

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, OCTOBER 16, 2018**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, October 16, 2018, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

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

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

- Correspondence:
  - Resolutions from other counties:
    - Door County – Resolution No. 2018-63: Resolution in Support of Increased County Child Support Funding
    - Door County – Resolution No. 2018-64: In Support of Increasing the Compensation for Defense Counsel Appointed by the Wisconsin Public Defender's Office
    - Douglas County – Resolution #55-18: Compensation Increases for Defense Attorneys Assigned by State Public Defender Office Supported
    - Sawyer County – Resolution No. 2018-31: Urging the State of Wisconsin to provide the resources to fully staff the Sawyer County District Attorney's Office
  - Notices of Claim:
    - Joshua Lietz for damage to his vehicle
    - Adam Kuborn and Joseph & Nancy Kuborn for damages as a result of an incident with Local police agencies
  - Petitions for Zoning Amendment:
    - James E. Collis, Town of Winneconne, rezoning from A-2 to R-1 for tax parcel nos. 030-0204-05 and 030-0204-06
    - Tony Welnicke (ZBW, LLC); Town of Poygan, rezoning from B-2 to R-1 for tax parcel no. 020-0138-02
    - Lonnie T. Darland, Town of Nekimi, rezoning from R-1/A-2 to A-1/R-1 for tax parcel nos. 012-0647(p) and 012-0647-01-01(p)
    - Todd Goheen, Town of Algoma, rezoning from A-2 to R-1 for tax parcel no. 002-0240-10-01
    - Jonathan Faulks, Town of Wolf River, rezoning from A-2 to R-2 for tax parcel no. 032-0096(p)
    - Jay R. Jones, Town of Algoma, rezoning from A-2 to R-2 & R-3 for tax parcel nos. 002-0028-19-05 and 002-0030
    - Ian S. House, Town of Oshkosh, rezoning from R-1 wetland to R-1 wetland boundary adjustment for tax parcel no. 018-0406-05
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the September 4 & 18, 2018 County Board meetings
- County Executive's Report
- County Board Chairman's Report
- County Board Chairman's Appointment:
  - Judiciary & Public Safety Committee/Emergency Management Committee – Supervisor Vicki Schorse

**ZONING REPORTS & ORDINANCES**

Report No. 01 – Integrity Constructions, LLC; Town of Vinland

Amendatory Ordinance No. 10/01/2018 – Rezoning to R-2 Suburban Low Density for tax parcel no. 026-0256-02

Report No. 02 – Randall B. Streblov, Town of Nekimi

Amendatory Ordinance No. 10/02/18 – Rezoning to A-2 General Agriculture for tax parcel nos. 012-0390(p) and 012-0391-23(p)

## **RESOLUTIONS AND ORDINANCES**

- RESOLUTION NO. 056-072018: Advocate the State Legislature to prohibit the Use and Practice of Conversion Therapy to Minors Within the State of Wisconsin  
Submitted by:  
AARON WOJCIECHOWSKI, District 16
- RESOLUTION NO. 072-102018: Resolution Awarding the Sale of \$8,075,000 General Obligation Promissory Notes  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 073-102018: Disallow Claim of Bob Messerschmidt  
Submitted by:  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 074-102018: Authorize the Transfer of \$27,697 from the other Operating Expense Category to the Labor Expense Category of the Coroner's 2018 Budget to Cover Wage and Fringe Overage Anticipated Due to Additional Workload and Participation in Two Pilot Programs for Overdose and Suicide Death Reviews  
Submitted by:  
JUDICIARY & PUBLIC SAFETY COMMITTEE  
PERSONNEL & FINANCE COMMITTEE
- RESOLUTION NO. 075-102018: Authorize Transfer of Jurisdiction and Maintenance of Segments of Three Separate County Highways to the City of Oshkosh  
Submitted by;  
HIGHWAY COMMITTEE
- RESOLUTION NO. 076-102018: Execute Easement Agreement Between Winnebago County and Fox Valley Technical College  
Submitted by:  
AVIATION COMMITTEE
- RESOLUTION NO. 077-102018: Authorize Execution of Airport Facilities Use Agreement Between Oshkosh Corporation and Winnebago County  
Submitted by:  
AVIATION COMMITTEE

Respectfully submitted,  
Susan T. Ertmer  
Winnebago County Clerk

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

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

**Special Orders Session  
September 4, 2018**

**and**

**Adjourned Session  
September 18, 2018**

**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, SEPTEMBER 4, 2018**

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

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

The following Supervisors were present: 32 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Hogan, Albrecht, Gabert, Binder, Wallin, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis and Snider. Excused: 1 – Wise. Absent: 3 - Spellman, Wojciechowski and Joas.

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

**PUBLIC HEARING**

No one from the public addressed the board.

**COMMITTEE REPORTS**

No committee reports.

**CHAIRMAN'S REPORT**

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

Chairman Ramos announced that Supervisor Robl asked the board to help celebrate his 91<sup>st</sup> birthday by having a piece of birthday cake.

**TAXIWAY "A" RECONSTRUCTION CAPITAL PROJECT**

Jim Schell, Airport Director, presented to the board the capital project of reconstructing Taxiway A (Alpha) at the airport. This taxiway was built in 1967, which makes it over fifty years old. This is the full taxiway next to the primary runway for the airport. It is 10,000 feet long and 50 feet wide.

Mr. Schell described in detail the pavement conditions and how the taxiway is utilized during EAA. The primary goal is to reconstruct/rehabilitate the pavement of 8,200 linear feet of this taxiway; adding five foot paved shoulders for safety issues; replacing current lights with LED lights; and improve storm drainage. This would also include reconstructing five taxiway connectors that intersect with this taxiway.

The funding for this project will be roughly \$5,500,000.00. \$5,250,000.00 is FAA discretionary funds. The total projected cost for the project is \$10,500,000.00. Mr. Schell intends to look at all aspects to make sure everything is in line.

Mr. Schell provided outlines of the project. They hope to begin design work this fall and to be able to start the construction project in 2020. This would be phase one of the project. The county's portion of \$15,000 for engineering and design will be brought to the September 18 county board meeting for approval.

Mr. Schell then took questions from the board. A copy of this presentation is available on the county's website: <https://www.co.winnebago.wi.us/node/13898> or in the County Clerk's office.

**AVIATION BUSINESS PARK TAXIWAY CAPITAL PROJECT**

Jim Schell, Airport Director, presented to the board the capital project of constructing an Aviation Business Park taxiway to connect the Aviation Business Park to the Airport. In 2013, the City of Oshkosh and Winnebago County partnered to purchase 80 acres of land adjacent to the airport for the Aviation Business Park; the city purchased 50 acres and the county 30 acres.

The City of Oshkosh has provided about \$3 million in improvements to this property which includes, sewer, water, electric and pavement. To date, the business park has not been connected to the airport. The business park would benefit greatly by this connection.

Mr. Schell discussed the funding for this project. At the September 18, 2018 meeting, he will be coming to the board for \$45,000.00 for the design of this project. The estimated construction cost for this project is \$500,000.00.

Mr. Schell then took questions from the board. A copy of this presentation is available on the county's website: <https://www.co.winnebago.wi.us/node/13898> or in the County Clerk's office.

**CAPITAL PROJECT STATUS REPORT**

Vicky Fitzgerald, Director of Finance, presented a timeline of all capital improvement projects that shows the completion date and status of all of these projects. This report shows the resolution number, when the project was approved, the date it was

approved and first funded, the amount that was budgeted for the project, the amount that was actually spent, and if the project was over or under the actual budget. The report shows the status and the completion of the project. The report also includes the total authorized budget for all projects, the actual amount spent for all projects and the total amount over or under budget for these projects. She spoke about projects that she felt the board would be most interested in. Ms. Fitzgerald stated that this report will be included in the county board packets each month.

Ms. Fitzgerald pointed out that capital projects are borrowed from bond proceeds. They can only be spent on capital projects and/or debt repayment. The borrowed amount needs to be spent within two years or you can be penalized, then the bond issues would be taxable. The Finance Department has a report of all transactions regarding all general fund transfers. This is watched very closely.

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

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adjourn until the Board's next meeting on Tuesday, September 18, 2018. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:30 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 September 4, 2018.

Julie A. Barthels  
Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, SEPTEMBER 18, 2018**

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

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

The following Supervisors were present: 33 - Konetzke, Brunn, Borchart, Ramos, Defferding, Lenz, Smith, Hogan, Spellman, Albrecht, Gabert, Binder, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Buck, Powers, Locke, Wise, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 3 – Eisen, Wallin and Schorse.

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

**PUBLIC HEARING**

No one from the public addressed the board.

**COMMUNICATIONS AND PETITIONS**

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

- Resolutions from other counties:
  - Jackson County – Resolution 30-8-2018: “Urging the State of Wisconsin to Increase Compensation for Defense Counsel Assigned by the State Public Defender” was referred to the Legislative Committee.
  - Pepin County – Resolution No. 20-18: “Support for HR 54.29 – SIREN Act of 2018” was referred to the Legislative Committee.
  - Racine County – Resolution No. 2018-45: “Resolution by Government in Support of Increased Public Defender Access and Pay” was referred to the Legislative Committee.
  - Waushara County – Resolution No. 38-08-18: “In Support of Increased Public Defender Access and Pay” was referred to the Legislative Committee.
- Notice of Claim:
  - Notice of Claim from Bob Messerschmidt for damage to his vehicle when it was hit by a County Highway Department vehicle on August 14, 2018 was referred to the Personnel and Finance Committee.
  - Notice of Claim from Bobbi Jo Stockero for damage to her boat that occurred on July 15, 2018 by the Winnebago County Sheriff's Department boat when checking for her registration was referred to the Personnel and Finance Committee.
- Zoning Petition:
  - No. 01 – A zoning request from Michael J. Werth, Town of Vinland; for tax parcel no. 026-0256-02; to rezone from A-2 General Agriculture District to R2 Suburban Residential District to build a home was referred to the Planning and Zoning Committee.

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Finch reported that there will be the Annual Wheel Chair Wash to be held at Bergstrom Cadillac, 150 N. Green Bay Road, Neenah from 10:00 a.m. to 2:00 p.m. on Saturday, September 22, 2018. There will be food and music at this event. Supervisor Finch encouraged everyone to come and enjoy.

Supervisor Egan reported that there will not be a Legislative Committee meeting in September.

Motion by Supervisor Konetzke and seconded by Supervisor Finch to approve the proceedings from the August 21, 2018 county board meeting with a correction from Supervisor Eisen to his committee report on Page 48.  
CARRIED BY VOICE VOTE.

**COUNTY EXECUTIVE'S REPORT**

Executive Mark Harris reported that the 2019 budget book is being finalized.

Executive Harris spoke in support of the following resolutions:

- Resolution No. 068-092018 – Authorize Transfer of \$45,000 from the Airport Fund Balance to a Capital Project Fund for the Engineering and Design Costs to Construct a Taxiway at the Aviation Business Park.
- Resolution No. 069-092018 – Authorize Transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the Reconstruction of Taxiway A (Alpha) for Winnebago County's Share of Engineering and Design Costs.

**COUNTY EXECUTIVE'S APPOINTMENTS**

**BOARD OF HEALTH**

Executive Harris asked for the Board's approval of his appointment of David Allen Zerbe, 1031 Washington Avenue, Oshkosh, to the Board of Health. This is a two-year term which will expire July 1, 2020.

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

**COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Ramos reported that Supervisors Schorse and Eisen were excused from this meeting.

Chairman Ramos recognized Supervisor Snider for his appointment as Vice-Chairman of the NACo Veteran's Service Committee.

Chairman Ramos reminded all supervisors of the Wisconsin Counties Association Conference to be held September 23 – 25, 2018 in LaCrosse, WI.

Chairman Ramos reminded all Supervisors that the County Board's Budget Hearings will start on Monday, October 29 at 6:00 p.m. in the County Board room and continue on Tuesday, October 30 at 8:30 a.m. Supervisors should confirm with the County Clerk's office if they want the budget book electronically or a hard copy.

**ZONING REPORTS & ORDINANCES**

No zoning reports or ordinances for September.

**RESOLUTIONS & ORDINANCES**

**RESOLUTION NO. 068-092018: Authorize Transfer of \$45,000 from the Airport Fund Balance to a Capital Project Fund for the Engineering and Design Costs to Construct a Taxiway at the Aviation Business Park**

WHEREAS, in 2013, in a joint venture between the City of Oshkosh and the County of Winnebago, eighty (80) acres of land were purchased on the southeast side of Wittman Regional Airport for the development of an Aviation Business Park. Currently, approximately fifty (50) acres are owned by the County of Winnebago, and thirty (30) acres are owned by the City of Oshkosh; and

WHEREAS, since the initial land purchase, the City of Oshkosh has constructed improvements to the business park, which is currently valued at approximately \$3 million; and

WHEREAS, constructing a 370" long by 50" wide taxiway connecting the Aviation Business Park to the Airport grounds will cause the business park to be attractive to and fully capable of being developed by entities who wish to construct facilities on either side of Aerolnnovate Way; and

WHEREAS, development efforts aimed at attracting new entities to the business park have been underway for several years; however, the lack of a physical connection between the airport grounds and the business park has a been a detractor; and

WHEREAS, this project is part of the five (5)-year capital improvement plan and is scheduled to begin in 2018; and

WHEREAS, The Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation (DOT) may make funding available for reimbursement once an entity or company has constructed a facility in the park or has signed an agreement to do so; and

WHEREAS, the total cost to construct the taxiway is currently estimated to be \$500,000; and

WHEREAS, the total project funding is not immediately available, but engineering and design work need to be completed so that Winnebago County will be prepared to proceed with the project when the funds become available; and

WHEREAS, the engineering and design work is currently estimated to cost \$45,000.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$45,000 from the Airport Fund Balance to a capital project fund for the purpose of paying the engineering and design costs to construct a 370" X 50" taxiway connecting the Aviation Business Park to Wittman Regional Airport grounds.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that when the project is ready to move forward with construction, the Wittman Regional Airport Director, with the support of the Aviation Committee, will submit a resolution asking the Board to approve funding for the entire project.

Submitted by:  
AVIATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Gabert and seconded by Supervisor Lautenschlager to adopt. Supervisor Gabert noted that an amendment needed to be made to Line 14 to read as follows: "Whereas, constructing a 370 feet long by 50 feet wide taxiway..."; Line 19 to read as follows: "a been a detractor; and"; and Line 33 to read as follows: "the engineering and design costs to construct a taxiway connecting the Aviation Business Park to ...". Vote on Amendment: CARRIED BY VOICE VOTE.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

**RESOLUTION NO. 069-092018: Authorize Transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the Reconstruction of Taxiway A (Alpha) for Winnebago County's Share of Engineering and Design Costs**

WHEREAS, Taxiway A ("Alpha"), the 50" wide parallel runway to Runway 18/36, the primary runway at Wittman Regional Airport, is in need of reconstruction; and

WHEREAS, in addition to serving as the full parallel taxiway to Runway 18/36, Taxiway A serves a critical role for the annual EAA AirVenture fly-in and convention as a second primary runway; and

WHEREAS, major portions of Taxiway A were constructed in 1967 and are reaching the end of their useful life span; and

WHEREAS, in 2015, an inspection of airport pavements commissioned by the Wisconsin Department of Transportation (DOT) Bureau of Aeronautics (BOA) noted that the Pavement Condition Index (PCI) Report showed large sections of pavement on Taxiway A were deteriorating and were slated for reconstruction and forecasted that the primary section of Taxiway A to be reconstructed will fall below the minimum service level by 2021; and

WHEREAS, reconstruction of Taxiway with concrete will achieve an estimated thirty (30) to fifty (50) year life span and match the aircraft wheel loading strength associated with Runway 18/36; and

WHEREAS, this project has been included in the Federal Aviation Administration (FAA) and the Wisconsin Department of Transportation (DOT) capital improvement plan with \$6,000,000 currently programmed for construction funding and \$300,000 programmed for engineering and design funding; and

WHEREAS, this project is part of the five (5)-year capital improvement plan and is scheduled for 2018; and

WHEREAS, available funding for the engineering and design work from the FAA (90%) and the WI DOT (5%) will cover 95% of the project costs; and

WHEREAS, the total cost to complete the design phase of this project is estimated to be \$300,000, making Winnebago County's share \$15,000; and

WHEREAS, it is anticipated that the programmed construction funding will become available in 2019.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of \$15,000 from the Airport Fund Balance to a Capital Project Fund for the purpose of paying Winnebago County's share of engineering and design costs.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that when the project is ready to move forward with construction, the Aviation Committee at the request of the Airport Director will submit a resolution asking the Board to approve funding for the construction phase of this project.

Submitted by:

AVIATION COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Gabert and seconded by Supervisor Powers to adopt. Supervisor Gabert noted that an amendment needed to be made to Line 8 to read as follows: "Whereas, Taxiway A ("Alpha"), the 50 feet wide parallel runway to Runway Taxiway 18/36, the primary runway"; and Line 18 to read as follows: "Whereas, reconstruction of Taxiway A with concrete will achieve an estimated thirty (30) to fifty (50) year". Vote on Amendment: CARRIED BY VOICE VOTE.

Vote on Resolution as Amended: CARRIED BY VOICE VOTE.

**RESOLUTION NO. 070-092018: Authorize the Public Health Department to Accept Grants and Donations from Four Separate Grant Programs, Totaling \$72,300, and Appropriate the Funds to Program Expenses**

WHEREAS, the Winnebago County Public Health Department received grant funds from four separate grant programs/donations: Hospital Preparedness Grant, Opioid Harm Prevention Grant, United Way donation, and Anthem Blue Cross / Blue Shield donation; and

WHEREAS, the Hospital Grant is a pass-through grant for which Winnebago County is the fiscal agent. The Health Care Coalition is the agency that manages the Program, which gives approval to various hospitals and other health care providers to purchase emergency preparedness equipment, and which is then reimbursed through the Hospital Grant; and

WHEREAS, the Opioid Harm Prevention Grant is a new funding source that helps to assess local situations and needs for the opioid epidemic; and

WHEREAS the United Way donation is a new funding source that, pursuant to a policy recently passed by the City of Oshkosh, provides signage for Oshkosh parks notifying park-goers that the location is a tobacco free area; and

WHEREAS the Anthem Blue Cross / Blue Shield donation is a new funding source that provides literature to increase community awareness of tobacco free parks in Oshkosh; and

WHEREAS, the total funds from these grants exceed the estimated totals included in the 2018 Budget, as the amounts of these funds were unknown at the time the Budget was prepared; 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 additional grant funding and donations totaling \$72,300 and appropriate the funds in order to meet the Grant Programs' objectives as outlined in the attached Public Health Grants Adjustment, incorporated herein by reference and made a part of this Resolution.

Submitted by:

BOARD OF HEALTH

PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 071-092018: Authorize Borrowing an Amount Not to Exceed \$8,075,000, and Authorize the Issuance and Sale of General Obligation Promissory Notes Therefore**

WHEREAS, the Board of Supervisors of Winnebago County, Wisconsin (the "County") hereby finds and determines that it is necessary, desirable, and in the best interest of the County to raise funds for the purpose of paying the cost of constructing, remodeling, and improving roads, highways, bridges, buildings, and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures, and equipment (the "Project"), and there are insufficient funds on hand to pay said costs; and

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that the Project is within the County's power to undertake and, therefore, serves a "public purpose" as that term is defined in §67.04(1)(b), Wis Stats; and

WHEREAS, counties are authorized by the provisions of §67.12(12), Wis Stats, to borrow money and to issue general obligation promissory notes for such public purposes; and

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$8,075,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that;

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to §67.12(12), Wis Stats, a principal sum not to exceed EIGHT MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) from a purchaser or purchasers to be determined by competitive sale (the "Purchaser").

Section 2. Sale of the Notes. To evidence such indebtedness, the Winnebago County Chairperson and Winnebago County Clerk are hereby authorized, empowered, and directed to make, execute, issue, and sell to the Purchaser for, on behalf of, and in the name of the County, general obligation promissory notes aggregating a principal amount not to exceed EIGHT MILLION SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) (the "Notes"). There be and there hereby is levied on all the taxable property in the County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

Section 3. Notice of Sale. The County Finance Director (in consultation with the County's financial advisor, Robert W. Baird & Co. Incorporated) is hereby authorized and directed to cause notice of the sale of the Notes to be disseminated at such times and in such manner as the Finance Director may determine.

Section 4. Official Notice of Sale. The Winnebago County Finance Director (in consultation with the County's financial advisor, Robert W. Baird & Co. Incorporated) shall also cause an Official Notice of Sale to be prepared and distributed and may prepare or cause to be prepared and distributed an Official Statement or other form of offering circular.

Section 5. Award of the Notes. Following receipt of bids for the Notes, the Winnebago County Board of Supervisors shall consider taking further action to provide the details of the Notes and to award the Notes to the lowest responsible bidder or bidders therefore.

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules, or other actions of the Winnebago County Board of Supervisors, or any parts thereof, in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

Motion by Supervisor Robl and seconded by Supervisor Finch to adjourn until the October 16, 2018 meeting at 6:00 p.m. The meeting was adjourned at 6:30 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 September 18, 2018.

Julie A. Barthels  
Winnebago County Deputy Clerk

**Please note the correction of the date for the April 2019  
business meeting that was printed in the 2018-2019 Official Directory.**

October 30	Budget	8:30 A.M.
October 31	Budget	8:30 A.M.
November 1	Budget	8:30 A.M.
November 20	Business	6:00 P.M.
December 17	Christmas Party	6:00 P.M.
December 18	Business	6:00 P.M.

**2019**

January 8	Special Orders	6:00 P.M.
January 15	Business	6:00 P.M.
February 12	Business	6:00 P.M.
March 5	Special Orders	6:00 P.M.
March 19	Business	6:00 P.M.
<del>April 23</del>	<del>Business</del>	<del>6:00 P.M.</del>
<b>April 16</b>	<b>Business</b>	<b>6:00 P.M.</b>
May 7	Special Orders	6:00 P.M.
May 20	Tour	8:30 A.M.
May 21	Business	6:00 P.M.
June 18	Business	6:00 P.M.
July 16	Business	6:00 P.M.
August 20	Business	6:00 P.M.
September 3	Special Orders	6:00 P.M.
September 17	Business	6:00 P.M.
October 15	Business	6:00 P.M.
October 28	Budget	6:00 P.M.
October 29	Budget	8:30 A.M.
October 30	Budget	8:30 A.M.
October 31	Budget	8:30 A.M.
November 19	Business	6:00 P.M.
December 16	Christmas Party	6:00 P.M.
December 17	Business	6:00 P.M.

**18.0 GENERAL DUTIES OF THE COUNTY BOARD**

**18.1 COMMITTEES, COMMISSIONS, BOARDS**

**18.2** The County Board shall be the Board of Jurisdiction for all County Board standing committees.

**18.3** Any decision of any Standing Committee may be appealed to the Board by any Supervisor at any regular or special Board meeting.

**18.4** Any County Board Member may attend, without voting privileges, any open or closed meeting of any County Board Committee, Commission or Board.

**18.5** The public may attend any open meetings of the County Board, and/or its Committees, Commissions, or Boards.

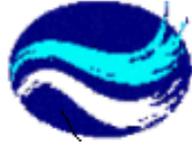
**18.6** No County Board member shall permanently chair more than one committee. This rule shall not apply to the chair of the Legislative Committee.

**19.0 ANNUAL TOUR**

**19.1** The County Board shall make an annual inspection of County owned properties and facilities during the month of May.

**19.2** The agenda for this tour shall be compiled by the County Board Chair.

Shiloh J. Ramos  
Chairman  
County Board



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

(920) 232-3430  
FAX (920) 232-3435

**Winnebago County**

Office of the County Clerk

*The Wave of the Future*

TO: Members of the Winnebago County Board

FROM: Shiloh Ramos

DATE: October 16, 2018

RE: Appointment to the Judiciary & Public Safety Committee / Emergency Management Committee

Subject to your approval, I am appointing Supervisor Vicki Schorse to the Judiciary & Public Safety Committee / Emergency Management Committee. Supervisor Schorse will replace Supervisor Tim Hogan, who has resigned from these committees.

Thank you in advance for your support of this appointment.

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2018-ZC-4590 filed with the County Clerk by:

INTEGRITY CONSTRUCTION LLC, Town of VINLAND and referred to the Planning and Zoning Committee on 9/18/2018 and

WHEREAS, a Public Hearing was held on 9/25/2018, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: INTEGRITY CONSTRUCTIONS LLC,  
Agent(s): N/A

Location of Premises Affected: 6811 WOODENSHOE RD, NEENAH, WI 54956

Legal Description: Being all of Lot 1 of CSM-7383, located in the NE 1/4 of the NE 1/4, Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin.

Tax Parcel No.: 026-0256-02

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 checked="" type="checkbox"/>	Wetlands		

WHEREAS,  
Applicant is requesting a rezoning to R-2 Suburban Low Density Residential,

And  
WHEREAS, we received notification from the Town of VINLAND 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:

Town Findings: The Town of VINLAND has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows:

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

County Findings:

- 1) The Town of Vinland has approved.
- 2) There were no objectors
- 3) Proposed use is compatible with adjacent uses.
- 4) Zoning Map Amendment/Zoning Change is required as a condition of plat/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 # 10/01/18**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4590 as follows:

Being all of Lot 1 of CSM-7383, located in the NE 1/4 of the NE 1/4, Section 12, Township 19 North, Range 16 East, Town of Vinland, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: R-2 Suburban Low Density Residential,

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

David Albrecht, Chairperson

ATTEST:

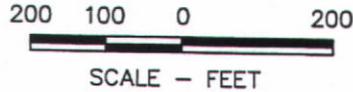
Susan T. Ertmer, Clerk

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

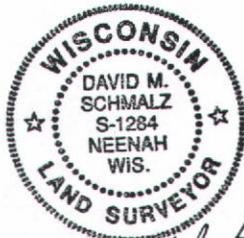
\_\_\_\_\_  
Mark Harris  
County Executive

County Board Supervisory district **30 FARREY**

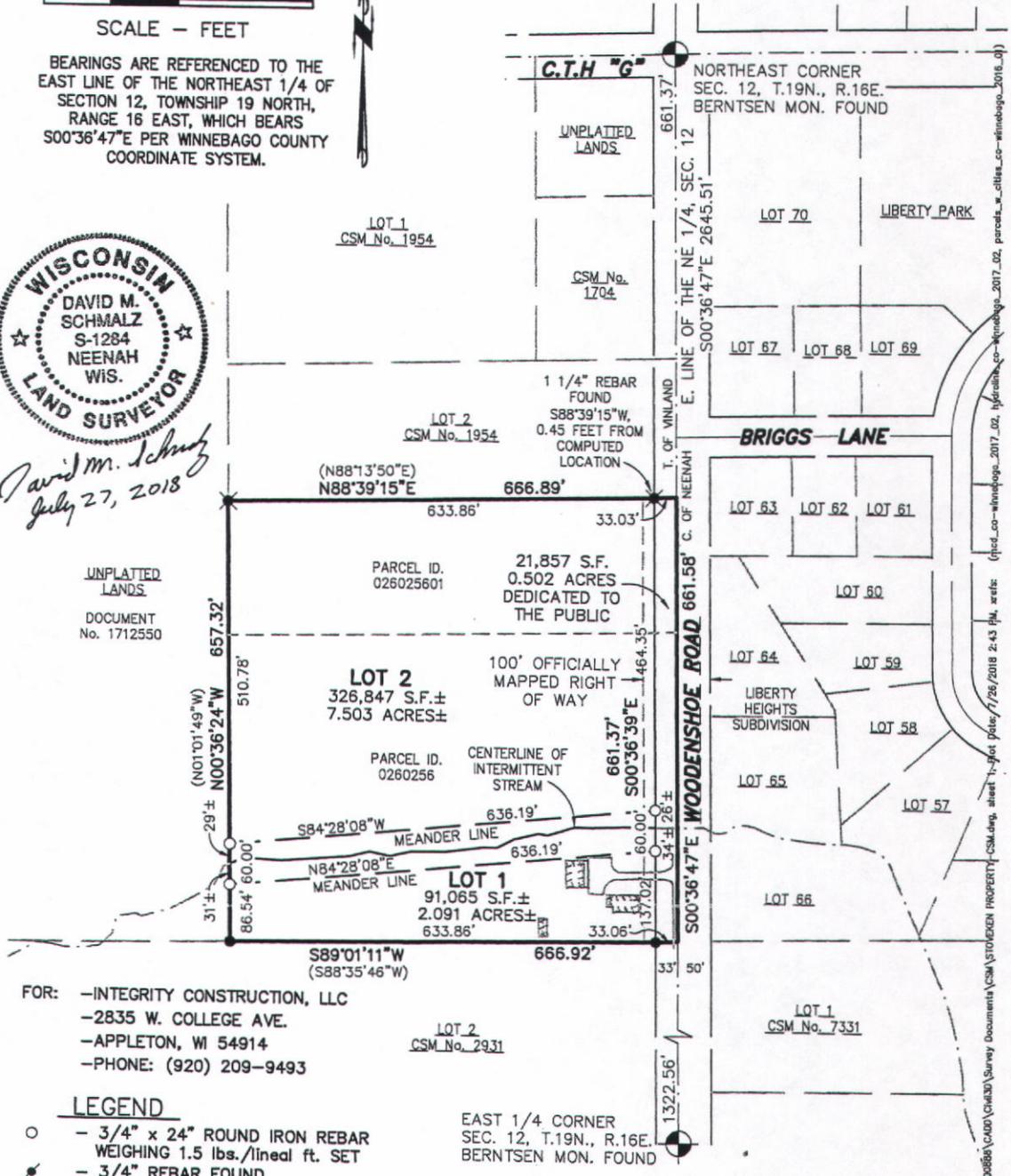
A PART OF THE NORTHEAST 1/4 OF THE  
 NORTHEAST 1/4 OF SECTION 12, TOWNSHIP 19  
 NORTH, RANGE 16 EAST, TOWN OF VINLAND,  
 WINNEBAGO COUNTY, WISCONSIN



BEARINGS ARE REFERENCED TO THE  
 EAST LINE OF THE NORTHEAST 1/4 OF  
 SECTION 12, TOWNSHIP 19 NORTH,  
 RANGE 16 EAST, WHICH BEARS  
 S00°36'47"E PER WINNEBAGO COUNTY  
 COORDINATE SYSTEM.



*David M. Schmalz*  
 July 27, 2018



FOR: -INTEGRITY CONSTRUCTION, LLC  
 -2835 W. COLLEGE AVE.  
 -APPLETON, WI 54914  
 -PHONE: (920) 209-9493

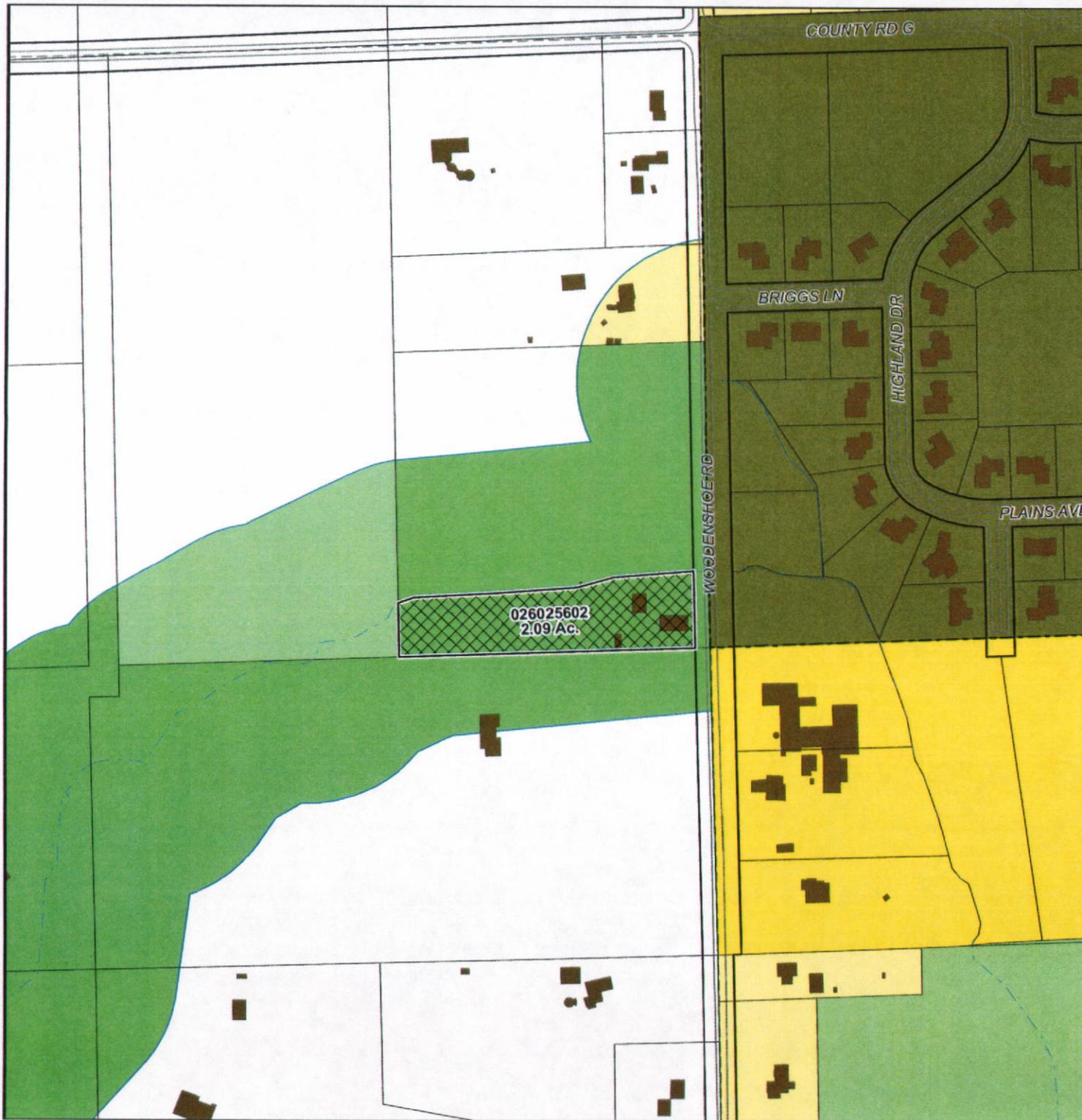
- LEGEND**
- - 3/4" x 24" ROUND IRON REBAR WEIGHING 1.5 lbs./lineal ft. SET
  - ⚡ - 3/4" REBAR FOUND
  - - 1" IRON PIPE FOUND (1.315" O.D.)
  - ⊗ - 1 1/4" REBAR FOUND
  - ⊙ - CERTIFIED LAND CORNER WINNEBAGO COUNTY
  - ( ) - RECORDED BEARING AND/OR DISTANCE
  - S.F. - SQUARE FEET

DRAFTED BY: COREY KALKOFEN

**McMAHON**  
 ENGINEERS ARCHITECTS

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

\projects\2008\17008680\CADD\civil\Survey Documents\Csm\STORIKEN PROPERTY\Csm.dwg, sheet 1, plot file: 7/26/2018 2:43 pm, sets: (plot\_co-winnbago\_2017\_02, hydrains\_co-winnbago\_2017\_02, parcels\_w-dtss\_co-winnbago\_2016\_01)



**Application #18-ZC-4590**

Date of Hearing:

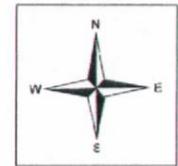
September 25, 2018

Owner(s):

Integrity Construction LLC

Subject Parcel(s):

026025602



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 #18-ZC-4590

Date of Hearing:

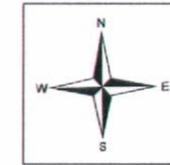
September 25, 2018

Owner(s):

Integrity Construction LLC

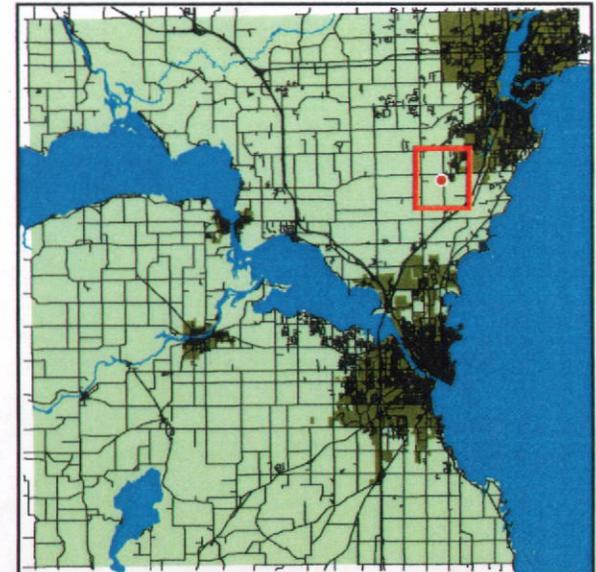
Subject Parcel(s):

026025602

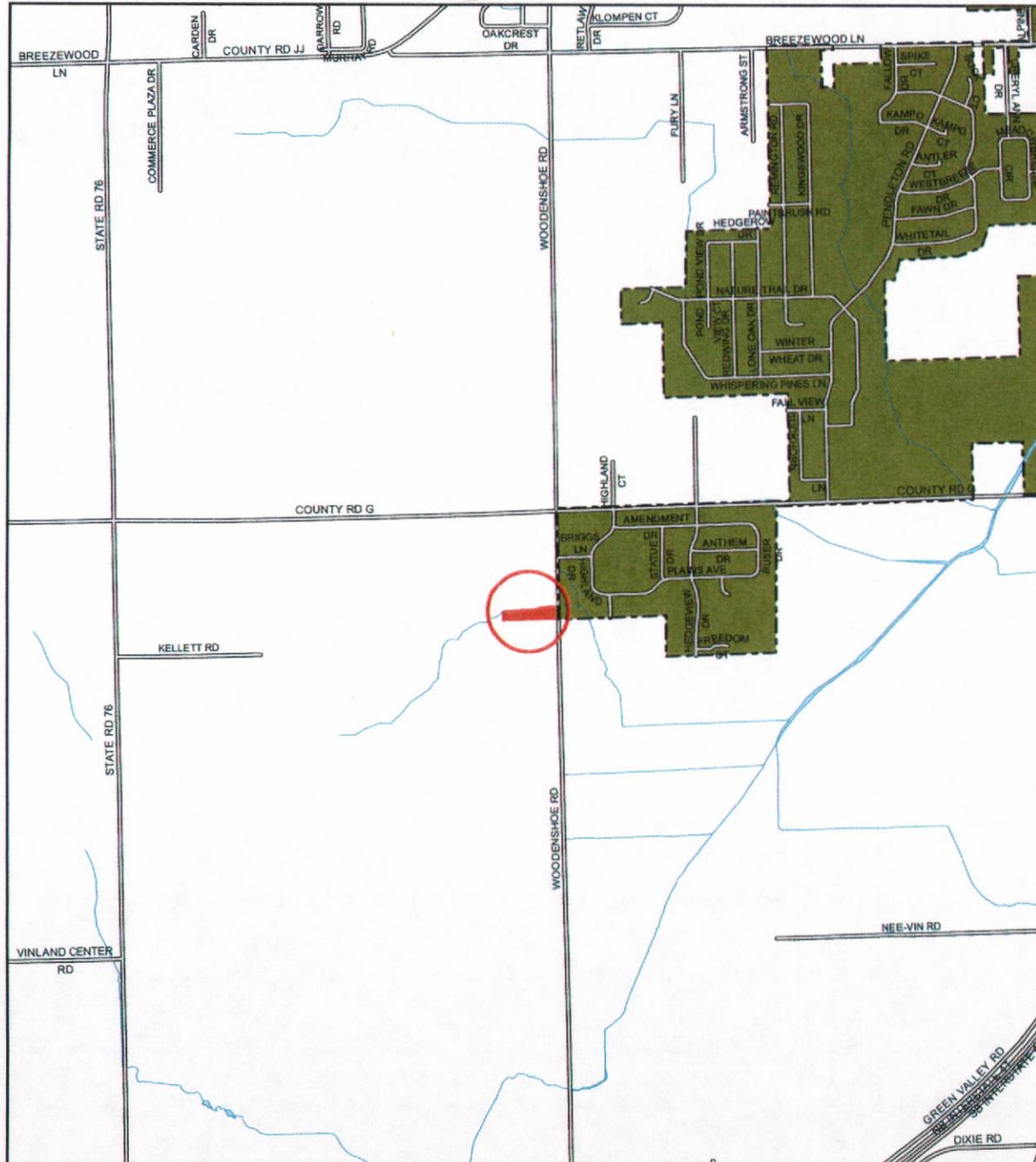


Winnebago County  
WINGS Project

● = 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 2018-ZC-4560 filed with the County Clerk by:

STREBLOW, RANDALL B, Town of NEKIMI and referred to the Planning and Zoning Committee on 8/21/2018 and

WHEREAS, a Public Hearing was held on 8/28/2018, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: STREBLOW, RANDALL B  
Agent(s):

Location of Premises Affected: WEST OF 3361 DOYLE LN  
OSHKOSH, WI 54902

Legal Description: Being a part of Lot 2 of CSM-6154 located in the SE 1/4 of the NE 1/4, and also part of the SW 1/4 of the NE 1/4, all in Section 22, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0390(p) & 012-0391-23(p)

Sewer:	<input type="checkbox"/>	Existing	<input checked="" type="checkbox"/>	Required	<input checked="" type="checkbox"/>	Municipal	<input 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 checked="" type="checkbox"/>	Wetlands		

WHEREAS,  
Applicant is requesting a rezoning to A-2 General Agriculture,

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

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

The Town of NEKIMI has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: 1) Town does have an adopted plan

2) Action does agree with Town adopted Town plan

1) The Town of Nekimi has approved.

2) There were no objectors

3) Proposed use is compatible with adjacent uses.

4) Zoning Map Amendment/Zoning Change is required as a condition of plat/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 3-0.

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 # 10/02/18**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2018-ZC-4560 as follows:

Being a part of Lot 2 of CSM-6154 located in the SE 1/4 of the NE 1/4, and also part of the SW 1/4 of the NE 1/4, all in Section 22, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

FROM: R-8 Manufactured/Mobile Home Park,  
A-2 General Agriculture,

TO: A-2 General Agriculture,

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

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

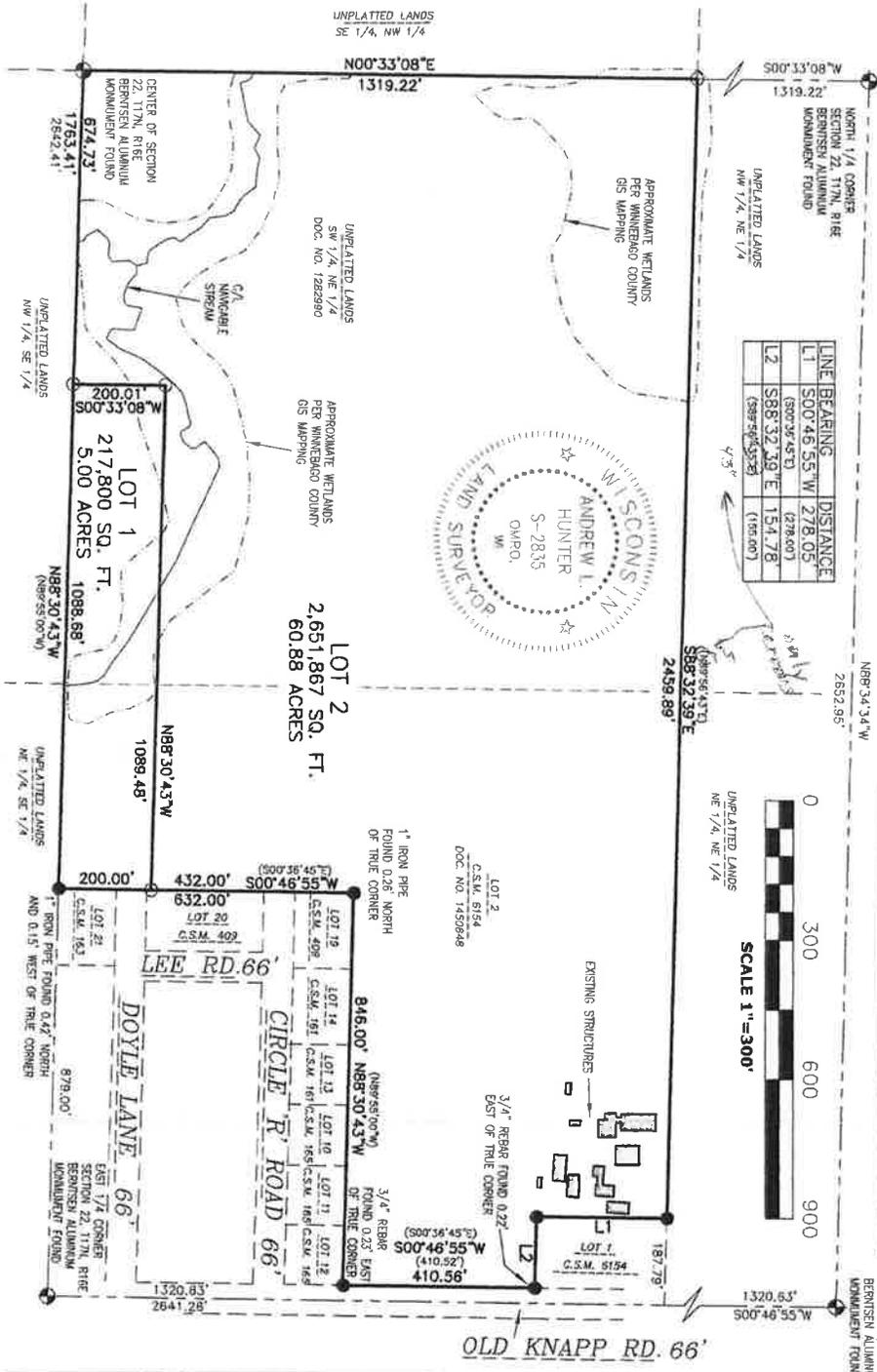
APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Mark Harris  
County Executive

County Board Supervisory district 32- KELLER

**CERTIFIED SURVEY MAP NO. \_\_\_\_\_ SHEET 1 OF 3**

BEING THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, ALSO ALL OF LOT 2 CERTIFIED SURVEY MAP NO. 6154 BEING PART OF THE SOUTHEAST 1/4, NORTHEAST 1/4, ALL IN SECTION 22, TOWNSHIP 17 NORTH, RANGE 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY, WISCONSIN.



LINE	BEARING	DISTANCE
L1	S00°46'55\"W	278.05'
L2	S88°32'19\"E	154.78'

**NOTES**  
 ALL DISTANCES ARE MEASURED TO THE NEAREST HUNDRETH OF A FOOT.  
 BEARINGS ARE BASED ON THE WISCONSIN COUNTY COORDINATE SYSTEM (WINNEBAGO COUNTY) MAD 83(97), WHERE THE SOUTH LINE OF THE NE 1/4 OF SECTION 22, TOWNSHIP 17 NORTH, RANGE 16 EAST BEARS N88°30'43\"W.

**SUBDIVIDER**  
 RANDALL B. STREIBLOW  
 1185 OLD KNAPP RD  
 OSHKOSH, WI 54902  
 TAX PARCEL NUMBERS  
 012039122 AND 0120390

**LEGEND**  
 ( ) DENOTES RECORDED DIMENSION WHERE DIFFERENT FROM ACTUAL MEASUREMENT  
 ● DENOTES 3/4 INCH DIAMETER IRON REBAR FOUND, UNLESS OTHERWISE NOTED.  
 ○ DENOTES 1 INCH INSIDE DIAMETER IRON PIPE 18 INCHES LONG SET, WEIGHING NOT LESS THAN 1.13 LBS PER LINEAL FOOT.



06/08/2018	<p><b>WISCONSIN</b>                  LAND SURVEYING INC.  <i>Professional Service You Can Trust</i></p>
PROJECT 5472	
SHEET 1 OF 3	
5020 LEONARD POINT RD. OSHKOSH, WI 54904 www.wisconsinlandsurveying.com (920)410-7744	

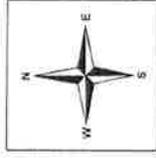


**Application #18-ZC-4560**

Date of Hearing:  
August 28, 2018

Owner(s):  
Streblow, Randall B.

Subject Parcel(s):  
0120390(P) & 012039123(P)



Winnebago County  
WINGS Project

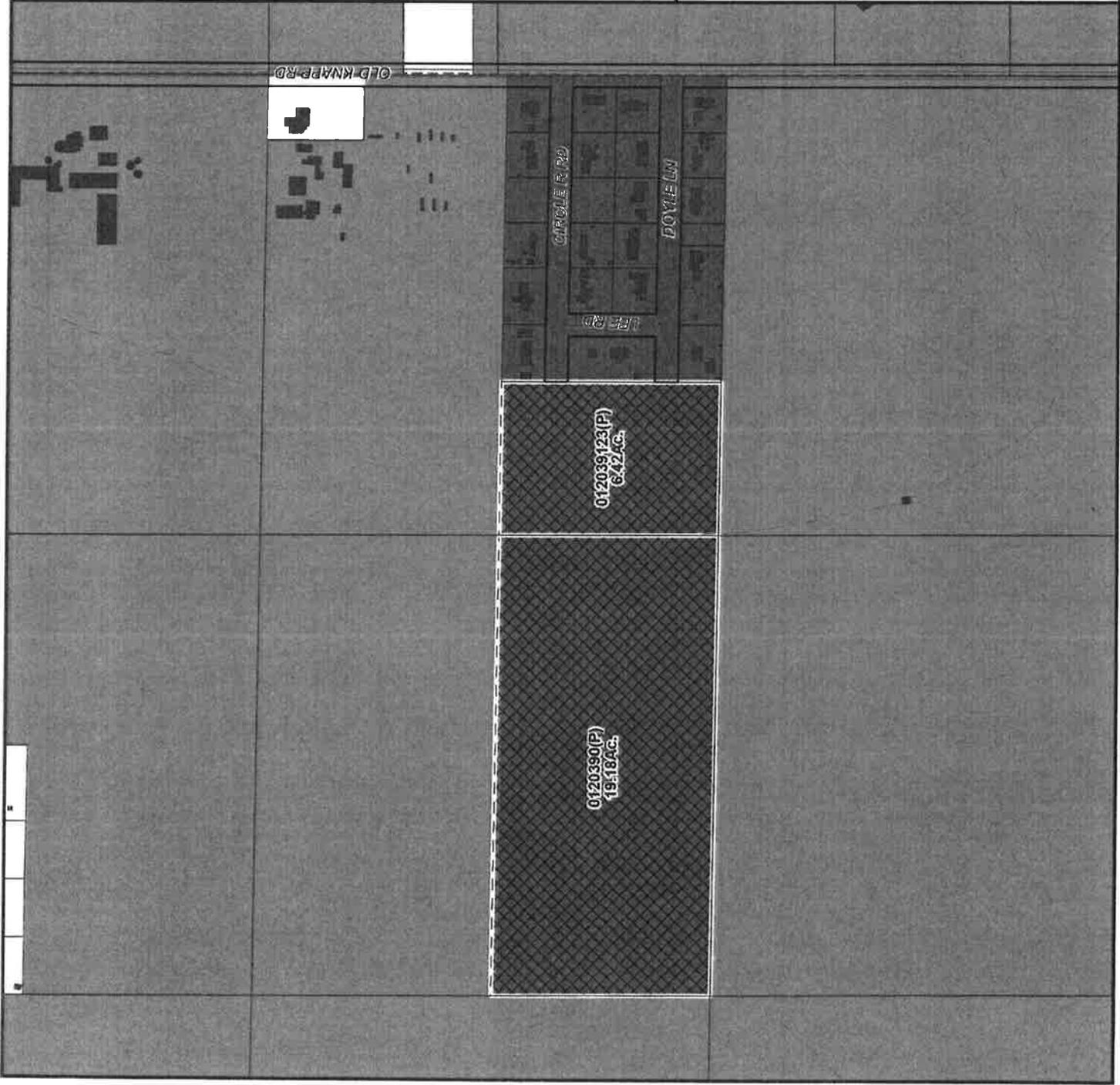
Scale  
1 inch : 400 feet

**County Zoning Districts**

R-1	FDD	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

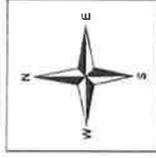


**Application #18-ZC-4560**

Date of Hearing:  
August 28, 2018

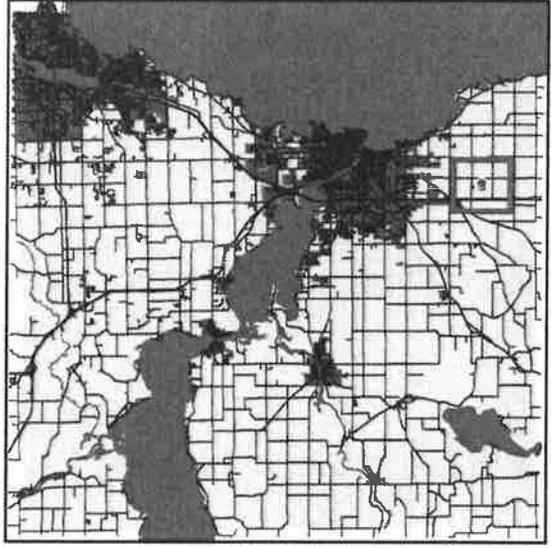
Owner(s):  
Streiblow, Randall B.

Subject Parcel(s):  
0120390(P) & 012039123(P)



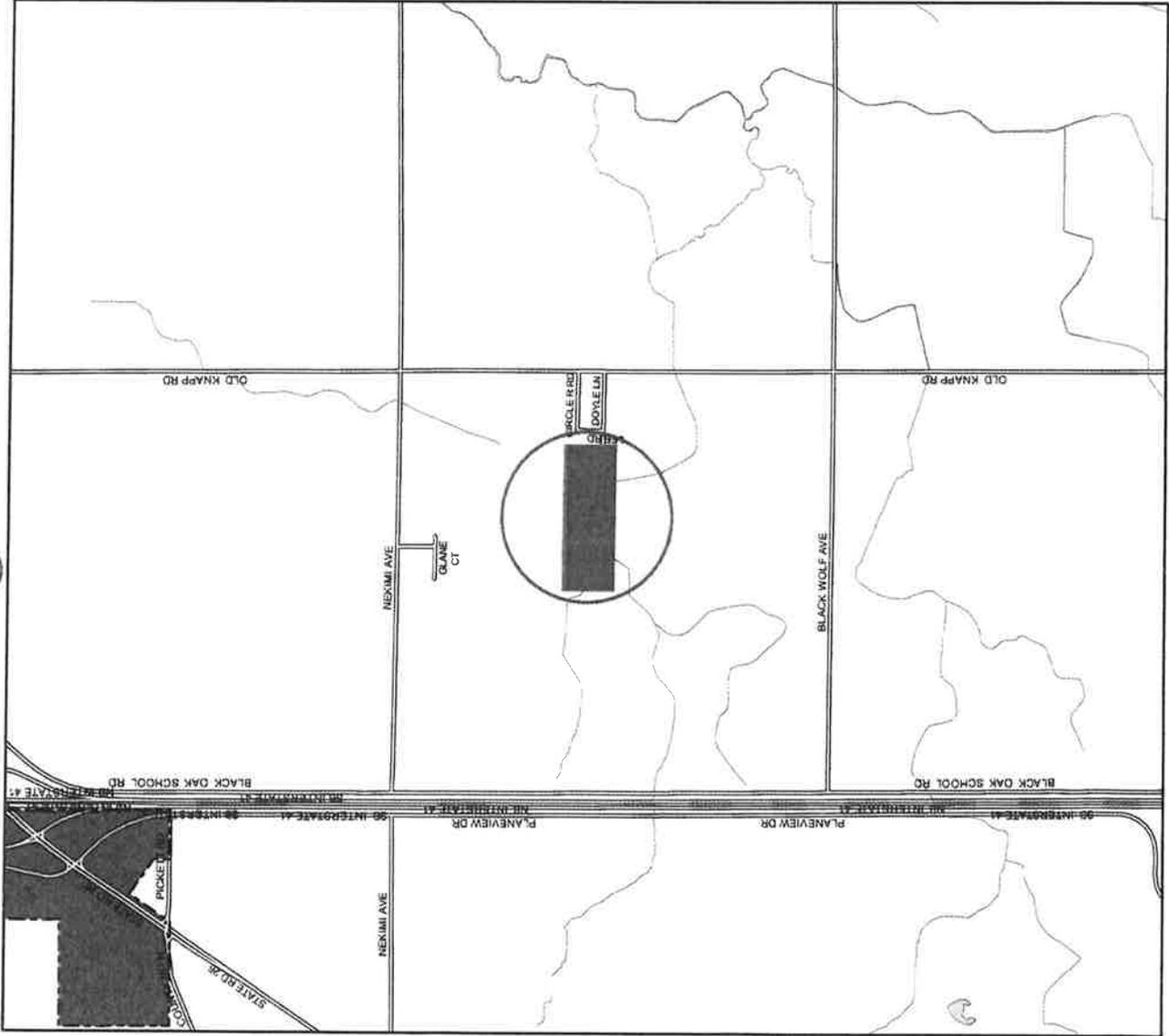
Winnebago County  
WINGS Project

● = SITE



WINNEBAGO COUNTY

○ = SITE



1 inch : 2,000 feet

1 056-072018

2 **RESOLUTION: Advocate the State Legislature to Prohibit the Use and Practice of**  
3 **Conversion Therapy to Minors Within the State of Wisconsin**  
4

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

6 **WHEREAS**, the Human Rights Campaign has rated Oshkosh 29th out of 100 in its 2017 Municipal Equality  
7 Index, which examines how inclusive state, county, and city laws, policies, and services are of the LGBTQ people  
8 who live and work in Oshkosh.

9 **WHEREAS**, conversion therapy is a practice that is detrimental to the mental, emotional, and physical well-  
10 being of LGBTQ individuals; and

11 **WHEREAS**, "conversion therapy" means any practice that seeks to change an individual's gender  
12 expression, gender identity, or sexual orientation, including efforts to change behaviors or to eliminate or reduce  
13 sexual or romantic attractions or feelings toward individuals of the same sex; and

14 **WHEREAS**, "conversion therapy" does not include counseling or therapy that provides acceptance, support,  
15 and understanding of the individual or the facilitation of an individual's coping, social support, and identity exploration  
16 and development, including sexual orientation-neutral interventions to prevent or address unlawful conduct or unsafe  
17 sexual practices, or counseling for an individual seeking to transition from one gender to another.

18 **WHEREAS**, California, Connecticut, District of Columbia, Hawaii, Illinois, Maryland, Nevada, New  
19 Hampshire, New Jersey, New Mexico, Oregon, Rhode Island, Vermont, and Washington, have all banned conversion  
20 therapy for minors in their states; and

21 **WHEREAS**, 34 cities and/or counties including Milwaukee, WI, have passed local conversion therapy bans.

22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that Winnebago  
23 County hereby advocates the prohibition of conversion therapy practices for individuals under 18 years of age in the  
24 State of Wisconsin.  
25

26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby supports the  
27 implementation of a ban against the use of conversion therapy practices for individuals under the age of 18 pursuant  
28 to amendments to the Wisconsin State Statutes and Administrative Code rules.  
29

30 **BE IT FURTHER RESOLVED**, by the Winnebago County Board of Supervisors that it hereby directs the  
31 Winnebago County Clerk to forward this Resolution to the Wisconsin Counties Association, the Office of Governor  
32 Scott Walker, and all state legislators and assembly members representing Winnebago County constituents.  
33

34 Respectfully submitted by:

35 **AARON WOJCIECHOWSKI, District 16**

36 Committee Vote: \_\_\_\_\_

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

38  
39 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2018.

40 \_\_\_\_\_  
41 Mark L Harris  
42 Winnebago County Executive

1 072-102018

2 **RESOLUTION: Resolution Awarding The Sale of \$8,075,000 General Obligation**  
3 **Promissory Notes**  
4

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

6 **WHEREAS**, on September 18, 2018, the County Board of Supervisors of Winnebago County,  
7 Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the  
8 "Authorizing Resolution") authorizing the issuance and providing for the sale of general obligation  
9 promissory notes (the "Notes") in an amount not to exceed \$8,075,000 for the public purpose of paying  
10 the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites,  
11 including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing  
12 furnishings, fixtures and equipment (collectively, the "Project"); and

13 **WHEREAS**, pursuant to the Authorizing Resolution, the County Board of Supervisors directed  
14 Robert W. Baird & Co. Incorporated ("Baird") to take the steps necessary to sell the Notes to pay the cost  
15 of the Project; and

16 **WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice of  
17 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting  
18 forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered  
19 for public sale on October 16, 2018; and

20 **WHEREAS**, the County Clerk (in consultation with Baird) caused notice of the sale of the Notes to  
21 be published and/or announced and caused the Official Notice of Sale to be distributed to potential  
22 bidders offering the Notes for public sale; and

23 **WHEREAS**, the County has duly received bids for the Notes as described on the Bid Tabulation  
24 attached hereto as Exhibit B and incorporated herein by this reference (the "Bid Tabulation"); and

25 **WHEREAS**, it has been determined that the bid proposal (the "Proposal") submitted by the  
26 financial institution listed first on the Bid Tabulation fully complies with the bid requirements set forth in  
27 the Official Notice of Sale and is deemed to be the most advantageous to the County. Baird has  
28 recommended that the County accept the Proposal. A copy of said Proposal submitted by such  
29 institution (the "Purchaser") is attached hereto as Exhibit C and incorporated herein by this reference.

30  
31 **NOW, THEREFORE, BE IT RESOLVED** by the County Board of Supervisors of the County that:

32 Section 1. Ratification of the Official Notice of Sale and Offering Materials. The County Board of  
33 Supervisors hereby ratifies and approves the details of the Notes set forth in Exhibit A attached hereto as  
34 and for the details of the Notes. The Official Notice of Sale and any other offering materials prepared and  
35 circulated by Baird are hereby ratified and approved in all respects. All actions taken by officers of the  
36 County and Baird in connection with the preparation and distribution of the Official Notice of Sale and any  
37 other offering materials are hereby ratified and approved in all respects.

38           Section 1A. Award of the Notes. For the purpose of paying the cost of the Project, there shall be  
39 borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of EIGHT MILLION  
40 SEVENTY-FIVE THOUSAND DOLLARS (\$8,075,000) from the Purchaser in accordance with the terms  
41 and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the  
42 sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The  
43 Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to  
44 execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser  
45 shall be retained by the County Treasurer and applied in accordance with the Official Notice of Sale, and  
46 any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall  
47 bear interest at the rates set forth on the Proposal.

48           Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory  
49 Notes"; shall be issued in the aggregate principal amount of \$8,075,000; shall be dated November 6,  
50 2018; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and  
51 upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years  
52 and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and  
53 incorporated herein by reference. Interest shall be payable semi-annually on April 1 and October 1 of  
54 each year commencing on April 1, 2019. Interest shall be computed upon the basis of a 360-day year of  
55 twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking  
56 Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service  
57 Schedule attached hereto as Exhibit D-2 and incorporated herein by reference (the "Schedule").

58           Section 3. Redemption Provisions. The Notes maturing on April 1, 2026 and thereafter are  
59 subject to redemption prior to maturity, at the option of the County, on April 1, 2025 or on any date  
60 thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by  
61 the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the  
62 date of redemption.

63           Section 4. Form of the Notes. The Notes shall be issued in registered form and shall be  
64 executed and delivered in substantially the form attached hereto as Exhibit E and incorporated herein by  
65 this reference.

66           Section 5. Tax Provisions.

67           (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and  
68 interest on the Notes as the same becomes due, the full faith, credit and resources of the County are  
69 hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a  
70 direct annual irrepealable tax in the years 2018 through 2027 for payments due in the years 2019 through  
71 2028 in the amounts set forth on the Schedule.

72           (B) Tax Collection. So long as any part of the principal of or interest on the Notes remains  
73 unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of  
74 said tax until all such payments have been made or provided for. After the issuance of the Notes, said

75 tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other  
76 taxes and in the same manner and at the same time as other taxes of the County for said years are  
77 collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the  
78 amount of any surplus money in the Debt Service Fund Account created below.

79 (C) Additional Funds. If at any time there shall be on hand insufficient funds from the  
80 aforesaid tax levy to meet principal and/or interest payments on said Notes when due, the requisite  
81 amounts shall be paid from other funds of the County then available, which sums shall be replaced upon  
82 the collection of the taxes herein levied.

83 Section 6. Segregated Debt Service Fund Account.

84 (A) Creation and Deposits. There be and there hereby is established in the treasury of  
85 the County, if one has not already been created, a debt service fund, separate and distinct from every  
86 other fund, which shall be maintained in accordance with generally accepted accounting principles. Debt  
87 service or sinking funds established for obligations previously issued by the County may be considered  
88 as separate and distinct accounts within the debt service fund.

89 Within the debt service fund, there hereby is established a separate and distinct account  
90 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated  
91 November 6, 2018" (the "Debt Service Fund Account") and such account shall be maintained until the  
92 indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited  
93 into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery  
94 of and payment for the Notes; (ii) any premium which may be received by the County above the par value  
95 of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any  
96 amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when  
97 due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes  
98 when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further  
99 deposits as may be required by §67.11, Wis Stats.

100 (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund  
101 Account and appropriated for any purpose other than payment of principal of and interest on the Notes  
102 until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to  
103 provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes  
104 from the next succeeding tax collection may be invested in direct obligations of the United States of  
105 America maturing in time to make such payments when they are due or in other investments permitted by  
106 law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes  
107 may be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by  
108 purchasing the Notes as permitted by and subject to §67.11(2)(a), Wis Stats, or in permitted municipal  
109 investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which  
110 investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt

111 Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of  
112 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

113 (C) Remaining Monies. When all of the Notes have been paid in full and canceled, and all  
114 Permitted Investments disposed of, any money remaining in the Debt Service Fund Account shall be  
115 transferred and deposited in the general fund of the County, unless the County Board of Supervisors  
116 directs otherwise.

117 Section 7. Proceeds of the Notes; Segregated Borrowed Money Fund. The proceeds of the  
118 Notes (the "Note Proceeds") (other than any premium and accrued interest which must be paid at the  
119 time of the delivery of the Notes into the Debt Service Fund Account created above) shall be deposited  
120 into a special fund separate and distinct from all other funds of the County and disbursed solely for the  
121 purpose or purposes for which borrowed or for the payment of the principal of and the interest on the  
122 Notes. In no event shall monies in the Borrowed Money Fund be used to fund operating expenses of the  
123 general fund of the County or of any special revenue fund of the County that is supported by property  
124 taxes. Monies in the Borrowed Money Fund may be temporarily invested in Permitted Investments. Any  
125 monies, including any income from Permitted Investments, remaining in the Borrowed Money Fund after  
126 the purpose or purposes for which the Notes have been issued have been accomplished, and, at any  
127 time, any monies as are not needed and which obviously thereafter cannot be needed for such  
128 purpose(s) shall be deposited in the Debt Service Fund Account.

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

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

148 County certifying that the County can and covenanting that it will comply with the provisions of the Code  
149 and Regulations.

150 (b) The County also covenants to use its best efforts to meet the requirements and  
151 restrictions of any different or additional federal legislation which may be made applicable to the Notes  
152 provided that in meeting such requirements the County will do so only to the extent consistent with the  
153 proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a  
154 reasonable period of time in which to comply.

155 Section 10. Designation as Qualified Tax-Exempt Obligations. The Notes are hereby designated  
156 as "qualified tax-exempt obligations" for purposes of Section 265 of the Code, relating to the ability of  
157 financial institutions to deduct from income for federal income tax purposes, interest expense that is  
158 allocable to carrying and acquiring tax-exempt obligations.

159 Section 11. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in  
160 printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson  
161 and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or  
162 corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County  
163 of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile  
164 signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual  
165 signature of the officer but, unless County has contracted with a fiscal agent to authenticate the Notes, at  
166 least one of the signatures appearing on each Note shall be a manual signature. In the event that either  
167 of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing,  
168 such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they  
169 had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do  
170 all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements  
171 as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the  
172 officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction  
173 with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency,  
174 disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore  
175 entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

176 Section 12. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall  
177 be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

178 Section 13. Persons Treated as Owners; Transfer of Notes. The County shall cause books for  
179 the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose  
180 name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all  
181 purposes and payment of either principal or interest on any Note shall be made only to the registered  
182 owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon  
183 such Note to the extent of the sum or sums so paid.

184 Any Note may be transferred by the registered owner thereof by surrender of the Note at the  
185 office of the Fiscal Agent, duly endorsed for the transfer or accompanied by an assignment duly executed  
186 by the registered owner or his attorney duly authorized in writing. Upon such transfer, the Chairperson  
187 and County Clerk shall execute and deliver in the name of the transferee or transferees a new Note or  
188 Notes of a like aggregate principal amount, series and maturity and the Fiscal Agent shall record the  
189 name of each transferee in the registration book. No registration shall be made to bearer. The Fiscal  
190 Agent shall cancel any Note surrendered for transfer.

191 The County shall cooperate in any such transfer, and the Chairperson and County Clerk are  
192 authorized to execute any new Note or Notes necessary to effect any such transfer.

193 Section 14. Record Date. The 15th day of the calendar month next preceding each interest  
194 payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the  
195 Notes on any interest payment date shall be made to the registered owners of the Notes as they appear  
196 on the registration book of the County at the close of business on the Record Date.

197 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to  
198 make the Notes eligible for the services provided by The Depository Trust Company, New York, New  
199 York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of  
200 Representations, which the County Clerk or other authorized representative of the County is authorized  
201 and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket  
202 Issuer Letter of Representations is not presently on file in the County Clerk's office.

203 Section 16. Official Statement. The County Board of Supervisors hereby approves the  
204 Preliminary Official Statement with respect to the Notes and deems the Preliminary Official Statement as  
205 "final" as of its date for purposes of SEC Rule 15c2-12 promulgated by the Securities and Exchange  
206 Commission pursuant to the Securities and Exchange Act of 1934 (the "Rule"). All actions taken by  
207 officers of the County in connection with the preparation of such Preliminary Official Statement and any  
208 addenda to it or final Official Statement are hereby ratified and approved. In connection with the Closing,  
209 the appropriate County official shall certify the Preliminary Official Statement and any addenda or final  
210 Official Statement. The County Clerk shall cause copies of the Preliminary Official Statement and any  
211 addenda or final Official Statement to be distributed to the Purchaser.

212 Section 17. Undertaking to Provide Continuing Disclosure. The County hereby covenants and  
213 agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if  
214 required by the Rule to provide continuing disclosure of certain financial information and operating data  
215 and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking  
216 shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided  
217 that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to  
218 obtain specific performance of the obligations thereunder and any failure by the County to comply with  
219 the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

224 Section 18. Record Book. The County Clerk shall provide and keep the transcript of proceedings  
225 as a separate record book (the "Record Book") and shall record a full and correct statement of every step  
226 or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

227 Section 19. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance  
228 with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain  
229 such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such  
230 additional provisions as the bond insurer may reasonably request and which are acceptable to the  
231 Chairperson and County Clerk including provisions regarding restrictions on investment of Note  
232 proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond  
233 insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to  
234 the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance  
235 policy shall be made in the form of Note provided herein.

236 Section 20. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or  
237 other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof  
238 shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any  
239 one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or  
240 invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon  
241 adoption and approval in the manner provided by law.

242 Adopted and recorded October 16, 2018.

243  
244

245 \_\_\_\_\_  
246 Shiloh J. Ramos, Chairperson  
247 Winnebago County Board of Supervisors

248 ATTEST:

249

250 \_\_\_\_\_  
251 Susan T. Ertmer  
252 County Clerk

253

Respectfully submitted by:

**PERSONNEL & FINANCE COMMITTEE**

254 Committee Vote: \_\_\_\_\_

255 Vote Required for Passage: **Three-Fourths of Members-Elect**

256

257 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2018

258

259

260

261

\_\_\_\_\_  
Mark L. Harris  
Winnebago County Executive

EXHIBIT A

Official Notice of Sale

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the  
Resolution.

(See Attached)

EXHIBIT B

Bid Tabulation

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT C

Winning Bid

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the Resolution.

(See Attached)

EXHIBIT D-1

Pricing Summary

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the  
Resolution.

(See Attached)

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

To be provided by Robert W. Baird & Co. Incorporated and incorporated into the  
Resolution.

(See Attached)

EXHIBIT E

(Form of Note)

REGISTERED NO. R-\_\_\_\_ UNITED STATES OF AMERICA STATE OF WISCONSIN WINNEBAGO COUNTY GENERAL OBLIGATION PROMISSORY NOTE DOLLARS \$\_\_\_\_\_

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:  
April 1, \_\_\_\_\_ November 6, 2018 \_\_\_\_\_% \_\_\_\_\_

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: \_\_\_\_\_ THOUSAND DOLLARS (\$\_\_\_\_\_)

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2019 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

For the prompt payment of this Note together with interest hereon as aforesaid and for the levy of taxes sufficient for that purpose, the full faith, credit and resources of the County are hereby irrevocably pledged.

This Note is one of an issue of Notes aggregating the principal amount of \$8,075,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the public purpose of paying the cost of constructing, remodeling and improving

roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings, fixtures and equipment, as authorized by resolutions adopted on September 18, 2018 and October 16, 2018. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2026 and thereafter are subject to redemption prior to maturity, at the option of the County, on April 1, 2025 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

In the event the Notes are redeemed prior to maturity, as long as the Notes are in book-entry-only form, official notice of the redemption will be given by mailing a notice by registered or certified mail, overnight express delivery, facsimile transmission, electronic transmission or in any other manner required by the Depository, to the Depository not less than thirty (30) days nor more than sixty (60) days prior to the redemption date. If less than all of the Notes of a maturity are to be called for redemption, the Notes of such maturity to be redeemed will be selected by lot. Such notice will include but not be limited to the following: the designation, date and maturities of the Notes called for redemption, CUSIP numbers, and the date of redemption. Any notice provided as described herein shall be conclusively presumed to have been duly given, whether or not the registered owner receives the notice. The Notes shall cease to bear interest on the specified redemption date provided that federal or other immediately available funds sufficient for such redemption are on deposit at the office of the Depository at that time. Upon such deposit of funds for redemption the Notes shall no longer be deemed to be outstanding.

It is hereby certified and recited that all conditions, things and acts required by law to exist or to be done prior to and in connection with the issuance of this Note have been done, have existed and have been performed in due form and time; that the aggregate indebtedness of the County, including this Note and others issued simultaneously herewith, does not exceed any limitation imposed by law or the Constitution of the State of Wisconsin; and that a direct annual irrevocable tax has been levied sufficient to pay this Note, together with the interest thereon, when and as payable.

This Note has been designated by the County Board of Supervisors as a "qualified tax-exempt obligation" pursuant to the provisions of Section 265(b)(3) of the Internal Revenue Code of 1986, as amended.

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Note to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

No delay or omission on the part of the owner hereof to exercise any right hereunder shall impair such right or be considered as a waiver thereof or as a waiver of or acquiescence in any default hereunder.

IN WITNESS WHEREOF, Winnebago County, Wisconsin, by its governing body, has caused this Note to be executed for it and in its name by the manual or facsimile signatures of its duly qualified Chairperson and County Clerk; and to be sealed with its official or corporate seal, if any, all as of the original date of issue specified above.

WINNEBAGO COUNTY, WISCONSIN

By: \_\_\_\_\_  
Shiloh J. Ramos  
Chairperson

(SEAL)

By: \_\_\_\_\_  
Susan T. Ertmer  
County Clerk

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

\_\_\_\_\_  
(Name and Address of Assignee)

\_\_\_\_\_  
(Social Security or other Identifying Number of Assignee)

the within Note and all rights thereunder and hereby irrevocably constitutes and appoints \_\_\_\_\_, Legal Representative, to transfer said Note on the books kept for registration thereof, with full power of substitution in the premises.

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

Signature Guaranteed:

\_\_\_\_\_  
(e.g. Bank, Trust Company  
or Securities Firm)

\_\_\_\_\_  
(Depository or Nominee Name)

NOTICE: This signature must correspond with the name of the Depository or Nominee Name as it appears upon the face of the within Note in every particular, without alteration or enlargement or any change whatever.

\_\_\_\_\_  
(Authorized Officer)



3. **Notification of Media.** On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ at approximately \_\_\_\_\_ o'clock \_\_.m., I communicated or caused to be communicated, the time, date, place and subject matter (including specific reference to the borrowing) of said meeting to those news media who have filed a written request for such notice, and to the official newspaper of the \_\_\_\_\_, or, if none exists, to a news medium (County, City, etc.) likely to give notice in the area.

4. **Open Meeting Law Compliance.** Said meeting was a \_\_\_\_\_ meeting of the (regular, special, adjourned annual, etc.) \_\_\_\_\_ which was called, noticed, held and (County Board, Common Council, etc.) conducted in open session in compliance with Subchapter V of Chapter 19 of the Wisconsin Statutes and any other applicable local rules and State statutes.

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

Attest:

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

(SEAL)

(Note: Questions regarding this form or open meeting law compliance generally should be directed to local counsel or Quarles & Brady LLP.)



411 East Wisconsin Avenue  
Suite 2350  
Milwaukee, Wisconsin 53202-4426  
414.277.5000  
Fax 414.271.3552  
www.quarles.com

Attorneys at Law in  
Chicago  
Indianapolis  
Madison  
Milwaukee  
Minneapolis  
Naples  
Phoenix  
Scottsdale  
Tampa  
Tucson  
Washington, D.C.

October 5, 2018

**VIA EMAIL**

Ms. Vicky K. Fitzgerald  
Finance Director  
Winnebago County  
112 Otter Avenue  
P.O. Box 2808  
Oshkosh, WI 54901

**Re: Winnebago County  
\$8,075,000 General Obligation Promissory Notes**

Dear Ms. Fitzgerald:

Attached is a draft of the **Award Resolution** to be adopted in connection with the above-referenced financing. We have prepared the Resolution with the information provided to us by Robert W. Baird & Co. Incorporated ("Baird"). Please review the Resolution carefully.

It is our understanding that the Resolution will be considered by the County Board of Supervisors at its meeting on October 16, 2018 after the bid opening earlier that day.

If you have not already done so, please include the title of the Resolution on the agenda for the meeting. Please then post the agenda in at least three public places and provide it to the official newspaper of the County (or if the County has no official newspaper, to a news medium likely to give notice in the area) and to any other requesting media at least twenty-four hours prior to the meeting (see Section 19.84(1)(b), Wisconsin Statutes). The attached **Certificate of Compliance with Open Meeting Law** must be completed in connection with the meeting at which the Resolution is adopted.

Unless the County Board of Supervisors has adopted special rules regarding the adoption of borrowing resolutions, a vote of at least a majority of a quorum of the County Board of Supervisors is necessary to adopt the Resolution.

You will note in reviewing the Resolution that some of the exhibits will be provided to the County on the day of sale. It is our understanding that Baird will provide this information to you and to us after the bid opening and prior to the meeting on October 16, 2018. We will then email a final copy of the Resolution, including all exhibits, on the day of sale (October 16, 2018) prior to the meeting for the County Board of Supervisors to review and approve.

Ms. Vicky K. Fitzgerald  
October 5, 2018  
Page 2

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as one executed copy of the Certificate of Compliance with Open Meeting Law to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the October 16, 2018 meeting.

Please feel free to contact me at (414) 277-5761 or any member of the Quarles & Brady LLP public finance team if you have any questions or comments.

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMN:adb  
Enclosures  
#960556.00028

cc: Ms. Susan T. Ertmer (w/enc. via email)  
Mr. Doug Petraszak (w/enc. via email)  
Mr. Brad Viegut (w/enc. via email)  
Mr. Justin Fischer (w/enc. via email)  
Ms. Katherine Voss (w/enc. via email)  
Ms. Rebekah Freitag (w/enc. via email)

1 **073-102018**

2 **RESOLUTION: Disallow Claim of Bob Messerschmidt**

3

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

5

6 **WHEREAS**, your Personnel and Finance Committee has had the claim of Bob Messerschmidt referred to it  
7 for attention; and

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim  
12 of Bob Messerschmidt, filed with the County Clerk on September 5, 2018, be and the same is hereby disallowed for  
13 the reason that there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **5-0**

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

19

20 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2018.

21

22

23

24

\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive



**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

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

**NOTICE OF CLAIM**

Date: September 5, 2018  
To: Doug, Linda and Joan  
Re: Claim from Bob Messerschmidt for damage to his vehicle when it was hit by a County Highway Department vehicle on August 14, 2018.

This claim will be presented to the County Board at their September 18, 2018 meeting.

Winnebago County Highway Department  
ACCIDENT/INCIDENT REPORT

**FILED**  
SEP - 5 2018  
WINNEBAGO COUNTY  
CLERKS OFFICE  
WINNEBAGO, WI

DATE OF ACCIDENT/INCIDENT: 8-14-18 TIME: 3:15  AM  PM

LOCATION OF ACCIDENT/INCIDENT: CTY, K & Fox Lane

POLICE REPORT # 18-002673 OFFICER NAME Beck

MUNICIPALITY Winnebago County Highway CITATION ISSUED:  YES  NO

DRIVER NAME Steve Kryzaniak IF SO, TO WHOM? \_\_\_\_\_

PASSENGER NO

EQUIPMENT # 84 YEAR \_\_\_\_\_ MAKE/MODEL Grader

- |                                      |                                    |
|--------------------------------------|------------------------------------|
| <input type="checkbox"/> Broken      | <input type="checkbox"/> Scratched |
| <input type="checkbox"/> Bent        | <input type="checkbox"/> Stretched |
| <input type="checkbox"/> Over Heated | <input type="checkbox"/> Punctured |
| <input type="checkbox"/> Flattened   | <input type="checkbox"/> Other     |

DESCRIPTION OF ACCIDENT/INCIDENT (WHAT HAPPENED AND WHY)

Backing up on fox Ln. 2 Trucks on Both sides of  
street, while Backing up between them, misjudged  
and backed into Bob Messerschmitt's Truck. The Back  
Tire of the Grader Rubbed Against the Right side  
of the Truck causing body damage

SUPERVISOR COMMENTS

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

DRIVER SIGNATURE Steve Kryzaniak

DATE 8/14/18

SUPERVISOR SIGNATURE Dan [Signature]

DATE 8-14-18

# WESNER AUTO BODY

Workfile ID: c7cf246a

"Over 50 Years of Expertise"  
2025 Dickinson Avenue, OSHKOSH, WI 54904  
Phone: (920) 231-4775

## Preliminary Estimate

**Customer: MESSERSCHMIDT, BOB**

**Job Number:**

Written By: Andy Wesner

Insured: MESSERSCHMIDT, BOB  
Type of Loss:  
Point of Impact: 01 Right Front

Policy #:  
Date of Loss:

Claim #:  
Days to Repair: 0

**Owner:**  
MESSERSCHMIDT, BOB  
(920) 252-1343 Cell

**Inspection Location:**  
WESNER AUTO BODY  
2025 Dickinson Avenue  
OSHKOSH, WI 54904  
Repair Facility  
(920) 231-4775 Business

**Insurance Company:**

## VEHICLE

2018 RAM 1500 Harvest Crew Cab 4WD w/5'7" Box \*Ltd Avail\* 4D SHORT 8-5.7L Gasoline Sequential MPI BLUE

VIN: 3C6RR7LT6JG198048	Interior Color:	Mileage In: 7,904	Vehicle Out:
License: 992942	Exterior Color: BLUE	Mileage Out:	
State: WI	Production Date:	Condition:	Job #:

### TRANSMISSION

Automatic Transmission  
4 Wheel Drive

### POWER

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

### DECOR

Dual Mirrors  
Privacy Glass

### CONVENIENCE

Air Conditioning  
Intermittent Wipers  
Tilt Wheel  
Cruise Control  
Keyless Entry  
Message Center  
Navigation System  
Backup Camera w/Parking Sensors

### RADIO

AM Radio  
FM Radio  
Stereo

### Search/Seek

Auxiliary Audio Connection  
Satellite Radio

### SAFETY

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

### SEATS

Cloth Seats  
Reclining/Lounge Seats

### WHEELS

Clad Wheels

### PAINT

Clear Coat Paint

### OTHER

California Emissions

### TRUCK

Rear Step Bumper  
Bedliner (Spray On)  
Power Trunk/Gate Release

**Preliminary Estimate**

**Customer: MESSERSCHMIDT, BOB**

**Job Number:**

2018 RAM 1500 Harvest Crew Cab 4WD w/5'7" Box \*Ltd Avail\* 4D SHORT 8-5.7L Gasoline Sequential MPI BLUE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1		<b>FENDER</b>					
2	Repl	RT Fender (STL)	68054338AI	1	347.00	2.0	2.6
3		Add for Clear Coat					1.0
4		Add for Edging					0.5
5	Repl	Nameplate "HEMI 5.7 LITER" chrome	68149700AB	1	52.45	0.2	
6		<b>FRONT DOOR</b>					
7	Repl	RT Door shell 4 door	68144728AE	1	630.00	4.7	3.8
8		Overlap Major Adj. Panel					-0.4
9		Add for Clear Coat					0.7
10	Repl	RT Nameplate "RAM 1500" chrome	68402687AA	1	149.00	0.2	
11		<b>FRONT BUMPER</b>					
12		O/H front bumper				2.9	
13	Repl	Bumper chrome, w/o prk snsr w/o air suspension	68160853AB	1	854.00	Incl.	
14	*	Rpr Upper cover primed				1.0	1.6
15		Add for Clear Coat					0.6
16		<b>REAR DOOR</b>					
17	Blnd	RT Door shell					1.4
18	R&I	RT R&I trim panel				0.5	
19	*	R&I RT Handle, outside				0.3	
20	#	Repl Hazardous waste removal		1	3.00 X		
21	#	Rpr Color sand and buff				1.0	
22	R&I	RT R&I door assy				1.0	
<b>SUBTOTALS</b>					<b>2,035.45</b>	<b>13.8</b>	<b>11.8</b>

**ESTIMATE TOTALS**

Category	Basis	Rate	Cost \$
Parts			2,032.45
Body Labor	13.8 hrs @	\$ 60.00 /hr	828.00
Paint Labor	11.8 hrs @	\$ 60.00 /hr	708.00
Paint Supplies	11.8 hrs @	\$ 40.00 /hr	472.00
Miscellaneous			3.00
Subtotal			4,043.45
Sales Tax	\$ 4,043.45 @	5.0000 %	202.17
<b>Grand Total</b>			<b>4,245.62</b>
Deductible			0.00
<b>CUSTOMER PAY</b>			<b>0.00</b>
<b>INSURANCE PAY</b>			<b>4,245.62</b>

**WALK IN**

**08/20/2018 09:00 AM STANDARD**

Reservation: 3782QT

Date Taken:

By:

Origin: BRANCH

<b>Vehicle</b>		<b>Authorization</b>
<b>Car Class:</b>	STANDARD	<b>Status:</b>
<b>Rate Quoted:</b>	\$83.99/DAY	<b>Car Class:</b>
<b>Est. Total Quoted:</b>	Total \$37224	<b>Auth Amount:</b>
<b>Specials:</b>		<b># of Days:</b>
<b>Mileage Charge:</b>	NO CHARGE	<b>Max Per Day:</b>
<b>Preferences:</b>		<b>Total Max Amount:</b>
		<b>% Auth:</b>

<b>Product/Services</b>	
DAMAGE WAIVER	\$19.99/DAY
PAI/PEC	\$6.00/DAY
RAP	\$4.99/DAY
SUPPLEMENTAL LIABILITY PROTECTION 2	\$14.95/DAY
<b>Authorization</b>	

<b>Pick Up/Return</b>			
<b>Pick Up Date:</b>	08/20/2018	<b>Return Date:</b>	08/24/2018
<b>Pick Up Time:</b>	09:00 AM	<b>Return Time:</b>	09:00 AM
<b>Pick Up Group:</b>	A0044_WISCONSIN	<b>Return Group:</b>	A0044_WISCONSIN
<b>Pick Up Branch:</b>	OSHKOSH 4471	<b>Return Branch:</b>	OSHKOSH 4471
	140 N KOELLER ST		140 N KOELLER ST
	OSHKOSH,WI 549024108		OSHKOSH,WI 549024108
<b>Pick Up Method:</b>	WALK IN	<b>Return Method:</b>	BRANCH
<b>Pick Up Location:</b>		<b>Return Location:</b>	
<b>Directions:</b>			

<b>Renter Information</b>	
	<b>Home:</b>
	<b>Work:</b>
	<b>Other:</b>

<b>Bill-to</b>
<b>Rental Type:</b>
<b>Claim Type:</b>
<b>Claim/Pol/PO/RO:</b>
<b>Insured Name:</b>

<b>Shop</b>	<b>Renters Vehicle:</b>
-------------	-------------------------

<b>Flight Information</b>		
<b>Airline:</b>	<b>Flight:</b>	<b>Terminal:</b>
<b>Arrival Date:</b>	<b>Arrival Time:</b>	

**DC Dynamics LLC**

2652 Omro Rd

Oshkosh, WI. 54904

Phone: 920-230-2979 Fax: 920-230-2980

Check us out on Facebook!

ESTIMATE #

**027869****Estimate for Services**

Estimate Date : 8/20/2018

**Messerschmitt, Bob**

1319 Cty Rd FF

Oshkosh, WI 54904

Home: 920-252-1343

2017 RAM - 1500 Big Horn - 5.7L, V8 (345CI) VIN(T)

Lic # : 992942 - WI

Odom. In: 0

VIN # : 3C6RR7LT6 JG198048

Part Description / Number	Qty	Sale	Ext	Labor Description	Extended
Shop Supplies			4.50	Alignment	89.95
				Hazardous Materials	1.00

Parts/Supplies: 4.50

Labor: 89.95

HazMat/Fees: 1.00

Tax: 4.77

Total: \$ 100.22

I hereby authorize the above repair work to be done along with the necessary material and hereby grant you and/or your employees permission to operate the vehicle described for testing and/or inspection. Express mechanic's lien is hereby acknowledged on above vehicle to secure the amount of repairs thereto. SMOG: I understand that I can have emission service and/or adjustments done elsewhere. I hereby waive this right.

TEARDOWN ESTIMATE: I understand that my vehicle will be reassembled within \_\_\_ days of the date shown above if I choose not to authorize the service recommended. All Parts removed will be discarded unless instructed otherwise: Save all Parts \_\_\_\_. NOT RESPONSIBLE FOR LOSS OR DAMAGE TO CARS OR ARTICLES LEFT IN CARS IN CASE OF FIRE, THEFT OR ANY OTHER CAUSE.

Signature \_\_\_\_\_ Date \_\_\_\_\_ Time \_\_\_\_\_

1 074-102018

2

3 **RESOLUTION: Authorize the Transfer of \$27,697 from the Other Operating Expense Category to**  
4 **the Labor Expense Category of the Coroner’s 2018 Budget to Cover Wage and**  
5 **Fringe Overage Anticipated Due to Additional Workload and Participation in Two**  
6 **Pilot Programs for Overdose and Suicide Death Reviews**

7

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

9 **WHEREAS**, the Coroner’s Office is anticipating a \$27,697 overage in wages and fringe benefits; and

10 **WHEREAS**, there are sufficient funds available in the Pathology Services Account of the Coroner’s 2018  
11 Budget to cover the overages: and

12 **WHEREAS**, because of the available funds in these other operating accounts, the Coroner’s Office will not  
13 need to request fund transfers from either the Contingency Fund or the Undesignated General Fund Balance  
14 Accounts.

15

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
17 authorizes a transfer of \$27,697 from the Pathology Services Account to the wage and fringe accounts of the  
18 Coroner’s 2018 Budget to cover anticipated excess labor costs in 2018.

19

20 **Fiscal Note:** No fiscal impact.

21 Respectfully submitted by:

22 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

23 Committee Vote: **3-0**

24 Respectfully submitted by:

25 **PERSONNEL & FINANCE COMMITTEE**

26 Committee Vote: **5-0**

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

28

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2018.

30

31

32

33

\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive

1 075-102018

2 **RESOLUTION: Authorize Transfer of Jurisdiction and Maintenance of Segments of Three**  
3 **Separate County Highways to the City of Oshkosh**

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

7 **WHEREAS**, the Winnebago County Highway Department has determined that the public interest is best  
8 served by transferring jurisdiction and maintenance of County Highway "I" from Waukau Avenue to 24<sup>th</sup> Street,  
9 County Highway "K" from South Park Avenue to Oakwood Road, and County Highway "E" from Koeller Road to  
10 Westhaven Drive from Winnebago County to the City of Oshkosh; and

11 **WHEREAS**, the City of Oshkosh must pass a resolution accepting jurisdiction of the aforementioned  
12 roadway segments; and

13 **WHEREAS**, the Wisconsin Department of Transportation must record the jurisdictional transfers in the state  
14 records; and

15 **WHEREAS**, §83.025, Wis Stats, enables Winnebago County and the City of Oshkosh to enter into a  
16 jurisdictional transfer agreement, thereby facilitating the changes in the highway system.

17  
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 approves transferring jurisdiction and maintenance of the roadway segments described below from Winnebago  
20 County to the City of Oshkosh:

- 21 1. An existing segment of County Highway "I" between Waukau Avenue and 24<sup>th</sup> Street, a distance of 4,000 feet;  
22 2. An existing segment of County Highway "K" between South Park Avenue and Oakwood Road, a distance of  
23 7,600 feet;  
24 3. An existing segment of County Highway "E" from Koeller Road to Westhaven Drive, a distance of 4,000 feet.

25  
26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that jurisdiction and  
27 maintenance responsibilities of the aforementioned roadway segments shall be transferred to the City of Oshkosh  
28 pursuant to this Resolution and shall become effective upon the passage of a resolution by the City of Oshkosh  
29 accepting jurisdiction and maintenance.

30 Respectfully submitted by:

31 **HIGHWAY COMMITTEE**

32 Committee Vote: **5-0**

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

34

35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2018.

36

37

38

39

\_\_\_\_\_  
Mark L Harris  
Winnebago County Executive

1 076-102018

2 **RESOLUTION: Execute Easement Agreement Between Winnebago County and Fox**  
3 **Valley Technical College**

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

7 **WHEREAS**, Fox Valley Technical College (FVTC) desires an easement agreement on Wittman Regional  
8 Airport property for the purpose of installing one (1) new light pole as part of an upgrade to the exterior lighting of  
9 their leased property on the southeast end of the airfield; and

10 **WHEREAS**, the cost of installation, operation, repair, and maintenance of the light pole will be borne solely  
11 by FVTC; and

12 **WHEREAS**, should there be a need to remove or relocate the light pole, any costs associated with the future  
13 removal or relocation of said light pole will be borne solely by FVTC; and

14 **WHEREAS**, the Aviation Committee has approved the Easement Agreement and believes that its execution  
15 would be in the best interests of the citizens of Winnebago County.

16  
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
18 authorizes the the Winnebago County Executive and the Winnebago County Clerk to execute the attached Easement  
19 Agreement between Winnebago County and Fox Valley Technical College, which is made a part of this Resolution  
20 and incorporated herein by reference, for the purpose of providing ingress and egress to install, maintain, and repair  
21 one (1) new light pole on Wittman Regional Airport property.

22 Respectfully submitted by:

23 **AVIATION COMMITTEE**

24  
25 Committee Vote: **5-0**

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

27  
28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2018.

29  
30 \_\_\_\_\_  
31 Mark L Harris  
32 Winnebago County Executive

## EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between Fox Valley Technical College (“FVTC”) and the County of Winnebago, Wisconsin (“County”).

- A. FVTC is presently the lessee of certain real estate situated in the City of Oshkosh, County of Winnebago, Wisconsin (said real estate being owned by, and leased by FVTC from, the County and located on the Wittman Regional Airport), the westerly boundary of which real estate is contiguous with the easterly boundary of certain real estate owned by the County.
- B. FVTC desires to install and maintain a light pole for its aviation program on the real estate owned by the County. FVTC desires to obtain an easement from the County and the County agrees to grant an easement to FVTC as set forth herein. The light pole contemplated by this Agreement will be constructed to a height of thirty-three feet above ground level.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. The County hereby grants to FVTC an easement for ingress and egress over, under, and through the property legally described on Exhibit A attached hereto and shown on the drawing attached hereto as Exhibit B (“Easement Property”) for the purpose of allowing FVTC to install, operate, repair and maintain a light pole to provide lighting to the tarmac located on said Easement Property. This easement will authorize vehicular traffic as necessary for such installation, operation, repair and maintenance. FVTC expressly agrees for itself, its successors and assigns, to prevent any use of the Easement Property which will interfere with or adversely affect the operation or maintenance of Wittman Regional Airport.
2. FVTC shall be responsible for the installation, operation, repair and maintenance of the light pole and all costs associated therewith. Any improvements on the Easement Property shall be constructed and maintained at no cost to the County or to the Federal Aviation Administration. Should the facilities constructed on said Easement Property require relocation or removal, the same shall again be done at no cost to the County or the Federal Aviation Administration. FVTC shall refill any trenches in which electrical lines are laid or settlement from said light pole installation, protect all existing airport facilities such as the adjacent storm sewer, and restore the surface of the property. If FVTC shall at any future time open said trenches for the purpose of repairing, renewing, or removing said facilities, it will, as soon as said work is done, restore the ground. All work performed by FVTC on said land will be performed in a proper workmanlike manner and, during the progress of such work, FVTC will properly safeguard all airport facilities and repair any damaged property at FVTC’s sole cost.



WINNEBAGO COUNTY, WISCONSIN

By: \_\_\_\_\_  
Mark L. Harris, County Executive

By: \_\_\_\_\_  
Susan T. Ertmer, County Clerk

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF WINNEBAGO    )

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Mark L. Harris**, who is personally known to me, executed and acknowledged this Easement Agreement as his free act and voluntary deed.

\_\_\_\_\_, Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_.

STATE OF WISCONSIN        )  
  ) SS  
COUNTY OF WINNEBAGO    )

I, a Notary Public, within and for the State and County aforesaid, do hereby certify that **Susan T. Ertmer**, who is personally known to me, executed and acknowledged this Easement Agreement as her free act and voluntary deed.

\_\_\_\_\_, Notary Public  
State of Wisconsin  
My commission expires \_\_\_\_\_.

This document drafted by:  
Attorney James L. Rudd  
Remley & Sensenbrenner, S.C.  
219 E Wisconsin Ave  
Neenah WI 54956  
State Bar No. 1016410

**EXHIBIT A**  
**EASEMENT DESCRIPTION**

A parcel of land being part of the Northeast Quarter of the Southeast Quarter of Section 2, T17N, R16E, City of Oshkosh, Winnebago County, Wisconsin.

Commencing at the East Quarter Corner of Section 2, T17N, R16E;  
Thence S02°22'12"W coincident with the East line of the Southeast Quarter of said Section 2 a distance of 896.46 feet;  
Thence N87°37'48"W a distance of 781.12 feet to the point of beginning;

Thence S02°30'59"W a distance of 20.00 feet;  
Thence N87°37'48"W a distance of 20.00 feet;  
Thence N02°30'59"E a distance of 20.00 feet;  
Thence S87°37'48"E a distance of 20.00 feet;

Said Parcel contains 0.01 acres (400 square feet) more or less



1 077-102018

2 **RESOLUTION: Authorize Execution of Airport Facilities Use Agreement Between**  
3 **Oshkosh Corporation and Winnebago County**

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

7 **WHEREAS**, Oshkosh Corporation desires to enter into an Airport Facilities Use Agreement with Winnebago  
8 County permitting Oshkosh Corporation to use certain taxiways and ramp areas at Wittman Regional Airport for the  
9 purpose of motor vehicle testing as designated in the proposed Agreement; and

10 **WHEREAS**, said Agreement shall be for a period of three (3) years, from November 1, 2018, through  
11 October 31, 2021; and

12 **WHEREAS**, Oshkosh Corporation agrees to pay Winnebago County the fee of \$180 per vehicle test hour for  
13 each vehicle tested; and

14 **WHEREAS**, parties to this Agreement have executed similar agreements in the past.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a three (3)-year Airport  
17 Facilities Use Agreement between Winnebago and Oshkosh Corporation that would allow Oshkosh Corporation to  
18 use certain taxiways and ramp areas at Wittman Regional Airport to test large motor vehicles, pursuant to those  
19 terms contained within the attached Agreement, which is made a part of this Resolution and incorporated herein by  
20 reference.  
21

22  
23 Respectfully submitted by:  
24 **AVIATION COMMITTEE**

25 Committee Vote: **5-0**  
26 Vote Required for Passage: **Majority of Those Present**

27  
28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2018.

29  
30 \_\_\_\_\_  
31 Mark L Harris  
32 Winnebago County Executive

AIRPORT FACILITIES USE AGREEMENT

WITTMAN REGIONAL AIRPORT

WINNEBAGO COUNTY, WISCONSIN

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of October, 2018, by and between Winnebago County Wisconsin, hereinafter referred to as the "Lessor", and Oshkosh Corporation, hereinafter referred to as the "Operator".

WITNESSETH;

WHEREAS, the Lessor owns and operates an airport which includes all aviation navigation facilities, said airport being known as Wittman Regional Airport, located in the City of Oshkosh, Winnebago County, Wisconsin, and the Lessor is desirous of allowing the Operator to use certain premises hereinafter more fully described, located on said airport, together with the right to use and enjoy individually and in common with others the facilities referred to; and,

WHEREAS, the Operator will use a portion of the airport for limited testing of large motor vehicles associated with the manufacture of such units, and for this purpose desires to lease certain property and rights from the Lessor.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, the Lessor does hereby lease, demise and let to the Operator, and the Operator does hereby hire, take and lease from the Lessor, the following terms and conditions:

1. Premises Leased. Operator will be permitted to use certain taxiways and apron areas as designated in the attached document, OSH-PROC-ENG007, for the purpose of motor vehicle testing. Such testing will be in accordance with the procedures and guidelines set forth in OSH-PROC-ENG007. Said procedures, guidelines and operational areas may be amended from time to time as necessary to ensure safe and efficient operational practice on the Airport.
2. Use Fee. The operator will pay to the Lessor a use fee for the leased premises hereunder as follows:

Premises (A) Vehicle Test Areas

One-Hundred Eighty Dollars (\$180.00) per vehicle per test hour. Total hours to be reported to the Lessor by the tenth day of each calendar month for the preceding calendar month.

Fee for use of said premises will be due monthly within 30 days of receipt of invoice.

Payment shall be made to: Winnebago County Treasurer, Courthouse - 415 Jackson Street, P. O. Box 2808, Oshkosh, WI 54903. Failure to pay any invoice within 60 days of receipt of that invoice shall cause cancellation of this agreement, provided Operator has failed to cure such failure to pay within 30 days of written notice from Lessor.

3. Term. The term of this agreement shall be for three (3) years beginning on November 1, 2018 and ending October 31, 2021. Upon expiration, the parties may renew this Agreement on like terms and may negotiate in good faith reasonable changes to the Use Fee upon such renewal. Lessor reserves the right to cancel this agreement at any time at Lessor's sole discretion.
4. Operator shall, at its own expense, install and maintain an appropriate access road and access gate to the north/south service road for the purpose of test vehicle access.
5. Insurance. Operator agrees, at its own cost and expense, to furnish County with a Certificate of Insurance indicating proof of the following insurance from companies licensed in the State:
  - (a) Commercial General Liability Insurance (non-aircraft) - Oshkosh Corporation maintains a commercial general liability policy (occurrence form) providing the following limits:
    - i. \$1,000,000 Each Occurrence (bodily injury/property damage)
    - ii. \$2,000,000 Products/Completed Operations Aggregate
    - iii. \$5,000,000 General Aggregate
    - iv. \$1,000,000 Personal/Advertising Injury Liability
    - v. \$ 500,000 Damage to Rented Premises
  - (b) Automobile Liability Insurance with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:
    - i. Owned Vehicles
    - ii. Hired Vehicles
    - iii. Non-Owned Vehicles

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or lessee. Operator will provide 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 Courthouse, 415 Jackson Street, Oshkosh, WI 54903. All such notices will name the user or lessee and identify the contract. Operator shall provide evidence, as necessary, of workers compensation insurance's as required by state law.

6. Operator to Obey Rules. The Operator shall abide by any and all rules and regulations of the City, County, State, and Federal authorities respecting safety measures to be taken and observed in the use of the said premises. The Operator shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may legally adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.
7. Hold Harmless. Each party agrees to hold the other free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless, or negligent act or omission on the part of such party, agents, servants, and employees, and from all loss and damage by reason of such acts or omissions.
8. Compliance with Civil Rights Act of 1964. The Operator, in the use of the leased premises for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits or, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs

of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

Operator shall have the right and privilege to engage in, and conduct all business operations authorized under the terms of this Agreement, provided, however, that this agreement shall not be construed in any manner to grant the Operator, or those claiming under him the exclusive right to use the premises leased exclusively to the Operator hereunder.

9. Breach of Conditions. If the Operator shall violate any of the restrictions in this Agreement, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the Lessor may at once, if it so elects, terminate the same and take possession of the premises.
10. Conditions of the Parties Obligations.
  - (a) This contract is contingent upon authorization of Federal and Wisconsin laws. Any material amendment or repeal of laws or judicial action affecting the authority of Winnebago County to execute this agreement shall serve to terminate this contract, except as further agreed to by the parties hereto.
  - (b) Nothing contained in this contract shall be construed to supersede the lawful powers or duties of either party.
  - (c) It is understood and agreed that the entire contract between the parties is contained herein, and that this contract supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.
11. Truck testing shall not be conducted between 10:00 p.m. and 6:00 a.m. daily. No truck testing shall be permitted beginning five business days prior to the official commencement of the annual EAA Fly-in Convention and ending two business days after the official conclusion of the Fly-in Convention. Official Fly-in dates are established at least 1 year in advance by the Experimental Aircraft Association.

12. Operator shall train drivers to regularly inspect the test area for foreign objects (FOD). FOD will be removed promptly or reported to the FAA control tower personnel on duty.
13. As necessary, Operator shall meet with Lessor to review and/or amend OSH-PROC-ENG007.
14. Operator shall not permit drivers to test vehicles on the airport if they have not completed an airfield driver orientation course and passed a written certification examination as administered by Operator.
15. Resolution of Disputes. This agreement shall be covered by the laws of the State of Wisconsin. Claims, disputes, and other matters in question between the parties to this Agreement arising out of, or relating to this Agreement or the breach thereof, shall be decided by arbitration in accordance with the Arbitration Rules of the American Arbitration Association then pertaining, upon the express written consent of all parties to this Agreement. In the event the parties proceed to arbitration, the following shall govern any such proceedings.
  - A. The American Arbitration Association shall submit a panel of five arbitrators to the parties. The parties shall alternate strikes until one arbitrator remains who shall arbitrate the dispute. The party initiating the first strike shall be determined by the winner of a coin flip.
  - B. The costs of the arbitration proceeding except the filing fee, which shall be borne equally by the parties. Each party shall pay their own legal fees and expenses incurred in connection with the proceeding.
  - C. Any arbitration shall take place in the City of Oshkosh, Winnebago County, Wisconsin.
  - D. Unless otherwise agreed by the parties, the arbitration hearing in this matter shall be limited to one day in length with the arbitrator providing each side equal time to present its case during the day.
  - E. Any discovery proceeding shall be limited to the thirty (30) day period prior to the date of the arbitration hearing. The party requesting the discovery shall pay for all costs incurred by the opposite party, except for attorney's fees, related to the discovery

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

- F. The arbitrator, in issuing any ruling with regard to any arbitration matter, shall issue a written decision which shall include written finding of fact and conclusions of law.
- G. The proceeding and arbitration shall be governed by the laws of the State of Wisconsin, including specifically, Chapter 788 of the Wisconsin Statutes.

SIGNATURE PAGE FOLLOWS:

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year first above written.

Winnebago County (Lessor)

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

Mark L. Harris  
County Executive

\_\_\_\_\_

Susan Ertmer  
County Clerk

Oshkosh Corporation  
(Operator)

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

Andrew Gratton

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