County Conservation Department Staffing

## **General Description:**

Asking the Wisconsin Legislature and the Joint Committee on Finance to provide \$18.7 million in stable, base funding for county conservation staffing, in fulfillment of the state's core funding goal. Providing state funding for core county LWCD staffing needs will result in more conservation on the landscape and better protection of water quality

## **Action Requested:**

To approve the Resolution: Urge the Wisconsin Legislature to Provide \$18.7 million in Stable, Core Funding Support for County Conservation Department Staffing

## **Procedural Steps:**

Committee of Jurisdiction: Land Conservation Committee  
Action taken: APPROVED

Meeting date: 4/6/23  
Vote: 5-0

Legislative Committee  
Action Taken APPROVED

Meeting Date: 3/27/23  
Vote: 13-0

County Board  
Action Taken

Meeting date: 4/18/23  
Vote:

## **Background:**

Wis. Stats. 92.06 and 92.07 create and define the powers of Land Conservation Committees (LCCs) and Wis. Stat. 92.09 empowers Land and Water Conservation Departments (LWCDs) to administer county soil and water conservation programs and may exercise the powers granted to the land conservation committee. County LWCDs are the local delivery mechanism for a wide range of Wisconsin's natural soil and water and other resource management programs including non-point pollution control, farmland preservation, lakes protection, and more.

## **Policy Discussion:**

The State of Wisconsin 2023 Joint Allocation Plan establishes the current need for county LWCD staffing at \$18.7 million, per the core funding goal established in Wis. Stat. 92.14(6)(b). The support of county LWCD funding is a bipartisan issue, supported by farm, conservation, environmental and local government groups alike, and was a top priority voiced by Wisconsinites at statewide Water Quality Task Force hearings in 2019. Looking for Winnebago County to support and urge the Wisconsin Legislature and the Joint Committee on Finance to provide \$18.7 million in stable, base funding for

county conservation staffing, in fulfillment of the state's core funding goal and in recognition that county LWCD professionals are the among the best and most cost-effective solutions we have to improving water quality, achieving clean and safe drinking water, and supporting a viable agricultural industry at the same time.

**Attachments:**

Resolution: Urge the Wisconsin Legislature to Provide \$18.7 million in Stable, Core Funding Support for County Conservation Department Staffing