

ADJOURNED SESSION OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

TUESDAY, MARCH 15, 2022

6:00 P.M.

Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin

And virtual via ZOOM

To join this meeting via Zoom, use this link:

<https://us02web.zoom.us/j/87214266226?pwd=V0hFMzBSUINzSW5YNDZxYythVnIPZz09>

Passcode (if needed) – W1NNE

To join this meeting by telephone, dial (312) 626-6799. Enter the Meeting ID: 872 1426 6226

Passcode (if needed) – 572154

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

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

- Correspondence
 - Resolutions from Other Counties:
 - Pepin County – Resolution No. 04-22: to Eliminate the Badger Care Eligibility Cliff
 - Polk County – Resolution No. 08-22: Urging State Elected Officials to Use Expected 2021-2023 Budget Surplus to Fund Rural Fire and Ambulance Emergency Services
 - Vilas County – Resolution No. 2022-15: Requesting State to Revise the Current Real Estate Transfer Fees Revenue Sharing Formula
- Reports from Committees, Commissions & Boards
- Approval of proceedings from the March 1, 2022 board meeting
- County Executive's Report
- County Board Chairman's Report
- Presentation of Plaques to County Board Supervisors: Alyssa Bolante (2020); Michael A. Brunn (2017); W. Thomas Ellis (2005); Jerry Finch (1992); Ben Joas (2018); Thomas J. Konetzke (2008); Kevin Konrad (2019); Larry Lautenschlager (2012); Steven Lenz (2018); Susan Locke (2006); Nicole Neuhoff (2020); Shiloh Ramos (2006); Joel Rasmussen (2012); Vicki S. Schorse (2017); Tom Snider (2012); Robert Warnke (2004); and Bill Wingren (1998)
- Presentation for the State of WI ARPA Grant Award (\$10.3M) - Neighborhood Investment Fund: Improving Housing Stability in Winnebago County - Winnebago County Executive Jonathan Doemel

ZONING REPORTS & ORDINANCES

- Report No. 001 – Team SNW, LLC – Bradley A. Lind, Town of Black Wolf
 - Amendatory Ordinance No. 03/01/22 - Rezoning from B-2/B-3/R-1 (Community Business/Regional Business/Rural Residential) to A-2/B-3 (General Agriculture/Regional Business) for tax parcel nos. 004-0257(p), 004-0258, 004-0258-03 & 004-0258-02
- Amendatory Ordinance No. 03/02/22 – Town of Winchester on behalf of Winchester Area Historical Society; Rezoning from A-2/R-1 (General Agricultural District/Rural Residential District) to B-2 (Community Business District) for tax parcel nos. 028-0681-01 & 028-0687-01
- Amendatory Ordinance No. 03/03/22 – Town of Nepeuskun; Text Amendments to the Town of Nepeuskun Municipal Code

RESOLUTIONS AND ORDINANCES

- RESOLUTION NO. 268-012022: Approve Diversity Affairs By-laws and Strategic Plan
Submitted by:
UW-EDUCATION, EXTENSION & AGRICULTURE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 284-032022: Commendation for Kay Kundiger
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 285-032022: Commendation for Judy Fenrich
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 286-032022: Commendation for Joan Jaworski
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 287-032022: Authorize the Transfer of \$293,200 from the Winnebago County Undesignated Fund Balance to the Winnebago County Sheriff's Department to Remodel 45 Jail Cells to Reduce the Spread of Infectious Disease Among Inmates, Including but not Limited to COVID-19, Tuberculosis, Influenza
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 288-032022: Amend the Table of Organization for the Winnebago County Sheriff's Department to Add One Patrol Deputy Position Dedicated to the Town of Clayton and Approve the 5 ½ Year Contracted Police Services Agreement Between Winnebago County and the Town of Clayton
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 289-032022: Authorize the Winnebago County Sheriff's Office to Enter into a Memorandum of Understanding with the Winnebago County Deputies' Association/Wisconsin's Professional Police Association Which Will Offer Accelerated Benefits and a Lateral Transfer Policy
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)

- RESOLUTION NO. 290-032022: Adopt Revisions to Winnebago County Human Resources Policy Manual to Adjust the Public Safety Dispatcher Total Holiday's from 11 Days to 13 Days
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 291-032022: Authorize the Winnebago County Sheriff's Office to Accept a Donation from the Badger State Sheriff's Association of Drone Equipment to Include Training for Winnebago County Sheriff Staff
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 292-032022: Authorize Amendment to the Inmate Telephone Services Agreement Between Winnebago County and Inmate Calling Solutions, LLC
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 293-032022: Authorize the Winnebago County District Attorney's Office to Accept a Department of Justice Grant in the Amount of \$897,863 and Approve the Transfer of \$297,214 into Various Accounts as Described in the Attached Budget Transfer Form
Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 294-032022: Approval of a Budget Transfer in the amount of \$69,412 for the UWO-Fox Cities Child Care Center Addition Project Due to Project Overruns
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 295-032022: Approval of a Budget Transfer in the Amount of \$19,580 for a Feasibility Study Addressing Design of Necessary System Improvements in the Science Wing Addition at UWO Fox Cities
Submitted by:
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)

- RESOLUTION NO. 296-032022: Approve Ground Lease between Volatus Infrastructure, LLC and Winnebago County
Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 297-032022: Authorize an Access and Maintenance Easement to Wisconsin Public Service Corporation for the Purposes of Providing Upgraded Electrical Service to the Sunnyview Exposition Center
Submitted by:
PARKS & RECREATION COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 298-032022: Approving Budget Transfers for Miscellaneous & Unclassified Accounts
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 299-032022: Establishing Salaries for Elected Officials of Winnebago County
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 300-032022: Approving Contract with Clifton Larsen Allen LLP for Auditing Services
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Majority of Those Present)
- RESOLUTION NO. 301-032022: Approving Budget Transfers for Treasurer's Office
Submitted by:
PERSONNEL & FINANCE COMMITTEE
(Two-Thirds of Membership)
- RESOLUTION NO. 302-032022: Support Production of the Next Generation Delivery Vehicle for the United States Postal Service in Oshkosh
Submitted by:
ANDREW BUCK, District 24
KOBY SCHELLENGER, District 23
BILL WINGREN, District 18
KAREN POWERS, District 25
DOUG ZELLMER, District 22
(Majority of Those Present)

Respectfully submitted:
Susan T. Ertmer
Winnebago County Clerk
920-232-3432

Upon request, provisions will be made for people with disabilities.
(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)

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

**Regular Session
March 1, 2022**

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

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

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, MARCH 1, 2022**

Chairman Shiloh Ramos 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 by Virtual ZOOM.

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

The following Supervisors were present: 31 - Konetzke, Brunn, Borchart, Eisen, Ramos, Lenz, Nussbaum, Stafford, Albrecht, Gabert, Binder, Konrad, Gordon, Wingren, Lautenschlager, Norton, Hinz, Zellmer, Schellenger, Buck, Powers, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas; EXCUSED: 3 – Defferding, Wise and Schorse; ABSENT: 1 – Locke; VACANCIES: 1

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

PUBLIC HEARING

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

- Matt Mikkelsen, 906 Winnebago Avenue, Oshkosh, spoke in opposition regarding an article written in the Oshkosh Northwestern criticizing County Executive Doemel.
 - Steve Bartell, 1436 Westcreek Lane, Neenah, voiced concerns regarding traffic noise on US Highway 10.
 - Shanah Zastera, 1882 Clairville Road, Oshkosh, announced that she is running for County Board Supervisor, District 32. She voiced concerns from citizens regarding property rights and water retention concerns.
 - A student from Oshkosh North High School spoke in support of the Diversity Affairs Commission By-laws.
 - Jacob Floam, 503 N. Main Street, Oshkosh, requested that the County Board separate any pension or contractual ties with Russia.
 - Tamar Mathwig, 895 Michigan Street, Omro, spoke in opposition of Resolution No. 277-022022: Extend Additional Pay to Care Providers at Park View Health Center Who Provide Direct Care to COVID-Positive Residents.
 - Jennifer Koser, 5872 Harbour South Drive, Winneconne, spoke in support of:
 - Resolution No. 277-022022: Authorize the Creation of a Winnebago County ARPA Strategy and Outcomes Commission.
- She spoke in opposition of three resolutions:
- Resolution No. 268-022022 – Approve Diversity Affairs By-laws and Strategic Plan;
 - Resolution No. 281-022022 – Extending Project Positions in the Public Health Department; and
 - Resolution No. 282-022022 – Extend Additional Pay to Care Providers at Park View Health Center Who Provide Direct Care to COVID-Positive Residents.

COMMUNICATIONS & PETITIONS

Susan Ertmer, County Clerk, presented the following communications:

- Petition for Zoning Amendments:
 - 001 – Team SNW c/o Bradley A. Lind, Town of Black Wolf; to rezone from A2, B2, B3 and R1 (General Agriculture District, Community Business District, General Business District and Rural Residential District) to A2 and B3 (General Agriculture District and General Business District) was referred to the Planning & Zoning Committee.

REPORTS FROM COMMITTEES, COMMISSIONS & BOARDS

Supervisor Eisen reported on the Safe Streets Initiative Drug Court. He attended the graduation of the 150th to 153rd participants of the Safe Streets Drug Court program.

Supervisor Snider commented on his attendance to the NACo Conference held in Washington DC from February 11 – 15, 2022. He was commended for his service and presented with a flag that had flown over the Capital and an engraved gavel for his service to the National Veteran's Service Commission.

Supervisor Gabert reported about the Aviation Committee meeting to be held on March 2, 2022 at 8:30 a.m. It is available in person or via ZOOM.

Supervisor Norton reported on his attendance to the NACo Conference held in Washington DC and the WCA Conference held in Madison. He commented on sessions that he attended. He was honored to witness the dedication that Supervisor Snider received for his service to Veterans.

Motion by Supervisor Konetzke, seconded by Supervisor Ellis to approve the proceedings from the January 18, 2022 Winnebago County Board meeting. Supervisor Cox noted that an error was made regarding who adjourned the

meeting. Supervisor Cox should have been listed as adjourning the meeting, Supervisor Albrecht was excused from that meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Doemel thanked everyone for all the well wishes that he received during his recovery. Executive Doemel commented on the following resolutions:

- Resolution No. 271-022022: - "Proclaim April 2022 as National County Government Month." He would like to see this resolution amended to be every April perpetually.
- Resolution No. 277-022022 – "Authorize the Creation of a Winnebago County ARPA Strategy and Outcomes Commission." He looks forward to working with everyone on this commission.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisors Wise, Defferding and Schorse are excused from this meeting.

Chairman Ramos noted that Supervisory District 16 is still vacant. There is a person interested in this position and will do a write-in campaign.

Chairman Ramos reminded everyone that the next meeting will be held on March 15th at the Courthouse both in-person and virtually.

Chairman Ramos commended Supervisor Snider for his commitment and service to the Veterans Association.

Chairman Ramos noted that there is not a rule that specifies the length of time that the public can voice concerns to the County Board.

REPORT ON CAPITAL IMPROVEMENT PROJECT REQUEST FOR REDUNDANT LOOP PROJECT

By Patty Francour, Information Systems Department Director

This item was pulled from the agenda.

ZONING REPORTS AND ORDINANCES

- Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from Craig Pierstorff, et al, Town of Winneconne; for a zoning change from R-1 Rural Residential to R-2 Suburban Low Density Residential. Motion by Supervisor Snider, seconded by Supervisor Farrey to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 02/01/22 – A request to rezone from R-1 Rural Residential to R-2 Suburban Low Density Residential for tax parcel nos. 030-0079-05 and 030-0079-35(p). Motion by Supervisor Snider, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: March 8, 2022)
- Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from Jennifer Zingsheim, et al, Town of Oshkosh; for a zoning change from R-1/R-2 Rural Residential/Suburban Low Density Residential to R-1 Rural Residential. Motion by Supervisor Gabert, seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 02/02/22 – A request to rezone from R1/R2 Rural Residential/Suburban Low Density Residential to R-1 (Rural Residential) for tax parcel nos. 018-0099-16 and 018-2190-01. Motion by Supervisor Gabert, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: March 8, 2022)
- Report No. 003 – A report from the Planning & Zoning Committee regarding a requested zoning change from Mike Scharpf, et al, Town of Nekimi; for a zoning change from A-2 (General Agriculture District) to R-1 (Rural Residential) for tax parcel no. 012-0273(p). Motion by Supervisor Keller, seconded by Supervisor Cox to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 02/03/22 – A request to rezone from A-2 (General Agriculture District) to R-1 (Rural Residential) for tax parcel no. 012-0273(p). Motion by Supervisor Keller, seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: March 8, 2022)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 268-012022: Approve Diversity Affairs By-laws and Strategic Plan

WHEREAS, the Diversity Affairs Commission was established by Resolution 107-122020; and

WHEREAS, the Diversity Affairs Commissions Committee of Jurisdiction is the UW Education, Extension, and Agriculture Committee; and

WHEREAS, the Diversity Affairs Commission is mandated to have a set of by-laws and strategic plan adopted by the Winnebago County Board of Supervisors; and

WHEREAS, the Diversity Affairs Commission has completed the strategic planning process and developed proposed by-laws, copies of which are attached.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the by-laws and strategic plan forwarded by the Diversity Affairs Commission.

Submitted by:
UW EDUCATION, EXTENSION & AGRICULTURE COMMITTEE

Motion by Supervisor Snider, seconded by Supervisor Ellis to adopt.

Motion by Supervisor Nussbaum to amend the By-laws in Article 2, Section 1 to include "those yet residing in the womb". This motion died for lack of a second.

After discussion, motion by Supervisor Norton, seconded by Supervisor Schellenger to postpone until the March 15th meeting. CARRIED BY VOICE VOTE. NAYES: 1 – Zellmer.

RESOLUTION NO. 271-022022: Proclaim April 2022 as National County Government Month

WHEREAS, the nation's 3,069 counties serve more than 300 million Americans and provide essential services to create healthy, safe, and vibrant communities; and

WHEREAS, these counties provide health services, administer justice, keep communities safe, and foster economic opportunities; and

WHEREAS, Winnebago County takes pride in its responsibility to protect and enhance the health, well-being, and safety of our residents in efficient and cost-effective ways.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby urges Winnebago County Executive Jonathan D. Doemel to proclaim the month of April 2022 as National County Government Month in Winnebago County, and encourages county officials, schools, residents to participate in county government celebration activities.

Submitted by:
MICHAEL NORTON, DISTRICT 20
JULIE GORDON, DISTRICT 17

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

Motion by Supervisor Norton, seconded by Supervisor Egan to amend Lines 3 and 15 to read as follows: "to proclaim the month of April 2022 and all future months of April in perpetuity, as National County Government Month in Winnebago County...". CARRIED BY VOICE VOTE.

Motion by Supervisor Hinz, seconded by Supervisor Farrey to remove the word "National" from Lines 3 and 15. After discussion, Supervisor Farrey withdrew his second. This motion died for lack of a second.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

RESOLUTION NO. 272-022022: Commendation for Dawn Lett

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

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 273-022022: Commendation for Debra Ryan

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

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO 274-022022: Commendation for Judy Steckbauer

WHEREAS, Judy Steckbauer has been employed with the Winnebago County Veteran Services Department for the past thirty-nine years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Snider to adopt. CARRIED BY VOICE VOTE. Supervisor Snider commended Judy for her hard work and dedication to the Veterans Department.

RESOLUTION NO. 275-022022: Commendation for Mary Beyer

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

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 276-022022: Authorize a Capital Project for the Winnebago County Parks Department to engage in Engineering, Design, and Permitting for the Grundman Boat Landing at a cost of \$185,000, Funded with Either a Transfer from the Undesignated General Fund Balance, or an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue.

WHEREAS, the Winnebago County Parks Department previously created a master plan, hosted a public input session, and surveyed the public for the anticipated improvements and renovations to the Grundman Boat Landing; and

WHEREAS, the improvements and renovations aim to address the insufficient number of parking stalls, site safety, and lack of amenities at the Grundman Boat Landing located within the Town of Vinland; and

WHEREAS, the Winnebago County Parks Department plans to apply for a grant with the Wisconsin Department of Natural Resources; and

WHEREAS, the Winnebago County Parks Department requests the approval of \$185,000 for the engineering, design, and permitting of the the Grundman Boat Landing;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for engineering, design, and permitting for the Winnebago County Parks Department for the Grundman Boat Landing.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for this Capital Project be funded with either a transfer from the undesignated general fund balance, or an advance from the general fund to be reimbursed with a subsequent bond issue.

Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

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

AMENDED

RESOLUTION NO. 277-022022: Authorize the Creation of a Winnebago County ARPA Strategy and Outcomes Commission

WHEREAS, on March 11, 2021, President Biden signed the American Rescue Plan Act of 2021 (ARPA), which provided money to respond to the COVID-19 global pandemic; and

WHEREAS, at the August 2021 county board meeting, the board passed Resolution 196-082021 to officially accept \$16,695,459 in ARPA funds with ARPA funds being invested pending board action on appropriations; and

WHEREAS, in the spring of 2022, Winnebago County expects to receive the second tranche of ARPA proceeds in the amount of \$16,695,459 for a total of \$33,390,918; and

WHEREAS, in January of 2022, the US Department of Treasury released a final rule, which will take effect on April 1, 2022, to guide the county on allowable uses for the local allocation; and

WHEREAS, it is necessary for Winnebago County to take a strategic approach to ensure that the eventual disposition of all the ARPA proceeds fully reflects the County's highest priorities and meets the County's most significant needs; and

WHEREAS, it is also necessary for the County Board of Supervisors, County Executive and members of the community to work together in a collaborative approach to ensure the best use of ARPA proceeds; and

WHEREAS, the new Treasury guidance clearly articulates that local governments can use ARPA dollars to invest in evidence-based strategies and resources to improve community outcomes by stating, "these resources include but are not limited to data gathering, data cleaning, data analysis, data infrastructure, data management, data sharing, data transparency, performance management, outcomes-based budgeting, outcomes-based procurement, and other data needs";

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that an ARPA Strategy and Outcomes Commission is created and to be chosen from the new County Board after the April 2022 election. It is to be co-chaired by the County Board Chairperson and County Executive. All 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.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the ARPA Strategy and Outcomes Commission will consist of the County Executive, County Board Chairperson or designee, Chair of the Personnel and Finance Committee, three additional county board supervisors selected by the County Board Chairperson, Director of Finance, who shall serve as a non-voting staff person; and three members of the public selected by the County Executive, with all appointments subject to county board confirmation.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen, seconded by Supervisor Ellis to adopt. Supervisor Rasmussen offered a friendly amendment to Line 35 to read as follows: "Director of Finance, who shall serve as a non-voting staff person".

Motion by Supervisor Norton to amend line 35 to include: "and two additional Winnebago County employees; one from Health/Human Services Department". This motion died for lack of a second.

Motion by Supervisor Farrey, seconded by Supervisor Snider to amend lines 33 and 34 to read as follows: Delete "the Chair of the Personnel and Finance Committee", delete the word "three" and add "four" additional county board supervisors. Vote on Amendment: AYES: 10 – Lenz, Stafford, Gordon, Norton, Hinz, Zellmer, Finch, Farrey, Snider and Joas; NAYES: 20; ABSTAIN: 1 – Nussbaum; EXCUSED: 3; ABSENT: 1; VACANT: 1. FAILED.

Supervisor Eisen called for a recorded vote for this resolution.

Vote on Resolution with Friendly Amendment: AYES: 29; NAYES: 1 – Nussbaum; NO VOTE: 1; ABSTAIN: 0; EXCUSED: 3; ABSENT: 1; VACANT: 1. CARRIED.

RESOLUTION NO. 279-022022: Authorize Renewal of Airport User Access Agreement Between Basler Turbo Conversions, LLC and Winnebago County

WHEREAS, Basler Turbo Conversions, LLC desires to renew an Airport Use Access Agreement with Winnebago County permitting Basler Turbo Conversions, LLC to have aircraft access to Wittman Regional Airport from privately owned property; and

WHEREAS, said Agreement shall be for a period of five (5) years, from January 1, 2022, through December 31, 2026; and

WHEREAS, Basler Turbo Conversions, LLC agrees to pay Winnebago County \$1,319.06 per month, with an annual increase equal to the change in CPI-U; and

WHEREAS, the Aviation Committee has reviewed the attached Airport Use Access Agreement and believes that its execution would be in the best interest of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Airport Use Access Agreement between Basler Turbo Conversions, LLC and Winnebago County for the purpose of providing airport access from private property.

Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 280-022022: Authorize Agricultural Permit between Experimental Aircraft Association and Winnebago County

WHEREAS, Experimental Aircraft Association, Inc. was the highest bidder for a three-year permit to conduct agricultural cultivation at Wittman Regional Airport; and

WHEREAS, the permit allows for agricultural cultivation on 81 acres of the southern portion of Wittman Regional Airport; and

WHEREAS, corn is not allowed to be grown in the approach path of the runway, which includes the "restricted" parcels just south of Runway 36; and

WHEREAS, the Experimental Aircraft Association agrees to pay \$301/acre for each of the three years; and

WHEREAS, the Aviation Committee has reviewed the attached Agricultural Permit and believes that its execution would be in the best interest of the citizens of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Airport Agricultural Permit between Experimental Aircraft Association, Inc. and Winnebago County.

Submitted by:
AVIATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 281-022022: Extending Project Positions in the Public Health Department

WHEREAS, the Winnebago County Health Department has been awarded a grant from the Wisconsin Department of Health to support COVID-19 response efforts, which necessitated the hiring of COVID-19 contact tracers, hotline operators and other staff to respond to the pandemic, for which the actual costs are fully covered by the grant; and

WHEREAS, since the need for COVID-19 response staff was not expected to exceed two years, instead of adding positions to the permanent Table of Organization, the Health Department hired temporary and project employees which under Human Resources 3.03 as adopted by the Board, may continue for a maximum time period of two years for the same project; and

WHEREAS, due to the COVID-19 pandemic lasting more than two years, there is a need to suspend project employee term limitations and extend the project positions through December 31, 2022 unless further extended by action of the Board; and

WHEREAS, there is a continued need by the Health Department to address the COVID-19 pandemic in the community and work toward minimizing the spread of COVID-19 in the community which involves retaining the project employees hired and;

WHEREAS, COVID-19 grants are still available; and

WHEREAS, current policy does not permit the project position to continue past two years from the date of hire as a project employee, unless an extension is approved by the Board; and

WHEREAS, no budget transfer is necessary; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes project employees to be employed by the Winnebago County Health Department for the purpose of supporting the COVID-19 response efforts for more than two years specifically through December 31, 2022 unless further extended by action of the Board, notwithstanding other contrary provisions of Human Resources Policy 3.03.

Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE

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

NAYES: 2 – Stafford and Nussbaum.

RESOLUTION NO. 282-02022: Extend Additional Pay to Care Providers at Park View Health Center Who Provide Direct Care to COVID-Positive Residents

WHEREAS, residential care facilities have been one of the most critical aspects in the fight against the COVID-19 pandemic. Tremendous demands have been placed on the staff of Park View Health Center to maintain a safe environment for all of the residents entrusted to their care; and

WHEREAS, Park View Health Center has established a separate space within the building to care for those residents who have tested positive for COVID-19; and

WHEREAS, the number of residents who have tested positive for COVID-19 is increasing and the staff members who provide direct care to those residents face a particular risk of transmission of the virus to themselves; and

WHEREAS, it is reasonable to recognize the risks undertaken by those employees and to provide additional compensation for the hours spent directly providing care to those residents; and

WHEREAS, Park View Health Center has received federal and state monies for COVID-19 relief that can be utilized for such compensation. Additionally, the employees can be paid from Park View Health Center's current operating expense budget so that no budget transfer will be necessary. Park View Health Center has also received federal and state monies for COVID-19 relief that can be utilized for such compensation.

WHEREAS, the Winnebago County Board of Supervisors authorized \$10.00 per hour hazard pay in addition to regular hourly rates to Park View Health Center employees who perform direct care to residents who have tested positive for COVID-19 from March 17, 2020, and expired December 31, 2021.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes extension of \$10.00 per hour hazard pay in addition to regular hourly rates to Park View Health Center employees who perform direct care to residents who have tested positive for COVID-19.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the terms of this resolution will be retroactive to January 1, 2022, and will expire no later than December 31, 2022, unless further extended by action of the Board.

Submitted by:
PARK VIEW HEALTH CENTER
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Ellis, seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE.
NAYES: 1 – Nussbaum.

RESOLUTION NO. 283-022022: Authorize a Budget Transfer for Additional Funding of \$30,000 for the Winnebago County Facilities Department to Remodel and Update the District Attorney's Second and Third Floor Office Space in the Orrin King Building.

WHEREAS, the Winnebago County Board of Supervisors passed Resolution 155-042021 in April 2021, authorizing a capital project for the Winnebago Facilities Department to remodel and update the District Attorney's office on the second and third floors of the Orrin King Building at a cost of \$190,000, funded with either a transfer from the Undesignated General Fund balance, or with an advance from the General Fund to be reimbursed with a subsequent bond issue; and

WHEREAS, the \$190,000 original figure included design work; and

WHEREAS, the pandemic has disrupted the labor and commodity markets causing pricing to be volatile and unpredictable; and

WHEREAS, in November 2021 the project for District Attorney Remodel went out for bid; and

WHEREAS, Greenwood Project Management was determined to be the lowest responsible bidder with a bid of \$174,116; and

WHEREAS, \$27,000 of the approved \$190,000 funds have been spent for design work and review, resulting in a total cost for the project including contingencies of \$220,000; and

WHEREAS, to account for additional bids coming in at higher rates than originally expected, an additional \$30,000 is needed to complete the project; and

WHEREAS, the previously-approved Courthouse Elevator Modernization Project has been concluded, with approximately \$100,000 in unspent funds remaining in that project, a portion of which may be transferred for use in the District Attorney's Office remodeling project;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes an additional \$30,000 to be added to the original \$190,000 District Attorney remodel and update project for the second and third floors of the Orrin King Building, with the funds to be transferred from the Courthouse Elevator Modernization Project.

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

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

Motion by Supervisor Albrecht, seconded by Supervisor Cox to adjourn until the March 15, 2022 meeting at 6:00 p.m. The meeting was adjourned at 8:29 p.m.

Submitted by:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held March 1, 2022.

Julie A. Barthels
Winnebago County Deputy Clerk

Neighborhood Investment Fund Grant: Improving Housing Stability in Winnebago County

Purpose: Provide grant funds to local and Tribal governments to make significant investments with long-term benefits. The program is particularly focused on addressing the needs of residents living in communities disproportionately impacted by the pandemic and encourages capital investments, such as construction of buildings, as projects eligible for funding.

Funds awarded to Winnebago County: \$10,351,686.15

Vision: Winnebago County residents have stable housing.

- **Day By Day**
 - Build expanded shelter
- **Oshkosh Kids Foundation**
 - Construct community center in Tiny House Village
- **Solutions Recovery**
 - Fund sober living homes and redevelop Solutions Welcome Center
- **Covey**
 - Create Adult Family Homes in Oshkosh and Menasha
- **Habitat for Humanity of Oshkosh**
 - Create new affordable homes in Oshkosh and Omro
- **Winnebago County Human Services**
 - Pilot housing resource center

Housing Gaps Addressed by Neighborhood Investment Fund



Timeline:

- Announcement of Award: March 1, 2022
- Grant Agreement Anticipated: April 2022
- Eligible Expense Incurred Period: March 3, 2021 through December 31, 2024

Additional Information

The full Grant Announcement for the Neighborhood Investment Fund can be found [here](#)

The Department of Administration (DOA) grant evaluation summary:

The Program is intended to assist local and Tribal units of government in funding significant, transformational projects that help neighborhoods recover from negative effects of the COVID-19 pandemic and provide long-term benefits to the neighborhood. A goal of the Program is to enable high-impact projects needing significant upfront investments to achieve long-term goals. Applicants must identify the impact of COVID-19 that the project will respond to and demonstrate how the project is reasonably likely to respond to it. Examples of potentially eligible projects include innovation centers to support small businesses with financial resources or subsidized lease space, workforce housing initiatives using grants for developers to build housing accessible to families earning working-wages, transit solutions, expanded childcare initiatives/centers, and public space development. Maintenance of existing or construction of new general purpose government buildings (e.g., city hall) is not eligible. The most successful applicants will demonstrate the following:

- Financial need and leverage of outside funding sources.
- Project is “shovel-ready,” able to begin construction in 2022, and be completed by December 31, 2024.
- Project addresses negative economic or health effects of the COVID-19 pandemic.
- Project would enable better outcomes for individuals.
- Project benefits communities disproportionately impacted by the COVID-19 pandemic (e.g., those living or working in Qualified Census Tracts, or demographic or geographic communities outside of Qualified Census Tracts that have experienced disproportionate impacts of the pandemic)

Winnebago County’s full application can be reviewed at [this link](#) and the submitted budget at [this link](#)

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Map Amendment 2021-ZC-5950 filed with the County Clerk by:

LIND, BRADLEY A - TEAM SNW LLC, Town of BLACK WOLF and referred to the Planning and Zoning Committee on March 01, 2022 and

WHEREAS, a Public Hearing was held on February 23, 2022, pursuant to mailed and published notice as provided by law on the following:

PROPERTY INFORMATION:

Owner(s) of Property: TEAM SNW LLC

Agent(s): TACKIS, JOHN E TEAM SNW LLC

Location of Premises Affected: 5309 LAKE RD

Legal Description: Being all of Lot 2 of CSM-5406 and part of Lot 1 of CSM-5981, located in Government Lot 3, and also a part of unplatted Government Lots 2 and 3, all in Section 16, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

Tax Parcel No.: 004-0257(p), 004-0258, 004-025803, 004--025802

Sewer: Existing; Municipal

Overlay: Shoreland, floodplain, wetlands

WHEREAS, Applicant is requesting a rezoning to A-2 General Agriculture; B-3 Regional Business and

WHEREAS, we have received notification from the Town of BLACK WOLF recommending APPROVAL and

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

The Town findings were for approval.

There were objections to: One person objected to rezoning lands East of Lake Rd

Proposed use is compatible with adjacent lands.

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 03/01/22

Basis of Decision:

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5950 as follows:

Being all of Lot 2 of CSM-5406 and part of Lot 1 of CSM-5981, located in Government Lot 3, and also a part of unplatted Government Lots 2 and 3, all in Section 16, Township 17 North, Range 17 East, Town of Black Wolf, Winnebago County, Wisconsin.

FROM: B-2 Community Business; B-3 Regional Business; R-1 Rural Residential

TO: A-2 General Agriculture; B-3 Regional Business

Adopted / Denied this _____ day of _____, 20 _____

Shiloh Ramos, Chairperson

ATTEST:
Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____ 2022.

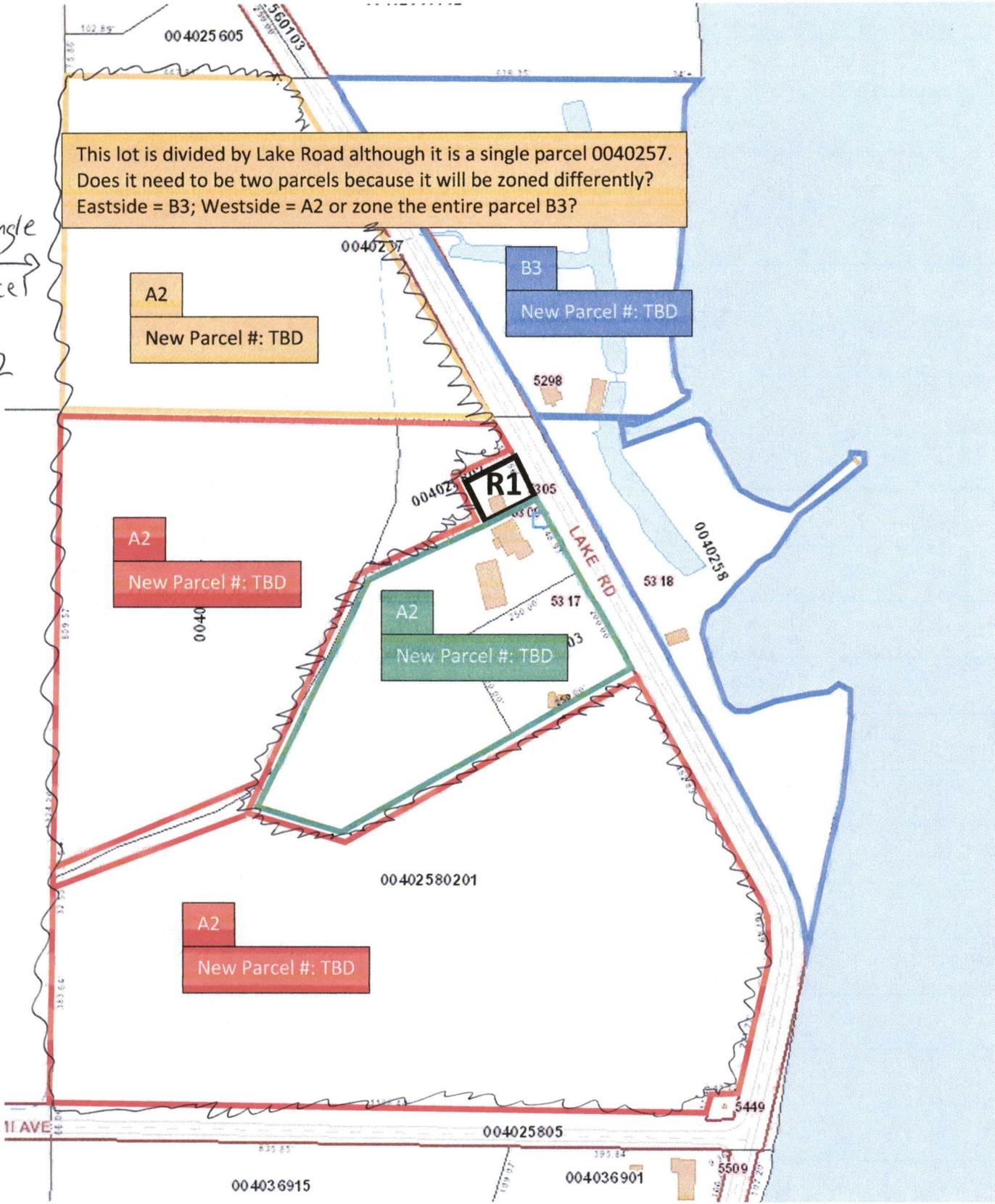
JON DOEMEL, COUNTY EXECUTIVE

County Board Supervisory district: **32 - KELLER**

LOT EXHIBIT TO DISCUSS WITH CHRIS

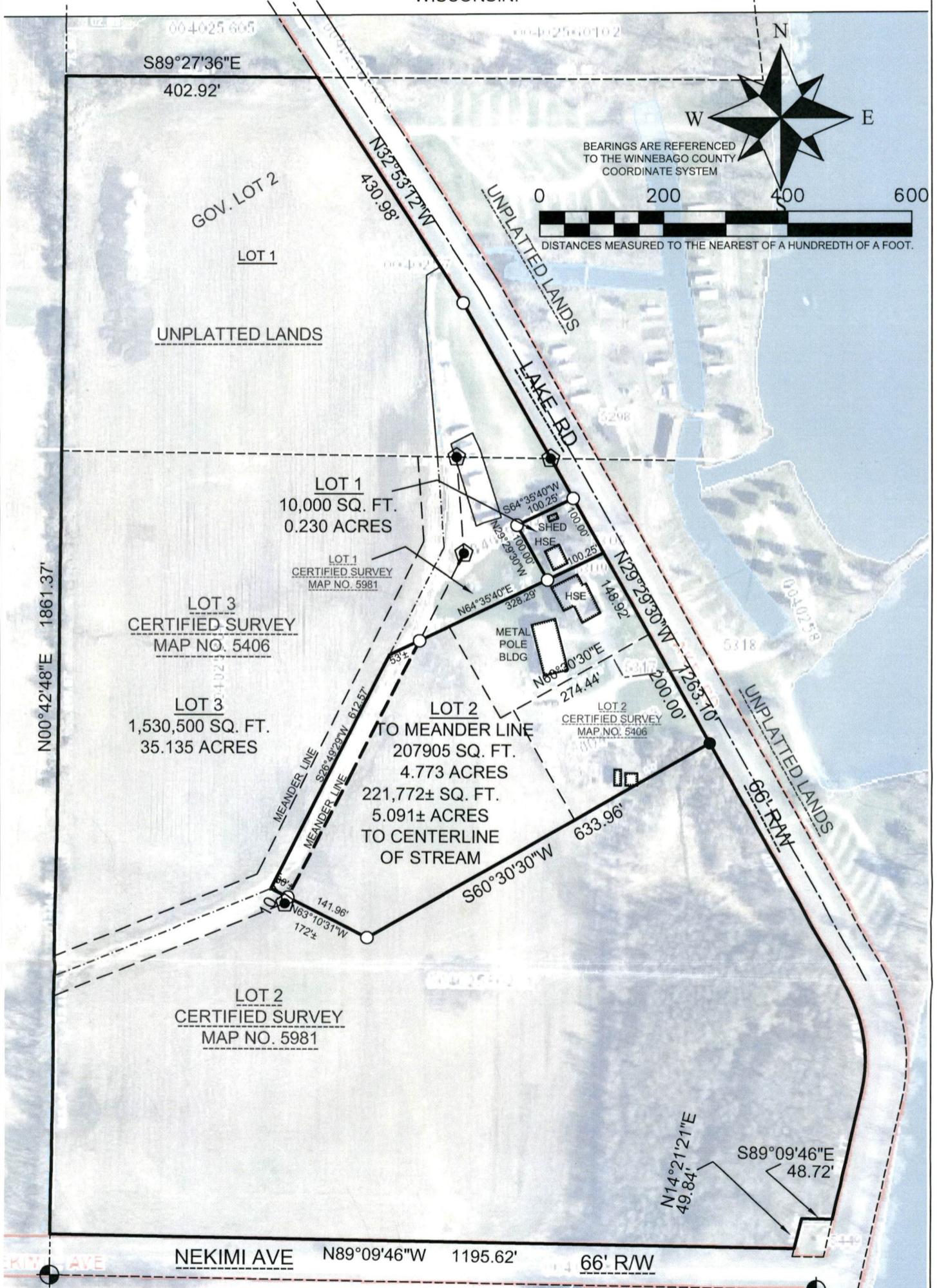
A single parcel
A1
A2

This lot is divided by Lake Road although it is a single parcel 0040257. Does it need to be two parcels because it will be zoned differently? Eastside = B3; Westside = A2 or zone the entire parcel B3?



PROPOSED LOT EXHIBIT FOR REZONING

ALL OF LOT 1 AND 2 OF CERTIFIED SURVEY MAP NO 5981 AND LANDS IN PART OF GOVERNMENT LOT 2 OF SECTION 16 TOWNSHIP 17 NORTH, RANGE 17 EAST, TOWN OF BLACK WOLF, WINNEBAGO COUNTY, WISCONSIN.



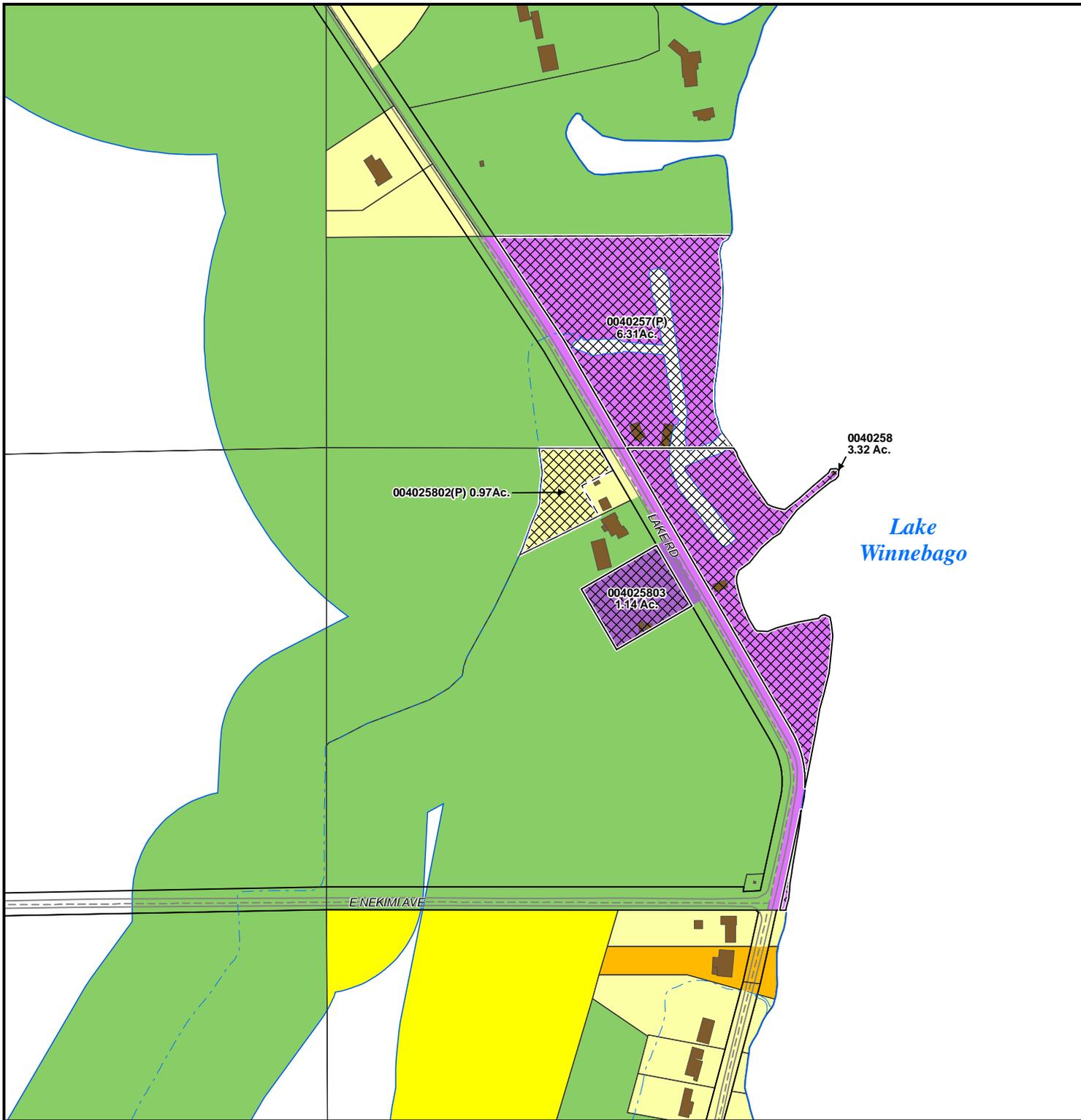
SURVEYOR'S CERTIFICATE:
 I, CHRISTIAN A. HAUSFELD, WISCONSIN PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT I HAVE SURVEYED THE ABOVE DESCRIBED PROPERTY AND THAT THE MAP SHOWN IS A TRUE AND ACCURATE REPRESENTATION THEREOF TO THE BEST OF MY KNOWLEDGE AND BELIEF.

DATED THIS _____ DAY OF _____ 2021

WISCONSIN PROFESSIONAL LAND SURVEYOR S-2492
 CHRISTIAN A. HAUSFELD



PRECISION LAND SURVEYING, LLC 463 N WASHBURN ST. OSHKOSH, WI 54904 (920) 205-4895		
DRAWN BY CAH	DATE 10/15/2021	SURVEY FOR TEAM SNW LLC
APPROVED CAH	DATE 10/15/2021	7098 S. US HWY 45 OSHKOSH, WI 54902
SCALE 1" = 200'	SHEET 1 OF 1	PROJECT NO. 9623

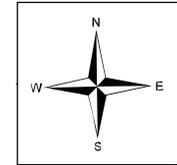


Application #21-ZC-5950

Date of Hearing:
February 23, 2022

Owner(s):
TEAM SNW LLC

Subject Parcel(s):
0040257(P) / 0040258 /
004025802(P) / 004025803



Winnebago County
WINGS Project

Scale
1 inch : 400 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

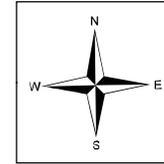
○ = SITE

Application #21-ZC-5950

Date of Hearing:
February 23, 2022

Owner(s):
TEAM SNW LLC

Subject Parcel(s):
0040257(P) / 0040258 / 004025802(P) /
004025803

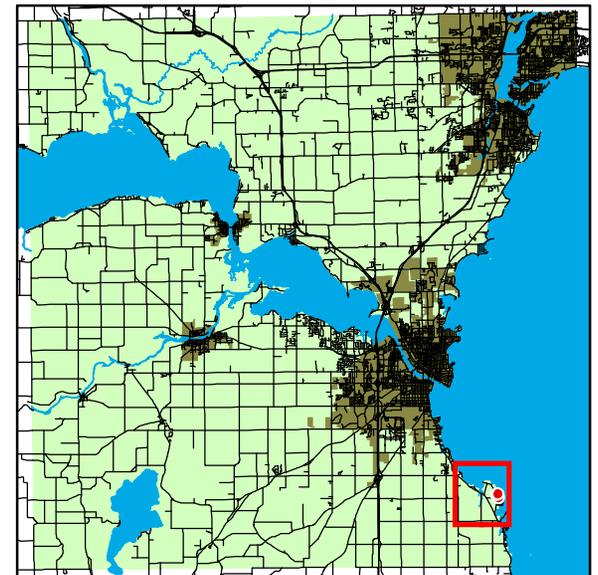


Winnebago County
WINGS Project



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

DATE: 03/15/22

R E S O L U T I O N

No. 002

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 03/02/22

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Winchester in accordance with the petition of Winchester Area Historical Society and

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

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

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

County Board Supervisor
(Town of Winchester)

PARCEL NO: **028-0681-01, 028-0687-01**; FROM **A-2, R-1** TO **B-2**

COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2022.

Jon Doemel

County Board Supervisory district **36 - JOAS**

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *February 21, 2022*

TO: *Planning and Zoning Committee (for March 4, 2022 Committee meeting)*

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

RE: *Committee review and action to forward Town Zoning Ordinance amendment(s) to County Board*

Background:

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

Policy Discussion:

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

For this month's agenda the following Town Zoning Change(s) is/are requested:

- 1. Winchester Area Historical Society – Town Zoning Change (Tax ID nos. 028-0681-01 & 028-0687-01) –Town of Winchester.**

Findings: Town Zone Change(s) are consistent with the Winnebago County Comprehensive Plan.

Requested Action:

Approve a motion to forward town zone change to County Board for action. (Note: a separate motion is made for each zone change on the agenda).

Committee Action:

*Motion by M. Gabert, seconded by B. Defferding to forward zoning change to County Board for action.
Motion carried 4-0. Excused: Ben Joas*

Attachments:

See attached.



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF MARCH 4, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Change(s)

1. Winchester Area Historical Society - Town Zoning Change (Tax ID No(s): 028-0681-01 & 028-0687-01) – Town of Winchester.

The town zoning change for Winchester Area Historical Society is consistent with Winnebago County's Future Land Use Plan. The Town of Winchester approved the zoning change from A-2 (General Agricultural District) and R-1 (Rural Residential District) to B-2 (Community Business) and Winnebago County's future land use plan shows future land use as Public/Institutional.

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

M6, B-D2 Approved 4-0

A-2 or A-1 700 in rev. 10/11/14
Institutional

Town of Winchester

Ordinance 2021-02 Ordinance to Amend the Official Town of Winchester Zoning Ordinance Map

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

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

A. Property Owner: Winchester Area Historical Society, PO Box 84, Larsen, WI 54947

Legal description of property: The property located at 5270 Ann Street, Larsen, WI 54947 in the Town of Winchester and being specifically described as Tax IDs 028-0681-01 and 028-0687-01, Section 24, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone a portion of the property from A-2 (General Agricultural District) and R-1 (Rural Residential District) to B-2 (Community Business).

Findings of Fact:

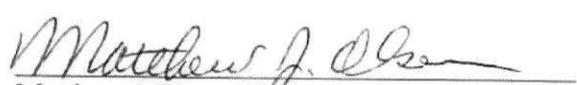
1. The Town of Winchester has an adopted Land Use Plan
2. The Adopted 20-year Future Land Use Map in the Land Use Plan shows parcels 028-0681-01 and 028-0687-01 as Institutional Facilities, Recreational Facilities, and Natural Areas
3. B-2 (Community Business) zoning is consistent with the aforementioned land use districts.
4. Therefore, a zoning change from A-2 and R-1 to B-2 is consistent with the adopted Land Use Plan.
5. The zoning change is compatible with adjacent land uses.

The above described property is hereby rezoned from:
A-2 (General Agricultural District) and R-1 (Rural Residential District) to B-2 (Community Business).

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

Adopted this 19th, day of April, 2021

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


Matthew J Olson, Chairman

Attest: 
Holly Stevens, Clerk

Town of Winchester

8522 Park Way, Larsen, WI 54947
920.836.2948

April 27, 2021

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



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

Dear Mr. Rowe,

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

Re-zoning submitted by the Winchester Area Historical Society, PO Box 84, Larsen, WI 54947 in the Town of Winchester and being specifically described as Tax ID 028-0681-01 and Tax ID 028-0687-01, Section 24, Town 20 North, Range 15 East, Town of Winchester, County of Winnebago, State of Wisconsin. The application is to re-zone the property from A-2 (General Agricultural District) and R-1 (Rural Residential District) to B-2 (Community Business District).

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

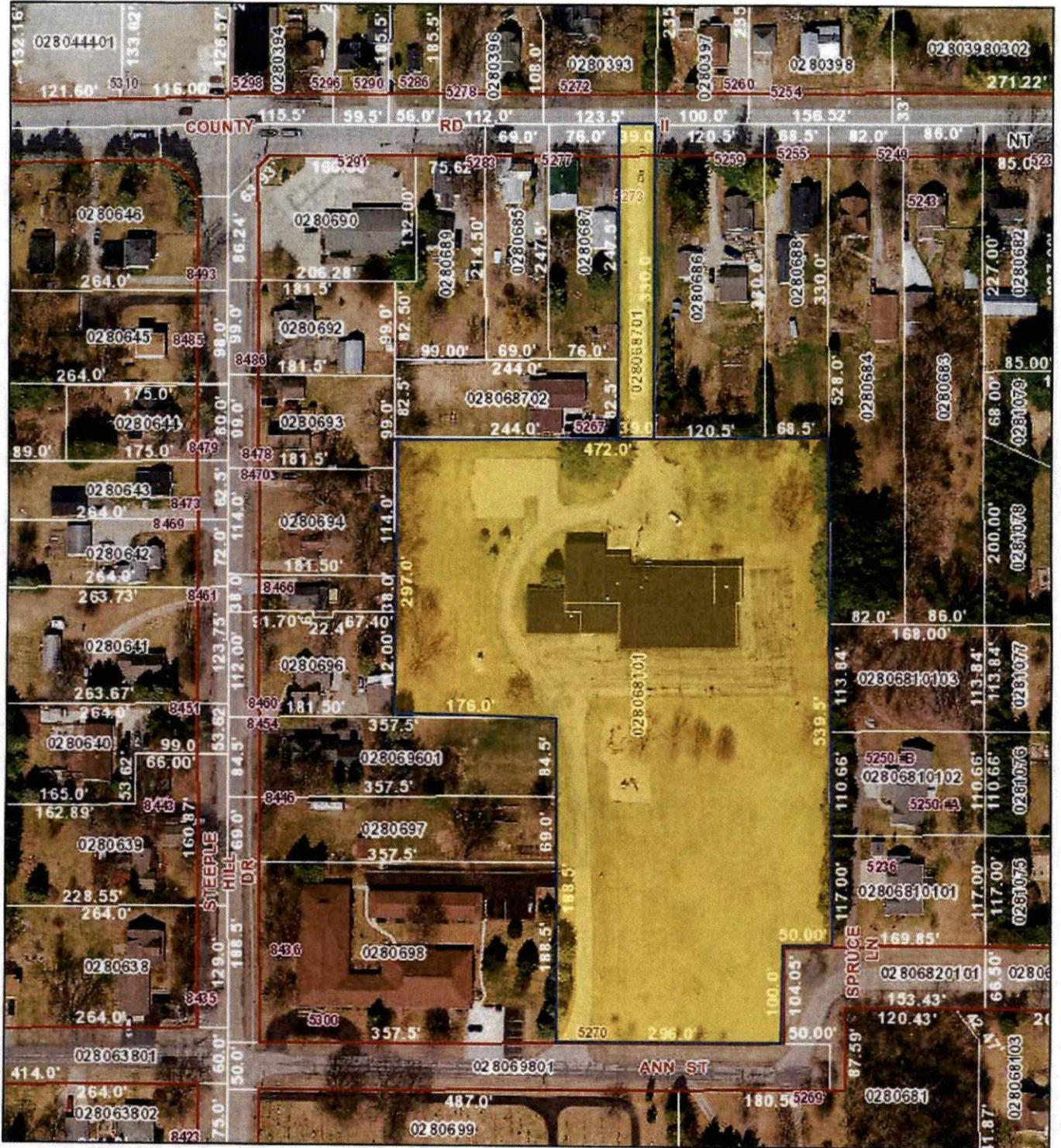
Sincerely,

A handwritten signature in blue ink that reads "Holly Stevens".

Holly Stevens
Town of Winchester Clerk

CC County Clerk, Sue Ertmer

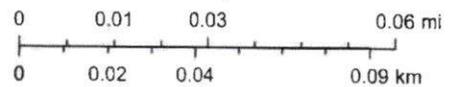
028-0681-01 and 028-0687-01 ReZoning



4/27/2021, 7:28:14 AM

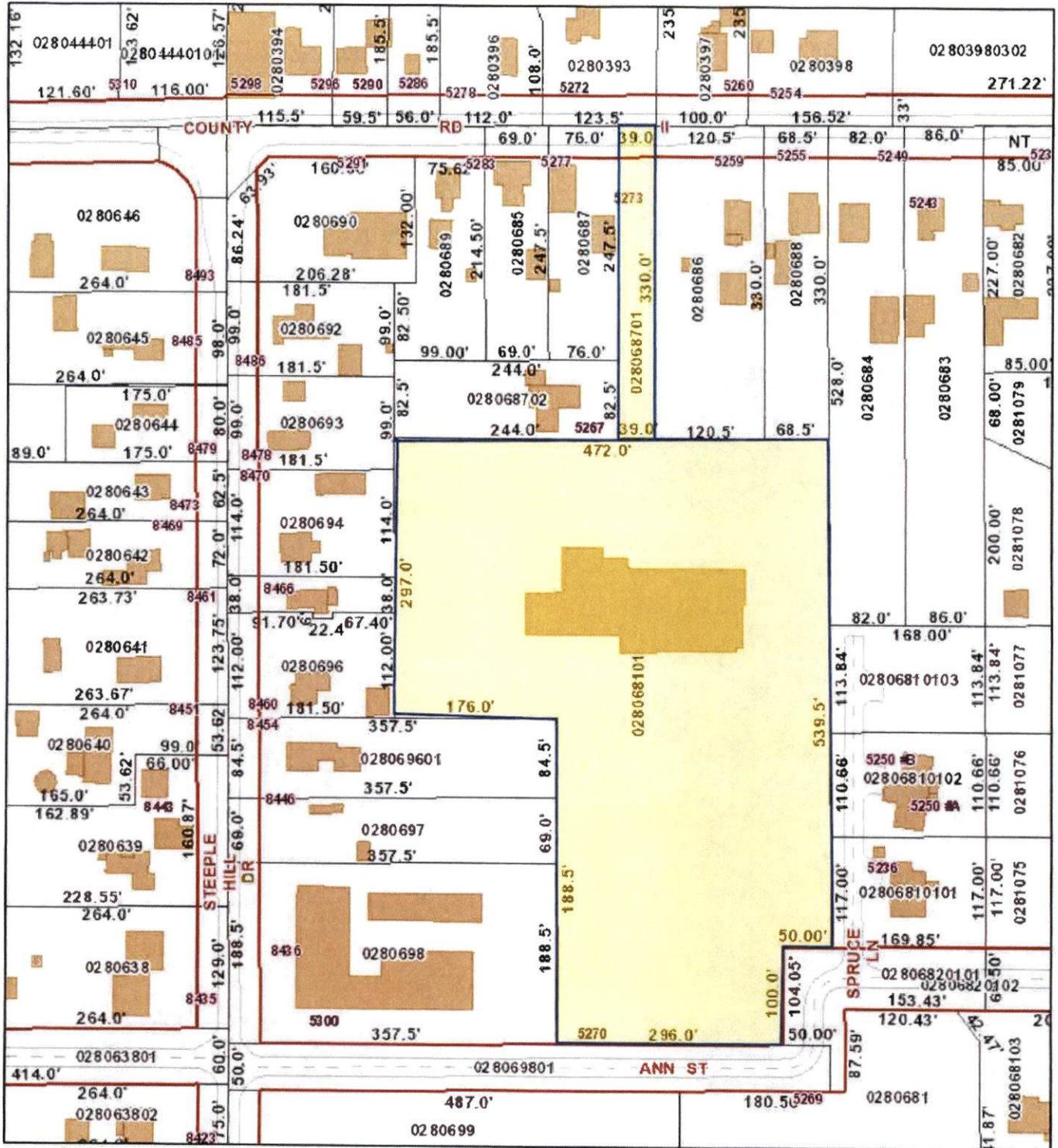
1:1,814

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable - Permanent (checked)
- Navigable - Intermittent (checked)
- Navigable - Stream (checked)
- Navigable - Permanent (unchecked)
- Navigable - Intermittent (unchecked)
- Navigable - Stream (unchecked)
- Tax Parcel Boundary
- Road ROW
- Municipal Boundary



Winnebago County GIS. Imagery Date: April 2020

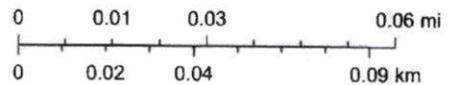
028-0681-01 and 028-0687-01 ReZoning



4/27/2021, 7:28:51 AM

1:1,814

- Adjacent Counties
- Lakes, Ponds and Rivers
- Navigable Waterways**
 - Navigable - Permanent (unchecked)
 - Navigable - Intermittent (unchecked)
 - Navigable - Stream (unchecked)
 - Navigable - Permanent (checked)
 - Navigable - Intermittent (checked)
 - Navigable - Stream (checked)
- Pavement Edge
- Centerline
- Railroads



Winnebago County GIS, Imagery Date: April 2020

DATE: 03/15/22

R E S O L U T I O N

No. 003

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 03/03/22

WHEREAS, it is desirable to amend the Zoning Ordinance of the TOWN OF NEPEUSKUN in accordance with the petition of the Town Board.

WHEREAS, the Winnebago County Planning and Zoning Committee has reviewed said amendments, has found no conflicts with county zoning jurisdiction or regulatory authority with them, and is hereby submitting those amendments of the Chapters 5, 6,14 Code, Farmland Preservation Overlay to the Winnebago County Board of Supervisors for final approval; and

WHEREAS, said amendments to the Town of Nepeuskun Chapters 5, 6,14 Code, Farmland Preservation Overlay are hereby attached and available on the County Clerks website.

www.co.winnebago.wi.us/county-clerk/meetings

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

County Board Supervisor
(Town of Nepeuskun)

COUNTY DISCLAIMER:

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

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2022.

Jon Doemel

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *February 15, 2022*

TO: *Planning and Zoning Committee (for March 4, 2022 Committee meeting)*

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

RE: *Committee review and action to forward Town Zoning Ordinance amendment(s) to County Board*

Background:

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

Policy Discussion:

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

For this month's agenda the following Town Zoning Change(s) is/are requested:

1. Review of Zoning Ordinance Amendments –Town of Nepeuskun.

Findings:

1. The Town of Nepeuskun Town Board has deemed it is in its best interest and that of its citizens to amend the Town of Nepeuskun Municipal Code that would address the needs of Town of Nepeuskun.
2. The Town of Nepeuskun Town Board directed the Town of Nepeuskun Plan Commission, with the assistance of Cedar Corporation to review and recommend text amendments to the Town of Nepeuskun Municipal Code.
3. The Town of Nepeuskun Plan Commission held a public hearing on proposed text amendments to the Town of Nepeuskun Municipal Code on January 10, 2022 for the purpose of collecting comments and public input.
4. The Town of Nepeuskun Plan Commission following the January 10, 2022 public hearing on proposed text amendments to the Town of Nepeuskun Municipal Code, recommended adoption of the text amendments by the Town Board.

Requested Action:

Approve a motion to forward town zoning ordinance amendments to County Board for action. (Note: a separate motion is made for each zone change on the agenda).

Committee Action:

*Motion by T. Egan, seconded by B. Defferding to forward zoning change to County Board for action.
Motion carried 4-0. Excused: Ben Joas*

Attachments:

See attached.



Winnebago County

Zoning Department
The Wave of the Future

MEMO FOR P & Z PLANNING MEETING AGENDA OF MARCH 4, 2022

TO: Planning & Zoning Committee

FM: Zoning Administrator *CAR*

RE: Review of Town of Nepeuskun Zoning Ordinance Amendments

1. Review of Zoning Ordinance Amendments – Town of Nepeuskun

The zoning office received a copy of the Town of Nepeuskun's adopted zoning ordinance amendments which include text and a new map. The amendments are related to farmland preservation and have been certified by DATCP. The adopted zoning ordinance amendments for the Town of Nepeuskun must be approved by the County Board. There does not appear to be any conflicts with county zoning jurisdiction or regulatory authority.

RECOMMENDATION: Forward adopted zoning ordinance amendments to County Board for action.

TE, B-D₂ Approved 4-0

Resolution NO 01-2022-01

TOWN OF NEPEUSKUN

WINNEBAGO COUNTY, WISCONSIN

Text Amendments to the Town of Nepeuskun Municipal Code

WHEREAS, the Town of Nepeuskun Town Board has deemed it is in its best interest and that of its citizens to amend the Town of Nepeuskun Municipal Code that would address the needs of the Town of Nepeuskun, and;

WHEREAS, the Town of Nepeuskun Town Board directed the Town of Nepeuskun Plan Commission, with the assistance of Cedar Corporation to review and recommend text amendments to the Town of Nepeuskun Municipal Code, and;

WHEREAS, the Town of Nepeuskun Plan Commission held a Public Hearing on proposed text amendments to the Town of Nepeuskun Municipal Code on January 10, 2022 for the purpose of collecting comments and public input, and;

WHEREAS, the Town of Nepeuskun Plan Commission following the January 10, 2022 Public Hearing on proposed text amendments to the Town of Nepeuskun Municipal Code, recommended adoption of the text amendments by the Town Board, and;

NOW, THEREFORE BE IT RESOLVED the Town of Nepeuskun Town Board adopts the text amendments to the Town of Nepeuskun Municipal Code.

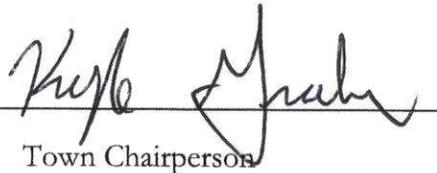
The amended Town of Nepeuskun Municipal Code shall take effect upon passage by the Winnebago County Board of Supervisors and posting (or publication) as required by law.

The amended Town of Nepeuskun Municipal Code is hereby adopted as the general code of ordinances in and for the Town of Nepeuskun, Winnebago County, Wisconsin

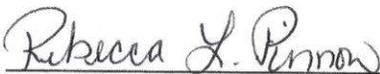
Dated this 17th day of January, 2022.

TOWN OF NEPEUSKUN

By:


Town Chairperson

Attest:


Town Clerk

Town Clerk

PUBLIC HEARING NOTICE
Before the Town of Nepeuskun Plan Commission

PLEASE TAKE NOTICE that on Monday, January 10, 2022 at 7:00 p.m. at the Nepeuskun Town Hall, 1475 County Road "E", Ripon, Wisconsin, the Town of Nepeuskun Plan Commission will hold a public hearing for the purpose of amending the Town of Nepeuskun Municipal Code, commonly referred to as the "Nepeuskun Zoning Ordinance". The town will use this public hearing to accept comments on amending text within the Municipal Code and the zoning map. The amendment is required by DATCP (Wisconsin Department of Agriculture, Trade and Consumer Protection) which administers the State's Farmland Preservation Program so the town can maintain certification for land owners who are interested in obtaining farmland preservation tax credits. Text changes include establishing conformance with Winnebago County Farmland Preservation Plan. A summary of the proposed text changes from the previously adopted Municipal Code include the following:

1. Chapter 5: Section 5.4.2, addition of a Farmland Preservation Overlay (FPO) District and dimensional standards.
2. Chapter 5: Exhibit 2 Matrix, changes of uses within certain zoning districts.
3. Chapter 6: Section 6.10, establishment of exceptions to minimum road frontage requirements.
4. Chapter 14: Farmland Preservation (DATCP certified). Proposed revisions include;
 - Removal of the base farm tract provisions from the A1 Zoning District
 - Removal of allowing new non-farm residences in the A1 Zoning District
 - Allowance for two-family residences as farm residences
 - Minor provision edits to rezoning land out of farmland preservation
5. Zoning Map: Placement of FPO Zoning District Overlay and other zoning district amendments as requested

The hearing is open to the public and all interested parties are encouraged to attend. Telephone access to the meeting can be obtained by dialing 408-418-9388 using Access Code 622 869 456. A copy of the proposed changes can be viewed on the Town's web site at: www.townofnepeuskun.org Contact Ron Bahn, Plan Commission Chairman at 1-920-570-3296 for more information.

Published December 27, 2021 and January 3, 2022.

STATE OF WISCONSIN }
Green Lake County } ss.

Scott Mundro _____ being duly

sworn, doth depose and say that he (she) is an authorized representative
of the Berlin Journal, a newspaper published at Berlin, a repre-
sentative of the government of said State, and that an advertisement

is a true copy, taken from said paper, was

December 23, 2021

December 30, 2021

PUBLIC HEARING NOTICE

Before the Town of Nepeuskun Plan Commission

PLEASE TAKE NOTICE that on Monday, January 10, 2022 at 7:00 p.m. at the Nepeuskun Town Hall, 1475 County Road "E", Ripon, Wisconsin, the Town of Nepeuskun Plan Commission will hold a public hearing for the purpose of amending the Town of Nepeuskun Municipal Code, commonly referred as the "Nepeuskun Zoning Ordinance". The town will use this public hearing to accept comments on amending text within the Municipal Code and the zoning map. The amendment is required by DATCP (Wisconsin Department of Agriculture, Trade and Consumer Protection) which administers the State's Farmland Preservation Program so the town can maintain certification for land owners who are interested in obtaining farmland preservation tax credits. Text changes include establishing conformance with Winnebago County Farmland Preservation Plan. A summary of the proposed text changes from the previously adopted Municipal Code include the following:

1. Chapter 5: Section 5.4.2, addition of a Farmland Preservation Overlay (FPO) District and dimensional standards.
2. Chapter 5: Exhibit 2 Matrix, changes of uses within certain zoning districts.
3. Chapter 6: Section 6.10, establishment of exceptions to minimum roads frontage requirements.
4. Chapter 14: Farmland Preservation (DATCP certified). Proposed revisions include;
 - Removal of the base farm tract provisions from the A1 Zoning District
 - Removal of allowing new non-farm residences in the A1 Zoning District
 - Allowance for two-family residences as farm residences
 - Minor provision edits to rezoning land out of farmland preservation
5. Zoning Map: Placement of FPO Zoning District Overlay and other zoning district amendments as requested

The hearing is open to the public and all interested parties are encouraged to attend. Telephone access to the meeting can be obtained by dialing 408-418-9388 using Access Code 622 869 456. A copy of the proposed changes can be viewed on the Town's website at: www.townofnepeuskun.org. Contact Ron Bahn, Plan Commission Chairman at 920-570-3296 for more information.

Publish: December 23, 30, 2021

Scott Mundro

(Title)

before me this 30th day of

Tracy S. Kallas

Notary Public,

August 23, 2023

No. Times	<u>2</u>	Notary Fees \$	<u>1.00</u>
		Printers Fees	<u>305.00</u>
		Extra Copies	<u> </u>
		Total \$	<u>306.00</u>

Filed

PROOF OF PUBLICATION

IN THE MATTER OF

GREEN LAKE COUNTY

STATE OF WISCONSIN

MUNICIPAL CODE

Town of Nepeuskun

Winnebago County, Wisconsin

**Approved Amendments
January 17, 2022**

**Article 4.
Zoning Districts**

5.4.1 Districts.

The Town is divided into the zoning districts as listed in this section. The district boundaries are shown on the following maps which are a part of this code: (1) the official zoning map, which is on file in the office of the Town Clerk; and (2) the general floodplain overlay(s) on the official zoning map of Winnebago County on file in the office of the Winnebago County zoning administrator.

5.4.2 Purpose and Intent of Districts.

1. Residential District R-1.

The purpose of the R-1 Residential District is to preserve rural landscape character, natural resource areas, and open land, while permitting residential development at low, rural densities, in an open space setting, located and designed to reduce the perceived intensity of development and provide

privacy for dwellings. This district is intended to provide a quiet, pleasant, and relatively spacious living area, protected from traffic hazards and the intrusion of incompatible land uses. Basic district standards are designed to provide reliable single and two-family home sites where all other uses, facilities, and services are of secondary significance to the location of the home site and living area itself.

District Name	Designation
Residential District	R-1
Shoreland Residential District	R-2
Farmland Preservation District (Chapter 14)	A-1
Agricultural District	A-2
Existing Commercial District	C-1
Community Commercial District	C-2
Public Lands Institutional	PLI
Farm Preservation Overlay	FPO

2. Shoreland Residential District R-2. The purpose of the R-2 Shoreland Residential District is to accommodate in-fill residential development on existing lots adjacent to Rush Lake, consistent with Winnebago County shoreland zoning standards and the Island Aire subdivision covenant (Exhibit 1)

3. Farmland Preservation District A-1. See Chapter 14.

4. Agricultural District A-2. The purpose of the A-2 Agricultural District is to conserve productive farming areas, assure a proper economic and physical environment for continued agricultural use of land, maintain an open rural character; assure compatible types and densities of development on lands that are useable for agricultural pursuits; minimize other land uses incompatible with farming, and prevent the uncontrolled spread of residential development. Persons and entities not engaged in agricultural pursuits in the Agricultural Zone should be aware that the primary intention of the Zone is to permit usual acceptable farming and farming practices which may generate dust, odor, smoke, noise, and vibration; during growing seasons machinery may be operated at other than daylight hours; certain generally acceptable farming operations may involve the use and spraying of herbicides or pesticides; and acceptable practices in keeping animals may involve odors or noises. Accordingly, any person or entity residing or working in an Agricultural Zone should anticipate these types of occurrences and recognize that such are the by-product of zoning an area in the Town where agricultural endeavors are encouraged to thrive.

5. Existing Commercial District - C-1. This district is intended to recognize those commercial enterprises on single parcels that existed on the effective date of this code. This designation is not intended to be applied to surrounding parcels through the rezoning process. Those enterprises that existed on the effective date of this code are allowed to continue and exist. Future land uses shall conform to those uses allowed in the C-2 district.

6. Community Commercial District – C-2. This district is designed to accommodate those retail and customer service establishments which are characteristic of a small town.

7. Public Lands Institutional – (PLI). This district is intended to include public facilities and lands and institutional uses.

8. Farm Preservation Overlay – (FPO).

(1) Purpose. The district provides for the conservation and protection of lands planned for farmland preservation in the Winnebago County Farmland Preservation Plan for the Town of Nepeuskun. This district is an overlay district applying the provisions of the A-1 district (Chapter 14). This overlay will only be applied within areas planned for farmland preservation in the Winnebago County Farmland Preservation Plan for the Town of Nepeuskun zoned Agricultural (A-1) and Agriculture (A-2) in the Town of Nepeuskun Municipal Code.

(2) Permitted Uses.

- (a) Any permitted use authorized in the Farmland Preservation District (A-1). See Chapter 14.

(3) Conditional Uses.

- (a) Any conditional use authorized in the Farmland Preservation District (A-1). See Chapter 14.

(4) Standards.

- (a) Permitted and Conditional Uses: As authorized and regulated in the Farmland Preservation District (A-1).
- (b) Standards for Rezoning Lands out of the Farm Preservation Overlay: As authorized and regulated in the Farmland Preservation District (A-1). See Chapter 14.

5.4.3 Land Use within Districts.

1. **Generally.** All uses within each district shall conform to the standards for each district as provided for in Exhibit 2 and this part. Because the list cannot include every conceivable type of land use, the listed uses shall be interpreted to include other uses that have similar impacts to the listed uses. Those uses that are not listed and which cannot be interpreted to be similar to any listed use are prohibited.
2. **Non-conforming uses.** Those uses which were lawfully created prior to the effective date of this code, and which according to Exhibit 2 and this part are now prohibited, shall be considered a non-conforming use and shall be subject to the provisions contained in this chapter.

Exhibit 2. Land Uses by District

Agricultural Uses	***				C-1	
	A-1	A-2	R-1	R-2	C-2	PLI
Agriculture, animal ¹	P	P	C	-	C	-
Agricultural use (Chapter 14 defined)	P	P	P	-	P	P
Agri-Tourism	C*	C	-	-	C	-
Animal processing plant (not an accessory use)	C	C	-	-	-	-
Animal rendering plant	C	C	-	-	-	-
Food processing facility (not an accessory use)	C	C	-	-	C	-
Game farm (Does not include outdoor/indoor shooting range activities)	C*	C	-	-	-	-
Intensive animal production	C	C	-	-	-	-
Agricultural-related use. (Chapter 14 defined)	C	C	-	-	P	-
Resource-Based Uses						
Aggregate and soil extraction operation Must meet Wis. Stats 91.46 (6)	C	C	-	-	-	-
Forestry	P	P	P	-	P	P
Hunting and fishing preserve (Private)	C*	P	-	-	-	-
Hunting and fishing preserve (Government or Non-Profit Under Wis. Stats 91.46(5))	C	P	-	-	-	-
Sludge disposal - Municipal - per Wis. Stats 91.46(5)	C	C	-	-	-	-
Undeveloped natural space areas	P	P	P	P	P	P
Residential Uses						
Residence, single or two-family built prior Jan. 1, 2014	P	P	P	P	P	-
Residence, two-family	-	-	P	P	C	-
Residence, multi-family	-	-	C	C	C	-
Retirement home	-	-	C	C	C	-
Manufactured home park	-	-	C	C	C	-
Farm Residence, single-family/two-family	P	P	-	-	C	-
Non-Farm Residence, single-family/two-family	-	P	P	P	C	-
Special Care Facilities						
Adult family home	-	-	P	P	-	-
Community living arrangement, Type I	-	-	P	P	-	-
Community living arrangement, Type II	-	-	C	C	-	-
Community living arrangement, Type III	-	-	C	C	-	-
Day care center	-	-	C	C	-	-
Family day care home	P*	P	P	P	-	-
Foster home (per Wis. Stats 48.62)	C	C	P	P	-	-
Foster home (treatment)	-	-	P	P	-	-
Group home for children	-	-	C	C	-	-
Nursing home	-	-	-	-	C	-
Overnight Accommodations						
Bed and breakfast & short-term rentals	C*	P	P	P	-	-
Campground	-	C	-	-	-	P
Group camp	-	C	-	-	-	-
Hotel/motel	-	-	-	-	C	-
Sales & Service						
Auction Facility	C*	C	-	-	C	C
Contractor yard, type I	C*	C	-	-	P	-
Contractor yard, type II	C*	-	-	-	C	-
Eating establishment	-	-	-	-	P	-
Kennel, commercial	-	C	-	-	C	-
Outfitter service	-	C	-	-	-	-
Sales, agriculture	C*	C	-	-	P	-
Sales, construction materials	-	-	-	-	P	-
Sales, convenience	-	-	-	-	P	-

Public/Semi-Public Infrastructure & Utilities

- Airport
- Cemetery
- Commercial antennae - must meet Wis. Stats
- Public safety facility
- Recycling center
- Solid waste container site
- Solid waste transfer station
- Utility installation, major - must meet Wis. Sta
- Utility installation, minor - must meet Wis. Sta
- Wind turbine must meet Wis. Stats 91.46(4)
- Solar Energy Systems ** - must meet Wis. St
- Mobile & radio broadcast facilities ** must meet Wis. Stats 91.46(4)
- Transportation, utility, communication, or othe that are required under state or federal law located in a specific place, or that are auth to be located in a specific place under a sta federal law that preempts the requirement conditional use permit for that use.

Community Services/Uses

- Administrative governmental center
- Community center
- Educational facility
- Instructional facility
- Worship facility
- Instructional facility-agriculture (Government or Non-Profit under Wis. Stats 91.46(5))

Recreation / Sports / Entertainment

- Agri- Tourism
- Golf course/driving range
- Indoor entertainment
- Indoor sports and recreation
- Miniature golf
- Outdoor entertainment
- Outdoor/Indoor shooting range
- Park
- Stable, commercial
- Trail

Accessory Use

- Accessory buildings, commercial
- Accessory buildings, residential
- Accessory structures
- Boathouse
- Home occupation, Type I
- Home occupation, Type II
- Home occupation, Type III
- Home occupation, Type IV
- Kennel, private
- Stable, private

Chapter 6
Land Division and Consolidation

.....

6.10 Lots.

- a. The size, shape, and orientation of new lots shall be appropriate for the location of the land division and for the type of development and use contemplated. The lots should be designed to provide an aesthetically pleasing building site, and a proper architectural setting for the buildings contemplated.
- b. Lot lines shall follow municipal boundary lines rather than cross them.
- c. New residential lots should be located away from productive farmland and sensitive environmental features.
- d. Exception to Minimum Road Frontage Requirements.
 - (1) A-1 and A-2 parcels or lots greater than or equal to five (5) acres in size, and not intended for building or construction purposes, may be created without the road frontage requirements, provided a non-buildability statement is included on the face of the CSM or plat and access is provided by an ingress/egress driveway easement. The ingress/egress driveway easement shall meet the following requirements:
 - (a) Be a minimum of 30 feet in width.
 - (b) Provide ingress/egress driveway access from the parcel or lot to a public road.
 - (c) Driveway access within the easement area to the public road shall be approved by the appropriate governmental jurisdiction prior to approval of the CSM

Chapter 14
Town of Nepeuskun Ordinance # 2012-001
Farmland Preservation Ordinance
A-1 Farmland Preservation Regulations
.....

~~Whereas, the State of Wisconsin has recently modified its "Farmland Preservation" program, and~~

~~Whereas, the Town of Nepeuskun under their Zoning Code did reserve the right to create an A-1 Agricultural Farmland Preservation District/Classification.~~

~~Now Therefore, The Town Board on the recommendation of the Planning Commission and after holding a public hearing on the proposed creation of a Farmland Preservation Ordinance does hereby ordain as follows:~~

- ~~1. Section 5.4.2 is amended to remove reference to "Reserved" in the designation of the A-1 district/classification.~~
- ~~2. Section 5.4.2.3 is created to read A-1 Farmland Preservation- Purpose. The purpose of the A-1 Agricultural District is qualify lands in the district or under this classification for eligibility under the Wisconsin State Farmland Preservation program and to conserve productive farming areas, assure a proper economic and physical environment for continued agricultural use of land, maintain an open rural character; assure compatible types and densities of development on lands that are useable for agricultural pursuits; minimize other land uses incompatible with farming, and prevent the uncontrolled spread of residential development. Intention of the Zone is to permit usual acceptable farming and farming practices which may generate dust, odor, smoke, noise, and vibration; during growing seasons machinery may be operated at other than daylight hours; certain generally acceptable farming operations may involve the use and spraying of herbicides or pesticides; and acceptable practices in keeping animals may involve odors or noises. Accordingly, any person or entity residing or working in an Agricultural Zone should anticipate these types of occurrences and recognize that such are the by-product of zoning an area in the Town where agricultural endeavors are encouraged to thrive.~~
- ~~3. Chapter 5 Article7 shall be created to read:~~

Article 7

A. DEFINITIONS. In this farmland preservation ordinance:

- (1) "Accessory use" means any of the following land uses on a *farm*:
 - (a) A building, structure, or improvement that is an integral part of, or is incidental to, an agricultural use. This may include, for example:
 1. A facility used to store or process raw agricultural commodities, all of which are produced on the farm.
 2. A facility used to keep livestock on the farm.
 3. A facility used to store or process inputs primarily for agricultural uses on the farm.
 4. A facility used to keep or service vehicles or equipment primarily employed in agricultural uses on the farm.
 5. A wind turbine or solar energy facility that collects wind or solar energy on the farm and uses or transforms it to provide energy primarily for use on the farm.
 6. A manure digester, bio-fuel facility, or other facility that produces energy primarily from materials grown or produced on the farm, primarily for use on the farm.
 7. A waste storage or processing facility used to store or process animal waste produced solely from livestock kept on the farm.
 - (b) An activity or business operation that is an integral part of or incidental to an agricultural use.
 - (c) A farm residence, including normal residential accessories.
 - (d) A business, activity, or enterprise, whether or not associated with an agricultural use, which meets all of the following requirements:
 1. It is conducted on a farm by an owner or operator of that farm.
 2. It requires no buildings, structures, or improvements other than those described in par. (a) or (c).
 3. It employs no more than 4 full-time employees at any given time.
 4. It does not impair or limit the current or future agricultural use of the farm or other protected farmland in any significant way or substantive part.
- (2) "Agricultural use" means any of the following activities conducted for the purpose of producing an income or livelihood:
 - (a) Crop or forage production.
 - (b) Keeping livestock.
 - (c) Beekeeping.
 - (d) Nursery, sod, or Christmas tree production.
 - (e) Floriculture.
 - (f) Aquaculture.
 - (g) Fur farming.

- (h) Forest management.
 - (i) Enrolling land in a federal agricultural commodity payment program or a federal or state agricultural land conservation payment program.
- (3) "Agriculture-related use" means a facility, whether or not located on a farm, that has at least one of the following as a primary and not merely incidental purpose:
- (a) Providing agricultural supplies, agricultural equipment, agricultural inputs or agricultural services directly to farms, including farms in the farmland preservation zoning district.
 - (b) Storing, processing or handling raw agricultural commodities obtained directly from farms, including farms in the farmland preservation zoning district.
 - (c) Slaughtering livestock, including livestock from farms in the farmland preservation zoning district.
 - (d) Marketing livestock to or from farms, including farms in the farmland preservation zoning district.
 - (e) Processing agricultural by-products or wastes received directly from farms, including farms in the farmland preservation zoning district.
- ~~(4) "Base farm tract" means all land, whether one parcel or 2 or more contiguous parcels, which is in a farmland preservation zoning district and is part of a single farm regardless of any subsequent changes in the size of the farm. The Town of Nepeuskun has established base farm tracts as of 12-21-2010 that are of this same definition.~~
- (5) "Common ownership" means ownership by the same person or persons, or by persons that are all wholly owned by the same person or persons. "Common ownership" includes joint tenancy and tenancy in common. Solely for purposes of this definition, a parcel owned by one member of a married couple is deemed to be owned by the married couple. Land is deemed to be under "common ownership," for purposes of this ordinance, if it is all owned by the same individual, married couple, joint tenants, tenants in common, corporation, LLC, partnership, estate or trust. If land parcels are owned by separate legal entities, but those legal entities are all wholly owned by exactly the same person or persons, those land parcels are deemed to be under "common ownership" for purposes of this ordinance but not necessarily for other purposes.
- (6) "Contiguous" means adjacent to or sharing a common boundary. "Contiguous" land includes land that is separated only by a river, stream, section line, public road, private road, railroad, pipeline, transmission line, or transportation or transmission right-of-way. Parcels are not "contiguous" if they meet only at a single point.
- (7) "Farm" means all land under common ownership that is primarily devoted to agricultural use. For purposes of this definition, land is deemed to be primarily devoted to agricultural use if any of the following apply:
- (a) The land produces at least \$6,000 in annual gross farm revenues to its owner or renter, regardless of whether a majority of the land area is in agricultural use.
 - (b) A majority of the land area is in agricultural use.
- ~~(8) "Farm acreage" means, for purposes of section D (2) the combined total acreage of all of the following in the "base farm tract:"~~
- ~~(a) Farms.~~
 - ~~(b) Open space parcels of more than 10 acres.~~
- (9) "Farm residence" means any of the following structures located on a farm:
- (a) A single-family or duplex (two-family) residence that is the only residential structure on the farm.
 - (b) A single-family or duplex (two-family) residence that is occupied by any of the following:
 - 1. An owner or operator of the farm.
 - 2. A parent or child of an owner or operator of the farm
 - 3. An individual who earns more than 50 percent of his or her gross income from the farm.
 - (c) A migrant labor camp that is certified under s. 103.92, Wis. Stats.
- (10) "Gross farm revenue" means gross receipts from agricultural uses, less the cost or other basis of livestock or other agricultural items purchased for resale which are sold or otherwise disposed of during the taxable year. "Gross farm revenue" includes receipts accruing to a renter but does not include rent paid to the land owner.
- (11) "Livestock" means bovine animals, equine animals, goats, poultry, sheep, swine, farm-raised deer, farm-raised game birds, llamas, ostrich/emus, and farm-raised fish.
- (12) "Nonfarm residence" means any residence other than a farm residence.
- ~~(13) "Nonfarm residential acreage" means, for purposes of section D(2), the combined total acreage of all parcels on which nonfarm residences are located, all parcels on which the Town of Nepeuskun has approved nonfarm residences, all parcels of 10 acres or less that do not qualify as farms, and the parcel to which the conditional use permit application pertains. If a residence is located or proposed to be located on an undivided farm, but does not qualify as a farm residence, the size of the residential parcel is deemed to be 10 acres.~~

- (14) "Open space parcel" means a parcel on which no buildings, other than hunting blinds or small sheds, have been constructed or approved for construction.
- (15) "Person" means an individual, corporation, partnership, limited liability company (LLC), trust, estate or other legal entity.
- (16) "Prime farmland" means all of the following:
- (a) An area with a class I or class II land capability classification as identified by the Natural Resources Conservation Service of the United States Department of Agriculture.
 - (b) Land, other than land described in par. (a), which is identified as **prime** farmland in the county's certified farmland preservation plan.
- (17) "Prior nonconforming use" means a land use that does not comply with this farmland preservation zoning ordinance, but which lawfully existed prior to the application of this ordinance.
- (18) "Protected farmland" means land that is any of the following:
- (a) Located in a farmland preservation zoning district certified under ch. 91, Wis. Stats.
 - (b) Covered by a farmland preservation agreement under ch. 91, Wis. Stats.
 - (c) Covered by an agricultural conservation easement under s. 93.73, Wis. Stats.
 - (d) Otherwise legally protected from nonagricultural development.

B. LAND USE IN FARMLAND PRESERVATION ZONING DISTRICT; GENERAL. Only the following land uses are allowed in a farmland preservation zoning district:

- (1) Uses allowed under section C without a conditional use permit.
- (2) Uses allowed under section D with a conditional use permit.
- (3) Prior nonconforming uses, subject to 59.69(10) Wis. Stats.

C. PERMITTED USES. The following land uses are allowed without a conditional use permit in a farmland preservation zoning district:

- (1) Agricultural uses and accessory uses on farms (including farm residences), except that a conditional use permit is required under section D(32) for the following agricultural uses and accessory uses on farms:
 - (a) A new or expanded facility used to keep cattle, swine, poultry, sheep, or goats, if that facility will have more than 500 animal units if the proposed facility meets the standards, procedures and application prescribed in ch. ATCP 51, Wis. Admin. Code, Wis. Stats 93.90 and NR 243.
 - (b) ~~On-farm riding stables and boarding facilities, farmstead food processing facilities, and farmstead retail outlets.~~ See Chapter 5, Exhibit 2, Land Uses by District for other conditional uses.
- (2) Non-farm residential structures built prior to January 1, 2014
- (3) Undeveloped natural resource and open space areas.
- (4) Transportation, utility, communication, or other uses that are required under state or federal law to be located in a specific place, or that are authorized to be located in a specific place under a state or federal law that preempts the requirement of a conditional use permit for that use.

D. CONDITIONAL USES.

- (1) **General.**
 - (a) The Town Board on recommendation of the Plan Commission may issue a conditional use permit for a proposed land use identified in this section if the proposed land use meets applicable conditions under this section.
 - (b) Before issuing a conditional use permit under par. (a), the Town Board on recommendation of the Plan Commission shall determine in writing that the proposed use meets applicable conditions under this section. The Town Board on recommendation of the Plan Commission may issue the permit subject to any additional conditions which the Town Board on recommendation of the Plan Commission deems necessary to carry out the purposes of this ordinance.

~~(c) On-farm riding stables and boarding facilities, farmstead food processing facilities, and farmstead retail outlets. See Chapter 5, Exhibit 2, Land Uses by District for other conditional uses.~~

~~(2) Nonfarm residences. The Town Board on recommendation of the Plan Commission may issue a conditional use permit for a proposed nonfarm residence if built after January 1, 2014 if all of the conditions of the Town's ordinance for the granting of a permit for a nonfarm residence are met. (Sec. 5.5.1). In every case to be eligible:~~

~~(a) Neither the nonfarm residence, nor the parcel on which the nonfarm residence is located can result in the conversion of prime farmland, or cropland other than a woodlot, from agricultural use if there is a reasonable alternative available to the permit applicant for location of the residence; nor can there be a significant impairment or limitation on the current or future agricultural use of any other protected farmland.~~

~~(b) The ratio of nonfarm residential acreage to farm acreage on the base farm tract on which the residence is or will be located cannot be greater than 1 to 20 after the residence is constructed or converted to a non-farm residence.~~

~~(c) There cannot be more than 5 dwelling units in residences of any kind, on the base farm tract after the residence is constructed or converted to a nonfarm residence.~~

(3) Agricultural and accessory uses on farms. The Town Board on recommendation of the Plan Commission may issue a conditional use permit for any of the following agricultural uses or accessory uses for which a permit is required under section C(1):

(a) A new or expanded facility that will be used to keep cattle, swine, poultry, sheep or goats, and that will have more than 500 animal units, if the proposed facility meets the standards prescribed in ch. ATCP 51, Wis. Adm. Code.

~~(b) On-farm riding stables and boarding facilities, farmstead food processing facilities, and farmstead retail outlets. Also see Chapters 5, Exhibit 2, Land Use by District for other conditional uses.~~

(4) Agriculture-related uses. The Town Board on recommendation of the Plan Commission may issue a conditional use permit for an agriculture-related use if all of the following apply:

(a) Unless required by State or Federal, the use supports agricultural uses in the farmland preservation zoning district in direct and significant ways and is more suited to a farmland preservation zoning district than to an industrial or commercial zoning district.

(b) The use and its location in the farmland preservation zoning district are consistent with the purposes of the farmland preservation zoning district.

(c) The use and its location in the farmland preservation zoning district are reasonable and appropriate, considering alternative locations, or are specifically approved under state or federal law.

(d) The use is reasonably designed to minimize conversion of land, at and around the use site, from agricultural use or open space use.

(e) The use does not substantially impair or limit the current or future agricultural use of other protected farmland.

(f) Construction damage to land remaining in agricultural use is minimized and repaired to the extent feasible.

(5) Compatible infrastructure.

(a) Unless required by State or Federal law, the Town Board on recommendation of the Plan Commission may issue a conditional use permit for any of the following uses if that use meets applicable conditions under par. (b):

1. Transportation uses, including roads, rail facilities, and agricultural aeronautic facilities.
2. Communication uses, including transmission lines, cell towers, antennae, and broadcast towers.
3. Oil, gas and other pipelines.
4. Electrical transmission lines.

5. Wind turbines (when not an accessory use on a farm which is permitted).
6. Solar power generation facilities (when not an accessory use on a farm which is permitted).
7. Drainage facilities.

(b) The Town Board on recommendation of the Plan Commission may issue a conditional use permit for a proposed use under par. (a) if all of the following apply:

1. The use and its location in the farmland preservation zoning district are consistent with the purposes of the farmland preservation zoning district.
2. The use and its location in the farmland preservation zoning district are reasonable and appropriate, considering alternative locations, or are specifically approved under state or federal law.
3. The use is reasonably designed to minimize conversion of land, at and around the site of the use, from agricultural use or open space use.
4. The use does not substantially impair or limit the current or future agricultural use of other protected farmland.
5. Construction damage to land remaining in agricultural use is minimized and repaired to the extent feasible.

(6) Government and nonprofit community uses. The Town Board on recommendation of the Plan Commission may issue a conditional use permit for a government use, or for an institutional, religious or community use, if the Town Board on recommendation of the Plan Commission determines that all of the following apply:

- (a) The use and its location in the farmland preservation zoning district are consistent with the purposes of the farmland preservation zoning district.
- (b) The use and its location in the farmland preservation zoning district are reasonable and appropriate, considering alternative locations, or are specifically approved under state or federal law.
- (c) The use is reasonably designed to minimize the conversion of land, at and around the site of the use, from agricultural use or open space use.
- (d) The use does not substantially impair or limit the current or future agricultural use of other protected farmland.
- (e) Construction damage to land remaining in agricultural use is minimized and repaired, to the extent feasible.

(7) Nonmetallic mineral extraction. The Town Board on recommendation of the Plan Commission may issue a conditional use permit for a nonmetallic mineral extraction operation if all of the following apply:

- (a) The operation complies with all of the following:
 1. Subchapter I of ch. 295, Wis. Stats., and rules promulgated under that subchapter.
 2. Applicable provisions of the Town of Nepeuskun Ordinances.
 3. Any applicable requirements of the Wisconsin Department of Transportation concerning the restoration of nonmetallic mineral extraction sites.
- (b) The operation and its location in the farmland preservation zoning district are consistent with the purposes of the farmland preservation zoning district.
- (c) The operation and its location in the farmland preservation zoning district are reasonable and appropriate, considering alternative locations outside the farmland preservation zoning district, or are specifically approved under state or federal law.
- (d) The operation is reasonably designed to minimize the conversion of land around the extraction site from agricultural use or open space use.

- (e) The operation does not substantially impair or limit the current or future agricultural use of other protected farmland.
- (f) The conditional use permit requires the landowner to restore the affected land after the nonmetallic mineral extraction operation is completed. The permit shall require the landowner to restore the land to a condition suitable for agricultural use, according to a written restoration plan included with the permit.

E. REZONING LAND OUT OF A FARMLAND PRESERVATION ZONING DISTRICT.

- (1) Except as provided in sub. (2), the Town Board on recommendation of the Plan Commission may not rezone land out of a farmland preservation zoning district unless the Town Board on recommendation of the Plan Commission finds all of the following in writing, after public hearing, as part of the official record of rezoning:
 - (a) The rezoned land is better suited for a use not allowed in the farmland preservation zoning district. *Rezone decisions and actions shall follow DATCP guidelines if available. Note: No rezone is required for residences built prior to January 1, 2014.*
 - (b) The rezoning is consistent with any comprehensive plan, adopted by the Town Board on recommendation of the Plan Commission which is in effect at the time of the rezoning.
 - (c) The rezoning is substantially consistent with the Winnebago County farmland preservation plan, certified under ch. 91, Wis. Stats., which is in effect at the time of the rezoning. The rezoning will not substantially impair or limit current or future agricultural use of other protected farmland.
 - (d) *The rezoning will not substantially impair or limit current or future agricultural use surrounding parcels of land that are zoned for or legally restricted to agricultural use.*
- (2) Subsection (1) does not apply to any of the following:
 - (a) A rezoning that is affirmatively certified by the Wisconsin Department of Agriculture, Trade and Consumer Protection under ch. 91, Wis. Stats.
 - (b) A rezoning that makes the farmland preservation zoning ordinance map more consistent with the Winnebago County farmland preservation plan map, certified under ch. 91, Wis. Stats., which is in effect at the time of the rezoning.

End of Restated Ordinance

Attestation of Action ~~regarding Ordinance 2012-001~~

Description	Date
Adopted	January 21, 2013
Amended	August 6, 2015
Amended	_____, 2021

.....
End of Chapter



State of Wisconsin
Governor Tony Evers

Department of Agriculture, Trade and Consumer Protection
Secretary Randy Romanski

Ken Jaworski
Cedar Corporation
1695 Bellevue St.
Green Bay, WI 54311

December 13, 2021

Re: Certification of the Town of Nepeuskun, Winnebago County Farmland Preservation Zoning Ordinance

Dear Ken:

Attached is a department order certifying the Town of Nepeuskun, Winnebago County, Farmland Preservation Zoning Ordinance under s. 91.36, Wis. Stats. The final step in the certification process will be to provide us with proof of adoption of the ordinance before June 30th, 2022. The ordinance is now certified through December 31, 2031.

We look forward to working with you in the future on farmland preservation in the Town of Nepeuskun. If you have any questions, feel free to contact me.

Sincerely,

Tim Jackson
Farmland Preservation Program
608-224-4630

Wisconsin - America's Dairyland

2811 Agriculture Drive • PO Box 8911 • Madison, WI 53708-8911 • Wisconsin.gov

An equal opportunity employer

**STATE OF WISCONSIN
DEPARTMENT OF AGRICULTURE, TRADE AND CONSUMER PROTECTION**

TOWN OF NEPEUSKUN, WINNEBAGO COUNTY FARMLAND PRESERVATION ZONING ORDINANCE (TEXT AND MAP).	DARM Docket No. 139-56100-O-21 F-1221 ORDER CERTIFYING ORDINANCE THROUGH DECEMBER 31, 2031
---	--

INTRODUCTION

The Town of Nepeuskun in Winnebago County has asked the Department of Agriculture, Trade and Consumer Protection (“DATCP”) to certify a farmland preservation ordinance, pursuant to s. 91.36, Wis. Stats. DATCP has considered the request and adopts the following decision:

FINDINGS OF FACT

(1) DATCP is an agency of the State of Wisconsin, and is responsible for administering Wisconsin’s farmland preservation law under ch. 91, Wis. Stats., as repealed and recreated by 2009 Wis. Act 28.

(2) The Town of Nepeuskun is a Town in the State of Wisconsin. The Town of Nepeuskun is a political subdivision that is authorized to adopt a farmland preservation zoning ordinance under s. 91.30, Wis. Stats.

(3) Under s. 91.36, Wis. Stats., DATCP may certify a farmland preservation zoning ordinance or ordinance amendment for compliance with statutory standards. Certification allows farmers covered by the ordinance to claim farmland preservation tax credits under subch. IX of ch. 71, Wis. Stats.

(4) A political subdivision may ask DATCP to certify a farmland preservation zoning ordinance or ordinance amendment. The political subdivision must submit an application under s. 91.40, Wis. Stats. As part of the application, the political subdivision must certify that the ordinance or amendment meets applicable statutory standards under s. 91.38, Wis. Stats. Among other things, the ordinance or amendment must be consistent with the *county’s* certified farmland preservation *plan*.

(5) DATCP may certify a farmland preservation zoning ordinance or amendment if the ordinance or amendment meets applicable statutory standards under s. 91.38, Wis. Stats. DATCP may certify based on the representations contained in the political subdivision’s application, but DATCP may conduct its own review and verification as it deems appropriate.

(6) DATCP may make its certification contingent upon the political subdivision’s adoption of the certified ordinance or amendment, in the form certified. DATCP may also withdraw its certification at any time if, as a result of subsequent changes to the ordinance or the county’s certified farmland preservation plan, the ordinance no longer meets minimum certification standards under s. 91.38, Wis. Stats.

(7) Winnebago County has a certified farmland preservation plan. This plan is currently

certified through December 31, 2030.

(8) On December 9, 2021, DATCP received an application from the Town of Nepeuskun, in which the Town asked DATCP to certify the Town's farmland preservation ordinance. The Town of Nepeuskun submitted the application in the form required under s. 91.40, Wis. Stats. The application included the representations required under ss. 91.40(3) and (4), Wis. Stats.

(9) The farmland preservation zoning ordinance is part of the Town of Nepeuskun Zoning Ordinance, and is intertwined with other provisions of that zoning code. The ordinance includes an ordinance text, together with an ordinance map.

(10) On December 10, 2021, DATCP confirmed by letter that the Town of Nepeuskun certification application was complete, and that DATCP would proceed to review the complete application.

(11) DATCP may certify a farmland preservation ordinance for a period of time specified in the certification order. Certification of an ordinance may not exceed 10 years. See s. 91.36(2)(b), Wis. Stats.

CONCLUSIONS OF LAW

(1) Based on the representations made by the Town of Nepeuskun in its application for certification of a farmland preservation ordinance, DATCP concludes as follows:

(a) The proposed Town of Nepeuskun farmland preservation ordinance, consisting of a proposed ordinance text dated December 9, 2021, and map dated December 2, 2021, meet certification requirements under s. 91.38, Wis. Stats.

(b) DATCP may certify the proposed ordinance pursuant to s. 91.36, Wis. Stats.

(2) Pursuant to s. 91.36(2)(b), Wis. Stats., DATCP should certify the proposed ordinance through December 31, 2031.

(3) Pursuant to s. 91.36(7), Wis. Stats., the effective date of the certification should be the date on which the order is signed.

ORDER

NOW, THEREFORE, IT IS ORDERED THAT:

(1) The proposed Town of Nepeuskun farmland preservation ordinance, consisting of the proposed ordinance text dated December 9, 2021, and map dated December 2, 2021, are hereby certified under s. 91.36, Wis. Stats.

(2) The certified farmland preservation zoning districts for the Town of Nepeuskun are the A-1 Farmland Preservation District and the FPO Farmland Preservation Overlay District.

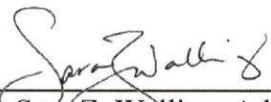
(3) This certification is contingent upon the Town of Nepeuskun adopting the ordinance, in the form certified, before June 30, 2022.

(4) This certification takes effect on the date on which the order is signed.

(5) This certification expires at the end of the day on December 31, 2031.

Dated this 13th day of December, 2021

STATE OF WISCONSIN,
DEPARTMENT OF AGRICULTURE,
TRADE AND CONSUMER PROTECTION

By 

Sara Z. Walling, Administrator
Division of Agricultural Resource Management

Parties for purposes of review under s. 227.53, Wis. Stats.:

Town of Nepeuskun

Copies to:

Ken Jaworski
Cedar Corporation
1695 Bellevue St.
Green Bay, WI 54311

1 268-012022

2

3 **RESOLUTION: Approve Diversity Affairs By-laws and Strategic Plan**

4

5

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

7 **WHEREAS**, the Diversity Affairs Commission was established by Resolution 107-122020; and

8 **WHEREAS**, the Diversity Affairs Commissions Committee of Jurisdiction is the UW Education, Extension,
9 and Agriculture Committee; and

10 **WHEREAS**, the Diversity Affairs Commission is mandated to have a set of by-laws and strategic plan
11 adopted by the Winnebago County Board of Supervisors; and

12 **WHEREAS**, the Diversity Affairs Commission has completed the strategic planning process and developed
13 proposed by-laws, copies of which are attached.

14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves the by-laws and strategic plan forwarded by the Diversity Affairs Commission.

17

18 **Fiscal Impact:** *No fiscal impact.*

19 Respectfully submitted by:

20 **UW EDUCATION, EXTENSION AND AGRICULTURE**
21 **COMMITTEE**

22 Committee Vote: **4 - 0**

23

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

25

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

27

28

29

30

Jonathan D. Doemel
Winnebago County Executive

MARY ANNE MUELLER
Corporation Counsel
JEFFREY A. MANN
Assistant Corporation Counsel
CATHERINE B. SCHERER
Assistant Corporation Counsel



TAMRA J. ADOLF
Paralegal
KRISTL S. THOMPSON
Paralegal
AUTUMN J. BRUEGGEMANN
Administrative Associate

The Wave of the Future
Winnebago County
Office of Corporation Counsel

mmueller@co.winnebago.wi.us * tadolf@co.winnebago.wi.us
jmann@co.winnebago.wi.us * kthompson@co.winnebago.wi.us
cscherer@co.winnebago.wi.us * abrueggemann@co.winnebago.wi.us

MEMORANDUM

TO: Winnebago County Board of Supervisors
FROM: Mary Anne Mueller, Winnebago County Corporation Counsel
DATE: 3/7/2022
Re: Diversity Affairs Attachments to Resolution 268-012022 for
3/1/2022 County Board Meeting

I have compared the January packet submitted to the County Board with the February packet submitted to the County Board to support Resolution 268-012022. My office made a mistake and sent the wrong packet for copying and posting by General Services and County Clerk for the March 1, 2022 County Board meeting. I take full responsibility for the mistake and apologize for the error. We changed the process for packet submission for last month's County Board meeting and will be returning to the earlier process that had been in place for years, in addition to making changes so that the possibility of this kind of error is significantly reduced in the future.

Please note Supervisor Farrey's concerns regarding the chair's duties in Article IV of the Bylaws were addressed and Supervisor Hinz's request to substitute the word "greater" with the word "every" in Article II Section II of the Bylaws was addressed. Supervisor Stafford's suggestion to replace the word "equity" with the word "equality" in Article II Section I of the Bylaws was not addressed.

Again, I apologize for the error and any inconvenience.

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 02/10/2022

TO: *Winnebago County Executive*

FROM: *Chris Viau, Director-Extension Winnebago County*

RE: *Diversity Affairs Bylaws and Strategic Plan for County Board Approval*

Background:

The Diversity Affairs Commission was established by resolution 107-122020. The resolution states that the commission is accountable to the UW (University of Wisconsin) Extension Education and Agriculture committee and is to have a set of bylaws and strategic plan adopted by the county board of supervisors.

The Winnebago County Diversity Affairs Commission has completed the strategic planning process for a one-year plan to frame and organize the work of the group and proposed by-laws have been developed. The bylaws have been reviewed by Winnebago County Corporation Counsel and the amended version attached has been approved by the Diversity Affairs Commission on 2/09/2022 and The UW Extension Education and Agriculture committee on 2/10/2022.

Policy Discussion:

The requested action below completes the actions set in the enabling resolution noted above for review and approval by the County Board of Supervisors.

Requested Action:

The Board of Supervisors moves to approve the bylaws and strategic plan of the Diversity Affairs Commission.

Committee Action:

The amended bylaws were reviewed and approved by the UW Education, Extension and Agriculture committee February 10, 2022 (5-0)

Attachments:

Proposed by-laws and draft strategic plan.

Winnebago County Diversity Affairs Commission Bylaws

Article I: Name

The name of this organization shall be the Winnebago County Diversity Affairs Commission.

Article II: Mission & Purpose

Section I: Mission Statement

The Winnebago County Diversity Affairs Commission embraces diversity, inclusion, and belonging by bringing the community together to listen to one another, learn together, and encourage our community to act in ways that help people thrive. We support justice, equity and compassion in human relations. We affirm the inherent worth and dignity of every person.

Section II: Purpose of Organization

The purpose of the Winnebago County Diversity Affairs Commission is to create an equitable and inclusive Winnebago County that fosters thriving communities for all who reside and work in Winnebago County. We will make every effort to treat all people with the same respect we expect to receive.

Article III: Representation

Section I: Membership

There are two engagement opportunities for the Winnebago County Diversity Affairs Commission. These two opportunities are (1) an appointed steering committee member or (2) a community member. Community members are invited to provide input by means of regular, scheduled public engagement opportunities. Interested community members will serve to provide information, outreach, engagement, direction, and support to the steering committee members in order to execute the strategic plan. Steering committee members will make final decisions and are responsible for the general oversight of the commission.

Section II: Steering Committee Membership

The steering committee shall be comprised of five members of the public who live in Winnebago County, a Winnebago County Board Supervisor selected at large, and a Winnebago County Board Supervisor who serves on the UW Education, Extension and Agriculture Committee.

By February 15 of an odd year, a new steering committee interest form will be available on Winnebago County Board website and by sharing with the public through email and social media. Additionally, the commission membership will be directly emailed and asked to share the form with anyone they feel might be interested. There will be a plan for widespread sharing of the recruitment designed to ensure the widest reach; this plan will be formed by community input and approved by the steering committee in January of relevant years. All members are responsible for sharing the recruitment documents. After a minimum of two weeks of recruitment, the steering committee shall review interest forms and recommend the number of candidates that corresponds with the number of needed candidates based upon terms that are completed. The Winnebago County Executive may appoint these recommended members or others to the steering committee subject to the confirmation of the Winnebago County Board.

Vacancies shall be filled in a similar fashion to complete the vacant term.

Section III: Terms of Steering Committee Members

All steering committee member terms will be 2 years (after the founding steering committee membership) with a two-term limit. After the two-term limit, interested parties must take one year off and then may reapply for a steering committee position. During the year's hiatus, they may be active community members of the larger commission.

Section IV: Training

Training of all steering committee members shall be arranged with consultation amongst the membership, steering committee, and an Extension professional engaged as a technical advisor to the commission.

Article IV: Duties of Officers

Chair

The Chair shall be responsible for coordinating the oversight of the entire commission. This includes the direct oversight or delegation of meeting scheduling and coordination, ensuring all laws and county board rules and regulations are followed. Additionally, the chair shall work to create the agenda which will then be given to the Secretary to assemble the minutes and attending documents and ensure they are noticed and published in a timely manner. The Chair shall also assign committee work and manage the overall function of the commission.

Vice Chair (if chosen)

The Vice Chair shall work with the Chair and other steering committee members to support the overall function of the commission.

Secretary

The Secretary shall ensure that all meetings have minutes and important attending documents which will then be combined with the agenda for posting to the county website as deemed necessary by the law and county board rules and regulations. The Secretary shall receive agendas for future meetings from the Chair and combine them with the important attending documents and ensure that they are posted by the County Clerk as required by law and county board rules and regulations.

Membership Steward

The Membership Steward shall reach out to all interested parties and provide them access to the meeting agendas, records, and documents. Additionally, they will make sure that all interested members have the meeting invitations and details.

Extension Liaison

The Extension Liaison shall attend meetings and provide connection to University resources, serve as a facilitator when requested, be engaged as a technical advisor and work to coordinate all educational and outreach efforts of the commission. This position is not elected and shall serve as needed in partnership with the steering committee. The Extension Liaison shall be responsible for reporting to the overseeing UW Education, Extension and Agriculture Committee three times per calendar year.

Community Liaison

The Community Liaison shall serve the larger commission by identifying potential educational, outreach, and collaboration opportunities. This is a non-elected position that will engage on an as needed basis.

Article V: Meetings

All meetings of the Winnebago County Diversity Affairs Commission shall be held at a location designated by the steering committee. A majority of steering committee members need to be present to hold a meeting. The commission will also host no less than six public engagement and educational opportunities per calendar year. Additionally, the steering committee should schedule regular and published planning meetings in order to fulfill their roles as designated above. This yearly calendar shall be determined and posted no later than the January meeting of each year. Commission meetings are open to the public. Anyone showing an interest in the commission and its activities will be encouraged to attend. Persons interested in presenting at a commission meeting may request to be put on the agenda by contacting the steering committee chair at least one week prior to the scheduled commission meeting.

Annual Meetings: The annual meeting of the commission shall take place in June of each year in order to assess progress and welcome new commission steering committee members. This is when new steering committee members will assume their duties and roles shall be determined within the steering committee.

Article VI: Decision Making

Each steering committee member has one vote, which is indicated by saying aye. A simple majority of the steering committee members entitled to vote shall be necessary and sufficient to constitute a quorum for the transaction of any business. The chair and vice chair of the commission may vote on all actions placed before the committee. A tie vote will be tabled to the next scheduled meeting.

Article VII: Amendments

To take effect, this document must be ratified by a two-thirds vote of the steering committee. These bylaws may be amended at any regular meeting of the steering committee by a majority vote of those present, provided that the specific amendments have been introduced at a prior meeting, included in the minutes of that meeting, and are listed on the agenda for the current meeting.

These bylaws and any amendments thereto, shall become effective immediately upon their adoption.

Approved:

02/09/2022 Winnebago County Diversity Affairs Commission (DAC) Steering Committee

02/10/2022 Winnebago County Education, Extension and Agriculture Committee

_____ Winnebago County Board of Supervisors

WINNEBAGO COUNTY DIVERSITY AFFAIRS COMMISSION STRATEGIC PLAN 2021-2022

Mission Statement (Our cause, actions, impact)

The Winnebago County Diversity Affairs Commission embraces diversity, inclusion, and belonging by bringing the community together to listen to one another, learn together, and encourage our community to act in ways that help people thrive. We support justice, equity and compassion in human relations. We affirm the inherent worth and dignity of every person.

See Process in [Appendix A](#)

Environmental Scan: April 1, 2021 Winnebago County Data Presentation by Niki Euhardy, MPH
Policy & Equity Coordinator, Winnebago County Health Department

Purpose Statement

The purpose of the Winnebago County Diversity Affairs Commission is to create an equitable and inclusive Winnebago County that fosters thriving communities for all who reside and work in Winnebago County. We will make every effort to treat all people with the same respect we expect to receive.
(Winnebago County Diversity Affairs Commission Bylaws)

Goals and Strategies

Strategic Goal	Prioritized Objectives
	<i>List, in order of priority, two to four objectives per goal.</i>
<p>Strategic Goal 1: Develop bylaws and strategic plan</p> <p>Desired Outcome: Finalized bylaws and strategic plan, approved by Winnebago County Board of Supervisors</p>	<p>1.1 Draft and approve bylaws for Diversity Affairs Commission by Dec. 2021</p> <p>1.2 Draft and approve 2-year strategic plan by Dec. 2021</p> <p>1.3 Identify strategic initiatives and action plan</p>
<p>Rationale: Resolution to form Diversity Affairs Commission was approved by Winnebago County Board in December 2020</p> <p>Goal Sponsor:</p>	<p>Metrics: Identify metrics to measure and monitor progress toward goal.</p> <ul style="list-style-type: none"> • Progress on plans; % complete • Approved by County Board

WINNEBAGO COUNTY DIVERSITY AFFAIRS COMMISSION STRATEGIC PLAN 2021-2022

Tasks/Action Steps <small>(Implementation team will develop action steps.)</small>	Responsible Persons	Dates		Status	Comments
		Start	End		
1. Draft bylaws	Mandi Dornfeld	Jan 2021	Oct 2021	complete	Ready for approval
A. Form Steering Committee	County Executive	April 2021	Dec 2021	70%	
B. Elect roles for Steering Committee	Steering Committee	Sept 2021			
2. Draft 2-year Strategic Plan	Steering Committee & Heidi Keating	Jul 2021	Oct 2021	Draft complete	Ready for approval
A. Develop mission statement	DA Commission	May 2021	Aug 2021	complete	Heidi Keating will facilitate
B. Develop strategic initiatives	Steering Committee with input from DA Commission	Aug 2021	Dec 2021	complete	Marketing, Education & Outreach
C. Create action plan	Steering Committee	Sept 2021	Dec 2021	30%	Identify speakers and plan events

Strategic Goal	Prioritized Objectives
	<i>List, in order of priority, two to four objectives per goal.</i>
Strategic Goal 2: Promote purpose of Diversity Affairs Commission and inclusivity among county residents through marketing and educational events Desired Outcome: Increase awareness & understanding about diversity & inclusion in Winnebago County	1.1 Increase awareness of the purpose of the Diversity Affairs Commission
	1.2 Promote diversity forums, festivals and events in Winnebago County and around the region
	1.3 Organize no less than 6 educational events around diversity & inclusion per year
Rationale: <i>Prior to formal Diversity Affairs Commission Resolution, an ad hoc Diversity Affairs group organized educational events and group discussions.</i> Goal Sponsor:	Metrics: <i>Identify metrics to measure and monitor progress toward goal.</i> <ul style="list-style-type: none"> Number of educational events promoted by DA Commission Number of educational events organized by DA Commission Evaluation results

WINNEBAGO COUNTY DIVERSITY AFFAIRS COMMISSION STRATEGIC PLAN 2021-2022

Tasks/Action Steps <small>(Implementation team will develop action steps.)</small>	Responsible Persons	Dates		Status	Comments
		Start	End		
1. Promote Winnebago County DA Commission					
A. Create brochure for DA Commission for print and social media	Beth Roberts	Aug 2021	Dec 2021	90%	Approved, waiting on email to add to brochure
B. Print brochures, limited amount until Steering Committee is full.	Beth Roberts	Oct 2021	On-going		
C. Distribute brochure throughout county and on social media sites	Beth Roberts and Steering Committee	Oct 2021	On-going	Not started	
2. Host no less than 6 public engagement and educational opportunities per calendar year					
A. Develop list of speakers	Steering Committee and input from DA Commission	April 2021	ongoing		
B. Organize public engagement and educational events with speakers	Steering Committee	April 2021	ongoing		
C. Conduct evaluations after events	Steering Committee	April 2021			

Appendix A - Process & Discussion Notes

Strategic Planning Process



Developing a Mission Statement exercise June 3, 2021

Purpose of Organization is to create an equitable and inclusive Winnebago County that fosters thriving communities for all who reside and work in Winnebago County. (from bylaws)

Mission: Provide actionable opportunities for members of the community with an emphasis on equitable learning and growth (draft statement 5-6-2021)

Diversity-inclusive of age, sexual orientation, disabilities, gender, race, minority populations, under-represented, not in the majority population

People, Places, Organization Our Cause (Who, What, Where)	Making a difference Our Action (What we do)	Results Our Impact (Change for the better)
<ul style="list-style-type: none"> All Winnebago County Youth WC residents A diverse county Members of the community 	<ul style="list-style-type: none"> Provide Education and information Opportunity for elders to engage with youth Focus on youth 	<ul style="list-style-type: none"> to create a more equitable community more equality, more visibility around diversity,

WINNEBAGO COUNTY DIVERSITY AFFAIRS COMMISSION STRATEGIC PLAN 2021-2022

<ul style="list-style-type: none"> • Elders • Winnebago County • Winnebago Co residents who live and work here • Winnebago County as a workplace • All who reside and work in Winnebago County • Government agency • Community • Diversity Affairs Commission 	<ul style="list-style-type: none"> • Education, webinars around diversity • Providing information • Education • Equitable learning and growth • Provide actionable opportunities • Awareness of disparities • Addressing inequities in Winnebago Co • action towards equity, voice for the voiceless • accountability • Addressing inequities • Model actions • Implement culturally friendly systems • Statistics showing we are not an equitable community • Create equity and inclusion • Opportunities to thrive • Provide education & information on website, in brochures 	<ul style="list-style-type: none"> • a welcoming community around diversity for economic growth, • Success for youth • recognize diversity is a strength, benefit, asset to our county • Inclusion • Sense of belonging • Culturally friendly • Inclusive culture • Transparency – Same opportunities for everyone • Equity • Equitable learning and growth • Fairness • Accountability • Thriving communities (good education, good job, college, opportunities-home ownership) • Equitable and inclusive Winnebago County • Diverse county • Winnebago County to grow
---	---	---

May Mission Statement:

“Provide actionable opportunities for members of the community with an emphasis on equitable learning and growth”.

Doesn't pass the "grandma test" (easy to understand)

June Mission Statement

"To create experiences for all residents and employees in Winnebago County to engage in celebrating our diversity and create, promote, and support a more equitable community."

WINNEBAGO COUNTY DIVERSITY AFFAIRS COMMISSION STRATEGIC PLAN 2021-2022

July Discussion

Additional suggestions and ideas:

- Suggestion: "A community that is committed to accepting and celebrating our differences in Winnebago County".
- Suggestion: "Embracing diversity in Winnebago County." Do we need to include the next level of engagement in addition to this? It's one thing to embrace/appreciate diversity but another to provide equity.
- First goal is to inform/educate on how diverse this community is and then work on making things more equitable.
- "Provide educational opportunities to Winnebago County residents to encourage belonging, equitability and to see diversity as an asset."
- Suggestion: "To create experiences for all residents and employees in Winnebago County to engage in celebrating our diversity and creating a more equitable and inclusive community."
- Maybe "create" is wrong word...maybe enhancing? Or promoting? Support? Drive engagement?

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

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

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

Diversity Affairs Commission (DAC) formed as a commission within the Winnebago County Board organization.

Winnebago County's Diversity Affairs Commission embraces diversity and inclusion by coming together to listen to one another, learn together, and *act in ways so that all people to feel like they belong here.*

OR

Winnebago County's Diversity Affairs Commission embraces diversity, inclusion, and belonging by bringing the community together to listen to one another, learn together and *act in way that helps people thrive.*

1 **284-032022**

2

3 **RESOLUTION: Commendation for Kay Kundiger**

4

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

6

7 **WHEREAS**, Kay Kundiger has been employed with the Winnebago County Finance Department for the
8 past twenty-one years, and during that time has been a most conscientious and devoted County employee; and

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

11

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **4-0**

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

23

24

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

26

27

Jonathan D. Doemel
Winnebago County Executive

28

29

1 **285-032022**

2

3 **RESOLUTION: Commendation for Judy Fenrich**

4

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

6

7 **WHEREAS**, Judy Fenrich has been employed with the Winnebago County Public Health Department for the
8 past twenty-nine years, and during that time has been a most conscientious and devoted County employee; and

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

11

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **4-0**

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

23

24

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

26

27

Jonathan D. Doemel
Winnebago County Executive

28

29

1 **286-032022**

2

3 **RESOLUTION: Commendation for Joan Jaworski**

4

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

6

7 **WHEREAS**, Joan Jaworski has been employed with the Winnebago County Human Services Department
8 for the past twenty years, and during that time has been a most conscientious and devoted County employee; and

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

11

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **4-0**

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

23

24

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

26

27

28

29

Jonathan D. Doemel
Winnebago County Executive

1 287-032022

2

3 **RESOLUTION: Authorize the Transfer of \$293,200 from the Winnebago County**
4 **Undesignated Fund Balance to the Winnebago County Sheriff's**
5 **Department to Remodel 45 Jail Cells to Reduce the Spread of Infectious**
6 **Disease Among Inmates, Including but not Limited to COVID-19,**
7 **Tuberculosis, Influenza.**

8

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

10 **WHEREAS**, the Winnebago County Board passed Resolution 198-082021 authorizing the Winnebago
11 County Sheriff's Office to accept \$148,800 in Coronavirus Emergency Supplemental Funding from the Wisconsin
12 Department of Justice, and to appropriate the funds to design and build jail cells for quarantine isolation areas; and

13 **WHEREAS**, this project will replace the existing holding cell wire mesh openings with correctional grade
14 polycarbonate plexiglass; and

15 **WHEREAS**, Kontext Architects provided a bid for design and construction of architect services totaling
16 \$24,000; and

17 **WHEREAS**, Stronghold Industries provided a bid for the renovation project totaling \$398,000; and

18 **WHEREAS**, \$20,000 has been allotted for contingency overlays given the current pandemic; and

19 **WHEREAS**, the \$148,800 previously-awarded grant applied to the total project figure of \$442,000 requires
20 access to 293,200 from the Undesignated Fund Balance.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 authorize the use of \$293,200 from Winnebago County Undesignated Fund Balance to the Winnebago County
23 Sheriff Remodel Jail Cell Project to reduce the spread of infectious diseases amongst inmates.

24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the project will be
25 reviewed for potential reimbursement with ARPA Funds by future board action.

26 **Fiscal Impact:** \$293,200 will be transferred from the undesignated general fund to the capital outlay account for the
27 Sheriff's Office.

28 Respectfully submitted by:

29 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

30 Committee Vote: **5-0**

31

32 Respectfully submitted by:

33 **PERSONNEL AND FINANCE COMMITTEE**

34 Committee Vote: **4-0**

35

36

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

38

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

40

41

42

43

Jonathan D. Doemel
Winnebago County Executive

Sun Prairie - Madison Office
242 East Main Street, Suite #201
Sun Prairie, WI 53590

V: 608.825.0094
V: 608.251.7515
F: 866.926.9351



Wausau Office
4404 Rib Mountain Drive #244
Wausau, WI 54401

V: 715.803.2736
F: 866.926.9351

July 12, 2021

Lt. Michael Lichtensteiger
Winnebago County – Sherriff Department
4311 Jackson Street
Oshkosh, WI 54902

RE: **Proposal for Professional Services**
Holding Cell Openings

Dear Lt. Mike,

KONTEXT is pleased to submit this proposal for professional design and construction administration services as they pertain to the holding cell openings located within the Winnebago County Sheriff's Department, Oshkosh, WI.

In summary, this project will replace the existing holding cell wire mesh openings with security glazing. It is understood that funding may be provided through the Federal Grant Covid Relief program and will require special General Requirements during the bidding process.

Our proposed scope of services follows. For purposes of brevity and consistency, KONTEXT architects, llc. will refer to itself as **KONTEXT** including consultants and Winnebago County as **Client**.

CONSTRUCTION DOCUMENTS:

KONTEXT shall:

- Complete programming including Project Scope, Executive Summary, Observations and Recommendations.
- Based on the programming above and any further adjustments in the scope or quality of the Project or in the construction budget authorized by the Client, prepare, for approval by the Client, Construction Documents consisting of Drawings and Specifications setting forth in detail the requirements for the construction of the Project.
- Assist the Client in the preparation of the necessary bidding documents.
- Submit to the Client a preliminary Opinion of Probable Cost based on current area, volume or similar conceptual estimating techniques.

BIDDING OR NEGOTIATION PHASE:

KONTEXT shall:

Upon the Client's approval of the Bidding Documents assist the Client in obtaining bids or negotiated proposals and assist in awarding and preparing contracts for construction. Includes (1) one bid or proposal solicitation.

CONSTRUCTION ADMINISTRATION AND OBSERVATION

KONTEXT shall:

- Schedule and conduct a preconstruction conference.
- Provide construction administration including reviewing shop drawings, processing pay requests, handling public relations issues as required, processing change orders as required, and coordination of scheduling of any required materials testing performed by others.
- Provide construction observation.
- Perform final observations of construction with the Client's staff.
- Prepare final punch lists.
- Provide a total of 3 site visits in order to conduct pre-construction meeting, observe construction, attend progress meetings and prepare punch lists.
- Complete certificate of compliance, when appropriate, as part of the Owner's responsibility to acquire occupancy permit.

Not Included (Reimbursable Expenses)

- Plan Review Fees and Administration
- Zoning and Variance application fees.
- Documents Duplication.

Additional Services may include:

- Redesign resulting from value engineering or other construction cost reductions measures or exploration.
- Record Drawings
- Modifications to any approved documents requested and approved by Client.
- Modification to any approved documents required by governing authorities for any change in scope of work defined in said documents.
- Subsequent or additional bid or proposal solicitation.

Fee and Signature Page Follows

The fee for rendering professional services shall be **\$24,000.00** and will be billed on a fixed fee basis, as is itemized below. Reimbursable expenses and additional services shall be billed according on a Time and Expenses Basis.

Construction Documents	\$18,000
Bidding	\$2,200
Construction Administration	\$3,800
Total	\$24,000.00

Thank you for this opportunity to provide services for you. If you should have any questions, please don't hesitate to call.

Respectfully yours,



Kelly B. Thompson
Principal Architect

**SECTION 00 41 00
BID FORM**

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

From: STRONGHOLD INDUSTRIES, INC. (Contractor)
2000 OAKES RD. (Business Address)
RACINE, WI 53406 (City, State, Zip)
262-886-1077 (Telephone Number)
tackley@strongholdind.com (Email)

For: **RFB# SH01-22 Holding Cell Glazing Install – Winnebago County Jail**

Due: **02:45 P.M. (Central Time), January 12, 2022**

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

THREE HUNDRED NINETY-EIGHT THOUSAND DOLLARS
(\$ 398,000.00).

UP-1 – Cell Opening Type 1

TWELVE THOUSAND DOLLARS
(\$ 12,000.00)/Each Opening.

UP-2 – Cell Opening Type 2

NINE THOUSAND DOLLARS
(\$ 9,000.00)/Each Opening.

UP-3 – Cell Opening Type 3

SIX THOUSAND

DOLLARS

(\$ 6,000.00)/Each Opening.

- 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 **90 days and no later than May 20th, 2022**, 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 -

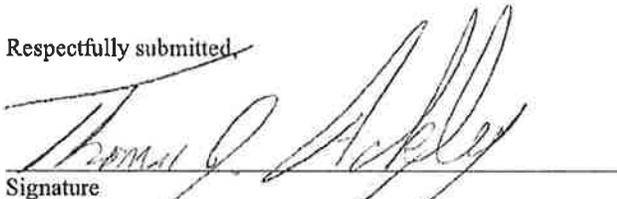
Addendum Number (2) Dated -

Addendum Number (3) Dated -

Corporation Partnership

Respectfully submitted,

Individual Other


Signature

State of Incorporation - WISCONSIN
(if applicable)

THOMAS J. ACKLEY
Printed Name

PRESIDENT
Title

JANUARY 12, 2022
Date

END OF SECTION

Bid Bond

CONTRACTOR:

(Name, legal status and address)

**Stronghold Industries, Inc.
2000 Oakes Rd
Racine, WI 53406-4681**

SURETY:

(Name, legal status and principal place of business)

**Nationwide Mutual Insurance Company
One West Nationwide Blvd. FSSC-RR
Columbus, OH 43215-2220**

OWNER:

(Name, legal status and address)

**Winnebago County
1221 Knapp Street
Oshkosh, WI 54902**

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.

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

PROJECT:

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

**Winnebago County Jail
Holding Cell Glazing Install
RFB #SH01-22
Oshkosh, WI**

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.

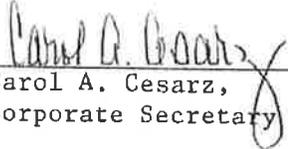
If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.



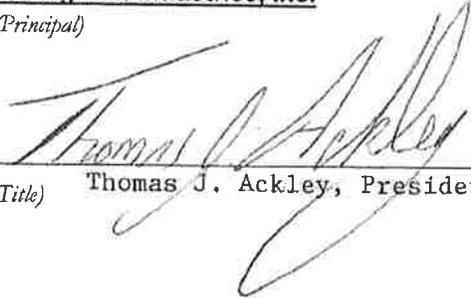
By arrangement with the American Institute of Architects, the National Association of Surety Bond Producers (NASBP) (www.nasbp.org) makes this form document available to its members, affiliates, and associates in Microsoft Word format for use in the regular course of surety business. NASBP vouches that the original text of this document conforms exactly to the text in AIA Document A310-2010, Bid Bond. Subsequent modifications may be made to the original text of this document by users, so careful review of its wording and consultation with an attorney are encouraged before its completion, execution or acceptance. **1**

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.

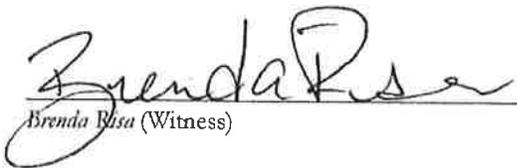
Signed and sealed this 7th day of January, 2022.



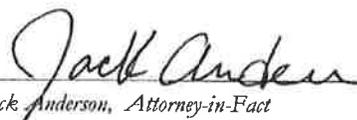
(Witness) Carol A. Cesarz,
Corporate Secretary

Stronghold Industries, Inc.
(Principal) _____ (Seal)


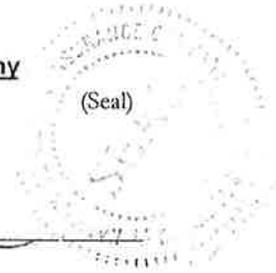
(Title) Thomas J. Ackley, President



Brenda Risa (Witness)

Nationwide Mutual Insurance Company
(Surety) _____ (Seal)


Jack Anderson, Attorney-in-Fact



ACKNOWLEDGMENT OF PRINCIPAL (Individual)

State of _____ }
County of _____ }

On this _____ day of _____, in the year _____, before me personally comes _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Partnership)

State of _____ }
County of _____ }

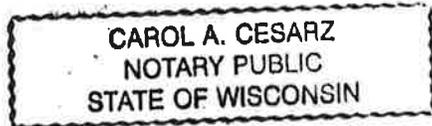
On this _____ day of _____, in the year _____, before me personally come(s) _____, a member of the co-partnership of _____, to me known and known to me to be the person who is described in and executed the foregoing instrument, and acknowledges to me that he/she executed the same as the act and deed of the said co-partnership.

Notary Public

ACKNOWLEDGMENT OF PRINCIPAL (Corporation/LLC)

State of Wisconsin }
County of Racine }

On this 7th day of January, in the year 2022, before me personally come(s) Thomas J. Ackley, to me known, who being duly sworn, deposes and says that he/she resides in the City of Brookfield that he/she is the President of the Stronghold Industries, Inc., the corporation described in and which executed the foregoing instrument, and that he/she signed his/her name thereto by like order.



Carol A. Cesarz
Notary Public

My Commission Expires: 12/04/2024

Power of Attorney

KNOW ALL MEN BY THESE PRESENTS THAT:

Nationwide Mutual Insurance Company, an Ohio corporation

hereinafter referred to severally as the "Company" and collectively as "the Companies" does hereby make, constitute and appoint: JACK ANDERSON; RITA JORGENSEN;

each in their individual capacity, its true and lawful attorney-in-fact, with full power and authority to sign, seal, and execute on its behalf any and all bonds and undertakings, and other obligatory instruments of similar nature, in penalties not exceeding the sum of

UNLIMITED

and to bind the Company thereby, as fully and to the same extent as if such instruments were signed by the duly authorized officers of the Company; and all acts of said Attorney pursuant to the authority given are hereby ratified and confirmed.

This power of attorney is made and executed pursuant to and by authority of the following resolution duly adopted by the board of directors of the Company:

"RESOLVED, that the president, or any vice president be, and each hereby is, authorized and empowered to appoint attorneys-in-fact of the Company, and to authorize them to execute and deliver on behalf of the Company any and all bonds, forms, applications, memorandums, undertakings, recognizances, transfers, contracts of indemnity, policies, contracts guaranteeing the fidelity of persons holding positions of public or private trust, and other writings obligatory in nature that the business of the Company may require; and to modify or revoke, with or without cause, any such appointment or authority; provided, however, that the authority granted hereby shall in no way limit the authority of other duly authorized agents to sign and countersign any of said documents on behalf of the Company."

"RESOLVED FURTHER, that such attorneys-in-fact shall have full power and authority to execute and deliver any and all such documents and to bind the Company subject to the terms and limitations of the power of attorney issued to them, and to affix the seal of the Company thereto; provided, however, that said seal shall not be necessary for the validity of any such documents."

This power of attorney is signed and sealed under and by the following bylaws duly adopted by the board of directors of the Company.

Execution of Instruments. Any vice president, any assistant secretary or any assistant treasurer shall have the power and authority to sign or attest all approved documents, instruments, contracts, or other papers in connection with the operation of the business of the company in addition to the chairman of the board, the chief executive officer, president, treasurer or secretary; provided, however, the signature of any of them may be printed, engraved, or stamped on any approved document, contract, instrument, or other papers of the Company.

IN WITNESS WHEREOF, the Company has caused this instrument to be sealed and duly attested by the signature of its officer the 20th day of August, 2021.

[Handwritten signature of Antonio C. Albanese]

Antonio C. Albanese, Vice President of Nationwide Mutual Insurance Company

ACKNOWLEDGMENT

STATE OF NEW YORK COUNTY OF NEW YORK: ss

On this 20th day of August, 2021, before me came the above-named officer for the Company aforesaid, to me personally known to be the officer described in and who executed the preceding instrument, and he acknowledged the execution of the same, and being by me duly sworn, deposes and says, that he is the officer of the Company aforesaid, that the seal affixed herelo is the corporate seal of said Company, and the said corporate seal and his signature were duly affixed and subscribed to said instrument by the authority and direction of said Company.



Stephanie Rubino McArthur
Notary Public, State of New York
No. 02MC8270117
Qualified in New York County
Commission Expires October 19, 2024

[Handwritten signature of Stephanie Rubino McArthur]

Notary Public
My Commission Expires
October 19, 2024

CERTIFICATE

I, Laura B. Guy, Assistant Secretary of the Company, do hereby certify that the foregoing is a full, true and correct copy of the original power of attorney issued by the Company; that the resolution included therein is a true and correct transcript from the minutes of the meetings of the boards of directors and the same has not been revoked or amended in any manner; that said Antonio C. Albanese was on the date of the execution of the foregoing power of attorney the duly elected officer of the Company, and the corporate seal and his signature as officer were duly affixed and subscribed to the said instrument by the authority of said board of directors; and the foregoing power of attorney is still in full force and effect.

IN WITNESS WHEREOF, I have hereunto subscribed my name as Assistant Secretary, and affixed the corporate seal of said Company this 7th day of January 2022.



[Handwritten signature of Laura B. Guy]

Assistant Secretary

ACKNOWLEDGEMENT OF SURETY

STATE OF MINNESOTA

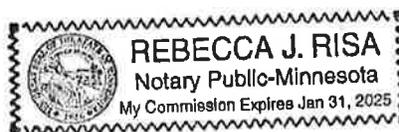
COUNTY OF CHIPPEWA



On this 7th day of January, 2022, before me, a Notary Public within and for said County, personally appeared **Jack Anderson** to me personally known, who being by me duly sworn he/she did say that he/she is the attorney-in-fact of **Nationwide Mutual Insurance Company**, the corporation named in the foregoing instrument, and the seal affixed to said instrument is the corporation seal of said corporation, and sealed on behalf of said corporation by authority of its Board of Directors and said **Jack Anderson** acknowledged said instrument to be the free act and deed of said corporation.

NOTARY PUBLIC

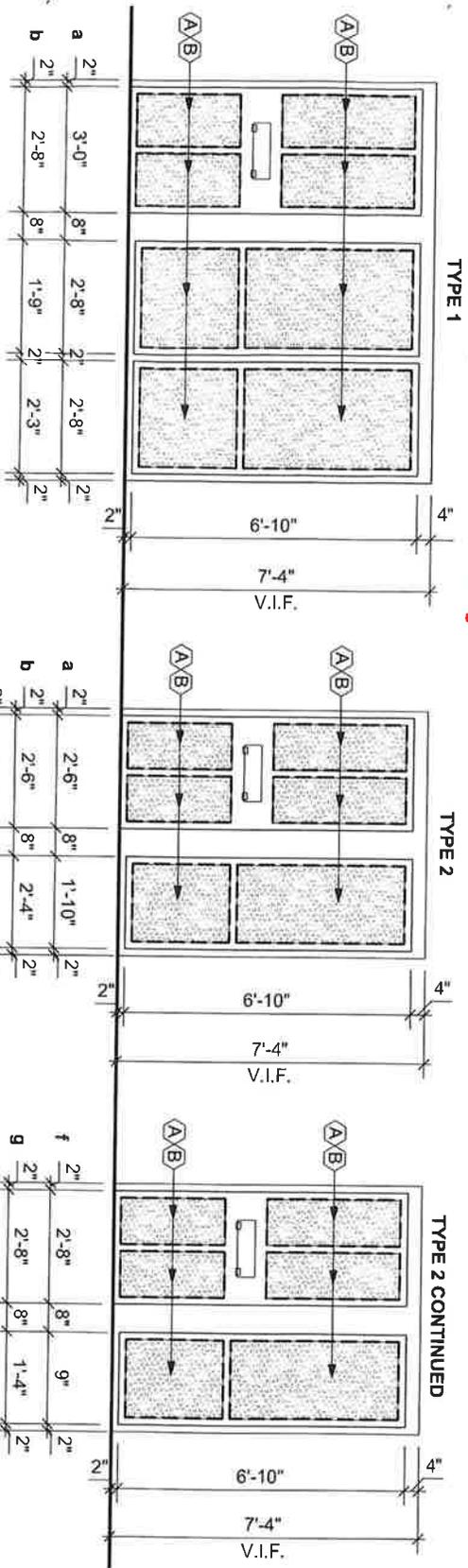
My Commission Expires 1/31/2025



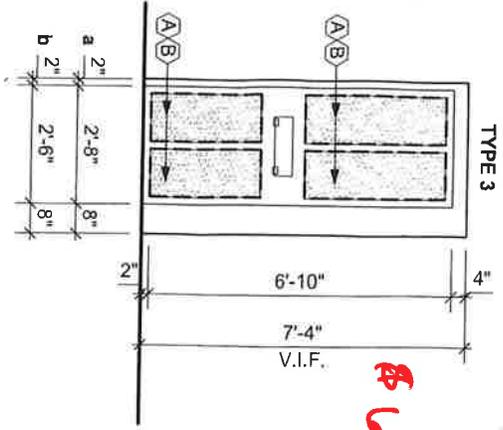
\$ 12,000.00

-2

\$ 9000.00 -40

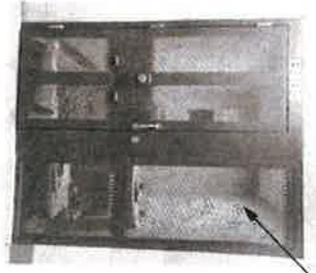


\$ 6000.00 -3



1 TYPICAL CELL OPENINGS - DEMOLITION
A4402 Scale: 3/8" = 1'-0"

TYPICAL PERFORATED STEEL TO BE REMOVED AND EDGES SMOOTHED FOR NEW APPLICATION OF GLAZING WITH STOPS

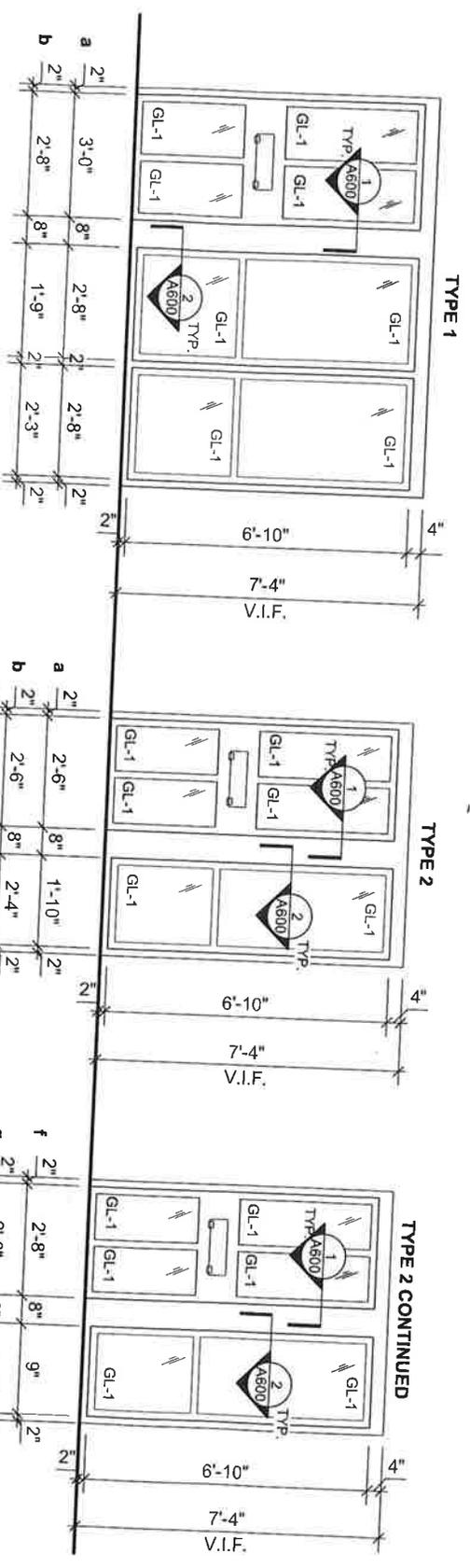


GENERAL DEMOLITION NOTES:
1. VERIFY PANEL OPENING SIZES IN FIELD

- DEMOLITION KEYED NOTES**
- (A) REMOVE WELDED PERFORATED METAL PANEL FROM EXISTING STEEL TUBE FRAMING
 - (B) GRIND SHARP EDGES SMOOTH FOR NEW PAINT AND GLAZING STOPS. SEE 1&2/ AG00

A 6000
B 2000
B 4000
D 1000
D 3000

WINNEBAGO COUNTY JAIL HOLDING CELL GLAZING INSTALL Oshkosh, WI		Project Director Winnebago County 1221 Knapp Street Oshkosh, WI 54902	 KONTEXT architects building relationships 242 East Main St - Sun Prairie, WI
Title: TYPICAL CELL OPENINGS - DEMOLITION		Location: 4311 Jackson St Oshkosh, WI 54902	
Client: Winnebago County	Project No: 2117	Date: 12/17/2021	Drawing No: A4400



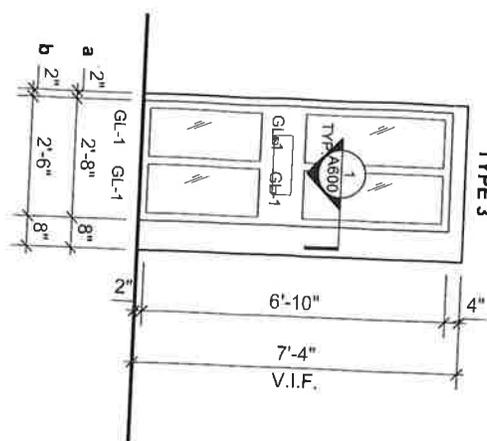
(2) IN WORK AREA

a	2"	2'-6"	8"	1'-10"	2"
b	2"	2'-6"	8"	2'-4"	2"
c	2"	2'-6"	8"	2'-6"	2"
d	2"	2'-6"	8"	3'-4"	2"
e	2"	2'-6"	8"	3'-8"	2"

(41) IN WORK AREA

f	2"	2'-8"	8"	9"	2"
g	2"	2'-8"	8"	1'-4"	2"
h	2"	2'-8"	8"	1'-6"	2"
k	2"	2'-8"	8"	1'-8"	2"
m	2"	2'-8"	8"	2'-2"	2"
n	2"	2'-8"	8"	2'-4"	2"
p	2"	2'-8"	8"	2'-10"	2"
q	2"	2'-8"	8"	3'-4"	2"

- GENERAL CELL OPENING NOTES:**
1. HOLLOW STEEL TUBE FRAMES ARE EXISTING
 2. GRIND SHARP EDGES SMOOTH AND PREP FOR PAINTING
 3. PAINT ALL FRAMES TO MATCH EXISTING COLORS



(2) IN WORK AREA

1 TYPICAL CELL OPENING - PROPOSED
 A401 Scale: 3/8" = 1'-0"

WINNEBAGO COUNTY JAIL HOLDING CELL GLAZING INSTALL Oshkosh, WI Project No: 2117 Date: 12/17/2021 Drawing: Bidding Document	Project Owner: Winnebago County 1221 Knapp Street Oshkosh, WI 54902	 architects building relationships 212 Cass Main St • Sun Prairie, WI
	Architect: 4311 Jackson St Oshkosh, WI 54902	

1 288-032022

2

3 **RESOLUTION: Amend the Table of Organization for the Winnebago County Sheriff's**
4 **Department to Add One Patrol Deputy Position Dedicated to the Town of**
5 **Clayton and Approve the 5 ½ Year Contracted Police Services Agreement**
6 **Between Winnebago County and the Town of Clayton.**

7

8

9

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10

WHEREAS, the Town of Clayton wishes to enter into a 5 ½ year contract with Winnebago County for a
11 dedicated Winnebago County Sheriff's Deputy to provide 40 hours per week of municipal patrol services; and

12

WHEREAS, the Winnebago County Sheriff Office requests an amendment to the Table of Organization to
13 add one full-time Patrol Deputy to meet the Town of Clayton's request; and

14

WHEREAS, the Winnebago County Sheriff shall have supervisory control over the deputy providing these
15 services to the Town of Clayton; and

16

WHEREAS, the Town of Clayton shall reimburse Winnebago County the costs incurred in salary and
17 benefits of the deputy providing services under the proposed agreement; and

18

WHEREAS, the Town of Clayton shall provide a patrol vehicle carrying identifying markings of the Town of
19 Clayton and equipped according to Winnebago County standards. Such vehicle and equipment shall remain the
20 property of the Town of Clayton.

21

22

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors, that it amends the
23 Table of Organization for the Winnebago County Sheriff Department by adding one full-time Police Officer position;
24 that it approves the 5 ½ year Contracted Police Services Agreement between Winnebago County and the Town of
25 Clayton; and that it approves the transfer of \$71,893 into revenue and labor expense accounts as described in the
26 attached Budget Transfer form.

27

Fiscal Impact: The total labor costs of the additional Police Officer position, at 2022 rates, are approximately \$95,856
28 per year. Since the proposed contract will start on April 2, 2022, three-quarters of this amount, or \$71,893, will
29 needed to be transferred to the Sheriff's labor budget. The net impact on the budget will be neutral due to revenue
30 which will offset the projected costs.

31

32

33

Respectfully submitted by:
JUDICIARY AND PUBLIC SAFETY COMMITTEE

34

Committee Vote: **5-0**

35

36

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

37

Committee Vote: **4-0**

38

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

39

40

41

42

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

44

45

46

47

Jonathan D. Doemel
Winnebago County Executive

BUDGET TRANSFER

Sheriff

Mar-22

DEPARTMENT NAME

	Date <u>2/14/2022</u>		Date
Department Requesting - Signature		Approval - County Executive	
<u>W. Thomas Ellis</u>	<u>2/14/2022</u>		<u>2/23/2022</u>
Committee of Jurisdiction - Signature		Approval - Personnel & Finance	
Committee Vote: _____		Committee Vote: <u>4-0 3-3-2022</u>	
	<u>2-25-22</u>	Approved - Information Systems Committee	
Reviewed by Finance Dept.:		Committee Vote: _____	
Approved - Facilities & Prop Mgmt Committee			
Committee Vote: _____			

ACCOUNT NUMBER

Org	Object	Project	Line Description	I=Incr D=Decr	Amount (Whole dollars only)
1112	42019		Other Grantor Agencies	I=Incr	71,892.00
1112	51100		Regular Wages	I=Incr	39,857.00
1112	51105		Overtime	I=Incr	3,827.00
1112	51108		Comp Time	I=Incr	824.00
1112	51200		FICA	I=Incr	3,405.00
1112	51201		Health Insurance	I=Incr	17,186.00
1112	51202		Dental Insurance	I=Incr	770.00
1112	51203		Workers' Comp	I=Incr	494.00
1112	51206		WRS	I=Incr	5,306.00
1112	51207		Other Fringes	I=Incr	224.00
				-	71,893.00

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

Additional labor costs and corresponding revenue for additional Police Officer to provide services under contract with Town of Clayton.

ENTRY NUMBER

Contracted Police Services Agreement

THIS AGREEMENT is hereby entered into between WINNEBAGO COUNTY, a municipal corporation, hereinafter referred to as "COUNTY" and the TOWN OF CLAYTON, a municipal corporation, hereinafter referred to as "MUNICIPALITY" as follows:

1. The COUNTY shall furnish to the MUNICIPALITY police patrol services for forty (40) hours per week. The patrol services will be rendered by one deputy for a consecutive shift for the period of 0800 hrs. to 1600 hrs. Monday thru Friday. The MUNICIPALITY shall have the right to request a deviation of this schedule to cover occasional evening and weekend shifts and MUNICIPALITY events upon seven (7) days written notice to the Sheriff's Office.
2. The Sheriff shall have supervisory control over the personnel providing these services. The Sheriff shall retain the final authority to make decisions as to the manner in which services shall be rendered.
3. The Sheriff will provide patrol functions as follows:
 - a. The Sheriff will assign a veteran, State certified law enforcement officer to perform patrol duties within the MUNICIPALITY. To ensure continuity, the Sheriff will assign officers to the MUNICIPALITY patrol on an annual basis whenever possible. The Sheriff will consider requests by the MUNICIPALITY for changes in assignment, but retains final authority in those assignments.
 - b. During patrol hours, the deputy will provide continual patrol in the MUNICIPALITY. The unit will be first responder to all dispatched events in the MUNICIPALITY. The unit will begin and end its patrol tour from the MUNICIPALITY town hall. It will leave the boundaries of the MUNICIPALITY only in those situations that would require mutual aid assistance by the COUNTY, or to report to the Sheriff's Office while carrying out required duties.
 - c. Every effort will be made to respond to MUNICIPALITY needs and desires. The MUNICIPALITY will designate a liaison person(s) to provide the Sheriff with any information as to concentration of patrol efforts, special assignments, etc. the MUNICIPALITY desires. The COUNTY shall designate a liaison person(s) to the MUNICIPALITY, which shall be from the supervisory ranks.
 - d. If an assigned deputy should be injured, sick, attending training, or otherwise unavailable for patrol service, an alternate deputy shall be assigned to the MUNICIPALITY to fill the vacant shift(s).
4. Payment terms are:
 - a. The MUNICIPALITY shall reimburse the COUNTY its costs in salaries and benefits of deputies providing police services to the MUNICIPALITY under this agreement. The COUNTY will bill the MUNICIPALITY for forty (40) hours per week at top deputy pay and benefits rate based on the provisions of the current Winnebago County Deputies' Association Collective Bargaining Agreement. The MUNICIPALITY agrees to pay for said

services on a monthly basis. The COUNTY shall provide a monthly invoice to the MUNICIPALITY.

- b. The MUNICIPALITY shall reimburse the COUNTY for all additional gross salary and additional employee benefit costs paid to the deputy serving thereunder for overtime hours directly arising from MUNICIPALITY patrol functions, including overtime spent in court in connection with the prosecution of MUNICIPAL ordinances.
 - c. The COUNTY reserves the right to increase charges to the MUNICIPALITY to reflect collective bargaining settlements affecting the salaries, fringe benefits, and any other increased costs for the deputies assigned to work in the MUNICIPALITY. The MUNICIPALITY agrees to pay all additional charges set forth in this paragraph.
5. This contract constitutes and contains the entire agreement of the parties, and supersedes any and all other contracts, agreements or understandings between the parties, whether oral or written.
6. The MUNICIPALITY shall provide a patrol vehicle carrying identifying markings of the MUNICIPALITY equipped according to the COUNTY'S standards AS LISTED IN Exhibit A. Such vehicle and equipment shall remain the property of the MUNICIPALITY. The MUNICIPALITY shall provide service and repairs to such items as needed.
7. If it becomes necessary for the COUNTY to provide a patrol vehicle, or if requested by the MUNICIPALITY, such vehicles furnished by the COUNTY shall carry identifying markings of the Sheriff's Office. All COUNTY vehicles and other equipment shall remain the property of the COUNTY. Charges for COUNTY furnished patrol vehicles shall be in addition to charges identified above, and shall be billed to the MUNICIPALITY at actual average per mile costs for all COUNTY vehicles, as determined by the COUNTY.
8. The MUNICIPALITY shall provide police patrol equipment that meets the COUNTY'S standards as listed in Exhibit A. Such equipment shall remain the property of the MUNICIPALITY. The MUNICIPALITY shall provide service and repairs to such equipment as needed. Additional equipment may be issued by the COUNTY, and will remain the property of the COUNTY.
9. The assigned deputy will enforce all local ordinances. The deputy will write citations on forms supplied by the MUNICIPALITY. The MUNICIPALITY ATTORNEY will handle the prosecution of those matters in any proceedings. It is further agreed that the fines or forfeitures for State charges shall be turned over to the COUNTY and the fines and forfeitures for those offenses that are violation of MUNICIPALITY ordinances will be turned over to the MUNICIPALITY.
10. Any violation by the MUNICIPALITY of any portion of this contract shall constitute a breach of this Contract by the MUNICIPALITY. In the event of such breach, the COUNTY shall have the option of declaring this contract terminated. If this Contract is declared terminated by the COUNTY, the MUNICIPALITY shall pay the COUNTY for such police services rendered through the date of termination, prorated on the basis of the monthly charge set forth above.

11. Any violation by the COUNTY of any portion of this contract shall constitute a breach of this Contract by the COUNTY. In the event of such breach, the MUNICIPALITY shall have the option of declaring the Contract terminated. If this Contract is declared terminated by the MUNICIPALITY pursuant to this paragraph, the MUNICIPALITY is not liable for police services rendered after receipt of written notice of termination by the COUNTY, with payment for services rendered prior to receipt of that notice to be prorated on the basis of the monthly charge set forth above.

12. It is the intent of and is understood by the parties that the relationship of the COUNTY and the MUNICIPALITY is that of an independent contractor. The COUNTY is not the employee or agent of the MUNICIPALITY, and the MUNICIPALITY is not the employee or agent of the COUNTY. Each party will therefore be responsible for its own acts or omissions and neither party will be obligated to defend or indemnify the other for any claim, loss or liability that results from the other's acts or omissions. Nothing in this paragraph is intended to preclude or foreclose the right of either party to bring a cross claim or third party claim against the other for contribution as a joint tortfeasor.

13. Terms of this contract are:
 - a. The term of this contract shall be from April 1, 2022, through December 31, 2027, regardless of the dates of the signatures set forth below.
 - b. The MUNICIPALITY, except as described in paragraph 11 of this agreement, may terminate this contract only by providing written notice to the COUNTY no later than August 31st of the year preceding termination.
 - c. Should the MUNICIPALITY terminate the contract under the terms of paragraph 13(b) of this agreement, the COUNTY shall make every effort to reassign contracted personnel within enforcement functions. In the event the COUNTY is unable to assign the contracted personnel and is required to lay off COUNTY enforcement personnel, the MUNICIPALITY shall pay the COUNTY the costs of unemployment for the COUNTY personnel until such time that the personnel are rehired or no longer receiving unemployment compensation. Only the costs associated with the personnel laid off are the responsibility of the MUNICIPALITY, not necessarily the specific contracted personnel. Such costs will be billed the MUNICIPALITY on a monthly basis on 30 days net terms.

EXHIBIT A

DEPUTY DUTY EQUIPMENT

- PORTABLE RADIO
- BODY ARMOR
- HANDGUN – GLOCK 17
- RIFLE – COLT AR15
- BODY WORN CAMERA/CARRIER
- TASER AND HOLSTER
- NARCAN/CASE
- OC SPRAY
- ANSI TRAFFIC VEST
- CPR MASK/MED KIT/PPE

SQUAD CAR EQUIPMENT

- FRONT AND REAR PARTICIANS
- PUSH BUMBER
- EMERGENCY LIGHTS/SIREN WITH CONTROLLER
- MOBILE RADIO
- MDC, DOCKING STATION, PRINTER
- SQUAD CAR VIDEO CAMERA SYSTEM
- RADAR UNIT
- AED
- 35 MM CAMERA/SD CARDS
- IPHONE
- STINGER SPIKE SYSTEM
- EVIDENCE COLLECTION KIT
- TACTICAL GO BAG
- HOOLIGAN TOOL

POSITION DESCRIPTION
WINNEBAGO COUNTY
January 2022

POSITION: DEPUTY – PATROL - Contracted LE Services

DEPARTMENT: SHERIFF'S OFFICE

PAY BASIS: HOURLY

PURPOSE AND SUMMARY:

Investigates and enforces violations of State of Wisconsin laws and Winnebago County ordinances consistent with General Orders, Directives, and procedures of the Agency. Provides police patrol services within the jurisdictional boundaries of the Municipality, to include the investigation of, and enforcement of local ordinances and codes.

ESSENTIAL FUNCTIONS:

1. Patrols the roads and highways in Winnebago County within the municipality. Responds to and investigates various incidents and traffic accidents reported to the Agency. Ensures the peace and safety of the public through objective enforcement of laws and ordinances. Recognizes elements of criminal offenses, and thoroughly documents investigations. Provides assistance during various special events, including traffic direction, crowd control, and security. Serves or delivers warrants, summonses, subpoenas, and other official papers promptly and accurately.
2. Uses reasonably objective force up to and including deadly force in the defense of self or others. Understands and practices principles of officer safety. Subdues, controls, and detains aggressive individuals involved in physical confrontations. Reacts with appropriate level of force and control with presented situations. Maintains command presence and positions of advantage and is alert to changing conditions. Assists in providing search and rescue operations. Employs appropriate prisoner transport techniques.
3. Uses community policing problem solving techniques in attempts to resolve quality of life issues. Ensures calls for service are received, prioritized, and adjudicated in accordance with Agency standards. Makes sound decisions based on General Orders, Directives, and past practice. Completes assignments independently and without close supervision. Isolates and identifies problems, evaluates alternative courses of action, makes logical decisions, employs good judgment, common sense, and knows when and what type of action is appropriate.

ADDITIONAL ESSENTIAL DUTIES:

1. Communicates to supervisors in a timely manner all information obtained which is pertinent to the achievement of Agency and Municipality objectives, and assumes accountability for achieving results on time.
2. Exhibits a good working knowledge of all assigned equipment, to include technologies and is able to function effectively with it, and maintaining it in good working order.
3. Enhances and builds community relations by attending neighborhood watch meetings, attending local town meetings, engaging in community events, and visiting local businesses.
4. Effectively communicates verbally and in writing.
5. Provides a professional level of customer service to Agency and Municipality staff, and to external consumers of service.

6. Successfully completes job assignments with a normal level of supervision.
7. Works effectively and professionally with other agencies, County employees, **Municipal employees**, and the public.
8. Performs all other duties as assigned by the Patrol Captain or designee.

WORK RELATIONSHIPS:

1. Reports to the Patrol Lieutenant and/or the Patrol Captain.
2. **Works closely with the Municipality Liaison and Municipality Administrative Staff.**
3. Works closely with all divisions of the Sheriff's Office, and interacts regularly with other criminal justice professionals and members of the community.

REQUIRED EDUCATION, EXPERIENCE, TRAINING, AND CERTIFICATION:

1. Certification as a law enforcement officer in accordance with the Wisconsin Law Enforcement Standards Board.
2. Must never have been convicted or pled guilty to a domestic abuse or a felony.
3. Possession of a valid Wisconsin driver's license.
4. Must meet State and Agency firearms, Defense & Arrest Tactics, and emergency vehicle operations proficiency requirements on a continuing basis.
5. Must be 18 years of age.
6. Must be a U.S. citizen.
7. Must be able to speak, read, and write the English language and communicate effectively.
8. Must possess a minimum of 60 college credits, with preference given to applicants who hold a Bachelor's degree or are Wisconsin Law Enforcement Standards Board certified or certifiable in corrections or law enforcement.

KNOWLEDGE, SKILLS AND ABILITIES:

1. Knowledge of Sheriff's Office General Orders, Directives, and procedures.
2. Knowledge of Wisconsin State Statutes as they relate to law enforcement and citizen's rights.
3. **Knowledge of Municipality ordinances and codes.**
4. Knowledge of current law enforcement strategies, techniques and equipment.
5. Knowledge of search and seizure law, and evidentiary best practices.
6. Ability to communicate effectively orally and in writing.
7. Ability to apply correct General Orders, Directives, and procedures to a variety of situations.
8. Ability to prioritize assignments and multi-task.
9. Ability to meet regular and predictable attendance standards.

PHYSICAL REQUIREMENTS:

1. Ability to meet the physical, emotional, and psychological qualifications of a law enforcement officer.
2. Performs certified law enforcement officer duties to include performing traffic stops, responding to high-risk calls, crowd control, and all other law enforcement related activities.
3. Ability to function in situations which may rapidly change from those during routine operations to those which are emergencies and highly stressful.

1 289-032022

2

3 **RESOLUTION: Authorize the Winnebago County Sherriff's Office to Enter into a**
4 **Memorandum of Understanding with the Winnebago County Deputies'**
5 **Association/Wisconsin's Professional Police Association Which Will**
6 **Offer Accelerated Benefits and a Lateral Transfer Policy**

7

8

9

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10 **WHEREAS**, Winnebago County and the Winnebago County Deputies' Association/Wisconsin Professional
11 Police Association (hereinafter "the Association") are signatories to a collective bargaining agreement that expires on
12 December 31, 2023; and

13 **WHEREAS**, Winnebago County Sheriff's Office is experiencing an alarming staff turnover rate and lack of
14 qualified applicants compromising the ability for the Sheriff's Office to meet its mission and resulting in diminished
15 services; and

16 **WHEREAS**, a Memorandum of Understanding between Winnebago County and the Association which
17 modifies the existing Collective Bargaining Agreement has been attached; and

18

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the
20 Memorandum of Understanding between the Winnebago County Sheriff's Office and the Winnebago County
21 Deputies' Association/Wisconsin Professional Police Association, is ratified, and the Director of Human Resources is
22 authorized to execute the Memorandum of Understanding on behalf of Winnebago County.

23

24 ***Fiscal Impact:*** *The direct increase in pay and associated benefits resulting from this agreement will be about*
25 *\$72,095 per year (at 2022 rates), and there will be an additional loss of productive time, due to additional vacation*
26 *and holiday benefits, in the amount of about \$53,193 annually.*

27

28 Respectfully submitted by:

29 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

30 Committee Vote: **5-0**

31 Respectfully submitted by:

32 **PERSONNEL AND FINANCE COMMITTEE**

33 Committee Vote: **3-1**

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

35

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

37

38

39

40

Jonathan D. Doemel
Winnebago County Executive

MEMORANDUM OF UNDERSTANDING

This is a voluntary agreement entered into by and between the County of Winnebago (County) and the Winnebago County Deputies' Association /Wisconsin Professional Police Association (Association) The County and the Association are signatories to a collective bargaining agreement that expires on December 31, 2023. The parties currently are discussing issues with an alarming staff turnover rate and lack of qualified applicants compromising the ability of the Sheriff's Office to meet its mission and resulting in diminished service. As a result of those discussions the parties agree that:

1. Under the collective bargaining agreement of 2021 - 2023, Article 16 Sick Leave With Pay be modified as follows with an effective date January 01, 2022:

16.02 Upon initial hire officers shall earn sixty-four (64) hours of sick leave. The paid sick leave granted by this paragraph will not be considered earned until the initial probationary period is completed. If an officer leaves County employment before completing probation, any used paid sick leave will be deducted from the final pay. (Currently-while on probation earn 5.33 hours on the first of each month)

2. Under the collective bargaining agreement of 2021 - 2023, Article 20 Holidays be modified as follows with an effective date January 01, 2022:

20.05 Upon initial hire officers shall earn four (4) floating holidays and earn time off for all unelapsed designated holidays. Thereafter, they shall receive their accrued paid holiday hours on January 1. The holiday time granted by this paragraph will not be considered earned until the initial probationary period is completed. If an officer leaves County employment before completing probation, any used holidays will be deducted from the final pay. (Currently- while on probation earn 8-hours on the first of each month)

3. Under the collective bargaining agreement of 2021 - 2023, Article 21 Vacation Plan be modified as follows with an effective date January 01, 2022:

21.02 Persons hired shall earn vacation as of January 1 of each succeeding year. For purposes of determining future year's vacation eligibility, the first partial year of service shall be treated as a full year. Newly hired officers that are certifiable may receive up to fifty (50) percent credit for full years of previous service in a similar capacity with another agency. Eligibility and determination of

vacation credit is at the sole discretion of the County and shall not be subject to the grievance procedure. (New language)

21.03 The vacation schedule shall be as follows:

Forty-eight (48) hours of time off with pay upon initial hire and thereafter; (Currently- while on probation earn 4-hours on the first of each month; 48 hours after 1 year of service)

Ninety-six (96) hours of time off with pay after three (3) years of continuous service; (No Change)

One hundred forty-four (144) hours of time off with pay after five (5) years of continuous service; (Currently- 7 years)

One hundred ninety-two (192) hours of time off with pay after ten (10) years of continuous service; (Currently- 12 years)

Two-hundred forty (240) hours of time off with pay after fifteen (15) years of continuous service; (Currently- 17 years)

The vacation time granted by this paragraph will not be considered earned until the initial probationary period is completed. If an officer leaves County employment before completing probation, any used vacation will be deducted from the final pay.

4. Under the collective bargaining agreement of 2021 - 2023, Article 24 Compensation Plan be modified as follows with an effective date January 01, 2022:

24.05 When determining hourly pay rates, newly hired officers that are certifiable may receive up to fifty (50) percent credit for full years of previous service in a similar capacity with another agency. Eligibility and determination of compensation credit is at the sole discretion of the County and shall not be subject to the grievance procedure. (New language)

5. All other provisions of the collective bargaining agreement are unaffected by this agreement.
6. This memorandum will continue unless modified or eliminated by the parties in their negotiations for a successor agreement.

This represents the complete understanding of the parties on this issue. Any amendments or modifications to this agreement must be made in writing.

This agreement is effective on the last date signed below. Authentic fax or email signatures are as valid as an original.

Agreed to by:

For the County – Michael Collard

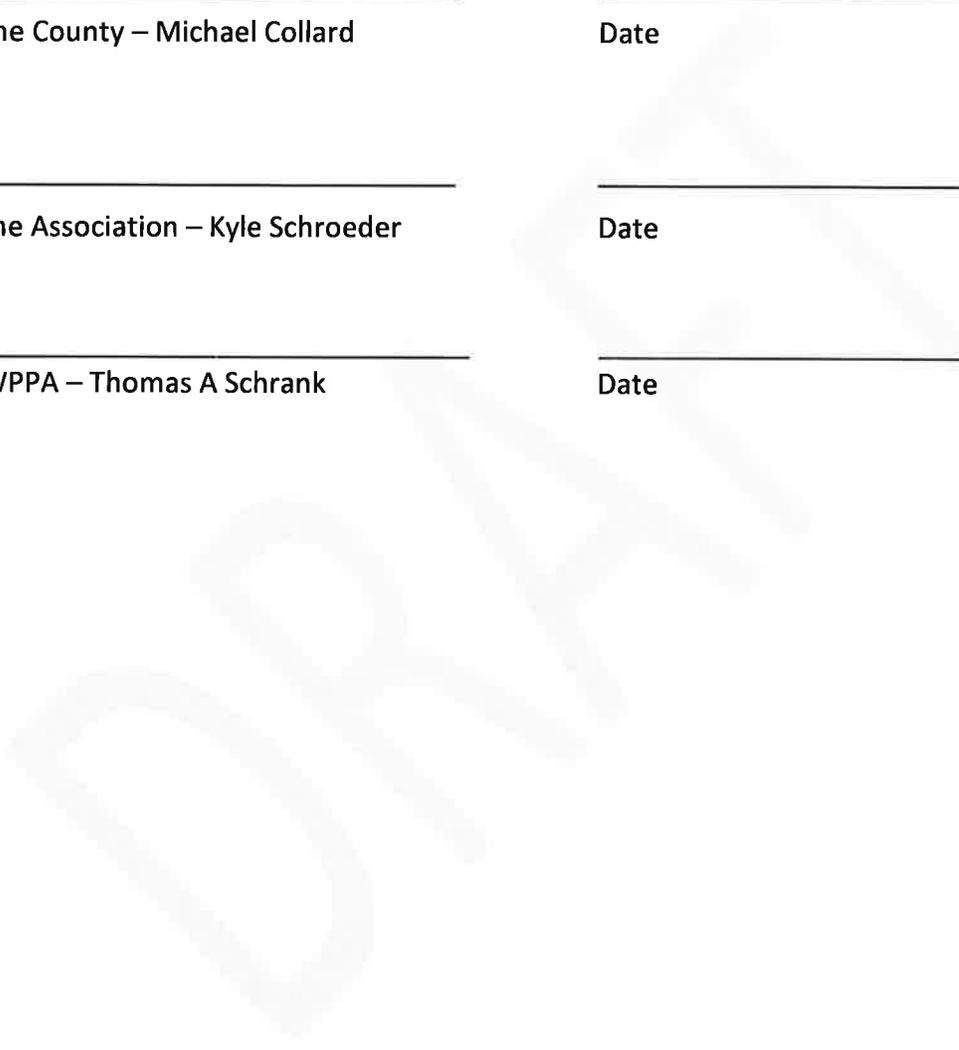
Date

For the Association – Kyle Schroeder

Date

For WPPA – Thomas A Schrank

Date



1 **290-032022**

2

3 **RESOLUTION: Adopt Revisions to Winnebago County Human Resources Policy Manual**
4 **to Adjust the Public Safety Dispatcher Total Holiday's from 11 Days to 13**
5 **Days**

6

7

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

9 **WHEREAS**, positions at the Winnebago County Sheriff's Office have varying numbers of holidays,
10 depending upon classification and work groups; and

11 **WHEREAS**, Dispatchers and Booking/Security Clerks work the exact same shift pattern, yet a
12 Booking/Security Clerk receives a total of 13 holidays and Dispatchers receive 11 total holidays; and

13 **WHEREAS**, to better align the dispatcher position with similarly scheduled positions at the Sheriff's office,
14 this Resolution seeks to give Dispatchers an additional 2 floating holiday, to make the total 13.

15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 amends the line of Policy 18.03(a) of the Winnebago County Human Resources Policy Manual governing floating
18 holidays for Dispatchers as follows:

19 ~~Public Safety Professional Dispatchers unit employees~~ – 11 13 days

20

21 *Fiscal Impact:* No budget transfer needed due to expected vacancies. The additional two holidays per dispatcher will
22 increase total dispatcher labor expense by between \$15,022 and \$22,533 per year, depending on how many
23 replacement dispatchers will be at overtime rates.

24

25 Respectfully submitted by:

26 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

27 Committee Vote: **5-0**

28 Respectfully submitted by:

29 **PERSONNEL & FINANCE COMMITTEE**

30 Committee Vote: **4-0**

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

32

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

34

35

36

37

38

39

40

41

42

Jonathan D. Doemel
Winnebago County Executive

Public Safety Dispatcher 2022 Holiday Benefits Adjustment

The number of holidays allotted to the Public Safety Dispatcher's is truly an issue of fundamental fairness.

Positions at the Sheriff's Office have varying numbers of holidays, depending upon classification and work groups. Broadly speaking, the following totals exist:

Position	Regular Holiday	Float Holiday	Total Holidays
Administrative	10	4	14
Office Monday – Friday	10	4	14
Deputies ** (contract)			96 hours (12)
Booking/Security Clerk	10	3	13
Dispatcher	0	11	11

Dispatchers and Booking/Security Clerks work the exact same shift pattern, namely 8-hour days with a rotating 6-day work week cycle of 4 days on followed by 2 days off. In this regard, shifts are filled to maintain minimum staffing levels 24/7/365. All regularly scheduled workdays are paid at straight time, regardless of whether or not a regular work day falls on an actual recognized holiday. The concept of "time and a half" for working on holidays does not exist within the Sheriff's Office positions.

Quality recruitment and retention of key employees are two distinct concepts, and both have plagued this position; the hiring climate is very different than it was a decade ago. While some internal changes have occurred within the Comm Center over the last few years to boost retention, the Comm Center has not been fully staffed since 2011. This inequity in the number of holidays when compared to similar employees is something that perpetually resurfaces when speaking with Dispatchers about retention ideas as well as recruitment efforts.

To better align the Dispatch positions with other like similarly scheduled positions at the Sheriff's Office, this request is simply to give dispatchers an additional 2 days of floating holidays, to make their total 13.

There will be no changes to how those days off are internally requested, granted, or scheduled. While the Winnebago County Human Resources Policy Manual Policy 18 allows that *Unused floating holidays will not be paid out, except that they may be paid out in December to Master Control/Booking/Property Record Clerks in the Sheriff's Office*, there is no request to modify this provision to include Dispatchers in allowing for payouts.

1 291-032022

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
42

RESOLUTION: Authorize the Winnebago County Sheriff's Office to Accept a Donation from the Badger State Sheriff's Association of Drone Equipment to Include Training for Winnebago County Sheriff Staff

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Winnebago County Sheriff's Office has received a donation from the Badger State Sheriff's Association of four drones along with training for staff; and

WHEREAS, two of the four drones are small 6"x6" drones to be used for indoor searches and have the ability to record and send live information to a command post. The flight time is approximately 30 minutes with a 4 mile range. These drones require part 107 Federal Aviation Administration certification; and

WHEREAS, the other two drones enable scene documentation, search and rescue, and crash reconstruction. These medium size drones have a thermal imaging camera with record capability and can send information in real time to scene incident command. The flight time is approximately 42 minutes with a 5.5 mile range. These drones require part 107 Federal Aviation Administration certification; and

WHEREAS, the donation includes seven training spots for licensing; and

WHEREAS, the value of the donation is approximately \$25,000 (specifically \$24,959.00).

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Sheriff's Office to accept a donation from the Badger State Sheriff's Association for drone equipment and training.

Fiscal Impact: No budget impact.

Respectfully submitted by:
JUDICARY AND PUBLIC SAFETY COMMITTEE

Committee Vote: **4-1**

Respectfully submitted by:
PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**

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

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

Jonathan D. Doemel
Winnebago County Executive

Titletown Drones LLC
 4771 Michelle Drive
 Suamico, WI 54173 US
 +1 9206194164
 accounts@titletowndrones.com
 https://titletowndrones.com



Quote

ADDRESS

Winnebago County Sheriff's
 Office
 4311 Jackson Street
 Oshkosh, WI 54901

SHIP TO

Lt. Tim Eichman
 Winnebago County Sheriff's
 Office
 4311 Jackson Street
 Oshkosh, WI 54901

QUOTE # 1516-A

DATE 01/17/2022

EXPIRATION DATE 02/17/2022

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
01/17/2022	Autel Evo 2 Enterprise 640T Rescue Bundle	Includes Autel Evo 2 Enterprise 640T Kit + 3 Port Rapid Charger, Additional flight battery, Fox Fury Exolander Payload Delivery System, D3060 anti-collision strobes, landing pad, 128G Micro SD card	2	10,668.00	21,336.00
	Autel Evo 2 640T Enterprise Bundle	EVO 2 Enterprise class drone with smart controller, searchlight, speaker and strobe, case and 3 batteries	2	8,700.00	
	Autel Evo 2 Flight Battery	Intelligent flight battery for the Autel Evo 2	8	219.00	
	Fox Fury D-100 Exolander Payload/Light System	Payload delivery and searchlight system for the Autel Evo 2 Series	2	619.00	
	Fox Fury D3060 drone light	Anti collision strobe and forward looking light combo. Part 107 compliant. Assembled in USA.	5	59.00	
	3-Port Rapid Charger for Autel Evo 2	Battery Charger for Autel Robotics EVO 2/II, EVO II Pro,EVO II Dual Drone and Remote	2	65.00	
	Hoodman 3ft Drone Landing Pad	3 ft weighted landing pad and carry case	2	69.00	
	Sandisk Extreme 128G Micro SD memory Card	San Disk Extreme 128 High Speed Micro SD memory card. Ideal for drones.	2	29.00	
	TacSwan	Replacement battery for the Fox	4	19.00	

DATE	ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
	Rechargeable lithium ion battery for the Exolander System	Fury Exolander D100 high intensity lighting system. Battery size 18650. This item should be purchased in pairs.			
	Fox Fury Exo Dock Station	The Exo Dock is a mounting solution compatible with the Exolander system, allowing the operator to mount the drone to a stationary handle for ground photography.	1	249.00	
01/17/2022	Autel Nano Tactical Bundle	Kit in includes the Autel Nano Plus, propeller guards and the Fox Fury D3060 lighting system.	2	1,115.00	2,230.00
	Autel Evo Nano + (Premium Bundle)	Weight under 249g, 1/1.28 Inch CMOS Sensor, 10km Video Transmission, Obstacle Sensing in 3 Directions, Level 5 Wind Resistance, 28-Min Max Flight Time	2	949.00	
	Autel Evo Nano Propeller Guards	Propeller guard for the Evo 2 Nano series.	2	19.00	
	Fox Fury D3060 drone light	Anti collision strobe and forward looking light combo. Part 107 compliant. Assembled in USA.	4	59.00	
	Sandisk Extreme 128G Micro SD memory Card	San Disk Extreme 128 High Speed Micro SD memory card. Ideal for drones.	2	29.00	
01/17/2022	Remote Pilot Part 107 Test Prep-Online	Part 107 Test Prep Course	7	199.00	1,393.00
				SUBTOTAL	24,959.00
				TAX	0.00
				TOTAL	\$24,959.00

Accepted By

Accepted Date

1 **292-032022**

2

3 **RESOLUTION: Authorize Amendment to the Inmate Telephone Services Agreement**
4 **Between Winnebago County and Inmate Calling Solutions LLC**

5

6

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

8 **WHEREAS**, the Winnebago County Sheriff's Department has a long standing agreement with Inmate Calling
9 Solutions, LLC to provide telephone services to inmates at the Winnebago County Jail (See Attachment A); and

10 **WHEREAS**, the agreement runs from 11/1/2021 to 10/31/2026; and

11 **WHEREAS**, the Handling Charge Structure for Deposit Services, as set forth in Schedule A to the Agreement,
12 is sought to be reduced as reflected in Amendment No. 1 of the Purchase of Services Contract (See Attachment B).

13

14 **NOW, THEREFORE, IT IS HEREBY RESOLVED** by the Winnebago County Board of Supervisors that it
15 authorizes the Winnebago County Sheriff's Department to amend the Inmate Telephone Services Agreement between
16 Winnebago County and Inmate Calling Solutions LLC as set forth in the Attachment B.

17

18 *Fiscal Impact:* No budget transfer is needed. The proposed contract amendment will reduce expense by about \$12,837
19 per year throughout the five-year term of the agreement, commencing November 1, 2021.

20

21 Respectfully submitted by:

22 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

23 Committee Vote: **5-0**

24 **PERSONNEL AND FINANCE COMMITTEE**

25 Committee Vote: **4-0**

26

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

28

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

30

31 _____
32 Jonathan D. Doemel
33 Winnebago County Executive
34
35
36
37
38
39
40
41

42

43

44

CONTRACT ROUTING SLIP

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

Provider Name: Inmate Calling Solutions, LLC d/b/a ICSolutions.

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

County Department: Winnebago County Sheriff's Office.

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

Return Provider's copy by (check one):

Email to vlaurita@icsolutions.com

Mail to address on contract

Other (describe): _____.

Comments:

--

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

Purchase Approved: _____ Date: _____

Insurance Approved: _____ Date: _____

Corp Counsel Approved: _____ Date: _____

Returned to Department (Date): _____/_____/_____

WINNEBAGO COUNTY
PURCHASE OF SERVICES CONTRACT

RE: Inmate Phone/Tablet Contract

THIS AGREEMENT by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Inmate Calling Solutions, LLC d/b/a ICSolutions, hereinafter referred to as "PROVIDER."

WITNESSETH:

WHEREAS, the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the PROVIDER for the purpose of ***Inmate Phone/Tablet Contract***; and

WHEREAS, the PROVIDER whose address is 2200 Danbury Street, San Antonio, TX 78217, is able and willing to provide such services; and

WHEREAS, the parties were parties to that certain Purchase of Services contract dated 10/31/2013, as amended (the "Prior Agreement"); and

WHEREAS, this Agreement replaces and supersedes the Prior Agreement except as expressly stated herein.

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

1. TERM:

THIS AGREEMENT becomes effective on 11/01/2021 and shall remain in force and effect five for (5) years, or until 10/31/2026. Winnebago County will then have the option of continuing the phone services with the Provider at the same commision and rates for a period of (3) three additional years in one-year increments. Should the PROVIDER fail to complete its obligations under this Agreement, the COUNTY may invoke the penalties set forth in one of the following: the bid specifications, the RFP, RFQ, or Schedule A.

The COUNTY shall not be liable for any services performed by PROVIDER other than during the term of this Agreement.

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

- services detailed in the bid specifications (RFB) # _____ ; or
- request for proposals (RFP) #SH04-21 and the response thereto, if any; or
- request for quotes (RFQ) # _____ , and the response there to, if any; or
- Schedule A, attached hereto, and incorporated herein by reference.

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

3. **ASSIGNMENT**: PROVIDER shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

4. **TERMINATION**: If, through any cause, the PROVIDER shall fail to fulfill in a timely and proper manner its obligations under this Agreement or if the PROVIDER shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the PROVIDER of such termination and specifying the effective date thereof.

In the event of any change to the rules, laws or regulations governing the services being provided hereunder results in a material adverse economic change for either party (hereinafter referred to as a "Regulatory Change"), then the parties agree to negotiate, in good faith, an amendment that accommodates such Regulatory Change in a manner that is mutually acceptable. If the parties are unable to reach such mutual agreement within 30 days of the Regulatory Change, then either party may terminate this Agreement without penalty.

There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ and/or Schedule A.

5. **UNFINISHED WORK:** In the event this Agreement is terminated in a manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the PROVIDER under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the PROVIDER shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the PROVIDER shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the PROVIDER, and the COUNTY may withhold any payments to the PROVIDER for the purpose of set-off.

6. **FAILURE TO APPROPRIATE FUNDS:** The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.

7. **TERMS OF PAYMENT:** **The Provider will follow Option (3) three of the proposal for call cost and commissions**

8. **WISCONSIN LAW CONTROLLING:** It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION:**
 - A. This Agreement shall be covered by the laws of the State of Wisconsin.
 - B. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to, this Agreement or the breach thereof shall be decided by arbitration in accordance with the Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties of this Agreement. In the event the parties proceed to arbitration, the proceedings shall be governed by the following:
 - 1) The American Arbitration Association shall submit a panel of five (5) arbitrators to the parties. The parties shall make alternate strikes until one arbitrator remains

who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.

- 2) The costs of the arbitration proceeding (except for the filing fee, which shall be paid by the party initiating the proceeding) shall be borne equally by the parties. Each party shall pay his own legal fees and expenses incurred in connection with the proceeding.
 - 3) Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
 - 4) Unless otherwise agreed upon by the parties, the arbitration hearing shall be limited to one day in length with the arbitrator providing each side equal time to present its case during that day.
 - 5) Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
 - 6) In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
 - 7) The proceeding and arbitration shall be governed by the laws of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.
10. **PROVIDER EFFICIENCY**: PROVIDER shall commence, carry on, and complete its obligations under this Agreement with all deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the PROVIDER agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **INDEPENDENT CONTRACTOR STATUS**: The parties agree that the PROVIDER is an independent contractor and that the PROVIDER, its employees, and agents are not employees of COUNTY. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to have any direct contractual relationship with COUNTY.

12. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
13. **HOLD HARMLESS:** At all times during the term of this Agreement, PROVIDER agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, its agencies, boards, commissions, officers, employees, or representatives.
14. **INSURANCE:**
 - A. Prior to commencing work, PROVIDER shall, at its own cost and expense, furnish COUNTY with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State of Wisconsin:
 - 1) **Workers' Compensation:** (Statutory) In compliance with the Compensation Law of the State of Wisconsin and Employers' Liability Insurance with a limit not less than \$100,000 each accident.
 - 2) **Comprehensive or Commercial General Liability Insurance** with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate combined Single Limit for bodily injury and property damage. This insurance shall include, but not be limited to, the following coverages:
 - a) Premises—Operations
 - b) Products and Completed Operations
 - c) Broad Form Property Damage
 - d) Contractual
 - e) Personal Injury
 - 3) **Professional Liability:** (If applicable) Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate.

- 4) **Automobile Liability:** Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage. This insurance shall include bodily injury and property damage coverage for all of the following:
- a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

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

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

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

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

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

All such notices shall name the contractor and identify the contract project. All of the above coverages, limits, and conditions are required unless waived in writing by the COUNTY’s Safety Insurance Coordinator.

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

WINNEBAGO COUNTY
ATTENTION PURCHASING MANAGER
PO BOX 2808
OSHKOSH WI 54903-2808

or email to: lforbes@co.winnebago.wi.us.

15. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of

the PROVIDER, and the making of any such payment by COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.

16. **DISCRIMINATION**: During the term of this Agreement, the PROVIDER agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The PROVIDER agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.

17. **AFFIRMATIVE ACTION**: PROVIDER may be required to file an Affirmative Action Plan with the COUNTY if the PROVIDER receives \$10,000 in annual aggregate contracts or other such consideration of comparable worth, and PROVIDER has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.

18. **EQUAL OPPORTUNITY EMPLOYER**: PROVIDER shall, in all solicitations for employment placed on PROVIDER's behalf, state that PROVIDER is an "Equal Opportunity Employer."

19. **COMPLIANCE INFORMATION**: PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.

20. **PROVIDER'S LEGAL STATUS**: PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons

executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the PROVIDER's legal status.

21. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW**: Provider understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Provider that are "produced or collected" by the Provider under this Agreement ("Records"). Provider is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Provider acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Provider is (1) obligated to retain Records for seven (7) years from the date of the Record's creation; and (2) produce such Records to County if, in County's determination, County is required to produce the records to a third party in response to a public records request. Provider's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Provider must defend and hold County harmless from liability due such breach.
22. **FORCE MAJEURE**. Either party may suspend all or part of its obligations hereunder and such party shall not otherwise be held responsible for any damages, delays or performance failures caused by acts of God, events of nature, civil disobedience, acts of government, military action, acts of terrorism, epidemics or similar events beyond the reasonable control of such party.
23. **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.

IN WITNESS WHEREOF, COUNTY and PROVIDER have executed this Agreement and its Schedules as of the day set forth above.

FOR THE PROVIDER:

Mike Kennedy, Vice President Date
Inmate Calling Solutions, LLC
d/b/a ICS Solutions

FOR WINNEBAGO COUNTY:

Jonathan Doemel Date
Winnebago County Executive

Susan T. Ertmer Date
Winnebago County Clerk

REGISTERED AGENT:

Vince Laurita, Regional Accounting Manager
ICS Solutions

Inmate Calling Solutions, LLC c/o Cogency Global, Inc.
901 South Whitney Way
Madison, WI 53711

**Originally Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County**

Revised: 06/2021

Schedule A – Technology, Service and Financial Details

EQUIPMENT & FEATURES:

The Enforcer® centralized inmate telecommunications platform, housed in PROVIDER's Atlanta data center and backed up at its data center in San Antonio, together with the following:

- Continued & uninterrupted access to all historical call detail records, call recordings, and inmate voice prints created under the Prior Agreement
- 72 stainless steel inmate telephones for housing areas, booking, and booking counter
- TDD/TTY and/or VRS units, as needed, for hearing impaired inmates
- Online storage of all call recordings and call data for the entire contract duration
- Unlimited Enforcer® user licenses
- Interface to the County's JMS, commissary, and/or banking platforms – *already in place!*
 - Automated inmate ID / PIN updates
 - Inmate Debit calling
 - Electronic commissary ordering + account balance checking
- Inmate voicemail messaging
- 24 x 7 x 365 live, U.S.-based service for Facility staff & called parties
- Local technicians to provide onsite maintenance & support
- New/refresher training for all Facility users
- All-inclusive warranty, support, and repair/replace maintenance package

The Enforcer® Investigative / Premium Voice Biometrics Suite

- The VerifierSM pre-call inmate voice verification
- The ImposterSM in-call continuous voice biometrics
- The Word DetectorSM phonetic keyword search tools
- The AnalyzerSM link analysis / data mining tools

The Enforcer® IVR Suite

- The InformerSM PREA module
- The CommunicatorSM paperless inmate communications portal
- The AttendantSM automated information line

The Bridge 8 Inmate Tablets

- 200 wireless handheld inmate tablets
- Remote video visitation when docked in a wall mounted station
- Inmate email/text messaging
- Inmate Calling app – enables secure inmate calling through PROVIDER's Enforcer® platform; standard usage rates and security controls apply
- Grievance reporting + appointment request
- Customizable forms
- Law library access
- Commissary ordering

- Education content
- Entertainment content
- Turnkey installation including hardware, software, wireless access points, and charging stations

Casemaker Law Library Subscription

- Accessible via The Bridge 8 tablets
- Simple and complex searching of Federal and State case law, statutes, and administrative law
- Updated daily by experienced legal editors

Lobby Deposit Kiosk

- Can accept payments to phone accounts and/or trust accounts
- Deposit and payments can also be made via mobile app, web, phone, lockbox, kiosks at other facilities, or walk-in retailer
- 800+ kiosks and 48,000+ retailers can accept deposits across the U.S.

CALL RATES & FEES:

The following service rates for all Service Locations:

Prepaid, Debit & Direct Bill Calling Rates	
<u>Call Type</u>	<u>Per Minute Charge</u>
Local	\$0.16
Intrastate/IntraLATA	\$0.16
Intrastate/InterLATA	\$0.16
Interstate	\$0.16
International (Debit only)	\$0.75

***NOTES:** Domestic interstate rates apply for calls to U.S. territories including American Samoa, Guam, Northern Mariana Islands, Puerto Rico and U.S. Virgin Islands. All non-U.S. destinations are rated as international.*

Call rates shown do not include local, county, state and federal taxes, regulatory fees and billing fees.

Billing Fees (non-commissionable):

<i>Payment Processing Fee (Live Agent).....</i>	<i>\$5.95</i>
<i>Payment Processing Fee (IVR, Internet & QwikCall®).....</i>	<i>\$3.00</i>
<i>Direct Billing Statement Fee</i>	<i>\$2.00</i>

Other Service Fees (commissionable, see below):

Tablet entertainment streaming (per minute).....	\$0.05
Tablet email messaging (per minute).....	\$0.05
Remote Video Visitation (via the Bridge Tablets).....	Waived
Inmate Voicemail (per inbound message).....	\$1.00

(All other fees free or waived)

COMMISSIONS:

PROVIDER shall pay to COUNTY a Commission of 92% of the gross call revenue on all calls generated from COUNTY’s service locations.

PROVIDER shall also pay to COUNTY a Commission of 25% of any service fees collected with respect to Tablet usage (entertainment streaming and messaging) and 50% of any service fees collected with respect to Inmate Voicemail services.

DEPOSIT SERVICES:

PROVIDER’s affiliate, Access Corrections. Inc. (“ACI”) shall provide deposit services in accordance with the following schedules. However, PROVIDER shall retain full responsibility therefore. For purposes of this Section, the term “Provider” shall include ACI where the context requires such inclusion:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

Walk-In Service/Fee Charge
\$5.95

\$0.01 - \$900.00

Bail/Bond Fee Structure					
Gross Amount Deposited	Credit/Debit Deposits via Mobile/Web	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk	Credit/Debit deposits via Intake Kiosk
\$ 0.01 - \$1,500.00	7.00%	7.00%	7.00%	7.00%	7.00%
\$ 1,500.01 - \$5,000.00	N/A	N/A	N/A	7.00%	N/A

Terms and Conditions of Deposit Services:

1. Provider will provide cash handling services and payment processing services for payments made through kiosks, walk-in retailers, online websites and/or mobile sites, call centers or applications operated by Provider or such other methods ("Transactions") for crediting account balances held by County on behalf of the recipients of funds (the "Services"). Provider provides the Services in its capacity as a licensed money services business. Provider represents and warrants to County that ACI is duly licensed to provide the Services and will do so in compliance with applicable laws and regulations.
2. **Authorization.** By executing this Agreement, County authorizes Provider to act on its behalf in handling cash and to submit Transactions initiated by individuals through the Services to the credit card networks or otherwise for authorization, processing and settlement to County for the benefit of designated recipients.
3. **Responsibilities of Provider.**
 - a. Provider will receive payments from the public, directed to recipients by way of the Services.
 - b. Provider will transfer payment files to County on a daily basis. Provider will deliver payments to County by the second business day following (but not including) the day of the transaction by means of an electronic funds transfer ("EFT") to County's designated bank account; provided, however, Provider, in its sole discretion, reserves the right to delay its acceptance of any transaction that Provider determines to be suspicious and warrants further investigation. County acknowledges and agrees that Provider may terminate/cancel any proposed transaction should Provider determine the transaction is being made for an improper or illegal purpose.
 - c. Provider will provide County with daily payment information by way of the Provider-County interface.
 - d. Provider will be responsible for responding to and resolving inquiries and complaints from senders of funds arising out of Provider's failure to timely transmit any payment to County.
 - e. Provider will provide sufficient promotional material to be posted by County.
 - f. Provider, upon receipt of written notice from County, shall place limitations on transactions. The limitations will be implemented by Provider as soon as is reasonably practicable.

- g. Provider may contract with a third-party to remove cash from kiosks, to replace receipt paper and to assume responsibility for the funds until deposited into the designated bank account.

4. Responsibilities of County.

- a. County will provide Provider with the required bank account information for transmission of an EFT. County agrees to notify Provider, in writing, giving fourteen (14) days' notice, of any changes to the bank account information.
- b. County will, upon receipt of written documentation of overpayment, promptly, but in no event more than ten (10) business days, refund any overpayment made by Provider, for any reason. This is to include, but not be limited to, duplicate payments, payments refunded to customers by Provider and any incorrect payments.
- c. Upon implementation of the Services, County agrees that it will not accept payments designated for recipient accounts. County will close any window or other collection method currently used to accept payments within sixty (60) days of kiosk implementation.
- d. County will promptly report receipt of each payment to the designated account or recipient in accordance with the County's policy.
- e. County agrees that it shall, to the full extent allowed by law, assume all liability, responsibility and risk of loss associated with its breach of this Agreement and/or its negligence in the performance of its duties hereunder.
- f. Provider will provide all labor necessary for and will guarantee the workmanship of the installation of a lobby kiosk including, but not limited to, material handling within the facility and all costs associated with the networking, internet connectivity and electrical enhancements required to install a kiosk at County's Service Locations.
- g. County agrees that Provider may determine, in its sole discretion, to suspend, terminate or place restrictions on one or more individual's ability to use the Services.

5. Rates. The Services shall be provided at no cost to County. Provider shall charge persons initiating a Transaction a service fee in accordance with its rate schedule which the County acknowledges may be amended by Provider in its sole discretion from time to time.

6. Exclusivity. Provider has the exclusive right to provide the subject Services for County at its Service Locations and the exclusive right to collect and receive money handling fees associated with the Services, which fees shall belong to Provider.

7. Refunds/Chargebacks.

- a. The Parties acknowledge that once Provider accepts a transaction submitted to the applicable payment network or otherwise for processing, Provider cannot cancel or change the transaction. Except to the extent required by applicable law, payments processed by Provider are non-refundable to the individual by Provider. Individuals may have additional refund or chargeback rights under their cardholder agreement with the card issuer or applicable law.

- b. In the case of chargebacks or returned funds, Provider will be responsible for pursuing the chargeback through the card association's dispute resolution processes, if appropriate in Provider's sole discretion. Upon written request from Provider, Client agrees to provide requested information needed to pursue the chargeback.
- c. If an individual requests a refund, Provider will not be responsible for making those funds available if they have been already settled to a designated account by Provider or are beyond Provider's control.
- d. If County and sender of funds issue inconsistent instructions or requests to Provider, County's instructions will control and County will reimburse, defend, indemnify and hold Provider harmless from any and all losses, costs and expenses (including reasonable attorneys' fees) as a result of complying with County's instructions.

Proposed Change

**AMENDMENT No. 1 to the
PURCHASE OF SERVICES CONTRACT**

This Amendment No. 1 to the Purchase of Services Contract dated 11/1/2021 (the “Agreement”) is made by and between **Inmate Calling Solutions, LLC, d/b/a ICSolutions** and **Winnebago County, WI** effective upon full execution. Whereas, the parties agree to amend the Agreement as follows:

1. Capitalized terms not expressly defined hereunder shall have the meaning ascribed thereto under the Agreement.
2. The “Handling Charge Structure for Deposit Services”, as set forth on Schedule A to the Agreement, is hereby amended to be as follows:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$2.00	\$2.00	\$2.00	\$2.00
\$20.00 - \$99.99	\$2.00	\$2.00	\$2.00	\$2.00
\$100.00 - \$199.99	\$2.00	\$2.00	\$2.00	\$2.00
\$200.00 - \$300.00	\$2.00	\$2.00	\$2.00	\$2.00

With respect to the foregoing, the aggregate difference between the original service fees and the above amended service fees shall be deducted by PROVIDER each month from the Commission amount otherwise due to COUNTY.

3. Except as amended herein, the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment by their duly authorized representatives effective as of the Amendment Date first set forth above:

**Inmate Calling Solutions, LLC
d/b/a ICSolutions**

Winnebago County, WI

(Signature)

(Signature)

(Printed Name)

(Printed Name)

(Title)

(Title)

Current Fees

Deposit Services

Access Corrections' deposit services will incur the following fees:

Handling Charge Structure for Deposit Services				
Gross Amount Deposited	Credit/Debit Deposits via Web/Mobile App	Credit/Debit Deposits via Phone	Credit/Debit Deposits via Lobby Kiosk	Cash Deposits via Lobby Kiosk
\$0.01 - \$19.99	\$4.95	\$6.95	\$4.95	\$4.00
\$20.00 - \$99.99	\$7.95	\$9.95	\$7.95	\$4.00
\$100.00 - \$199.99	\$9.95	\$11.95	\$9.95	\$4.00
\$200.00 - \$300.00	\$11.95	\$13.95	\$11.95	\$4.00

2
3
4
5
6
7
8
9

RESOLUTION: Authorize the Winnebago County District Attorney’s Office to Accept a Department of Justice Grant in the Amount of \$897,863 and Approve the Transfer of \$297,214 into Various Accounts as Described in the Attached Budget Transfer Form

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10 **WHEREAS**, the Winnebago County District Attorney’s Office applied for a grant from the Department of
11 Justice to continue to identify and respond to the needs of persons with a Substance Abuse Disorder (SUD) who are
12 currently excluded from diversion programs; and

13 **WHEREAS**, on December 22, 2021 the District Attorney’s Office was notified that it was awarded a grant in
14 the amount of \$897,863 effective October 1, 2021 through September 30, 2024. The grant is titled “Stimulant and
15 Opioid Addiction Recovery”; and

16 **WHEREAS**, this grant will allow the Winnebago County District Attorney’s Office to develop a diversion
17 strategy for people with a Substance Abuse Disorder and felony drug-possession cases, using evidence-based
18 components, and will improve data infrastructure; and

19 **WHEREAS**, the Winnebago County District Attorney’s Office will engage several stakeholders, including
20 local justice, health, and service agencies, and community-based service providers to bridge the gap in SUD-
21 treatment options, create better screening procedures, provide assistance to participants while in custody, rapidly
22 provide treatment resources to participants, and develop data tools to improve screening for SUD.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes the Winnebago County District Attorney’s Office to accept a Department of Justice grant in the amount of
25 \$897,863 for response to individuals with Substance Abuse Disorders who are currently excluded from diversion
26 programs and approves the transfer of \$297,214 into the various accounts as described in the attached Budget
27 Transfer form.

28

29 **Fiscal Impact:** A budget transfer of \$297,214 into the various accounts as described in the attached Budget Transfer
30 form is needed, but the net budget impact is neutral.

31

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

34 Committee Vote: **5-0**

35 Respectfully submitted by:
36 **PERSONNEL AND FINANCE COMMITTEE**

37 Committee Vote: **4-0**

38

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

40

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

42

43 _____
44 Jonathan D. Doemel
45 Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: January 18, 2022
TO: Judiciary & Public Safety Committee
FROM: District Attorney
RE: Acceptance and Budget Transfer of “Stimulant and Opioid Addiction Recovery” grant

Background:

The District Attorney’s Office has applied for a new grant from the Department of Justice, Office of Justice Programs on July 9, 2021. The ultimate goal in applying for this grant is to continue to identify and respond to the needs of persons with Substance Use Disorder (SUD) who are currently excluded from diversion programs.

On December 22, 2021, the District Attorney’s Office was notified that they were awarded a grant from the Department of Justice, titled “Stimulant and Opioid Addiction Recovery”. The grant that has been awarded is in the amount of \$897,863.00 for a total of three years to run from October 1, 2021 through September 30, 2024.

Policy Discussion:

Wisconsin has seen a large increase in fatal drug overdoses, increasing by 40% 2014-2019. Winnebago County, Wisconsin, had 37 fatal overdoses in 2020, 11 involving methamphetamine and 28 involving fentanyl. Many persons with a Substance Use Disorder (SUD) in the county have justice-system contact; 1454 received SUD services in 2020. Winnebago Co. has no diversion program for defendants with felony drug-possession charges, whom this proposal targets; in 2018–2019, there were 393 unique cases in Winnebago Co. with felony drug-possession the highest charge on the case.

The stakeholder-centered project, called Stimulant and Opioid Addiction Recovery (SOAR), will develop a diversion strategy for people with SUD and felony drug-possession cases, using evidence-based components, and will improve data infrastructure. The project will engage many stakeholders, including local justice, health, and service agencies, and community-based service providers. Pragmatic field tests of process improvements will document performance and feasibility of implementation. Coordinated services will target eligible populations. Increasing uptake of treatment services (including MAT) and increasing coordination among service systems will reduce SUD, support recovery, and reduce recidivism.

The ultimate goal is to identify and respond to the needs of persons with SUD who are currently excluded from diversion programs. The programmatic goals are (1) bridge the gap in SUD-treatment options by implementing a diversion program specific to felony charges associated with possession of stimulants and opioids; (2) partner with peer-support services (PSS) and recovery coach (RC) agencies to strengthen participants’ probability of successful recovery from an SUD; and (3) create better screening procedures to accurately assess the needs of this population, specifically those with felony drug-possession charges. Subsidiary objectives include screening potential participants at first point of contact; providing

participants access to RCs and PSSs while in-custody; rapidly providing treatment resources to participants; developing data tools to improve screening for SUD; and gathering perspectives on program processes from staff, providers, and participants.

Products and deliverables.

- o Improved data collection to characterize and respond to SUD.
- o A screening tool for treatment and diversion for persons with SUD.
- o Improvements in domains important to the justice system, social-service agencies, the community, and SUD-involved persons, such as increased treatment engagement and reduced recidivism.
- o Reports on what works (and doesn't work) to inform implementations in other settings.

Requested Action:

Motion to approve acceptance of the funds from the US Department of Justice and budget transfer for the expenditure of the funds in 2022.

Attachments:

- Budget Transfer

BUDGET TRANSFER

District Attorney

Jan-22

DEPARTMENT NAME

	Date <u>2/14/22</u>		Date <u>2/14/2022</u>
Department Requesting - Signature		Approval - County Executive	
<u>W. Thomas Ellis</u>	<u>2/14/2022</u>	<u>Paul Ramm</u>	<u>3-3-2022</u>
Committee of Jurisdiction Signature	<u>5-0</u>	Approval - Personnel & Finance Committee Vote:	<u>4-0</u>
	<u>2-22-22</u>	Approved - Information Systems Committee	
Reviewed by Finance Dept.:		Committee Vote:	
Approved - Facilities & Prop Mgmt Committee			
Committee Vote:			

ACCOUNT NUMBER

Org	Object	Project	Line Description	I=Incr D=Decr	Amount (Whole dollars only)
1101	420018	0172	Dept of Justice-Stimulant and Opiod Recovery	I=Incr	297,214.00
1101	52002	0172	Automobile Allowance	I=Incr	24.00
1101	52004	0172	Commerical Travel	I=Incr	1,602.00
1101	52005	0172	Meals	I=Incr	570.00
1101	52006	0172	Lodging	I=Incr	1,548.00
1101	52007	0172	Other Travel	I=Incr	145.00
1101	53580	0172	Small Equipment Technology	I=Incr	2,000.00
1101	53000	0172	Office Supplies	I=Incr	1,440.00
1101	55000	0172	Medical and Dental	I=Incr	122,000.00
1101	55014	0172	Professional Services	I=Incr	65,000.00
1101	55030	0172	Other Contracted Services	I=Incr	102,885.00
				-	297,214.00

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

"Stimulant and Opioid Addiction Recovery" grant has been awarded from the Department of Justice. The grant that has been awarded is in the amount of \$897,863.00 for a total of three years to run from October 1, 2021 through September 30, 2024. The ultimate goal in applying for this grant is to continue to identify and respond to the needs of persons with Substance Use Disorder (SUD) who are currently excluded from diversion programs.

ENTRY NUMBER

1 294-032022

2

3 **RESOLUTION: Approval of a Budget Transfer in the amount of \$69,412.00 for the UWO-**
4 **Fox Cities Child Care Center Addition Project Due to Project Overruns**

5

6

7

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

8 **WHEREAS**, the UWO-Fox Cities Learning Center addition project was budgeted for \$534,600, the cost to be
9 shared equally between Winnebago County and Outagamie County; and

10 **WHEREAS**, due to spiraling construction costs, the project came in over budget when it went out for bid; and

11 **WHEREAS**, five construction companies submitted bids, with the lowest construction bid being submitted by
12 Milbach Construction Services for \$544,430.00; and

13 **WHEREAS**, in addition to the \$544,430.00 construction bid, the design and engineering costs came in at
14 \$74,551.18 with an additional 10% contingency at \$54,430.00 totaling approximately \$673,424.00; and

15 **WHEREAS**, the difference between the original bid figure of \$534,600.00 and the new bid figure of
16 \$673,424.00 totals \$138,824.00; and

17 **WHEREAS**, with Winnebago County and Outagamie County equally sharing the expenses, Winnebago
18 County's share of the overrun totals \$69,412.00.

19

20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
21 approves a budget transfer of \$69,412.00 for the UWO-Fox Cities Child Care Center addition project due to project
22 overruns.

23

24 **Fiscal Note:** \$69,412 will be transferred from the contingency fund to this project. This will leave a balance of
25 \$230,588 in the contingency fund for 2022.

26

27 Respectfully submitted by:

28 **FACILITIES AND PROPERTY MANAGEMENT**
29 **COMMITTEE**

30 Committee Vote: **5-0**

31 Respectfully submitted by:

32 **PERSONNEL AND FINANCE COMMITTEE**

33 Committee Vote: **4-0**

34

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

36

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

38

39

40

41

Jonathan D. Doemel
Winnebago County Executive

BUDGET TRANSFER

Month/Year

UWO-Fox Cities Campus

March 2022

DEPARTMENT NAME

Signature: <u>Mark E. Endel</u> Department Requesting - Signature	Date: <u>02/09/22</u>	Signature: <u>[Signature]</u> Approval - County Executive	Date: <u>2/23/2022</u>
Signature: _____ Committee of Jurisdiction - Signature	Date: _____	Signature: <u>[Signature]</u> Approval - Personnel & Finance	Date: <u>3-3-2022</u>
Committee Vote: <u>[Signature]</u> Reviewed by Finance Dept.:	Date: <u>2-11-22</u>	Committee Vote: <u>4-0</u> Approved - Information Systems Committee	Date: _____
Signature: <u>Robert Keller</u> Approved - Facilities & Prop Mgmt Committee	Date: <u>02/09/22</u>	Committee Vote: _____	Date: _____
Committee Vote: <u>5-0</u>			

ACCOUNT NUMBER

Org	Object	Project	Phase	Task	Budget Transfer Description	I=Incr D=Decr	Amount (Whole dollars only)
		4316	501		Child Care Center - Intergov't Rev	I=Incr	69,412.00
		4316	507		Child Care Center - Transfer In	I=Incr	69,412.00
		4316	204		Child Care Center - Construction	I=Incr	138,824.00
1039	59502				General Fund - Contingency	D=Decr	69,412.00
1039	59501				General Fund - Other Trans Out	I=Incr	69,412.00
							208,236.00

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

The Child Care Center capital improvements plan project is 138,824 over budget. The project will need to use \$69,412 of contingency fund balance, with the other half contributed by Outagamie County.

ENTRY NUMBER

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: 2/9/2022

TO: Facilities & Property Management and Personnel & Finance Committees

FROM: MARTIN RUDD AND JOANN RIFE

RE: ADDITIONAL CONSTRUCTION COST FOR UWO FOX CITIES CHILD CARE ADDITION

Background:

The UWO Fox Cities Child Care Learning Center Addition project was pursued due to lack of safety for the children during a life-threatening storm. Currently, the staff need to pack up infants as well as young children who can walk and get them across a parking lot and into the main campus building. Once they arrive, they still have a further distance to go to get into a safe shelter area. This is a timely process that some storms do not offer that much time to react, which presents a safety issue. This project has been budgeted for and in process dating back as far as 2014 according to preliminary drawings. This is when the feasibility study took place. This project budget was \$534,600 for Design and Engineering services and Construction between Winnebago and Outagamie County. The project's A&E firm, Martin-Riley, did a cost of probable cause during the construction document development and the project was within budget with a local construction company. Due to elevated and unpredictable construction costs we have been experiencing, the project came in overbudget when it went out to bid. Five construction companies did provide a bid cost for this project. Design and Engineering and associated costs came in at \$74,551.18 and 10% Contingency at \$54,443. The lowest cost construction bid came from Milbach Construction Services at \$544,430. Therefore, this project came in \$138,824.18 overbudget.

Policy Discussion:

The County Board is the body that approves bonding and capital project funding. These requests go through the committees of jurisdiction, Personnel and Finance Committee and the County Board. County financial rules and policies allow the reallocation of unexpended capital projects to be reallocated to an underfunded capital project subject to County Executive, committee of jurisdiction and Personnel and Finance Committee approval. It does not require full County Board approval.

Requested Action:

Therefore, we are requesting a transfer of additional funds of \$138,824.18 to proceed with the construction of this addition. Outagamie county has unanimously approved to transfer their portion of funding. The requested action is for a motion to vote for a transfer of \$138824.18 over to UWO Fox Cities – Child Care Addition (Construction phase) project to start and complete the construction phase for this project.

Committee Action:

Attachments:

Budget Transfer Request

1 295-032022

2

3 **RESOLUTION: Approval of a Budget Transfer in the Amount of \$19,580 for a Feasibility**
4 **Study Addressing Design of Necessary System Improvements in the**
5 **Science Wing Addition at UWO Fox Cities**

6

7

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

9 **WHEREAS**, incorrectly sized fume hoods were installed by the contractor in the science wing addition in
10 1996 at UWO Fox Cities; and

11 **WHEREAS**, the air handling units have operated inefficiently and proper air draw to effectively utilize the
12 hoods has been inadequate; and

13 **WHEREAS**, the state of the fume hoods hinders operations, particularly for microbiology labs; and

14 **WHEREAS**, the fume hoods do not meet safety standards, necessitating a feasibility study addressing
15 design of necessary system improvements.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 approves a budget transfer in the amount of \$19,580 for a feasibility study to be completed within three months that
19 addresses design of necessary system improvements in the science wing addition at UWO Fox Cities.

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funds to pay for this
21 Capital Project be advanced from the General Undesignated Fund or be reimbursed from a subsequent bond issue if
22 the project is funded with a bond issue.

23

24 Fiscal Impact: Either the general undesignated fund will be decreased by \$19,580 or this amount will be reimbursed
25 from a subsequent bond issue if the project is funded with a bond issue.

26

27

28 Respectfully submitted by:

29 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

30 Committee Vote: **5 - 0**

31 Respectfully submitted by:

32 **PERSONNEL AND FINANCE COMMITTEE**

33 Committee Vote: **3-1**

34

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

36

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

38

39

40 _____
41 Jonathan D. Doemel
42 Winnebago County Executive

43

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: February 9, 2022
TO: Facilities & Property Management and Personnel & Finance Committees
FROM: Martin Rudd and JoAnn Rife
RE: Transfer of Funds for UWO Fox Cities – Fume Hood Replacement in the Science Wing

Background:

Project Description:

- Replacement of fifteen (15) fume hoods in Science Labs 1026, 1054, 1068, and 1082.

Project Justification and Operating impact:

- Incorrectly sized fume hoods to match ductwork size and HVAC equipment were installed by the contractor in the Science Wing Addition in 1996. Subsequently, the air handling units have operated inefficiently and proper air draw to effectively utilize the hoods has been inadequate. In 2018, August Winter evaluated the original project drawings and concluded that the properly sized hoods were specified, but not installed.
- The fumes hoods are now 25 years old(some older) and are not working properly in addition to the inadequate air circulation.
- The current state of the fume hoods hinders preparation operations, particularly for microbiology labs.
- The current state of the fume hoods hinder the students ability to use the fume hoods, therefore some lab exercises cannot be done.

Student labs would receive Hamilton Laboratory Solutions, Concept Fume Hoods.

Chemistry support lab would receive Hamilton Laboratory Solutions, Pioneer Fume Hoods

Current State

The fume hoods do not currently meet safety standards.

- A study to evaluate the maximum airflow conditions is necessary
- Test all supply, return and exhaust hoods, grilles, fans, and associated airside components and document results.
- Work with an HVAC Engineer to develop a conditions assessment including energy savings opportunities.
- Identify potential issues for an efficient operating system.
- Concern with current hoods passing inspection.

This project was scheduled to take place in 2021, however other factors came into play. With further investigation, a HVAC performance evaluation was recommended after key players came together to provide updated pricing to fund the project. We are looking to transfer the Equipment funds of \$232,400, so we can start this project.

Policy Discussion:

The County Board is the body that approves bonding and capital project funding. These requests go through the committees of jurisdiction, Personnel and Finance Committee and the County Board. Allocating the funds to proceed with the Nature Center project is subject to County Executive, committee of jurisdiction and Personnel and Finance Committee approval. It does not require full County Board approval.

Requested Action:

The requested action is for a motion and vote to approve the transfer of the budgeted funds for the UWO-Fox Cities Fume Hood Replacement project.

Committee Action:

The Facilities Committee passed this with a vote of 5/0. Upon further clarification as to the status and discussion, the funding request was modified to provide funding for only the feasibility study portion of the project. Once the scope of work is fully determined, UWO-FC will return to the committees for funding for the rest of the project. Personnel and Finance Committee passed the reduced funding level with a vote of 3/1.

Attachments:

Budget Transfer Request

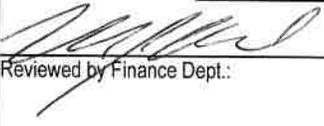
BUDGET TRANSFER

Month/Year

UWO-Fox Cities Campus

February 2022

DEPARTMENT NAME

	Date		Date
Department Requesting - Signature _____		Approval - County Executive _____	
Committee of Jurisdiction - Signature _____		Approval - Personnel & Finance _____	
Committee Vote: _____		Committee Vote: _____	
 Reviewed by Finance Dept.: _____	3-4-2022	Approved - Information Systems Committee _____	
		Committee Vote: _____	
Approved - Facilities & Prop Mgmt Committee _____			
Committee Vote: _____			

ACCOUNT NUMBER

	Project	Phase	Task	Budget Transfer Description	I=Incr D=Decr	Amount (Whole dollars only)
Science Rooms Fume Hood Replacement		501		Intergovernmental Revenue	I=Incr	9,790.00
		502		Face value debt	I=Incr	9,790.00
		201		Project Determination	I=Incr	19,580.00
						19,580.00

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

The Science Rooms Fume Hood Replacement project is in the 2022-2026 Capital Improvements Plan \$232,400 for the entire project. However, at this time only the feasibility study is being created. Construction costs will be sent back to the committees & boards at a later date.

ENTRY NUMBER

1 296-032022

2 **RESOLUTION: Approve Ground Lease between Volatus Infrastructure, LLC and**
3 **Winnebago County**

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

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

9 **WHEREAS**, Volatus Infrastructure, LLC intends to construct an Electric Vertical Takeoff and Landing
10 (eVTOL) site at Wittman Regional Airport; and

11 **WHEREAS**, said Agreement shall be for a period of twenty (20) years, from April 1, 2022, through March 31,
12 2042; and

13 **WHEREAS**, Volatus Infrastructure, LLC agrees to pay Winnebago County \$1,332.16 per year, with an
14 increase equal to the change in CPI-U at the end of each three-year interval.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 approves execution by the Winnebago County Executive and Winnebago County Clerk of the attached Ground
17 Lease Agreement between Volatus Infrastructure, LLC and Winnebago County for the purpose of constructing
18 eVTOL improvements at Wittman Regional Airport.
19

20
21 **Fiscal Note:** This agreement will produce revenue of approximately \$1,332.16 in 2022, which is additional revenue
22 than what is included in the approved 2022 budget, and similar amounts adjusted for inflation in the remaining years
23 of the lease.
24

25 Respectfully submitted by:

26 **AVIATION COMMITTEE**

27 Committee Vote: **5-0**

28 Respectfully submitted by:

29 **PERSONNEL & FINANCE COMMITTEE**

30 Committee Vote: **4-0**

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

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

35
36 _____
37 Jonathan D. Doemel
38 Winnebago County Executive
39

DATE: MARCH 15, 2022

TO: WINNEBAGO COUNTY BOARD OF SUPERVISORS

FROM: JIM SCHELL, AIRPORT DIRECTOR

RE: VOLATUS INFRASTRUCTURE, LLC GROUND LEASE AGREEMENT

Background:

Volatus Infrastructure, LLC is a company engaged in the construction of vertiport facilities across the country which will provide the ecosystem necessary for Electric Vertical Takeoff and Landing (eVTOL) aircraft to operate point to point transportation services. As an emerging technology, eVTOL aircraft manufacturers and operators are currently seeking FAA authorization for the operational use of these aircraft types. Many industry experts forecast this technology to be in use for commercial passenger operations by 2023.

Volatus, as a company, has a mission to provide the operators of these aircraft a site specifically designed to meet their operational needs and electric charging requirements. It is their intention to make Wittman Regional Airport and Oshkosh their first operational location in the U.S.

This lease agreement is for a term of twenty (20) years, commencing on April 1, 2022 and ending on March 31, 2042. The land rental fee for 2022 is \$1,332.16 per year. Fees are adjusted every three years by the percentage change of the Consumer Price Index – Urban Consumers.

Policy Discussion:

This Ground Lease Agreement permits Volatus Infrastructure, LLC to construct a building, landing pad, charging station and vehicle parking lot on airport property. These improvements and operational area would be the first of their kind at Wittman Regional Airport.

There were a number of sites evaluated on the airport in which to locate this development. The site chosen, as depicted in the lease exhibit, provides users with good vehicular access off 20th Avenue, close proximity to the General Aviation Terminal and various other transient aircraft services available to the flying public only on the north side of the airfield.

Requested Action:

Approve the Ground Lease Agreement between Volatus Infrastructure, LLC and Winnebago County

Committee Action:

The agenda item will first be considered at the March 2, 2022 Aviation Committee Meeting.

Attachments:

Volatus Infrastructure, LLC Ground Lease Agreement

GROUND LEASE
BETWEEN
WINNEBAGO COUNTY
AND
VOLATUS INFRASTRUCTURE, LLC

1. Parties. This Lease Agreement executed this ___th day of _____, 2022, by and between WINNEBAGO COUNTY, a State of Wisconsin Municipal Corporation, Oshkosh, Wisconsin 54901, hereinafter referred to as "LESSOR" and VOLATUS INFRASTRUCTURE, LLC, hereinafter referred to as "LESSEE".
2. Lease Agreement. The LESSOR hereby agrees to and does lease unto the LESSEE and the LESSEE agrees to and hereby does lease from the LESSOR the premises hereafter described for the term and at the rental and upon the conditions hereinafter set forth.
3. Description of the Leased Premises.

The leased premises consisting of 8,326 square feet more or less, outlined in red, is depicted in Exhibit "A" attached hereto and incorporated herein by reference, Exhibit "A" being a site plan prepared by the LESSEE.

The leased premises measures approximately 66 feet by 111 feet for construction of a building, landing pad, charging station, vehicle parking lot and access drive and will be located at the following approximate coordinates as depicted on the attached Exhibit A:

Northwest Corner: 43° 59' 41.39" & N 88° 32' 59.22" W

Northeast Corner: 43° 59' 41.39" N & 88° 32' 58.40" W

Southeast Corner: 43° 59' 40.30" N & 88° 32' 58.40" W

Southwest Corner: 43° 59' 40.30" N & 88° 32' 59.22" W
4. Length of Lease.
 - a. Term. This lease shall be for a term of twenty (20) years commencing on April 1, 2022

and ending on March 31, 2042.

- b. Right Upon Termination. At the end of the initial term and any option terms of the lease, paragraph 21 herein entitled "LESSEE's Rights Upon Termination" shall apply.
5. Rent. LESSEE agrees to pay rental during the term of this agreement as follows:
- a. Land Area. For each square foot of land as described in paragraph 3 the rental shall be sixteen cents (\$0.16) per square foot per year, or \$1,332.16 per year.
 - 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. Vertiport. LESSEE understands the primary use of the premises shall be as an eVTOL (electric vertical takeoff and landing) operations site. LESSEE shall comply with all current and future Federal Aviation Administration (FAA) policy, regulations and advisory circulars on proper siting and operation of vertiports.
 - b. Use of Common Facilities. LESSEE is authorized to use in common with others, existing and future aeronautical facilities at Wittman Regional airport, subject to the Airport's rules and regulations and federal aviation regulations applicable to all such users in common.
 - c. Cost of Improvements. The cost of construction of all improvements to the leased site areas shall be borne by the LESSEE.
 - d. Subsequent Alterations. LESSEE shall have the right during the term of this lease to

make alterations to existing improvements, attach fixtures, and erect additional structures in or upon the leased premises, provided however that no such alterations, etc. shall be commenced prior to obtaining LESSOR's written approval and further provided that the initial improvements contemplated herein, and all such alterations, fixtures or additional structures shall be subject to the provisions of paragraph 20 herein entitled LESSOR'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 runways, taxiways, terminal building and parking aprons, obstruction lights, runway and taxiway lighting, security lighting, and airport security fencing.
- b. Snow Removal, etc. LESSOR agrees that it shall keep the public areas of the Airport free from obstructions, including the clearing and removal of snow, grass, stones or other foreign objects, as reasonably necessary and with reasonable promptness in accordance with the established priorities for runways, taxiways, ramps, access roads and areas immediately adjacent thereto for the safe, convenient and proper use of the Airport by LESSEE and others.

8. Obligations of LESSEE.

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

premises. LESSEE accepts the leased premises in their present condition and agrees to repair and maintain any improvements, fixtures, or any other object on the leased premises without expense to LESSOR. LESSEE further agrees to remove or cause to be removed at LESSEE's expense, any trash, garbage or debris generated by LESSEE's use of the leased premises except temporarily in connection with collection or removal of same.

- b. Construction of Improvements. LESSEE agrees to commence construction of the improvements described in Paragraph 3 within 120 days of execution of this lease.
- c. Outside Storage. LESSEE may keep reasonable equipment and materials within the leasehold area in locations susceptible to view by the public, at the discretion of the LESSOR. Any equipment or materials stored within the leasehold of the LESSEE found objectionable to the LESSOR shall be subject to paragraph 16, "Default", of the Lease Agreement.
- d. Lighting and Signs. LESSEE shall secure in advance written approval from LESSOR before placing any exterior lighting or exterior signs on the leased premises.
- e. Compliance with Federal Aviation Regulations and Transportation Security Administration Directives. LESSEE agrees to comply with Transportation Security Administration (TSA) 49 CFR 1542, Airport Security, as applicable to Wittman Regional Airport or any successor regulations and the LESSOR's policies, present or future, as outlined in the LESSOR's Rules & Regulations. LESSEE further agrees that any fines, costs of defense, including reasonable attorney's fees, disbursements, or any other expenses incurred by LESSOR through enforcement of 49 CFR 1542, or other TSA directives, because of acts by LESSEE, its employees, agents, suppliers, contractors, sub-contractors, guests, or patrons shall be paid by LESSEE on demand of LESSOR. LESSOR shall retain the right to materially alter the terms of this Lease agreement or, in

the alternative, to terminate this Lease agreement pursuant to the terms of paragraph 20, herein, should any changes in federal or state law or regulation require such alteration or termination.

- f. LESSEE'S Taxes. LESSEE shall promptly pay any and all taxes and assessments levied on or against LESSEE's property on said premises, and all licenses, permits, fees, occupational and inspection fees assessed or charged against said premises of either party to this lease by reason of the LESSEE's use or occupancy of said premises, and the LESSEE shall hold the LESSOR free and harmless from any loss, damage, or expense, including reasonable attorney's fees, arising out of or by reason of any charges specified in this subparagraph.
- g. Compliance With Laws, etc. LESSEE agrees to comply with all laws, ordinances, rules and regulations promulgated by LESSOR and any governmental unit having jurisdiction, applicable to the use of said premises and to use said premises in compliance therewith.
- h. Liens. LESSEE agrees to promptly pay all sums legally due and payable on account of any labor performed on or materials furnished, caused by the LESSEE or his agents or assigns, for the leased premises. LESSEE shall not permit any liens to be placed against the premises on account of labor performed or material furnished and in the event such a lien is placed against the premises, LESSEE agrees to save LESSOR harmless from any and all such asserted claims and liens and to remove or cause to be removed any and all such asserted claims or liens as soon as reasonably possible.
- i. Repair of Premises. LESSEE shall at its sole expense keep, maintain and repair the leased premises, any improvements thereto and all equipment in a good and well-maintained condition consistent with good business practice and in a manner which will preserve, enhance and protect the general appearance and value of the leased premises, and of the Airport. Failure to maintain and repair shall be deemed a default under this

Lease. In the event LESSEE fails to comply with this subparagraph, LESSOR shall issue a written notice to LESSEE regarding its failure to maintain and repair. The notice must state with reasonable specificity (1) the nature of LESSEE's failure to keep, maintain or repair, and (2) the remedy required by LESSOR to cure the default. In the event that LESSEE fails within thirty (30) days after receipt of LESSOR's default notification under this paragraph, to commence appropriate action to cure such default, LESSOR shall have the right thereafter to terminate this lease immediately, or in the alternative, to cure said default in an efficient, effective, and good workmanlike manner, and to assess the costs thereof against LESSEE. LESSEE hereby agrees to pay any and all such assessments, including all costs, disbursements and reasonable attorney's fees incurred by LESSOR in curing said default within thirty (30) days after LESSOR's demand. Provided, however, that if LESSEE commences appropriate action to cure a default as soon as reasonably possible thereafter, LESSOR shall have the option of declaring LESSEE in default and proceeding to cure the provision herein or permitting LESSEE to proceed with curing the failure to maintain or repair if LESSEE is proceeding in a reasonable manner to do so.

- j. Non-Assignment. LESSEE shall not at any time assign any part of this agreement; nor sublease the premises without consent of the LESSOR, which shall not be unreasonably withheld; nor assign any of the leased premises.
 - k. Utilities. LESSEE agrees to install or cause to be installed on the leased premises, meters for all utilities to be used on the premises, and to pay any and all costs and expenses incurred as a result of the installation and use of such utilities.
 - l. Security. The parties hereby agree that LESSEE assumes all responsibility and obligation for providing security on the leased premises.
9. Quiet Enjoyment. LESSOR covenants, warrants, and represents that it has full right and power to execute and perform this Lease and to grant the estate leased herein and that LESSEE, upon

payment of rent herein specified and performance of the covenants and agreements herein contained, shall peaceably and quietly have, hold and enjoy the leased premises during the full term of this lease, subject to LESSOR's right to inspect the premises as stated in Paragraph 10 hereunder.

10. Arbitration:

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

- v. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, relating to the discovery procedure including, but not limited to, witness, reporter's fees for depositions, photocopying fees, postage fees, and delivery fees.
- vi. In issuing any ruling regarding any arbitration matter, the arbitrator shall issue a written decision which shall include written findings of fact and conclusions of law.
- vii. The proceeding and arbitration shall be governed by the law of the State of Wisconsin including, specifically, Chapter 788, Wis Stats.

11. LESSOR's Right of Entry. LESSOR, its agents, and employees shall have the right to inspect the leased premises at any reasonable time for the purpose of examining same and to ascertain if they are in good repair. Prior to any inspection by the LESSOR, it shall arrange with the LESSEE for a suitable time to make such inspection, except in emergency situations such as fire or other conditions hazardous to property or life.

12. Civil Rights Assurances. LESSEE, in the use of the leased premises for themselves, their personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that: (1) no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of sex, race, color, creed, physical condition, developmental disability, sexual orientation, national origin or ancestry shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the LESSEE shall use

the premises in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended; (4) that the LESSEE shall use the premises so as not to be in contravention of Section 942.04, Wisconsin Statutes; (5) that the LESSOR shall not discriminate in its employment practices in contravention of Section 111.322, Wisconsin Statutes. LESSEE, in the conduct of its authorized business activities on said demised premises and on said Airport, shall furnish good, prompt and efficient services adequate to meet the demands for its service at the Airport, and shall furnish such service on a fair, equal and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or service; provided, however, that LESSOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

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

the LESSOR to the holding over of the demised premises by the LESSEE.

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

15. Condemnation.

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

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

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

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

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

18. Future Development.

- a. LESSOR reserves the right to further develop or improve the Airport in LESSOR's sole discretion, regardless of the desires or opinions of LESSEE, except Lessor cannot cause material devaluation of Lessee's property by said development. LESSOR further reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstructions, together with the right to prevent LESSEE from erecting or causing to be erected any building or other structure on the leased premises which, in the opinion of the LESSOR and in its sole discretion, would limit the usefulness of the Airport or constitute a hazard to aircraft, subject to LESSEE's right to Quiet Enjoyment of the leased premises under paragraph 9 herein.

19. LESSOR's Right to Terminate.

- a. The LESSOR shall have the right to terminate this agreement in its entirety immediately upon the happening of the following events:
 - i. Filing of a petition, voluntary or involuntary, for the adjudication of LESSEE as bankrupt.
 - ii. Failure to cure failure to pay rent pursuant to the terms of this lease

- iii. Failure to cure LESSEE's obligation to commence construction of improvements within 120 days of execution of this lease.
 - iv. The making by LESSEE of any general assignment for the benefit of creditors.
 - v. The abandonment by LESSEE of its demised premises, or its conduct of aeronautical use of the premises, except in connection with its surrender to mortgagee, or other parties succeeding to LESSEE's interest hereunder, provided however, that such surrender shall be subject to prior written approval by LESSOR, and further provided that nonuse of the leased premises by LESSEE, so long as the premises available for bona fide lease or sublease for any use or purpose authorized hereunder, shall not be deemed abandonment as long as LESSEE is not in default of any of the terms of this lease.
 - vi. The lawful assumption by the United States Government or any authorized agency thereof of the operation and control or use of the Airport and facilities, or any substantial part or parts thereof. In such event, the LESSEE may elect to terminate upon failure of the LESSOR to do so.
- b. Failure of LESSOR to declare this lease terminated upon a default by LESSEE for any of the reasons set out above shall not operate to bar or destroy the right of LESSOR to cancel this lease by reason of any subsequent violation of the terms of this lease. Further, the acceptance of rental by LESSOR for any period after default of any of the terms, covenant, or conditions by LESSEE shall not be deemed a waiver of any right on the part of LESSOR to cancel this lease.

20. Mortgages and Subordination. LESSEE shall have the right at any time during the term of this agreement at its own expense to renegotiate and obtain a loan or loans which may be secured by a mortgage on the improvements to the subject premises, and LESSEE hereby agrees to so inform any bank or loaning agency prior to negotiating or obtaining a loan. In the event that LESSEE

encumbers the subject premises or any other land owned by LESSOR, said encumbrance shall be cause for immediate termination of this lease by LESSOR. Further, LESSEE agrees that in the event of such an encumbrance, it shall remove or cause to be removed, at no expense to LESSOR, said encumbrance and shall do so immediately. LESSEE further agrees that in the event such an encumbrance damages LESSOR in any way, LESSEE shall on demand reimburse LESSOR in full for said damages.

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

- a. LESSEE shall return the leased premises to LESSOR clear of all or any specifically designated improvements above ground level which have been purchased or constructed by LESSEE, its agents, employees, assigns or successors; provided, however, that LESSEE shall have thirty (30) days after termination in which to remove all such improvements or those specifically designed by LESSOR. In the event that demolition by LESSEE exceeds the thirty (30) day period, LESSEE shall pay rent at the then current rate for any excess days, or
- b. The LESSEE may negotiate the sale of the improvements existing on Airport property to the Airport or a third party. LESSOR maintains the right to approve such a sale and a new land lease, said approval not to be unreasonably withheld, or
- c. The LESSEE may, with mutual consent of the LESSOR, transfer title of said improvement in lieu of removal of the said improvements of LESSEE'S and LESSEE hereby agrees to execute all appropriate documents to vest title of said improvements to LESSOR free and clear of any and all liens and encumbrances.

22. Non-exclusive Lease. It is understood and agreed by and between the parties that LESSOR retain the privilege of entering into other agreements which may or may not be similar to this lease and which may or may not contain similar terms with other entities for the use of other Airport

facilities but this paragraph shall not be construed to abrogate LESSEE's right to Quiet Enjoyment contained herein. LESSEE hereby agrees that it will not object to, obstruct or hinder in any way LESSOR's right to enter into such agreements, even though such agreements may be adverse to LESSEE's interests.

23. Liability.

- a. Fire Liability. It is understood and agreed by the parties that in no event shall LESSOR be liable for any damages to the leased premises or to any of LESSEE's other property at this location caused by or resulting from fire,
- b. Damage By That Other Than Resulting From Fire. It is understood and agreed that LESSOR shall not be liable for any non-fire related repairs arising out of injury or damage to LESSEE's property caused by LESSEE.
- c. Insurance. LESSEE agrees, at its own cost and expense, to furnish the County Insurance Administrator with a Certificate of Insurance indicating proof of the following insurance:
 - i. Workers Compensation and Employer's Liability – with statutorily required coverage for worker compensation, and employer's liability limits at \$100,000/\$500,000/\$100,000. A waiver of subrogation will be provided in favor of the Lessor.
 - ii. General Liability Insurance - with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000/\$2,000,000 aggregate during periods of construction of improvements on the property and during periods of time when aircraft is stored upon the property or when storage buildings upon the property are used to store any large items of personal usage. This insurance shall include on the Certificate of Insurance the following coverages:

1. Premises - Operations

2. Products and Completed Operations
 3. Broad Form Property Damage
 4. Blanket Contractual
 5. Professional Liability, if applicable
- iii. Aircraft liability - with a minimum of \$1,000,000 per occurrence for Bodily Injury Liability/\$2,000,000 aggregate of combined single limit of Bodily Injury and Property Damage Liability. If LESSEE takes care, custody and/or control of planes owned by others, then LESSEE shall also carry hanger keeper liability insurance in the amount of \$1,000,000 per occurrence. Experimental Aircraft will be individually reviewed for appropriate liability limits. Such insurance shall include Winnebago County as an additional insured as it pertains to the negligence of the LESSEE. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Coordinator, 112 Otter Avenue, P.O. Box 2808 Oshkosh, Wisconsin 54903-2808. All such notices shall name the LESSEE and identify this lease agreement.
- iv. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000.00 for bodily injury and property damage for the following coverages:
1. Owned Automobiles, if applicable
 2. Hired Automobiles
 3. Non-Owned Automobiles
- v. During construction activities LESSEE and their contractors shall provide all of the above insurance requirements. During construction activities, LESSEE's contractor shall additionally provide an Umbrella Liability Policy – with limit of

\$5,000,000 per occurrence / \$5,000,000 aggregate. Umbrella policy shall follow form to underlying employer's, general, aircraft, hangar keeper's liability policies.

- vi. LESSEE shall name Winnebago County as an additional insured on all such insurance policies, unless such requirement is waived in writing by Winnebago County's Insurance Administrator.
- vii. LESSEE shall immediately inform Winnebago County of the occurrence of any events which might affect Lessee's ability to maintain minimum general liability limits as set for in subparagraph 2, above.
- viii. LESSOR may review and alter those insurance requirements pertaining to the LESSEE on an annual basis. LESSOR shall not unreasonably alter these insurance requirements pertaining to the LESSEE.

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

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

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

in the valid provisions of this agreement.

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

a. To the LESSOR:

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

b. To the LESSEE

Volatus Infrastructure
Attn: Grant Fisk
2526 Grassy Lane
Neenah, WI 54956

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.

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.

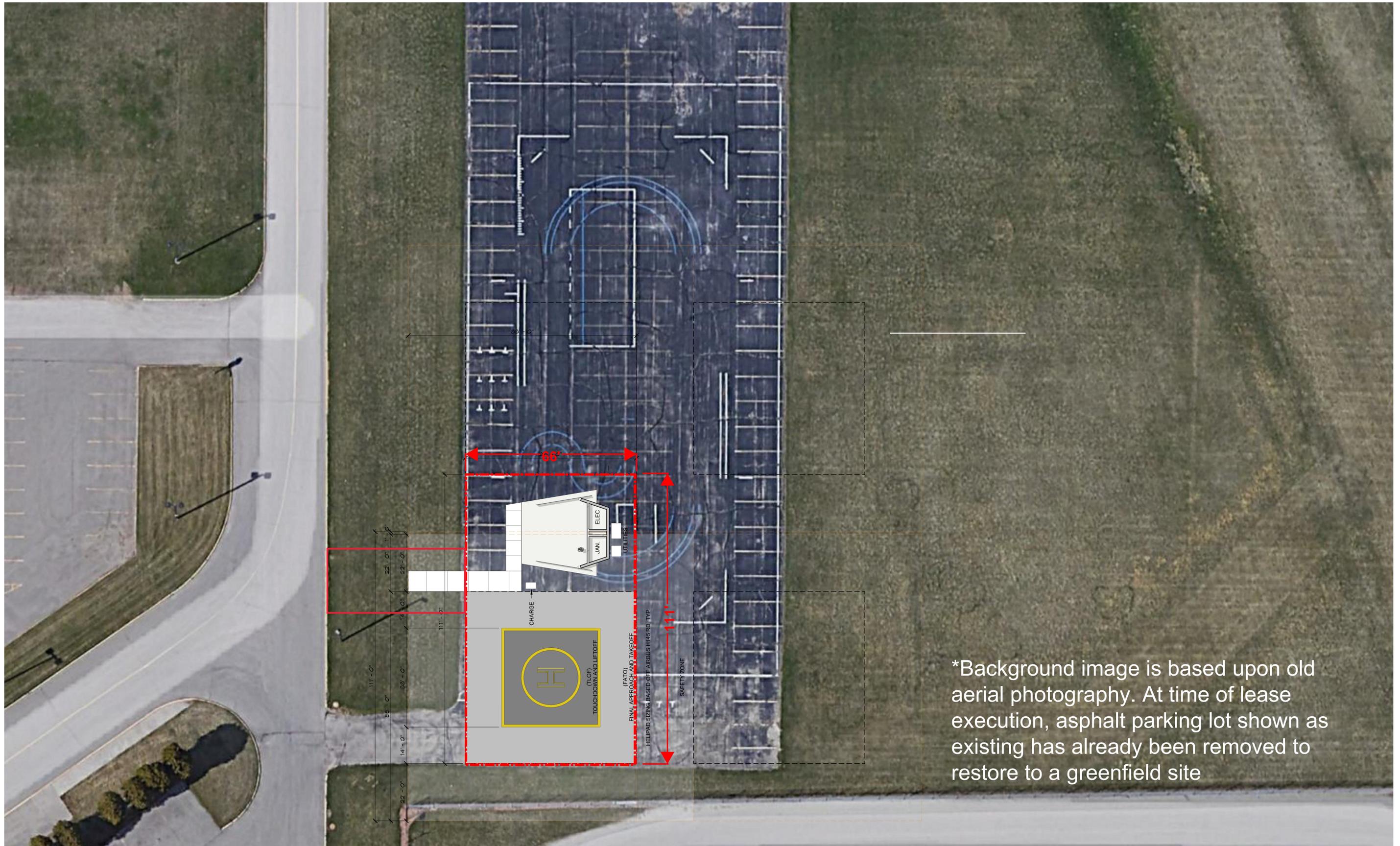
WINNEBAGO COUNTY (LESSOR)

BY: _____
Jon Doemel
County Executive

Susan T Ertmer
County Clerk

VOLATUS INFRASTRUCTURE, LLC (LESSEE)

BY: _____
Grant Fisk, Registered Agent / Founder



*Background image is based upon old aerial photography. At time of lease execution, asphalt parking lot shown as existing has already been removed to restore to a greenfield site



1 **297-032022**

2

3 **RESOLUTION: Authorize an Access and Maintenance Easement to Wisconsin Public Service**
4 **Corporation for the Purposes of Providing Upgraded Electrical Services to the**
5 **Sunnyview Exposition Center.**

6

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

8

9 **WHEREAS**, the Winnebago County Parks Department is in the process of constructing the Sunnyview
10 Exposition Center East Campus Improvements; and

11 **WHEREAS**, Wisconsin Public Service Corporation needs to install 3 new electrical transformers on the
12 Sunnyview Exposition Center site located at 500 E County Road Y, Oshkosh, WI 54901; and

13 **WHEREAS**, Wisconsin Public Service Corporation is requesting an electric underground easement in order
14 to install and maintain their electrical services on Winnebago County Park property.

15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 authorizes the proposed easement (see attached) from Wisconsin Public Service Corporation.

18

19 **Fiscal Impact:** No fiscal impact. This project is part of the existing Sunnyview Exposition Center East Campus
20 Capital Improvement Project that began in 2021.

21

22 Respectfully submitted by:

23 **PARKS & RECREATION COMMITTEE**

24 Committee Vote: **4-0**

25

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

27

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

29

30

31

32

33

34

35

36

37

38

39

40

41

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: MARCH 15, 2022
TO: COUNTY BOARD
FROM: DIRECTOR OF PARKS AND EXPO CENTER
RE: WPS ACCESS AND MAINTENANCE EASEMENT

Background:

In 2021, the Parks Department began construction on the Sunnyview Exposition Center East Campus Improvements. As part of this project, the Parks Department is upgrading and expanding the electrical service. Due to these improvements, Wisconsin Public Service (WPS) needs to upgrade 1 transformer and add 2 new transformers to the site. In order to install these services, WPS is requesting an easement in the locations of the transformers and the associated high voltage underground wires.

Requested Action:

The Parks Department recommends that the County Board approves the easement between Wisconsin Public Service and Winnebago County for the purposes of installing and maintaining transformers at the Sunnyview Exposition Center site.

Committee Action:

The Parks and Recreation Committee approved the easement and any recommended changes by Corporation Counsel at their February 22, 2022 meeting 4-0.

Attachments:

- Resolution
- Easement from WPS



Wisconsin Public Service Corporation
P.O. Box 19001
Green Bay, WI 54307-9001
www.wisconsinpublicservice.com

1/25/2022

ROW
Winnebago County, a State of Wisconsin Municipal Corporation
PO Box 2808
Oshkosh, WI 54903-2808

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation (WPSC) representative to define the location of an easement at ***500 E County Rd Y in the City of Oshkosh, County of Winnebago, State of Wisconsin.***

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow WPSC to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return one of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **3303643**.

Thank you.

Sincerely,

Katherine Troudt - Right of Way Agent
Wisconsin Public Service Corporation
(920) 433-1816
Katherine.Troudt@wecenergygroup.com

Enclosure

ELECTRIC UNDERGROUND EASEMENT

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

Part of the Parcel described in Winnebago County Register of Deeds Volume 1363 on page 456, recorded as Document Number 429697, being part of the West One Half of the Southeast Quarter (W 1/2-SE 1/4) and the East One Half of the Southwest Quarter (E 1/2-SW 1/4) of Section 25, Township 19 North, Range 16 East, **City of Oshkosh, County of Winnebago, State of Wisconsin**, as shown on the **attached Exhibit “A”**.

Return to: Wisconsin Public Service Corp. Real Estate Dept. P.O. Box 19001 Green Bay, WI 54307-9001
Parcel Identification Number (PIN) 9153000000

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

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed will be exercised presently for the proposed project. Future use of the easement is allowed for continued maintenance and upgrades of the installed equipment and materials.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]

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

Winnebago County, a State of Wisconsin Municipal Corporation

Corporate Name _____

Sign Name _____

Print name & title _____

Sign Name _____

Print name & title _____

STATE OF _____)
)SS
COUNTY OF _____)

This instrument was acknowledged before me this _____ day of _____, _____, by the above-named _____

Winnebago County, a State of Wisconsin Municipal Corporation, to me known to be the Grantor(s) who executed the foregoing instrument on behalf of said Grantor(s) and acknowledged the same

Sign Name _____
Print Name _____

Notary Public, State of _____
My Commission expires: _____

This instrument drafted by: Katherine Troudt
Wisconsin Public Service Corporation

Date	County	Municipality	Site Address	Parcel Identification Number
January 25, 2022	Winnebago	City of Oshkosh	500 E County Rd Y	91530000000
Real Estate No.	WPSC District	WR#	WR Type	I/O
1061920	Oshkosh-40	3303643	ECA	6000272

EXHIBIT "A"

NOT TO SCALE
FOR REFERENCE ONLY



1 **298-032022**

2 **RESOLUTION: Approving Budget Transfers for Miscellaneous & Unclassified Accounts**

3
4
5
6

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

7 **WHEREAS**, the Miscellaneous & Unclassified account for 2021 Taxes and Assessments is over budget by
8 \$139,514 due to unexpected special assessments to property along County Road Y and a property tax bill for space
9 formerly paid by the County's lessee; and

10 **WHEREAS**, the Miscellaneous & Unclassified account for 2021 Transfers Out is also over budget by
11 \$94,283 due to an accounting error which allowed that sum to fall to the undesignated general fund in 2020 when it
12 should have been transferred out for use in a capital project which had been approved by the Board in 2020; and

13 **WHEREAS**, the Miscellaneous & Unclassified account for Maintenance Ground is also over budget by
14 \$18,408 due to higher than expected billing by the Highway Department for clearing snow from various County
15 parking lots; and

16 **WHEREAS**, these overages, in total amounting to \$252,205, may be covered through application of \$30,500
17 in payout wages and \$7,705 in FICA Medicare expenses, which were under budget; \$40,000 in use of remaining
18 Contingency Fund balance; and \$174,000 in undesignated fund balance;

19
20 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the 2021
21 budget transfers as specified on the attached Budget Transfer form are approved.

22
23 **Fiscal Note:** \$252,205 will be transferred from available labor and contingency funds in Miscellaneous &
24 Unclassified accounts and application of \$174,000 in undesignated fund balance to cover overages in Miscellaneous
25 & Unclassified expense.

26
27 Respectfully submitted by:
28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **4-0**

30
31
32

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

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

36
37 _____
38 Jonathan D. Doemel
39 Winnebago County Executive
40

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *March 3, 2022*
TO: Personnel & Finance Committee
FROM: Mike Collard, Acting Director of Finance
RE: Budget Transfer – Miscellaneous & Unclassified

Background:

The Miscellaneous & Unclassified accounts for 2021 were over budget in three categories:

Taxes and Assessments was over budget by \$139,514. This was due to three special assessments from the City of Oshkosh for street, sidewalk, and sewer improvements along County Road Y, for which the County was assessed as a property owner, in amounts totaling \$129,113, which were not included in the budget, plus a property tax bill for the Carter's building, next to the County Administration Building, which was not budgeted because it had previously been paid by Carter's, Inc. as our tenant.

The Other Transfers Out account is over budget in the amount of \$94,283 due to an error in accounting for the NextGen911 capital project. Contingency funds were approved for this project in 2020, and the 2020 contingency funds were drawn down by this amount. However, the journal entry needed to move these funds as a transfer into the capital project was mistakenly omitted. This was not discovered until the project was closed in December 2021. The result was that even though the money had been spent, this amount fell to the undesignated general fund when 2020 accounts were closed, leaving Other Transfers Out overdrawn in 2021. The requested budget transfer will in effect move that sum back out of the undesignated general fund (where it should never have been) into the appropriate expense account as had been authorized in 2020.

Finally, Maintenance and Grounds internal expense was over budget by \$18,408 in 2021 due to higher than expected billing by the Highway Department for clearing snow from various County parking lots.

Policy Discussion:

The budget transfers needed, in the total amount of \$252,205, can be covered using a combination of sources:

Wage payouts of \$30,500 less than budgeted amount

FICA Medicare expense of \$7,705 less than budgeted amount

Contingency fund available balance of \$40,000

Undesignated general fund balance of \$174,000

Requested Action:

A motion to approve the budget transfers as presented, and to submit a resolution for approval to the County Board.

Attachments:

Draft resolution

Budget transfer form with income statement showing overages

City of Oshkosh special assessment invoices and property tax bill

November 2020 budget transfer showing reduction of contingency fund but without the balancing Transfer Out entry

2 **RESOLUTION: Establishing Salaries for Elected Officials of Winnebago County**

3
4
5
6

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

7 **WHEREAS**, the next four-year term of office will begin in January 2023 for the Winnebago County Sheriff
8 and Clerk of Courts; and

9 **WHEREAS**, section 59.22 of the Wisconsin Statutes requires that any changes in the compensation for
10 these elected positions must be adopted by the County Board of Supervisors earlier than the first date for filing
11 nomination papers for the upcoming term, which in this case is April 15, 2022; and

12 **WHEREAS**, reasonable salaries are necessary to attract well-qualified candidates to these full-time elected
13 positions; and

14 **WHEREAS**, a one-time salary increase of \$2,000, and then an increase of 3.0% each year of the term, will
15 keep salaries for these offices in line with the average salaries for the same offices paid by Wisconsin counties
16 closest in population to Winnebago,
17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the annual
19 salary rates for the following elected officials of Winnebago County for the term commencing after January 1, 2023
20 shall be as follows:

	Annual Salary	Annual Salary	Annual Salary	Annual Salary
	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
24 Sheriff	\$117,061	\$120,573	\$124,190	\$127,916
25 Clerk of Courts	\$ 90,363	\$ 93,074	\$ 95,866	\$ 98,742

26
27 **BE IT FURTHER RESOLVED**, that the above-mentioned officers be provided with County health, dental, life
28 insurance, and long-term disability insurance benefits at the same level and on the same terms and conditions as are
29 provided to the County’s appointed department heads, including any modifications which may be made from time to
30 time during the office holders’ term, and that the officers participate in the Wisconsin Retirement System on the same
31 terms as apply to other elected officials.
32

33 **BE IT FURTHER RESOLVED**, that funds to cover the cost of this action be included as part of the budgets
34 for the respective years.
35

36 **Fiscal Note:** Labor expense for the two offices combined are estimated as:

	<u>2023</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>
38 Wage Cost.....	\$207,424	\$213,647	\$220,056	\$226,658
39 Fringe Benefit Cost.....	<u>\$ 75,282</u>	<u>\$ 78,916</u>	<u>\$ 82,740</u>	<u>\$ 86,767</u>
40 Total.....	\$282,706	\$292,562	\$302,796	\$313,425

42
43
44
45
46
47
48
49
50
51
52
53
54
55

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3- 1**

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

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

Jonathan D. Doemel
Winnebago County Executive

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *March 3, 2022*

TO: *Personnel & Finance Committee*

FROM: *Mike Collard, Director of Human Resources and Acting Director of Finance*

RE: *Salaries for Sheriff and Clerk of Courts for Upcoming Term*

Background:

By April 15, 2022 the Winnebago County Board is required by law to establish the salaries for the Sheriff and the Clerk of Courts for their upcoming 2023 through 2026 terms of office. Since the regular April Board meeting will be after this date, the salaries must be established by no later than the March Board meeting.

It should be kept in mind that by law the salaries for elected positions cannot depend on the merit or tenure of the persons holding the positions. Increases should therefore be thought of as more similar to across-the-board raises, or schedule increases, than to merit raises.

Over the past four years, the Winnebago County Compensation Schedule, applicable to most non-represented employees, has been increased by the following percentages:

2022	2.0%
2021	0.0%
2020	1.5%
2019	1.5%

The average merit pay increases for salaried employees have been:

2022	3.0%
2021	2.2%
2020	2.5%
2019	2.5%

The consumer price index data (CPI-U, US city average, all items, December 2021) shows a one-year increase of 7.26% and an average increase per year over the past four years of 3.26%. The most recently-calculated measure of CPI used by the Wisconsin Employment Relations Commission for use in determining the maximum across-the-board raises that can be used in labor contracts for general employees is 4.70% (for labor contracts commencing 7/1/2022). (This maximum increase is of course not binding on us with regard to elected officials, but is just a data point for reference.)

Generally, wage increases in the past year have not kept pace with inflation. One research firm (Conference Board) estimates that average overall US compensation increases will average 3.9% in 2022, which is consistent with other figures I have seen.

I have compiled a table showing the current (2022) salaries for these elected positions for Winnebago County and for those closest to us in population:

2022 Salaries for Certain Elected Officials		
<i>Counties Selected by Population</i>		
	Sheriff	Clerk of Courts
Racine	\$108,880	\$85,439
Outagamie	\$109,331	\$90,320
Winnebago	\$111,651	\$85,731
Kenosha	\$114,742	\$94,451
Rock	\$126,803	\$81,975
Marathon	\$108,545	\$89,690
Washington	\$115,619	\$86,678
Average:	\$113,653	\$87,755
Winnebago Below Avg (%):	1.79%	2.36%
Winnebago		
Below Avg (\$):	\$2,002	\$2,024
Additional Counties:		
	Sheriff	Clerk of Courts
Brown	\$115,370	\$81,700
Wood	\$121,409	\$83,099

This shows that we are currently just slightly below average with respect to this group of reference counties.

Relevant internal comparables for these positions include appointed department heads. The current salaries and target minimums for appointed department heads and well as management sworn deputies in the Sheriff's Office are as follows:

Current (Feb 2022) Salaries of Appointed Department Heads		
and Senior Sheriff's Office Managers		
Winnebago County		
	Minimum	Current
	Salary	Salary
Director of Human Services	\$109,230	\$137,995
Corporation Counsel	\$109,230	\$122,424
Park View Administrator	\$101,138	\$102,910
Director of Human Resources	\$101,138	\$125,877
Director of Finance	\$101,138	\$113,775
Highway Commissioner	\$101,138	\$112,249
Director of Facilities	\$93,647	\$116,034
Director of Public Health	\$93,647	\$108,914
Director of Information Services	\$93,647	\$107,931
Director of Parks and Expo Center	\$93,647	\$97,467
Director of Planning & Zoning	\$93,647	\$111,314
Director of Solid Waste	\$93,647	\$108,193
Director of Land and Water Conservation	\$85,132	\$89,538
Airport Director	\$85,132	\$93,732
Director of Child Support	\$85,132	\$90,452
Director of Veterans' Services	\$74,030	\$79,203
Director of Emergency Management	\$74,030	\$75,784
Chief Deputy Sheriff	\$93,647	\$114,594
Captain	\$85,132	\$104,398
Captain	\$85,132	\$104,265
Captain	\$85,132	\$101,729
Captain	\$85,132	\$101,184

Policy Discussion:

This is a decision for the County Board with the recommendation of the Committee. The salaries for certain percentage increases are summarized below:

Percentage Increase:	3.00%				
	2022 (current)	2023	2024	2025	2026
Sheriff	\$111,651	\$115,001	\$118,451	\$122,004	\$125,664

Clerk of Courts	\$85,731	\$88,303	\$90,952	\$93,681	\$96,491
Percentage Increase:	4.00%				
	2022 (current)	2023	2024	2025	2026
Sheriff	\$111,651	\$116,117	\$120,762	\$125,592	\$130,616
Clerk of Courts	\$85,731	\$89,160	\$92,727	\$96,436	\$100,293
Percentage Increase:	5.00%				
	2022 (current)	2023	2024	2025	2026
Sheriff	\$111,651	\$117,234	\$123,095	\$129,250	\$135,712
Clerk of Courts	\$85,731	\$90,018	\$94,518	\$99,244	\$104,207
Percentage Increase:	6.00%				
	2022 (current)	2023	2024	2025	2026
Sheriff	\$111,651	\$118,350	\$125,451	\$132,978	\$140,957
Clerk of Courts	\$85,731	\$90,875	\$96,327	\$102,107	\$108,233
Percentage Increase:	7.00%				
	2022 (current)	2023	2024	2025	2026
Sheriff	\$111,651	\$119,467	\$127,829	\$136,777	\$146,352
Clerk of Courts	\$85,731	\$91,732	\$98,153	\$105,024	\$112,376

Requested Action: Approval of resolution submitted by Personnel & Finance Committee.

Committee Action: Approved one-time salary increases of \$2,000, plus 3.0% each year of the upcoming terms, for each of the two offices, by a vote of 3 – 1.

Attachments:

Resolution

2 **RESOLUTION: Approving Contract with Clifton Larsen Allen LLP for Auditing Services**

3
4
5
6

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

7 **WHEREAS**, Winnebago County is in need of financial auditing services, and for a number of years has
8 engaged the services of an accounting firm, Clifton Larsen Allen LLP, on an annual basis, to perform an audit of the
9 financial statement for Winnebago County; and

10 **WHEREAS**, with turnover in the Director of Finance and Assistant Finance Director positions, it is in the
11 County's best interest to also engage an outside accounting firm to prepare the County's Annual Comprehensive
12 Financial Report, which in previous years has been prepared by staff; and

13 **WHEREAS**, Clifton Larsen Allen LLP is willing and able to provide services for preparation of the Annual
14 Comprehensive Financial Report and the State Municipal Financial Report, and can do so under terms significantly
15 more favorable to the County under a three-year contract; and

16 **WHEREAS**, the additional cost for providing such services in 2022 has already been covered by the budget
17 transfer approved as Resolution No. 250-012022;

18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the attached
20 Purchase of Services Contract with Clifton Larsen Allen LLP is approved and may be executed by the County
21 Executive and the County Clerk.

22
23 **Fiscal Note:** No budget transfer needed. The total cost for 2022 will be \$98,250, which is \$8,250 over the
24 originally budgeted amount of \$90,000, but this is covered by the budget transfer of Resolution No. 250-012022. The
25 total cost for 2023 will be \$95,700 and the total cost for 2024 will be \$96,700.

26
27 Respectfully submitted by:
28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **4-0**

30
31
32
33 Vote Required for Passage: **Majority of Those Present**

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

36
37 _____
38 Jonathan D. Doemel
39 Winnebago County Executive
40

WINNEBAGO COUNTY PURCHASE OF SERVICES CONTRACT

RE: Audit Services

THIS AGREEMENT, by and between Winnebago County, hereinafter referred to as "COUNTY" (whether a department, board, or agency thereof), and Clifton Larsen Allen LLP, hereinafter referred to as "CONSULTANT."

WITNESSETH:

WHEREAS the COUNTY, whose address is 415 Jackson Street, Oshkosh, WI 54901, desires to purchase services from the CONSULTANT for the purpose of Auditing Services and other financial reporting services as outlined in RFP F101-17 and engagement letter attached hereto as Schedule A; and

WHEREAS the CONSULTANT whose address is 311 Financial Way, Suite 100, Wausau, WI 54401, is able and willing to provide such services;

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

1. **TERM:** The term of this Agreement shall be effective on the date on which the last of the signatories to sign this contract signs it and shall terminate as of the 31st day of 2024, unless sooner agreed upon by the parties. In the event, the CONSULTANT shall complete its obligations under this Agreement not later than the 31st day of 2024, and upon its failure to do so, the COUNTY may invoke the penalties set forth in the bid specifications, RFP, RFQ, or Schedule A. The COUNTY shall not be liable for any services performed by CONSULTANT other than during the term of this Agreement.
2. **SERVICE TO BE PROVIDED:** CONSULTANT agrees to the following
 - services detailed in the bid specifications (RFB) # _____ ; or
 - request for proposals (RFP) #F101-17 and the response thereto, if any; or
 - request for quotes (RFQ) # _____ , and the response there to, if any; or
 - Schedule A,attached hereto, and incorporated herein by reference.

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

3. **ASSIGNMENT**: CONSULTANT shall not assign any interest or obligation in this Agreement and shall not transfer any interest or obligation in this Agreement, whether by assignment or novation, without the prior written consent of the COUNTY unless permitted otherwise by the bid specifications, RFP, RFQ, and/or Schedule A.
4. **TERMINATION**: If, through any cause, the CONSULTANT shall fail to fulfill in timely and proper manner its obligations under this Agreement or, if, the CONSULTANT shall violate any of the covenants or stipulations of this Agreement, the COUNTY shall thereupon have the right to terminate this Agreement by giving a thirty (30) day written notice to the CONSULTANT of such termination, and shall specify the effective date thereof. There shall be no other termination or cancelation of this Agreement during its term, without the prior written consent of both parties unless specifically permitted otherwise by the bid specifications, RFP, RFQ, or Schedule A.
5. **UNFINISHED WORK**: In the event the COUNTY exercises its unilateral right to terminate this Agreement for cause in the manner provided for in Paragraph 4, above, all finished or unfinished documents, services, papers, data, products, or the like prepared, produced, or made by the CONSULTANT under this Agreement shall, at the option of the COUNTY, become the property of the COUNTY, and the CONSULTANT shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents, services, papers, data, products, or the like. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of this Agreement by the CONSULTANT, and the COUNTY may withhold any payments to the CONSULTANT for the purpose of set-off.
6. **FAILURE TO APPROPRIATE FUNDS**: The failure of the Winnebago County Board of Supervisors to appropriate sufficient funds in any year covered by this Agreement shall automatically terminate this Agreement.
7. **TERMS OF PAYMENT**: The COUNTY will pay the CONSULTANT for all the aforementioned work the sum of \$98,250 for work done in 2022 for the 2021 fiscal year; \$95,700 for work done in 2023 for the 2022 fiscal year; and \$96,700 for work done in 2024 for the 2023 fiscal year (\$_) upon satisfactory completion of the work and performance of this contract. All goods and services delivered prior to December 31st must be invoiced to

COUNTY by January 31st of the subsequent year or the invoice will be subject to a 10% deduction for late billing.

8. **WISCONSIN LAW CONTROLLING**: It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling.

9. **ARBITRATION**:

A. This Agreement shall be covered by the laws of the State of Wisconsin.

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

10. **CONSULTANT EFFICIENCY:** CONSULTANT shall commence, carry on, and complete its obligations under this Agreement with deliberate speed and in a sound, economical, and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, the CONSULTANT agrees to cooperate with the various departments, agencies, employees, and officers of the COUNTY.
11. **CONSULTANT:** CONSULTANT shall not subcontract any work pursuant to this Agreement without the prior written consent of COUNTY. CONSULTANT shall maintain a written list of all subCONSULTANTS and suppliers performing labor or supplying materials under this Agreement and shall make the list available to COUNTY upon request. COUNTY, at its option, may make direct payments to subCONSULTANTS for various services performed pursuant to this Agreement or, alternatively, may issue a two-party check to CONSULTANT and his subCONSULTANTS.
12. **CONSULTANT:** CONSULTANT shall comply with any bonding requirements, which may be applicable pursuant to § 779.14(1m), Wis Stats.
13. **CONSULTANT:** CONSULTANT shall pay all legitimate claims for labor performed and materials furnished, used or consumed in making any public improvements or performing any public work pursuant to this Agreement. Failure to comply with this provision, if applicable, may subject CONSULTANT to criminal penalties pursuant to §§ 779.16 and 943.20, Wis Stats.
14. **CONSULTANT EMPLOYEES:** CONSULTANT agrees to secure at CONSULTANT's own expense all personnel necessary to carry out CONSULTANT's obligations under this Agreement. Such personnel shall not be deemed to be employees of the COUNTY nor have any direct contractual relationship with the COUNTY.
15. **DELIVERY BY MAIL:** Notices, bills, invoices, and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
16. **HOLD HARMLESS:** At all times during the term of this Agreement, CONSULTANT agrees to indemnify, save harmless, and defend the COUNTY, its boards, commissions, agencies, officers, employees, and representatives against any and all liability, losses, damages, costs, or expenses, whether personal injury or property damage, that the COUNTY, its officers, employees, agencies, boards, commissions, and representatives may sustain, incur, or be required to pay by reason of the CONSULTANT furnishing the services or goods required to be provided under this Agreement, provided, however, that

the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of the COUNTY, it agencies, boards, commissions, officers, employees, or representatives.

17. **INSURANCE:**

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

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

If excavating, underground, or collapse is involved, the limits of liability stated above shall be changed to \$2,000,000. If Asbestos is involved, the limits of liability stated above shall be changed to \$5,000,000.

- 3) **Automobile Liability:** Insurance with a minimum limit of \$1,000,000 per occurrence/\$1,000,000 aggregate Combined Single Limit for bodily injury and property damage, and shall include coverage for all of the following:
 - a) Owned Automobiles
 - b) Hired Automobiles
 - c) Non-Owned Automobiles

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

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

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

C. Such insurance shall include under the **General Liability and Automobile Liability Policies** Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as "**Additional Insureds.**"

D. CONSULTANT shall require subCONSULTANTS, if applicable, to furnish identical Certificates of Insurance to the Winnebago County Purchasing Manager prior to the contract taking effect.

E. Such Certificates of Insurance shall include a thirty (30) day notice prior to cancelation or material policy change, which notice shall be given to:

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

All such notices will name the CONSULTANT and identify the project.

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

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

or email to: lforbes@co.winnebago.wi.us.

18. **LIMITATION EFFECT ON PAYMENTS BY COUNTY:** In no event shall the making of any payment required by this Agreement constitute or be construed as a waiver by the COUNTY of any breach of the covenants of this Agreement or a waiver of any default of the CONSULTANT, and the making of any such payment by the COUNTY while any such default or breach shall exist in no way shall impair or prejudice the right of the COUNTY with respect to recovery of damages or other remedies as a result of such breach or default.
19. **DISCRIMINATION:** During the term of this Agreement, the CONSULTANT agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee, or an applicant for employment on the basis of race, religion, sex, handicap, national origin, age, cultural differences, sexual preference, marital status, or physical appearance. Such equal opportunity shall include but not be limited to the following: employments, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation. The CONSULTANT agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this Agreement as they relate to affirmative action and nondiscrimination.
20. **AFFIRMATIVE ACTION:** CONSULTANT may be required to file an Affirmative Action Plan with the COUNTY if the CONSULTANT receives \$10,000 in annual aggregate

contracts or other such consideration of comparable worth, and CONSULTANT has ten (10) or more employees. Such plan must be filed within fifteen (15) days of the effective date of this Agreement, and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by the COUNTY.

21. **EQUAL OPPORTUNITY EMPLOYER:** CONSULTANT shall, in all solicitations for employment placed on CONSULTANT's behalf, state that CONSULTANT is an "Equal Opportunity Employer."
22. **COMPLIANCE INFORMATION:** CONSULTANT agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and nondiscrimination, which may include any books, records, or accounts deemed appropriate to determine such compliance.
23. **CONSULTANT'S LEGAL STATUS:** CONSULTANT warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so and, if a corporation, that the name and address of CONSULTANT's registered agent is as set forth opposite the heading REGISTERED AGENT on the last page of this Agreement. CONSULTANT shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and the CONSULTANT's legal status.
24. **COMPLIANCE WITH WISCONSIN PUBLIC RECORDS LAW:** Consultant understands that Winnebago County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36 (3), County may be obligated to produce to a third party the records of a Consultant that are "produced or collected" by the Consultant under this Agreement ("Records"). Consultant is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and Consultant acknowledges that it has read and understands that definition. Notwithstanding any other term of this Agreement, Consultant 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. Consultant's failure to retain and produce Records as required by this paragraph shall constitute a material breach of this Agreement, and Consultant must defend and hold County harmless from liability due such breach.
25. **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.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have executed this Agreement and its Schedules as of the day and date first set forth above.

FOR THE PROVIDER:

Date

Date

FOR WINNEBAGO COUNTY:

Jonathan Doemel
Winnebago County Executive
Date

Susan T. Ertmer
Winnebago County Clerk
Date

REGISTERED AGENT:

Name

Address

City/State/Zip

Drafted by:
Mary Anne Mueller
Corporation Counsel for
Winnebago County

Revised: 07/2021



Schedule A

CliftonLarsonAllen LLP
311 Financial Way, Suite 100
Wausau, WI 54401

phone 715-675-2351 fax 715-675-2812
CLAconnect.com

December 21, 2021

Vicky Fitzgerald, Finance Director
Winnebago County
112 Otter Ave.
Oshkosh, WI 54901

Dear Vicky:

Thank you for allowing us the opportunity to again propose on your audit services. We are excited about this opportunity to continue providing services to your organization. This extension will extend to Winnebago County and CliftonLarsonAllen, LLP the same conditions and requirements included in our prior proposal for audit services. Below is a summary of the services and the proposed fee. If you have any questions about our offerings, please do not hesitate to contact Jon Trautman at 920-455-4312 or Amber Drewieske at 920-455-4138.

Fees for professional services

Our fees are based on the timely delivery of the services provided, and the experience of personnel assigned to the engagement. Based on past work with you, we propose our fees (professional fees and expenses) will not exceed the following for the years ending December 31, 2021, 2022, and 2023 –

Professional Services	2021	2022	2023
Perform an audit of the financial statements for Winnebago County	\$ 81,000	\$ 81,500	\$ 82,000
Compile the Annual Comprehensive Financial Report	\$ 14,750	\$ 12,000	\$ 12,500
Compile the State Municipal Financial Report	\$ 2,500	\$ 2,200	\$ 2,200
Technology and Client Support Fee (5%)*	Included	Included	Included
Total	\$ 98,250	\$ 95,700	\$ 96,700

**Like most firms, we are investing heavily in technology to enhance the client experience, protect our data environment, and deliver quality services. We believe our clients deserve clarity around fees, and we will continue to be transparent with our fee structure.*

Our fees do not anticipate unusual or unforeseen circumstances. Before the scope of our work is changed for any unanticipated circumstances or events, we will inform you of the change and related change in fee.

CLA has a very open fee philosophy with our clients, and will work with you to establish a mutually acceptable fee arrangement for any future or special project engagements. We reiterate our strong interest in continuing to provide you the quality of service and support that will help you achieve your goals. If at any time you have a question concerning our services or fees, please call it to our attention so that we can discuss it.

Sincerely,

CliftonLarsonAllen LLP

A handwritten signature in black ink that reads "Jon Trautman". The signature is written in a cursive, flowing style.

Jon Trautman, CPA
Principal

1 **301-032022**

2 **RESOLUTION: Approving Budget Transfers for Treasurer's Office**

3
4
5
6

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

7 **WHEREAS**, due to very low interest rates the Treasurer's office did not have enough interest revenue on
8 funds to offset banking fees, and thereby incurred banking fee expense in 2021 of approximately \$21,000 over
9 budget; and

10 **WHEREAS**, the Treasurer's Office incurred labor expenses of approximately \$10,000 over budget for 2021
11 due to a change in employee health coverage enrollment; and

12 **WHEREAS**, both of these overages may be covered by applying \$31,000 in excess Interest on Taxes
13 revenue, which was over budget by \$127,908, to the respective labor and operating expense accounts;

14

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the 2021
16 budget transfers as specified on the attached Budget Transfer form are approved.

17

18 **Fiscal Note:** \$31,000 in Interest on Taxes revenue in the Treasurer's Office to be applied; \$21,000 to Accounting
19 Auditing expense and \$10,000 to Regular Pay.

20

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **4-0**

24

25

26

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

28

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

30

31

32 _____
33 Jonathan D. Doemel
34 Winnebago County Executive

35

36

37

38

39

40

Agenda Item Report



Winnebago County
The Wave of the Future

DATE: *March 3, 2022*

TO: Personnel & Finance Committee

FROM: Mike Collard, Director of Human Resources and Acting Director of Finance

RE: Budget Transfer for Treasurer's Office

Background:

Due to very low interest rates the Treasurer's office did not have enough interest revenue on funds to offset banking fees, and thereby incurred banking fee expense in 2021 of approximately \$21,000 over budget. The Treasurer's Office also incurred labor expense of \$9,781 over budget because of a change in an employee's health enrollment.

The revenue from interest on taxes for 2021 was \$127,908 over budget

Policy Discussion:

The expense overages within the department can be covered by applying a total of \$31,000 from interest on taxes income to Regular Pay in the amount of \$10,000 and to Accounting and Auditing expense (banking fees) in the amount of \$21,000.

Requested Action:

A motion to approve the budget transfer as presented, and to submit a resolution for approval to the County Board.

Committee Action:

Attachments:

The budget transfer request with income statements showing overages for 2021.

Draft resolution

3 **RESOLUTION: Support Production of the Next Generation Delivery Vehicle for the**
4 **United States Postal Service in Oshkosh**

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

8 **WHEREAS**, in 2021, Oshkosh Defense was awarded a contract valued up to \$6 billion by the United States
9 Postal Service to build up to 160,000 Next Generation Delivery Vehicles over a period of ten years; and

10 **WHEREAS**, Oshkosh Defense plans on hiring 1,000 new employees to build the new vehicles; and

11 **WHEREAS**, on-site supply chain suppliers will hire additional employees at the location of the new plant; and

12 **WHEREAS**, manufacturing the vehicles in Oshkosh would be a significant economic gain for the City of
13 Oshkosh and State of Wisconsin; and

14 **WHEREAS**, staff from the City of Oshkosh and the Greater Oshkosh Economic Development Corporation
15 responded to a Request for Proposals to locate a new facility in Wisconsin; and

16 **WHEREAS**, Oshkosh Defense ultimately decided to acquire an existing facility in South Carolina to meet the
17 strict timelines in their contract with United States Postal Service; and

18 **WHEREAS**, Winnebago County understands that the workforce at Oshkosh Defense is an important source
19 of financial support for Winnebago County and its businesses; and

20 **WHEREAS**, the workforce at Oshkosh Defense has been unionized with the International Union, United
21 Automobile, Aerospace and Agricultural Implement Workers of America (UAW) since 1938, and through this
22 partnership have consistently produced high quality work while protecting high quality jobs; and

23 **WHEREAS**, Oshkosh offers a variety of high-quality educational options, including a public school system
24 where a majority of schools exceed expectation on the state report card; and

25 **WHEREAS**, Winnebago County is committed to being a good partner with business and organized labor.

26
27 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Winnebago
28 County appreciates the addition of 100 engineering and project support personnel that will be working on the Next
29 Generation Delivery Vehicles project here in Oshkosh.

30
31 **BE IT FURTHER RESOLVED** that the Winnebago County Board of Supervisors encourages Oshkosh
32 Defense, when possible, to use local Oshkosh Defense resources and facilities to help build the Next Generation
33 Delivery Vehicles for the United States Postal Service.

35 Respectfully submitted by:

36 **ANDREW BUCK, DISTRICT 24**

37 **KOBY SCHELLENGER, DISTRICT 23**

38 **BILL WINGREN, DISTRICT 18**

39 **KAREN POWERS, DISTRICT 25**

40 **DOUG ZELLMER, DISTRICT 22**

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

43
44
45
46
47
48

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

Jonathan D. Doemel
Winnebago County Executive