

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, DECEMBER 19, 2017**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, December 19, 2017, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

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

Time will be allowed for persons present to express their opinion on any resolution or ordinance that appears on the agenda.

- Notice of Claim:
 - Bollenbeck Fyfe, S.C. on behalf of Henry L. Griesbach for injuries sustained during EAA at Wittman Regional Airport on August 4, 2017
- Zoning Petitions:
 - No. 001 – William H. Schultz, Town of Neenah; tax parcel no. 010-0178-06-05; rezone to R-2
 - No. 002 – Dan Thomson, Town of Wolf River; tax parcel no. 032-0096-02; rezone to B-3
 - No. 003 – John Jungwirth, Town of Algoma; tax parcel no. 002-0160-02-01; rezone to R-2
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the November 6 & 7, 2017 Budget meetings and November 21, 2017 County Board meeting
- County Executive's Report
- County Executive's Appointmentst:
 - Grievance Review Board – LeRoy Dahms, 3175F White Tail Lane, Oshkosh
 - Human Services Board – Supervisor Mike Norton and Supervisor Harold Singstock
 - Veterans Service Commission – Dale Witzke, 422 Wyldewood Drive, Oshkosh
 - Winnefox Library System Board of Trustees – Katherine Freund, 511 Hansen Street, Neenah
Elizabeth M. Irish, 929 Reddin Avenue, Neenah
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

Report No. 001 – David & Beverly Juedes Town of Nekimi; tax parcel no. 012-0573

Amendatory Ordinance No. 12/01/17 – Rezoning from A-1 Agribusiness to A-2 General Agriculture

Report No. 002 – Kevin J. & Ann M. Condon; Ronald B. & Shirley E. Miller, Revocable Trust; Douglas R. & Linda M. Miller;

Town of Nekimi; tax parcel nos. 012-0524, 012-0526, 012-0527, 012-0527-02, 012-0529 & 012-0530

Amendatory Ordinance No. 12/02/17 – Rezoning from R-1/A-2/A-1 Rural Residential/General Agriculture/Agribusiness to A-1/A-2 Agribusiness/General Agriculture

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 221-122017: Commendation for Lyle Clayton

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 222-122017: Authorize the Transfer of \$22,000 from the "Other Operating Expenses" Category to the "Health Insurance" Line Item of the UW Extension Office's 2017 Budget to Cover a Projected Overage

Submitted by:

UW EDUCATION, EXTENSION & AGRICULTURE COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

- RESOLUTION NO. 223-122017: Change Funding Source for Airport Terminal Building Partial Demolition and Repairing of Roof on the Remaining Portion from the General Fund Undesignated Fund Balance to the Issuance of General Obligation Promissory Notes with a Total Cost of \$1.1 million
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 224-122017: Amend the Table of Organization for the Winnebago County Human Services Department – Behavioral Health Services Division
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 225-122017: Amend the Table of Organization for the Winnebago County Sheriff's Department
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 226-122017: Authorize Payment of Shift Premiums for Park View Health Center Nursing Staff
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 227-122017: Adopt Revision to Winnebago County Compensation Schedule
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 228-122017: Amend Winnebago County Employee Compensation Plan
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 229-122017: Approve Three (3)-Year Contract Renewal for Operation of Three Waves Clinic and Wellness Center
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 230-122017: Authorize Winnebago County Submitting an Engagement Letter Encouraging Prosecution of Those Persons and Entities Who Have a Significant Role in the Creation of the Opioid Epidemic
Submitted by:
PERSONNEL AND FINANCE COMMITTEE
- RESOLUTION NO. 231-122017: Authorize and Appropriate Funds for the Purchase of Property Owned by Carol Marwede and the Carol Marwede Trust
Submitted by:
PERSONNEL AND FINANCE COMMITTEE

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk

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**

**ANNUAL BUDGET SESSION
November 6 & 7, 2017**

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

Printed by authority of the Winnebago County Board
David W. Albrecht, Chairman Susan T. Ertmer, Clerk

**WINNEBAGO COUNTY BOARD
ANNUAL BUDGET SESSION
NOVEMBER 6 and NOVEMBER 7, 2017**

On Monday, November 6, 2017, Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

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

The following supervisors were present: Konetzke, Brunn, Eisen, Powell, Roh, Smith, Scherck, Albrecht, Gabert, Binder, Thompson, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Keller, Egan, Ellis and Snider. Excused: Harpt, Ramos, Long, Rasmussen and Kriescher.

Motion by Supervisor Robl and seconded by Supervisor Ellis to adopt tonight's agenda. CARRIED BY VOICE VOTE.

PUBLIC HEARING

Harrison Sturgis, Jr., Town of Neenah, addressed the Board about a newspaper article regarding a potential dog park in the northern part of Winnebago County. He explained that 17 years ago he offered to donate 10 acres to the county for a dog park, but his offer wasn't accepted. Mr. Harrison stated that he feels the Town of Neenah has plenty of land that they could donate to the county for a dog park.

REPORTS FROM COMMITTEES, COMISSIONS AND BOARDS

Supervisor Eisen reported on his attendance at ESTHER's 13th Annual Banquet and Celebration. He explained that as a member of the county's Judiciary & Public Safety Committee, he is very interested in ESTHER's commitment to reducing prison population.

Supervisor Eisen then spoke about the county's 2007 "Personnel Function Review Committee". He explained that this seven-member committee was formed to review the functions of each department as described and ranked by the department head. Using these descriptions and rankings, the committee then assigned a score to each of these functions. On September 18, 2007, the county board approved the committee's report, "as a guide to future board action." Supervisor Eisen then described many of the changes made by the county as a result of this study. A copy of the full report is available from Supervisor Eisen or the County Clerk's Office.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Albrecht introduced Supervisor Vicki Schorse to the entire board. Chairman Albrecht explained that Supervisor Schorse's appointment was approved at last month's meeting, but she was not able to attend that meeting. The board recognized Supervisor Schorse with a round of applause.

Chairman Albrecht reported that Supervisors Harpt, Long, Rasmussen and Kriescher are excused from tonight's meeting.

Chairman Albrecht stated that Sue Ertmer, County Clerk, is at an election meeting tonight, but should be here later.

COUNTY EXECUTIVE'S BUDGET PRESENTATION

Executive Mark Harris began his presentation of the 2018 budget with an overview of how the county's budget process works.

Executive Harris explained that after these budget hearings, the county will use the approved budget to establish the equalized tax rate for 2018. He stated that the county can only increase the tax levy in 2018 by the percentage that our tax base—value of real estate in the county—has increased by net new construction in 2017. Executive Harris said that, as of right now, the budget reduces that tax rate by \$.13 per \$1,000.

Executive Harris explained that this reduction doesn't necessary explain the tax impact to individual home owners. That's because once each municipality is told what their share of the county's tax is, they spread that tax over their home owners based on the assessed value of their property.

Executive Harris stated that based on figures in the proposed budget property owners will probably see very little change to their 2018 county tax rate.

Executive Harris then began his presentation of his 2018 budget.

At approximately 8:05 p.m., a motion was made by Supervisor Finch and seconded by Supervisor Farrey to adjourn until 8:30 a.m. on Tuesday, November 7, 2017. CARRIED BY VOICE VOTE.

**ANNUAL BUDGET SESSION
TUESDAY, NOVEMBER 7, 2017**

Chairman David Albrecht called the meeting to order at 8:30 a.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

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

The following Supervisors were present: Konetzke, Brunn, Eisen, Ramos, Roh, Smith, Scherck, Albrecht, Gabert, Binder, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Harpt, Powell, Long and Thompson.

Motion by Supervisor Robl and seconded to approve the agenda. CARRIED BY VOICE VOTE.

PUBLIC HEARING

Larry Last, 3827 Red Oak Court, Oshkosh, expressed concerns about various operations at Wittman Regional Airport, as well as, the airport's proposed 2018 budget.

Nikki Chaganos, 937 Adams Street, Neenah, spoke in support of a dog park in the north end of the county.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

There were no reports from the supervisors.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Albrecht announced that Supervisors Harpt and Long are excused from today's meeting.

2018 BUDGET PRESENTATION

Executive Harris resumed his presentation of the 2018 budget.

Chairman Albrecht called for a brief recess at 10:10 a.m. The meeting reconvened at 10:21 a.m.

Executive Harris continued his presentation of the 2018 budget.

At approximately 11:50, Chairman Albrecht called for an hour lunch break.

At approximately 1:00 p.m., Chairman Albrecht called the budget meeting back to order.

The following Supervisors were present: Konetzke, Brunn, Eisen, Ramos, Roh, Smith, Scherck, Albrecht, Gabert, Binder, Thompson, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Snider. Excused: Harpt, Powell, Long, Robl and Kriescher.

Executive Harris resumed his presentation of the 2018 budget.

At approximately 2:30 p.m., Chairman Albrecht called for a brief recess. The board reconvened at 2:45 p.m.

At approximately 3:00 p.m., Executive Harris completed his presentation of the 2018 budget.

AMENDMENTS TO RESOLUTION NO. 208-112017: Adopt 2018 Annual Budget

AMENDMENT (1): Add \$5.5 Million to the Building Capital Outlay Account of Wittman Airport's 2018 Budget for the Construction of a New Terminal

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to add \$5.5 Million to the budget of Wittman Airport, Account Number 58001 (Buildings Capital Outlay), on Page 286 of the 2018 Winnebago County Budget, for the purpose of constructing a new Aviation Business Center (terminal replacement).

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense increase shall be offset by a reduction to the General Fund Undesignated Fund Balance by \$5 Million and a reduction to the Airport Fund Balance by \$500,000.

Submitted by:
Robert Warnke, District 21
Maribeth Gabert, District 12
Thomas Konetzke, District 1

Motion by Supervisor Warnke and seconded to adopt.

Motion by Supervisor Farrey and seconded to postpone action on Amendment 1 until Amendment 2 has been acted on. CARRIED.

AMENDMENT (2): Add \$1.1 Million to Capital Outlay of the Wittman Regional Airport's 2018 Budget With Funds from the General Fund Undesignated Fund Balance

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to add \$1,100,000.00 to the budget of Wittman Regional Airport, Account Number 58002 (Capital Outlay), on Page 286 of the 2018 Winnebago County Budget, for the purpose of demolishing the airport terminal building up to the beginning of the tunnel and repair / replace the roof on the remaining building.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense increase shall be offset by a reduction to the General Fund Undesignated Fund Balance.

Submitted by:
Bill Roh, District 7
Bill Wingren, District 18
Guy Hegg, District 27
Robert Keller, District 32
Thomas Egan, District 33

Motion by Supervisor Roh and seconded to adopt.

Motion by Supervisor Ramos and seconded to amend Line 19 by changing, "...a reduction to the General Fund Undesignated Fund Balance" to "bonding". Chuck Orenstein, Winnebago County Finance Director, explained that this amendment would change the vote requirement for passage from a majority to a 3/4's vote. Supervisor Ramos withdrew his motion to amend.

Vote on Amendment 2 - Ayes: 26. Nays: 2 – Gordon and Warnke. Abstain: 3 – Gabert, Thompson and Schorse. Excused: 5 – Harpt, Powell, Long, Norton and Robl. CARRIED.

AMENDMENT (3) – AMENDED: Increase the Miscellaneous Unclassified Maintenance Grounds Account by \$50,000 for Additional Parking Lot Repair

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to add \$50,000 to the Miscellaneous Unclassified Maintenance Grounds Account, Account Number 74021, on Page 528 of the 2018 Winnebago County Budget, for the purpose of additional parking lot repairs and maintenance.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense addition shall be offset by a decrease to the General Fund Undesignated Fund Balance.

Submitted by:
Julie Gordon, District 17
Harold Singstock, District 23
Steve Binder, District 13

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

AMENDMENT (4): End Relationship with East Central Wisconsin Regional Planning Commission

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to delete \$199,611 from the Schedule of Miscellaneous Operating Grant Payments, Account Number 53565 on Page 530 of the 2018 Winnebago County Budget, for the purpose of relieving taxpayers of the continuing need to fund unnecessary expenditures.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall be offset by an increase to the Miscellaneous Operating Grant Payments Fund Balance.

Submitted by:
Guy Hegg, District 27

Motion by Supervisor Hegg and seconded to adopt. Ayes: 7 – Smith, Gabert, Thompson, Wingren, Hegg, Finch and Kriescher. Nays: 22. Abstain: 2 – Brunn and Roh. Excused: 5 – Harpt, Powell, Long, Norton and Robl. LOST.

AMENDMENT (5): Remove \$97,500 from the Parks Department Budget for the North Winnebago County Dog Park

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to delete a total of \$97,500 from the 2018 Budget of the Parks Department as follows: Account Number 58002 (Capital Outlay Improvements Account), on Page 451, as follows: \$63,000 for Fencing, and \$19,500 for Installation of Rock Base of Parking Lot; Account Number 53549 (Land Rental), on Page 451, as follows: \$10,000 from the Land Rental Account; and Account Number 51101 (Temporary Employees), on Page 451, as follows: \$5,000 from Temporary Employees Account.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense reduction shall offset the General Fund Balance Applied.

Submitted by:
Guy Hegg, District 27

Motion by Supervisor Hegg and seconded to adopt. Ayes: 8 – Brunn, Gabert, Wingren, Warnke, Hegg, Rasmussen, Ellis and Kriescher. Nays: 23. Excused: 5 – Harpt, Powell, Long, Norton and Robl. LOST.

AMENDMENT (6): Adjust County Board Full Day Per Diem from \$66 to \$75 for Full Day Meetings, and Half Day Per Diem from \$44 to \$50 for Half Day Meetings

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2018 Winnebago County General Budget so as to add \$16,500 for Full Day Meetings Per Diem and \$1,260 for Half Day Meetings Per Diem to the budget of the Winnebago County Board, Account Number 51103 (Elected Officials), on Page 418 of the 2018 Winnebago County Budget, for the purpose of adjusting the Per Diem for Full Day Meetings from \$66 to \$75 per meeting and adjusting the Per Diem for Half Day Meetings from \$44 to \$50 per meeting.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that such expense increase shall be offset by a reduction to the General Fund Undesignated Fund Balance.

Submitted by:
Bill Roh, District 7
George Scherck, District 10
David Albrecht, District 11
Steve Binder, District 13
Claud Thompson, District 14
Julie Gordon, District 17
Larry Lautenschlager, District 19
Michael Norton, District 20
Harold Singstock, District 23
Susan Locke, District 26
Guy Hegg, District 27
Thomas Egan, District 33
Lawrence Kriescher, District 36

Motion by Supervisor Singstock and seconded to adopt. Ayes: 19. Nays: 10 – Ramos, Smith, Wojciechowski, Wingren, Brooks, Powers, Youngquist, Rasmussen, Keller and Snider. Abstain: 2 – Gabert and Schorse. Excused: 5 – Harpt, Powell, Long, Norton and Robl. CARRIED.

Resolution No. 208-112017: Adopt 2018 Annual Budget

BE IT RESOLVED by the Winnebago County Board of Supervisors that the 2018 Annual County Budget, a copy of which is incorporated herein by reference, be and same is hereby adopted.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded to adopt Resolution No. 208-112017 and the 2018 Budget as amended. Ayes: 29. Nays: 2 – Gabert and Hegg. Excused: 5 – Harpt, Powell, Long, Norton and Robl. CARRIED.

Motion by Supervisor Farrey and seconded to adjourn until November 21, 2017. CARRIED BY VOICE VOTE. The meeting was adjourned at 4:45 p.m.

Respectfully submitted:
Susan T. Ertmer
Winnebago County Clerk

State of Wisconsin)
County of Winnebago) ss

I, Susan T. Ertmer, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their budget hearings held November 6 & 7, 2017.

Susan T. Ertmer
Winnebago County Clerk

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

**Adjourned Session
November 21, 2017**

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

Printed by authority of the Winnebago County Board
David W. Albrecht, Chairman Susan T. Ertmer, Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, NOVEMBER 21, 2017**

Chairman David Albrecht called the meeting to order at 6:00 p.m. in the County Board Room, Fourth Floor, Courthouse, 415 Jackson Street, Oshkosh, Wisconsin.

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

The following Supervisors were present: Koneczka, Brunn, Eisen, Ramos, Powell, Roh, Smith, Scherck, Albrecht, Gabert, Binder, Thompson, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Harpt and Long.

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

PUBLIC HEARING

The following persons spoke in opposition of Resolution No. 210-112017: "Authorizing Execution of Sunnyview Exposition Center Ground Lease with Life Promotions, Inc." and Resolution No. 211-112017: "Authorizing Execution of Sunnyview Exposition Center Rental Agreement Between Winnebago County and Life Promotions, Inc.":

- John Doemel, 455 Zarlign Avenue, Oshkosh, WI
- Ron Paulick, 808 W. 10th Avenue, Oshkosh, WI
- Brady Baldry, 5945 Springbrook Road, Omro, WI
- Jeff Wicinsky, Indian Shores Road, Winneconne, WI
- Jeff Lemiesz, 2230 Plymouth Street, Oshkosh, WI
- Wes Longlitz, 612 W. Kirkwood, Oshkosh, WI
- Terry Baldry, 2791 Village Lane, Winneconne, WI
- Dennis Payne, 145 N. Westhaven Drive, Oshkosh, WI

The following persons spoke in support of Resolution No. 210-112017: "Authorizing Execution of Sunnyview Exposition Center Ground Lease with Life Promotions, Inc." and Resolution No. 211-112017: "Authorizing Execution of Sunnyview Exposition Center Rental Agreement Between Winnebago County and Life Promotions, Inc.":

- Amy Albright, Oshkosh Convention and Visitors Bureau
- Marc Nysten, 1995 Walnut Street, Oshkosh, WI
- Jay Schumerth, 9 Strawberry Lane, Appleton, WI

The following person spoke in support of Resolution No. 217-112017: "Supporting Assembly Bill 409: Marijuana Possession Penalties":

- Mark Kelderman, Brownsville, WI

COMMUNICATIONS AND PETITIONS

The following correspondence was presented to the board by Sue Ertmer, County Clerk:

- Resolutions from Other Counties:
 - Door County – Resolution No. 2017-68: In Opposition to the Proposed SB 395 and AB 499 Relating to the Regulation of Nonferrous Metallic Mining was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 76—2017-18 regarding proposed legislation which ratifies and enters Wisconsin into the Enhanced Nurse Licensure Compact was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 77—2017-18 regarding opposition to any mining project that doesn't have sufficient safeguards to mitigate potential negative impacts on natural resources, public health, cultural heritage and the economy of Wisconsin was referred to the Legislative Committee.
 - Portage County – Resolution No. 177-2016-2018: Re: Sense of the Board; Opposing the Passage of 2017 Senate Bill 54 and 2017 Assembly Bill 94 was referred to the Legislative Committee.
 - Trempealeau County – Resolution Number: 2017-10-08: Opposition to Section 7 of SB 387/AB479 was referred to the Legislative Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Finch commented on his attendance to the Wisconsin Parks and Recreation Conference. He stated that it was the best one he has attended in his twenty-six years on the County Board. He stated that there are more and more counties and cities that are creating dog parks.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to approve the proceedings from the October 17, 2017 county board meeting. CARRIED BY VOICE VOTE. A correction is needed on page 146 for Amending Ordinance No. 006 – it should be “R1A Residential District” not “R1 Residential District”.

COUNTY EXECUTIVE’S REPORT

Executive Mark Harris spoke in support of the following resolutions:

- Resolution No. 220-112017: “Authorizing the hiring of Boldt Technical Services to perform the architectural engineering work related to the capital project to design the Winnebago County community based residential facility”.
- Resolution No. 210-112017: “Authorizing execution of Sunnyview Exposition Center ground lease with Life Promotions”.

COUNTY EXECUTIVE’S APPOINTMENTS

Menasha Library Board

Executive Harris asked for the Board’s approval of his appointment of Cynthia Witt, 1582 Eugene Street, Menasha, to the Menasha Library Board. This is a three-year term which will expire on April 30, 2020.

Motion by Supervisor Robl and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN’S REPORT

Chairman Albrecht reported that a corrected copy of Resolution No. 220-112017 was placed on the Supervisors’ desks.

ZONING REPORTS & ORDINANCES

Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from LBF Investments, LLC, Town of Omro; to change from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture for tax parcel no. 016-0687. Motion by Supervisor Egan and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amending Ordinance No. 11/01/17 – A requested zoning change from R-1/A-2 Rural Residential/General Agriculture to A-2 General Agriculture for tax parcel no. 016-0687. Motion by Supervisor Egan and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: November 27, 2017)

Report No. 002 – A report from the Planning and Zoning Committee regarding a requested zoning change from AF Group, LLC, Town of Algoma; to change from R-1/A-2 Rural Residential/General Agriculture to R-2/R-1/A-2 Suburban Low Density Residential/Rural Residential/General Agriculture for tax parcel no. 002-0028-19(p). Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to accept. CARRIED BY VOICE VOTE.

Amending Ordinance No. 11/02/17 – A requested zoning change from R-1/A-2 Rural Residential/General Agriculture to R-2/R-1/A-2 Suburban Low Density Residential/Rural Residential/General Agriculture for tax parcel no. 002-0028-19(p). Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: November 27, 2017)

Report No. 003 – A report from the Planning and Zoning Committee regarding a requested zoning change from Harrison Sturgis, Jr. Living Trust, Harrison Sturgis, Jr., Trustee and Lisa A. Sturgis, Trustee, Town of Neenah; to change from A-2 General Agriculture to R-2 Suburban Low Density Residential for tax parcel no. 010-0199(p). Motion by Supervisor Egan and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amending Ordinance No. 11/03/17 – A requested zoning change from A-2 General Agriculture to R-2 Suburban Low Density Residential for tax parcel no. 010-0199(p). Motion by Supervisor Egan and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: November 27, 2017)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 209-102017: Disallow Claim of John A. Kurth

WHEREAS, your Personnel and Finance Committee has had the claim of John A Kurth referred to it for attention; and

WHEREAS, your Committee has investigated the claim and recommends disallowance of same by Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of John A Kurth, filed with the County Clerk on September 19, 2017, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (NAYS - Farrey.)

RESOLUTION NO. 210-112017: Authorize Execution of Sunnyview Exposition Center Ground Lease with Life Promotions Inc.

WHEREAS, it is acknowledged that for 19 years Winnebago County has experienced substantial benefits from the presence of the annual Lifest Christian Music Festival (Lifest) at the Sunnyview Exposition Center with the presence of an estimated 90,000 attendees and with an annual economic impact of \$5.3 million in tourism spending throughout Winnebago County; and

WHEREAS, with the steady growth that has been occurring with Lifest, and with the projected 6% annual increase in attendance that is expected for several years to come, by 2019 all available programming space will be used up at the Sunnyview Exposition Center leaving no other areas available for further camping and/or parking expansion; and

WHEREAS, it has been determined that given the unexpected availability of property within the Sunnyview Exposition Center Grandstand Complex, it would be possible to free up the present concert area where the Lifest stage is annually erected by repositioning the stage location to a spot inside the Grandstand Complex. By moving the stage location Lifest would subsequently have a 7 acre area open for camping in the former concert area along with a 9 acre parcel situated to the north of the new stage location within the Grandstand Complex; and

WHEREAS, by forming strong partnerships with area organizations and businesses, Life Promotions Inc. wishes to invest \$750,000.00 into development of a (55' X 122') permanent state of the art exterior stage which it would own for a period of ten (10 years) during which time Life Promotions Inc. and the County would be subject to the terms of a Ground Lease Agreement in which the stage rental fees that are to be charged to outside promoters, would be evenly shared between the two parties; and

WHEREAS, in conjunction with the building of the permanent stage the Parks Department would proceed to expend approximately \$180,000 from its 2017 Operations Budget to make improvements around the structure including, among other things, construction of a multi-use 350' X 650' audience/performance area situated between the stage and the 4,800 seat grandstand facility; and

WHEREAS, improvements such as the permanent stage and the multi-use 350' X 650' audience/performance area would allow for varied programming within the Grandstand Complex where previously there had been only limited promotional opportunities due to site conditions. In this manner the improvements would benefit the citizens of Winnebago County by increasing the amount of potential tourism dollars spent within the area and help create opportunities for new recreational and entertainment activities; and

WHEREAS, there is already well established precedent for pursuing this type of agreement which is substantively based on the terms and conditions incorporated into lease agreements the County presently holds with the Oshkosh Youth Soccer Club, the Hilton Garden Inn, and several corporate entities who are the proprietors of various hangers at Wittman Field. Further, it is an accepted practice for parties who wish to contribute towards the enhancement of Parks property to not only support the funding and development thereof but to also do so with the understanding that such improvements are therewith released to the County for ownership in perpetuity at the end of their lease agreement; and

WHEREAS, your undersigned Committee believes that the citizens of Winnebago County would best be served by entering into a Ground Lease Agreement with Life Promotions Inc. thereby allowing the organization to proceed with the construction and ten (10) year ownership of a permanent stage within the Sunnyview Exposition Center Grandstand Complex and for the County to further enhance the marketability and revenue generating potential of the Grandstand Complex overall by development of a multi-use audience/performance area.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute a Ground Lease Agreement whereby Life Promotions Inc. will be permitted to devote resources towards construction of a 55' x 122' concrete and steel stage at a predetermined location within the Grandstand Complex of the Sunnyview Exposition Center and to own said stage for a period of ten (10) consecutive years at the end of which time the structure will be turned over to the County free of title.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes that the Winnebago County Executive and Winnebago County Clerk be and they hereby are authorized to execute a Ground Lease Agreement between Winnebago County and Life Promotions, Inc. over a period of ten (10) consecutive years for good and valuable consideration of a lease payment of one dollar (\$1.00) per year for the duration of said lease.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of the Life Promotions Ground Lease Agreement is attached hereto and made a part of this Resolution by reference.

Fiscal Note: Given the provisions contained within the Ground Lease Agreement that reflect Life Promotion's ownership and subsequent care and maintenance of the stage facility, there is no direct fiscal impact brought on to the Parks Department as a result of having the stage present in the Grandstand Complex. However, information pertaining to impacts on Expo rental revenues are detailed in the fiscal notes provided at the bottom of the resolution amending the Sunnyview Exposition Center Fees Schedule.

Submitted by:
PARKS AND RECREATION COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Konetzke to adopt.

Motion by Supervisor Warnke and seconded by Supervisor Ellis to postpone for six months. Vote on Postponement: AYES: 9 – Gabert, Binder, Thompson, Gordon, Warnke, Locke, Farrey, Ellis and Snider; NAYS: 25; ABSTAIN: 0; ABSENT: 2 – Harpt and Long. FAILED.

Vote on Resolution: AYES: 24; NAYS: 8 – Eisen, Binder, Thompson, Warnke, Farrey, Egan, Ellis and Snider; ABSTAIN: 2 – Gabert and Gordon; ABSENT: 2 – Harpt and Long. CARRIED.

RESOLUTION NO. 211-112017: Authorize Execution of Sunnyview Exposition Center Rental Agreement Between Winnebago County and Life Promotions. Inc.

WHEREAS, Winnebago County recognizes that Life Promotions Inc wishes to rent the Sunnyview Exposition Center to hold its annual 4-day Christian Music Festival ("Lifest") for ten (10) consecutive years (2018-2027); and WHEREAS, it is in the best interests of Winnebago County to permit the long-range scheduling of said event to allow the promoter to secure necessary agreements with subcontractors; and

WHEREAS, the long-range scheduling of events at the Sunnyview Exposition Center allows Winnebago County staff to efficiently program the Center so as to maximize its use and ensure the generation of revenue.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to execute a rental agreement between Winnebago County and Life Promotions Inc for a period of 10 consecutive years (2018-2027) for the purpose of conducting its annual 4-day Christian Music Festival.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of the proposed Rental Agreement between Winnebago County and Life Promotions Inc is attached hereto and made a part of this Resolution herein by reference.

Submitted by:
PARKS AND RECREATION COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Norton to adopt. Vote on Resolution: AYES: 27; NAYS: 6 – Eisen, Binder, Warnke, Farrey, Ellis and Snider; ABSTAIN: 1 – Gabert; ABSENT: 2 – Harpt and Long. CARRIED.

ORDINANCE NO. 212-112017: Amend Section 19.24(7) of the General Code for Winnebago County to Incorporate the Updated Sunnyview Exposition Center Rental Fee Schedule

WHEREAS, the Winnebago County Parks and Recreation Committee has reviewed and recommends approval of the following amendment to Section 19.24(7) of the General Code of Winnebago County containing the rental fee schedule established for the Sunnyview Exposition Center; and

WHEREAS, with the upcoming installation of a permanent stage and multi-use audience/performance area within the Grandstand Complex, it is necessary that Winnebago County amend that section of the Sunnyview Exposition Center Rental Fee Schedule related to the Grandstand Complex in order to reflect the increased entertainment value of the venue, given the aforementioned improvements; and

WHEREAS, fees for the improved areas shall be incorporated using a three-tiered approach to address use of the facility for large, medium, and small events; and

WHEREAS, in order to uphold certain provisions pursuant to the County - Life Promotions Inc. Ground Lease Agreement, it has been determined that over the period of the next ten (10) years, together Life Promotions, Inc. and the County shall negotiate permanent stage rental charges with interested promoters and that the two parties shall evenly divide between them all subsequent permanent stage related revenue(s).

NOW, THEREFORE, BE IT ORDAINED by the Winnebago County Board of Supervisors as follows:

That Section 19.24(7) of the General Code of Winnebago County shall be expanded to include the new rates for the Grandstand Complex and new stage for years 2018-2020, and the new rates shall read as follows: (see attached EXHIBIT "A," Sunnyview Exposition Center Rental Fees Schedule 2016 – 2017 – 2018 – 2019 – 2020).

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

Submitted by:

PARKS AND RECREATION COMMITTEE

Motion by Supervisor Finch, seconded by Supervisor Konetzke, to approve.

Ayes: 31. Nays: 3 – Gabert, Egan and Ellis. Absent: 2 – Harpt and Long. CARRIED.

RESOLUTION NO. 213-112017: Grant City of Oshkosh a Construction and Maintenance Easement for Bus Shelter-Courthouse Campus

WHEREAS, the City of Oshkosh has had a bus stop on Algoma Boulevard adjacent to the Orin King Building and the Courthouse for many years; and

WHEREAS, the City of Oshkosh and Winnebago County have had numerous discussions regarding the construction of a bus shelter on the site of the present bus stop on Algoma Boulevard; and

WHEREAS, said bus shelter would be beneficial to numerous individuals utilizing public transportation for the purpose of visiting the Winnebago County Courthouse and Orin King Building; and

WHEREAS, pursuant to the proposed Easement Agreement, Winnebago County would construct a pad for the bus shelter at its expense, and the City of Oshkosh would install the bus shelter upon the pad at its expense; and

WHEREAS, funds are presently included within the Facilities and Property Management budget for the construction of said concrete pad; and

WHEREAS, your undersigned Committee believes that construction of said bus shelter would be in the public's best interests.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves granting an easement and entering into an agreement with the City of Oshkosh for the construction of a bus shelter adjacent to the Orin King Building located at 448 Algoma Boulevard in the City of Oshkosh.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the Easement Agreement between Winnebago County and the City of Oshkosh for the construction of a bus shelter, which is attached hereto and made a part of this Resolution by reference.

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Motion by Supervisor Roh and seconded to adopt. CARRIED BY VOICE VOTE.

RESOLUTION NO. 214-112017: Authorize Electric Underground Easement Between Winnebago County and Wisconsin Public Service Corporation

WHEREAS, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an easement for the installation of underground installation operation maintenance repair replacement and extension of underground electrical wires on the Winnebago County Courthouse campus; and

WHEREAS, your undersigned Facilities and Property Management Committee believes that granting said easement is appropriate and necessary to provide electrical service to the Winnebago County Courthouse campus.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes execution of the Electric Underground Easement Agreement between Winnebago County and the Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing

electrical service to the Winnebago County Courthouse campus. Said Agreement is attached hereto and made a part of this Resolution herein by reference.

Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Motion by Supervisor Roh and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE.

ORDINANCE NO. 215-112017: Amend Section 1.12(7)(a) of the General Code of Winnebago County

WHEREAS, § 59.10(3)(f), Wis Stats, authorizes county boards of supervisors to establish a per diem for county board members to be next elected; and
WHEREAS, nomination papers for the next County Board may be submitted to the Winnebago County Clerk beginning on December 1, 2017; and
WHEREAS, any change to the compensation for the next County Board must be made prior to that date; and
WHEREAS, the present per diem for Winnebago County Board Members is \$66 for a full day meeting and \$44 for a half day meeting; and
WHEREAS, no increase in the per diem rate for County Board members has been made since November 2007; and
WHEREAS, appropriations were included in the 2018 Winnebago County Board Budget for increasing the per diem for County Board members to \$75 for a full day meeting and \$50 for a half day meeting; and
WHEREAS, your undersigned Supervisor believes that said increase is appropriate at the present time as there has been no increase in county board per diem rates since 2007.

NOW, THEREFORE, BE IT ORDAINED by the Winnebago County Board of Supervisors that Section 1.12(7)(a) of the General Code of Winnebago County be amended to read as follows:

1.12 PER DIEM, MILEAGE EXPENSES REQUIREMENT: COUNTY BOARD OF SUPERVISORS. . .

(7) Per diem and expenses shall be reimbursed while attending meetings for the Winnebago County Board of Supervisors as follows:

(a) Per Diem

½ day meeting (one or more meetings totaling 4 hours or less)	\$ 44.00	\$ 50.00
Full day meeting	\$ 66.00	\$ 75.00
Monthly County Board meeting	\$ 66.00	\$ 75.00
Maximum allowable per diem per day	\$ 66.00	\$ 75.00

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that the amendment to said Ordinance shall take effect as of the election and swearing in of the next County Board, which shall take place on April 17, 2018.

Submitted by:
HAROLD SINGSTOCK, District 23

Motion by Supervisor Singstock, seconded by Supervisor Norton to approve.

Ayes: 26. Nays: 7 – Ramos, Gabert, Thompson, Wojciechowski; Wingren, Rasmussen and Snider.
Abstain: 1 – Schorse. Absent: 2 – Harpt and Long. CARRIED.

RESOLUTION NO. 216-112017: Support Preservation of Tax Deduction for State and Local Taxes on Federal Income Tax Returns

WHEREAS, the Federal deduction for State and local taxes has been a fixture in the Federal Tax Code for more than 100 years; and
WHEREAS, that deduction guards against double taxation of households and protects the fiscal integrity of State and local governments; and
WHEREAS, any changes to this deduction would undermine the fundamental principles of our federalism and create a slippery slope that would subject said deduction, if limited in any way, to continued erosion whenever the Federal Government needs more money, at the expense of 44 million middle class households and homeowners who now claim this deduction; and
WHEREAS, the elimination of the State and local income tax deduction is one of the largest sources of revenue in the “Big Six” tax plan, estimated at \$1.3 trillion dollars taken from 44 million households; and
WHEREAS, any compromise of this deduction is sure to cause millions of tax payers to pay higher taxes and potentially undermine State and local governments.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby indicates its opposition to any limitation or removal of the State and local tax deduction from the Internal Revenue Code.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of this Resolution shall be transmitted by the Winnebago County Clerk to all Wisconsin members of the United States House of Representatives and to the Offices of Senator Tammy Baldwin and Senator Ron Johnson.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Ellis to adopt.

Motion by Supervisor Roh and seconded by Supervisor Finch to postpone indefinitely. Vote on Postponement: AYES: 21; NAYS: 13 – Binder, Thompson, Wojciechowski, Wingren, Lautenschlager, Norton, Warnke, Powers, Farrey, Keller, Egan, Ellis and Snider; ABSTAIN: 0; ABSENT: 2 – Harpt and Long. CARRIED TO POSTPONE.

RESOLUTION NO. 217-112017: Support Assembly Bill 409: Marijuana Possession Penalties

WHEREAS, current law prohibits a person from possessing or attempting to possess marijuana. A person who is convicted of violating the prohibition may be fined not more than \$1,000 or imprisoned for not more than six months, or both, for a first conviction, and is guilty of a Class 1 felony for a second or subsequent conviction; and

WHEREAS, Assembly Bill 409 reduces the forfeiture to \$100 for possessing or attempting to possess not more than 10 grams of marijuana and eliminates the increase in penalty if second or subsequent violations involve not more than 10 grams of marijuana; and

WHEREAS, the undersigned Legislative Committee recommends the passage of Assembly Bill 409.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby supports Assembly Bill 409 reducing the forfeiture to \$100 for possessing or attempting to possess not more than 10 grams of marijuana and eliminating the increase in penalty if second or subsequent violations involve not more than 10 grams of marijuana.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Finch to adopt. Vote on Resolution: AYES: 21; NAYS: 10 – Brunn, Scherck, Gabert, Schorse, Wingren, Robl, Finch, Youngquist, Rasmussen and Kriescher; ABSTAIN: 3 – Ramos, Roh and Hegg; ABSENT: 2 – Harpt and Long. FAILED (3/4 vote required)

RESOLUTION NO. 218-112017: Oppose Senate Bill 54: Probation Revocation

WHEREAS, Senate Bill 54 has been introduced to amend the State Statutes to require the Department of Corrections (DOC) to recommend revoking a person's extended supervision, parole, or probation if the person is charged with a crime while on extended supervision, parole, or probation. This legislation, as drafted, could result in predictable unjust outcomes causing increased incarceration at an increased cost to the State and counties. The DOC estimates this legislation could result in an increase of 5,570 revocation cases each year; and

WHEREAS, more individuals would be occupying county jails without reimbursement from the DOC; and

WHEREAS, essentially this Bill is an unfunded mandate to Wisconsin county jails; and

WHEREAS, it is estimated that this Bill could result in increased operations costs (excluding possible construction costs) to the DOC of \$51.9 million during the first year of enactment and permanent increased operations costs of approximately \$149.3 million after the population is annualized during the second year of enactment.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby opposes Senate Bill 54.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Ellis to adopt. Vote on Resolution: AYES: 26; NAYS: 5 – Konezke, Brunn, Smith, Gabert and Rasmussen; ABSTAIN: 3 – Ramos, Roh and Hegg; ABSENT: 2 - Harpt and Long. FAILED. (3/4 vote required)

RESOLUTION NO. 219-112017: Oppose Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 Relating to Vehicle Registration Fees

WHEREAS, current State law allows local governments, including counties, to enact ordinances imposing an annual municipal or county registration fee on all motor vehicles; and

WHEREAS, although State law has allowed local registration fees since 1967, few local governments have imposed local registration fees until relatively recently when more local governments adopted vehicle registration fees to offset shrinking state and federal transportation dollars and to repair deteriorating roads; and

WHEREAS, the fees that are collected are required to be used for transportation-related purposes only; and

WHEREAS, Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 provide that a county or municipal registration fee may be continued or imposed only if approved by a majority of electors voting in a referendum at a regularly scheduled election; and

WHEREAS, the registration fee may only continue if such a referendum is approved by a majority of the electorate; and

WHEREAS, this is another attempt to eliminate or reduce local control of government.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby strongly opposes Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 and recommends that Sections 52 and 53 be removed from Assembly Bill 456 and Senate Bill 374 prior to consideration by the Wisconsin State Legislature.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor Scott Walker, and all state senators and assembly members representing Winnebago County constituents.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Ellis to adopt. Vote on Resolution: AYES: 29; NAYS: 1 – Farrey; ABSTAIN: 4 – Konezke, Brunn, Ramos and Hegg; ABSENT: 2 – Harpt and Long. CARRIED.

RESOLUTION NO. 220-112017: Authorize the Hiring of Boldt Technical Services to Perform the Architectural Engineering Work Related to the Capital Project to Design the Winnebago County Community Based Residential Facility

WHEREAS, the current facilities for the County's Community Based Residential Facility are owned by the City of Oshkosh Housing Authority and have reached the end of their useful life and are in need of a significant amount of capital improvements to remain in use, and

WHEREAS, the County Board has previously approved the Capital Project and funding to hire an architect to accomplish the detailed design, and

WHEREAS, several architectural firms have submitted proposals through the Request for Proposal process, and

WHEREAS, it is the recommendation of the Facilities and Property Management Committees and County Executive Mark Harris that Boldt Technical Services be hired to perform the architectural engineering work on the new Community Based Residential Facility, and

WHEREAS, Boldt Technical Services shall be paid a fee not to exceed \$129,600.00, and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the hiring of ~~Martin Riley Architects-Engineers~~ **Boldt Technical Services** to be funded from the previously approved funding for the design of the Capital project

Submitted by:
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

Motion by Supervisor Roh and seconded to adopt. Vote on Resolution: AYES: 28; NAYS: 6 – Konezke, Eisen, Gabert, Thompson, Hegg and Farrey; ABSTAIN: 0; ABSENT: 2 – Harpt and Long. CARRIED.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to adjourn until the December 19, 2017 board meeting at 6:00 p.m. The meeting was adjourned at 8:05 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 November 21, 2017.

Julie A. Barthels
Winnebago County Deputy Clerk

MARK L. HARRIS
County Executive

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



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

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: December 19, 2017
SUBJECT: Re-appointment to the **VETERANS SERVICE COMMISSION**

Subject to your approval, I am hereby making the following re- appointment to the **VETERANS SERVICE COMMISSION**.

Dale Witzke
422 Wyldewood Dr.
Oshkosh, WI. 54904

This is a three (3) year term which will expire on December 31, 2020.

Thank you in advance for your favorable consideration of this appointment.


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Veterans Service Commission

MARK L. HARRIS
County Executive

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



OSHKOSH (920) 232-3450
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FAX (920) 232-3429

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: December 19, 2017
SUBJECT: Appointment and re-appointment to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**

Subject to your approval, I am hereby making the following appointment and re- appointment to the **WINNEFOX LIBRARY SYSTEM BOARD OF TRUSTEES**.

Katherine Freund
511 Hansen St.
Neenah, WI. 54956

Elizabeth M. Irish
929 Reddin Avenue
Neenah, WI. 54956

Ms. Freund is replacing Carol Codner whose term had expired.

These are three (3) year terms which will expire on December 31, 2020.

Thank you in advance for your favorable consideration of these appointments.


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Winnefox Library System Board of Trustees

MARK L. HARRIS
County Executive

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



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

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: December 19, 2017
SUBJECT: Re-appointments to the **HUMAN SERVICES BOARD**

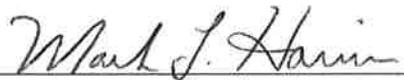
Subject to your approval, I am hereby making the following re- appointments to the **HUMAN SERVICES BOARD**.

Mike Norton
1029B S. Main St.
Oshkosh, WI. 54902

Harold Singstock
229 N. Meadow Street
Oshkosh, WI. 54901

These are three (3) year terms which will expire on December 31, 2020.

Thank you in advance for your favorable consideration of these appointments.


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Human Services Board

MARK L. HARRIS
County Executive

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



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

Winnebago County
Office of the County Executive

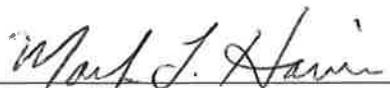
TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: December 19, 2017
SUBJECT: Re-appointment to the **GRIEVANCE REVIEW BOARD**

Subject to your approval, I am hereby making the following re- appointment to the **GRIEVANCE REVIEW BOARD**.

LeRoy Dahms
3175F White Tail Lane
Oshkosh, WI. 54904

This a five (5) year term which will expire on December 31, 2022.

Thank you in advance for your favorable consideration of this appointment.


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Grievance Review Board

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4330 filed with the County Clerk by:

JUEDES, BEVERLY; JUEDES, DAVID, Town of NEKIMI and referred to the Planning and Zoning Committee on 10/17/2017 and

WHEREAS, a Public Hearing was held on 11/14/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: JUEDES, BEVERLY; JUEDES, DAVID

Agent(s): na

Location of Premises Affected: 414 STATE RD 26, OSHKOSH, WI 54904

Legal Description: Being a part of the SW 1/4 of the NE 1/4 and the W 1/2 of the SE 1/4, Section 32, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0573

Sewer: Existing Required Municipal Private System

Overlay: Airport SWDD Shoreland Floodplain
 Microwave Wetlands

WHEREAS,
Applicant is requesting a rezoning to A-2 General Agriculture for creation of two agricultural lots.

And
WHEREAS, we received notification from the Town of NEKIMI recommending Approval

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

The Town of NEKIMI has Approved.
Town findings for Approval were as follows:

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 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 12/01/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4330 as follows:

Being a part of the SW 1/4 of the NE 1/4 and the W 1/2 of the SE 1/4, Section 32, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

FROM: A-1 Agribusiness,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 2017.

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS ____ DAY OF _____, 2017.

Mark Harris, County Executive

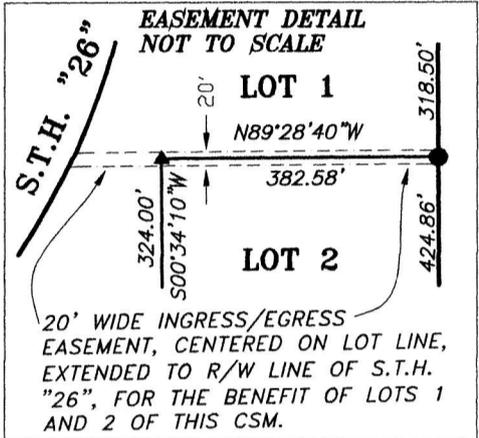
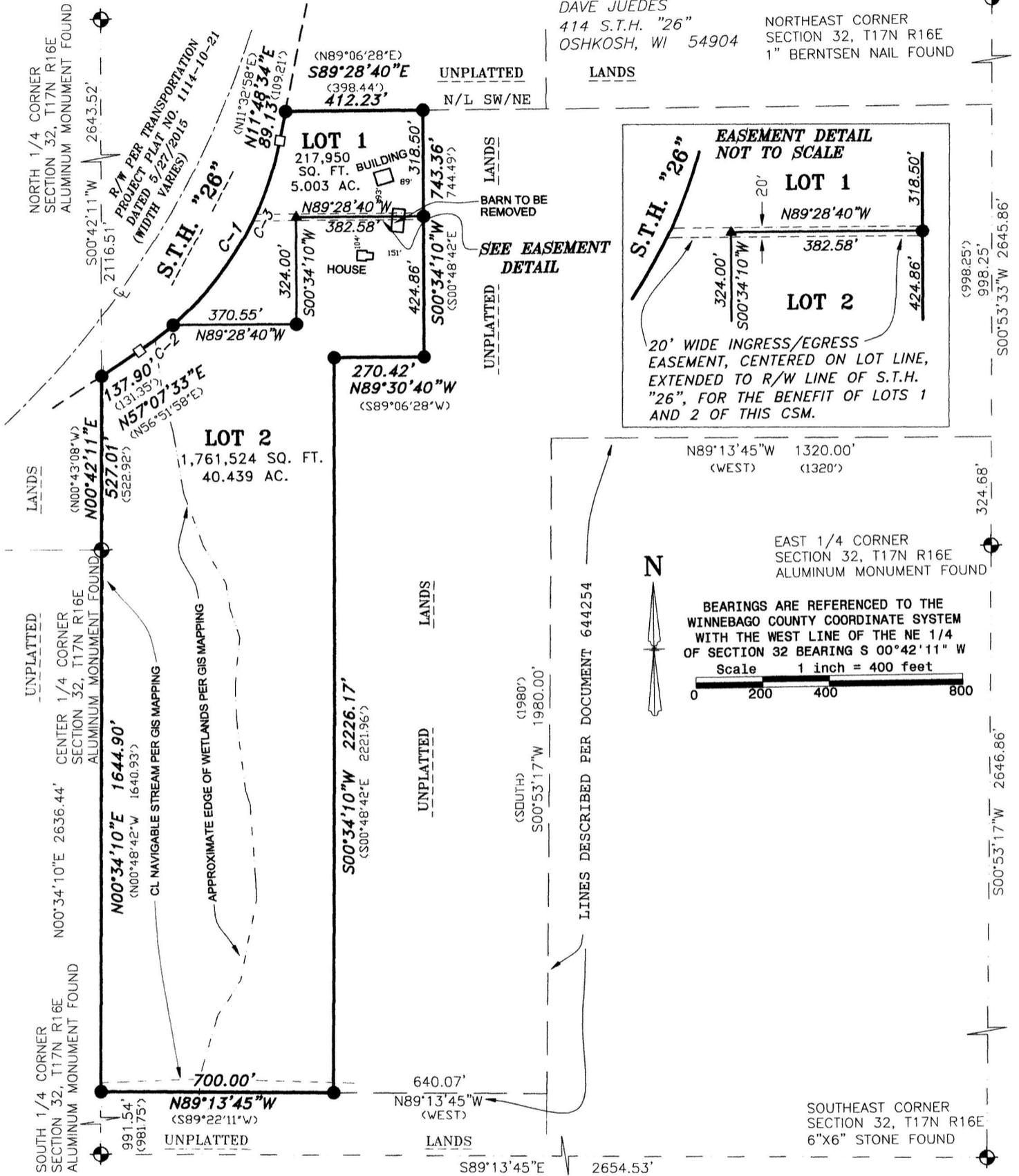
County Board Supervisory district 32 - Keller

CERTIFIED SURVEY MAP

PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE NORTHWEST 1/4 OF THE SOUTHWEST 1/4, AND PART OF THE SOUTHWEST 1/4 OF THE SOUTHWEST 1/4, IN SECTION 32, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
DAVE JUEDES
414 S.T.H. "26"
OSHKOSH, WI 54904

NORTHEAST CORNER
SECTION 32, T17N R16E
1" BERNITSEN NAIL FOUND



EAST 1/4 CORNER
SECTION 32, T17N R16E
ALUMINUM MONUMENT FOUND

BEARINGS ARE REFERENCED TO THE
WINNEBAGO COUNTY COORDINATE SYSTEM
WITH THE WEST LINE OF THE NE 1/4
OF SECTION 32 BEARING S 00°42'11" W

Scale 1 inch = 400 feet

CURVE TABLE

Curve	Radius	Delta	Length	Chord	Bearing	Chord
1	987.93'	45°19'00"	781.38'	N34°28'04"E	761.17'	
2	987.93'	7°21'01"	126.74'	N53°27'04"E	126.65'	
3	987.93'	37°57'59"	654.64'	N30°47'34"E	642.73'	

LEGEND

- 3/4" SOLID ROUND REBAR SET - 18" LONG, WEIGHING 1.502 LBS./LIN. FT.
- ▲ RAILROAD SPIKE SET
- 1-1/4" O.D. IRON PIPE FOUND W/D.O.T CAP FOUND
- ⊙ GOVERNMENT CORNER
- () RECORDED AS



2909 W TILLMAN ST.
APPLETON, WI 54914
(920) 410-3379
(920) 474-5025

mail@foxvalleylandsurveying.com
foxvalleylandsurveying.com

PROJECT NO. 171632-1
SHEET 1 OF 3

Application #17-ZC-4330

Date of Hearing:

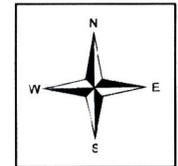
December 19, 2017

Owner(s):

Juedes, David J. & Beverly J.

Subject Parcel(s):

0120573



Winnebago County
WINGS Project

Scale

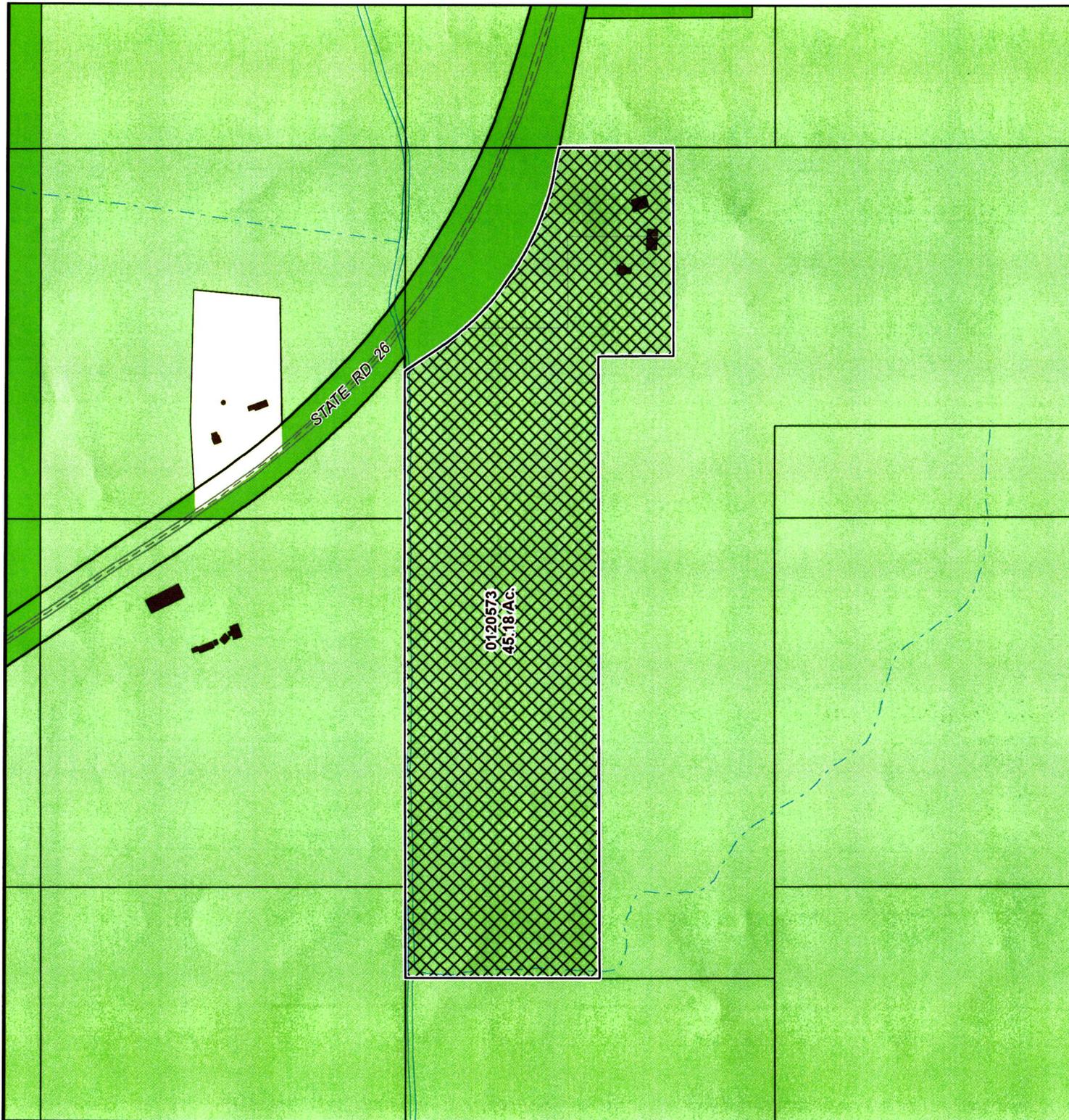
1 inch : 500 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



○ = SITE

Application #17-ZC-4330

Date of Hearing:

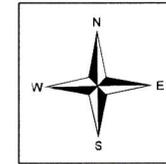
December 19, 2017

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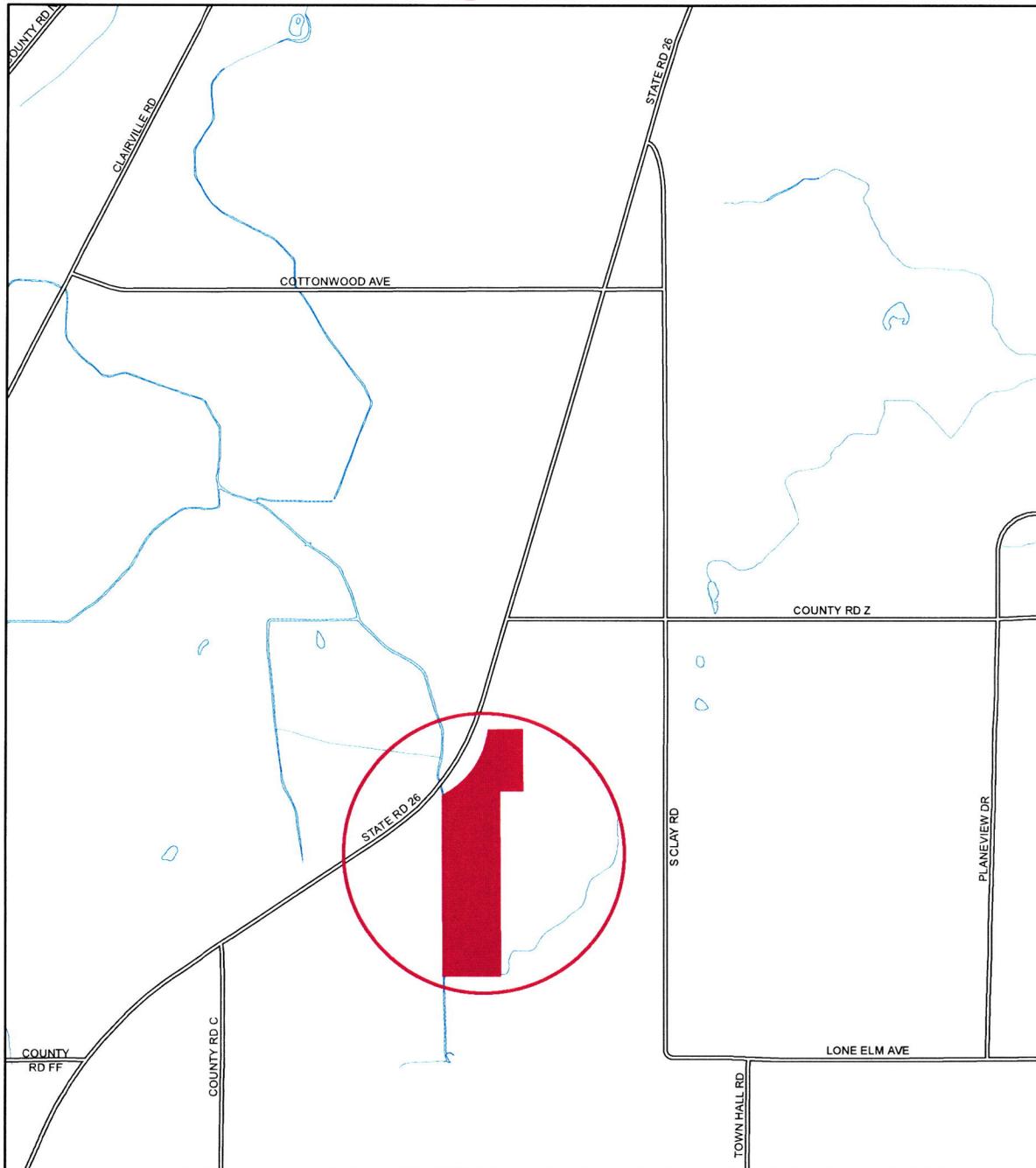
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Subject Parcel(s):

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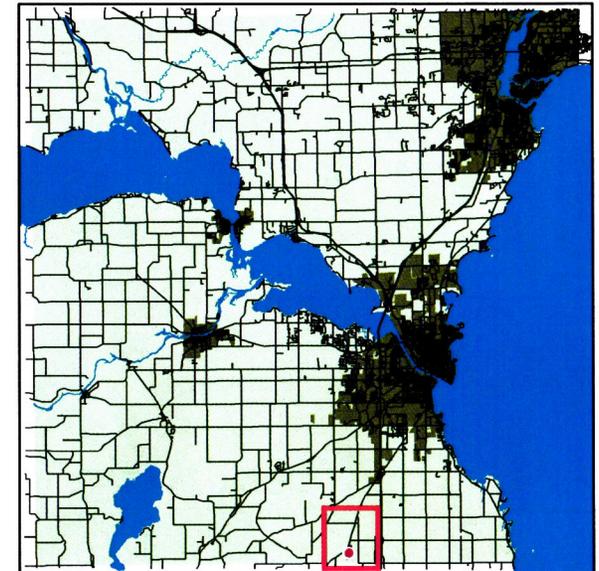


*Winnebago County
WINGS Project*



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4320 filed with the County Clerk by:

CONDON, ANN M ; CONDON, KEVIN J ; RONALD B MILLER REV TST ; SHIRLEY E MILLER REV TST ; MILLER, DOUGLAS R ; MILLER, LINDA M, Town of NEKIMI and referred to the Planning and Zoning Committee on 10/17/2017 and

WHEREAS, a Public Hearing was held on 11/14/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: CONDON, ANN M ; CONDON, KEVIN J ; RONALD B MILLER REV TST ; SHIRLEY E MILLER REV TST ; MILLER, DOUGLAS R ; MILLER, LINDA M

Agent(s): NA

Location of Premises Affected: EAST AND SOUTH OF 834 CLAIRVILLE RD, OSHKOSH, WI 54904

Legal Description: Being a part of the NE 1/4, Section 30, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0527-02, 012-0527, 012-0524, 012-0530, 012-0529, 012-0526

Sewer: Existing Required Municipal Private System

Overlay: Airport SWDD Shoreland Floodplain
 Microwave Wetlands

WHEREAS,
Applicant is requesting a rezoning to A-1 Agribusiness and A-2 General Agriculture to eliminate dual zoning on reconfigured lots.

And
WHEREAS, we received notification from the Town of NEKIMI recommending Approval

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

The Town of NEKIMI has Approved.
Town findings for Approval were as follows:

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 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 12/02/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4320 as follows:

Being a part of the NE 1/4, Section 30, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

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

TO: A-1 Agribusiness, A-2 General Agriculture

Adopted/ Denied this _____ day of _____, 2017

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

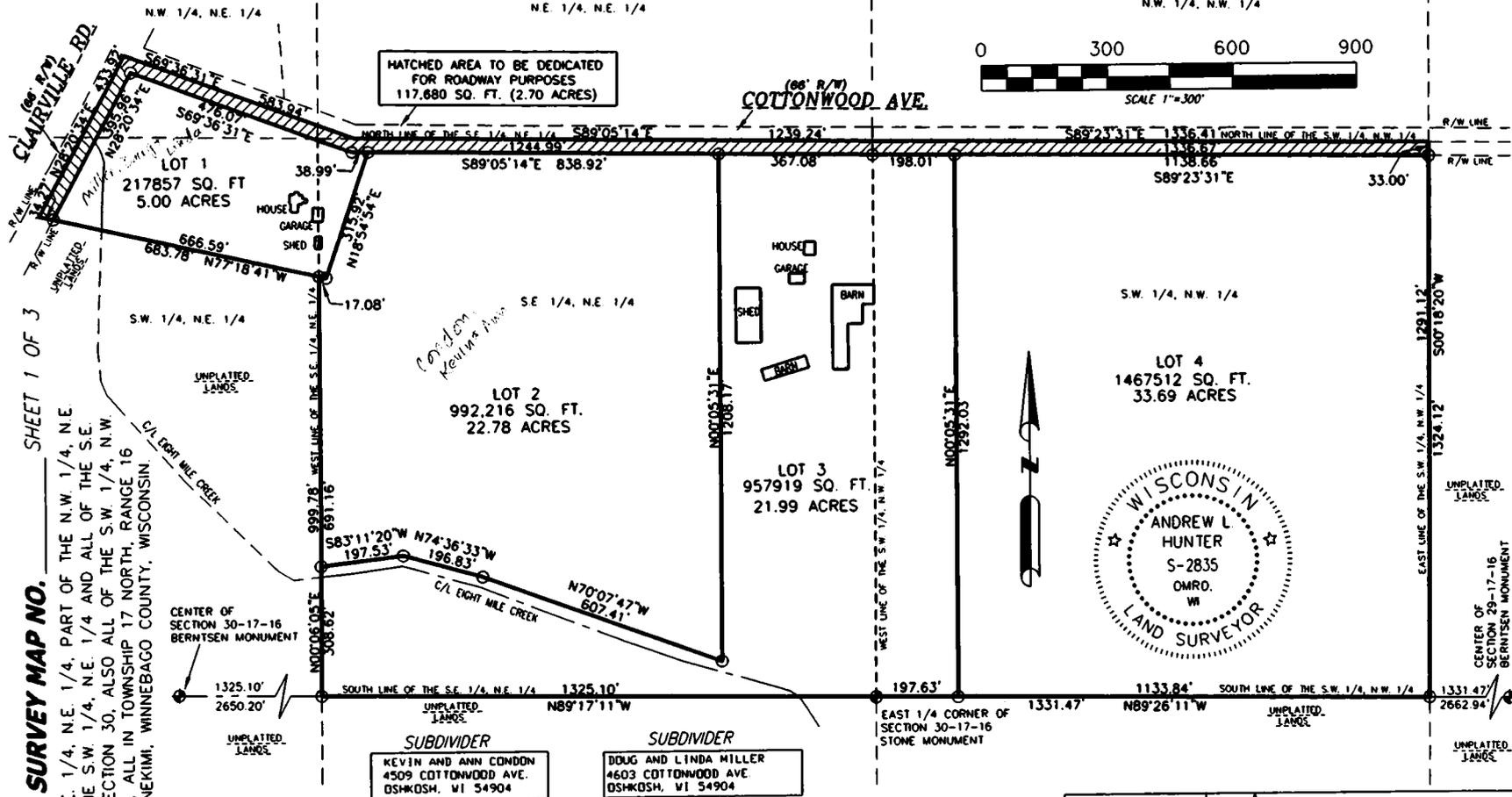
Mark Harris, County Executive

County Board Supervisory district 32 - Keller

CERTIFIED SURVEY MAP NO.

SHEET 1 OF 3

PART OF THE N.E. 1/4, N.E. 1/4, PART OF THE N.W. 1/4, N.E. 1/4, PART OF THE S.W. 1/4, N.E. 1/4 AND ALL OF THE S.E. 1/4, N.E. 1/4, SECTION 30, ALSO ALL OF THE S.W. 1/4, N.W. 1/4, N.E. 1/4, SECTION 29, ALL IN TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN



- DENOTES 1 INCH DIAMETER IRON PIPE FOUND, UNLESS OTHERWISE NOTED.
- DENOTES 1 INCH DIAMETER IRON PIPE 18 INCHES LONG SET WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.
- () DENOTES RECORD DIMENSION, WHERE DIFFERENT FROM ACTUAL

BEARINGS ARE REFERENCED TO THE SOUTH LINE OF THE N.E. 1/4 OF SECTION 30-17-16, WHICH BEARS NORTH 89°17'11" WEST

ALL DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.

SUBDIVIDER
 KEVIN AND ANN CONDON
 4509 COTTONWOOD AVE.
 OSHKOSH, WI 54904

SUBDIVIDER
 DDUG AND LINDA MILLER
 4603 COTTONWOOD AVE.
 OSHKOSH, WI 54904



10/2/2017		Wisconsin LAND SURVEYING INC. <i>Professional Service You Can Trust</i>
5359B		
SHEET 1 OF 3		
5020 LEONARD POINT RD. OSHKOSH, WI 54904		
www.wisconsinlandsurveying.com (920)410-7744		

Application #17-ZC-4320

Date of Hearing:

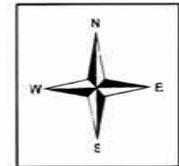
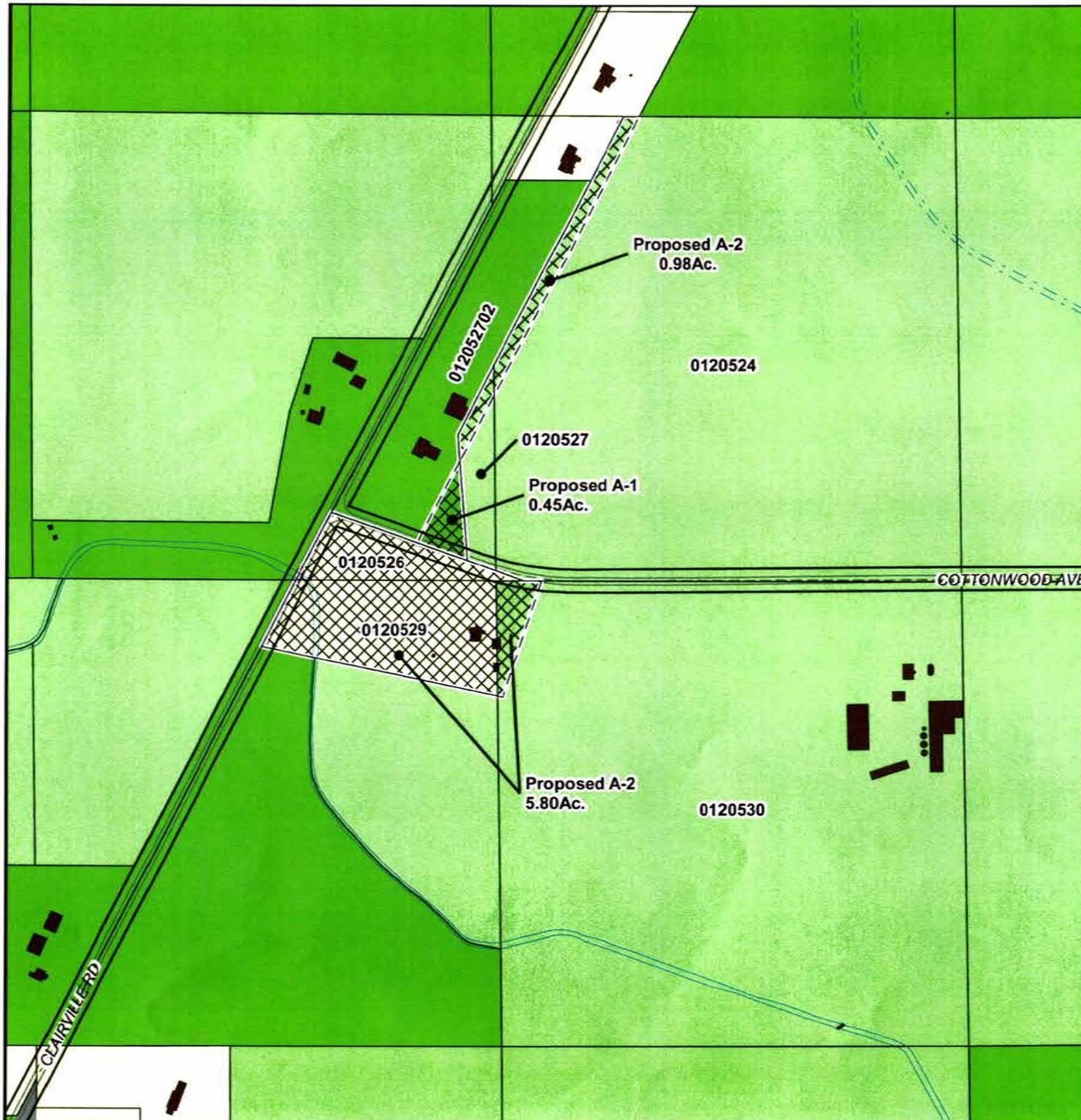
December 19, 2017

Owner(s):

Miller, Ronald & Shirley /
Miller, Douglas & Linda /
Condon, Kevin & Ann /

Subject Parcel(s):

0120524(P) / 0120526 /
0120527(P) / 012052702(P) /
0120529 / 0120530(P)



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 #17-ZC-4320

Date of Hearing:

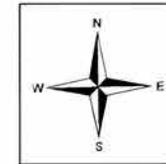
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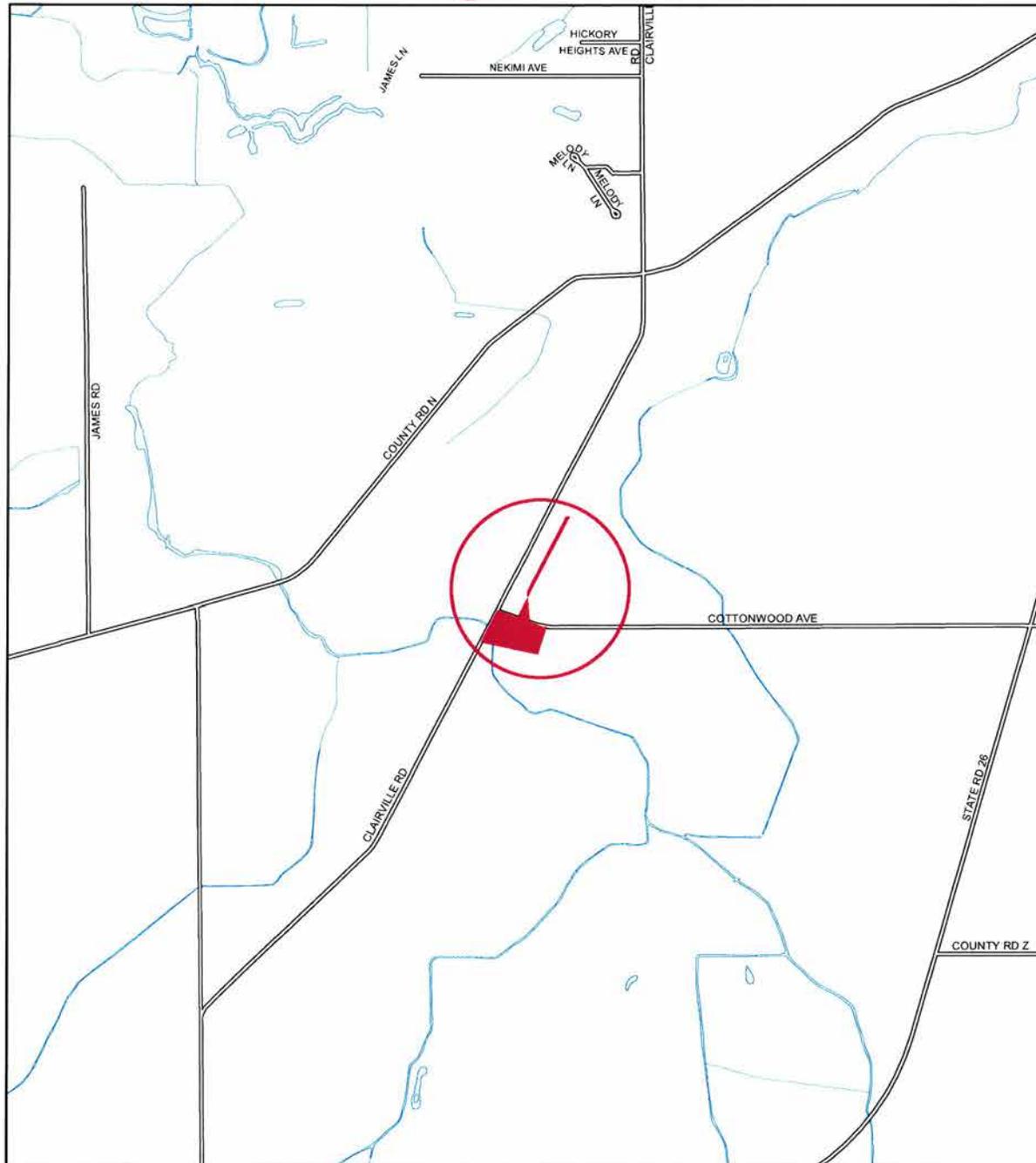
Miller, Ronald & Shirley / Miller, Douglas & Linda /
Condon, Kevin & Ann /

Subject Parcel(s):

0120524(P) / 0120526 / 0120527(P) /
012052702(P) / 0120529 / 0120530(P)



*Winnebago County
WINGS Project*



1 inch : 2,000 feet

● = SITE



WINNEBAGO COUNTY

1 221-122017

2 **RESOLUTION: Commendation for Lyle Clayton**

3

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

5

6 **WHEREAS**, Lyle Clayton has been employed with the Winnebago County Sheriff’s Department for the past
7 twenty (20) years, and during that time has been a most conscientious and devoted County employee; and

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

10

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

14

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

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **4-0**

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

22

23

24 Approved by the Winnebago County Executive this _____ day of _____, 2017.

25

26

27

28

Mark L Harris
Winnebago County Executive

1 222-122017

2

3 **RESOLUTION: Authorize the Transfer of \$22,000 From the “Other Operating Expenses” Category**
4 **to the “Health Insurance” Line Item of the UW Extension Office’s 2017 Budget to**
5 **Cover a Projected Overage**

6

7

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

9 **WHEREAS**, the UW Extension Department had two employees switch from single insurance to family
10 coverage in 2017; and

11 **WHEREAS**, a change like this in a relatively small department can have a significant impact on the budget
12 for that department; and

13 **WHEREAS**, the labor category of the department’s budget, specifically the health insurance line, is expected
14 to exceed the budget by the end of the year by \$22,000; and

15 **WHEREAS**, the department has realized savings in several line items in the “Other Operating Expense”
16 category that can be moved to the labor category to cover the overage.

17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
19 authorizes a transfer of \$22,000 from the “Other Operating Expense” category of the UW Extension 2017 Budget to
20 the “Health Insurance” line item of the Department’s 2017 Budget to cover a projected overage.

21

22 Respectfully submitted by:

23 **UW EDUCATION, EXTENSION, & AGRICULTURE COMMITTEE**

24 Committee Vote: **4-0**

25 Respectfully submitted by:

26 **PERSONNEL AND FINANCE COMMITTEE**

27 Committee Vote: **4-0**

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

29

30 Approved by the Winnebago County Executive this ____ day of _____, 2017.

31

32

33

34

Mark L Harris
Winnebago County Executive

1 223-122017

2

3 **RESOLUTION: Change Funding Source for Airport Terminal Building Partial Demolition and**
4 **Repairing of Roof on the Remaining Portion from the General Fund Undesignated**
5 **Fund Balance to the Issuance of General Obligation Promissory Notes with a**
6 **Total Cost of \$1.1 million**

7

8

9

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10 **WHEREAS**, during 2018 budget deliberations the Winnebago County Board, by a large majority, approved a
11 project to raze a portion of the existing terminal building at the airport and to repair the roof on the remaining building
12 at a cost of \$1.1 million; and

13 **WHEREAS**, the Winnebago County Board approved taking the funds from the General Fund Undesignated
14 Fund Balance to pay for the project; and

15 **WHEREAS**, the General Fund Undesignated Fund Balance was \$21,069,619 at the end of 2016 and is
16 projected to drop to \$20,079,619 at the end of 2017; and

17 **WHEREAS**, the Winnebago County Board approved the use of \$5,313,760 of General Fund Undesignated
18 Fund Balance to balance the 2018 budget, which would leave a balance of \$15,865,859; and

19 **WHEREAS**, the target undesignated fund balance for the general fund using a formula of 1/12th of County
20 expenditures is currently \$14,701,000 bringing the projected fund balance very close to the target; and

21 **WHEREAS**, Winnebago County has been applying significant amounts of fund balance annually to balance
22 the budget; and

23 **WHEREAS**, borrowing rates are at historical lows and funding capital projects with borrowing makes sense
24 considering the Board will continue to need to use General Fund Undesignated Fund Balance to balance future
25 budgets under current levy limit laws.

26 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
27 approves changing the funding source for the airport project from the General Fund Undesignated Fund Balance to
28 the issuance of general obligation promissory notes.

29 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funds to pay for the
30 project be advanced from the General Fund of Winnebago County to the Airport Capital Project to raze a portion of
31 the terminal building and repair the roof on the remaining portion of the building, with the General Fund being
32 reimbursed from a subsequent bond issue.

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **4-0**

36 Vote Required for Passage: **Three-Fourths of Membership**

37

38 Approved by the Winnebago County Executive this ____ day of _____, 2017.

39

40

41

42

Mark L Harris
Winnebago County Executive

1 224-122017

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County Human**
3 **Services Department—Behavioral Health Services Division**

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

7 **WHEREAS**, in order to more effectively meet client needs, in 2016 an employee holding the title Case
8 Manager—Safe Streets was administratively transferred to work with Winnebago County Department of Human
9 Services' Behavioral Health Services Division Case Management and Community Support Team; and

10 **WHEREAS**, as part of this team, this employee is certified as an AODA counselor and has been providing
11 services that fall within the AODA Counselor position description; and

12 **WHEREAS**, because having an AODA counselor continues to be a part of this team and has proven to be
13 beneficial in terms of providing needed client services, the Department of Human Services wishes to change the
14 Case Manager—Safe Streets position into a permanent AODA Counselor position.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 amends the Table of Organization for the Winnebago County Department of Human Services' Administrative
17 Services Division, effective immediately, by deleting one (1) full-time Case Manager—Safe Streets position and
18 adding one (1) full-time AODA Counselor Position. The 2018 Table of Organization will now include one (1) full-time
19 Case Manager—Safe Streets position and six (6) full-time AODA Counselor positions.
20

21
22 Respectfully submitted by:

23 **PERSONNEL AND FINANCE COMMITTEE**

24 Committee Vote: **4-0**

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

26
27 Approved by the Winnebago County Executive this ____ day of _____, 2017.

28
29 _____
30 Mark L Harris
31 Winnebago County Executive

1 225-122017

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County Sheriff's**
3 **Department**

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

7 **WHEREAS**, the current Table of Organization for the Winnebago County Sheriff's Department provides for
8 fifty-seven (57) full-time and ten (10) part-time Corrections Officer positions; and

9 **WHEREAS**, increased demands on staffing for Corrections Officers make it desirable for the Sheriff to be
10 able to place five of the current part-time officers into the regular scheduling rotation, which can only be done under
11 the Collective Bargaining Agreement if they are made full-time officers; and

12 **WHEREAS**, increasing five (5) of the part-time Corrections Officer positions to full-time will not require an
13 increase in labor budgets for the Winnebago County Sheriff's Department since there are already sufficient funds
14 budgeted for wages and the officers already receive the same employee benefits as do full-time officers.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 amends the Table of Organization for the Winnebago County Sheriff's Department, effective as soon as the change
17 can be administratively scheduled, by deleting five (5) part-time Corrections Officer positions and adding five (5) full-
18 time Corrections Officer positions. The 2018 Table of Organization will include sixty-two (62) full-time Corrections
19 Officer positions and five (5) part-time Corrections Officer positions.
20

21
22 Respectfully submitted by:

23 **PERSONNEL AND FINANCE COMMITTEE**

24 Committee Vote: **4-0**

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

26
27 Approved by the Winnebago County Executive this ____ day of _____, 2017.

28
29 _____
30 Mark L Harris
31 Winnebago County Executive

2 **RESOLUTION: Authorize Payment of Shift Premiums for Park View Health Center**
3 **Nursing Staff**

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

6 **WHEREAS**, it has become increasingly difficult to recruit and retain nursing staff, particularly Nurse’s Aides,
7 to work at Park View Health Center, which is experiencing a staffing shortage that causes substantial expense for
8 overtime and agency costs; and

9 **WHEREAS**, Park View Health Center currently pays a shift differential to staff Registered Nurses who work
10 evening, overnight, or weekend shifts, but does not pay such differentials to Nurse’s Aides or Licensed Practical
11 Nurses; and

12 **WHEREAS**, shift and weekend differentials for all shift nursing staff are very common in the long-term care
13 industry, and inability to offer such differentials has put Park View Health Center at a competitive disadvantage in
14 recruiting new employees, while also making it more difficult to induce current employees to accept additional
15 afternoon, night, or weekend shifts.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that effective
17 January 1, 2018, shift and weekend differentials may be paid to employees working as Shift Nurse’s Aides and Shift
18 Licensed Practical Nurses as follows:

19 **SHIFT NURSE’S AIDES WILL BE PAID:**

- 20 (a) A weekend pay differential of \$1.00 per hour for work performed between the hours of 6:30 a.m.
- 21 Saturday and 6:30 a.m. Monday.
- 22
- 23 (b) A shift differential of \$1.00 per hour for work performed between the hours of 2:30 p.m. and 6:30 a.m.
- 24 each day.
- 25

26 **SHIFT LPNs WILL BE PAID:**

- 27 (a) A weekend pay differential of \$1.00 per hour for work performed between the hours of 6:30 a.m.
- 28 Saturday and 6:30 a.m. Monday.
- 29
- 30 (b) A shift differential of \$2.00 per hour for work performed between the hours of 2:30 p.m. and 6:30 a.m.
- 31 each day.
- 32

33 Salaried employees will not receive shift or weekend differentials.

34 **Fiscal Note:** The total amount to be paid in shift and weekend premiums in 2018 is estimated to be approximately
35 \$186,720, and an additional \$26,741 is estimated for WRS, FICA, and Medicare expenses for the
36 premiums, for a total estimated expense of \$213,462. These estimated expenses were included in the
37 2018 Budget as adopted. Some savings in overtime and agency costs are expected, but these
38 amounts cannot be accurately estimated at this time.

39
40 Respectfully submitted by:

41 **PERSONNEL AND FINANCE COMMITTEE**

42 Committee Vote: **4-0**

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

44
45 Approved by the Winnebago County Executive this ____ day of _____, 2017.

46
47
48 _____
49 Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Adopt Revision to Winnebago County Compensation Schedule**

3
4

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

6 **WHEREAS**, it is advisable to consider adjustments to the pay ranges for Winnebago County employees
7 periodically to ensure that our wage rates remain at a level sufficient to allow us to attract and retain good
8 employees; and

9 **WHEREAS**, adjusting the minimums, control points, and maximums of pay ranges will not directly increase
10 the pay of any particular County employee, but will allow employees at the maximum of their pay ranges to
11 participate in the Merit Pay Program and receive merit pay increases if they do earn them, up to the new maximum of
12 their pay ranges; and

13 **WHEREAS**, your undersigned Committee believes that an increase of 1.0% represents a reasonable
14 adjustment to our non-union pay schedules.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 authorizes a 1.0% increase to the minimums, control points, and maximum pay grades in the Winnebago County
17 Compensation Schedule as indicated in the attached schedule, which is incorporated herein by reference and made
18 a part of this Resolution.
19

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that said pay grade increases
21 shall be effective as of January 1, 2018.

22 **Fiscal Note:** There is no fiscal impact to this Resolution. Pay raises will be as determined by the Merit Pay Plan.
23

24
25
26 Respectfully submitted by:
27 **PERSONNEL AND FINANCE COMMITTEE**

28 Committee Vote: **4-0**
29 Vote Required for Passage: **Majority of Those Present**
30

31 Approved by the Winnebago County Executive this ____ day of _____, 2017.
32

33
34 _____
35 Mark L Harris
Winnebago County Executive

2018 Winnebago County Compensation Schedule

Effective January 1, 2018

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
10	<i>Grade 10</i>						
10			\$12.83	\$13.47	\$14.14	\$15.74	\$16.03
11	<i>Grade 11</i>						
11	Administrative Aide	Child Support	\$13.47	\$14.14	\$14.85	\$16.52	\$16.83
11	Custodian	Facilities					
11	Administrative Aide	Park View Health Center					
11	Custodian	Park View Health Center					
11	Food Service Assistant	Park View Health Center					
12	<i>Grade 12</i>						
12	Cook	Park View Health Center	\$14.14	\$14.85	\$15.59	\$17.35	\$17.68
12	Unit Assistant	Park View Health Center					
12	Volunteer and Activity Associate	Park View Health Center					
13P	<i>Grade 13P</i>						
13P	Nurse Aide	Park View Health Center	\$14.63	\$15.37	\$16.13	\$17.10	\$18.29
13	<i>Grade 13</i>						
13	Administrative Associate I	Child Support	\$14.63	\$15.37	\$16.13	\$17.96	\$20.20
13	Administrative Associate I	Clerk of Courts					
13	Administrative Associate I	District Attorney					
13	Administrative Associate I	Facilities					
13	Facilities Assistant	Facilities					
13	Administrative Associate I	Finance					
13	Public Health Aide	Health					
13	Administrative Associate I	Human Services - AD					
13	Administrative Associate I	Human Services - ES					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
--------------	----------------------	-------------	-----------------------	-----------------------	---	-----------------------	-----------------------

13 Tax Listing Associate

Planning and Zoning

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
14			\$15.59	\$16.37	\$17.19	\$19.13	\$21.52
14	Tax Listing Specialist	Planning and Zoning					
14	Records Associate	Register of Deeds					
15			\$16.45	\$17.27	\$18.14	\$20.19	\$22.70
15	Court Record Associate	Clerk of Courts					
15	Administrative Associate II	County Clerk					
15	Facilities Specialist	Facilities					
15	Administrative Associate II	Family Court					
15	Financial Associate I	Highway					
15	Financial Associate I	Park View Health Center					
15	Corrections Financial Associate	Sheriff					
15	Financial Associate I	Sheriff					
15	Public Safety Records Associate	Sheriff					
15	Financial Associate I	Treasurer					
16			\$17.11	\$18.14	\$19.04	\$21.20	\$23.61
16	Financial Associate II	Child Support					
16	Administrative Associate III	Clerk of Courts					
16	Financial Associate II	Clerk of Courts					
16	Jury Clerk	Clerk of Courts					
16	Small Claims Specialist	Clerk of Courts					
16	Administrative Associate III	County Clerk					
16	Financial Associate II	Finance					
16	Administrative Associate III	Health					
16	Administrative Associate III	Highway					
16	Bridgetender	Highway					
16	Administrative Associate III	Human Resources					
16	Administrative Associate III	Human Services - AD					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
16	Financial Associate II	Human Services - AD					
16	Transcriptionist Associate	Human Services - AD					
16	Financial Associate II	Park View Health Center					
16	Zoning Associate	Planning and Zoning					
16	Records & Transcription Associate	Sheriff					
16	Warrant & Electronic Monitoring Associate	Sheriff					
16	Solid Waste Associate	Solid Waste					
16	Financial Associate II	Treasurer					
16	Administrative Associate III	UW Extension					
17		Grade 17	\$17.97	\$19.04	\$20.00	\$22.26	\$24.79
17	WIC Breastfeeding Peer Counselor	Health					
17	Mental Health Technician	Human Services - BH					
17	Peer Support Specialist	Human Services - BH					
17	Program Specialist	Human Services - BH					
17	Economic Support Specialist I	Human Services - ES					
17	Activity Specialist	Park View Health Center					
18		Grade 18	\$18.86	\$20.00	\$21.00	\$23.37	\$26.03
18	Administrative Associate - Airport	Airport					
18	Child Support Specialist	Child Support					
18	Administrative Associate - County Coroner	Coroner					
18	Deputy County Clerk	County Clerk					
18	Deputy Register in Probate	Courts					
18	Emergency Management Associate	Emergency Management					
18	Administrative Associate - Facilities	Facilities					
18	Painter-Facilities	Facilities					
18	Administrative Associate - Public Health	Health					
18	Janitor-Watchman	Highway					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
18	Human Resource Associate I	Human Resources					
18	Administrative Associate - Human Services	Human Services - AD					
18	Administrative Associate IV	Human Services - AD					
18	Administrative Associate - AODA	Human Services - AD					
18	Mental Health Technician - Lead	Human Services - BH					
18	Case Aide	Human Services - CW					
18	Case Aide	Human Services - ES					
18	Economic Support Specialist II	Human Services - ES					
18	Problem Resolution Specialist	Human Services - ES					
18	Administrative Associate - LWCD	Land and Water Conservation					
18	Painter	Park View Health Center					
18	Administrative Associate - Parks	Parks					
18	Administrative Associate - Planning	Planning and Zoning					
18	Administrative Associate - Sheriff	Sheriff					
18	Booking Security Associate	Sheriff					
18	Civil Process Associate	Sheriff					
18	Evidence Technician	Sheriff					
18	Administrative Associate - Solid Waste	Solid Waste					
18	Deputy County Treasurer	Treasurer					
18	Administrative Associate - UW Extension	UW Extension					
18	Administrative Associate IV-Veterans	Veterans					
19	Grade 19		\$20.00	\$21.20	\$22.26	\$24.77	\$27.60
19	Child Support Specialist - Lead	Child Support					
19	Court Assistant	Clerk of Courts					
19	Paralegal	Corporation Counsel					
19	Court Reporter	Courts					
19	Administrative Associate V	District Attorney					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
19	Legal Secretary	District Attorney					
19	Paralegal	District Attorney					
19	Victim Witness Specialist	District Attorney					
19	WI Well Woman Program Specialist	Health					
19	Human Resource Associate II	Human Resources					
19	Home Consultant	Human Services - CW					
19	Juvenile Restitution Program Coordinator	Human Services - CW					
19	Activity Specialist - Lead	Park View Health Center					
19	Medical Records Associate	Park View Health Center					
19	Purchasing Associate	Park View Health Center					
19	Inmate Classification Associate	Sheriff					
19	Veterans Benefits Specialist	Veterans					
20		Grade 20	\$21.00	\$22.26	\$23.37	\$26.01	\$28.97
20	Maintenance Equipment Operator	Airport					
20	Judicial Associate - Lead	Clerk of Courts					
20	Maintenance Technician	Facilities					
20	Equipment Operator I	Highway					
20	Payroll and Benefits Specialist	Human Resources					
20	Economic Support Specialist - Lead	Human Services - ES					
20	Staff Development Specialist	Human Services - ES					
20	Disability Benefit Specialist	Human Services - LTS					
20	Elder Benefit Specialist	Human Services - LTS					
20	IS Accountant	Information Systems					
20	User Support Specialist	Information Systems					
20	Accounting Associate	Park View Health Center					
20	Nursing Scheduler	Park View Health Center					
20	Parks Caretaker	Parks					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
20	Dispatcher	Sheriff					
20	GPS Coordinator	Sheriff					
20	Equipment Operator	Solid Waste					
21P		<i>Grade 21P</i>	\$23.10	\$24.48	\$25.71	\$27.25	\$28.87
21P	LPN	Park View Health Center					
21P	LPN-Unit Assistant	Park View Health Center					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
21	<i>Grade 21 - Hourly</i>		\$23.10	\$24.48	\$25.71	\$28.61	\$31.87
21	<i>Grade 21 - Salaried</i>		\$48,039	\$50,922	\$53,468	\$59,510	\$66,294
21	Executive Assistant	County Executive					
21	Register in Probate	Courts					
21	Crime Data Specialist	District Attorney					
21	Risk Assessment Specialist	District Attorney					
21	Victim Witness Program Coordinator	District Attorney					
21	Communications Specialist	Health					
21	WIC Program Nutritionist	Health					
21	Equipment Operator II	Highway					
21	Human Resource Generalist	Human Resources					
21	AODA Counselor-In Training	Human Services - BH					
21	LPN - Psychiatric Nurse	Human Services - BH					
21	Prevention Services Coordinator	Human Services - BH					
21	User Support Specialist - Lead	Information Systems					
21	Administrative Coordinator	Park View Health Center					
21	Food Service Supervisor	Park View Health Center					
21	Housekeeping Supervisor	Park View Health Center					
21	Erosion Control Technician	Planning and Zoning					
21	Register of Deeds Supervisor	Register of Deeds					
21	Environmental Technician	Solid Waste					
22	<i>Grade 22 - Hourly</i>		\$24.25	\$25.71	\$26.99	\$30.04	\$33.47
22	<i>Grade 22 - Salaried</i>		\$50,441	\$53,468	\$56,141	\$62,485	\$69,609
22	Mechanic	Airport					
22	Accounting Supervisor	Clerk of Courts					
22	Carpenter	Facilities					
22	Educator - Health	Health					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
22	Environmental Health Specialist I	Health					
22	Foreman	Highway					
22	Mechanic	Highway					
22	Accountant	Human Services - AD					
22	Case Manager - Justice Programs	Human Services - BH					
22	Case Manager - Safe Streets	Human Services - BH					
22	Agronomist	Land and Water Conservation					
22	Conservation Technician	Land and Water Conservation					
22	GIS Technician	Land and Water Conservation					
22	Clinical Dietitian	Park View Health Center					
22	Parks Maintenance Supervisor	Parks					
22	Code Enforcement Officer	Planning and Zoning					
22	Real Property Listing Supervisor	Planning and Zoning					
22	Accountant	Sheriff					
22	Evidence/Records Supervisor	Sheriff					
22	Records Administrative Supervisor	Sheriff					
22	Work Release Unit Supervisor	Sheriff					
22	Foreman	Solid Waste					
22	Solid Waste Mechanical Technician	Solid Waste					
22	Educator - 4H Youth & Science	UW Extension					
22	Educator - Family Living	UW Extension					
23		<i>Grade 23 - Hourly</i>	\$25.71	\$26.99	\$28.34	\$31.71	\$35.47
23		<i>Grade 23 - Salaried</i>	\$53,468	\$56,141	\$58,948	\$65,951	\$73,786
23	Investigator	District Attorney					
23	Deputy Director of Emergency Management	Emergency Management					
23	Electrician	Facilities					
23	Maintenance Supervisor	Facilities					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
23	Environmental Health Specialist II	Health					
23	Health Programs Evaluator	Health					
23	AODA Counselor	Human Services - BH					
23	Case Manager - Behavioral Health	Human Services - BH					
23	Case Manager - CSP	Human Services - BH					
23	Case Manager - Team Services	Human Services - BH					
23	Intensive In-Home Case Specialist	Human Services - BH					
23	Mental Health Crisis Specialist	Human Services - BH					
23	Mental Health Crisis Specialist	Human Services - BH					
23	Resident Counselor - Summit House	Human Services - BH					
23	Residential Program Counselor	Human Services - BH					
23	Youth CCS Case Specialist	Human Services - BH					
23	Juvenile Intake Specialist	Human Services - CW					
23	Social Work Specialist	Human Services - CW					
23	ADRC Specialist	Human Services - LTS					
23	APS Specialist	Human Services - LTS					
23	Social Work Specialist	Human Services - LTS					
23	Network Technician	Information Systems					
23	Telecommunications Specialist	Information Systems					
23	GIS Specialist	Land and Water Conservation					
23	Resource Conservationist	Land and Water Conservation					
23	Social Worker - Medical	Park View Health Center					
23	GIS Specialist I	Planning and Zoning					
23	Public Safety Application Administrator	Sheriff					
23	Veterans Services Supervisor	Veterans					
24			\$27.25	\$28.61	\$30.04	\$33.61	\$37.60
24			\$56,676	\$59,510	\$62,485	\$69,909	\$78,213

Grade 24 - Hourly

Grade 24 - Salaried

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
24	Maintenance and Operations Manager	Airport					
24	Assistant Child Support Attorney	Child Support					
24	Office Supervisor	Child Support					
24	Chief Deputy Clerk of Courts	Clerk of Courts					
24	Diversion Program Coordinator	District Attorney					
24	Office Supervisor	District Attorney					
24	HVAC Specialist	Facilities					
24	Master Electrician	Facilities					
24	Plumber	Facilities					
24	Family Court Mediator	Family Court					
24	Accounting Supervisor	Finance					
24	Purchasing Manager	Finance					
24	Mental Health Project Coordinator	Health					
24	Public Health Nurse	Health					
24	Public Health Preparedness Specialist	Health					
24	Office Supervisor	Highway					
24	Parts Supervisor	Highway					
24	Traffic Operations Supervisor	Highway					
24	Human Resource Advisor	Human Resources					
24	Office Supervisor	Human Services - AD					
24	Special Projects Coordinator	Human Services - AD					
24	Psychiatric Nurse	Human Services - BH					
24	Qualified Therapist - In Training	Human Services - BH					
24	Summit House and Toward Tomorrow Supervisor	Human Services - BH					
24	Systems Analyst	Information Systems					
24	Food and Nutrition Services Manager	Park View Health Center					
24	GIS Specialist II	Planning and Zoning					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
24	Land Use Planner	Planning and Zoning					
24	Crime Analyst	Sheriff					
24	Recycling Program Manager	Solid Waste					
24P	<i>Grade 24P - Hourly</i>		\$28.47	\$29.90	\$31.39	\$33.28	\$35.59
24P	<i>Grade 24P - Salaried</i>		\$59,226	\$62,188	\$65,297	\$69,215	\$74,033
24P	Registered Nurse	Park View Health Center					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
25	<i>Grade 25 - Hourly</i>		\$29.97	\$31.47	\$33.05	\$36.97	\$41.36
25	<i>Grade 25 - Salaried</i>		\$62,344	\$65,461	\$68,734	\$76,899	\$86,034
25	Special Investigator	District Attorney					
25	Family Court Services Manager	Family Court					
25	Environmental Health Manager	Health					
25	Public Health Planner	Health					
25	WIC Program Manager	Health					
25	Bridge & Engineering Manager	Highway					
25	Highway Equipment Superintendent	Highway					
25	Highway Maintenance Superintendent	Highway					
25	Payroll and Benefits Manager	Human Resources					
25	Behavioral Specialist	Human Services - BH					
25	Family Services Therapist	Human Services - BH					
25	Intensive In-Home Therapist	Human Services - BH					
25	Psychotherapist	Human Services - BH					
25	Economic Support Supervisor	Human Services - ES					
25	System Analyst - Lead	Information Systems					
25	Parks Manager	Parks					
25	Program Manager	Parks					
25	GIS System Analyst/ Administrator	Planning and Zoning					
25	Zoning Administrator	Planning and Zoning					
25	Solid Waste Operations Manager	Solid Waste					
26	<i>Grade 26 - Hourly</i>		\$31.92	\$33.52	\$35.19	\$39.37	\$44.05
26	<i>Grade 26 - Salaried</i>		\$66,396	\$69,716	\$73,202	\$81,898	\$91,626
26	Financial Supervisor	Human Services - AD					
26	Adult AODA Supervisor	Human Services - BH					
26	Adult Therapist Supervisor	Human Services - BH					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
26	Crisis Intervention Manager	Human Services - BH					
26	CSP/CSS Supervisor	Human Services - BH					
26	Youth Mental Health Supervisor	Human Services - BH					
26	Program Supervisor - Human Services	Human Services - CW					
26	Program Supervisor - Juvenile Intake	Human Services - CW					
26	Program Supervisor - ADRC	Human Services - LTS					
26	Program Supervisor - Elderly Benefits	Human Services - LTS					
26	Program Supervisor - Family Support	Human Services - LTS					
26	Network Administrator	Information Systems					
26	Social Wellness Manager	Park View Health Center					
26	Staff Development Coordinator	Park View Health Center					
27		<i>Grade 27 - Hourly</i>	\$33.87	\$35.56	\$37.34	\$41.78	\$46.74
27		<i>Grade 27 - Salaried</i>	\$70,448	\$73,971	\$77,669	\$86,896	\$97,219
27	Assistant Corporation Counsel	Corporation Counsel					
27	Director of Emergency Management	Emergency Management					
27	Facilities and Grounds Manager	Facilities					
27	Assistant Finance Director	Finance					
27	Public Health Supervisor	Health					
27	Human Resource Manager	Human Resources					
27	Development Supervisor	Information Systems					
27	Technical Support Supervisor	Information Systems					
27	RN Neighborhood Supervisor	Park View Health Center					
27	RN Shift Supervisor	Park View Health Center					
27	Lieutenant	Sheriff					
27	Director of Veterans' Services	Veterans					
28		<i>Grade 28 - Hourly</i>	\$38.95	\$40.90	\$42.94	\$48.04	\$53.75
28		<i>Grade 28 - Salaried</i>	\$81,015	\$85,066	\$89,320	\$99,931	\$111,801

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
28	Airport Director	Airport					
28	Director of Child Support	Child Support					
28	Court Commissioner	Courts					
28	Family Court Commissioner	Family Court					
28	Chief Psychologist - Clinical Manager	Human Services - BH					
28	Division Manager - Behavioral Health	Human Services - BH					
28	Division Manager - Child Welfare	Human Services - CW					
28	Division Manager - Economic Support	Human Services - ES					
28	Division Manager - Long-Term Support	Human Services - LTS					
28	Director of Land and Water Conservation	Land and Water Conservation					
28	Financial Services Manager	Park View Health Center					
28	Captain	Sheriff					
29			\$42.84	\$44.99	\$47.24	\$52.85	\$59.13
29			\$89,117	\$93,573	\$98,251	\$109,924	\$122,981
29	Director of Facilities	Facilities					
29	Director of Public Health	Health					
29	Deputy Director of Human Services	Human Services - AD					
29	Director of Information Systems	Information Systems					
29	Director of Nursing	Park View Health Center					
29	Director of Parks and Expo Center	Parks					
29	Director of Planning and Zoning	Planning and Zoning					
29	Chief Deputy Sheriff	Sheriff					
29	Director of Solid Waste	Solid Waste					
30			\$46.27	\$48.59	\$51.02	\$57.08	\$63.86
30			\$96,246	\$101,059	\$106,112	\$118,718	\$132,820
30	Director of Finance	Finance					
30	Highway Commissioner	Highway					

Grade	Current Title	Dept	Target Minimum	Top of Range A	Control Point Top of Range B	Top of Range C	Top of Range D
30	Director of Human Resources	Human Resources					
30	Administrator	Park View Health Center					
31	<i>Grade 31 - Hourly</i>		\$49,97	\$52.47	\$55.10	\$61.64	\$68.96
31	<i>Grade 31 - Salaried</i>		\$103,946	\$109,143	\$114,601	\$128,215	\$143,446
31	Corporation Counsel	Corporation Counsel					
31	Director of Human Services	Human Services - AD					

1 228-122017

2 **RESOLUTION: Amend Winnebago County Employee Compensation Plan**

3
4
5

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

6 **WHEREAS**, in July 2016, the Winnebago County Board of Supervisors adopted the Winnebago County
7 Compensation Plan under Resolution Number 027-62016; and

8 **WHEREAS**, the Compensation Plan included a process for considering appeals regarding classification of
9 various positions and a process for establishing the grade of new positions, but did not provide a process for
10 considering requests to reclassify existing positions from their current pay grades to higher or lower pay grades; and

11 **WHEREAS**, it is desirable to establish a consistent and fair process for considering requests to reclassify
12 existing positions, which may have become incorrectly classified over time because of changes in duties and
13 responsibilities for the position or other factors such as internal equity within the Winnebago County organization or
14 external changes in the labor market.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 amends the Winnebago County Employee Compensation Plan by adding Section 7 thereto, as indicated on the
17 attached plan, which is incorporated herein by reference and made a part of this Resolution.

18 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that these amendments to
19 the Winnebago County Employee Compensation Plan become effective immediately.

20

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **4-0**

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

25

26 Approved by the Winnebago County Executive this ____ day of _____, 2017.

27

28 _____
29 Mark L Harris
30 Winnebago County Executive
31
32

WINNEBAGO COUNTY EMPLOYEE COMPENSATION PLAN

Approved July 19, 2016 with proposed amendment December 2017

Section 1 Purpose and Scope

(a) This Compensation Plan is designed to provide for reasonable wages and salaries that are sufficient to attract and retain competent employees as needed to perform services for the residents of the County.

(b) This Compensation Plan applies to all Full-Time Regular and Part-Time Regular employees of Winnebago County except for elected officials, contracted employees, and those whose compensation is subject to collective bargaining as a public safety employee. It does not apply to temporary, project, casual, seasonal, or client/restitution employees.

Section 2 Establishment of Compensation Schedule

(a) The compensation schedule attached to this Plan as Appendix A is adopted, including the pay grades, recommended position titles, placement of covered positions in grades, and the minimum, control point, and other range points for each grade.

(b) An appeal period will be established within a period of 90 days following adoption of this Plan during which appeals challenging position titles or placement of positions in pay grades may be filed. Such appeals may be filed by either an employee in the affected position or by the department head for the position, and not by any other person. Appeals may be filed by completing the form attached as Appendix B to this Plan and submitting the completed form to the Human Resources Department.

(c) McGrath Consulting Group will make a decision with regard to each appeal that is filed, and will reflect its decisions in an amended compensation schedule, which will be submitted to the Personnel & Finance Committee. Upon receiving the amended compensation schedule, the Personnel & Finance Committee may accept it or may take other action as the Committee sees fit.

Section 3 Impact on Pay for Existing Employees

(a) No employee's pay will be changed directly as a result of adoption of this Compensation Plan except as authorized in this Section or through the operation of the Winnebago County Merit Pay Plan.

(b) Any employee whose current pay is above the maximum pay for the employee's position as shown in Appendix A will not receive a reduction in pay, and the employee will continue to be eligible for merit pay in the form of a bonus pursuant to the provisions of the Winnebago County Merit Pay Plan.

(c) Any employee whose pay is below the minimum pay for the employee’s position as of December 31, 2016 will receive a pay increase as of January 1, 2017 in the amount of one-third of the difference between the employee’s pay and the minimum pay for the employee’s position. Any such employee will receive an additional increase on January 1, 2018 in the amount of half the remaining difference between the employee’s pay and the minimum pay for the position, and a final increase on January 1, 2019 for the remaining amount of the difference. All such pay increases shall be in addition to any merit pay increases earned by the employee, and any merit pay increases earned after 2016 will not affect the calculation of the difference between the employee’s pay and the minimum pay for the employee’s position.

Section 4 Changes to Merit Pay Plan

(a) Section 5 (a) of the Winnebago County Merit Pay Plan is amended as follows:

Section 5 Allocation of Merit Pool

(a) Each year each employee subject to the Plan will be assigned a number of shares in the merit pool for the year. The number of shares will depend on the total performance evaluation score and on where the employee’s current pay is within the pay range for the position. Shares will be determined by the following table, where the left-hand column indicates the total performance evaluation score, and the top row refers to ~~quarters of the applicable pay range~~ the four ranges of the applicable pay grade:

	<u>Q1Range</u>	<u>Q2Range</u>	<u>Q3Range</u>	<u>Q4Range</u>
	<u>A</u>	<u>B</u>	<u>C</u>	<u>D</u>
25-28	7	6	5	4
18-24	6	5	4	3
11-17	5	4	3	2
0-10	0	0	0	0

Section 5 New Positions

(a) When a new position is established by the County, the Director of Human Resources will assign the position to a pay grade in the compensation schedule, using a point-factor evaluation system provided by McGrath Consulting Group, Inc. The Director of Human Resources may or may not request assistance from McGrath Consulting Group, Inc. in making this determination.

Section 6 Starting Pay for New Employees

- (a) Newly hired employees should normally start at the minimum pay for the position as established by the compensation schedule.
- (b) In particular cases, when necessary to attract the best-qualified candidate for the position, the Director of Human Resources may authorize starting pay above the minimum, but not above the control point (Range B).
- (c) Starting pay above the control point (Range B) may be offered to a new employee only in extraordinary circumstances when specifically authorized by the County Executive.
- (d) Prior to January 1, 2019, if there are existing employees in the position whose pay is below the minimum, the Director of Human Resources may direct that starting pay be offered below the minimum in order to maintain internal equity. Any employee who starts below the minimum pay for the position will receive additional increases on January 1 of each year, similar to the increases authorized by Section 3(c) of this Plan, so as to bring the employee's pay above the minimum for the position no later than January 1, 2019.

Section 7 Reclassification Requests

- (a) A request to reclassify an existing position to a higher or a lower grade in the compensation schedule may be made by a department head or by the Director of Human Resources. Request should be in writing, on a form developed by the Human Resources Department, and delivered to the Director of Human Resources by March 1 of each year.
- (b) Requests to reclassify a position should include a description of any substantial changes to the duties or responsibilities of the position as well as any other factors, such as internal equity within the County organization or external changes in the labor market, which are believed to support the request. Affected employees shall be notified of the reclassification request and provided an opportunity to provide input.
- (c) The Director of Human Resources will provide an analysis and recommendation for each reclassification request, and may request a recommendation from a compensation consultant. Before May 31 of each year these recommendations will be presented to the Personnel & Finance Committee, which may approve or deny the requested reclassification.

1 229-122017

2 **RESOLUTION: Approve Three (3)-Year Contract Renewal for Operation of Three Waves**
3 **Clinic and Wellness Center**

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

7 **WHEREAS**, in January 2015, pursuant to an Intergovernmental Cooperation Agreement with the City of
8 Oshkosh and the Oshkosh Area School District, Winnebago County entered into a three (3)-year contract with Interra
9 Health Inc for operation of an employee health clinic known as the Three Waves Health Clinic and Wellness Center;
10 and

11 **WHEREAS**, the Three Waves Clinic has proven to be a valuable health care resource to employees and
12 dependents who are members of the Winnebago County Employee Health Insurance Plan and has demonstrated a
13 substantial savings to the health plan; and

14 **WHEREAS**, the three (3)-year operation agreement is expiring, and Winnebago County wishes to renew the
15 agreement for an additional three-year term on favorable terms.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into an agreement with
19 Interra Health Inc. Said Agreement Extension is attached hereto and incorporated herein by reference and made a
20 part of this Resolution.

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **4-0**

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

25

26 Approved by the Winnebago County Executive this ____ day of _____, 2017.

27

28

29

30

Mark L Harris
Winnebago County Executive

ADDENDUM TO SERVICES AGREEMENT

THIS ADDENDUM TO SERVICES AGREEMENT (this "Addendum") is made by and between Interra Health, Inc., a Wisconsin corporation ("Interra Health"), and Winnebago County, a Wisconsin corporation ("Client"). This Addendum shall be effective as of January 1st, 2018 and will remain in effect until the expiration of the Agreement.

WHEREAS, Interra Health and Client are parties to the certain Services Agreement ("Agreement") dated January 1, 2015, pursuant to which, among other things, Interra Health may, pursuant to the terms contained therein, to provide wellness and clinical Services on behalf of Client;

WHEREAS, the Parties now desire to enter into this Addendum to amend and supplement the Agreement in the manner set forth in this Addendum.

NOW THEREFORE, in consideration of the mutual covenants, agreements, representations and warranties contained herein, and for other good and valuable consideration, both the receipt and legal sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Clinic Programming:

- eClinicalWorks* (eCW) One Time Setup fee of \$780.00.
- Physician Assistant/Nurse Practitioner(s) for a fee of \$113.94/hour, which includes eCW electronic medical records (EMR) monthly licensing fees. Client will pay 30% of the total physician assistant/nurse practitioner charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

After each year, Interra Health will reconcile the eCW EMR costs which may include additional fees or a credit issued to the Client. The amount due or credited shall be reconciled February of each year (starting in 2019). Three EMR license fees (one license needed per nurse practitioner/physician assistant) are estimated at \$27,426.96 per year but may vary based on actual costs from eClinicalWorks*. Client will pay or be credited** 30% of the charges for eCW EMR or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

- Medical Assistant(s) for a fee of \$30.60/hour. Client will pay for 30% of the total medical assistant charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Other Available Options
 - Healow* online appointment booking
 - \$693.60 per provider (NP, PA, MD, etc.)
 - \$346.80 per resource (medical assistant)
 - Client will pay 30% of the Healow online appointment booking charges for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.

- eClinical Messenger*
 - \$0.17 per text/phone call appointment reminder
 - Client will pay 30% of eClinical Messenger for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Provider iPads
 - \$800.00 per iPad (one-time fee)
 - Client will pay 30% of the Provider iPads for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- eCW Digital Fax*
 - \$555.00/year for one eCW digital fax line (\$46.25 is invoiced monthly). Client will pay 30% of the fax line fees or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
 - This covers up to 1,000 outgoing pages per line. After that point every outgoing fax will be \$.04 per page.

Summary of Optional Services

- Provider iPad (one-time fee)
 - Three iPads at \$800.00 per provider.
 - Total cost is \$2,400.00.
 - Additional providers will incur fees for additional iPads. Client will pay 30% of the provider iPads (\$720.00) for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
- Estimated Monthly fees
 - Healow online appointment booking + eCW Digital Fax
 - Current staffing of 3 providers will incur \$203.75 per month.
 - Additional providers may incur additional monthly fees as outlined above. Client will pay 30% of the Healow online appointment booking and eCW Digital Fax fees (\$61.13/month) for the clinic or such other percentage as may result from an agreed adjustment under the Intergovernmental Cooperation Agreement.
 - eClinical Messenger fees are incurred as outlined above.

*All fees are flow through from eClinicalworks. Any changes in fees from eClinicalworks will result in reduced or increased fees to Client when applicable.
 **\$7.86 (\$113.94-\$106.08) per nurse practitioner/physician assistant hour will go towards the annual estimated fee of \$27,426.96.

2. Lease Extension

- Please see Attachment B (Lease) for original terms of the Lease.
- Please see Attachment C (Addendum to Lease) for the three year Lease extension terms.

3. Prior Addendum(s) to Services Agreement

Any and all prior Addendums (e.g. Health Coaching Services and Data Analytics) to the Service Agreement shall remain in effect.

4. Three Year Extension – January 1, 2018 – December 31, 2020

The following Article in the Services Agreement shall be amended as such:

Article IX. Term

Unless terminated earlier as provided in this Article IX, this Agreement shall have a term of thirty-six (36) months from the Service Start Date (January 1, 2018), and thereafter on each annual anniversary of the Service Start Date (beginning with the first anniversary) the term of this Agreement shall automatically be extended an additional twelve (12) months unless on or before ninety (90) days immediately preceding any such anniversary date, either Party gives notice to the other that the term shall not be extended beyond the expiration date of the then-current term. Expiration of this Agreement shall not relieve Interra Health of its obligation to perform certain functions required of Interra Health following expiration as those functions are identified in this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum effective as of January 1, 2018 (the "Effective Date").

CLIENT

WINNEBAGO COUNTY:

By: _____

Name: _____

Title: _____

INTERRA HEALTH

INTERRA HEALTH, INC.

By: _____

Name: _____

Title: _____

Attachment C

SECOND AMENDMENT TO LEASE

This Second Amendment of Lease ("Amendment") is by and between Bridgeview Holdings LLC ("Landlord"), a Wisconsin limited liability company, and Interra Health, Inc. ("Tenant"), a Wisconsin corporation, who are parties to a Commercial Lease Agreement entered into on the 10th day of November, 2014, as amended by a First Amendment to Lease dated _____ (collectively the "Lease"), for property located at 292 Ohio Street, Oshkosh, Wisconsin (the "Leased Premises" as further described in the Lease).

WHEREAS the parties desire to amend the Lease to amend the term, renewal option and address certain other concerns with the Lease:

NOW, THEREFORE, in consideration of the foregoing, the covenants set forth hereafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, it is agreed:

1. **Recitals:** The recitals are a part of this Amendment.
2. **Effective Date:** The terms and conditions of this Amendment shall be effective _____, 2017 (the "Effective Date").
3. **Renewal Term:** Section 3(b) of the Lease shall be created as follows:
 - b. **Renewal Term:** So long as Tenant is not in default of this Lease, Tenant shall have the right, at its election, to extend the term of this Lease for three (3) years (a "Renewal Term"), commencing January 1, 2018, provided that Tenant shall give Landlord notice of the exercise of such election by October ____, 2017. Except as expressly otherwise provided in this Lease, all the agreements and conditions in this Lease shall apply to any Renewal Term.
4. **Minimum Rent for Renewal Term:** Section 4(c) of the Lease shall be created as follows:
 - c. **Rent Increase for Renewal Term:** In the event Tenant exercises its right to renew this Lease, the Minimum Rent amount applicable in the Renewal Term shall be \$3,556.74 per month, an amount equal to five percent (5%) greater than the rent paid during the previous Term.
5. **Ratification of Other Provisions:** Landlord and Tenant agree that, except as modified by this Amendment, the original Lease and all terms and conditions contained therein shall remain in full force and effect.
6. **Defined Terms:** Words and phrases having defined meanings in the Lease shall have the same respective meanings when used herein, unless otherwise expressly defined herein.
7. **Binding Effect:** This Amendment shall be binding on and shall inure to the benefit of the parties hereto and their respective successors and assigns.
8. **Counterparts:** This Amendment may be executed in counterparts, each of which shall be deemed to be an original and all of which, collectively, shall be deemed to constitute one and the same Amendment. A PDF or facsimile signature of this Amendment shall be deemed an original and shall be binding against any party whose signature is set forth on such PDF or facsimile copy.

IN WITNESS WHEREOF, the Landlord and Tenant have caused this Amendment to be signed by their duly authorized officer or member on the dates set forth above their signatures.

Date: _____

Date: _____

LANDLORD:

TENANT:

Bridgeview Holdings LLC

Interra Health, Inc.

By: _____
William Steiner, Managing Member

By: _____
Ryan Sommers, Executive Vice President

By: _____
Javad Ahmad, Managing Member

2 **RESOLUTION: Authorize Winnebago County Submitting an Engagement Letter**
3 **Encouraging Prosecution of Those Persons and Entities Who Have a**
4 **Significant Role in the Creation of the Opioid Epidemic**

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

8 **WHEREAS**, Winnebago County is concerned with the recent rapid rise in troubles among County citizens,
9 residents, and visitors regarding problems arising out of the use, abuse, and overuse of opioid medications which,
10 according to certain studies, impacts millions of individuals across the country; and

11 **WHEREAS**, issues and concerns surrounding opioid use, abuse, and overuse by citizens, residents, and
12 visitors are not unique to Winnebago County and are, in fact, issues and concerns shared by all other counties within
13 the State of Wisconsin and, for that matter, states and counties across the country as has been well documented
14 through various reports and publications, and is commonly referred to as the “Opioid Epidemic”; and

15 **WHEREAS**, the societal costs associated with the Opioid Epidemic are staggering and, according to the
16 Centers for Disease Control and Prevention, amount to over \$75 billion annually; and

17 **WHEREAS**, the national Institute for Health has identified the manufacturers of certain opioid medications as
18 being directly responsible for the rapid rise of the Opioid epidemic by virtue of their aggressive and, according to
19 some, unlawful and unethical marketing practices; and

20 **WHEREAS**, certain opioid manufacturers have faced civil and criminal liability for their actions that relate
21 directly to the rise of the Opioid Epidemic; and

22 **WHEREAS**, Winnebago County has spent millions in unexpected and unbudgeted time and resources in its
23 programs and services related to the Opioid Epidemic; and

24 **WHEREAS**, Winnebago County is responsible for a multitude of programs and services, all of which require
25 Winnebago County to expend resources generated through state and federal aid, property tax levy, fees, and other
26 permissible revenue sources; and

27 **WHEREAS**, Winnebago County’s provision of programs and services becomes more and more difficult every
28 year because the costs associated with providing the Opioid Epidemic programs and services continue to rise, yet
29 Winnebago County’s ability to generate revenue is limited by strict levy limit caps and stagnant or declining state and
30 federal aid to Winnebago County; and

31 **WHEREAS**, all funds that Winnebago County expends in addressing, combatting, and otherwise dealing with
32 the Opioid Epidemic are funds that cannot be used for other critical programs and services that Winnebago County
33 provides to County citizens, residents, and visitors; and

34 **WHEREAS**, Winnebago County has been informed that numerous counties and states across the country
35 have filed or intend to file lawsuits against certain opioid manufacturers in an effort to force the individuals and
36 entities responsible for the Opioid Epidemic to assume financial responsibility for the costs associated with
37 addressing, combatting, and otherwise dealing with the Opioid Epidemic; and

38 **WHEREAS**, Winnebago County has engaged in discussions with representatives of the law firms of von
39 Briesen & Roper SC, Crueger Dickinson LLC, and Simmons Hanly Conroy LLC (the “Law Firms”) regarding the
40 potential for Winnebago County to pursue certain legal claims against certain opioid manufacturers; and

October 3, 2017

VIA EMAIL

Winnebago County
c/o David Albrecht, Board Chair

RE: *Engagement of von Briesen & Roper, s.c., and Crueger Dickinson LLC, Together with Simmons Hanly Conroy LLC, as Counsel in Relation to Claims Against Opioid Manufacturers*

Dear Winnebago County Officials:

The purpose of this letter (“Engagement Letter”) is to set out in writing the terms and conditions upon which the law firms of von Briesen & Roper, s.c., and Crueger Dickinson LLC (collectively “Counsel”) will provide legal services to Winnebago County (“County”) in relation to the investigation and prosecution of certain claims against the following manufacturers and other parties involved with the manufacture of opioid medications: Purdue Pharma L.P., Purdue Pharma Inc., The Purdue Frederick Company, Inc., Teva Pharmaceuticals USA, Inc., Cephalon, Inc., Johnson & Johnson, Janssen Pharmaceuticals, Inc., OrthoMcNeil-Janssen Pharmaceuticals, Inc. n/k/a Janssen Pharmaceuticals, Inc., Janssen Pharmaceutica, Inc. n/k/a Janssen Pharmaceuticals, Inc.; Endo Health Solutions Inc., Endo Pharmaceuticals, Inc., Russell Portenoy, Perry Fine, Scott Fishman and Lynn Webster (collectively “Opioid Manufacturers”). Depending upon the results of initial investigations of the facts and circumstances surrounding the potential claim(s), there may be additional parties sought to be made responsible and/or certain of the aforementioned parties may be removed from the potential claim.

This Engagement Letter shall apply solely and exclusively to the services set forth herein in relation to the investigation and Lawsuit, as defined below. This Engagement Letter does not govern, nor does it apply to, any services of either Counsel unrelated thereto.

SCOPE OF SERVICES

Counsel will work with County in the collection of information necessary to form a good faith basis for filing a claim against the Opioid Manufacturers. County hereby authorizes Counsel to file a lawsuit against one or all of the Opioid Manufacturers (“Lawsuit”) upon the terms and conditions set forth herein.

RESPONSIBILITIES

Counsel will prosecute the Lawsuit with diligence and keep County reasonably informed of progress and developments, and respond to County’s inquiries. County understands and agrees that Counsel, on behalf of County, will engage the services of the nationally-recognized law firm Simmons Hanly Conroy LLC, which has demonstrated experience prosecuting claims against Opioid Manufacturers (“National Law Firm”) and which, in addition to Crueger Dickinson LLC, will serve as counsel of record for County in relation to the Lawsuit. County understands and agrees that all fees paid to Counsel and National Law Firm shall be as set forth in this Engagement Letter. County shall not be responsible for any fees and expenses of National Law Firm beyond the fees and expenses for which County has agreed to be responsible as set forth herein. County agrees to cooperate with Counsel and National Law Firm in the gathering of information necessary to investigate and prosecute the

Lawsuit. County further understands and agrees that the law firm of von Briesen & Roper, s.c., shall not be identified on any pleading as counsel of record for County in relation to the Lawsuit, but shall be available to assist County and Counsel and National Law Firm in relation to the Lawsuit.

The following additional terms apply to the relationship between County, Counsel and National Law Firm:

- A. von Briesen & Roper, s.c., and Crueger Dickinson LLC shall remain sufficiently aware of the performance of one another and the performance of National Law Firm to ascertain if each firm's handling of the Lawsuit conforms to the Rules of Professional Conduct. Both von Briesen & Roper, s.c., and Crueger Dickinson LLC shall be available to County regarding any concerns on the part of County relating to the performance of Counsel and/or National Law Firm. Counsel shall at all times remain ethically and financially responsible to the County for the services of Counsel and National Law Firm set forth herein.
- B. As set forth below, County's responsibility for attorney fees and expenses is contingent upon the successful outcome of the Lawsuit, as further defined below. Counsel and National Law Firm have agreed in writing as to the appropriate split of attorney fees and expenses upon the engagement of National Law Firm. Specifically, in the event of a Recovery (as defined below), the attorney fees will be split between the law firms as follows:

<u>Firm Name</u>	<u>Percentage of Fees if Successful</u>
von Briesen & Roper, s.c.	10%
Crueger Dickinson LLC	45%
Simmons Hanly Conroy LLC	45%

The split of attorneys' fees between Counsel and National Law Firm may be subject to change. In the event of such an amendment, the County will be notified in writing of that amendment.

- C. Counsel and County understand and agree that Counsel and National Law Firm will all be considered attorneys for County. As such, each and all of Counsel and National Law Firm will adhere to the Rules of Professional Responsibility governing the relationship between attorney and client.

ACTUAL AND POTENTIAL CONFLICTS OF INTEREST AND WAIVER OF CONFLICT

As County is aware, Counsel and National Law Firm contemplate entering into the same arrangement as that set forth in this Engagement Letter with other counties and municipalities in Wisconsin and elsewhere. Counsel and National Law Firm believe that the goals and objectives of County are aligned with the goals and objectives of all other counties and municipalities with respect to the Lawsuit. Counsel and National Law Firm do not believe that to achieve the goals of the Lawsuit, either County or another county or municipality must take a position that is adverse to the interests of the other. However, to the extent any issue may arise in this matter about which County disagrees with another county or municipality, and one of you may wish to pursue a course that

benefits one but is detrimental to the interest of the other, we cannot advise County or assist County or any other county or municipality in pursuing such a course. That is to say, Counsel and National Law Firm cannot advocate for County's individual interests at the expense of the other counties or municipalities that Counsel and National Law Firm represent in a Lawsuit. Counsel and National Law Firm do not believe that this poses a problem because County's interests are currently aligned with the other counties and municipalities that are or may be in the Lawsuit. Counsel and National Law Firm are confident that their representation of County will not be limited in this matter by representation of any other county or municipality, but County should consider these consequences of joint representation in deciding whether to waive this conflict.

In addition to the material limitation discussed above, there are other consequences for County in agreeing to joint representation. Because each county or municipality would be a client of Counsel and National Law Firm, Counsel and National Law Firm owe equal duties of loyalty and communication to each client. As such, Counsel and National Law Firm must share all relevant information with all counties and municipalities who are clients in relation to the Lawsuit and Counsel and National Law Firm cannot, at the request of one county or municipality, withhold relevant information from the other client. That is to say, Counsel and National Law Firm cannot keep secrets about this matter among the counties and municipalities who are clients of Counsel and National Law Firm with respect to the Lawsuit. Also, lawyers normally cannot be forced to divulge information about communications with their clients because it is protected by the attorney-client privilege. However, because County would be a joint client in the same matter with other counties and municipalities, it is likely that were there to be a future legal dispute between County and other counties or municipalities that engage Counsel and National Law Firm about this matter, the attorney-client privilege would not apply, and each would not be able to invoke the privilege against the claims of the other.

Further, while County's position is in harmony with other counties and municipalities presently, and the conflict discussed above is waivable, facts and circumstances may change. For example, County may change its mind and wish to pursue a course that is adverse to the interests of another county or municipality and the conflict may become unwaivable. In that case, depending upon the circumstances, Counsel and National Law Firm may have to withdraw from representing either County or another county or municipality and County would have to bear the expense, if County chooses, of hiring new lawyers who would have to get up to speed on the matter.

County is not required to agree to waive this conflict, and County may, after considering the risks involved in joint representation, decline to sign this Engagement Letter. By signing this Engagement Letter, County is signifying its consent to waiving the conflict of interest discussed herein.

Other than the facts and circumstances related to the joint representation of numerous counties and municipalities, Counsel and National Law Firm are unaware of any facts or circumstances that would prohibit Counsel and/or National Law Firm from providing the services set forth in this Engagement Letter. However, it is important to note that the law firm of von Briesen & Roper, s.c., is a relatively large law firm based in Wisconsin and represents many companies and individuals. It is possible that some present and future clients of von Briesen & Roper, s.c., will have business relationships and potential or actual disputes with County. von Briesen & Roper, s.c., will not knowingly represent clients in matters that are actually adverse to the interests of County without County's permission and informed consent. von Briesen & Roper, s.c., respectfully requests that County consent, on a case by case basis, to von Briesen & Roper, s.c.'s representation of other clients whose interests are, or maybe adverse to, the interests of County in circumstances where County has selected other counsel and where von Briesen & Roper, s.c., has requested a written conflict waiver from County after being

advised of the circumstances of the potential or actual conflict and County has provided informed consent.

FEES FOR LEGAL SERVICES AND RESPONSIBILITY FOR EXPENSES

A. Calculation of Contingent Fee

There is no fee for the services provided herein unless a monetary recovery acceptable to County is obtained by Counsel and National Law Firm in favor of County, whether by suit, settlement, or otherwise ("Recovery"). County understands and agrees that a Recovery may occur in any number of different fashions such as final judgment in the Lawsuit, settlement of the Lawsuit, or appropriation to County following a nationwide settlement or extinguishing of claims in lawsuits and matters similar to the Lawsuit. Counsel and National Law Firm agree to advance all costs and expenses of Counsel, National Law Firm and the Lawsuit associated with investigating and prosecuting the Lawsuit provided, however, that the costs and expenses associated with County cooperating with Counsel and National Law Firm in conjunction with the Lawsuit and otherwise performing its responsibilities under this Engagement Letter are the responsibility of County. In consideration of the legal services to be rendered by Counsel and National Law Firm, the contingent attorneys' fees for the services set forth in this Engagement Letter shall be a gross fee of 25% of the Recovery, which sum shall be divided among Counsel and National Law Firm as set forth in the above chart.

Upon the application of the applicable fee percentage to the gross Recovery, and that dollar amount set aside as attorneys' fees to Counsel and National Law Firm, the amount remaining shall first be reduced by the costs and disbursements that have been advanced by Counsel and National Law Firm, and that amount shall be remitted to Counsel and National Law Firm. By way of example only, if the gross amount of the Recovery is \$1,000,000.00, and costs and disbursements are \$100,000.00, then the fee to Counsel and National Law Firm shall be \$250,000, the costs amount of \$100,000 shall be deducted from the balance of \$750,000.00, and the net balance owed to County shall be \$650,000. The costs and disbursements which may be deducted from a Recovery include, but are not limited to, the following, without limitation: court fees, process server fees, transcript fees, expert witness fees and expenses, courier service fees, appellate printing fees, necessary travel expenses of attorneys to attend depositions, interview witnesses, attend meetings related to the scope of this Engagement Letter and the like, and other appropriate matter related out-of-pocket expenses. In the event that any Recovery results in a monetary payment to County that is less than the amount of the costs incurred and/or disbursements made by Counsel and National Law Firm, County shall not be required to pay Counsel and National Law Firm any more than the sum of the full Recovery.

B. Nature of Contingent Fee

No monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm in the event no Recovery to County has been obtained. In the event of a loss at trial due to an adverse jury verdict or a dismissal of the Lawsuit by the court, no monies shall be paid to Counsel or National Law Firm for any work performed, costs incurred or disbursements made by Counsel or National Law Firm. In such an event, neither party shall have any further rights against the other.

C. Disbursement of Recovery Proceeds to County

The proceeds of any Recovery on County's behalf under the terms of this Engagement Letter shall be disbursed to County as soon as reasonably practicable after receipt by Counsel and National Law

Firm. At the time of disbursement of any proceeds from a Recovery, County will be provided with a detailed disbursement sheet reflecting the method by which attorney's fees have been calculated and the expenses of litigation that are due to Counsel and National Law Firm from such proceeds. Counsel and National Law Firm are authorized to retain out of any moneys that may come into their hands by reason of their representation of County the fees, costs, expenses and disbursements to which they are entitled as determined in this Engagement Letter.

TERMINATION OF REPRESENTATION

This Engagement Letter shall cover the period from the date first indicated below until the termination of the legal services rendered hereunder, unless earlier terminated as provided herein. This Engagement Letter may be terminated by County at any time, and in the event of such termination, neither party shall have any further rights against the other, except that in the event of a Recovery by County against the Opioid Manufacturers subsequent to termination, Counsel and National Law Firm shall have a statutory lien on any such recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination. Counsel and National Law Firm may withdraw as County's attorneys at any time for the following reasons:

- A. If Counsel and National Law Firm determine, in their sole discretion, that County's claim lacks merit or that it is not worthwhile to pursue the Lawsuit further; or
- B. For Good Cause. For purposes of this Paragraph, Good Cause may include County's failure to honor the terms of the Engagement Letter, County's failure to follow Counsel or National Law Firm's advice on a material matter, or any fact or circumstance that would, in the view of Counsel or National Law Firm, impair an effective attorney-client relationship or would render continuing representation unlawful or unethical. If terminated for Good Cause, County will take all steps necessary to free Counsel and National Law Firm of any obligation to perform further, including the execution of any documents (including forms for substitution of counsel) necessary to complete withdrawal provided, however, that Counsel and National Law Firm shall have a statutory lien on any Recovery as provided by applicable law and further maintain rights in the nature of *quantum meruit* to recover fees, costs and expenses reasonably allocable to their work prior to termination.

SETTLEMENT

County has the authority to accept or reject any final settlement amount after receiving the advice of Counsel and National Law Firm. County understands settlements are a "compromise" of its claim(s), and that Counsel and National Law Firm's fee, as set forth above, applies to settlements also. For example, if a settlement is reached, and includes future or structured payments, Counsel and National Law Firm's fee shall include its contingent portion of those future or structured payments.

NO GUARANTEE OF RECOVERY

County understands and acknowledges that dispute resolution through litigation often takes years to achieve. County understands and acknowledges that there is no guarantee or assurances of any kind regarding the likelihood of success of the Lawsuit, but that Counsel and National Law Firm will use their skill, diligence, and experience to diligently pursue the Lawsuit.

LIMITED LIABILITY

von Briesen & Roper, s.c., and Crueger Dickinson LLC are limited liability entities under Wisconsin law. This means that if Counsel fails to perform duties in the representation of County and that failure causes County damages, the firms comprising Counsel and the shareholder(s) or principals directly involved in the representation may be responsible to County for those damages, but the firm's other shareholders or principals will not be personally responsible. Counsel's professional liability insurance exceeds the minimum amounts required by the Wisconsin Supreme Court for limited liability entities of similar size.

COMMUNICATION BY E-MAIL

Counsel and National Law Firm primarily communicate with their clients via unencrypted internet e-mail, and this will be the way in which communications occur with County. While unencrypted e-mail is convenient and fast, there is risk of interception, not only within internal networks and the systems used by internet service providers, but elsewhere on the internet and in the systems of our clients and their internet service providers.

FILE RETENTION AND DESTRUCTION

In accordance with Counsel and National Law Firm's records retention policy, most paper and electronic records maintained are subject to a 10-year retention period from the last matter activity date or whatever date deemed appropriate. Extended retention periods may apply to certain types of matters or pursuant to County's specific directives.

After the expiration of the applicable retention period, Counsel and National Law Firm will destroy records without further notice to County, unless County otherwise notifies in writing.

MISCELLANEOUS

This Engagement Letter shall be governed by and construed in accordance with the laws of the State of Wisconsin, without regard to conflicts of law rules. In the event of any dispute arising out of the terms of this Engagement Letter, venue for any such dispute shall be exclusively designated in the State of Wisconsin Circuit Court for Winnebago County, Wisconsin, or in the United States District Court for the Eastern District of Wisconsin.

It is expressly agreed that this Engagement Letter represents the entire agreement of the parties, that all previous understandings are merged in this Engagement Letter, and that no modification of this Engagement Letter shall be valid unless written and executed by all parties.

It is expressly agreed that if any term or provision of this Engagement Letter, or the application thereof to any person or circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Engagement Letter, or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby; and every other term and provision of this Engagement Letter shall be valid and shall be enforced to the fullest extent permitted by law.

The parties acknowledge that they have carefully read and fully understand all of the provisions of this Engagement Letter, and that they have the capacity to enter into this Engagement Letter. Each party and the person signing on behalf of each party, represents that the person signing this Engagement Letter has the authority to execute this document and thereby bind the party hereto on whose behalf the person is signing. Specifically, County acknowledges that it is bound by this Engagement Letter, has satisfied all conditions precedent to execution of this Engagement Letter and will execute all the necessary documents that may be required by its governing statutes and/or code.

CONCLUSION

Counsel and National Law Firm are pleased to have this opportunity to be of service to County. If at any time during the course of representation you have any questions or comments about our services or any aspect of how we provide services, please don't hesitate to call one or all of the individuals listed below.

Very truly yours,

von BRIESEN & ROPER, s.c.



Andrew T. Phillips

CRUEGER DICKINSON LLC



Erin K. Dickinson

SIMONS HANLY CONROY LLC (Acknowledged)

Paul J. Hanly, Jr.

WINNEBAGO COUNTY agrees to retain the services of Counsel and National Law Firm all upon the terms and conditions specified above.

By: _____

Date: _____

Title: _____

cc: Corporation Counsel

2 **RESOLUTION: Authorize and Appropriate Funds for the Purchase of Property Owned by**
3 **Carol Marwede and the Carol Marwede Trust**

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

7 **WHEREAS**, on May 9, 2017, Carol Marwede filed a claim against Winnebago County in the amount of
8 \$569,000.00 claiming that Winnebago County created an uneconomic remnant regarding two properties when it
9 acquired the properties by eminent domain for the purpose of constructing County Highway CB; and

10 **WHEREAS**, on September 6, 2017, the Winnebago County Board denied Carol Marwede’s claim; and

11 **WHEREAS**, a number of meetings have taken place between the Winnebago County Corporation Counsel,
12 the Winnebago County Executive, Carol Marwede, her son Mark Marwede, and the Marwede’s legal counsel
13 regarding this issue; and

14 **WHEREAS**, Carol Marwede has tentatively agreed to settle her claim against Winnebago County upon
15 payment of the sum of \$95,000.00, with title to Tax Parcel Numbers 121-0521 and 121-0515 to be quit claimed to
16 Winnebago County in good and marketable condition, free of judgments, mortgages, and liens, and to release
17 Winnebago County from any and all claims, unconditionally and without reservation, as a part of and pursuant to this
18 agreement; and

19 **WHEREAS**, the Winnebago County Executive and the Winnebago County Corporation Counsel recommend
20 settlement of this claim pursuant to those terms described above.

21
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
23 authorizes the Winnebago County Executive to settle the claim of Carol Marwede and the Carol Marwede Trust
24 against Winnebago County upon payment of the amount of \$95,000.00 to claimant in return for which the Carol
25 Marwede and the Carol Marwede Trust shall execute a quit claim deed to Winnebago County for Tax Parcel
26 Numbers 121-0521 and 121-0515, and provide Winnebago County with a title insurance commitment showing that
27 said conveyance of property is being made in good and marketable condition, free of judgments, mortgages, and
28 liens, and release Winnebago County from any claims made against it.

29
30 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes the
31 appropriation of \$95,000.00 from the Winnebago County General Fund for purchase of said property.

32
33 Respectfully submitted by:

34 **PERSONNEL AND FINACE COMMITTEE**

35 Committee Vote: _____

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

37
38 Approved by the Winnebago County Executive this _____ day of _____, 2017.

39
40
41 _____
42 Mark L Harris
43 Winnebago County Executive