

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
VIDEO CONFERENCE MEETING
TUESDAY, FEBRUARY 23, 2021
6:00 P.M.**

To join this Zoom Meeting via video, use this link:

<https://us02web.zoom.us/j/89566843516?pwd=ZCtXblUrdTdYb0MyWIRqQXo1SC9tZz09>

Passcode (if needed) – W1NNE

To join this meeting by telephone - (312) 626-6799 and enter the Meeting ID: 895 6684 3516

Passcode: 760322

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, as well as, any matter over which this body has jurisdiction.

- Correspondence
- Notice of Claims:
 - Notice of Claim from Christopher Turner for injuries and damages while an inmate in the Winnebago County Jail, due to COVID-19
 - Notice of Claim from Christopher J. Alexander for injuries and damages while an inmate in the Winnebago County Jail, due to COVID-19
- Resolution from other counties:
 - Kenosha County – "Supporting the Commitment to Veterans Support and Outreach Act (The Act)"
 - Lincoln County – Resolution No. 2021-01-01 "Support of Increased County Child Support Funding"
 - Lincoln County – Resolution No. 2021-01-02 "Support for Action on Climate Change"
 - Outagamie County – Resolution No. 100, 104, 105, 106, 107, 108, 109, 110 – 2020-21 "Support Reauthorization of the Knowles-Nelson Stewardship Program for ten years and consideration of the Wisconsin Department of Natural Resources (WDNR) budget request of \$50 million per year"
 - Polk County – Resolution No. 01-21 "Support a Non-Partisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans"
 - Price County – Resolution No. 5-21 "Support Legislation to Align Detention Hearing Deadlines in Wisconsin Statutes Chapters 48 and 938"
 - Price County – Resolution No. 6-21 "Revise Wisconsin Act 67 to Return Authority on Conditional Use Permits to Local Control"
- Reports from Committees, Commissions & Boards
- Approval of January 5, 2021 Special Orders and January 19, 2021 Board Proceedings
- County Executive's Report
- County Executive's Appointment:
 - Diversity Affairs Commission – Supervisor Mike Norton; Tanisha Alvarado – 939 Grand Street, Oshkosh; Lateria Garrett – 1363 Lamar Avenue, Oshkosh; Marcelo Garcia – 1790 Wendy Way, Neenah; and Haya Khateeb – 120 W. Bell Street, Neenah
 - Human Services Board – Supervisor Nicole Neuhoﬀ
- County Board Chairman's Report

ZONING REPORTS & ORDINANCES

- Report No. 001 – Edward T. Schram Tst, Kenneth Schram, Candie A. Strebelinski and Douglas J. Strebelinski, Town of Nepeuskun
 - Amendatory Ordinance No. 02/001/21 – Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 014-0602(p) and 014-0602-01
- Report No. 002 – Jason Rieckmann, Town of Wolf River
 - Amendatory Ordinance No. 02/002/21 – Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 032-0629

RESOLUTIONS AND ORDINANCES

Item 1 – Winnebago County Health Department General Face Coverings Order

- Consideration and potential vote on the Winnebago County Health Department General Face Coverings Order as required by Ordinance Number 096-102020, Sec. 11.08 of the General Code of Winnebago County

- RESOLUTION NO. 121-022021: Commendation for Linda Staffaroni
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 122-022021: Commendation for Chuck Kuhrt
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 123-022021: Commendation for Jody Brown
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 124-022021: Disallow Claim of Damages from Auto-Owners Insurance for Dane Construction LLC Vehicle Caused by an Accident with Highway Department Vehicles
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 125-022021: Disallow Claim of Charles Dickson
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 126-022021: Authorize the Winnebago County Public Health Department to Accept an Epidemiology and Laboratory Capacity Grant from the Wisconsin Department of Health Services in the Amount of \$761,000, and Appropriate the Funds to Program Expenses
Submitted by:
BOARD OF HEALTH
PERSONNEL & FINANCE COMMITTEE
Vote required: 2/3rds of membership
- RESOLUTION NO. 127-022021: Authorize a Capital Project from the Winnebago County Highway Department to Mill and Pave the Winnebago County Highway Department Parking Lots at the Oshkosh and Winchester Facilities (Phase 2) at a Cost of \$350,000, to be Funded with a Transfer from the Undesignated General Fund Balance
Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote required: 2/3rds of membership
- RESOLUTION NO. 128-022021: Authorize the Conceptual Design Phase and Estimate of a Capital Project to Upgrade the Winnebago County Highway Department Building at a Cost of \$20,000 to be Funded with a Transfer from the Undesignated General Fund Balance
Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote required: 2/3rds of membership

- RESOLUTION NO. 129-022021: Authorize the Transfer of an Additional \$11,000 from Park View Health Center's Unrestricted Fund Balance to the Park View Health Center's Capital Outlay Account to Purchase Two (2) New Neighborhood Doors
Submitted by:
PARK VIEW HEALTH CENTER COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote required: 2/3rds of membership
- RESOLUTION NO. 130-022021: Support of State Funding for Equitable Return of Utility Tax Collection to Counties and Municipalities as Utility Aid
Submitted by:
LEGISLATIVE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 131-022021: Adopt Winnebago County Remote Access Policy for Vendors
Submitted by:
INFORMATION SYSTEMS COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 132-022021: Amending the Table of Organization for the Information Systems Department
Submitted by:
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 133-022021: Authorize Execution of a Five-Year Expo Rental Agreement with Winnebago County Fair Association
Submitted by:
PARKS & RECREATION COMMITTEE
PERSONNEL & FINANCE COMMITTEE
Vote required: Majority of Those Present
- RESOLUTION NO. 134-202021: Request Authority to Apply for Funds for Maintenance of County-Owned and Leased Snowmobile Trails
Submitted by:
PARKS & RECREATION COMMITTEE
Vote required: Majority of Those Present

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk
(920) 232-3432

Upon request, provisions will be made for people with disabilities.

(Times provided are estimates. Any item on the agenda may be taken up by the Board after 6:00 P.M.)

PROCEEDINGS OF THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

**Special Orders Sessions
January 5, 2021**

**Regular Business Sessions
January 19, 2021**

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

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

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, JANUARY 5, 2021**

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

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

The following Supervisors were present: 36 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Neuhoﬀ, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas.

Motion by Supervisor Albrecht and seconded by Supervisor Konetzke to adopt the agenda for this evening's meeting.
CARRIED BY VOICE VOTE.

PUBLIC HEARING

Four people spoke in opposition to the Community Diversity Affairs Program; in opposition of Ordinance No. 096-102020 "Amend Section 11.08 of the General Code of Winnebago County: County Health Officer"; and in opposition of the Health Equity Plan:

- Tamar Mathwig – 895 Michigan Street, Omro
- Jenifer Koser – 5872 Harbour South, Winneconne
- Diane Koser – 5872 Harbour South, Winneconne
- Katie Campbell – 614 Waugoo Avenue, Oshkosh

COMMITTEE REPORTS

Supervisor Farrey requested that the Public Health Department add a report to their website regarding the number of vaccines Winnebago County has received and how they are administered and to whom they are administered.

Supervisor Defferding reported on the Winnebago County Connect Program. The construction is complete. The next step is to connect with a non-profit organization. They have been in contact with REACH Counseling out of Neenah to work with the District Attorney for this program.

Supervisor Gabert reported that Park View Health Center employees and residents were vaccinated last week for the COVID-19 Virus.

CHAIRMAN'S REPORT

Chairman Ramos reported that the next County Board meeting will be on January 19, 2021 at 6:00 p.m.

Chairman Ramos announced that there would not be a Public Health Committee meeting in January, the next one is scheduled for February.

HIGHWAY DEPARTMENT 2021 CAPITAL IMPROVEMENT PROJECTS PRESENTATION

Ray Palonen, Winnebago County Highway Commissioner, presented the 2021 Highway Department capital improvement projects to the board. The total for these projects is \$6,779,780 for 2021. Mr. Palonen has secured over \$8 million in state, federal and outside funding for the years 2021 – 2025.

The projects include:

- County Highway T (Pioneer Road to CTH "II") - \$100,000.00 – Construction will start in 2022. This portion of CTH "T" will be jurisdictionally transferred to the Town of Clayton upon completion and become Pioneer Road.
- Waukau Avenue (Poberezny to Airport) - \$250,000 for design – No plans for construction at this time.
- CTH "CB" (Shady Lane to American Dr.) – \$300,000.00 – Profile milled and an asphalt overlay installed.
- CTH "CB" and CTH "JJ" Roundabout – \$470,000.00 – Outside Funding of \$160,000.00 – The City of Neenah is sharing in the cost of design and construction.
- CTH "I" (Ripple Avenue to Waukau Avenue) - \$400,000.00 – Outside Funding of \$350,000.00 – Project consists of engineering and design, replacing the existing storm sewer, installing bicycle accommodations and reconstructing the roadway to accommodate a two-lane roadway with center turn lane.
- CTH "G" (USH 45 to CTH M) - \$430,000.00 – Pulverizing the existing asphalt and installing a new asphalt surface with minor drainage improvements.
- CTH "II" (CTH "CB" to Clayton Avenue) - \$665,000.00 – Will be profile milled and have an asphalt overlay installed to improve the paved surface.
- CTH "Y" (STH 76 to I 41) and (CTH T to STH 45) - \$700,000.00 – Pulverizing the existing asphalt pavement, ditching and installing a new asphalt surface.
- CTH "V" (CTH E to West County Line) - \$724,000.00 – Pulverizing the existing asphalt pavement, installing a new

asphalt surface and minor drainage improvements.

- CTH "P" (Midway Road – STH 47) - \$780,000.00 – Outside Funding \$681,720 – Designing and constructing the roadway to current standards: a two-lane urban cross section with a two way left turn lane to safely accommodate turning movements. The roadway is also anticipated to incorporate bicycles and pedestrians.
- CTH "Y" (I41 to CTH T) - \$840,000.00 – Outside funding \$840,000.00 – Pulverizing the existing asphalt pavement, improving several vertical curves, ditching, installing new base course and installing a new asphalt surface.
- CTH "CB" (CTH 0 to CTH JJ) - \$950,000.00 – Profile milling the existing roadway and installing an asphalt overlay to provide a new asphalt surface.
- Building Upgrades - \$20,000.00 – No improvements since built in 1995. The Highway Committee recommended have an architect look into upgrades.
- Phase 2 of Parking Lot Improvements – \$350,000.00 – This will complete the parking lot at the Highway Department and pave the parking lot at the Winchester facility.

Mr. Palonen will be requesting the funding for these projects at the January 19, 2021 County Board meeting. Mr. Palonen then took questions from the board. A copy of his presentation is available in the County Clerk's office.

PRESENTATION OF PHASE 1 SUNNYVIEW EXPO CENTER EAST CAMPUS INFRASTRUCTURE IMPROVEMENTS

Vicky Redlin, Acting Parks Director, introduced Phase 1 of the Sunnyview Expo Center East Campus Infrastructure Improvements plan. Ms. Redlin introduced Rick Helms, Parks Operation Supervisor, to address the issue at hand. He stated that there are many drainage issues at the expo grounds that affect the events held there adversely. The effects are felt downstream at the Community Park as the Community Park takes the bulk of the Expo storm water.

Chase Rettler, Civil Engineer, reported on the plans to improve the Expo Center problems. The plan is to add hard surface parking, provide additional roadway and walkway paving, maximize drainage issues by expanding and adding retention/detention ponds, and looking at electrical issues and site lighting. The main parking lot of the Expo facility needs to be replaced as well.

The cost of this project would be \$1,636,200.00. The Parks Department provided a breakdown of the costs for each section.

Ms. Redlin, Mr. Helms and Mr. Rettler then took questions from the board. A copy of this presentation is available in the County Clerk's office.

PURCHASE OF FIELD AND TRAIL MOWER – PARKS DEPARTMENT

Tom McInnis, Parks Manager, reported that the Parks Department needs a new field and trail mower. The Parks Department would purchase a new 100 horse power tractor and a rear and side flail mower. The cost would be approximately \$180,000.00. Parks has over 20 miles of trails and over 100 acres of prairie and grassland that require mowing on a regular basis. A flail mower is needed to properly and safely mow these areas so that damage to equipment can be minimized and hazards from flying objects can be avoided. Some of the areas that need to be cut have invasive plants and trees that require cutting at specific times. The Parks Department currently borrows equipment from the Highway Department. If the equipment is not available at the specific times for cutting invasive plants and trees, it makes it more difficult to control.

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

UPDATE ON CARES ACT MONIES AND COVID ROUTES TO RECOVERY GRANT

Vicky Fitzgerald, County Finance Director, gave a recap on the Routes to Recovery Grant. The State of Wisconsin received \$200 million for the Routes to Recovery Grant which was funded by the Federal Coronavirus Aid, Relief and Economic Security Act (CARES). \$190 million was allocated proportionately to every County, City, Village and Town in Wisconsin based on their populations. Winnebago County was allocated up to \$2,773,211 for reimbursements of eligible expenditures incurred due to the COVID-19 public health emergency between March 1 and November 6, 2020.

There were nine expenditure categories that money could be claimed for.:

1. Emergency operation activities and services related to public health, emergency services and public safety response
2. Medical and protective services and equipment
3. Cleaning, sanitizing and other costs of COVID-19 mitigation in public areas and facilities
4. Temporary isolation housing for infected or at-risk individuals
5. Testing and contact tracing costs above those covered by existing State programs
6. Paid leave for public health and safety employees to take COVID-19 precautions
7. Increased workers compensation costs due to COVID-19
8. Meeting local match requirements for expenses submitted for reimbursement by FEMA
9. Purchases of services or equipment to facilitate telework by public employees

Changes that were made along the way, the CARES Act imposed four primary limitations on use of the funds in order to be reimbursed. The expenditures needed to be:

1. Government expenditures
2. Unbudgeted
3. Necessary to respond to the COVID-19 public health emergency
4. Incurred on or after March 1, 2020 through November 6, 2020

These changes were updated by the State:

1. Budgeted payroll expenses for employees that became eligible in certain circumstances
2. The period for eligible expenditures incurred was extended to November 17, 2020

There were three reporting periods. The County submitted \$3,900,170.00 for expenses. The county was reimbursed \$3,067,538.00. The County received an additional \$294,327.00 of unused grant money from other cities, villages and townships.

Ms. Fitzgerald then took questions from the board. A copy of her presentation is available in the County Clerk's office.

Motion by Supervisor Albrecht and seconded by Supervisor Snider to adjourn until the Board's next meeting on Tuesday, January 19, 2021. CARRIED BY VOICE VOTE.

The meeting was adjourned at 8:08 p.m.

Respectfully submitted,
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 Special Orders Session held January 5, 2021.

Julie A. Barthels
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, JANUARY 19, 2021**

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 6:00 P.M. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

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

The following Supervisors were present: 35 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Neuhoﬀ, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Bolante, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Joas. Excused: 1 - Snider

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

PUBLIC HEARING

One County Resident spoke in opposition to the County Board meeting being held virtually.

COMMUNICATIONS and PETITIONS

- Correspondence
- Notice of Claims:
 - Notice of Claim from Auto-Owners Insurance for Dane Construction, LLC for damage to their vehicle caused by an accident with a Highway Department vehicle was referred to the Personnel & Finance Committee.
 - Notice of Claim from Peter J. Long for injuries and damages while an inmate in the Winnebago County Jail, due to contracting COVID-19 was referred to the Personnel & Finance Committee.
 - Notice of Claim from Charles W. Dickson for injuries and damages while an inmate in the Winnebago County Jail, due to contracting COVID-19 was referred to the Personnel & Finance Committee.
- Resolution from Other Counties:
 - Eau Claire County – "Support Pending Legislation to Amend Hearing Time Frames for Juveniles Taken into Custody Under Wisconsin Statutes Chapter 938 to Coincide with Hearing Timelines for Children Taken into Custody Under Wisconsin Statutes Chapter 48" was referred to the Legislative Committee.
 - Jackson County – "The Request to Review Funding for APS and Increase Long Term Care Placement Locations Within Wisconsin" was referred to the Legislative Committee.
 - Jackson County – "A Resolution in Support of State Funding for Equitable Return of Utility Tax Collections to Counties and Municipalities as Utility Aid" was referred to the Legislative Committee.
 - Trempealeau County – "Requesting the Wisconsin State Legislature to Convene a Special Session to Provide COVID-19 Direction for the State of Wisconsin" was referred to the Legislative Committee.
- Zoning Petitions:
 - No. 001 – Donald W. Lenz, Town of Nepeuskun, tax parcel nos. 014-0602(P) and 014-0602-01; requesting to rezone from A-2 General Agricultural District to R-1 Rural Residential District was referred to the Planning & Zoning Committee.
 - No. 002 – Craig Locy, Town of Wolf River, tax parcel no. 032-0629(p); requesting to rezone from A-2 General Agricultural District to R-1 Rural Residential District was referred to the Planning & Zoning Committee.
 - No. 003 – Gordon Faust, Town of Omro, tax parcel no. 016-0311; requesting to rezone from A2 & R1 General Agricultural District and Rural Residential to A2 & R2 General Agricultural District and Suburban Residential District was referred to the Planning & Zoning Committee.

Motion by Supervisor Finch and seconded by Supervisor Norton to approve the proceedings from the December 15, 2020 board meeting. **CARRIED BY VOICE VOTE.**

COUNTY EXECUTIVE'S REPORT

Executive Harris updated the County Board Supervisors on COVID-19 and vaccinations for the virus. Winnebago County has received three shipments of the vaccine. The primary source for these doses will be to the hospitals.

Executive Harris thanked the Supervisors for their input for members and advice for the Diversity Affairs Commission.

Executive Harris spoke in support of the following resolutions:

- Resolution No. 114-012021: "Authorize \$6,609,000 for the Winnebago County Highway Department's 2021 Annual Bridge and Road Paving Program, to be Funded with \$2,031,720 from Outside Sources and a Transfer of \$4,577,280 from the Undesignated General Fund Balance".
- Resolution No. 115-012021: "Authorize a Capital Project for the Winnebago County Sheriff's Office to Replace the Existing Microwave Network Equipment at a Cost of \$360,200, Funded with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue".

COUNTY EXECUTIVE'S APPOINTMENTS

Director of Emergency Management Department

Executive Mark Harris asked for the Board's approval of his appointment of Eric Rasmussen as the Director of the Emergency Management Department. Motion by Supervisor Egan and seconded by Supervisor Farrey to accept. CARRIED BY VOICE VOTE. ABSTAIN: 1 – Wingren.

Industrial Development Board

Executive Mark Harris asked for the Board's approval of his appointments of Supervisor Morris Cox to the Industrial Development Board. Mr. Cox will replace Jim Wise who moved out of the district. This term will expire April 30, 2022. Motion by Supervisor Farrey and seconded by Supervisor Gordon to accept. CARRIED BY VOICE VOTE.

Veterans Service Commission

Executive Mark Harris asked for the Board's approval of his appointment of Jerome F. Schultz, 101 N. 2nd Avenue, Winneconne, to the Veterans Service Commission. Mr. Schultz will replace Dale Witzke whose term has expired. This is a three-year term which will expire December 31, 2023. Motion by Supervisor Konetzke and seconded by Supervisor Gordon to accept. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Snider is excused from tonight's meeting.

Chairman Ramos reported that the 2021-2025 Capital Improvement Plan list is on the County's website.

Chairman Ramos commented on the in-person vs. virtual meetings for the Winnebago County Board of Supervisors. He stated that the numbers of positive cases of COVID-19 are trending down, but deaths related to COVID-19 are up. There is a new strain of COVID-19 that has been detected and is faster spreading. Chairman Ramos will evaluate the virus as we move forward and will utilize guidance from the Public Health Department.

Chairman Ramos thanked the Public Health Department, the first responders, police, fire fighters, EMS and essential workers for all their hard work and dedication during the pandemic. They are truly appreciated. Chairman Ramos asks that we continue to pull together as a community.

Chairman Ramos announced that the next County Board meeting will be held on February 23, 2021.

UPDATE ON THE NEW GENERAL AVIATION (GA) TERMINAL PROJECT

Jim Schell, Director of the Winnebago County Airport, reported on the update of the new General Aviation Terminal Project.

- July 2020 - Demolition of the west wing started.
- August 19, 2020 - Completed demolition of the west wing.
- September 16, 2020 – Construction of the new GA Terminal began.
- October 17, 2020 – Construction in progress, footings and foundation have been formed and poured.
- November 17, 2020 – Construction of steel beams and walls.
- December 1, 2020 – Construction of additional steel beams and walls in the west section of the terminal.
- January 4, 2021 – Laminate wood beams and outside walls are installed.
- January 19, 2021 – Building is almost totally enclosed, working on the roof on the east side of the building, moving to the west side of the building next week to complete the roof.

Director Schell reported that the original bid for the project was \$7 million. The project is currently on track to be completed for approximately \$5.5 million. The project is expected to be complete by June 13, 2021.

Director Jim Schell then took questions from the board. A copy of this presentation is available in the Winnebago County Clerk's office at 112 Otter Avenue, Oshkosh, WI.

ZONING REPORTS AND ORDINANCES

- Amendatory Ordinance No. 01/01/21 – Town of Winneconne on behalf of Derek Schaffer for zoning change from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 030-0108-04(p). Motion by Supervisor Egan and seconded by Supervisor Joas to adopt. CARRIED BY VOICE VOTE. (Effective Date: January 22, 2021)
- Amendatory Ordinance No. 01/02/21 – Town of Winneconne on behalf of Peter White for zoning change from A-2 General Agriculture to R-1 Rural Residential for tax parcel no. 030-0029-02(p). Motion by Supervisor Egan and seconded by Supervisor Defferding to adopt. CARRIED BY VOICE VOTE. (Effective Date: January 22, 2021)
- Amendatory Ordinance No. 01/03/21 – Town of Winneconne on behalf of David and Susan Petrack for zoning change from A-2 General Agriculture to R-1 / A-1 Rural Residential / Agri-business District for tax parcel no. 030-0512-03. Motion by Supervisor Egan and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: January 22, 2021)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 111-012021: Commendation for Cindy Pischke

WHEREAS, Cindy Pischke has been employed with the Winnebago County Department of Human Services for the past 39 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Cindy Pischke has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge Cindy's 39 years of service.

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 112-012021: Commendation for Linda Kollmann

WHEREAS, Linda Kollmann has been employed with the Winnebago County Emergency Management Department for the past 31 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Linda Kollmann has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge Linda's 31 years of service.

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 113-012021: Commendation for Robert Way

WHEREAS, Robert Way has been employed with the Winnebago County Parks Department for the past 24 years, and during that time has been a most conscientious and devoted County employee; and

WHEREAS, Robert Way has now retired from those duties, and it is appropriate for the Winnebago County Board of Supervisors to acknowledge Robert's 24 years of service.

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 114-012021: Authorize \$6,609,000 for the Winnebago County Highway Department's 2021 Annual Bridge and Road Paving Program, to be Funded with \$2,031,720 from Outside Sources and a Transfer of \$4,577,280 from the Undesignated General Fund Balance

WHEREAS, a portion of Winnebago County's infrastructure is showing significant signs of deterioration, and the following roadways and parking lot need improvements to extend their useful lives:

- Town of Clayton: Future CTH T (Pioneer Rd to CTH II) right of way;
- City of Oshkosh: Waukau Avenue (Poberenzney - Airport) design;
- Village Fox Crossing: CTH CB (Shady Lane to American Dr.) overlay;
- City of Neenah: CTH CB and CTH JJ roundabout design and right of way;
- City of Oshkosh: CTH I (Ripple Ave to Waukau Ave) design;

- Town of Winneconne: CTH G (STH 45 to CTH M) recondition;
- Town of Neenah: CTH "II" (CTH "CB" to Clayton Ave) mill and overlay;
- Town of Oshkosh: CTH Y (STH 76 to I 41) and (CTH T to STH 45) recondition;
- Town of Nepeuskun: CTH V (CTH E to West Co Line) recondition;
- City of Menasha / Village Fox Crossing: CTH P (Midway Road to STH 47) design;
- Town of Oshkosh: CTH Y (I 41 to CTH T) reconstruction;
- Town of Neenah: CTH CB (CTH O to CTH JJ) overlay; and

WHEREAS, the Winnebago County Highway Department typically performs infrastructure improvements each year to the Winnebago County roadway system in order to extend the system's useful life and preserve Winnebago County's investment in the assets; and

WHEREAS, the above-identified projects on which to make infrastructure improvements have been scheduled for 2021 in the Highway Department's 2021 - 2025 Capital Improvement Plan; and

WHEREAS, the Winnebago County Board of Supervisors recognizes the value of maintaining a high quality transportation system in Winnebago County and is committed to maintaining the County's highway investments.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes \$6,609,000 for the Winnebago County Highway Department's 2021 Annual Bridge and Road Paving Program, to be funded with \$2,031,720 from outside sources and a transfer of \$4,577,280 from the undesignated general fund balance.

Fiscal Impact: The undesignated general fund balance will be decreased by \$4,577,280.

Submitted by:

HIGHWAY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 115-012021: Authorize a Capital Project for the Winnebago County Sheriff's Office to Replace the Existing Microwave Network Equipment at a Cost of \$360,200, Funded with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue

WHEREAS, the Winnebago County Sheriff's Office must replace its existing Cambium microwave network equipment as it is reaching end of life and will no longer be supported by the vendor. This equipment provides critical radio communications for public safety agencies throughout Winnebago County; and

WHEREAS, the microwave network works in conjunction with Outagamie County's microwave network that is also scheduled for needed replacement in 2021;

WHEREAS, Winnebago County's four microwaves on the network operate in a loop, replacing them all at the same time is essential to ensure proper functionality.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago County Sheriff's Office to replace the existing microwave network equipment at a cost of \$360,200, and to be funded with bond proceeds.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that funds to pay for the capital project be advanced from the General Fund to be reimbursed from a subsequent bond issue.

Fiscal Impact: The annual debt service for this bonding over 10 years amounts to approximately \$36,560 assuming a 1.5% interest rate.

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 116-012021: Authorize the Winnebago County Finance Department to Accept Additional Reimbursement from the Wisconsin Department of Administration "Routes to Recovery: Local Government Aid Grants" in the Amount of \$294,327, and Appropriate the Funds to Reimbursable Expenses Directly Related to the COVID-19 Pandemic

WHEREAS, Wisconsin's local governments are on the front-lines in terms of supporting their communities through the COVID-19 health crisis and promoting economic recovery; and

WHEREAS, the "Routes to Recovery: Local Government Aid Grants" are aimed at helping our local government partners address some of their most urgent and unique COVID-19 recovery needs. Administered by the Department of

Administration (DOA), Routes to Recovery Grants will be allocated to every Wisconsin county, city, village, town, and federally recognized tribe; and

WHEREAS, the "Routes to Recovery" effort is funded by \$200 million in federal Coronavirus Aid, Relief, and Economic Security (CARES) Act dollars. Of these amounts, Winnebago County was originally allocated \$2,773,211. Now, the State has reallocated unused monies from other cities, towns, villages and Counties, and is granting Winnebago County an additional amount of \$294,327 of reimbursement funds for expenses incurred between March 1 and November 17, 2020 in direct response to the COVID-19 crisis; and

WHEREAS, the funds available for reimbursement will cover only unbudgeted expenditures incurred due to the COVID-19 public health emergency between March 1 and November 17, 2020 that fall under the following nine (9) categories:

1. Emergency operation activities and services related to public health, emergency services, and public safety response
2. Medical and protective services and equipment, including PPE
3. Cleaning, sanitizing, and other costs of COVID-19 mitigation in public areas and facilities
4. Temporary isolation housing for infected or at-risk individuals
5. Testing and contact tracing costs above those covered by existing State programs
6. Paid leave for public health and safety employees to take COVID-19 precautions
7. Increased workers compensation costs due to COVID-19
8. Meeting local match requirements for expenses submitted for reimbursement by FEMA
9. Purchases of services or equipment to facilitate telework by public employees

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Finance department to accept additional reimbursement from the Wisconsin Department of Administration "Routes to Recovery: Local Government Aid Grants" in an amount of \$294,327, and appropriate the funds to reimbursable expenses directly related to the COVID-19 pandemic

Fiscal Impact: No fiscal impact. The reimbursement will cover the related expenditures, unless the reimbursement covers budgeted labor, in which case it will increase revenues received.

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Konetzke to adopt. CARRIED BY VOICE VOTE.
NAYES: 5 – Rasmussen, Defferding, Farrey, Brunn and Albrecht.

RESOLUTION NO. 117-012021: Authorize a Transfer of \$100,000 from the Winnebago County Contingency Reserve Account to the Winnebago County Parks Capital Improvements Account to Provide Additional Funding to Replace the Asylum Point Island Bridge with a Metal Clear Span Structure

WHEREAS, an ice shove that occurred in 2017 displaced the existing sixteen (16) year old wood pile walking bridge at Asylum Point island rendering the island inaccessible; and

WHEREAS, citizens regularly traversed the bridge to crossover from the mainland to Asylum Point island where they would view the Asylum Point lighthouse and enjoy fishing and hiking opportunities; and

WHEREAS, Parks personnel also used the bridge for mower access and to service two picnic sites; and

WHEREAS the Asylum Point island bridge replacement project will require the contractor to remove the remaining wooden bridge pilings and install a metal frame clear span structure with supporting bridge abutments; and

WHEREAS, the lowest bid for replacing the Asylum Point Island Bridge was \$272, 000, resulting in a \$150, 000 shortfall there is presently a \$150,000 shortfall in available funding for the project; and

WHEREAS, as a means of addressing the aforementioned \$150,000 shortfall, the County sought and received a commitment of \$50,000 in addition to the \$100,000 grant already awarded to it by the Fox River Natural Resources Damage Assessment Council (NRDA Council); and

WHEREAS, given the \$150,000 NRDA Council grant award it is necessary that a transfer of \$100,000 be appropriated from the Contingency Reserve Account to make up the \$100,000 shortfall.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$100,000 from the Winnebago County Contingency Reserve account to the Winnebago County Parks Capital Improvements account to provide additional funding to replace the Asylum Point Island bridge with a metal clear span structure.

Fiscal Impact: The Winnebago County Contingency Reserve account will decrease by \$100,000.

Submitted by:

PARKS & RECREATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 118-012021: Authorize the Winnebago County Emergency Management Department to Accept a Hazardous Materials Emergency Planning Grant from the Wisconsin Department of Military Affairs in the amount of \$6,732, and Appropriate the Funds to Provide Training on Hazardous Materials

WHEREAS, the Winnebago County Emergency Management department received a Hazardous Materials Emergency Planning grant from the Wisconsin Department of Military Affairs; and

WHEREAS, the Hazardous Materials Emergency Planning grant will provide for three refresher training courses in hazardous materials for the Northeast Regional HazMat Team; and

WHEREAS, accepting the additional funding and applying the funds to these training expenses will be beneficial to the residents of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Emergency Management department to accept a Hazardous Materials Emergency Planning grant in the amount of \$6,732 and appropriate the funds to provide training on hazardous materials

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

Submitted by:
EMERGENCY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO 119-012021: Authorize Adoption of the Covenants & Restrictions for the Oshkosh Aviation Business Park

WHEREAS, the Oshkosh Aviation Business Park has a set of covenants and restrictions, created in 2015 by County and City Staff, Greater Oshkosh Economic Development and the Industrial Park Development Committee; and

WHEREAS, these covenants provide an additional layer of protection over and above the restrictions in Winnebago County and City of Oshkosh Zoning Ordinances and implement the vision of the park to be that of an economic development cluster devoted to aviation related commercial and industrial uses; and

WHEREAS, the City of Oshkosh adopted these covenants in 2018.

WHEREAS, the Aviation Committee believes that said covenants are in the best interest of Winnebago County and approved said covenants on December 2, 2020.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves and adopts the Covenants & Restrictions Regarding the Oshkosh Aviation Business Park at Wittman Regional Airport. A complete copy of the covenants document is attached to and incorporated herein by reference as a part of this Resolution.

Submitted by:
AVIATION COMMITTEE

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

RESOLUTION NO. 120-012021: Authorize the Hiring of Kontext Architects to Perform the Architectural Engineering Work Related to the Capital Project to Design the Park View Training/Storage Facility

WHEREAS, the current facilities for Park View to train staff and to store needed supplies and vehicles are inadequate for current and future needs; 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 Kontext Architects be hired to perform the architectural engineering work on the new Park View Training and Storage Facility; and

WHEREAS, Kontext Architects shall be paid a fee not to exceed \$58,795; and

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves the hiring of Kontext Architects to be funded from previously approved funding for the design of the Capital project.

Fiscal Impact: The fiscal impact shall not exceed \$58,795.

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE

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

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adjourn until the February 23, 2021 meeting at 6:00 p.m. The meeting was adjourned at 7:21 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 January 19, 2020.

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: February 23, 2021
SUBJECT: Appointment to the **HUMAN SERVICES BOARD**

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

Nicole Neuhoff
160 Curtis Avenue
Neenah, WI. 54956

Ms. Neuhoff will be filling a vacant position.

This is a three (3) year term which will expire December 31, 2023.

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


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



Winnebago County
Office of the County Executive

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

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: February 23, 2021
SUBJECT: Appointments to the **DIVERSITY AFFAIRS COMMISSION**

Subject to your approval, I am hereby making the following appointments to the **DIVERSITY AFFAIRS COMMISSION**.

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

Tanisha Alvarado
939 Grand St.
Oshkosh, WI. 54901

Lateria Garrett
1363 Lamar Avenue
Oshkosh, WI. 54901

Marcelo Garcia
1790 Wendy Way
Neenah, WI. 54956

Haya Khateeb
120 W. Bell St., Apt. 201
Neenah, WI. 54956

These are two (2) year terms which will expire April 19 2022.

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


Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Diversity Affairs Commission

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5500 filed with the County Clerk by:

SCHRAM TST, EDWARD T ; SCHRAM, KENNETH ; STREBELINSKI, CANDIE A ;
STREBELINSKI, DOUGLAS J, Town of NEPEUSKUN and referred to the Planning and Zoning Committee on 1/19/2021 and

WHEREAS, a Public Hearing was held on 1/26/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: SCHRAM TST, EDWARD T ; SCHRAM, KENNETH ; STREBELINSKI, CANDIE A ; STREBELINSKI, DOUGLAS J

Agent(s): LENZ, DONALD - GREEN LAKE SURVEYING COMPANY

Location of Premises Affected: 9621 Hilke Rd & part of adjacent property to the W RIPON, WI 54923

Legal Description: Being all of Lot 1 and part of Lot 2 of CSM-3595 located in part of the NW 1/4 of the NW 1/4, Section 31, Township 17 North, Range 14 East, Town of Nepeuskun, Winnebago County, Wisconsin.

Tax Parcel No.: 014-0602(p), 014-0602-01

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

WHEREAS,

Applicant is requesting a rezoning to R-1 Rural Residential,

And

WHEREAS, we received notification from the Town of NEPEUSKUN 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 NEPEUSKUN has Approved. Town action is advisory due to shoreland jurisdiction. Town has right of approval or denial per terms of zoning ordinance.

Town findings for Approval were as follows:

- 1.) Town does have an adopted land use plan.
- 2.) Action does agree with adopted plan.

The Town of Nepeuskun has approved (Town action is advisory due to shoreland jurisdiction)

- 1) There were no objections.
- 2) Proposed use is compatible with adjacent uses.
- 3) Zoning map amendment is required as a condition of csm approval and will place development in appropriate zoning district.

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 # 02/001/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5500 as follows:

Being all of Lot 1 and part of Lot 2 of CSM-3595 located in part of the NW 1/4 of the NW 1/4,
Section 31, Township 17 North, Range 14 East, Town of Nepeuskun, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF
_____, 20_____.

Mark Harris
County Executive

County Board Supervisory district 33 - EGAN

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP BEING ALL OF LOT 1 AND A PART OF LOT 2 OF
CERTIFIED SURVEY MAP NO. 3935 LOCATED IN PART OF THE NORTHWEST ¼
OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST,
TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.



Donald W. Lenz
Donald W. Lenz, WI P. L. S. No. S-2003
Dated this 3rd day of November, 2020.



GREEN LAKE SURVEYING COMPANY
P.O. BOX 131
Green Lake, Wisconsin 54941
Phone: (920) 294-6666
survey@greenlakesurveyingcompany.com
www.greenlakesurveyingcompany.com

OWNER(S):
DOUGLAS J. AND
CANDIE A. STREBELINSKI
ADDRESS:
9621 HILKE ROAD
RIPON, WISCONSIN 54971

OWNER(S):
KENNETH SCHRAM
ADDRESS:
N7669 37TH AVENUE
BERLIN, WISCONSIN 54923

OWNER(S):
EDWARD T. SCHRAM
TRUST UNDER WILL
ADDRESS:
N8066 FOREST RIDGE ROAD
BERLIN, WISCONSIN 54923

LEGEND:

- SECTION CORNER MONUMENT FOUND ALUMINUM MONUMENT UNLESS NOTED
- 2" DIA. IRON PIPE FOUND
- OBITERATED SECTION CORNER
- ¾" DIA. REBAR FOUND
- ¾" DIA. X 18" REBAR SET
- 1.50 LBS PER LINEAL FOOT

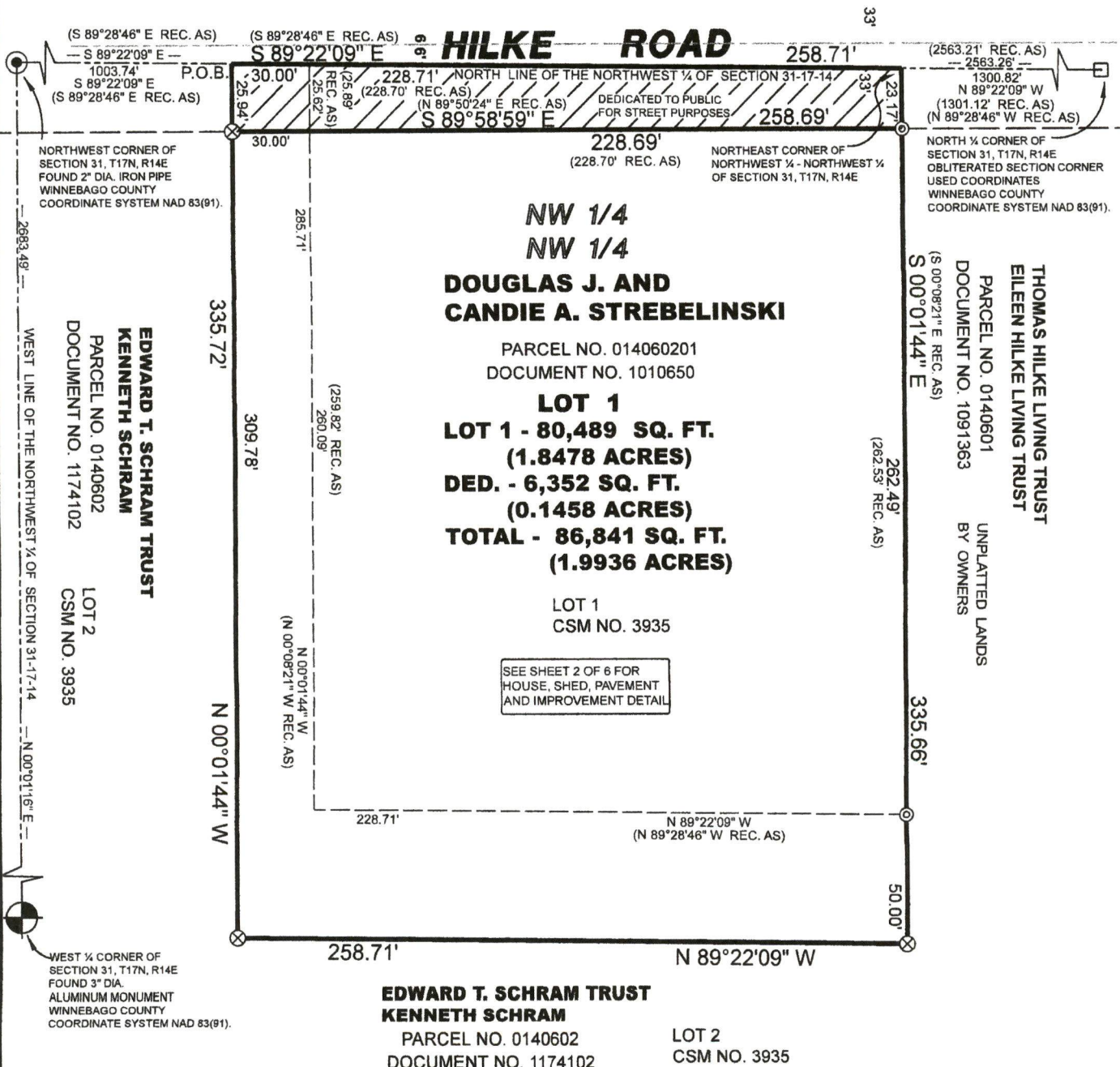
BEARINGS ARE REFERENCED TO THE
NORTH LINE OF THE NORTHWEST ¼ OF
SECTION 31 - 17 - 14 WINNEBAGO COUNTY
WITH A BEARING OF S 89°22'09" E, PER
WINNEBAGO COUNTY COORDINATE SYSTEM NAD 83(91).
SCALE: 1" = 60'
60' 0' 60'

WINNEBAGO, COUNTY

CERTIFIED SURVEY MAP

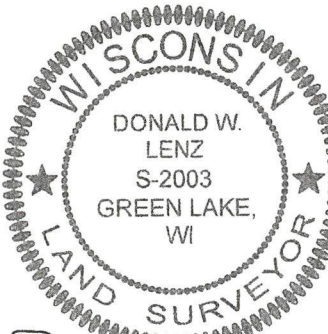
VOLUME

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CERTIFIED SURVEY MAP

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OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST,
TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.



Donald W. Lenz
Donald W. Lenz, WI P. L. S. No. S-2003
Dated this 3rd day of November, 2020.

OWNER(S):
DOUGLAS J. AND
CANDIE A. STREBELINSKI
ADDRESS:
9621 HILKE ROAD
RIPON, WISCONSIN 54971

OWNER(S):
EDWARD T. SCHRAM
TRUST UNDER WILL
ADDRESS:
N8066 FOREST RIDGE ROAD
BERLIN, WISCONSIN 54923

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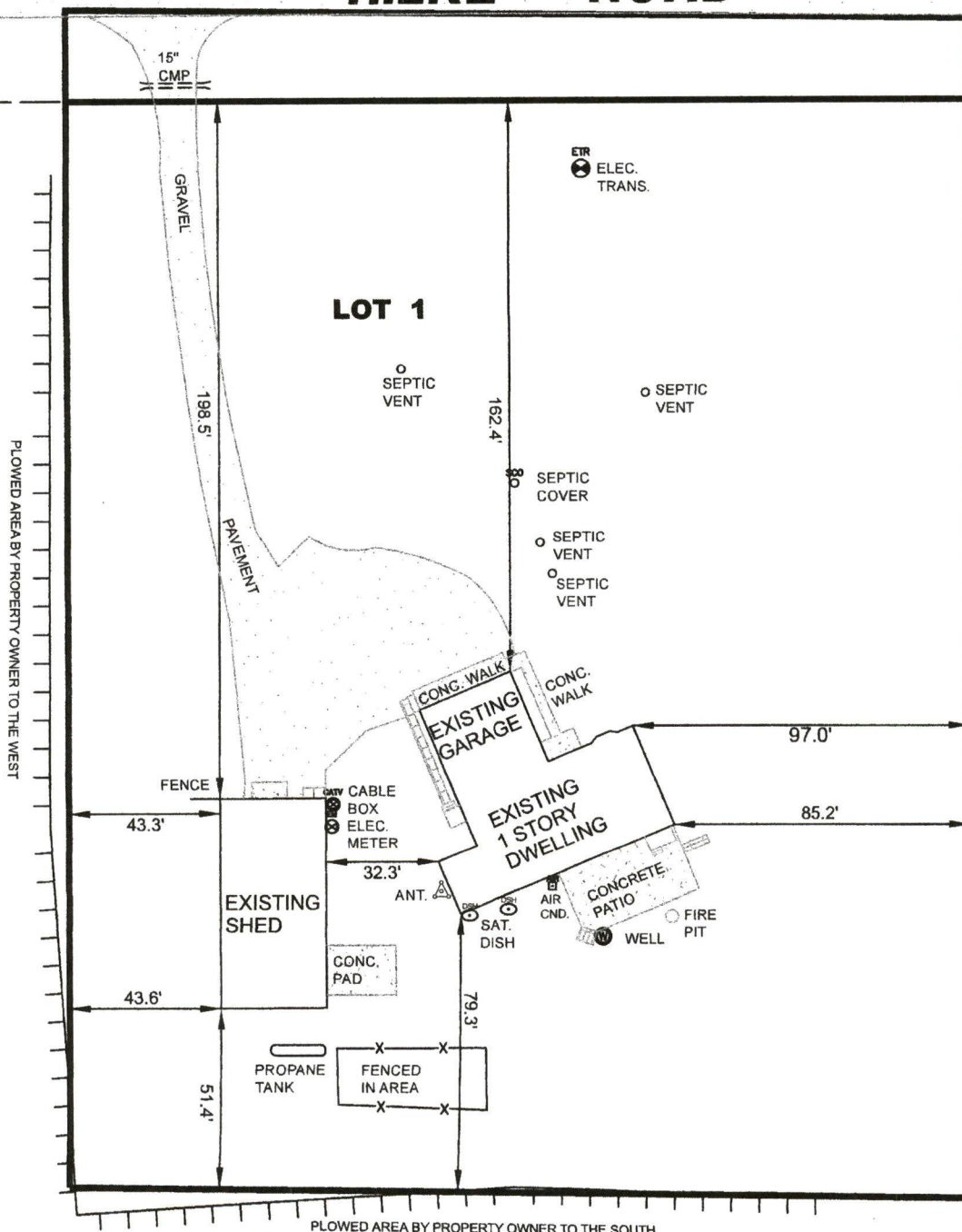


HOUSE, SHED, PAVEMENT AND IMPROVEMENT DETAIL

ASPHALT

HILKE ROAD

PAVEMENT



WINNEBAGO, COUNTY

CERTIFIED SURVEY MAP

VOLUME

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CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP BEING ALL OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3935 LOCATED IN PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST, TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

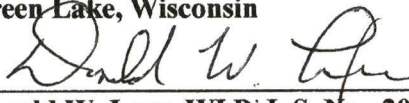
I, Donald W. Lenz, Professional Land Surveyor of the State of Wisconsin, hereby certify that I have at the order of Douglas J. and Candie A. Strebelinski, as owner's thereof, and as representatives for Kenneth Schram and the Edward T. Schram Trust Under Will, as owners thereof, surveyed lands being all of Lot 1 and a part of Lot 2 of Certified Survey Map No. 3935, as recorded in the Office of the Register of Deeds for Winnebago County, Wisconsin on March 20, 1998 in Volume 1 on Page 3935 of Certified Survey Maps, located in part of the Northwest ¼ of the Northwest ¼ of Section 31, Town 17 North, Range 14 East, Town of Nepeuskun, Winnebago County, Wisconsin, being more particularly described as follows:

Commencing at the Northwest corner of said Section 31; thence South 89°-22'-09" East along the north line of the Northwest ¼ of said Section 31, 1003.74 feet to the Place of Beginning of lands hereinafter described; thence continue South 89°-22'-09" East along said north line, 258.71 feet to the northeast corner of said Lot 1; thence South 00°-01'-44" East along the east line of said Lot 1, 335.66 feet; thence North 89°-22'-09" West, 258.71 feet; thence North 00°-01'-44" West, 335.72 feet to the Place of Beginning. Containing 1.8478 acres (80,489 sq. ft.) and 6,352 sq. ft. (0.1458 acres) of dedicated land. Being subject to a road right-of-way easement for Hilke Road as shown on Sheet 1 of this Certified Survey Map. Also being subject to all easements and restrictions of record thereof if any.

I further certify that such survey thereof made, and that is a correct representation of all exterior boundaries of the land surveyed and the division I have fully complied with the provisions of Section 236.34 of the Wisconsin State Statutes, Winnebago County and the Town of Nepeuskun Subdivision Ordinances in surveying and mapping the same, to the best of my knowledge and belief.

GREEN LAKE SURVEYING CO.

Green Lake, Wisconsin



Donald W. Lenz, WIP: L.S. No. 2003

Dated this 3rd day of November, 2020.



GREEN LAKE SURVEYING CO.

P.O. Box 131

Green Lake, Wisconsin 54941

Phone: (920) 294-6666

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP BEING ALL OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3935 LOCATED IN PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST, TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.

OWNER'S CERTIFICATE:

We, Douglas J. and Candie A. Strebelinski, as owner's thereof, hereby certify that we have caused the land as described in the foregoing certificate of Donald W. Lenz, surveyor, to be surveyed, dedicated, monumented, divided and mapped as represented by this Certified Survey Map.

We further certify that this survey is required by Section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1) Winnebago County Planning and Zoning Committee
- 2) Town of Nepeuskun Planning Commission
- 3) Town Board of Nepeuskun

WITNESS the hand and seal of Douglas J. and Candie A. Strebelinski this _____ day of _____, 2020.

Douglas J. Strebelinski, Owner

Candie A. Strebelinski, Owner

STATE OF WISCONSIN)
_____ COUNTY)SS

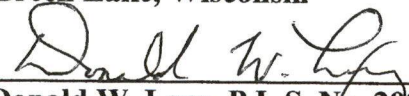
Personally came before me this _____ day of _____, 2020, the above named Douglas J. and Candie A. Strebelinski, to be known to be the persons who executed the foregoing instrument and acknowledged the same.

Wisconsin Notary Public

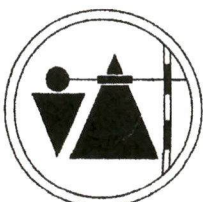
Print Name _____

My Commission expires _____

GREEN LAKE SURVEYING CO.
Green Lake, Wisconsin



Donald W. Lenz, P.L.S. No. 2003
Dated this 3rd day of November, 2020.



GREEN LAKE SURVEYING CO.
P.O. Box 131
Green Lake, Wisconsin 54941
Phone: (920) 294-6666

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP BEING ALL OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3935 LOCATED IN PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST, TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.

OWNER’S CERTIFICATE:

We, Kenneth Schram and Candice Schram, as Trustee of the Edward T. Schram Trust Under Will, as owner’s thereof, hereby certify that we have caused the land as described in the foregoing certificate of Donald W. Lenz, surveyor, to be surveyed, dedicated, monumented, divided and mapped as represented by this Certified Survey Map.

We further certify that this survey is required by Section 236.10 or 236.12 of the Wisconsin State Statutes to be submitted to the following for approval or objection:

- 1) Winnebago County Planning and Zoning Committee
- 2) Town of Nepeuskun Planning Commission
- 3) Town Board of Nepeuskun

WITNESS the hand and seal of Kenneth Schram and Candice Schram this _____ day of _____, 2020.

Kenneth Schram, Owner

Candice Schram, Trustee of the Edward T. Schram Trust Under Will, Owner

STATE OF WISCONSIN)
_____ COUNTY)SS

Personally came before me this _____ day of _____, 2020, the above named Kenneth Schram and Candice Schram, to be known to be the persons who executed the foregoing instrument and acknowledged the same.

Wisconsin Notary Public

Print Name _____

My Commission expires _____

GREEN LAKE SURVEYING CO.
Green Lake, Wisconsin

Donald W. Lenz, P.L.S. No. 2003
Dated this 3rd day of November, 2020.



GREEN LAKE SURVEYING CO.
P.O. Box 131
Green Lake, Wisconsin 54941
Phone: (920) 294-6666

WINNEBAGO COUNTY CERTIFIED SURVEY MAP NO. _____ VOLUME _____ PAGE _____

CERTIFIED SURVEY MAP

CERTIFIED SURVEY MAP BEING ALL OF LOT 1 AND A PART OF LOT 2 OF CERTIFIED SURVEY MAP NO. 3935 LOCATED IN PART OF NORTHWEST ¼ OF THE NORTHWEST ¼ OF SECTION 31, TOWN 17 NORTH, RANGE 14 EAST, TOWN OF NEPEUSKUN, WINNEBAGO COUNTY, WISCONSIN.

TOWN PLANNING COMMISSION:

Approved this _____ day of _____, 2020.

By: _____
Chairman – Ron Bahn

Town Clerk – Rebecca Pinnow

TOWN BOARD RESOLUTION:

Resolved, that this Certified Survey Map which has been filed or duly filed for approval of the Nepeuskun Town Board, Winnebago County, Wisconsin, for Douglas J. and Candie A. Strebelinski, Kenneth Schram and the Edward T. Schram Trust Under Will, as owner's thereof, is hereby approved by authority of the Nepeuskun Town Board.

Date: _____

Town Chairman – Kyle Grahm

Town Clerk – Rebecca Pinnow

TOWN TREASURER'S CERTIFICATE:

I, _____, being the duly elected, qualified and acting treasurer for the Town of Nepeuskun, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any land included in this Certified Survey Map.

Date: _____

By: _____
Town Treasurer – Melissa Gravunder

COUNTY TREASURER'S CERTIFICATE:

I, _____, being the duly elected, qualified and acting treasurer for the County of Winnebago, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of _____ on any land included in this Certified Survey Map.

Date: _____

By: _____
County Treasurer – Mary E. Krueger

WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE:


This Certified Survey Map in the Town of Nepeuskun for Douglas J. and Candie A. Strebelinski, Kenneth Schram and the Edward T. Schram Trust Under Will, as owner's thereof, is hereby approved by the authority of the Winnebago County Planning and Zoning Committee.

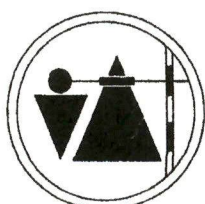
Date: _____

By: _____
Committee Chairman

Print Name: _____

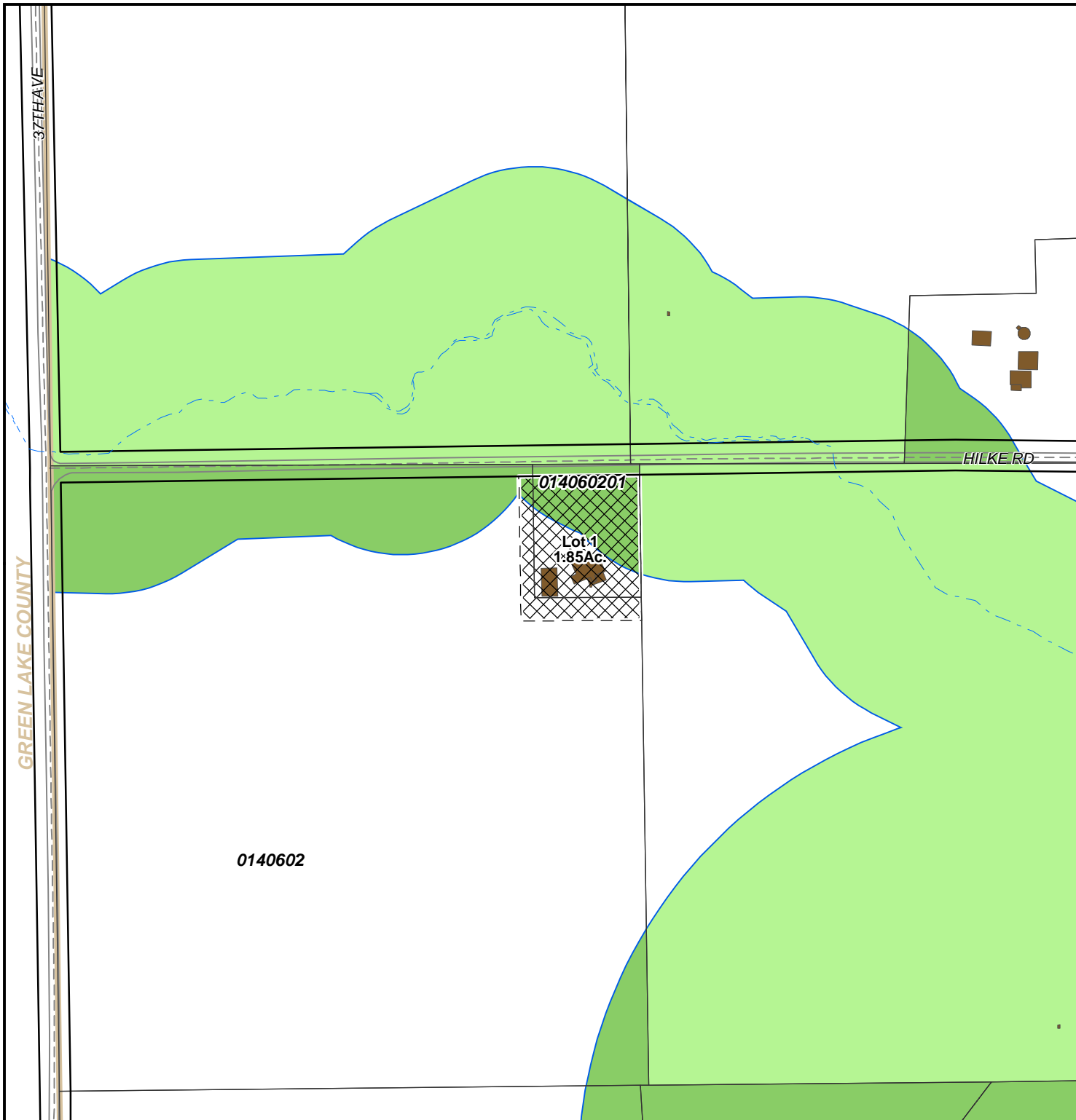
GREEN LAKE SURVEYING CO.
Green Lake, Wisconsin


Donald W. Lenz, P.L.S. No. 2003
Dated this 3rd day of November, 2020.



GREEN LAKE SURVEYING CO.
P.O. Box 131
Green Lake, Wisconsin 54941
Phone: (920) 294-6666





Application #21-ZC-5500

Date of Hearing:

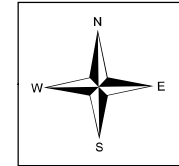
January 26, 2021

Owner(s):

STREBELINSKI, DOUGLAS J /
STREBELINSKI, CANDIE A and
SCHRAM, KENNETH /
SCHRAM TST, EDWARD T

Subject Parcel(s):

014060201 & 0140602(P)



Winnebago County
WINGS Project

Scale

1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area

○ = SITE

Application #21-ZC-5500

Date of Hearing:

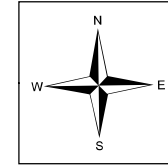
January 26, 2021

Owner(s):

STREBELINSKI, DOUGLAS J /
STREBELINSKI, CANDIE A and
SCHRAM, KENNETH /
SCHRAM TST, EDWARD T

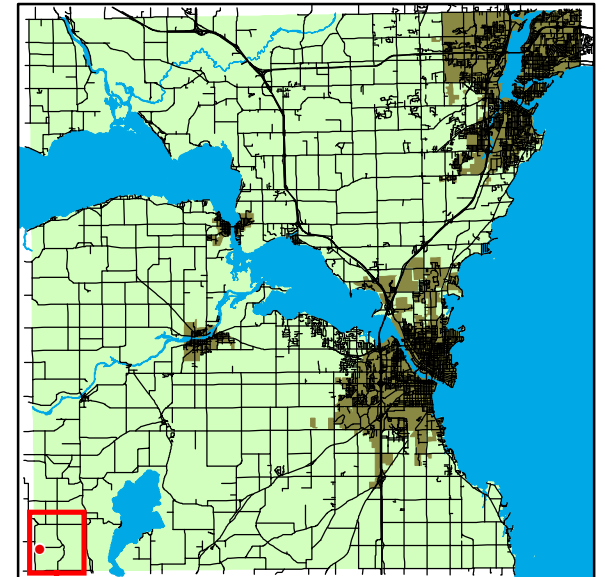
Subject Parcel(s):

014060201 & 0140602(P)

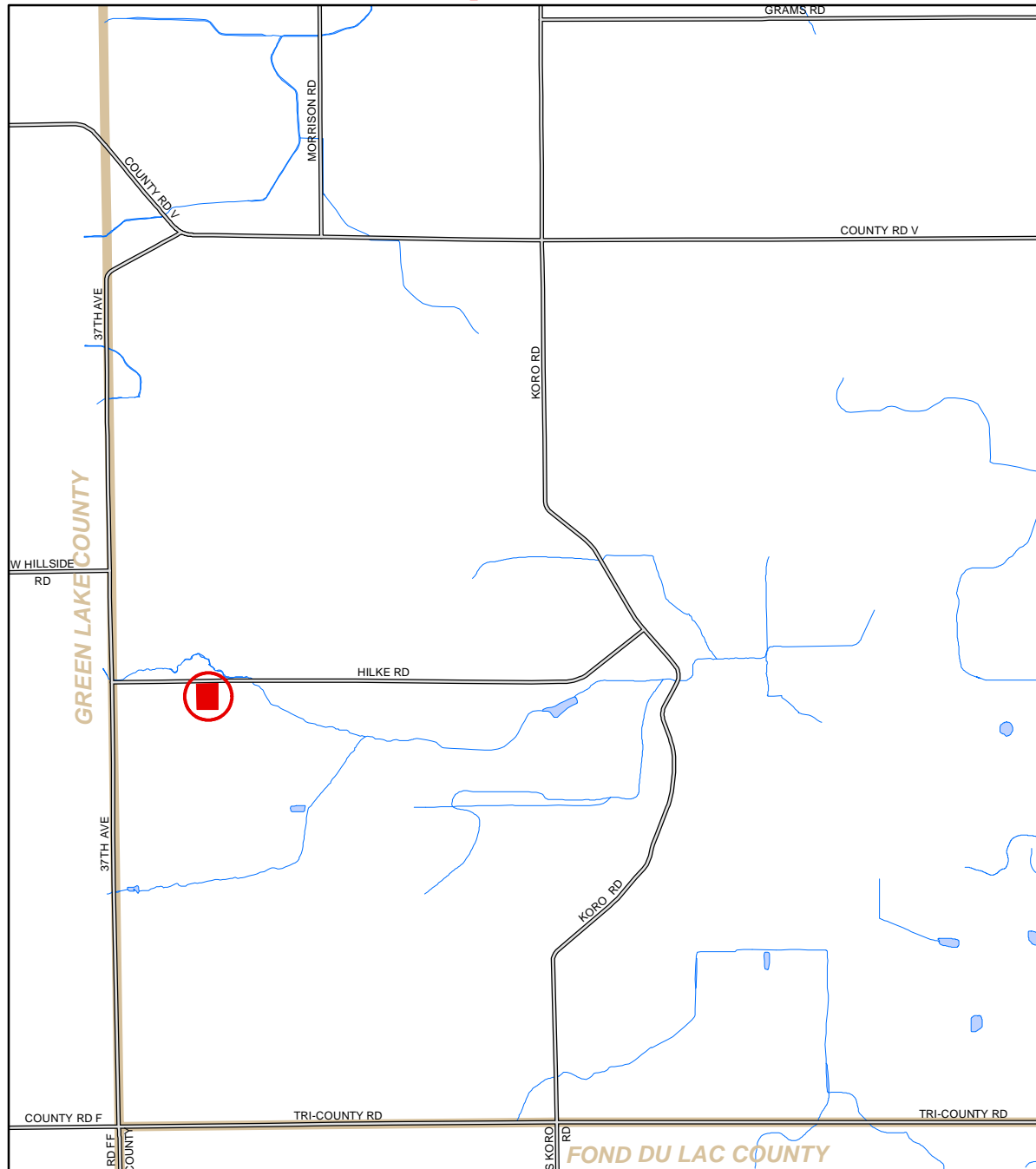


Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY



1 inch : 2,000 feet

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2021-ZC-5520 filed with the County Clerk by:

RIECKMANN, JASON , Town of WOLF RIVER and referred to the Planning and Zoning Committee on 1/19/2021 and

WHEREAS, a Public Hearing was held on 1/26/2021, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: RIECKMANN, JASON
Agent(s): LOCY, CRAIG - CRL SURVEYING

Location of Premises Affected: 7641 COUNTY RD H FREMONT, WI 54940

Legal Description: Being part of the SW 1/4 of the SW 1/4, Section 29, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

Tax Parcel No.: 032-0629

Sewer: ☐ Existing ☒ Required ☒ Municipal ☐ Private System
Overlay: ☐ Airport ☐ SWDD ☒ Shoreland
☐ Floodplain ☐ Microwave ☒ Wetlands

WHEREAS,

Applicant is requesting a rezoning to R-1 Rural Residential,
And

WHEREAS, we received notification from the Town of WOLF RIVER recommending No Response

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 WOLF RIVER has Not Responded. Town action is advisory due to shoreland jurisdiction.
Town findings for No Response were as follows:

- 1) The Town of Wolf River has not responded (Town action is advisory only due to shoreland jurisdiction). 2) There were no objectors.
- 3) Proposed use is compatible with adjacent uses.
- 4) Zoning map amendment is required as a condition of csm approval and will place development in appropriate zoning district.

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 # 02/002/21

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2021-ZC-5520 as follows:

Being part of the SW 1/4 of the SW 1/4, Section 29, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-1 Rural Residential,

Adopted/ Denied this _____ day of _____, 20_____

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Mark Harris
County Executive

County Board Supervisory district 36 - JOAS

Application #21-ZC-5520

Date of Hearing:

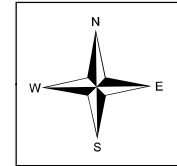
January 26, 2021

Owner(s):

RIECKMANN, JASON

Subject Parcel(s):

0320629(P)



Winnebago County
WINGS Project

Scale

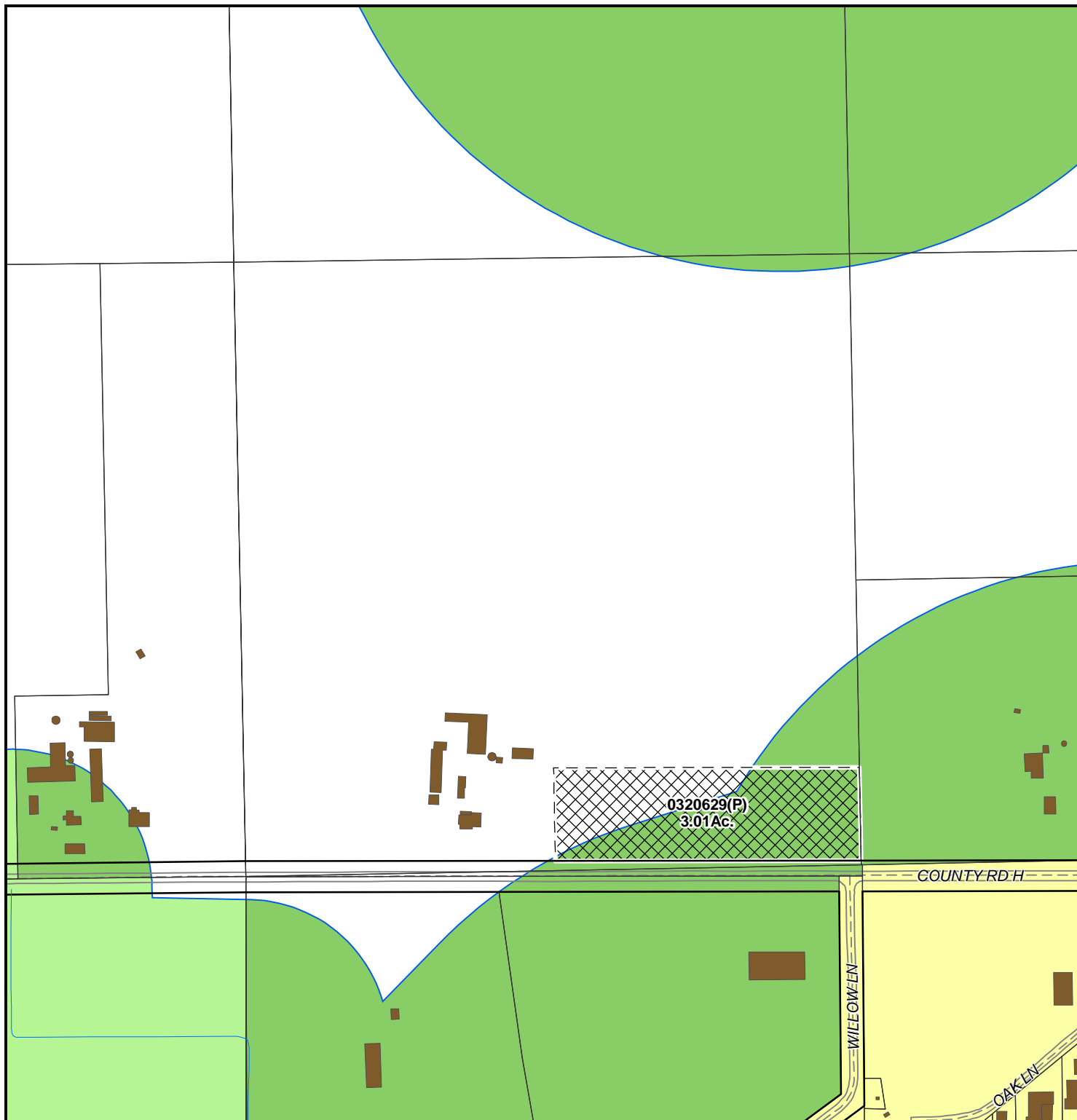
1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction

Incorporated Area



○ = SITE

Application #21-ZC-5520

Date of Hearing:

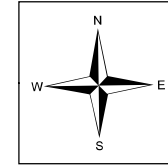
January 26, 2021

Owner(s):

RIECKMANN, JASON

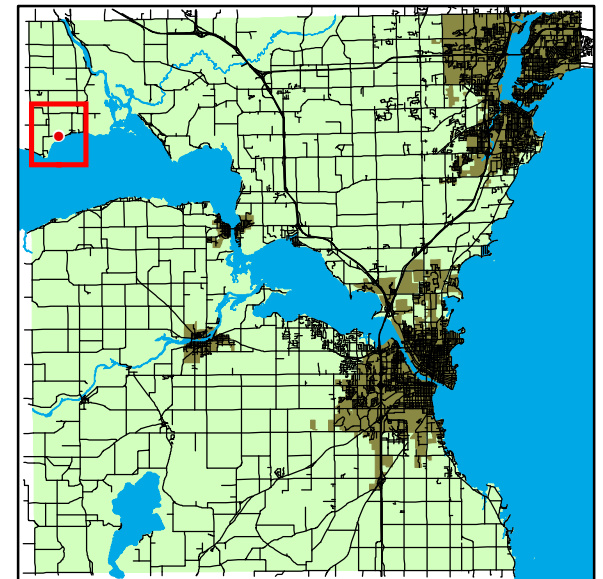
Subject Parcel(s):

0320629(P)



Winnebago County
WINGS Project

● = SITE



WINNEBAGO COUNTY



1 inch : 2,000 feet

WINNEBAGO COUNTY HEALTH DEPARTMENT
GENERAL FACE COVERINGS ORDER

WHEREAS, this General Order is advisory only until reviewed and reaffirmed or revised and affirmed by a majority of the Winnebago County Board of Supervisors at its next regularly-scheduled meeting date or within 14 days, whichever is earlier.

WHEREAS, Winnebago County has been in the midst of a pandemic since March 2020. Data provided by the Wisconsin Department of Health Services shows that the number of cases in Winnebago County as of February 12, 2021, surpassed 16,792 confirmed cases with a current biweekly confirmed case rate of 190.1 cases per 100,000 from January 27, 2021 – February 9, 2021. These numbers indicate a "high" burden threshold established by the Wisconsin Department of Health Services (<https://www.dhs.wisconsin.gov/covid-19/disease.htm>); and

WHEREAS, the Centers for Disease Control and Prevention (CDC), World Health Organization (WHO), Wisconsin Department of Health Services (DHS), and the Winnebago County Health Department recommend the use of facial coverings as an effective measure to address the rising number of cases and limit exposure to the COVID-19 virus; and

WHEREAS, the CDC Director has stated "[c]loth face coverings are one of the most powerful weapons we have to slow and stop the spread of the virus – particularly when used universally within a community setting. All Americans have a responsibility to protect themselves, their families, and their communities"; and

WHEREAS, as a novel disease with no certain immunity and limited vaccination availability, the entire population is at risk; and

WHEREAS, many individuals with COVID-19 may be asymptomatic or may experience a delayed onset of symptoms, during which time such individuals may transmit the virus unknowingly to others; and

WHEREAS, wearing a cloth face covering over both the nose and mouth greatly reduces the risk of continued community spread of COVID-19 without having a significant impact on people's day-to-day lives; and

WHEREAS, the CDC's information on the use of cloth face coverings to prevent the spread of COVID-19 includes the following:

1. Studies have shown that wearing a cloth face covering can prevent the spread of COVID-19.
2. Cloth face coverings are most likely to reduce the spread of COVID-19 when they are widely used by most people in public settings.

3. Cloth face coverings should not be worn by children under the age of 2 years old or by anyone who has trouble breathing, or is unconscious, incapacitated, or otherwise unable to remove their own face covering without assistance.; and

WHEREAS, the CDC Director Robert Redfield on Wednesday, September 16, 2020 reaffirmed the importance of wearing masks, noting that while a facial covering may not offer total protection it is guaranteed to offer at least some protection and that “we have clear scientific evidence they (facial coverings) work”; and

WHEREAS, effective August 1, 2020, the State of Wisconsin Emergency Order #1 relating to preventing the spread of COVID-19 by requiring face coverings in certain situations was issued by the Office of the Governor and was scheduled to expire on September 28, 2020; and

WHEREAS, effective September 22, 2020, the State of Wisconsin Emergency Order #1 relating to preventing the spread of COVID-19 by requiring face coverings in certain situations was issued by the Office of the Governor and was scheduled to expire on November 21, 2020; and

WHEREAS, effective November 20, 2020, the State of Wisconsin Emergency Order #1 relating to preventing the spread of COVID-19 by requiring face coverings in certain situations was issued by the Office of the Governor and was scheduled to expire on January 19, 2021; and

WHEREAS, State of Wisconsin Emergency Order #1 relating to preventing the spread of COVID-19 by requiring face coverings in certain situations issued by the Office of the Governor on January 19, 2021, was overturned by the Wisconsin State Legislature; and

WHEREAS, over the past several weeks, the Wisconsin State Legislature and Governor have gone back and forth with measures at the state level related to the statewide mask mandate and other COVID provisions. The statewide mask mandate is currently in effect, the Governor having issued a new emergency declaration and mask mandate within hours of the Wisconsin State Legislature overturning the previous emergency declaration and mask mandate on February 4, 2021; and

WHEREAS, it is essential to use all available tools as is reasonable and necessary to minimize the transmission of COVID-19; and

WHEREAS, Winnebago County has an interest in protecting the public health, safety, and welfare of all people in Winnebago County from the continued spread of COVID-19 throughout the community; and

WHEREAS, COVID-19 is not only a threat to our public health but also to our economy; and

WHEREAS, the widespread use of face coverings will slow the spread of COVID-19, allowing Wisconsin's economy to move forward by making sure businesses can stay open and create job opportunities; and

WHEREAS, requiring face coverings to be worn by any person in a public place within Winnebago County directly serves that interest by avoiding and/or reducing the further spread of COVID-19 and minimizing the strain on healthcare resources while simultaneously enabling the continuation of essential services, businesses, and social and commercial life during the state of emergency; and

WHEREAS, based upon information and input from federal, state, and local public health officials Winnebago County hereby determines that a face covering requirement is necessary to protect persons within Winnebago County; and

WHEREAS, Winnebago County intends to seek voluntary compliance from all individuals concerning the wearing of face coverings, but may impose civil penalties where voluntary compliance is not followed; and

WHEREAS, without measures to slow the spread of COVID-19, Winnebago County will suffer from more unnecessary illness, vulnerability from an overwhelmed health care system, and insecurity from an unstable economy; and

WHEREAS, the average number of hospitalized COVID-19 patients per day in our region is 43 for the past 28 days (January 14 – February 11); and

WHEREAS, pursuant to Wis. Stat. § 252.03, the local health officer: (i) shall take all measures necessary to prevent, suppress and control communicable diseases; (ii) may do what is reasonable and necessary for the prevention and suppression of disease; and (iii) may forbid public gatherings when deemed necessary to control outbreaks or epidemics; and

WHEREAS, the Local Health Officer deems the issuance of this Order and the measures described herein to be reasonable and necessary to prevent, suppress and control the spread of COVID-19 in Winnebago County; and

WHEREAS, pursuant to Wis. Admin. Code ch. DHS 145.06(6) the local health officer has authority to “direct persons who own or supervise real or physical property..., which present a threat of transmission of any communicable disease...to do what is reasonable and necessary to abate the threat of transmission”; and

NOW THEREFORE, I, Douglas Gieryn, Local Health Officer for the Winnebago County Health Department, by the authority vested in me by the Laws of the State, including but not limited to Wis. Stat. Section 252.03, Wis. Stat. Section 66, DHS 145.05 and DHS 145.06, Wis. Admin. Code, and Winnebago County General Code 11.08 and 25.04, order the following:

(1) **FACE COVERINGS REQUIRED.** Every individual, age five and older, under Winnebago County Health Department jurisdiction shall wear a face covering if both of the following apply:

- (a) The individual is indoors or in an enclosed space, other than at a private residence; and
- (b) Another person or persons who are not members of individual's household or living unit are present in the same room or enclosed space.

Face coverings are strongly recommended in all other settings, including outdoors when it is not possible to maintain physical distancing.

(2) DEFINITIONS.

(a) "Face covering" means a piece of cloth or other material that is worn to covers a person's nose and mouth completely. A "face covering" includes but is not limited to a bandana, a cloth face mask, a disposable or paper mask, a neck gaiter, or a religious face covering. A "face covering" does not include face shields, mesh masks, masks with holes or openings, or masks with vents.

(b) "Enclosed Space" means a confined space open to the public where individuals congregate, including but not limited to outdoor bars, outdoor restaurants, taxis, public transit, ride-share vehicles, and outdoor park structures, but does not include any private residence.

(c) "Physical distancing" means maintaining at least six feet of distance from other individuals who are not members of your household or living unit.

(3) EXCEPTIONS:

(a) Temporary Removal of Face Covering Authorized.

Individuals may temporarily remove their face covering under the following circumstances:

1. While eating or drinking.
2. When communicating with an individual who is deaf or hard of hearing and communication cannot be achieved through other means.
3. While obtaining a service that requires the temporary removal of the face covering, such as dental services.
4. While sleeping.
5. While swimming or on duty as a lifeguard
6. While a single individual is giving a religious, political, media, educational, artistic, cultural, musical, or theatrical presentation for an audience, the single speaker may remove the face covering when actively speaking. While the face covering is removed, the speaker must remain at least 6 feet away from all other individuals at all times.
7. When engaging in work where wearing a face covering would create a risk to the individual, as determined by government safety guidelines.
8. When necessary to confirm the individual's identity including when entering a bank, credit union, or other financial institution.
9. When federal or state law or regulations prohibit wearing a face covering.

(b) Exemptions.

In accordance with [CDC guidance](#), the following individuals are exempt from the Face Covering requirement:

1. Children between the ages of 2 and 5 are encouraged to wear a mask when physical distancing is not possible, but it is not required. The CDC does not recommend masks for children under the age of 2.
2. Individuals who have trouble breathing.
3. Individuals who are unconscious, incapacitated or otherwise unable to remove the face covering without assistance.
4. Individuals with medical conditions, intellectual or developmental disabilities, mental health conditions or sensory sensitivities that prevent the individual from wearing a Face Covering.
5. Incarcerated individuals; these individuals may be required to wear a face covering pursuant to local law enforcement protocols.

(c) State Facilities or Offices under the control of the Wisconsin State Legislature or the Wisconsin Supreme Court. The Wisconsin State Legislature or the Wisconsin Supreme Court may establish guidelines for face coverings that are consistent with the specific needs of their respective branches of government.

(4) **PRESERVATION OF MEDICAL SUPPLIES.** To conserve limited supplies of N95 masks and other medical-grade supplies, individuals are discouraged from using such supplies as face coverings.

(5) **AUTHORITY:** The authority for this Order is Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., DHS 145.05 and 145.06, Wis. Admin. Code, and Winnebago County General Code 11.08 and 25.04, which are incorporated herein by reference as if fully set forth at length.

(6) **ENFORCEMENT:**

(a) Written Order: When a violation of this Order is encountered, the Winnebago County Health Officer or his/her designees may issue a written order to the violator in accordance with DHS 145.05 and 145.06, Wis. Admin. Code. This Order shall specify the following:

1. The nature of the violation and the steps needed to abate and/or correct the violation.
2. The time period in which the violation must be corrected and/or abated (usually 1 to 5 days or 10 to 30 days depending on the nature of the violation).
3. The penalty or penalties the violator will be subject to if the apparent violation is not abated and/or corrected within the given time period.

(b) Exceptions to Written Order: In cases where a violation poses an immediate human health threat as determined by the Winnebago County Health Officer or his/her designee, or in the case of repeated occurrences of the same violation by the same persons, actions specified in Paragraph 7, Violations and Penalties, below may be initiated immediately in accordance with Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., DHS 145.06, Wis. Admin. Code, and Winnebago County General Code 11.08 and 25.04.

(7) VIOLATIONS AND PENALTIES:

(a) Any person who violates or obstructs this Order of the Winnebago County Health Officer is subject to the following:

1. The issuance of a citation pursuant to Winnebago County General Code 11.08 and 25.04, §66.0113, Wis. Stats, and §252.25, Wis. Stats. A citation hereunder may be issued by the Winnebago County Health Officer or Winnebago County Health Department jurisdiction law enforcement officers. Any citation arising from enforcement on this Ordinance will utilize the Uniform Citation form set forth in §66.0113, Wis Stats., (See Appendix E, B, and A).
2. A minimum forfeiture of \$100 to a maximum forfeiture of \$500 for each violation together with the costs of prosecution. (See Section 11.08 and 25.04 of the General Code of Winnebago County and §252.25, Wis. Stats.)
3. The issuance of a summons and complaint, and entry of a civil judgment for a forfeiture and injunctive (temporary and/or permanent) relief.
4. Suspension of any license or permit issued by the Winnebago County Health Department.

(b) A separate offense shall be deemed committed each day during or on which a violation occurs or continues.

(c) Proceeding under any other ordinance or law relating to the same or any other matter shall not preclude enforcement under this Order.

(8) **DURATION:** This General Order is advisory only until reviewed and reaffirmed or revised and affirmed by a majority of the Winnebago County Board of Supervisors at its next regularly-scheduled meeting date or within 14 days, whichever is earlier. This General Order is in place only at such time as the State mandate is overturned and/or expires without replacement and is in effect for a maximum duration of 60 days unless otherwise authorized by the County Board but no later than June 30, 2021. Unless specifically and/or explicitly repealed, superseded, or otherwise invalidated by action of the United States Congress, State of Wisconsin, or other entity, this Order shall be superseded only by legislation at least as restrictive as this order and only for the duration of the superseding legislation but shall not be repealed and shall automatically become reactivated upon termination of the superseding legislation without further action of the Winnebago County Board of Supervisors being required.



Douglas Gieryn
Health Officer, Winnebago County

02/16/2021
Date

1 121-022021

2 **RESOLUTION: Commendation for Linda Staffaroni**
3

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

5
6 **WHEREAS**, Linda Staffaroni was employed with the Winnebago County Corporation Counsel Department
7 for the past thirty years, and during that time was a most conscientious and devoted County employee; and
8

9 **WHEREAS**, Linda Staffaroni unexpectedly passed away on December 6, 2020.

10
11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation is hereby extended in memory of Linda Staffaroni for her years of dedicated public
13 service to Winnebago County.

14
15
16 Respectfully submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18
19 Committee Vote: **3-0**

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

21
22
23 Approved by the Winnebago County Executive this _____ day of _____, 2021

24
25
26 _____
27 Mark L Harris
Winnebago County Executive

1 122-022021

2 **RESOLUTION: Commendation for Chuck Kuhrt**

3

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

5

6 **WHEREAS**, Chuck Kuhrt has been employed with the Winnebago County Facilities and Property
7 Management Department for the past twenty years, and during that time has been a most conscientious and devoted
8 County employee; and

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

11

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

15

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

18

Respectfully submitted by:

19

PERSONNEL AND FINANCE COMMITTEE

20

21 Committee Vote: **3-0**

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

23

24

25 Approved by the Winnebago County Executive this _____ day of _____, 2021

26

27

Mark L Harris

Winnebago County Executive

28

29

1 123-022021

2 **RESOLUTION: Commendation for Jody Brown**

3

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

5

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

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

10

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

14

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

17

Respectfully submitted by:

18

PERSONNEL AND FINANCE COMMITTEE

19

20 Committee Vote: **3-0**

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

22

23

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

25

26

27

28

Mark L Harris
Winnebago County Executive

1 124-022021

2 **RESOLUTION: Disallow Claim of Damages from Auto-Owners Insurance for Dane Construction**
3 **LLC Vehicle caused by an accident with Highway Department Vehicles.**
4

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

6
7 **WHEREAS**, your Personnel and Finance Committee has had the claim of Auto-Owners Insurance for its
8 insured Dane Construction LLC referred to it for review; and

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

11
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
13 of Auto-Owners Insurance for its insured Dane Construction LLC, filed with the County Clerk on December 18, 2020,
14 is hereby disallowed since there is no basis for liability on the part of Winnebago County.
15

16 Submitted by:

17 **PERSONNEL AND FINANCE COMMITTEE**

18 Committee Vote: **3-0**

19 Vote Required for Passage: **Majority of Those Present**
20

21 Approved by the Winnebago County Executive this ____ day of _____, 2020.
22

23 _____
24 Mark L Harris
25 Winnebago County Executive

SUSAN T. ERTMER
County Clerk



Winnebago County
Office of the County Clerk

The Wave of the Future

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

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

NOTICE OF CLAIM

DATE: December 18, 2020
TO: Doug Petraszak, Tracy Rosenthal and Joan Lowe
FROM: Sue Ertmer
RE: Claim from Auto-Owners Insurance for Dane Construction, LLC

Claim for damages to one of their vehicles caused by an accident with a Highway Department vehicle. The claim will be presented to the county board at their January 19, 2021 meeting.

attachments

Auto-Owners **INSURANCE**

LIFE • HOME • CAR • BUSINESS

APPLETON CLAIMS BRANCH
PO BOX 207
APPLETON, WI 54912-0207
p. 920.993.8550 | f. 920.993.0720
appleton.clm@aoins.com

December 14, 2020

WINNEBAGO COUNTY HIGHWAY DEPT.
PO BOX 2808
112 OTTER AVE.
OSHKOSH WI 54903-2808

FILED

DEC 17 2020

WINNEBAGO COUNTY
CLERKS OFFICE
WINNEBAGO, WI

RE: Claim Number: 300-0476936-2020
 Insured: Dane Construction Llc
 Date of Loss: December 8, 2020
 Insurer: Owners Insurance Company
 Policy Number: 50-366343-00

Dear Winnebago County Clerk:

Our investigation of this loss convinces us you are responsible and liable for the damage sustained by our insured. As their insurance carrier, we have expended the sum of \$6720.22. Our insured's deductible is \$500.00. We are requesting payment from you in the amount of \$7,220.22.

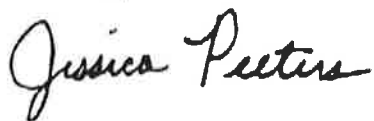
We presume you carry insurance for your protection, and we trust you have filed a report with your insurance company. If you advise us of the name of your insurance company, we will handle this matter directly with them.

If you are not insured, please send us your check or money order for the total amount to the address below and include the claim number. If you are not able to pay in full, please contact me to arrange a payment plan.

Owners Insurance Company
Subrogation Department
PO Box 30660
Lansing, MI 48909

Please provide your reply or remittance on or before January 8, 2021. Otherwise, we shall send this file to our attorney with instructions to proceed to enforce our subrogated rights. Your cooperation will allow us to arrive at an amicable conclusion.

Sincerely,

A handwritten signature in black ink that reads "Jessica Peeters". The script is fluid and cursive, with the first name "Jessica" and last name "Peeters" clearly legible.

Jessica Peeters
(920) 993-8550 x54024
peeters.jessica@aoins.com

Enclosure(s)

Date: 12/ 8/2020 04:19 PM
 Estimate ID: L20-11332
 Estimate Version: 0
 Committed
 Profile ID: * DIANE

DMK ADJUSTING

P.O. Box 844, Oshkosh, WI 54903
 (920) 517-1628
 Fax: (920) 385-0735
 Email: lucas@dmkadjusting.com

Damage Assessed By: King Diane
 Classification: None

Condition Code: Good
 Date of Loss: 12/ 8/2020
 Contact Date: 12/ 8/2020
 Payer: Insurance
 File Number: L20-11332
 Claim Number: 300-0476936-2020-IV1

Type of Loss: Collision

Deductible: 500.00

Insured: Dane Construction

Mitchell Service: 911296

Description: 2017 Ram Pickup 2500 Big Horn
 Body Style: 4D PkUpCrw 6' Bed 149" WB
 VIN: 3C6UR5DL1HG686380
 Mileage: 133,992
 OEM/ALT: A
 Color: Black

Vehicle Production Date: 1/17
 Drive Train: 6.7L Turbo Inj 6 Cyl Dsl 4WD
 License: EA6647 WI

Search Code: B858676

Options: PASSENGER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING, AIR CONDITION
 CRUISE CONTROL, TILT STEERING COLUMN, AM/FM STEREO, DRIVER AIRBAG
 HEATED EXTERIOR MIRROR, FRONT SIDE AIRBAG WITH HEAD PROTECTION
 ANTI-LOCK BRAKE SYS., TRACTION CONTROL, FOG LIGHTS, ALUM/ALLOY WHEELS
 TIRE INFLATION/PRESSURE MONITOR, AUXILIARY INPUT
 BLUETOOTH WIRELESS CONNECTIVITY, SATELLITE RADIO, TOW HITCH RECEIVER
 CHROME WHEELS, POWER ADJUSTABLE EXTERIOR MIRROR, 4WD OR AWD, PRIVACY GLASS
 TRIP COMPUTER, FIRST ROW SPLIT BENCH SEAT, 4 WHEEL DRIVE, SIDE AIRBAGS
 AUTOMATIC HEADLIGHTS, SECOND ROW SIDE AIRBAG WITH HEAD PROTECTION, MP3 PLAYER
 ELECTRONIC STABILITY CONTROL, KEYLESS ENTRY SYSTEM, LIMITED SLIP DIFFERENTIAL
 REAR BENCH SEAT

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount	Labor Units
1	100955	BDY	REMOVE/REPLACE	Inform Label Emission Information	ORDER FROM DEALER	d1.70	0.1*
2	101824	BDY	OVERHAUL	Frt Bumper Assy			1.2 #
3	105140	BDY	REMOVE/REPLACE	Frt Bumper Face Bar	68260085AA	849.00	INC #
4	AUTO	BDY	REMOVE/REPLACE	Frt Add w/Fog Lamps			0.4
5	AUTO	BDY	REMOVE/REPLACE	Frt Add w/Parking Sensor			0.6
6	100967	BDY	REMOVE/REPLACE	R Frt Upr Bumper Filler Panel	** QUAL REPL PART	71.00	INC #
7	AUTO	REF	REFINISH	R Frt Upr Bumper Filler			C 0.6
8	103574	BDY	REMOVE/INSTALL	Frt Bumper Air Dam	Existing		INC r
9	104536	BDY	REMOVE/REPLACE	Grille	5SW231X8AA	907.00	INC #
10	103585	BDY	REMOVE/REPLACE	R Frt Combination Lamp	** QRP Certified	294.00	INC #
11	AUTO	BDY	CHECK/ADJUST	Headlamps			0.4
12	102517	BDY	REMOVE/INSTALL	R Frt Fog Lamp			INC #
13	102519	BDY	REMOVE/INSTALL	L Frt Fog Lamp			INC #
14	102929	BDY	REMOVE/REPLACE	Hood Panel (Alum)	68160234AD	834.00	1.0
15	AUTO	REF	REFINISH	Hood Outside			C 3.2
16	AUTO	REF	REFINISH	Add For Hood Underside			C 1.6
17	103271	BDY	REMOVE/INSTALL	Hood Insulator	Existing		INC r

ESTIMATE RECALL NUMBER: 12/08/2020 16:18:48 L20-11332

Mitchell Data Version: OEM: NOV_20_V

MAPP:NOV_20_V

Software Version: 7.1.239

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Page 1 of 4

					Profile ID: * DIANE		
18	104920	BDY	REMOVE/REPLACE	Hood Latch	4589543AA	81.35	INC #
19	AUTO	BDY	REMOVE/INSTALL	Grille Assy			INC #
20	105664	BDY	REMOVE/REPLACE	Frt Hood Seal	68078126AF	40.60	INC
21	104981	BDY	REMOVE/REPLACE	Cooling Radiator Support	68217752AB	1,200.00	6.4 #
22	105652	BDY	REMOVE/REPLACE	Cooling Radiator	** QUAL REPL PART	492.00	INC
23	103892	BDY	REMOVE/REPLACE	R Cooling Radiator Seal	ORDER FROM DEALER	24.35	
24	936003		ADD'L COST	Coolant		30.00 *	
25	104182	MCH	REMOVE/REPLACE	A/C Condenser	-M	** QUAL REPL PART	219.00
26	AUTO	BDY	REMOVE/INSTALL	Frt Bumper Assy			INC #
27	AUTO	MCH	REMOVE/REPLACE	Evacuate & Recharge A/C	-M		INC #
28	936012		ADD'L COST	Hazardous Waste Disposal		3.00 *	1.4
29	936014		ADD'L COST	Flex Additive		8.00 *	
30	AUTO	REF	ADD'L OPR	Clear Coat			2.0
31	900500	BDY *	REMOVE/INSTALL	License Brkt	Existing		0.2* r
32	933005	BDY	ADD'L OPR	Restore Corrosion Protection		10.00 *	0.3*
33	933018	REF	ADD'L OPR	Mask For Overspray			0.3*
34	AUTO		ADD'L COST	Paint/Materials		310.80 *	

6	** CH1047113	71.00
10	** CH2503242C	294.00
22	** RAD13490	492.00
25	** CND4537	219.00

Page 2 of 4

II. Additional Costs				Amount	IV. Adjustments		Amount
Taxable Costs				351.80	Insurance Deductible		500.00.
Sales Tax	@	5.000%		17.59	Customer Responsibility		500.00.
Total Additional Costs				369.39			
Paint Material Method: Rates							
Init Rate = 42.00 , Init Max Hours = 99.9, Addl Rate = 0.00							
					I.	Total Labor:	1,334.13
					II.	Total Replacement Parts:	5,054.70
					III.	Total Additional Costs:	369.39
						Gross Total:	6,758.22
					IV.	Total Adjustments:	500.00.
						Net Total:	6,258.22

Page 3 of 4

Date: 12/ 8/2020 04:19 PM
Estimate ID: L20-11332
Estimate Version: 0
Committed
Profile ID: * DIANE

assure accuracy, cost effectiveness, and that accepted industry repair standards are met. You will be contacted within 1 business day from the receipt of this appraisal if any questions arise.

ESTIMATE RECALL NUMBER: 12/08/2020 16:18:46 L20-11332

Mitchell Data Version: OEM: NOV_20_V

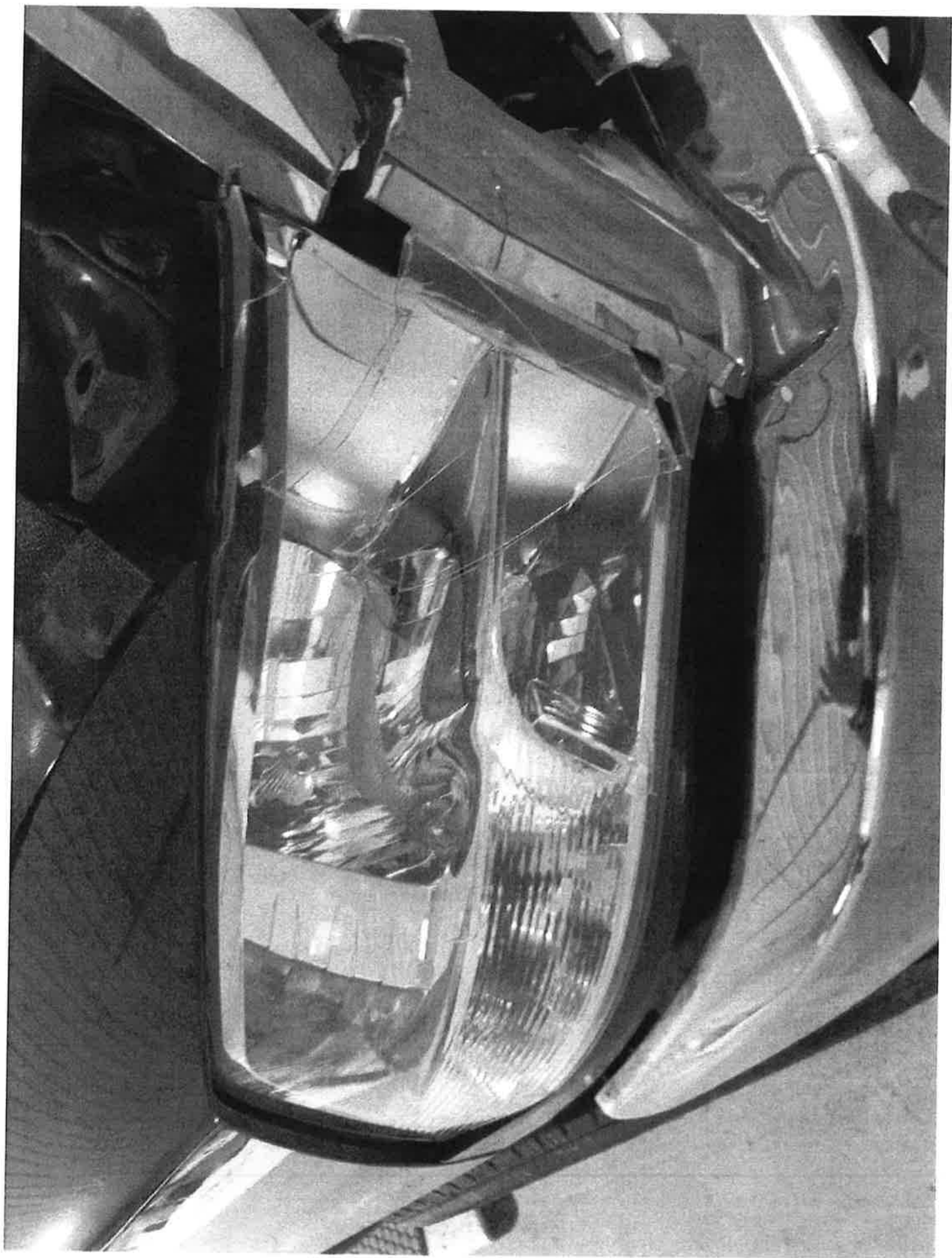
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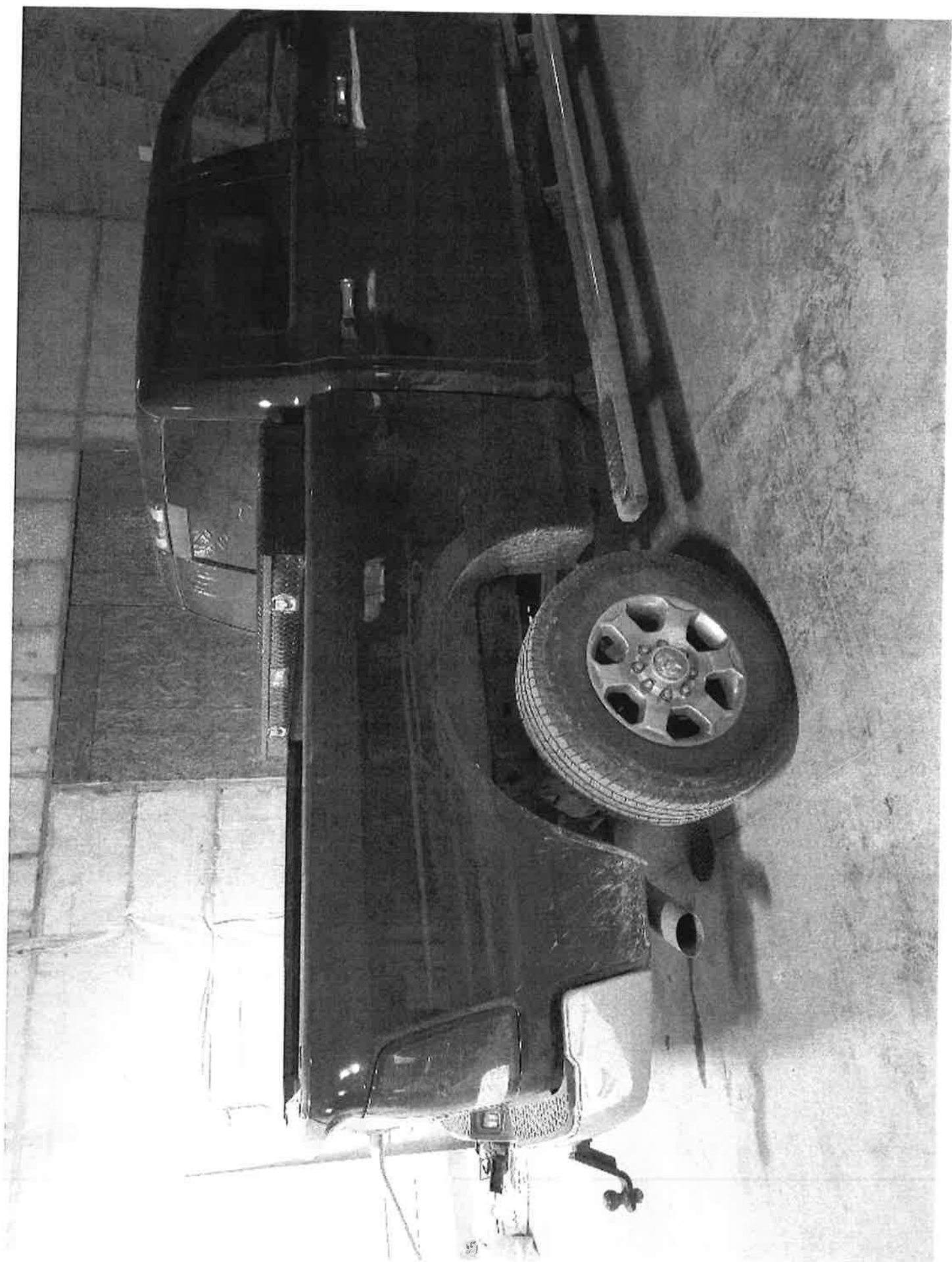
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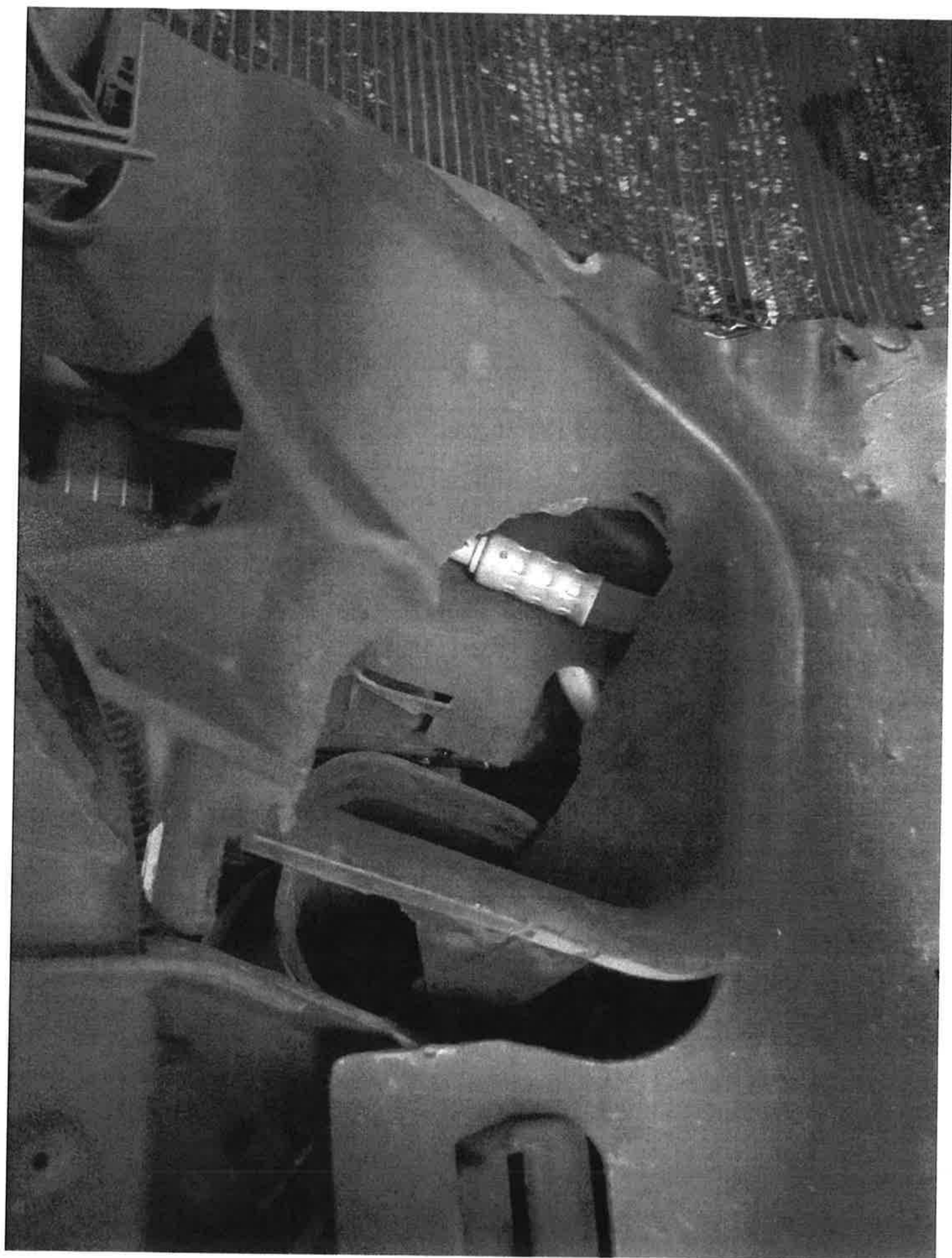
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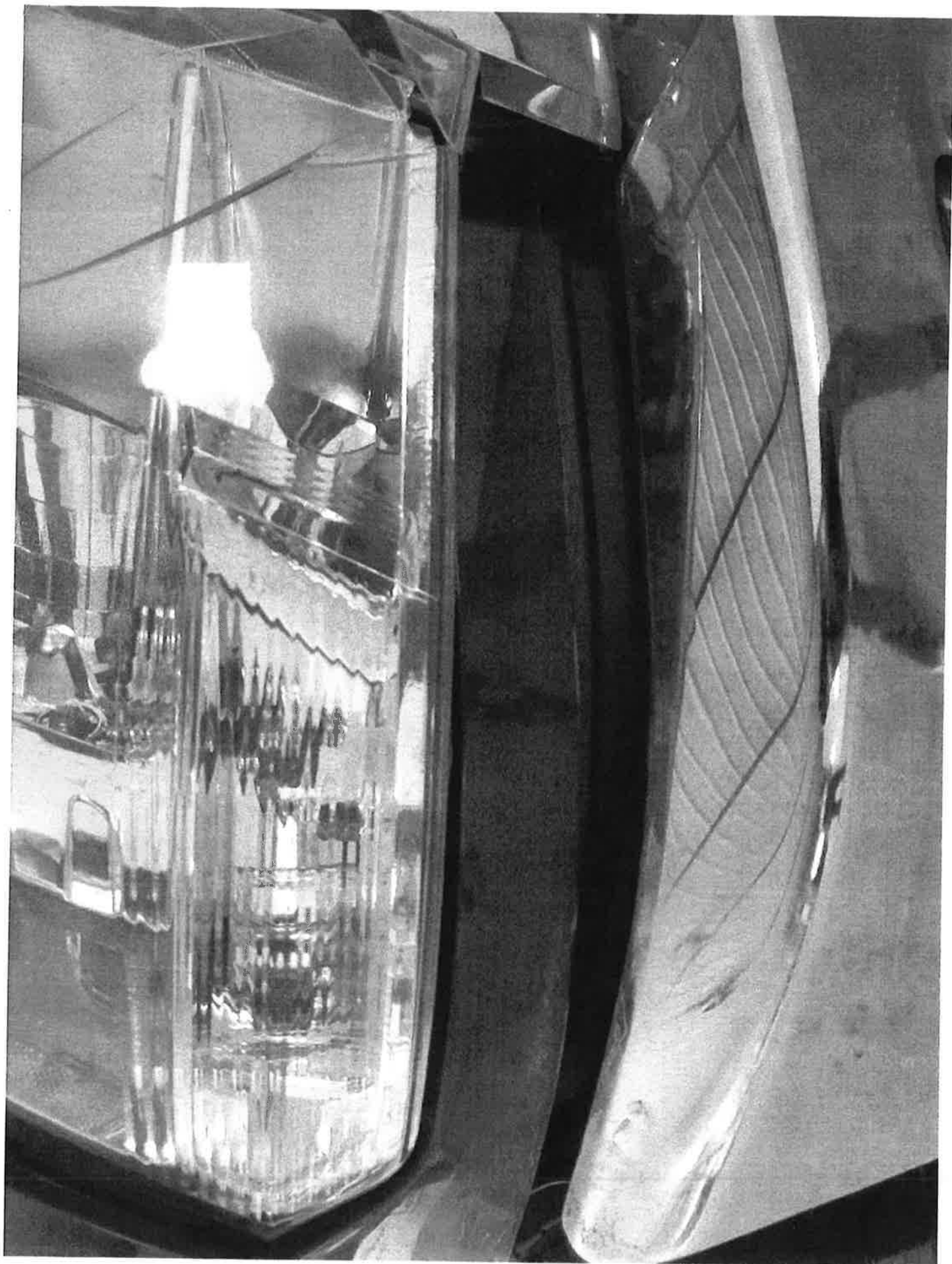












HSU - Office No. (920)236-7400
HSU - Fax No. (920)236-7407

**WINNEBAGO
COUNTY JAIL**
4311 Jackson St.,
Oshkosh, WI 54901



Fax

To: Jessica Peeters From: Health Services Unit Jamie Appleton
Fax: 920-993-0720 Pages: 8 10
Phone: 920-993-8880 ext. 3424 Date: 12-11-2020
Re: Claim #300-476-936-2070 CC:

☒ Urgent

☒ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

Claim # 300-416-936-2070

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004405

WISCONSIN MOTOR VEHICLE CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT:
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

2PL0VSX4HB

Document Number Override		Primary Crash Document #		Agency Crash Number 20-004405		Investigating Officer/Deputy OFFICER ADAM KURCZEK	
Crash Date 12/08/2020		Crash Time 07:35 AM		Date Arrived 12/08/2020		Time Arrived 07:01 AM	
Date Notified 12/08/2020		Time Notified 07:41 AM		Total Units 03		Total Injured 00	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input checked="" type="checkbox"/> Lane Closure		<input checked="" type="checkbox"/> Work Zone		<input checked="" type="checkbox"/> Trailer or Towed	<input checked="" type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property		<input type="checkbox"/> Active School Zone		School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)				<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description

Diagram		Reconstruction By
		Photos By
		Additional Information NONE

☒ I, a sworn law enforcement officer, agree that I have not added any CJIS data in this report.

01 WAS BACKING UP ON THE SB LANE OF WALTER ST, STRIKING 02 THAT WAS STOPPING IN THE SB LANE. 02 THEN BACKED UP INTO 03, STRIKING THE FRONT END OF 03 TWICE.

Claim #300-476-936-2070

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004405

WISCONSIN MOTOR VEHICLE CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

Location

ON WALTER ST 0.26 MI S OF W SNELL RD IN THE TOWN OF OSHKOSH IN WINNEBAGO COUNTY	Latitude 44.064685868	Longitude -88.570084143
	X Coordinate 374256.21875	Y Coordinate 4880267
	Structure Type NO STRUCTURE	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT		First Harmful Event Location ON ROADWAY	
Manner of Collision 03 - FRONT TO REAR		Light Condition DAYLIGHT	
Road Surface Condition(s) DRY		Roadway Factor(s) NONE	
Environment Factor(s) NONE			
Weather Condition(s) CLOUDY			
Animal Type		Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY		Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land		Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location NON-JUNCTION	Intersection Type NOT AN INTERSECTION	
Closure Type LANE CLOSURE		Reasons for Closure LAW ENFORCEMENT, TOW TRUCK	
Date Initial Lane/Rd Closed 12/08/2020	Time Initial Lane/Rd Closed 07:35 AM		
Date All Lanes Open 12/08/2020	Time All Lanes Open 08:30 AM	Date Scene Cleared 12/08/2020	Time Scene Cleared 08:31 AM
Work Zone Crash Location ACTIVITY AREA		Work Zone Crash Type WORK ON SHOULDER OR MEDIAN	
Workers Present YES		Law Enforcement Present NO	
Work Zone Speed Limit 25	Advisory/Regulatory Speed Limit REGULATORY	Normal Posted Speed Limit 25	

Unit Summary

01 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type STRAIGHT TRUCK (INSERT TRUCK)		Operating As Endorsement			
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	NO					

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

Truck Bus or HazMat			
01 UNIT	Vehicle		
	License Plate Number 99947	Plate Type MUN - MUNICIPAL	St WI
	Country of Issuance UNITED STATES	Vehicle Identification Number 1HTWHADT95J038724	Make INTERMECCANICA
	Year 2005	Model 7000	Color ONG - ORANGE
	Body Style ST - STAKE TRUCK	Bus Use	Initial Contact Point 06 - REAR
	Vehicle Damage 06 - REAR, 07 - LEFT REAR CORNER		Extent Of Damage FUNCTIONAL DAMAGE
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR
	What Driver Was Doing BACKING		Vehicle Factors NOT APPLICABLE
	Driver Prior Action Other		Driver Actions LOOKED BUT DID NOT SEE
	Owner Name WINNEBAGO CO HIGHWAY DEPT (920) 232-1700		Owner Address 901 W CO ROAD Y OSHKOSH, WI 54903 , US
01 UNIT	Event MOTOR VEH IN TRANSPORT		
	Event		
	Event		
	Event		
	Event		
01 UNIT	Insurance Company COUNTY MUTUAL		
	Government WINNEBAGO CO		
	Driver JOSEPH T WASHBURN (920) 232-1700		
	Citations Issued 0	Sex MALE	Date of Birth 11/26/1966
	Race WHITE	Address 317 W 11TH AVE OSHKOSH, WI 54902 , US	
Driver License Number W2164986842800 STATE: WISCONSIN COUNTRY: UNITED STATES		On Duty Crash	
Safety Equipment SHOULDER & LAP BELT		Row 01 - FRONT ROW	
Seat Position 07 - LEFT		Helmet Use	
Helmet Compliance			

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 238-7300

01 UNIT	Eye Protection		Tint Compliance	
	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED	
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extracted NOT TRAPPED
	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
	Hospital		Date of Death	Time of Death
	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
	Distracted By Action NOT DISTRACTED			
	Striking Unit #		Location	
	Prior Action			
	Action			
	Action Other			To/From School
	Suspected Alcohol Use NO		Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results
	Drug Type			
Individual Condition APPEARED NORMAL				

Unit Summary

02 UNIT	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type TRUCK	
	Vehicle Type UTILITY TRUCK/PICKUP TRUCK		Operating As Endorsements			
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 1	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash/Tire Mark	Speed Limit 25	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat TRUCK OR TRUCK COMBINATION > 10,000LBS GVWR/GCWR					

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

02 UNIT	Vehicle				
	License Plate Number EA6647		Plate Type LTK - LIGHT TRUCK	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 3C6UR5DL1HG666380		Make DODGE	Year 2017	Model RAM
	Color BLK - BLACK		Body Style PK - PICKUP		Bus Use
	Initial Contact Point 12 - FRONT		Vehicle Damage		
	Extent Of Damage DISABLING DAMAGE		01 - RIGHT FRONT CORNER, 11 - LEFT FRONT CORNER, 12 - FRONT		
	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE		Vehicle Removed By EXPERT		
	What Driver Was Doing SLOW/STOPPING		Vehicle Factors		
	Driver Prior Action Other		NOT APPLICABLE		
	Driver Actions LOOKED BUT DID NOT SEE				
02 UNIT	Owner Name KEVIN K JAENKE (920) 279-0891		Owner Address 3444 W 9TH AVE OSHKOSH, WI 54904 , US		
02 UNIT	Event MOTOR VEH IN TRANSPORT				
	Event				
	Event				
	Event				
02 UNIT	Insurance Company AUTO-OWNERS-INS-CO		Individual KEVIN JAENKE		
02 UNIT	Trailer Plate #	Plate Type	Make	State	Country of Issuance
			UNK		
	Unit Type TRUCK	Individual KEVIN K JAENKE (920) 279-0891			Address 3444 W 9TH AVE OSHKOSH, WI 54904 , US
02 UNIT	Vehicle Identification Number				
02 UNIT	Driver KEVIN K JAENKE (920) 279-0891		Citations Issued 0		Sex MALE
			Date of Birth 09/07/1983		Race WHITE
	Address 3444 W 9TH AVE OSHKOSH, WI 54904 , US		Driver License Number J6206116332709		
			STATE: WISCONSIN COUNTRY: UNITED STATES		

**WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 238-7300**

Crash Date	12/08/2020
Crash Time	07:35 AM

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WISCONSIN MOTOR VEHICLE CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

<input type="checkbox"/> OS/OW Load	WI Permit Number	<input type="checkbox"/> Permitted Vehicle On Permitted Route	<input type="checkbox"/> Escort Vehicle Required By Permit	<input type="checkbox"/> Escort Vehicle Present
Measured Height	Measured Length	Measured Width	Measured Weight	

Unit Summary

03 UNIT	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE			Operating As Endorsements	
	Total Occs 2	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel SOUTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 25	Total Lanes 2
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO
	Surface Type CONCRETE		Road Curvature STRAIGHT		Road Grade LEVEL
	Truck Bus or HazMat NO				

03 UNIT	License Plate Number 393MT8		Plate Type AUT - AUTOMOBILE	ST WI	Country of Issuance UNITED STATES
	Vehicle Identification Number 1GKKVPKDXFJ221342		Make GENERAL MOTORS COR	Year 2015	Model ACADIA
	Color BLK - BLACK		Body Style SP - SPECIAL DESIGN VEHICLE		Bus Use
	Initial Contact Point 12 - FRONT		Vehicle Damage		
	Extent Of Damage FUNCTIONAL DAMAGE		01 - RIGHT FRONT CORNER, 11 - LEFT FRONT CORNER, 12 - FRONT		
	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR		
	What Driver Was Doing SLOW/STOPPING		Vehicle Factors		
	Driver Prior Action Other		NOT APPLICABLE		
	Driver Actions NO CONTRIBUTING ACTION				
03 UNIT	Owner Name JAMIE L APPLETON (920) 312-3780		Owner Address 3022 BROOKS RD OSHKOSH, WI 54904 , US		
	Event MOTOR VEH IN TRANSPORT				
	Event				
	Event				
	Event				

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WISCONSIN MOTOR VEHICLE CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

UNIT	Insurance Company STATE-FARM-GENERAL-INS-CO		Individual JAMIE APPLETON	
	Driver JAMIE L APPLETON (820) 312-3780		Citations Issued 0	Sex FEMALE
UNIT	Address 3022 BROOKS RD OSHKOSH, WI 54904 , US		Date of Birth 09/16/1984	Race WHITE
	Driver License Number A1434328483605 STATE: WISCONSIN COUNTRY: UNITED STATES			
03	On Duty Crash		Safety Equipment	
	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT	
UNIT	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
03	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED	
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED	
UNIT	Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #
	Hospital		Date of Death	Time of Death
03	Distracted By Source NOT APPLICABLE (NOT DISTRACTED)			
	Distracted By Action NOT DISTRACTED			
UNIT	Striking Unit #		Location	
	Prior Action			
03	Action			
	Action Other			
03	Suspected Alcohol Use NO		Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type	Alcohol Test Results	
03	Drug Test Given TEST NOT GIVEN	Drug Test Type	Drug Test Results	
	Drug Type			

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WISCONSIN MOTOR VEHICLE
CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 236-7300

03 UNIT INDIVIDUAL	Individual Condition APPEARED NORMAL			
	Passenger MADISON L JOHANNES (920) 312-3780		Citations Issued 0	Sex FEMALE
	Address 3022 BROOKS RD OSHKOSH, WI 54904 , US		Date of Birth 05/11/2011	Race WHITE
			Driver License Number	
	On Duty Crash		Safety Equipment	
	Row 02 - SECOND ROW	Seat Position 09 - RIGHT	BOOSTER SEAT	
	Helmet Use		Helmet Compliance	
	Eye Protection		Tint Compliance	
	Injury Severity NO APPARENT INJURY		Airbag NON DEPLOYED	
	Ejected NOT EJECTED		Ejection Path NOT EJECTED/NOT APPLICABLE	Trapped/Extricated NOT TRAPPED
Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death	
Distracted By Source				
Distracted By Action				
Striking Unit #		Location		
Prior Action				
Action				
Action Other		To/From School		
Suspected Alcohol Use NO		Suspected Drug Use NO		
Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results	
Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results	
Drug Type				

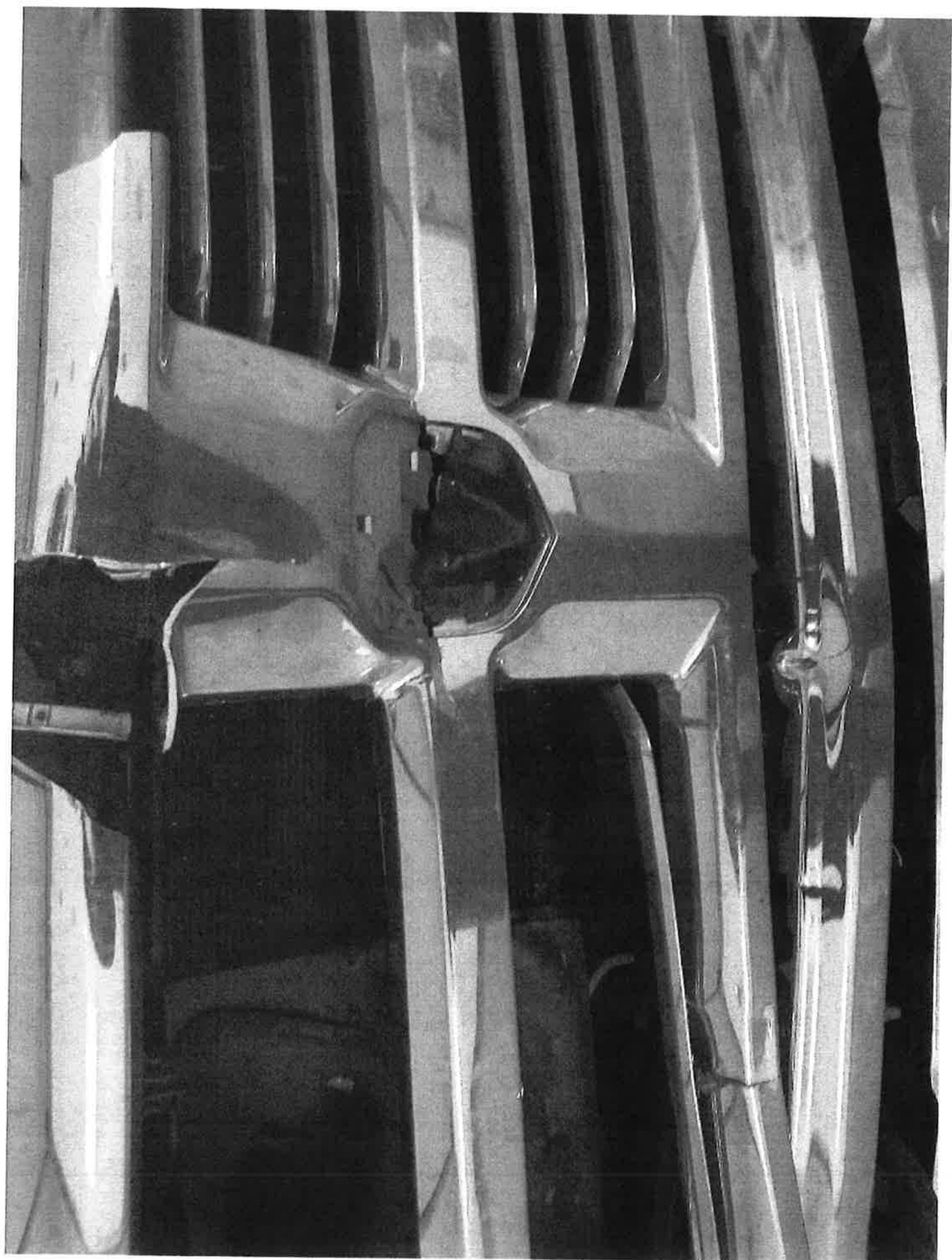
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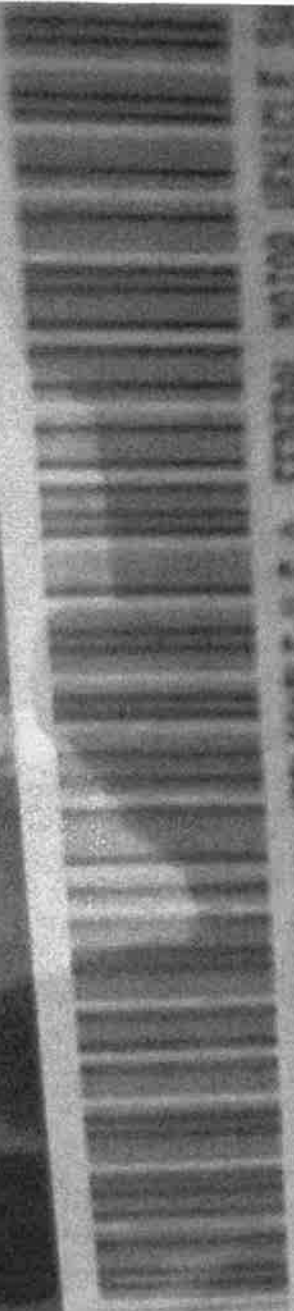
WISCONSIN MOTOR VEHICLE
CRASH REPORT

WINNEBAGO COUNTY SHERIFFS DEPT
4311 JACKSON STREET
OSHKOSH, WI 54903
(920) 238-7300

Individual Condition

APPEARED NORMAL





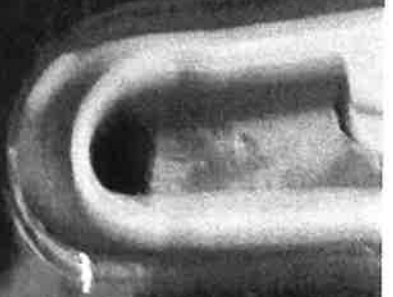
4535 KG 10000 LB
 1275 76R15E T102
 415 DR 1 50 PSI C11
 1275 76R15E T102
 550 DR 1 50 PSI C11

THIS VEHICLE CONFORMS TO ALL APPLICABLE U.S.A. FEDERAL MOTOR VEHICLE SAFETY STANDARDS IN EFFECT ON THE DATE OF MANUFACTURE SHOWN ABOVE.

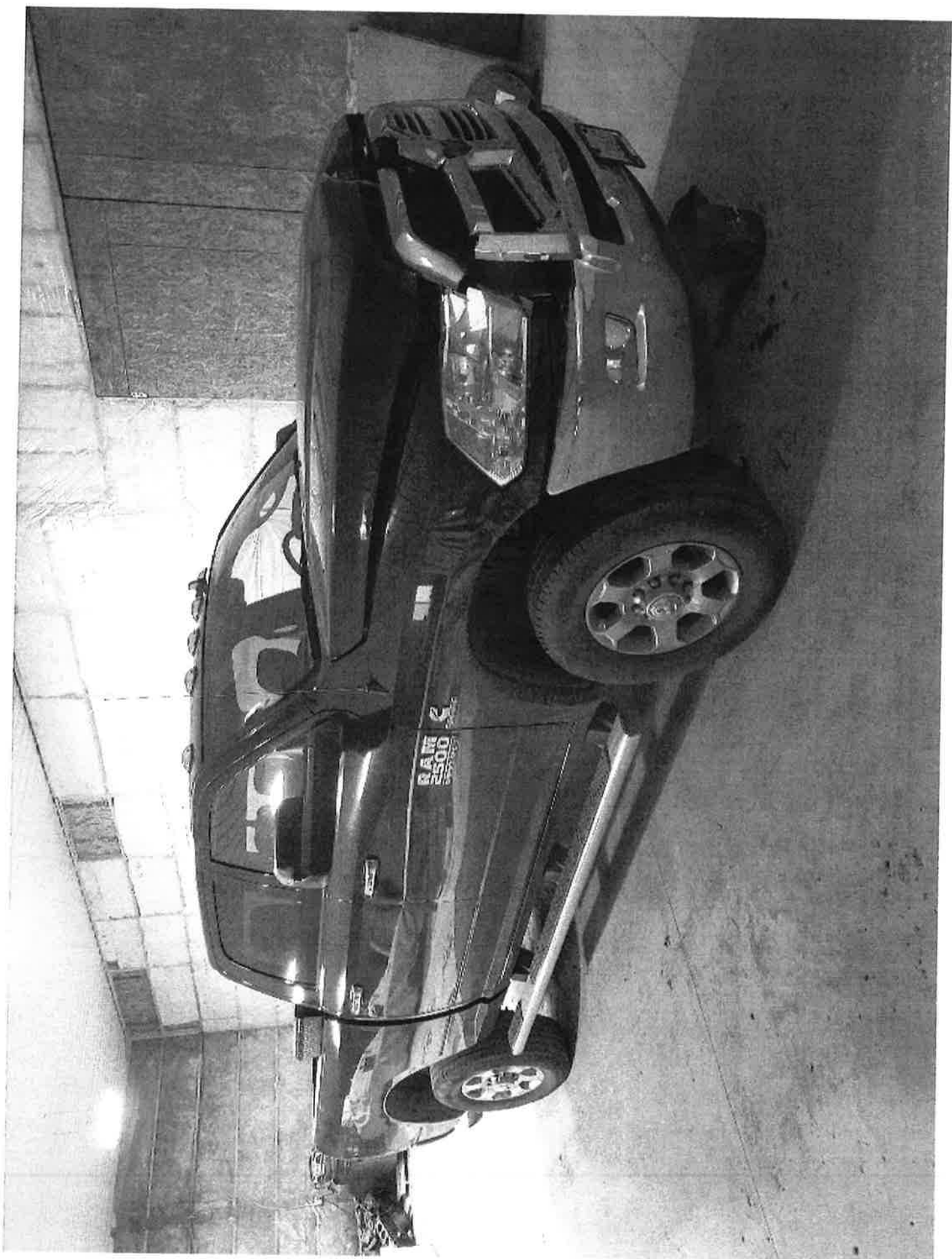
VIN: 3C5U95DL1H686369 TYPE: TRUCK
 VEHICLE MADE IN MEXICO POINT: PDR

MM: 04/20/09

TRUCK



FCA US LLC		VEHICLE EMISSION CONTROL INFORMATION	
300 N. LAKE AVENUE, CHRYSLER GROUP LLC, CHRYSLER GROUP LLC		CHRYSLER GROUP LLC, CHRYSLER GROUP LLC	
THIS VEHICLE IS EQUIPPED BY CHRYSLER GROUP LLC FOR FUEL INJECTION			
NO ADJUSTMENTS REQUIRED	ENGINE: 3.6L V6	EMISSIONS: 150g CO2/mi	VEHICLE IDENTIFICATION NUMBER: 1C3CXXG47JG000000
47480 909AA			







From: Peeters, Jessica
Sent: Thursday, December 10, 2020 1:35 PM
To: Appleton.Clm
Subject: FW: [EXTERNAL] Re: Claim 300-0476936-2020

Jessica Peeters AIC

BRANCH CLAIMS REPRESENTATIVE
APPLETON, WI
p: 800.795.7134 ext. 54024
hours: 7:30 a.m. to 4:00 p.m. CST

From: Kevin Jaenke [mailto:jaenke4@yahoo.com]
Sent: Thursday, December 10, 2020 12:07 PM
To: Peeters, Jessica <Peeters.Jessica@aoins.com>
Subject: [EXTERNAL] Re: Claim 300-0476936-2020

Thank You,
Kevin Jaenke, Owner
Dane Construction, LLC

On Thursday, December 10, 2020, 11:40:00 AM CST, Peeters, Jessica <peeters.jessica@aoins.com> wrote:

Kevin,

Per our telephone conversation, could you please resend the two invoice and also a copy of the title to the truck? You can reply right to this email.

Sincerely,

Jessica Peeters AIC
BRANCH CLAIMS REPRESENTATIVE
APPLETON, WI
p: 800.795.7134 ext. 54024
hours: 7:30 a.m. to 4:00 p.m. CST

9502
 9502
 VINNEBAGO COUNTY SHERIFF REQUEST
 311 JACKSON STR OSHKOSH WI 54901
 Devin Ziemer
 12 Dodge 4500 Century 411 Wrecker
 2/8/2020 @ 8:10 AM

2/8/2020 @ 8:53 AM

2/8/2020 @ 8:53 AM

Devin Jaenke(920-279-0891),
 Masco Appliance Sales & Services, 3260
 Walther St, Oshkosh, WI 54901, USA
 444 W 9th Ave, Oshkosh, WI 54904, USA
 Diesel crew cab

Vehicle Summary

VIN Number: 3C6UR5DL1HG686380
 Model: 2017 Ram Ram Pickup 2500
 License Plate: EA6647 (WI)
 Drivable: No

Summary

	Units/Qty	Price
d Mileage	10	\$5.50
Primary	1	\$250.00
	1	\$75.00
e/Equipment	1	\$60.00
vice Unit	1	\$0.00

Subtotal

Taxes

Grand Total

Credit Card payment (Ref # mobile) of \$462.00

USDOT: 2330526

for loss or damage to vehicle if winched, unlocked, or left unattended, or any other reason

WISCONSIN CERTIFICATE OF TITLE

Vehicle Identification Number 3C6UR5DL1HG686380		Year 2017	Make RAM
Title Number 17271CA19003-5	Issue Date 09/28/2017	Chassis Type TRUK	Odometer Reading 15
Product Number 50417172695	Body Style PICKUP	Color BLACK	Odometer Status ACTUAL
		Fleet No.	Odometer Date 09/26/2017

Titled Owner(s)
DANE CONSTRUCTION LLC
935 LINDEN OAKS DR
OSHKOSH, WI 54904-7414

The person, firm or corporation named on this Title is the lawful owner of the vehicle described, subject to any Security Interest (lien) shown. The order in which the Lien Holders appear on this Title does not necessarily represent their priority. The Wisconsin Department of Transportation will not be responsible for false or fraudulent odometer statements made in the assignment of the Certificate of Title or for errors in reporting mileage, brand disclosures or the history of the vehicle. The department has no actual knowledge about the history of the vehicle and makes no warranty that the title brands or mileage disclosures on prior titles have been carried forward onto this document.

Lien Holder(s)

NONE,

3C6UR6DL1HG686380

Additional Vehicle Detail

SELLER: When the vehicle is sold, complete the ASSIGNMENT OF CERTIFICATE OF TITLE on the top back of this title and deliver the title to the purchaser with the vehicle. You may wish to retain a copy of this title with the purchaser's information and signature as proof of sale for your records.

PURCHASER: Apply for a new title with the Wisconsin Division of Motor Vehicles immediately. To legally operate this vehicle, you are required to register it with the Division of Motor Vehicles.

MAIL ADDRESS:
 Wisconsin Department of Transportation
 PO Box 7949, Madison, WI 53707-7949

T0889 8/2015

17-1-3699382

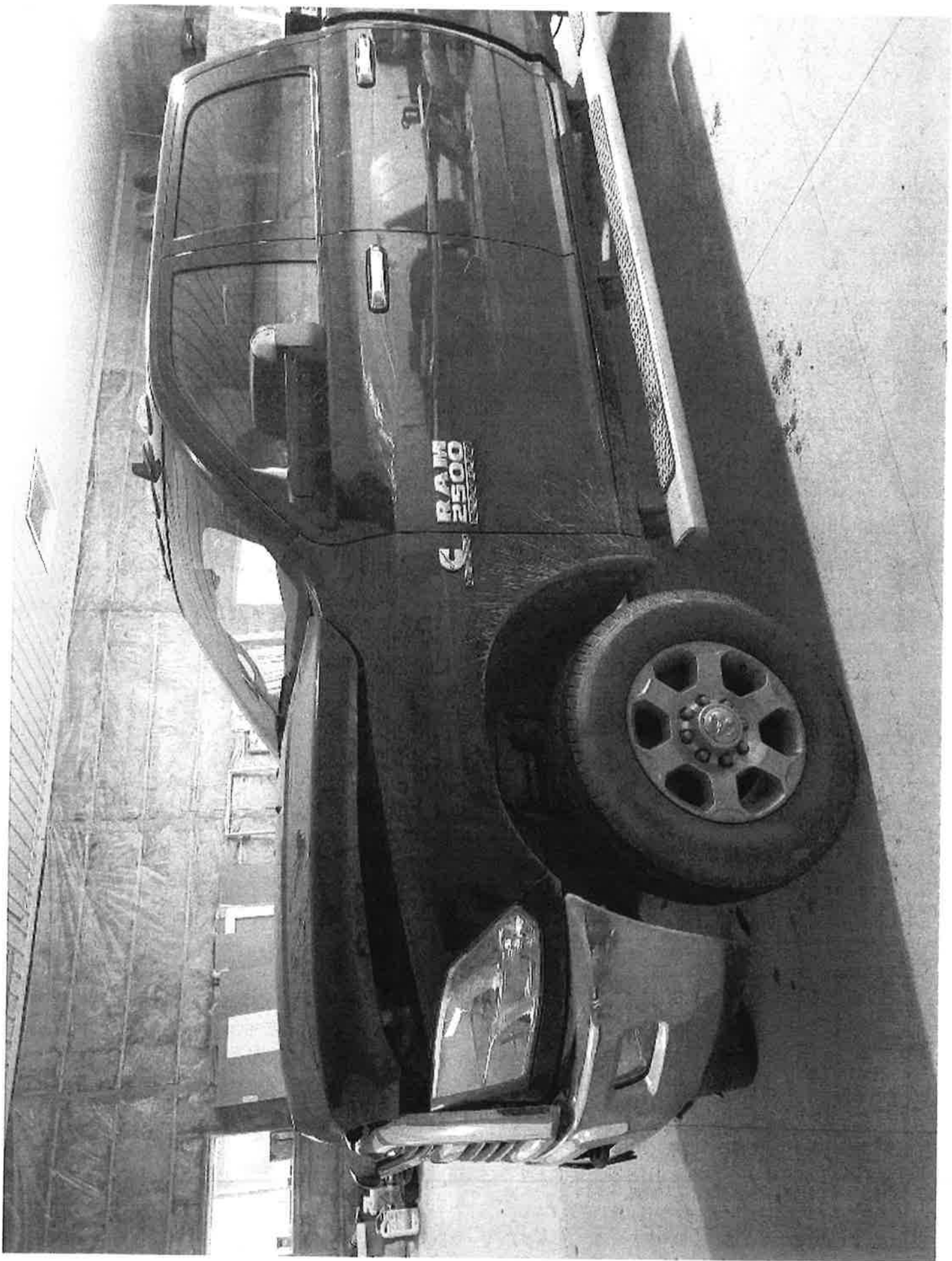
QUESTIONS:
 Contact the Division of Motor Vehicles at:
 414-266-1000, 800-266-1460
 wisconsin.dmv.gov

KEEP IN SAFE PLACE

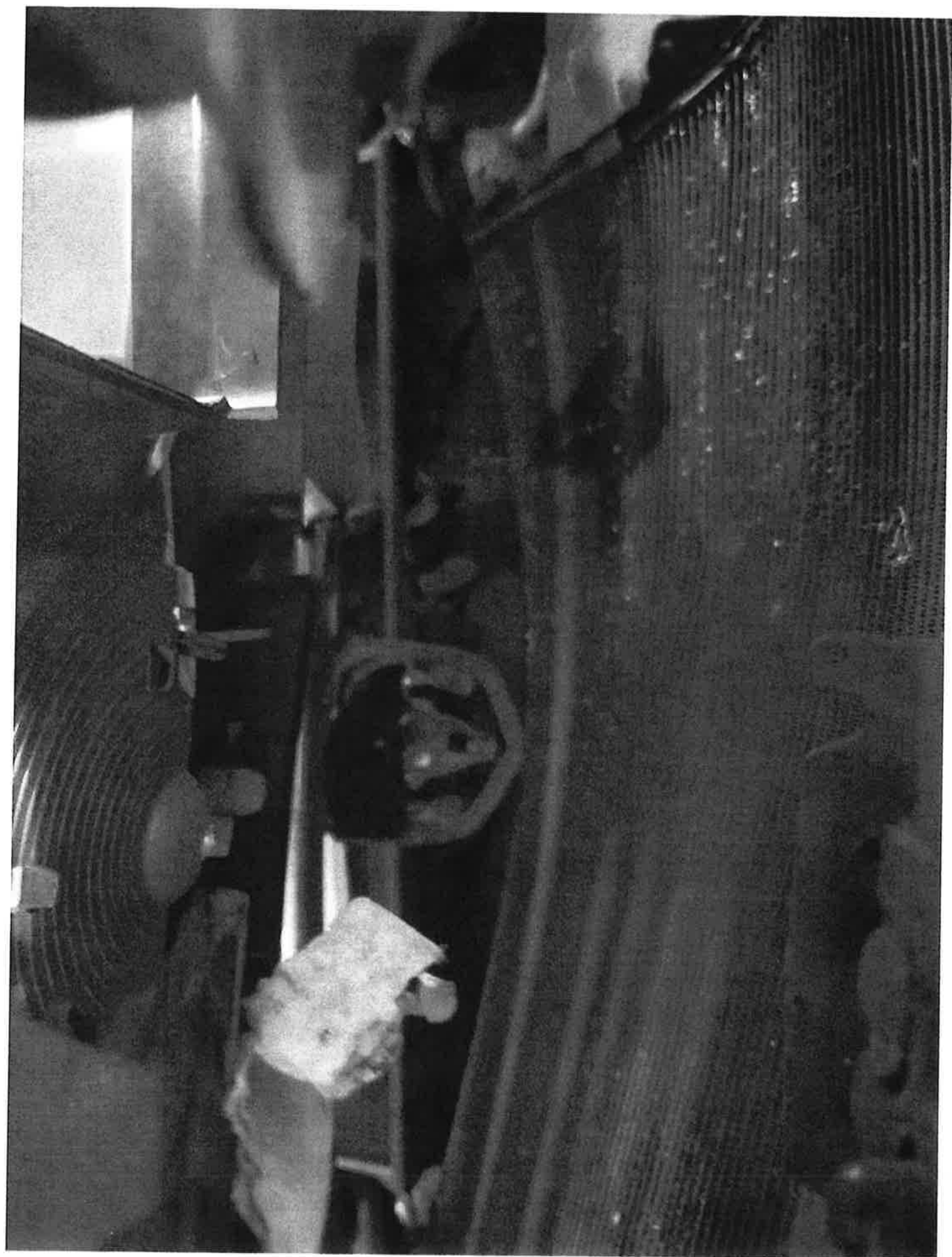
DO NOT KEEP IN VEHICLE

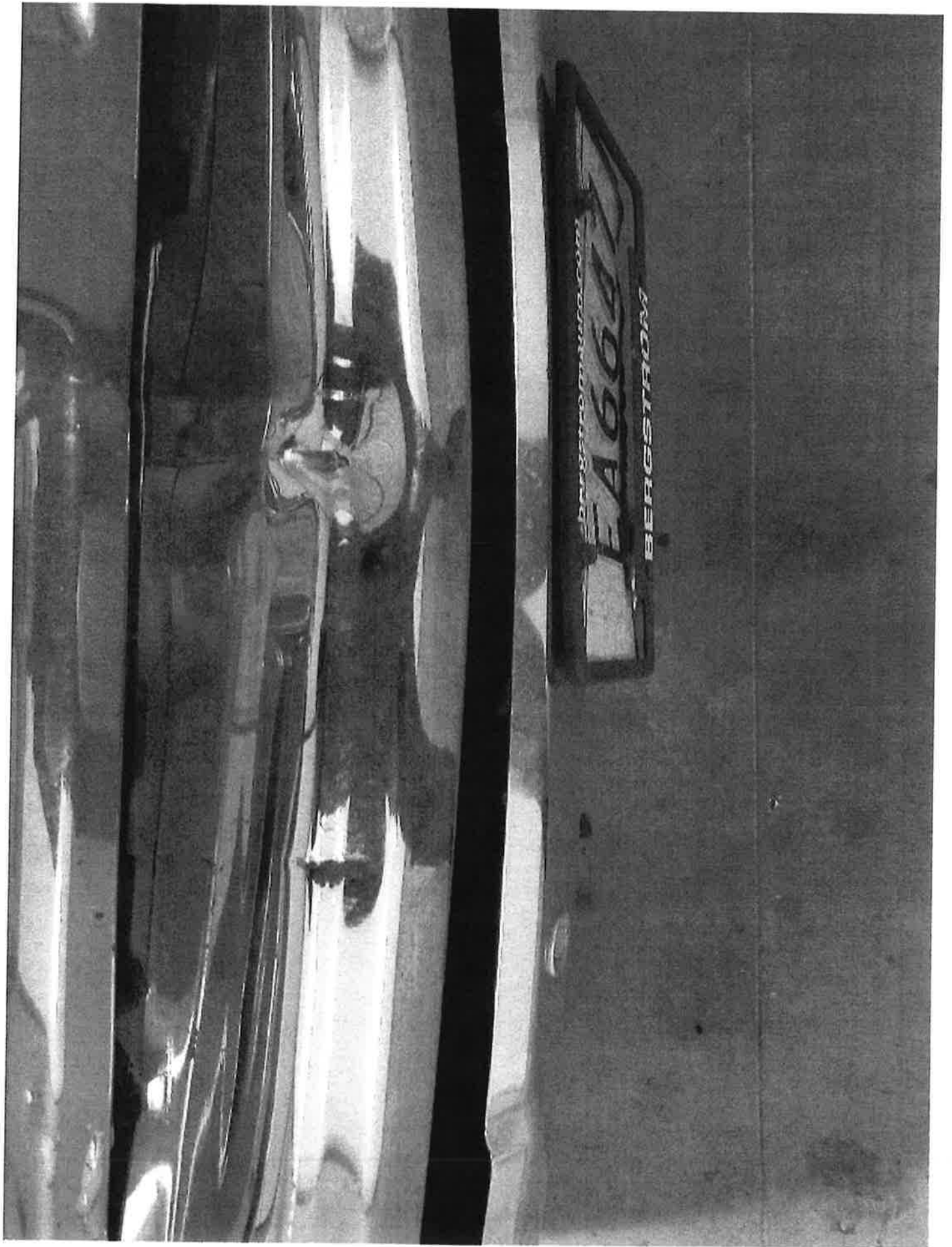
Must be void without watermark. Hold to light to view.

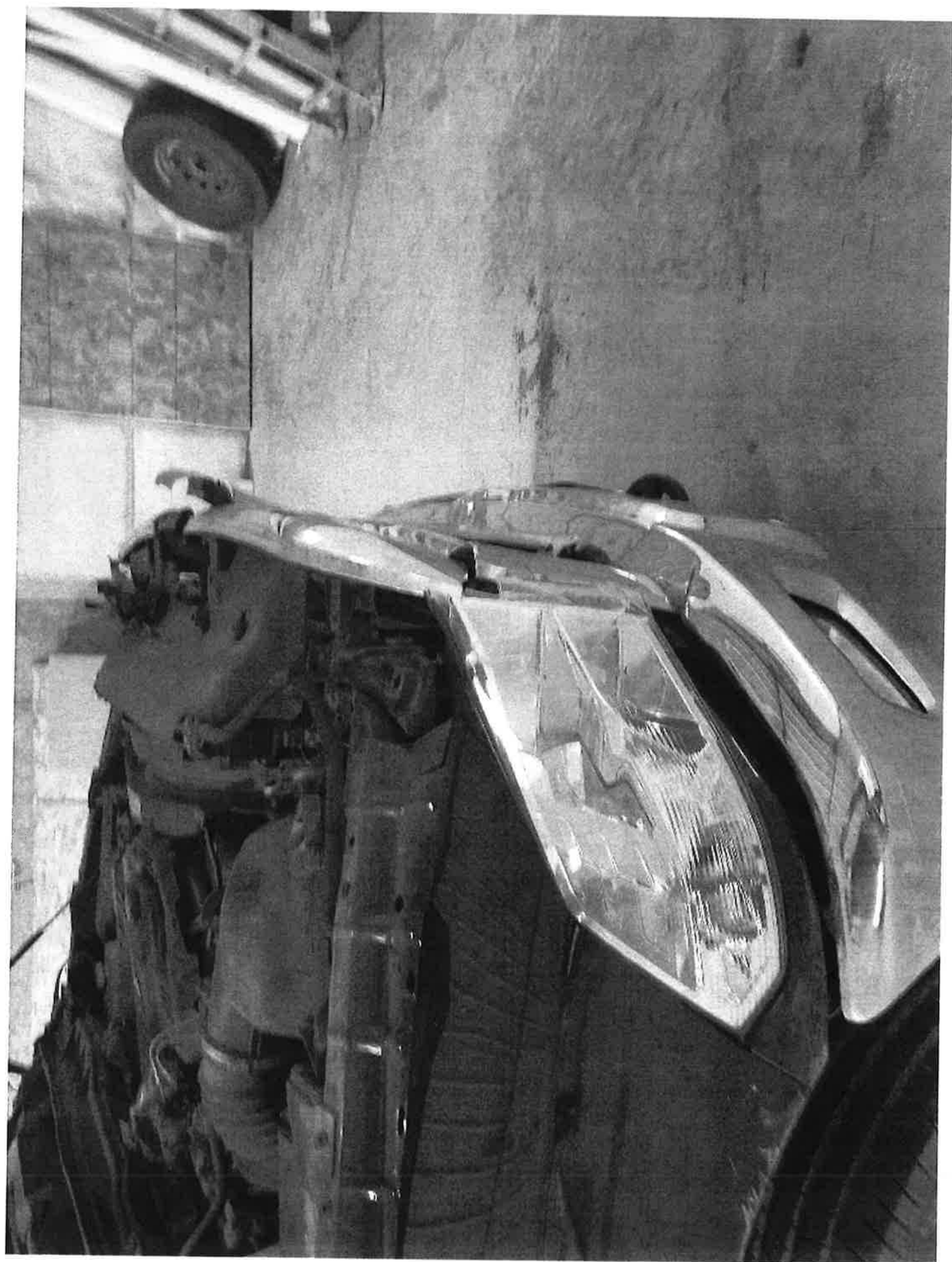
Any alteration, correction, fluid, or erasure voids this title.

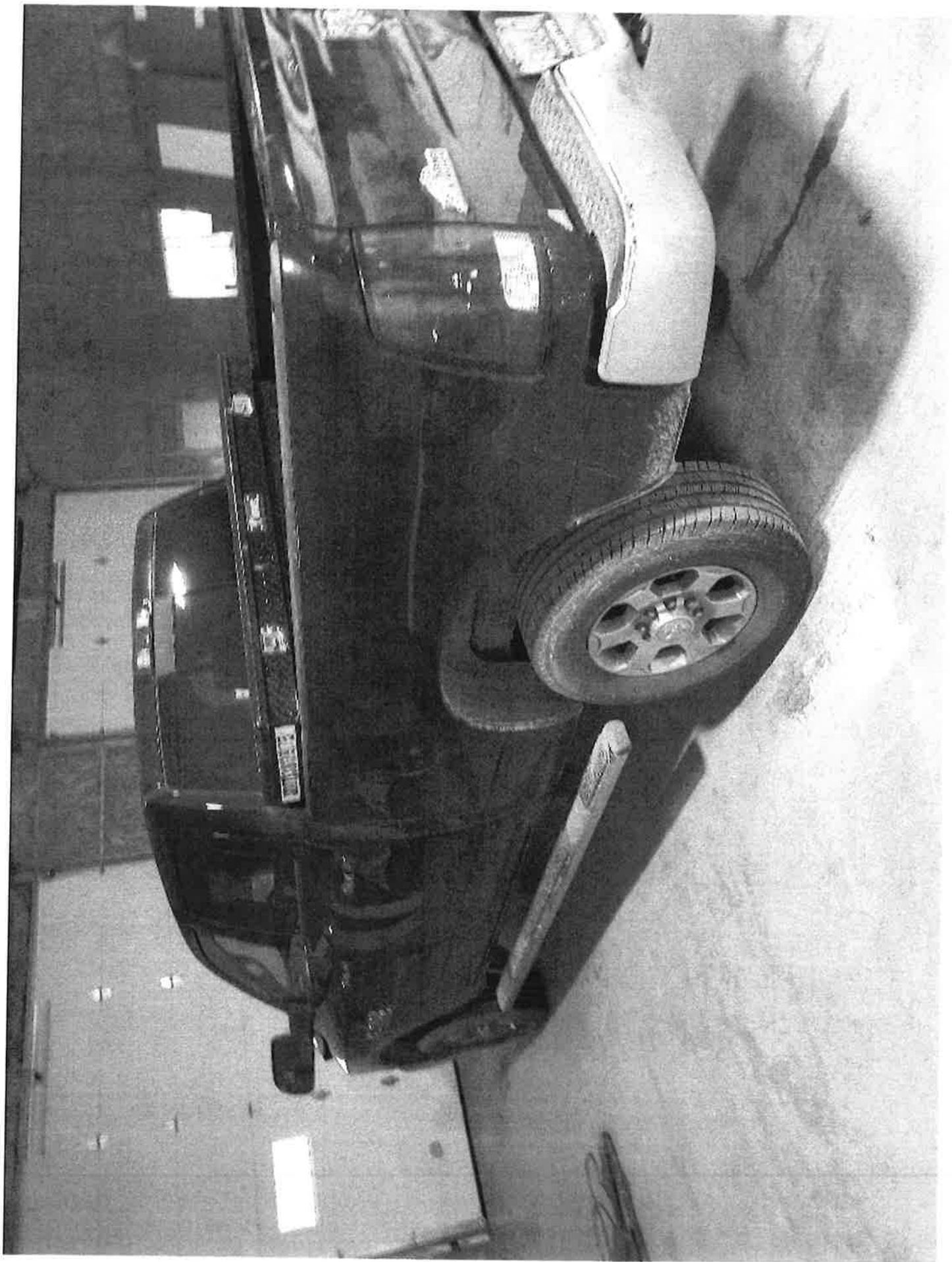


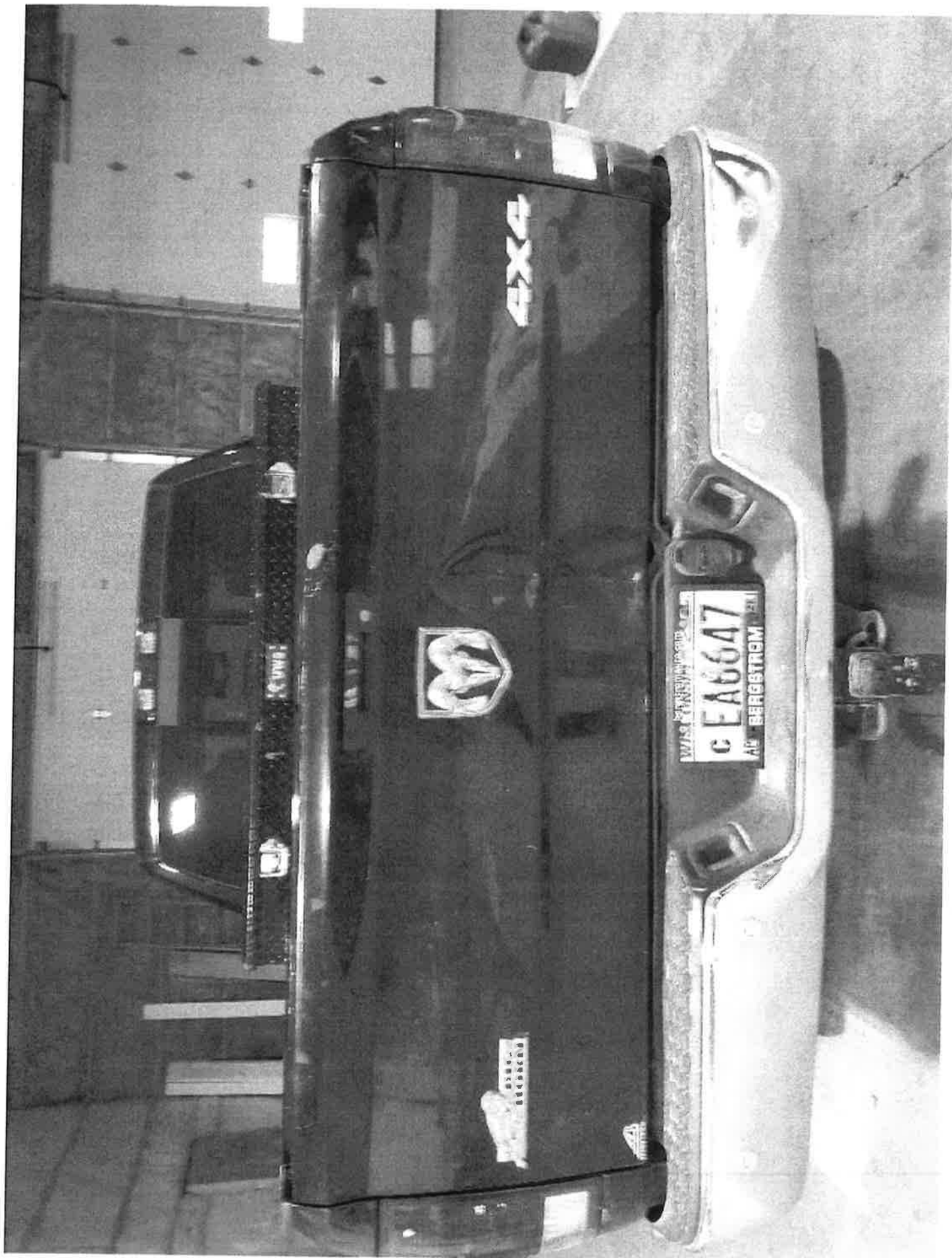


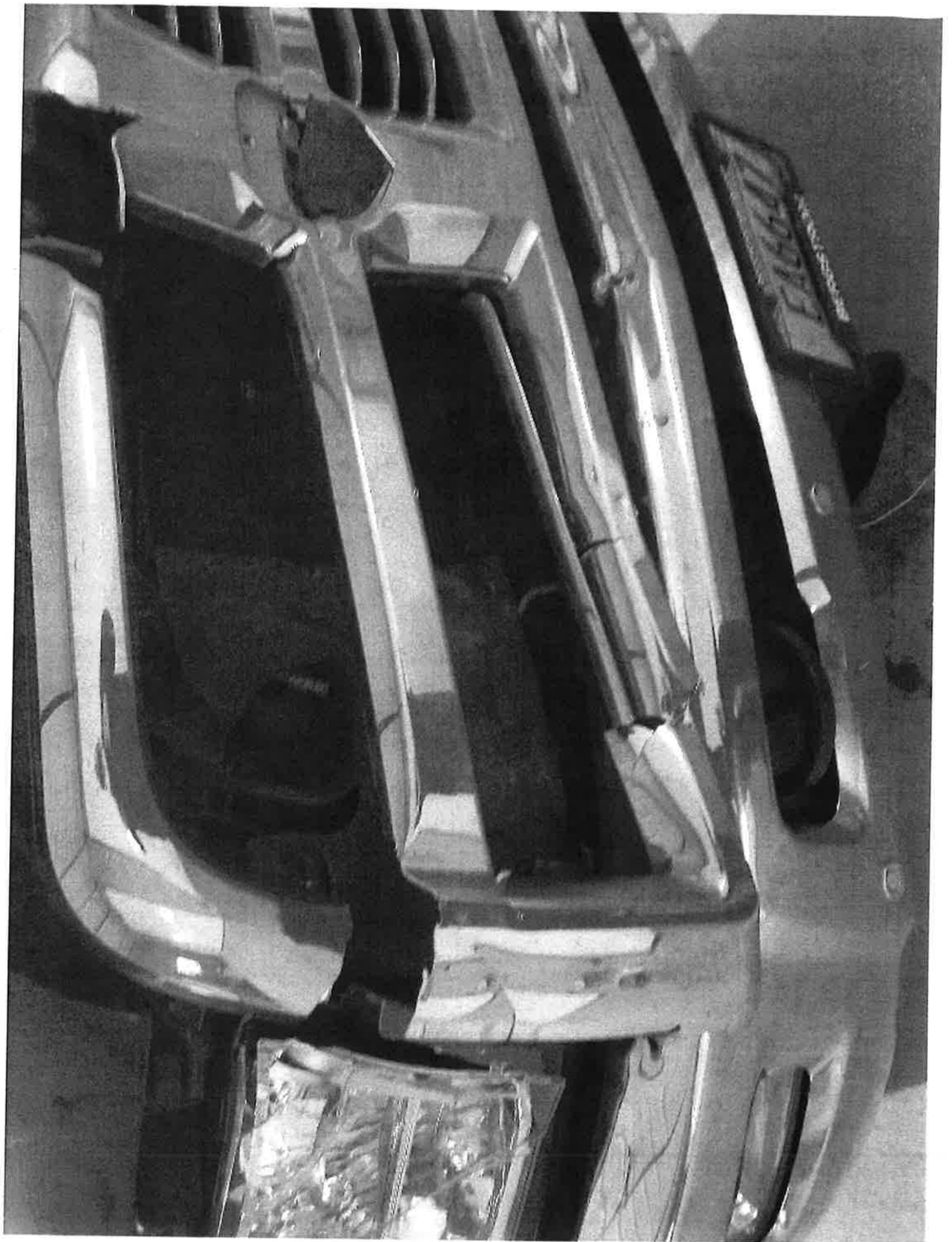












1 **125-022021**

2 RESOLUTION: Disallow Claim of Charles Dickson

3

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

5

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

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Charles Dickson, filed with the County Clerk on December 28, 2020, is hereby disallowed since there is no basis
13 for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **3-0**

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

19

20 Approved by the Winnebago County Executive this _____ day of _____, 2020.

21

22

23 Mark L Harris
24 Winnebago County Executive

SUSAN T. ERTMER
County Clerk



Winnebago County
Office of the County Clerk

The Wave of the Future

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

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

NOTICE OF CLAIM

DATE: December 28, 2020
TO: Doug Petraszak, Tracy Rosenthal and Joan Lowe
FROM: Julie Barthels
RE: Claim from Charles W. Dickson

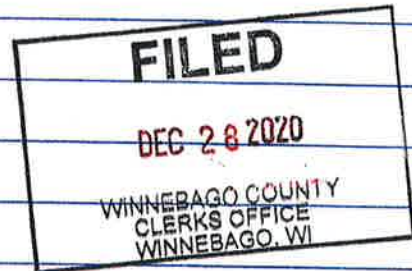
Claim for injuries and damages from Charles W. Dickson, inmate in the Winnebago County Jail, due to COVID-19.

Mr. Long's claim will be presented to the county board at their January 19, 2021 meeting.

attachments

To: Winnebago County Clerk
112 Otter Street
Oshkosh WI 54901

Page 1



From: Charles W. Dickson
Winnebago County Jail
4311 Jackson Street
Oshkosh WI 54901

RE: Notice of Injury and Claim for Damages
pursuant Wis. Stat § 893.80

Date: 12/18/2020

Dear County Clerk:

I hereby serve you with the following
notice of injury and claim for damages pursuant
Wis. Stat § 893.80:

I was booked into the Winnebago County Jail ("wcj")
on 6/6/2020. I went through a 14-day
Covid-19 quarantine segregated from other inmates,
Jail and legal staff. Then after I successfully
passed through quarantine, I was placed in
a Pod with 8 other non-infected inmates for
about 10-12 days. Then around mid-July
2020 I was transferred to D52 bunk 28.

(Page 1 of 3)

All of the inmates were NOT infected with the Covid-19 virus the months of July, August, September and October 2020. Then during the middle of November 2020, Inmate Owens became very sick and left DS2. However he was visably sick for several days before he was removed from DS2. Then the WCS Administrators, Sheriff Matz, Jail Administrator Captain Christie, Lt. Lichtensteiger and Lt Rozek contacted the National Guard and had them test all the inmates in DS2 and staff for Covid-19 on Friday 11-13-2020. I tested negative (see attached) for Covid-19 with my 11-13-2020 test. Then inmate Turner had 102.7°F fever on 11-19-2020 and was removed to a medical cell. I was moved to his empty bunk within hours after he left by Dpty. Hayes. I was not given any proper cleaning materials to clean said bunk. The cleaning solution given was not much more than glass cleaner. I began feeling sick on 11-20-2020 and was moved to a quarantine pod. On 11-21-2020 I became very sick. I lost all taste and smell, I had a fever and chills, body aches a sever headache fatigue, exstreme dizziness, Nausea and diarrhea. During this I was yelled at by Dpty Rockteschel (assisted by Dpty Henrickson) for not getting out of my bunk.

(Page 2 of 3)

On Monday 11-23-2020 the National Guard came back to WCJ and retested all of the inmates and staff. I tested positive for Covid-19 (see attached). I was very sick. I was not allowed to see a doctor and while sick I was verbally abused by Dpty Rockteschel for little more than not being able to walk to my cell door for a food tray.

The aforementioned WCJ Administrators were negligent because they had NO Covid-19 virus preventative measures and/or procedures in place to test the Pod Deputies and WCJ staff for Covid-19 on a weekly basis since the CDC classified (early 2020) the Covid-19 virus as a pandemic. The first time that the WCJ Administrators tested the Pod Deputies and WCJ staff for Covid-19 was on Friday - 11-13-2020, when the WI. National Guard came to the WCJ. The WCJ Deputies brought the Covid-19 virus in with them from the streets to the Pod DS2 and infected the inmates to include me. I am demanding \$50,000 in compensatory damages for pain and suffering and unknown long term effects of having the Covid-19 virus.

Sincerely



Charles Dickson

DS263

EXACT SCIENCES LABORATORIES

PATIENT: Dickson, Charles
MRN: 11212401, DOB: 4/22/1971, Sex: M

Provider Information

Authorizing Provider

Name
Ryan P Westergaard, MD

Order Information

Priority
No Ship

Order Date
Nov 13, 2020

Diagnosis
Contact with and (suspected)
exposure to other viral communicable
diseases

Specimen Information

Type	Source	Specimen ID	Collected	Received	Result Date
Swab	Nasal	48f2721b-23f3- ea11-a816- 001dd80185d1 20V318-009143	11/13/20	11/14/20	11/16/20

COVID-19

Status: **Final result** Visible to patient: **No (inaccessible in MyChart)**Dx: **Contact with and (suspected) exposure...**

Order: 14267181

SARS-CoV-2 (COVID-19)

Ref Range & Units
Negative 11/13/20 11:00 AM
Negative

Result Interpretation

Narrative

SARS-CoV-2 (COVID-19) RNA NOT detected. Negative results do not preclude SARS-CoV-2 (COVID-19) infection and should not be used as the sole basis for treatment or other patient management decisions.

TEST DESCRIPTION: The SARS-CoV-2 (N gene detection) Test is a real-time RT-PCR assay intended for the qualitative detection of nucleic acids from SARS-CoV-2 in respiratory swab specimens. Testing is limited to Exact Sciences Laboratories, certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. section 263a, to perform high complexity tests. Results are for the detection of SARS-CoV-2 RNA.

Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. The agent detected may not be the definite cause of disease.

Laboratories within the United States and its territories are required to report all positive results to the appropriate public health authorities. Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information. This assay is intended for use under the Food and Drug Administration's Emergency Use Authorization.

<https://cdn2.hubspot.net/hubfs/402436/EUA-LDT-SARS-CoV-2-PCR-HCP.pdf>

<https://cdn2.hubspot.net/hubfs/402436/EUA-LDT-SARS-CoV-2-PCR-Patients.pdf>

Specimen Collected: 11/13/20 11:00 AM

Last Resulted: 11/16/20 11:35 PM

 Order Details

Dickson, Charles (MR # 11212401) DOB: 04/22/1971

Printed 11/19/20 3:20 PM

12/8/2020

Patient Name: DICKSON, CHARLES - Patient DOB: 04/22/1971 - Incident ID: 11930757

Tuesday, December 08, 2020

Lab Report

3:31:14 PM



SENDING LAB Exact Sciences Labs - Forward Dr (52D2162828) 650 Forward Dr Madison, WI 53711 (844) 870-8870	
PATIENT CLASS U	
ACCESSION # 341416ed-def2-ea11-a816-001d d80187c1	PLACER ORDER # 14569683
SPECIMEN COLLECTED DATE 11/23/2020 12:57	SPECIMEN RECEIVED DATE 11/24/2020 06:40
SPECIMEN SOURCE SWAB	RESULT
SPECIMEN NOTES Body Site: NASAL	
RELEVANT CLINICAL INFORMATION	REASON FOR STUDY Contact with and (suspected) exposure to other viral communicable diseases
REPORTED 11/24/2020 19:51	RESULTED 11/24/2020 19:47

Order Status: Final
Outbreak / Investigation Numbers: 2020 WINNEBAGO JAIL (JACKSON ST)

PATIENT NAME DICKSON, CHARLES			
PATIENT ID # PI: 341416ed-def2-ea11-a816-001dd80187c1	D.O.B 04/22/1971	AGE 49	GENDER M
ETHNICITY Not Hispanic or Latino		RACE White	
PATIENT ADDRESS 4311 JACKSON STREET OSHKOSH, WI, 54901			
PATIENT PHONE # 920-236-7300		WORK PHONE #	
ORDERING FACILITY WING ? (R) Winnebago - Winnebago County Jail 1840 ? CLIENT 4311 JACKSON STREET OSHKOSH, WI, 54901		REFERRING PHYSICIAN WESTERGAARD, RYAN P (1255423737) 621 Science Dr MADISON, WI, 53711 608-265-8303	

TEST ORDERED: SARS-CoV-2 N gene Resp QI NAA+probe~SARS-COV-2 (COVID-19) ES CLINIC COLLECT KIT OR EXTERNAL KIT

SARS-CoV-2 (COVID-19) RNA detected

TEST DESCRIPTION: The SARS-CoV-2 (N gene detection) Test is a real-time RT-PCR assay intended for the qualitative detection of nucleic acids from SARS-CoV-2 in respiratory swab specimens. Testing is limited to Exact Sciences Laboratories, certified under the Clinical Laboratory Improvement Amendments of 1988 (CLIA), 42 U.S.C. section 263a, to perform high complexity tests.

Results are for the detection of SARS-CoV-2 RNA.

Positive results are indicative of the presence of SARS-CoV-2 RNA; clinical correlation with patient history and other diagnostic information is necessary to determine patient infection status. Positive results do not rule out bacterial infection or co-infection with other viruses. The agent detected may not be the definite cause of disease.

Laboratories within the United States and its territories are required to report all positive results to the appropriate public health authorities.

Negative results do not preclude SARS-CoV-2 infection and should not be used as the sole basis for patient management decisions. Negative results must be combined with clinical observations, patient history, and epidemiological information.

This assay is intended for use under the Food and Drug Administration's Emergency Use Authorization.

<https://cdn2.hubspot.net/hubfs/402436/EUA-LDT-SARS-CoV-2-PCR-HCP.pdf>

<https://cdn2.hubspot.net/hubfs/402436/EUA-LDT-SARS-CoV-2-PCR-Patients.pdf>

RESULT	VALUE	UNITS	REFERENCE RANGES	ABNORMAL	RESULT STATUS
COVID-19					
RESULT	Positive		Negative	Abnormal	Final
INTERPRETATION					
SARS-CoV-2 N					
gene Resp QI	Positive		Negative	Abnormal	Final
NAA+probe					

Performing Organization: EXACT SCIENCES LABORATORIES (CLIA #:52D2162828)

Performing Organization Address: 650 FORWARD DR., MADISON, WI, 53711

126-022021

RESOLUTION: Authorize the Winnebago County Public Health Department to Accept an Epidemiology and Laboratory Capacity Grant from the Wisconsin Department of Health Services in the Amount of \$761,000, and Appropriate the Funds to Program Expenses

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the Winnebago County Public Health Department received an Epidemiology and Laboratory Capacity grant from the Wisconsin Department of Health Services; and

WHEREAS, the Epidemiology and Laboratory Capacity grant will help pay for COVID-19 related expenses to include contact tracing, testing, vaccination and other response functions; and

WHEREAS, the total funds from these other grants exceed the totals included in the 2021 Budget, and at the time the 2021 Budget was prepared, the amounts of these funds were estimated as the amounts were unknown; and

WHEREAS, accepting the additional funding and applying the funds to program expenses would be beneficial to the residents of Winnebago County.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Public Health Department to accept an Epidemiology and Laboratory Capacity grant from the Wisconsin Department of Health Services in the amount of \$761,000, and appropriate the funds to program expenses in order to meet the grant programs' objectives.

Fiscal Impact: No fiscal impact. The additional revenues will cover the program costs.

Respectfully submitted by:

BOARD OF HEALTH

Committee Vote: **8-0**

Respectfully submitted by:

PERSONNEL & FINANCE COMMITTEE

Committee Vote: **3-0**

Vote Required for Passage: **2/3rds of membership**

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Mark L Harris
Winnebago County Executive

127-022021

RESOLUTION: Authorize a Capital Project for the Winnebago County Highway Department to Mill and Pave the Winnebago County Highway Department Parking Lots at the Oshkosh and Winchester Facilities (Phase 2) at a Cost of \$350,000, to be Funded with a Transfer from the Undesignated General Fund Balance

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, the existing pavement of the Winnebago County Highway Department parking lots at the Oshkosh Facility and Winchester Facility has aged to the point where routine maintenance will be ineffective; and

WHEREAS, the parking lots project is broken into two phases to spread the cost over several years; and

WHEREAS, Phase 2 of this project will consist of milling the existing asphalt pavement and installing new asphalt pavement at the Oshkosh facility, installing asphalt pavement that was not completed at the Winchester facility at the doorway entrances, and relocating the stormwater detention area which will allow better access to the building, and

WHEREAS, the Phase 2 project has been scheduled for 2021 in the Highway Department's 2021 - 2025 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a capital project for the Winnebago County Highway Department to mill and pave the Winnebago County Highway Department parking lots at the Oshkosh and Winchester Facilities (phase 2) at a Cost of \$350,000, to be funded with a transfer from the undesignated general fund balance.

Fiscal Impact: The undesignated general fund balance will be decreased by \$350,000.

Respectfully submitted by:

HIGHWAY COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3-0**

Vote Required for Passage: **2/3rds of membership**

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Mark L Harris
Winnebago County Executive

128-022021

RESOLUTION: Authorize the Conceptual Design Phase and Estimate of a Capital Project to Upgrade the Winnebago County Highway Department Building at a Cost of \$20,000 to be Funded with a Transfer from the Undesignated General Fund Balance

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

WHEREAS, Winnebago County Highway Department building was constructed in 1995; and

WHEREAS, the building has never been upgraded and fails to meet the current needs of the Highway Department; and

WHEREAS, the Highway Department building is fully depreciated; and

WHEREAS, the Highway Departments' mechanical control system and heating system need to be upgraded and replaced and the truck storage area cannot accommodate the current fleet and incorporate an automatic truck wash area. Additionally, the office area needs to be remodeled and a larger ground floor training / meeting room is necessary; and

WHEREAS, this project will consist of repairs, upgrades and expansion of the building's footprint to accommodate larger equipment; and

WHEREAS, this project has been scheduled for 2021 in the Highway Department's 2021 - 2025 Capital Improvement Plan.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the conceptual design phase and estimate of a capital project to upgrade the Winnebago County Highway Department building at a cost of \$20,000 to be funded with a transfer from the undesignated general fund balance

Fiscal Impact: The undesignated general fund balance will be decreased by \$20,000.

Respectfully submitted by:

HIGHWAY COMMITTEE

Committee Vote: **5-0**

Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **3-0**

Vote Required for Passage: **2/3rds of membership**

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Mark L Harris
Winnebago County Executive

129-02-2021

RESOLUTION: Authorize the Transfer of an Additional \$11,000 from Park View Health Center's Unrestricted Fund Balance to the Park View Health Center's Capital Outlay Account to Purchase Two (2) New Neighborhood Doors

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS

WHEREAS, Park View Health Center is transitioning its locked household on Parkside 2-south from "locked" to "secure" (which is tied in with the Accutech Wanderguard system); and

WHEREAS, this transition requires new doors for the neighborhood entrance in order to be compliant with Life Safety code requirements; and

WHEREAS, these doors are required to tie in with the fire system and Accutech Wanderguard system; and

WHEREAS, this household has consistently remained with four (4) open beds due to the inability to fill those beds with people in the community meeting requirements for a "locked setting", which is a requirement for placement in this household; and

WHEREAS, transitioning this household designation to "secure" versus "locked" will provide the ability to serve more community members and allow the opportunity for significant revenue gains; and

WHEREAS, the original amount approved by the Winnebago County Board of Supervisors for these doors was \$40,000 via resolution No. 047-072020; and

WHEREAS, the bids for this project came in at a higher amount, thus requiring an additional \$11,000 of funding.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of an additional \$11,000 from Park View Health Center's Unrestricted Fund balance to the Park View Health Center's capital outlay account to purchase two (2) new neighborhood doors.

Fiscal Impact: This will decrease Park View Health Center's Unrestricted Fund balance by \$11,000.

Respectfully submitted by:

Committee Vote: **4-0**

PARK VIEW HEALTH CENTER COMMITTEE

Respectfully submitted by:

Committee Vote: **3-0**

PERSONNEL & FINANCE COMMITTEE

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

Approved by the Winnebago County Executive this ____ day of _____, 2021.

Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Support of State Funding for Equitable Return of Utility Tax Collection to**
3 **Counties and Municipalities as Utility Aid**

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

7 **WHEREAS**, shared revenue utility aid payments help counties and municipalities pay for services provided
8 to tax-exempt utility properties; and

9 **WHEREAS**, these payments-in-lieu of taxes are also viewed as partial compensation for the air pollution,
10 noise traffic congestion, property maintenance, emergency services and land use limitations caused by the presence
11 of utility property; and

12 **WHEREAS**, the state has typically retained about eighty percent of utility tax collections for use as General-
13 Purpose Revenue (GPR), instead of returning those dollars to counties and municipalities where the utilities are
14 located; and

15 **WHEREAS**, in 2019-2020, the state collected \$351.4 million in utility taxes, but returned only \$75.6 million to
16 local governments as utility aid; and

17 **WHEREAS**, payments generated through the current utility aid formula have largely been stagnant, both as
18 a percentage of tax collections and in the actual dollars distributed to counties and municipalities. Stagnant or
19 declining aid results in a burdensome shift in taxes to owners of the remaining taxable property.

20
21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 encourage the Governor's 2021-2023 budget to include a provision in said 2021-2023 budget plan to provide a fairer,
23 more equitable return of utility tax collections to counties and municipalities as utility aid with an inflationary increase
24 built into the utility aid formula.

25
26 Respectfully submitted by:

27 **LEGISLATIVE COMMITTEE**

28 Committee Vote: **13-1**

29
30
31
32 Vote Required for Passage: **Majority of those Presents**

33
34 Approved by the Winnebago County Executive this ____ day of _____, 2021.

35
36
37 _____
38 Mark L Harris
39 Winnebago County Executive

Resolution 54 12-2020

RE: A Resolution in Support of State Funding For Equitable Return
of Utility Tax Collections to Counties and Municipalities as Utility Aid

WHEREAS, shared revenue utility aid payments help counties and municipalities pay for services provided to tax-exempt utility property, and

WHEREAS, these payments-in-lieu of taxes are also viewed as partial compensation for the air pollution, noise traffic congestions, property maintenance, emergency services and land use limitations caused by the presence of utility property, and

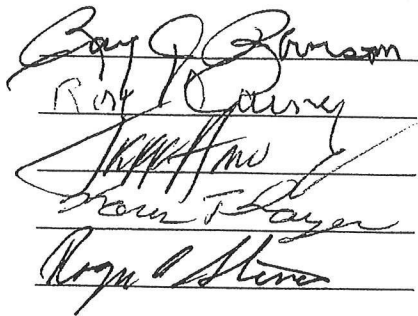
WHEREAS, the state has typically retained about eighty percent of utility tax collections for use as General Purpose Revenue (GPR), rather than return those dollars to counties and municipalities where the utilities are located, and

WHEREAS, in 2019-20, the state collected \$351.4 million in utility taxes, but only returned \$75.6 million to local governments as utility aid, and

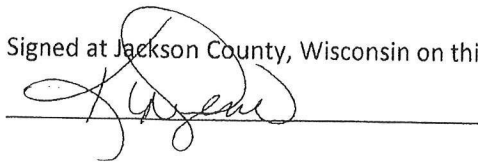
WHEREAS, moreover, payments generated through the current utility aid formula have largely been stagnant, both as a percentage of tax collections and in the actual dollars distributed to counties and municipalities. Stagnant or declining aid results in a burdensome shift in taxes to owners of the remaining taxable property.

THEREFORE BE IT RESOLVED, the Jackson County Board of Supervisors hereby encourage the Governor's 2021-2023 budget to include a provision in your 2021-2023 budget plan to provide a fairer, more equitable return of utility tax collections to counties and municipalities as utility aid with an inflationary increase built into the utility aid formula.

Executive and Finance Committee


Ray J. Johnson
Rory O'Leary
Jeffrey
Brian P. Lazen
Roger A. Stone

Signed at Jackson County, Wisconsin on this 21st day of December, 2020



1 131-022021

2 **RESOLUTION: Adopt Winnebago County Remote Access Policy for Vendors**

3
4
5 **TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:**

6 **WHEREAS**, many vendors that support Winnebago County equipment or software desire to work remotely;
7 and

8 **WHEREAS**, the Winnebago County network security expectations need to be communicated and enforced
9 relating to remote vendor access; and

10 **WHEREAS**, the Winnebago County Information Systems Department desires to put in place a remote
11 access policy for vendors; and

12 **WHEREAS**, The Winnebago County Information Systems Department will issue remote access after the
13 remote access policy is signed; and

14 **WHEREAS**, the Winnebago County Information Systems Department reserves the right to revoke such
15 access if any authorized user does not adhere to defined expectations; and

16 **WHEREAS**, it is important to adopt a remote access policy in order to require vendors to meet security
17 expectations.

18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 adopts the Remote Access Policy for Vendors.

21
22 **Fiscal Impact:** No budget impact.

23
24 Respectfully submitted by:
25 **INFORMATION SYSTEMS COMMITTEE**

26 Committee Vote: **5-0**

27
28 Vote Required for Passage: **Majority of those Present**

29
30
31
32
33 Approved by the Winnebago County Executive this ____ day of _____, 2021.

34
35
36 _____
37 Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Amending the Table of Organization for the Information Systems**
3 **Department**

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

7 **WHEREAS**, the Table of Organization for the Information Systems Department currently includes one full-
8 time Telecommunications Specialist position and three full-time Network Technician positions; and

9 **WHEREAS**, the Telecommunications Specialist position has recently become vacant, through retirement of a
10 long-serving County employee; and

11 **WHEREAS**, while the County's telecommunications system was originally separate from the County's
12 computer network, over the past several years telecommunications have become largely integrated with the data
13 network; and

14 **WHEREAS**, the skills that are currently needed to manage the County's telecommunications system are
15 essentially the same as the skills of a Network Technician; and

16 **WHEREAS**, replacing the Telecommunications Specialist position with an additional Network Technician
17 position would make the position easier to recruit for and would provide the department with additional flexibility to
18 handle telecommunications as part of the overall network; and

19 **WHEREAS**, there would be no fiscal impact to this change, as the Telecommunications Specialist and
20 Network Technician positions are in the same pay grade;

21
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
23 amends the Table of Organization of Classified Positions for the Information Systems Department by eliminating the
24 full-time Telecommunications Specialist position and adding one full-time Network Technician position.

25
26

27 Respectfully submitted by:

28 **PERSONNEL AND FINANCE COMMITTEE**

29 Committee Vote: **3-0**

30

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

32

33 Approved by the Winnebago County Executive this ____ day of _____, 2021.

34

35 _____
36 Mark L Harris
37 Winnebago County Executive
38

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2 **RESOLUTION: Authorize Execution of a Five-Year Expo Rental Agreement with**
3 **Winnebago County Fair Association**

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

7 **WHEREAS**, the Winnebago County Fair has taken place annually since 1855 (with the exception of 2020
8 due to Covid-19) and the Winnebago County Fair Association has requested use of the Sunnyview Exposition Center
9 for a five (5) year term encompassing the years 2021 through 2025; and

10 **WHEREAS**, the Winnebago County Fair Association has been a tenant in good standing at the Sunnyview
11 Exposition Center facilities while holding the annual county fair since 1910; and

12 **WHEREAS**, the Winnebago County Fair offers exhibits, entertainment and educational programs, is open to
13 the public and is an event of merit for the Sunnyview Exposition Center facilities; and

14 **WHEREAS**, it is in the best interest of Winnebago County to permit the long-range scheduling of said event
15 to allow the promoter to secure necessary agreements with subcontractors and vendors; and

16 **WHEREAS**, the long-range scheduling of events at the Sunnyview Exposition Center allows County staff to
17 efficiently program the facilities so as to maximize its use and generate revenues.

18
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 authorizes the Winnebago County Parks Department to enter into a five (5) year lease agreement with the
21 Winnebago County Fair Association to present the annual Winnebago County Fair with a rental fee of \$1.00 per year
22 over the five (5) year lease agreement.

23
24 **Fiscal Impact:** The Winnebago County Fair Association pays for its utility use over the course of the event in
25 addition to the \$1.00 yearly rental fee.

26
27
28 Respectfully submitted by:

29 **PARKS & RECREATION COMMITTEE**

30 Committee Vote: **5-0**

31 Respectfully submitted by:

32 **PERSONNEL & FINANCE COMMITTEE**

33 Committee Vote: **3-0**

34 Vote Required for Passage: **Majority of those present**

35
36 Approved by the Winnebago County Executive this ____ day of _____, 2021.

37
38
39 _____
40 Mark L Harris
Winnebago County Executive

SUNNYVIEW EXPOSITION CENTER
RENTAL AGREEMENT

CONTRACT NO. EC-WCFA2021-2025

RENTAL AGREEMENT entered into this ____ of January 2021 by and between **Winnebago County Fair Association, c/o Mike Domke, 2892 Ruschfield Drive, Oshkosh WI 54904** (hereinafter referred to as the "LESSEE", whether one or more) and Winnebago County, 415 Jackson St., Oshkosh, Wisconsin 54903 (hereinafter referred to as "LESSOR").

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

1. **PREMISES.** LESSOR hereby rents to LESSEE, upon the terms and conditions of this Rental Agreement, the following premises located on or adjacent to the Sunnyview Exposition Center: **the Exposition Building- Center Hall, West Wing, South Wing, Kitchen, Ticket Box Office and Event Office, Barns A, B, C, D, and E, Barn A-Addition and Overhang, Food Court, Covered Arena, Registration Office-Covered Arena, Support Room-Covered Arena, Announcer Stand-Covered Arena, Outdoor Arena, Toilet/Shower Buildings 1 and 2, Grandstands A and B, Grandstand Concession Stand, Grandstand Restrooms A and B, Grandstand Announcer Booth, Sunnyview Stadium Stage, Sunnyview Stadium Pole Building West Office and Garage Areas, All Parking and Camping Areas, 4H Garage, and Milk House. Upon annual written request of the LESSEE, and at LESSOR'S discretion, specified portions of the Community Park may be made available for use. Rental shall not include Expo Maintenance Garage, Winnebagoland BMX, or Kids Kart Club Areas** (hereinafter referred to as the "PREMISES").

2. **TERM.** The term of this Rental Agreement shall be 5 years and shall commence on January 1, 2021 and terminate on December 31, 2025. Occupation of the grounds shall take place on each of the following dates:

July 27, 2021 at 8:00 A.M. and shall terminate on August 10, 2021 at 11:00 P.M.. Set up days, July 27, 28, 29, 30, 31, August 1, 2 and 3, 2021. Event days, August 4, 5, 6, 7 and 8, 2021. Take down days, August 9, 10 and 11, 2021.

July 26, 2022 at 8:00 A.M. and shall terminate on August 10, 2022 at 11:00 P.M.. Set up days, July 26, 27, 28, 29, 30, 31, August 1 and 2, 2022. Event days, August 3, 4, 5, 6, and 7, 2022. Take down days,

August 8, 9 and 10, 2022.

July 25, 2023 at 8:00 A.M. and shall terminate on August 9, 2023 at 11:00 P.M.. Set up days, July 25, 26, 27, 28, 29, 30, 31, August 1, 2023. Event days, August 2, 3, 4, 5 and 6, 2023. Take down days, August 5, 6 and 7, 2023.

July 23, 2024 at 8:00 A.M. and shall terminate on August 7, 2024 at 11:00 P.M.. Set up days, July 23, 24, 25, 26, 27, 28, 29 and 30, 2024. Event days, July 31, August 1, 2, 3 and 4, 2024. Take down days, August 5, 6 and 7, 2024.

July 22, 2025 at 8:00 A.M. and shall terminate on August 6, 2025 at 11:00 P.M.. Set up days, July 22, 23, 24, 25, 26, 27, 28 and 29, 2025. Event days, July 30 and 31, August 1, 2, 3, 2025. Take down days, August 4, 5 and 6 2025.

Set up days begin the Tuesday prior to first event day. Event days are Wednesday through Sunday, and take down days are the Monday, Tuesday and Wednesday following the final event day. During the term of this Rental Agreement, **LESSEE** shall be granted limited access to the **PREMISES** throughout the calendar year for purposes of Fair related activities.

3. **CONSIDERATION.** **LESSEE** shall pay to **LESSOR** the sum of \$1.00 and such other consideration as is referred to in this Agreement and as may be appropriate for the leasing of the **PREMISES** pursuant to the terms of this Agreement.

4. **PARKING.** **LESSEE** shall have the right to use the parking facilities located: in parking lots 1, 2, 3, 4, 5, 6, 7 & 11 as indicated on attached Exhibit "D". Parking is not allowed along roadways posted as such, nor in the manure pit or in designated fire lanes. Violators shall be susceptible to citations from the Oshkosh Police Department. Campers and trailers shall remain to the east of the yellow line on the east side of parking lot#1 when using the camping area south of the food court.

5. **VENDOR, EXHIBITOR, AND SPECTATOR CAMPING.**

A. **LESSEE** shall have the right to set-up participant, spectator, and vendor camping facilities in designated areas of the **PREMISES**: See Exhibit "D".

B. **LESSEE** shall arrange the camping facility in a well designed fashion so as to provide no more than 230 camping sites with a minimum 20' x 30' to maximum 20' x 40' size per site.

C. **LESSEE** shall provide a series of 12' wide corridors spaced throughout the camping facility so as to

provide unobstructed routes of ingress and egress.

D. Camping will be restricted to one RV unit per site and/or one steering wheel per site.

E No more than ten (10) persons allowed per site.

F. Persons under 18 years of age must be accompanied by a parent, or guardian.

G. No solicitation allowed at camp facilities.

H. Security facilities will be provided twenty-four (24) hours per day throughout the event. A minimum of 2 (two) security personnel will be specifically assigned to patrol areas of the Expo grounds each of the event nights from 11:00 p.m. to 6:00 a.m..

I. Charcoal and small wood fuel fires contained in grills shall be permitted. Open pit campfires shall be prohibited in these areas.

6. **USE and LEGAL REQUIREMENTS**

A. **LESSEE** shall use the **PREMISES** for the purpose of conducting the annual Winnebago County Fair. **LESSEE** shall not use the **PREMISES** for any purpose other than as stated herein. **LESSEE** shall comply with all state and federal laws, rules, and regulations, all applicable municipal ordinances, NEC NFPA 70E Arc Flash Standards, all ADA requirements and all Expo Policies enacted by Administrative Directive in the use of the **PREMISES** including, but not limited to, recycling ordinances. See Exhibits "B" and "C". In addition, **LESSEE** shall abide by and conform with all rules and regulations adopted or prescribed from time to time by the **LESSOR** for the **PREMISES**. **LESSEE** shall indemnify and hold **LESSOR** harmless for any violation by **LESSEE** of any law, rule, regulation, or ordinance while using the **PREMISES**.

B. **LESSEE** understands that the County is bound by the Wisconsin Public Records Law, Wis. Stat. sec. 19.21, et. seq. Pursuant to Wis. Stat. sec. 19.36(3), the County may be obligated to produce, to a third party, the records of **LESSEE** that are "produced or collected" by the **LESSEE** under this Agreement ("Records"). **LESSEE** is further directed to Wis. Stat. sec. 19.21, et. seq. for the statutory definition of Records subject to disclosure under this paragraph, and **LESSEE** acknowledges that it has read and understands that definition. Irrespective of any other term of this Agreement, **LESSEE** is (1) obligated to retain Records for seven years from the date of the Record's creation, and (2) produce such Records to the County if, in the County's determination, the County is required to produce the records to a third party in response to a public records request. **LESSEE'S** failure to retain and produce Records as required by this

paragraph shall constitute a material breach of this Agreement, and **LESSEE** must defend and hold the County harmless from liability due such breach.

7. **NOISE CONTROL AND CURFEW.** **LESSEE** agrees that there shall be no running of an organized motor sports event or excessive noise from vehicles, or concert music on the **PREMISES** later than 11:00 p.m. unless variance is granted with a Special Event Permit issued by the City of Oshkosh. **LESSEE** shall comply with any reasonable rules and regulations as **LESSOR** and/or the City of Oshkosh may impose from time to time. **LESSEE** shall provide proof of any Special Event Permits issued by the City of Oshkosh no later than thirty (30) days prior to first set up day.

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

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

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

C. **LESSEE** shall not, without written consent of the **LESSOR**, use any alternate means of illuminating the **PREMISES** other than those derived from the use of gasoline or diesel-powered generators.

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

E. **LESSEE** shall not post or exhibit or allow to be posted or exhibited signs, advertisements, showbills, lithographs, posters or cards of any description inside or in front of or on any part of the buildings, except upon the grandstand or the regular billboards provided by the **LESSOR** therefore, and then only such as

relates to the performance or exhibition to be given on the **PREMISES**. **LESSEE** shall take down and remove forthwith all signs, advertisements, showbills, lithographs, posters or cards of any description objected to by the **LESSOR'S** Manager. All signs, advertisements, showbills, lithographs, posters or cards permitted by **LESSOR** shall be removed on or before the final day of the current annual lease term.

F. **LESSEE** shall be allowed to install a non-lighted single 4' x 8' sign on the 4' high fence located on the west side of the Expo main entrance and a non-lighted single 4' x 8' sign on the 4' high fence located on Highway 76. Said signs shall be for purposes of advertising the **LESSEE'S** organization and event. Installation shall be allowed no earlier than thirty (30) days prior to first set up day and removal must take place on or before the final take down day of the current annual lease term.

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

H. **LESSEE** shall correctly fill or cause to be filled, at **LESSEE'S** expense, all tent stake, and/or fence post holes driven into any surface within the **PREMISES** prior to the last take down day.

I. **LESSEE** shall be responsible for the prompt removal of all mud, debris and animal waste that may accumulate on Sunnyview Exposition Center roadways and buildings during set up days, event days and take down days. Removal of mud, debris and animal waste shall also be considered a part of the post event clean-up process.

J. **LESSEE** shall be responsible for pick up and removal of any and all event trash, mud, or dirt left on the Sunnyview Exposition Center grounds the event. If **LESSEE** fails to remove said debris prior to last post event clean-up day following the conclusion of the event, **LESSOR** shall have the right to complete clean up operations and bill the **LESSEE** the full cost of removal. The **LESSEE** shall pay said bill to the **LESSOR** within ten (10) business days of receipt of said bill.

K. It is stipulated by the parties that the performance by the **LESSEE** of its obligation with respect to the trash, mud/dirt debris pick up, and cleaning of the **PREMISES**, shall be to the satisfaction of the **LESSOR**.

L. **LESSEE** shall provide for thorough cleaning of all areas of the **PREMISES** on set up days, event days and take down days. These sites shall include, but are not limited to all restrooms, the main Exposition building, all barns, the Covered Arena, food court, both grandstands (on top and underneath), and all other leased buildings and grounds. **LESSEE** shall be required to clean up and remove all event related materials and equipment located east of Expo Drive within two (2) days following the conclusion of the event. All remaining clean up activities shall be completed within three (3) days following the conclusion of the event.

M. With just cause for safety or sanitary concerns, **LESSOR** may, at its discretion, shutdown or restrict use of various support facilities within the **PREMISES**. **LESSEE** shall be obligated to honor and enforce any such shutdown or restricted use. **LESSOR** shall not be liable for compensation of any kind to the **LESSEE** for such shutdown or restricted use.

N. **Smoking and/or vaping is not allowed inside any building within the boundaries of the exposition center.**

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

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

Q. Within 30 days prior to the **EVENT**, the **PROVIDER** shall represent and warrant that it has entered

into valid music performing rights agreements with ASCAP, BMI, SESAC applicable to music performed on the **PREMISES** and covering the **EVENT** hereunder.

R. **LESSEE** shall not visually block or in any way hinder spectator access to potable water sources placed on the **PREMISES**.

S. At the end of the term of this agreement, **LESSEE** shall quit and surrender the **PREMISES** in the same condition as at the commencement of the term, ordinary wear and tear excepted. Any damages incurred during **LESSEE'S** occupation of the grounds shall be repaired to **LESSOR'S** specifications. Damages left unrepaired by **LESSEE** shall be repaired by **LESSOR**. **LESSOR** shall in turn invoice **LESSEE** for repair of said damages, payment of which is due thirty (30) days after receipt of invoice by **LESSEE**.

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

U. **LESSOR** may make such alterations and repairs to the rented buildings, and other facilities it deems necessary including construction of new buildings or facilities, parking lots or camping areas. **LESSEE** shall reconfigure operations of their event to accommodate said alterations, repairs or construction/reconstruction as necessary. Reconfiguration of facility use shall be subject to approval by the Parks Director prior to first event set up day. Said construction/reconstruction of asphalt parking lots may include the installation of permanent sleeves to accommodate tent stakes. **LESSEE** shall not erect any tents, or other amenities requiring any type of hole what so ever in any asphalt paved surface area of the **PREMISES**, only pre-installed sleeves shall be used for staking of such amenities. **LESSOR** shall not be responsible for any expenses incurred by **LESSEE** to accommodate such reconfiguration of the **PREMISES**.

V. Use of the Sunnyview Stadium pull track shall be subject to the following:

a. **LESSEE** shall provide immediate clean-up of all mud, clay and debris throughout the Sunnyview Stadium including in and around the pull track following every use of the facility to prevent build-up within gravel screening areas, and storm drains (i.e. there will be no grace period allowed in order to facilitate coordinating activities and/or resources with another promoter);

b. **LESSEE** may be required to provide either a bond, a security deposit, or ready stock pile of

lime screenings on site prior to the event in order to assure the **PREMISES** is returned to the **LESSOR** in satisfactory condition prior to the final take down day of each calendar year of the lease term. **LESSOR** retains the right to require **LESSEE** to acquire the services of the County Highway Dept. to provide the necessary clean up and repair work that may be left over from the event and to thereafter require **LESSEE** to provide reimbursement for said clean up and repairs.

9. VENDOR OPERATIONS

A. After applying for and receiving any and all necessary permits and licenses, **LESSEE** shall be allowed to set up and operate beverage and concession operations on the **PREMISES**. **LESSEE** shall be responsible for insuring the acquisition of all necessary permits and licenses from individual vendors. Sale of alcoholic beverages shall be limited to those items permitted for a Class B beverage license as issued by the City of Oshkosh.

B. **LESSEE** shall be limited to the sale of concession foods, and beverage items (including beer) along with various promotional and novelty products typically sold at county fairs.

C. **All vendors shall be required to dispose of used grease, gray water and black water in the appropriate receptacles. Vendors who do not comply with sanitary rules shall be expelled from the PREMISES and the Winnebago County Health Department shall issue a citation to the LESSEE. Receptacles must be emptied and removed at LESSEE'S expense prior to last set up day of annual lease term.**

D. No glass beverage containers shall be allowed to be present on the **PREMISES**.

E. **LESSEE** shall be permitted to prohibit the admittance of "carry-in" food and beverage items onto the **PREMISES**.

F. **No less than thirty (30) days prior to the first set up day, LESSEE shall furnish to the Winnebago County Insurance Administrator a complete list of its vendors participating in the current annual County Fair event.**

1. For those vendors on the aforementioned list which are additional insureds under **LESSEE'S** insurance coverage, **LESSEE** shall furnish or cause to be furnished a Certificate of Insurance to the Winnebago County Insurance Administrator no less than thirty (30) days prior to first set up day.

2. As to all other vendors on the aforementioned list, **LESSEE** shall furnish or cause to be furnished any such Vendor's Certificate of Insurance to the Winnebago County Insurance Administrator no less than thirty (30) days prior to first set up day.

F. **LESSEE** shall secure all necessary permits required for the sale of the aforementioned concessions from the City of Oshkosh/Winnebago County and provide proof of such permits to the LESSOR no less than thirty (30) days prior to first set up day.

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

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

11. **UTILITIES AND ELECTRICAL CONNECTIONS.**

A. **LESSEE** shall be responsible for payment of all charges for electrical, gas, water, storm water, sewer and telephone, including special hook-ups and services relating thereto, and motor vehicle fuel use which occurs during its use and occupancy of the leased **PREMISES**.

B. **LESSOR** shall determine charges for sewer, water, gas and electric by computing the actual usage during the annual lease term of the agreement. Storm water charges shall be determined by multiplying the number of days of use by the price per ERU unit as per the City of Oshkosh water utility.

C. Charges for motor fuel shall be based on actual usage recorded on fuel use logs and the per gallon price in effect at that time.

1. **LESSEE** shall use fuel pumps located at the Parks Workshop between the hours of 7:00 a.m. and 3:00 p.m., Monday through Friday. On the weekend **LESSEE** shall use the fuel pumps at the Parks Workshop only when a Parks Department employee is on site.

D. **LESSEE** agrees to give prior notice to **LESSOR** of any modifications in electrical service that involve the **PREMISES** not less than five (5) days prior to first set up day. Said modifications shall be performed by the County Electrician after written permission from the Parks Director is granted.

E. All electrical hook-ups or connections into County owned receptacles must be made by a licensed electrician contracted by **LESSEE**. All electrical hook-ups or connections shall conform to the latest version of the national electrical code and the building code/electrical code of the City of Oshkosh. **LESSOR** reserves the right to question any electrical connection or modification and shall have the right to demand an inspection be made by a qualified inspector prior to the connection being activated. Alterations made to existing electrical services shall be returned to their prefair status by a licensed electrician contracted by **LESSEE** unless requested by **LESSOR** to remain in place. All costs of said hook ups and alterations shall be borne by **LESSEE**.

12. **DIGGER'S HOTLINE**

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

B. **LESSEE** shall be responsible for the filling of all holes drilled or dug into asphalt surfaces on the **PREMISES** to accommodate tent or fence posts or supports. Said holes shall be filled to **LESSOR'S** satisfaction via **LESSOR** approved method within three (3) working days following the final event day. Holes left unfilled after the aforementioned deadline shall be filled by **LESSOR** at **LESSEE'S** expense.

13. **INDEMNIFICATION**.

A. The **LESSOR** shall not be responsible for any damage, or injury incurred by the **LESSEE** or **LESSEES'** agents, servants, employees or property, from any cause, prior, during or subsequent to the term of this agreement. Likewise, the **LESSOR** shall not be responsible for any damage, loss, or liability of any kind and nature, occurring on the **PREMISES**, the property adjacent thereto and any other portion of the Sunnyview Exposition Center and/or Sunnyview Annex, by reason of any bodily injury to or death of any person, or by reason of any damage to property of third persons occasioned by any act or omission, neglect or wrongdoing of **LESSEE**, or any of its officers, agents, representatives, assigns, guests, employees, invitees, or persons admitted by the **LESSEE** to said **PREMISES**, arising out of the activities conducted by

82 **LESSEE**, its agents, members or guests (including claims of employees of **LESSEE** or of any contractor or
83 subcontractor). **LESSEE** shall indemnify, hold the **LESSOR** harmless and shall defend and protect the
84 **LESSOR** from any claim, loss, demand or liability arising out of any bodily injury or property damage as
85 described herein, provided that **LESSEE** shall not be responsible for any injury or damages resulting solely
86 from the negligence of the **LESSOR**.

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

94 14. **MISCELLANEOUS.**

95 A. **Rules.** **LESSEE** acknowledges that it has read, understood and accepts all rules and regulations of
96 the **LESSOR** with respect to the **PREMISES**.

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

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

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

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

09 F. Inclement weather shall not negate **LESSEE'S** duty to pay **LESSOR** pursuant to this Agreement or

entitle **LESSEE** to a rebate from **LESSOR**.

15. **ADDITIONAL PROVISIONS.**

A. **LESSEE** shall provide an adequate number of Dumpsters for refuse that shall be emptied daily by **LESSEE**. Dumpster rental and charges for the same are the sole responsibility of **LESSEE**.

B. **LESSEE** shall provide for all trash disposal and recycling of recyclable materials produced on the **PREMISES** during set up days, event days and take down days, as a result of the event as needed throughout the annual lease term. **LESSEE** shall arrange for Dumpsters to be emptied and removed prior to the last post-fair clean up day and have all said materials hauled to the Winnebago County Solid Waste Landfill with recyclables hauled to the Winnebago County Solid Waste Recycling Facility. Alternative methods of livestock waste removal shall be permitted with permission from Expo Manager.

C. **LESSEE** shall ensure that participants do not dump animal refuse, shavings or manure in any area of the **PREMISES** outside of the manure pit and manure holding areas located within the livestock complex. **LESSEE** shall be responsible for emptying of said pit and holding areas, as often as necessary during set up days, event days, and take down days, to provide a safe and sanitary environment for participants and attendees of the event, while maintaining compliance with any manure storage permits already in place for the facility.

D. **LESSEE** shall establish on the **PREMISES** a reliable means of weather monitoring which shall be capable of receiving up-to-the-moment information pertaining to threatening weather conditions and related advisories. Such means for weather monitoring shall be in place and activated during the course of the entire event.

E. **LESSEE** shall be prepared to implement comprehensive action plan(s) capable of addressing various threats to spectator and participant safety at any time during the event. Plan(s) shall include, but not be limited to, the following issues: warning and appropriate response to emergency weather conditions; traffic accidents affecting access points into and out of the Sunnyview Exposition Center; and, deviations in normal crowd behavior (i.e. spectator rowdiness, etc.). **Said plan(s) shall be in writing and be reviewed, a minimum of sixty (60) days prior to first set up day or June 1st of each calendar year**

36 by the Winnebago County Emergency Management Director. **LESSEE** shall be obligated to make the
37 recommended changes and **LESSOR'S** judgement in this issue shall be final.

38 E. **LESSEE** shall provide rental toilets in adequate numbers so as to have ample toilet facilities for the
39 maximum anticipated attendance on the **PREMISES**. The number shall be based on 2 toilets/300 persons
40 (unisex) with 1 unit ADA accessible per 250 persons.

41 F. **LESSEE** shall not allow the event or any part of the event to take place in, or intrude into, any area of
42 the Sunnyview Exposition Center that is outside of the boundary for the event shown on Exhibit "D".
43 **LESSEE** shall define the event boundaries by the use of barricades, barrier tape, construction fence, snow
44 fence or the like. Any cost resulting from the acquisition, installation and removal of the barricades, barrier
45 tape, construction fence, snow fence or the like shall be the sole responsibility of **LESSEE**.

46 G. **Should LESSEE subcontract with any vendor or promoter other than that which is currently**
47 **under contract with Winnebago County for management of the Sunnyview Stadium venue, all**
48 **applicable stipulations for operations of the stadium contained within said current venue manager**
49 **contract shall apply to all subcontracted vendors and promoters programming activities within the**
50 **stadium.**

51 H. **LESSEE** shall have permission to utilize gasoline or liquid propane powered generators for electrical
52 power during the term of the event.

53 I. **LESSEE** shall provide **LESSOR** a plan for event security utilizing off-duty and/or auxiliary police in
54 addition to any private security hired by **LESSEE**. Said plan shall include, but not be limited to, information on
55 the numbers and types of security personnel available on the grounds each day, how they are to be
56 allocated, how peak ingress and egress situations will be handled, policing of locations selling intoxicating
57 beverages, medical personnel available, and any other information which will enhance **LESSOR'S** ability to
58 review the plan. Said plan shall be available to LESSOR for review no later than sixty (60) days before
59 first set up day. If in the judgement of **LESSOR** changes in the security plan are required, **LESSEE** shall be
60 obligated to make the recommended changes and **LESSOR'S** judgement in this issue shall be final.

61 J. **Camping.** Camping for vendors, event staff and participants on **PREMISES** shall be allowed only
62 in designated areas. Electrical and water hook ups must be from approved outlets (see Exhibits "D"
63 and "E"). Camping registration onsite shall be done in a timely and organized manner. No camping tents shall

64 be set up in line for camping registration at any time.

65 K. Public address and sound systems other than Exposition Center public address system, and
66 Grandstand portable system, shall be the sole responsibility of **LESSEE**. **LESSEE** shall be liable for all
67 charges incurred in rental and set-up/take down of these public address and sound systems. **LESSEE** shall
68 be required to page patrons on the grounds in the event of an emergency. **LESSOR** shall install portable PA
69 system in the Grandstand for use by **LESSEE** prior to event opening. **LESSEE** shall meet with **LESSOR** to
70 insure placement, volume, and general instructions on use of the system are provided. **LESSEE shall notify**
71 **LESSOR a minimum of one week prior to first event day if portable system is not needed.**

72 K. **LESSEE** shall provide at its own cost and expense, a local business office and agent to manage
73 promotion of the event and serve as a contact for all information related to the event. The telephone number,
74 email address, web site and any other social media sites shall be actively publicized as the contacts for all
75 event information.

76 M. **LESSEE** shall provide the following on the **PREMISES** during the term of this rental agreement:

77 (1) Lost and found facility.

78 (2) Headquarters staffed by **LESSEE** to receive and deal with the following:

79 (a) UPS and other deliveries.

80 (b) Vendor concerns and set-up.

81 (c) Carnival personnel and set-up.

82 (3) A headquarters furnished with computer access, FAX machine, copier, and telephones for
83 incoming and outgoing calls with the number(s) published so public inquiries are handled by
84 **LESSEE'S** staff. These same items in the Parks Department offices will not be made available for
85 use by **LESSEE**.

86 N. **LESSEE shall provide LESSOR with the following information a minimum of thirty (30) days**
87 **prior to the first set up day:**

88 (1) Camping area location(s), rates, telephone number to call for reservations, the telephone
89 number of the campground(s) (if applicable) and the number of sites at each location.

90 (2) A schedule of events taking place during the County Fair and the time they are to take place.

91 This shall be updated as often as necessary to remain current.

(3) Charges for all events, to include ticket charges and purchase options, package deals, and parking fees.

(4) A reproducible layout map of the event site, no larger than 8 1/2" x 14".

O. **LESSEE** shall provide within the **PREMISES** a clearly marked and easily visible first aid tent, building, or trailer staffed by qualified, certified, medical personnel, for each day of the event from gate opening to closing time.

P. In order to facilitate the preparedness of area emergency response teams, LESSEE shall provide the Chief of the Oshkosh Fire Department with an overview of all emergency response plans and resources being utilized during the event. Said communication shall be completed no later than thirty (30) days prior to first set up day.

Q. **LESSEE** shall provide to the **LESSOR**, the name and associated contact numbers of an individual who will act as **LESSEE'S** sole representative for conveying all of **LESSEE'S** facility related issues and needs that are to be addressed before, during and after the fair. Said representative shall work directly with the Program Manager and Expo Maintenance Supervisor in efforts to resolve facility related issues and need.

R. All site related alterations shall be done by Parks Department employees using Winnebago County equipment. **LESSEE** shall not use Winnebago County equipment for site alterations. In case of emergency, Winnebago County equipment may be used by a qualified representative of **LESSEE** with written permission from the Parks Director and following training by Parks Department personnel.

S. **LESSEE** shall ensure that all gray water and black water and cooking oil/grease from camping units or vendors on the **PREMISES** shall be disposed of in the proper manner. Removal of any receptacles used to collect said water or used cooking oil/grease are considered part of event clean up and shall be removed prior to the last take down day of the annual lease term. Unlawful dumping of gray or black water or cooking oil/grease onto the **PREMISES** shall result in a citation from the Winnebago County Health Department to the **LESSEE**.

T. **LESSEE** shall ensure that used charcoal, firewood and ash are disposed of in the proper receptacles placed on the **PREMISES** for this purpose. Any firewood brought onto the **PREMISES** must be completely burned or removed from the **PREMISES** by the **LESSEE** at the termination of the event.

U. **LESSEE** shall ensure that no washing of any animal shall be done outside of the washrack

area provided on the PREMISES for this purpose. Washing of animals in an improper location shall result in a citation from the Winnebago County Health Department or the Wisconsin Department of Natural Resources to the LESSEE.

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

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

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

19. **NAMING RIGHTS/SPONSORSHIP**

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

B. Should LESSOR enter into a licensing agreement that provides for the exclusive sale of certain brands of concessions or beverage goods upon the PREMISES, LESSEE shall be bound by the terms of said licensing agreement provided LESSOR has presented LESSEE with written notification of the obligatory conditions of the licensing agreement. Sale of alternate brands of concessions or beverage goods by LESSEE shall be deemed in breach of contract. LESSEE shall be obligated to complete change within 365 days of notification by LESSOR at LESSEE'S expense.

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

D. LESSOR'S Sponsors shall have access to an area near the south east corner of the Center Hall for

purposes of selling and or displaying pre-approved merchandise, with the exception of events not open to the public and those events deemed Private on the official expo calendar. A mutually agreeable alternate area for the above sponsor activity must be presented in writing to **LESSOR** with signatures of Sponsor, **LESSEE** and **LESSOR** a minimum of two weeks prior to scheduled event.

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

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

20. **LESSEE LEGAL STATUS.**

A. **LESSEE** warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of **LESSEE'S** registered agent is as set forth opposite the heading **REGISTERED AGENT** on the last page of this agreement. **LESSEE** shall notify **LESSOR** immediately, in writing, of any change in its registered agent, his or her address, and **LESSEE'S** legal status. Information necessary to obtaining registered agent status in the State of Wisconsin may be obtained from the office of the Secretary of State, P.O. Box 7846, Madison, Wisconsin 53707-7846.

B. Proof of current registered agent status must be provided to **LESSOR** 30 days prior to the Agreement being executed.

21. **TERMINATION OF AGREEMENT**

Should **LESSEE** or **LESSOR** fail to substantially comply with any material provision of this Rental Agreement, **LESSEE** or **LESSOR** shall have the right to terminate this Rental Agreement if said breach occurs during the lease term, upon five (5) days written notice to **LESSEE** or **LESSOR**, or upon 24 hours prior written notice to **LESSEE** or **LESSOR** if said breach occurs during the operation of the County Fair and upon **LESSEE'S** or **LESSOR'S** failure to cure said breach within 24 hours of receipt of

76 said notice.

77 22. **NOTICES.** - Any notices required pursuant to this Agreement shall be considered provided upon
78 deposit in the U.S. Mail, 1st Class postage affixed. Notices shall be mailed to the parties at the following addresses:

79 LESSEE: Mike Domke
80 2892 Ruschfield Dr.
81 Oshkosh, Wisconsin 54904

82 LESSOR: Rob Way
83 625 E. County Road Y
84 Oshkosh, Wisconsin 54901

85 or current Fair Association President or current Parks Director/Expo Manager.

86 23. The entire agreement of the parties is contained herein and this agreement supersedes any and all
87 oral agreements and negotiations between the parties relating to the subject matter hereof.

88 IN WITNESS WHEREOF, the parties have duly signed and executed this Rental Agreement this the
89 day of _____, 20____.

WINNEBAGO COUNTY (LESSOR)

By: _____
County Executive

90

County Clerk

**LESSEE(S): WINNEBAGO COUNTY FAIR
ASSOCIATION:**

91

92

_____(Seal)

Title

93

94

95

96

97

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99

00

EXHIBIT "A" - INSURANCE

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

1. Workers Compensation - statutory - in compliance with the Compensation Law of the State. Include a Federal Longshoremen and Harbor Workers Endorsement, if applicable.
2. General Liability Insurance with a minimum combined single limit of liability per occurrence for bodily injury and property damage of \$1,000,000. This insurance shall include on the Certificate of Insurance the following coverages:
 - a. Premises - Operations
 - b. Products and Completed Operations
 - c. Broad Form Property Damage
 - d. Broad Form Blanket Contractual
 - e. Personal Injury
 - f. Liquor Liability (if alcohol on Premises)
3. Automobile Liability Insurance with a minimum combined single limit of liability per occurrence of \$1,000,000 for bodily injury and property damage. This insurance shall include bodily injury and property damage for the following coverages:
 - a. Owned Automobiles
 - b. Hired Automobiles
 - c. Non-Owned Automobiles
4. The certificate shall list the **Certificate Holder and Address as follows:** Winnebago County, Attn.: Insurance Administrator, Winnebago County Courthouse, P.O. Box 2808, Oshkosh, WI 54903-2808. The Winnebago County Department(s) involved shall be listed under "Description of Operations".
5. Such insurance shall include under the **General Liability and Automobile Liability Policies**, Winnebago County, its employees, elected officials, representatives, and members of its boards and/or commissions as **"Additional Insureds"**.
6. **Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P.O. Box 2808, Oshkosh, Wisconsin 54903-2808. All such notices will name the LESSEE and identify the event.**

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

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

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

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

11 **WHEREAS**, in order to participate in this project, it is necessary that the County Board authorize submittal of an
12 application for said funds.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the
14 Winnebago County Executive and the Winnebago County Clerk are hereby authorized to make application on behalf of
15 Winnebago County to the Department of Natural Resources, pursuant to Sec. 23.09(26), Wisconsin Statutes, for any
16 financial aid that may be available for public snowmobile trail maintenance as well snowmobile trail bridge and trail
17 buildings in Winnebago County.
18
19
20

21 **Fiscal Impact:** The D.N.R. Snowmobile Maintenance Grant is an annual award of up to \$40,000 given to Winnebago
22 County for the purpose of maintaining 137.5 miles of snowmobile trails within the county. This is a 100% funded
23 grant that reimburses the county dollar-for-dollar.
24

25 Respectfully submitted by:

26 **PARKS AND RECREATION COMMITTEE**
27
28
29

30 Committee Vote: **5-0**
31

32 Vote Required for Passage: **Majority of those present.**
33

34 Approved by the Winnebago County Executive this ____ day of _____, 2021.
35

36 _____
37 Mark L Harris
38 Winnebago County Executive