

**ADJOURNED SESSION  
WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, SEPTEMBER 17, 2019**

There will be an Adjourned Session of the Winnebago County Board of Supervisors on Tuesday, September 17, 2019 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
  - Zoning Petitions:
    - No. 001 – Kevin J. Hoppe; Town of Clayton; tax parcel no. 006-0849-01; rezone to R-2
    - No. 002 – Dennis Lang, Town of Winneconne, tax parcel no. 030-0064; rezone to R-2
  - Notice of Claim:
    - Wisconsin Public Service (WPS) - \$361.30 for damage to their equipment on Ripple Avenue
    - Gary Retzlaff – damage to his vehicle caused by wet road paint
  - Resolution from Waupaca County – Resolution Number 12 (2019-2020): SUBJECT: Court Fees and Costs in Probate and Juvenile Cases
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the August 20, 2019 County Board meeting
- County Executive's Report
- County Board Chairman's Report

**ZONING REPORTS & ORDINANCES**

- Report No. 001 – April A. Hicks (Becker); Town of Winneconne
  - Amendatory Ordinance No. 09/01/19 – Rezoning from I-2 Heavy Industrial to R-2 Suburban Low Density Residential for tax parcel no. 030-0222-02
- Report No. 002 – Winnebago County Planning & Zoning Committee
  - Amendatory Ordinance No. 09/02/2019 – Winnebago County Planning & Zoning Committee is requesting a Land Use Plan Amendment to include a revised Farmland Preservation Plan and Map
- Report No. 003 – Winnebago County Zoning Department
  - Amendatory Ordinance No. 09/03/2019 – Winnebago County Zoning Department is requesting a text and map amendment to the Floodplain Zoning Code, Chapter 26 of the Winnebago County General Code.

**RESOLUTIONS AND ORDINANCES**

**AMENDED**

- |                            |  |
|----------------------------|--|
| ORDINANCE NO. 179-072019:  | Create Section 7.16 of the General Code of Winnebago County: All Terrain Vehicle/Utility Terrain Vehicle Routes and Regulations<br>Submitted by:<br>HIGHWAY COMMITTEE<br><b>Vote Required: Majority of Those Present</b>                   |
| RESOLUTION NO. 199-092019: | Disallow Claim of Eric Torbeck<br>Submitted by:<br>PERSONNEL AND FINANCE COMMITTEE<br><b>Vote Required: Majority of Those Present</b>  |
| RESOLUTION NO. 200-092019: | Disallow Claim of WE Energies (06/18/2019)<br>Submitted by:<br>PERSONNEL AND FINANCE COMMITTEE<br><b>Vote Required: Majority of Those Present</b>  |
| RESOLUTION NO. 201-092019: | Authorize Abolishing the Office of Coroner for Winnebago County and Implementing a Medical Examiner System in Winnebago County<br>Submitted by:<br>JUDICIARY AND PUBLIC SAFETY COMMITTEE<br><b>Vote Required: Two-Thirds of Membership</b> |

- RESOLUTION NO. 202-092019: Authorize Electric Underground Easement Between Winnebago County and Wisconsin Public Service Corporation  
Submitted by:  
FACILITIES AND PROPERTY MANAGEMENT COMMITTEE  
**Vote Required: Majority of Those Present**
- ORDINANCE NO. 203-092019: Create Section 9.42 of the General Code of Winnebago County: Abandoned Personal Property  
Submitted by:  
JUDICIARY AND PUBLIC SAFETY COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 204-092019: Authorize a System Upgrade Agreement with Motorola to Provide Hardware, Software, and Professional Services and Maintenance of the Winnebago County Sheriff Department's ASTRO 25 System  
Submitted by:  
JUDICIARY AND PUBLIC SAFETY COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 205-092019: Authorize a Three-Year Service Agreement with Stanley Convergent Security Solutions Inc to Continue to Provide Maintenance and Repair Services to the Winnebago County Sheriff Department's Security System  
Submitted by:  
JUDICIARY AND PUBLIC SAFETY COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 206-092019: Authorize Acceptance of Multi-Discharger Variance Program Funds from the City of Fond du Lac Regional Wastewater Treatment Facility  
Submitted by:  
LAND CONSERVATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 207-092019: Support a Request to Wisconsin Governor Tony Evers to Submit an Application to the Centers for Medicare and Medicaid Services for a Waiver of the Federal Rule Excluding Individuals Ages 22-64 Who Suffer from Serious and Persistent Mental Illness from Receiving Medicaid Coverage for Treatment and Short-Term Acute Care  
Submitted by:  
HUMAN SERVICES BOARD COMMITTEE  
LEGISLATIVE COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 208-092019: Authorize Borrowing an Amount Not to Exceed \$9,575,000, and Authorize the Issuance and Sale of General Obligation Promissory Notes Therefor  
Submitted by:  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Three-Fourths of Membership**
- RESOLUTION NO. 209-092019: Authorize the Transfer of \$25,000 from the Winnebago County Human Services Data Processing Account to the Winnebago County Human Services Capital Outlay – Technology Equipment Account to Purchase a Portal for the Department's Luna System  
Submitted by:  
HUMAN SERVICES BOARD  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**

- RESOLUTION NO. 210-092019: Authorize the Transfer of \$40,000 from the Winnebago County Department of Human Services' Other Operating Expense Category to the Winnebago County Department of Human Services' Training/Travel Category to Cover Increased Registration Fees and Lodging for Required Training  
Submitted by:  
HUMAN SERVICES BOARD  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 211-092019: Authorize the Winnebago County UW-Extension Department to Accept Additional Funding from the Sources of Strength Program in the Amount of \$20,417, and Appropriate the Funds to the Related Program Expenses  
Submitted by:  
UNIVERSITY OF WISCONSIN EDUCATION, EXTENSION, AND AGRICULTURE COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 212-092019:: Authorize a Capital Project for Wittman Regional Airport to Construct a New Aviation Business Park Taxiway at a Cost of \$450,000, Funded with an Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue  
Submitted by:  
AVIATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Three-Fourths of Membership**
- RESOLUTION NO. 213-092019: Authorize the Transfer of \$20,219 from the Winnebago County Airport Undesignated Fund to the Winnebago County Airport Maintenance Grounds Account to Repair the Airport Perimeter Road  
Submitted by:  
AVIATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE  
**Vote Required: Two-Thirds of Membership**
- RESOLUTION NO. 214-092019: Execute Utility Easement Agreement between Winnebago County and Wisconsin Bell Inc., d/b/a AT&T Wisconsin  
Submitted by:  
AVIATION COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 215-092019: Support Local Control for Livestock Siting  
Submitted by:  
LEGISLATIVE COMMITTEE  
**Vote Required: Majority of Those Present**
- RESOLUTION NO. 216-092019: Support Take Back the Night Rally  
Submitted by:  
MICHAEL NORTON, District 20  
JULIE GORDON, District 17  
STEPHANIE SPELLMAN, District 10  
LARRY LAUTENSCHLAGER, District 19  
AARON WOJCIECHOWSKI, District 16  
BRIAN DEFFERDING, District 6  
**Vote Required: Majority of Those Present**

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

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

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

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

**Regular Business Session  
August 20, 2019**

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

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

**WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, AUGUST 20, 2019**

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: 35 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Smith, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Singstock, Buck, Powers, Locke, Wise, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 1 - Robl.

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adopt the agenda for tonight's meeting with the change of order of the resolutions, so that No. 195-082019 is acted on following Resolution No. 184-082019. CARRIED BY VOICE VOTE.

**PUBLIC HEARING**

The following persons spoke in opposition of Resolution No. 184-082019 "Support Censure and Issuance of a No-Confidence Vote Against Winnebago County Coroner Barry Busby":

- Thomas O'Connor, former Fond du Lac County Medical Examiner
- Barry Busby, Winnebago County Coroner, reported on his accomplishments as Coroner and announced that he will be retiring from his position as of October 31, 2019.

The following person spoke in support of Resolution No. 184-082019 "Support Censure and Issuance of a No-Confidence Vote Against Winnebago County Coroner Barry Busby":

- Bill Roh, 1555 Lyon Drive, Neenah

**COMMUNICATIONS AND PETITIONS**

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

- Zoning Petitions:
  - No. 1 – Petition for zoning change from April A. Becker; Town of Winneconne; for tax parcel no. 030-0222-02; rezone from I-2 Heavy Industrial District to R-2 Suburban Residential District was referred to the Planning and Zoning Committee.
- Notice of Claim:
  - Claim from Eric Torbeck for injury sustained while an inmate at the county jail was referred to the Personnel and Finance Committee.
  - Claim from WE Energies for damage to electrical equipment caused by a Winnebago County Highway Department mower was referred to the Personnel and Finance Committee.
- Resolution from Burnett County – Resolution #2019-21: Supporting Medicaid Expansion as proposed in Governor Evers' 2019-2021 Executive Budget was referred to the Legislative Committee.
- Resolution from Door County – Resolution #2019-50: Resolution requesting the Wisconsin Legislature End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations was referred to the Legislative Committee.

**REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Norton announced the 2<sup>nd</sup> Annual Wheel Chair Wash will be held on Saturday, September 28, 2019 at the Menasha Senior Center from 10:00 a.m. to 1:00 p.m.

Supervisor Norton reported on his attendance to a program on diversity. Yee Leng Xiong, Marathon County Board Supervisor, Village Trustee and School Board Member spoke on this topic. He will be at the opening ceremonies of the Hmong and National Labor Day celebration to be held at the Winnebago County Community Park August 31 and September 1, 2019 starting at 9:30 a.m.

Supervisor Egan announced that there will be a Legislative Committee meeting on Monday, August 26, 2019 at the JP Coughlin building at 8:30 a.m.

Supervisor Wojciechowski announced that Patty Francour, Director of Information Systems, will do an educational presentation on iPad usage for Roll Call Pro at the special orders meeting on September 3, 2019. Supervisors are encouraged to bring their iPads to this meeting.

Motion by Supervisor Finch and seconded by Supervisor Albrecht to approve the proceedings from the July 16, 2019 county board meeting. CARRIED BY VOICE VOTE.

**COUNTY EXECUTIVE'S REPORT**

Executive Mark Harris spoke in support of the following resolutions:  
Resolution No. 184-082019 – Support Censure and Issuance of a No-Confidence Vote Against Winnebago County Coroner Barry Busby".

**COUNTY EXECUTIVE APPOINTMENTS**  
**Aging and Disability Resource Center Committee**

Executive Harris asked for the Board's approval of his appointment of Michael Norton and re-appointments of Susan Locke and Peter Christianson, 5300 Ann Street, Larsen; to the Aging and Disability Resource Committee. These are three (3) year terms which will expire August 31, 2022. Motion by Supervisor Ellis and seconded by Supervisor Konetzke to approve. CARRIED BY VOICE VOTE.

**Board of Adjustment**

Executive Harris asked for the Board's approval of his re-appointments of Greg Kargus, 2934 Shorewood Drive, Oshkosh and Arden Schroeder, 9458 Highway 76, Neenah to the Board of Adjustment. These are three (3) year terms which will expire June 30, 2022. Motion by Supervisor Finch and seconded by Supervisor Farrey to approve. CARRIED BY VOICE VOTE.

**East Wisconsin Counties Railroad Consortium**

Executive Harris asked for the Board's approval of his re-appointment of Supervisor Larry Smith to the East Wisconsin Counties Railroad Consortium. This is a three (3) year term which will expire April 19, 2022. Motion by Supervisor Snider and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

**Fox Valley Workforce Development Board, Inc.**

Executive Harris asked for the Board's approval of his appointments and re-appointments of Hanna Westphal, Oshkosh Corporation; Russ Haase, Aurora Health Care; Robert Pederson, Apple Nape; Jennifer Marks, Forward Service Corporation and Larry Lautenschlager, Winnebago Area Labor Council to the Fox Valley Workforce Development Board, Inc. Ms. Westphal will replace Jodie Larsen whose term will expire June 30, 2021. Ms. Marks will replace Jim Nitz whose term will expire June 30, 2020. Mr. Haase, Mr. Lautenschlager and Mr. Pederson have three (3) year terms which will expire June 30, 2022, not June 30, 2020 as originally stated. Motion by Supervisor Albrecht and seconded by Supervisor Ellis to approve. CARRIED BY VOICE VOTE.

**Veterans Service Commission**

Executive Harris asked for the Board's approval of his appointment of Lucy Burr, 888 E. Shady Lane, Neenah to the Veterans Service Commission. Ms. Burr will replace Joe Maehl who has resigned. This term will expire December 31, 2019. Motion by Supervisor Snider and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

**COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Ramos reported that Supervisor Robl is excused from this meeting. Supervisor Robl provided a cake for everyone to help celebrate his "92<sup>nd</sup>" birthday.

Chairman Ramos announced that the special orders meeting will be held on Tuesday, September 3, 2019.

**UWO-FOX CITIES CAMPUS CAPITAL PROJECTS**

Dr. Martin Rudd, Assistant Chancellor for Access Campuses and JoAnn L. Rife, UW-Oshkosh Director of Facilities Planning and Construction, provided an overview of capital projects that will be presented to the County Board.

Dr. Rudd stated that this will be the first full academic year since the transition of schools. Working with new colleagues has been beneficial for the system. The Board of Trustees has approved the name change and have provided guidance with the consolidation and operation of the campus. The consolidation has allowed the three campuses to utilize the same curriculum and integrate administration. They are currently working on a new mission statement and hope to present it this fall.

JoAnn Rife presented the capital improvement projects that will be done to the campus.

- Roof Repairs to Main Building
  - Emergency repairs were done in 2018.
  - Estimate for remedial repair would be \$50,000.00. This cost would be split between Winnebago and Outagamie County.
  - Doing the suggested repairs would extend the life expectancy out 10 more years and allow decreased repairs to ceiling tiles, flooring and walls.
- Children's Center Site
  - In existence since 1980.
  - Four permanent teaching staff and approximately a dozen student workers whose salaries are funded by the State.
  - Fixtures, furniture and equipment funds will come from operation funds of this revenue program.
  - Currently 48 children attend this facility.
  - The addition will create space for Teacher/Parent meetings, provide a large motor room, a staff workroom and storage.
  - Total cost of the addition would be \$534,600. This cost would be split between Winnebago and Outagamie County.
- South Parking Lot Repair
  - Lot was constructed in 1990 over poor soil conditions.
  - Parking lots were noted in such bad condition that no PASER rating was given.
  - Winnebago County would include this project in their scope of work for 2020.
  - Total estimated cost of the project would be \$335,200. This cost would be split between Winnebago and Outagamie County.

## **ZONING REPORTS & ORDINANCES**

- Report No. 001 – A report from the Planning & Zoning Committee regarding a requested zoning change from Craig A. Norlin; Town of Winneconne, for tax parcel no. 030-0625. Motion by Supervisor Snider and seconded by Supervisor Gabert to accept. **CARRIED BY VOICE VOTE.**
  - Amendatory Ordinance No. 08/01/19 – A requested zoning change from B-2 Community Business to R-2 Suburban Low Density Residential for tax parcel no. 030-0625. Motion by Supervisor Snider and seconded by Supervisor Gabert to adopt. **CARRIED BY VOICE VOTE.** (Effective Date: August 23, 2019)
- Report No. 002 – A report from the Planning & Zoning Committee regarding a requested zoning change from Timothy Leonard and Victoria Murrell; Town of Omro, for tax parcel no. 016-0032-01. Motion by Supervisor Egan and seconded by Supervisor Ellis to accept. **CARRIED BY VOICE VOTE.**
  - Amendatory Ordinance No. 08/02/19 – A requested zoning change from R-1 Rural Residential, A-2 General Agriculture to A2 General Agriculture for tax parcel no. 016-0032-01. Motion by Supervisor Gabert and seconded by Supervisor Finch to adopt. **CARRIED BY VOICE VOTE.** (Effective Date: August 23, 2019)
- Report No. 003 – A report from the Town of Oshkosh for a text amendment change. Motion by Supervisor Gabert and seconded by Supervisor Farrey to accept. **CARRIED BY VOICE VOTE.**
  - Amendatory Ordinance No. 08/03/19 – A zoning change from the Town of Oshkosh to request a text amendment to Chapter 23, Article 15, Section 15 (1) (part), of the Winnebago County Town County Zoning Code. Motion by Supervisor Gabert and seconded by Supervisor Farrey to adopt. Ayes: 26. Abstain: 1 – Schorse; Nays: 8 – Brunn, Eisen, Binder, Wojciechowski, Gordon, Rasmussen, Snider and Joas. Excused: 1 – Robl. **CARRIED.** (Effective Date: August 23, 2019)
- Report No. 004 – A report from Winnebago County Zoning Department for an amendment to the Winnebago County Sanitary Ordinance. Motion by Supervisor Egan and seconded by Supervisor Finch to accept. **CARRIED BY VOICE VOTE.**
  - Amendatory Ordinance No. 08/04/19 – A zoning change from Winnebago County Zoning to request an amendment to the Winnebago County Sanitary Ordinance to add item (f) to Chapter 16.05 Holding Tanks. Motion by Supervisor Egan and seconded by Supervisor Snider to adopt. **CARRIED BY VOICE VOTE.** (Effective Date: August 23, 2019)
- Amendatory Ordinance No. 08/05/19 – A requested zoning change from the Town of Winneconne on behalf of Robert Mueller, for parcel no. 030-0270, to rezone from A-2 Agricultural District to R-1 Residential District. Motion by Supervisor Snider and seconded by Supervisor Gabert to adopt. **CARRIED BY VOICE VOTE.** (Effective Date: August 23, 2019)

## **RESOLUTIONS & ORDINANCES**

### **RESOLUTION NO. 180-082019: Commendation for Adelita Garcia-Martinez**

WHEREAS, Adelita Garcia-Martinez has been employed with Park View Health Center for the past thirty (30) years, and during that time has been a most conscientious and devoted County employee; and

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

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

BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to Adelita Garcia-Martinez.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

### **RESOLUTION NO. 181-082019: Commendation for Mary Grundy**

WHEREAS, Mary Grundy has been employed with the Winnebago County Department of Human Services for the past thirty-two (32) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 182-082019: Disallow Claim of Jason Davis**

WHEREAS, your Personnel and Finance Committee has had the claim of Jason Davis referred to it for attention; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Jason Davis, filed with the County Clerk on July 3, 2019, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 183-082019: Disallow Claim of Bernie Sorenson**

WHEREAS, your Personnel and Finance Committee has had the claim of Bernie Sorenson referred to it for attention; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Bernie Sorenson, filed with the County Clerk on June 14, 2019, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 184-082019: Support Censure and Issuance of a No-Confidence Vote Against Winnebago County Coroner Barry Busby**

WHEREAS, Chapter 19, Wis Stats, codifies a Code of Ethics for Public Officials and Employees; and

WHEREAS, the Wisconsin Legislature recognizes that high moral and ethical standards among public officials is essential to the conduct of free government, will improve standards of public service, and will promote and strengthen the faith and confidence of Wisconsin residents in their public officials and employees; and

WHEREAS, §19.42(7u), Wis Stats, defines a local governmental unit as a political subdivision of this state; and

WHEREAS, §19.47(7w), Wis Stats, defines a local public office as an elective office of a local governmental unit; and

WHEREAS, §19.59(1)(a), Wis Stats, provides in pertinent part that no local public official may use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family; and

WHEREAS, §19.59(1)(c)(2), Wis Stats, provides no local public official may use his or her office or position in a way that produces or assists in the production of a substantial benefit, direct or indirect, for the official or one or more members of the official's immediate family either separately or together; and

WHEREAS, under Wisconsin State Law, coroners are authorized to investigate deaths in which there are unexplained, unusual, or suspicious circumstances; and

WHEREAS, Barry Busby was initially appointed as the Winnebago County Coroner in 1997. Mr. Busby has served as the Winnebago County Coroner for the past 22 years, most recently being elected in November 2018; and

WHEREAS, credible information has surfaced demonstrating that Mr. Busby has spent weeks at a time out of state during 2018 and 2019; and

WHEREAS, Winnebago County telephone records associated with Mr. Busby's county-issued cell phone show him making or receiving calls from out of the state for most of this past winter, starting only weeks after his re-election; and

WHEREAS, in Mr. Busby's absence from this State, one of Winnebago County's deputy coroners must cover Coroner Busby's absence, incurring a cost to tax payers because deputies are paid on a per diem basis with additional expense reimbursement; and

WHEREAS, additional information has surfaced regarding sexual harassment allegations leveled against Mr. Busby, some of which Mr. Busby does not deny; and

WHEREAS, §59.34(1)(b), Wis Stats, provides that the coroner shall exercise all the powers and duties of the sheriff and undersheriff of that county in their absence.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby censures Coroner Barry Busby and issues a No-Confidence Vote against Winnebago County Coroner Barry Busby.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the Winnebago County Clerk to forward a copy of this Resolution to the Office of State of Wisconsin Governor Tony Evers, the Wisconsin Coroners' and Medical Examiners' Association, and all state senators and assembly members representing Winnebago County constituents.

Submitted by:  
JUDICIARY AND PUBLIC SAFETY COMMITTEE

Motion by Supervisor Wingren and seconded by Supervisor Ellis to adopt. Motion by Supervisor Eisen and seconded by Supervisor Binder to postpone this resolution until September 3, 2019 Special Orders meeting to see if a letter has been submitted to the Sheriff for the Coroner's resignation. Vote on Postponement: AYES: 11 – Konetzke, Brunn, Eisen, Albrecht, Gabert, Binder, Locke, Finch, Youngquist, Snider and Joas; NAYES: 23; ABSTAIN: 1 – Konrad; ABSENT: 1 – Robl. FAILED.

Motion by Supervisor Wingren and seconded by Supervisor Lautenschlager to call for the question. Vote on call for the Question: AYES: 29; NAYES: 5 – Konetzke, Eisen, Lenz, Wojciechowski and Joas; ABSTAIN: 1 – Brunn; ABSENT: 1 – Robl. CARRIED.

Vote on Resolution: AYES: 29; NAYES: 1 – Snider; ABSTAIN: 5 – Gabert, Konrad, Locke, Youngquist and Joas; ABSENT: 1 – Robl. CARRIED.

**RESOLUTION NO. 195-082019: Amend the Table of Organization for the Winnebago County District Attorney's Office to Eliminate One Full-time Administrative Associate V Position and Add One Full-time Crime Data Analyst Position**

WHEREAS, Winnebago County has been an innovator in alternative and diversion programs in the criminal justice system, and has a need to continually evaluate those programs to make sure they are cost-effective and adequately protect the public; and

WHEREAS, in the past a Crime Data Analyst position had been shared between the Winnebago County Sheriff's Office and the Winnebago County District Attorney's Office, but that position over time became more involved in investigating online crime and in 2016 was absorbed fully into the Sheriff's Office as a Crime Analyst position; and

WHEREAS, since 2016 some of the data analysis for the District Attorney's Office has been provided by an Administrative Associate V position, but the Administrative Associate V position is currently vacant, and more advanced data analysis skills are needed than can be readily found in the applicant pool for an Administrative Associate position.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that the Table of Organization for the Winnebago County District Attorney's Office is amended by deleting one full-time Administrative Associate V position and by adding one full-time Crime Data Analyst position.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 185-082019: Authorize Transfer of Jurisdiction and Maintenance of a Portion of County Trunk Highway GG to the Town of Vinland**

WHEREAS, the Winnebago County Highway Department has determined that the public interest is best served by transferring jurisdiction and maintenance of a portion of CTH GG, beginning at CTH A for a distance of 740 Lineal Feet West; and

WHEREAS, the Town of Vinland must pass a resolution accepting the transfer of jurisdiction and maintenance of the aforementioned segment of roadway; and

WHEREAS, the Wisconsin Department of Transportation must record transfers of jurisdiction in the State records; and

WHEREAS, §83.025, Wis Stats, enables Winnebago County and the Town of Vinland to enter into an agreement transferring jurisdiction and maintenance of the aforementioned segment of roadway, thereby facilitating the changes in the highway system.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves transfer of jurisdiction and maintenance of an existing segment of County Trunk Highway GG, from CTH A to a distance of 740 Lineal Feet West, to the Town of Vinland.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that, pursuant to this Resolution, transferring the responsibility of jurisdiction and maintenance of the aforementioned segment of CTH GG to the Town of Vinland, shall become effective on November 1, 2020, upon the passage of a resolution by the Town of Vinland accepting jurisdiction and maintenance.

Submitted by:  
HIGHWAY COMMITTEE

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

**RESOLUTION NO. 186-082019: Authorize a Four-Year Agreement Between Waupaca County and Winnebago County for Participation in the Upper Fox-Wolf River Regional Demonstration Farm Network**

WHEREAS, governmental bodies are authorized to enter into mutual agreements under the provisions of §66.0301, Wis Stats, for the receipt or furnishings of services or the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Waupaca County and Winnebago County believe that by working together in a cooperative agreement they can achieve county water quality goals through the creation of a Regional Demonstration Farm Network; and

WHEREAS, Waupaca County by its Land and Water Conservation Department (LWCD) has signed a Contribution Agreement (#NR185F48XXXXC023) with the United States Department of Agriculture's Natural Resource Conservation Service (USDA-NRCS) to facilitate and cost-share the creation and operation of a Demonstration Farm Network in the Upper Fox-Wolf Basin; and

WHEREAS, the USDA-NRCS is providing 75% of the costs associated with the Regional Demonstration Farm Network; and

WHEREAS, there are a total of eight counties participating in this Regional Demonstration Farm Network to share the remaining 25% of associated costs during the four-year agreement; and

WHEREAS, your Land and Water Conservation Department is not requesting additional funds to participate in the Regional Demonstration Farm Network.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that, the Winnebago County Land and Water Conservation Department is hereby authorized to enter into an Agreement with Waupaca County and the Regional Demonstration Farm Network for the purposes of educating producers on new and innovative farming practices that conserve and protect the resources of Winnebago County.

Submitted by:  
LAND CONSERVATION COMMITTEE

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

**RESOLUTION NO. 187-082019: Support Legislation to End the Use of Personal Conviction Waivers for School and Day Care Center Immunizations**

WHEREAS, vaccine-preventable diseases, such as measles, are highly contagious and can result in serious health complications, including pneumonia and encephalitis, and lead to death; and

WHEREAS, outbreaks of measles have impacted multiple states in 2019, and a measles exposure was recorded in Wisconsin in 2018; and

WHEREAS, the effectiveness and safety of vaccines have been well established; and

WHEREAS, the Affordable Care Act has allowed greater access to insurance coverage for vaccinations, which are readily available in medical offices and pharmacies, and public health departments continue to serve those eligible for the Vaccines for Children Program; and

WHEREAS, Wisconsin's immunization laws, §252.04(3), Wis Stats, and §DHS 144.06, Wisconsin Administrative Code, permit parents to opt out of or waive some or all of the vaccinations required to attend school or group day care based on their personal beliefs; and

WHEREAS, the Wisconsin Public Health Association supports a change in school and day care center immunization law that eliminates personal conviction waivers for students in Wisconsin public and private schools and for children who attend group day cares.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby respectfully requests that the Wisconsin Legislature end the use of personal conviction waivers for school and day care center immunizations.

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

Submitted by:  
BOARD OF HEALTH

Motion by Supervisor Norton and seconded by Supervisor Ellis to adopt. Corporation Counsel, Mary Ann Mueller reported that there is pending legislation (2019 SB262) regarding this matter, therefore it requires three-fourths of membership to pass.

Motion by Supervisor Eisen and seconded by Supervisor Farrey to refer to Legislative Committee for discussion. FAILED BY VOICE VOTE.

After discussion with Corporation Counsel, it was determined that Legislative Committee Rule No. 24.5 states that the Legislative Committee shall review proposed federal and state legislation and administrative regulations impacting upon the County and shall provide and inform area legislators and Wisconsin Legislative Committees of the recommendations of the County Board.

It was determined that the previous motion to refer to the Legislative Committee could be reconsidered. Motion by Supervisor Gabert and seconded by Supervisor Farrey to refer to the Legislative Committee. Supervisor Wingren challenged this motion. No vote on this motion because Chairman Ramos, as the Chairman of the Board of Health, pulled this resolution from the tonight's agenda.

**RESOLUTION NO. 188-082019: Authorize the Transfer of an Additional \$77,046 from the Undesignated General Fund Balance to the Winnebago County Facilities Department Capital Outlay Account for the Concrete Base and Sewer and Utility Hookups Needed to Secure Independent Housing for Chapter 980 Offenders**

WHEREAS, recent amendments to Chapter 980, Wis Stats, regarding Supervised Release of Sexually Violent Person Commitments, require Winnebago County to identify appropriate residential housing options for Winnebago County residents who are subject to supervised release; and

WHEREAS, the new law imposes significant geographical restrictions on where such housing can be located; and

WHEREAS, attempts to secure appropriate independent housing given the law's strict parameters have been unsuccessful; and

WHEREAS, failure to provide said residents under supervised release status with appropriate residential options subjects Winnebago County to fines of up to \$1,100 per day to be assessed against Winnebago County; and

WHEREAS, Winnebago County's statutorily-created temporary committee has located a parcel of land owned by Winnebago County and within the Oshkosh City limits that meets all the legal criteria; and

WHEREAS, since the parcel of land is owned by Winnebago County, the County would become the landlord and the State of Wisconsin would be required to pay Winnebago County rent for providing this residential option; and

WHEREAS, at the December 4, 2018, meeting of the City of Oshkosh Planning Commission, the Commission voted to allow a manufactured housing unit to be located on said parcel of land located in the City of Oshkosh and owned by Winnebago County; and

WHEREAS, at the December 18, 2018, meeting of the Winnebago County Board of Supervisors, the Board passed Resolution 097-122018 authorizing the transfer of \$100,000 to cover the cost of placing a manufactured housing unit on this Winnebago County-owned parcel of land, the cement base on which to place the housing unit, and various hookups; and

WHEREAS, the project bid for the concrete base and sewer and utility hookups came in at approximately \$101,650 and the mobile home at \$46,865, resulting in the project being underfunded by \$77,046, to include contingencies.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the transfer of an additional \$77,046 from the Undesignated General Fund balance to the Winnebago County Facilities Department Capital Outlay account to cover the additional cost of the manufactured home, the concrete base, and the sewer and utility hookups needed to secure independent housing for Chapter 980 offenders.

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 189-082019: Authorize an Additional \$578,900 to the Capital Project for the Winnebago County Facilities and Property Management Department to Upgrade the Controls and Functionality of the Three (3) Courthouse Elevators, Funded with an Advance from the General Fund to be Reimbursed from a Subsequent Bond Issue**

WHEREAS, the two (2) main Courthouse passenger elevators and one (1) Courthouse prisoner elevator have 1938 vintage controls and equipment which are composed of parts and electronics that are no longer manufactured and are very difficult to obtain, if at all; and

WHEREAS, the elevators are experiencing more frequent and longer lasting breakdowns, and this is impacting passengers; on several occasions over the past year, elevator failures required the assistance of the Fire Department to release passengers; and

WHEREAS, funds from this capital project will be used to upgrade the elevators with modern digital controls and more energy efficient motors and transmissions; and

WHEREAS, at the County Board meeting held on Tuesday, March 19, 2019, the Winnebago County Board of Supervisors passed Resolution 125-032019 authorizing this capital project at a cost of \$795,000 to be funded by bond proceeds; and

WHEREAS, the project bid came in at approximately \$1,373,900, resulting in the project being underfunded by \$578,900.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes an additional \$578,900 to the capital project for the Winnebago County Facilities and Property Management Department to upgrade the controls and functionality of the three (3) courthouse elevators.

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

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

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

Motion by Supervisor Farrey and seconded by Supervisor Lautenschlager to amend the title of the resolution to read as follows: "Authorize an Additional \$578,900 to the Capital Project for the Winnebago County Facilities and Property Management Department to Upgrade the Controls and Functionality of the Three (3) Courthouse Elevators, to be Funded from the Undesignated General Fund Balance."

Amending lines 27 and 28 to read as follows: "BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors will pay for the capital project with the Undesignated General Fund Balance".

Amending lines 30 and 31 to read as follows: "Fiscal Impact: The Undesignated General Fund Balance will decrease by \$578,900". The vote required to pass this amendment would change to two-thirds of membership. Vote on Amendment: AYES: 14 – Konezke, Brunn, Defferding, Lenz, Smith, Albrecht, Singstock, Locke, Wise, Finch, Youngquist, Farrey, Ellis and Snider; NAYES: 21; ABSTAIN: 0; ABSENT: 1 – Robl. FAILED.

Vote on Resolution as Presented: AYES: 33; NAYES: 2 – Defferding and Farrey; ABSTAIN: 0; ABSENT: 1 – Robl. CARRIED.

**RESOLUTION NO. 190-082019: Authorize an Additional \$1,518,097 to the Capital Project for the Winnebago County Facilities and Property Management Department to Repair / Replace the Windows at the Courthouse, Funded with an Advance from the General Fund to be Reimbursed from a Subsequent Bond Issue**

WHEREAS, the windows in the Winnebago County Courthouse are circa 1938 and have significant deterioration; and

WHEREAS, storm windows were later added to increase efficiency; and

WHEREAS, the storm windows have created a void that traps moisture and is causing significant deterioration to plaster and drywall due to the deterioration of the seals of the outside windows; and

WHEREAS, the best solution is to replace the existing windows with thermal pane windows matching the historic aesthetics of the existing windows; and

WHEREAS, at the September 15, 2015, Meeting of the Winnebago County Board of Supervisors, the Board passed Resolution 210-092015 authorizing this capital project at a cost of \$1,200,000 to be funded by bond proceeds; and

WHEREAS, the project has been bid twice before, the first time receiving no bidders and the second time receiving three bids exceeding the budget by over 300%; and

WHEREAS, a third request for bids resulted in the receipt of three bids, of which the lowest responsible bid was \$2,450,000, which exceeds the project budget. After engineering costs that have already been paid and contingencies the budget shortfall is \$1,518,097.00.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes an additional \$1,518,097 to the capital project for the Winnebago County Facilities and Property Management Department to repair / replace the windows at the courthouse.

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

Submitted by:

FACILITIES AND PROPERTY MANAGEMENT COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Keller and seconded by Supervisor Snider to adopt. VOTE ON RESOLUTION – AYES: 31; NAYES: 4 – Brunn, Wojciechowski, Farrey and Joas; ABSTAIN: 0; ABSENT: 1 – Robl. CARRIED.

**RESOLUTION NO. 191-082019: Authorize the Winnebago County Parks Department to Accept a Grant from the Fox River Natural Resources Damage Assessment (NRDA) Council in the Amount of \$100,000 to Assist in Funding the Replacement of the Ice Damaged Asylum Point Island Bridge with a Metal Clear Span Structure**

WHEREAS, an ice shove that occurred in 2017 displaced the existing sixteen (16) year old wood pile walking bridge at Asylum Point Island to the extent that it is no longer useable; and

WHEREAS, citizens regularly traversed the bridge to crossover from the mainland to Asylum Point Island where they would view the Asylum Point Lighthouse and enjoy fishing and hiking opportunities; and WHEREAS, Winnebago County Parks personnel also used the bridge for mower access and to service two (2) picnic sites; and

WHEREAS, Winnebago County wishes to restore safe access to Asylum Point Island for public use; and

WHEREAS, the Asylum Point Island Bridge Replacement Project will require contractors to remove the damaged wood pile bridge and install a metal frame clear span structure with supporting bridge abutments; and

WHEREAS, Winnebago County Parks Department presently has \$40,000 available in funding for the bridge replacement project assigned within the 2019 Budget; and

WHEREAS, the Fox River Natural Resources Damage Assessment Council (NRDA Council) has awarded Winnebago County a \$100,000 grant to help support the Asylum Point Bridge Replacement Project; and

WHEREAS, accepting the NRDA Council's \$100,000 grant award will be necessary in order to complete the Asylum Point Island Bridge Replacement Project and bring about restoration of safe public access to the island.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Parks Department to accept a grant from the Fox River Natural Resources Damage Assessment Council in the amount of \$100,000 to assist in funding the replacement of the ice-damaged Asylum Point Island Bridge with a metal clear span structure

Submitted by:  
PARKS AND RECREATION COMMITTEE  
PERSONNEL & FINANCE COMMITTEE

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

**RESOLUTION NO. 192-082019: Authorize the General Services Department to Enter into a 5-Year Lease Agreement with Gordon Flesch Company Inc for (Dual Purpose) Copy / Fax / Scanning Machines**

WHEREAS, Winnebago County is nearing the end of its lease agreement for dual purpose machines to be placed in various County Departments; and

WHEREAS, a Request for Proposal was issued for new contract proposals to be submitted for these machines; and

WHEREAS, a team consisting of staff from several County Departments that are large users was assembled to evaluate the proposals; and;

WHEREAS, the selection team recommended Gordon Flesch Company Inc to provide dual purpose machines for the next five (5) years; and;

WHEREAS, the process of leasing machines County-wide has worked effectively for the past ten (10) years.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the General Services Department to enter into a five (5)-year contract with Gordon Flesch Company Inc to provide Winnebago County with dual purpose copy machines.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 193-082019: Authorize Execution of Exposition Center Multi-year Rental Agreement Between Winnebago County and the Winnegamie Home Builders Association**

WHEREAS, Winnebago County recognizes that the Winnegamie Home Builders Association wishes to obtain the rights to hold its annual Home Builders Show event at the Sunnyview Exposition Center for a period of three (3) consecutive years; and

WHEREAS, the Winnegamie Home Builders Association has been a tenant in good standing of the Sunnyview Exposition Center facilities for more than twenty years (20) years while presenting its annual Home Builders Show event; and

WHEREAS, the Home Builders Show presented by Winnegamie Home Builders Association is open to the public and is an event of merit for the Sunnyview Exposition Center facilities; and

WHEREAS, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the Home Builders Show will bring in the following amounts annually; 2020 total use fee \$7,940.06; 2021 total use fee \$7,940.06; and 2022 total use fee \$7,940.06; and

WHEREAS, it is in the best interest of Winnebago County to permit the long-range scheduling of such events to allow the promoter to secure necessary agreements with subcontractors; and

WHEREAS, the long-range scheduling of events at the Sunnyview Exposition Center allows county staff to efficiently program the expo in a manner that helps maximize its use and ensures generation of revenue.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to execute a multi-year rental agreement between Winnebago County and the Winnegamie Home Builders Association for a period of three (3) consecutive years.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of the Agreement shall be made available upon request to the Winnebago County Parks Department Director or the Winnebago County Corporation Counsel.

Submitted by:  
PARKS AND RECREATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 194-082019: Authorize Rental Agreement Between Winnebago County and Morgan Masterpiece Inc LLC**

WHEREAS, Winnebago County recognizes that Morgan Masterpiece Inc wishes to hold its annual Morgan Horse Show event at the Sunnyview Exposition Center for a period of two (2) consecutive years; and

WHEREAS, Morgan Masterpiece Inc has been a tenant of the Sunnyview Exposition Center facilities in good standing for ten (10) years while presenting an annual Morgan Horse Show event; and

WHEREAS, the Morgan Horse Show presented by Morgan Masterpiece Inc is open to the public and is an event of merit for the Sunnyview Exposition Center facilities; and

WHEREAS, excluding Pepsi Bottling Group sales totals to be post-billed as per amount used, the Morgan Horse Show will bring in the following amounts annually; 2020 total use fee \$12,024.63; and 2021 total use fee \$12,310.00; and

WHEREAS, it is in the best interest of Winnebago County to permit the long-range scheduling of such events to allow the promoter to secure necessary agreements with subcontractors; and

WHEREAS, the long-range scheduling of events at the Sunnyview Exposition Center allows County staff to efficiently program the Exposition Center in a manner that helps maximize use and ensure generation of revenue.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and Winnebago County Clerk to execute the rental agreement between Winnebago County and Morgan Masterpiece Inc for a period of two (2) consecutive years.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that a copy of the Agreement shall be made available upon request to the Winnebago County Parks Department Director or the Winnebago County Corporation Counsel.

Submitted by:  
PARKS AND RECREATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 196-082019: Amend the Table of Organization for the Winnebago County Public Health Department to Eliminate One Full-time Administrative Associate-Public Health Position and Add One Full-time Accounting Associate Position**

WHEREAS, an Administrative Associate-Public Health position has been one of two positions in the Winnebago County Public Health Department having accounting and budget responsibilities; and

WHEREAS, the Administrative Associate-Public Health position is currently vacant, due to an internal transfer; and

WHEREAS, the Public Health Department has need of accounting and budget services beyond those normally provided by an Administrative Associate position, particularly in regard to tracking revenue and expenses related to the numerous sources of grant funding, and after consultation with the Finance and Human Resources Departments it was concluded that these services could be better provided by an Accounting Associate position.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors, that the Table of Organization for the Winnebago County Public Health Department be amended by deleting one full-time Administrative Associate-Public Health position and adding one full-time Accounting Associate position.

Submitted by:  
PERSONNEL AND FINANCE

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

**RESOLUTION NO. 197-082019: Amend the Table of Organization for Park View Health Center by Reducing Sixteen (16) Full-Time Equivalent Nurse Aide Positions and Adding Sixteen (16) Full-time Equivalent Hospitality Aide Positions.**

WHEREAS, there is a widespread shortage of Certified Nursing Assistants throughout the State of Wisconsin, and Park View Health Center has not been able to maintain its desired staffing levels of Certified Nursing Assistants; and

WHEREAS, many of the duties needed to maintain a high standard of care for residents do not require certification, and other long-term care facilities have had some success in hiring Hospitality Aides in place of some Certified Nursing Assistants.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the Table of Organization for park View Health Center is amended by reducing sixteen (16) full-time equivalent Nurse Aide positions and adding sixteen (16) full-time equivalent Hospitality Aide positions.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

**RESOLUTION NO. 198-082019: Approve a Two-Year Contract for Prescription Benefit Management Services with National CooperativeRx**

WHEREAS, as part of its self-funded health plan for employees, dependents, and retirees, Winnebago County needs the services of a Prescription Benefit Manager (“PBM”), which is the company that obtains discounts and rebates for prescription drugs and administers prescription drug claims under our health plan; and

WHEREAS, our health benefits consultants issued a request for proposals on our behalf for PBM services for calendar year 2020; and

WHEREAS, the best proposal received was from National CooperativeRx, a Wisconsin-based cooperative that has a master agreement under which PBM services are provided to its members by CVS/Caremark, one of the largest national PBMs; and

WHEREAS, joining the National CooperativeRx requires a two-year commitment, covering 2020 and 2021; and

WHEREAS, by joining the National CooperativeRx, it is estimated that our health plan will save approximately \$416,000 per year in prescription costs after rebates when compared to our current PBM.

NOW, THEREFORE, BE IT RESOLVED, by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a two (2)-year contract covering 2020 and 2021 with National CooperativeRx.

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

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

Motion by Supervisor Albrecht and seconded by Supervisor Finch to adjourn until the September 3, 2019 special orders meeting at 6:00 p.m. The meeting was adjourned at 9:00 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 August 20, 2019.

Julie A. Barthels  
Winnebago County Deputy Clerk

## 2019 WINNEBAGO COUNTY LWCD PROJECT LIST

LANDOWNER/OPERATOR	LOCATION	PROJECT (BMP)	FUNDING SOURCE IF COST SHARED	STATUS
	Rushford	WW	LWRM	Installed
	Clayton	WW	TBD	2019
	Nekimi	WW	MDV	2019/2020
	Poygan	WW	County	2019
	Winneconne	SP/Breakwall modifications	NRDA/County/GLRI?	2020
	Winchester	SP	County/NRDA	2020
	Poygan	MSA	EQIP	2019
	Fox Crossing	WA	County	Installed
	Nepeuskun	WR	County/NRDA	2019
	Algoma	WA	County	2019
	Winnebago County	AIS-Cln Boats,Cln Water	County	2017-2019
	Algoma	WA	County	Installed
	Wolf River	SP	County	2020
	Fox Crossing	WA	County	Installed
	Nekimi	WW	LWRM	2019
	Poygan	SHC	County	2018-2023
	Utica	WW	LWRM	2019
	Wolf River	SP-Phase 2	NRDA/DNR	2019
	Oshkosh	SP & SHRUB	County	2019
	Wolf River	WR	County/USFWS	2019
	Omro	WR	LWRM/County	2019
	Algoma	WA	County	2019
	City of Menasha	SP	TBD	2020
	City of Oshkosh	RG	County/Rotary	2019
	Utica	SHC	County	2019-2024
	Fox Crossing	WA	County	2019
	Nekimi	WW	LWRM	2019
	Nepeuskun	2 CCs/CW/AR	EQIP	2019
	Omro	SP	County	2020
	Algoma	WA	County	Installed
	Algoma	WA	County	Installed
	T-Oshkosh	WA	County	2019
	Winneconne	SP	County/NRDA	2020
	Algoma	WA	County	Installed
	Fox Crossing	WA	County	2019
	Nekimi	WW	County	2019
	Wolf River	SHRUB	County	2020
	Black Wolf	WR	EQIP	2019
	Fox Crossing	WA	County	2019
	Wolf River	SP	County	2020
	Utica	WW/MC	?	2019/2020

MS - Manure Storage, MSA - Manure Storage Abandonment, BY - Barnyard Runoff, WW- Waterway System, WR - Wetland Restoration, SHRUB - Shoreline Restoration Urban Site, FEED - Feed Storage Runoff, TRANSFER - Manure Transfer System, WA - Well Abandonment, SP - Shoreline/Streambank Protection, CC-Cattle Crossing, MC - Machinery Crossing, VEG BUFF-Vegetated Conservation Buffer, AIS-Aquatic Invasive Species, CW-Cattle Waterer, RG - Rain Garden, AR - Access Road, SHC-Soil Health Challenge Program

Shaded area indicates the BMPs/Projects added to the list since the previous printing (2-2019)

Updated 8/27/2019

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2019-ZC-5020 filed with the County Clerk by:

HICKS(BECKER), APRIL A, Town of WINNECONNE and referred to the Planning and Zoning Committee on 8/20/2019 and

WHEREAS, a Public Hearing was held on 8/27/2019, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

Owner(s) of Property: HICKS(BECKER), APRIL A  
Agent(s):

Location of Premises Affected: 602 N 9TH ST  
WINNECONNE, WI 54986

Legal Description: Being a part of the NE 1/4 of the SE 1/4, Section 17, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

Tax Parcel No.: 030-022202

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

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

And  
WHEREAS, we received notification from the Town of WINNECONNE 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 WINNECONNE has Approved. Town action is advisory due to shoreland jurisdiction. Town findings for Approval were as follows:

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

NOW THEREFORE BE IT RESOLVED, that this committee hereby reports our findings for your consideration and is hereby recommending Approval by a vote of 5-0 .

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

\_\_\_\_\_  
For the Planning and Zoning Committee

**AMENDATORY ORDINANCE # 09/01/19**

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2019-ZC-5020 as follows:

Being a part of the NE 1/4 of the SE 1/4, Section 17, Township 19 North, Range 15 East, Town of Winneconne, Winnebago County, Wisconsin.

FROM: I-2 Heavy Industrial,

TO: R-2 Suburban Low Density Residential,

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

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

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

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

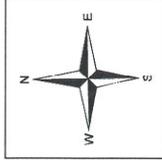
County Board Supervisory district- 35 - SNIDER

**Application #19-ZC-5020**

Date of Hearing:  
August 27, 2019

Owner(s):  
Hicks, April A.

Subject Parcel(s):  
030022202



Winnipeg 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

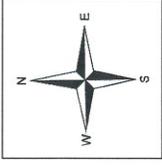
Incorporated Area



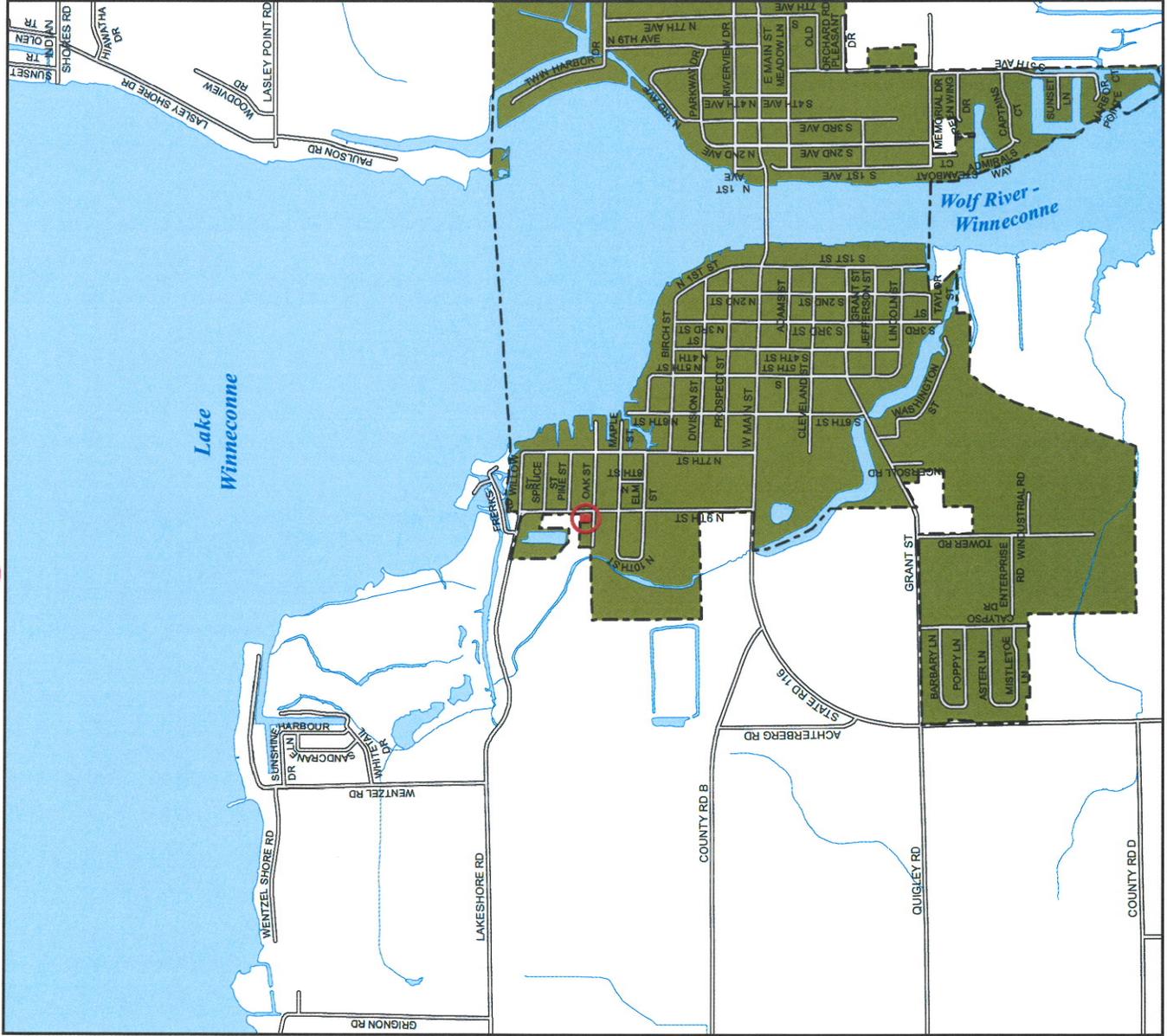
○ = SITE

**Application #19-ZC-5020**

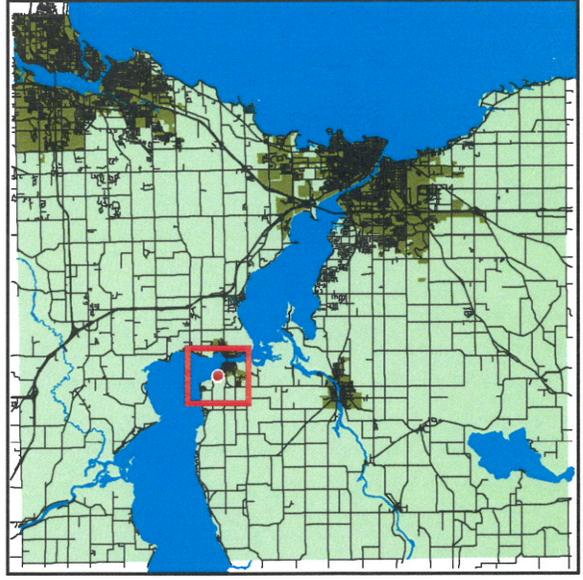
Date of Hearing:  
**August 27, 2019**  
Owner(s):  
**Hicks, April A.**  
Subject Parcel(s):  
**030022202**



*Winnepago County  
WINGS Project*



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

**TO THE WINNEBAGO COUNTY BOARD SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Comprehensive Land Use Plan amendment 19-LUPA-5050 filed with the County Clerk by:

Winnebago County Planning & Zoning Committee

WHEREAS, a Public Hearing was held on August 27<sup>th</sup>, 2019 and September 6<sup>th</sup>, 2019, pursuant to mailed and published notice as provided by as on the following:

**PROPERTY INFORMATION:**

*Applicant(s):* Winnebago County Planning & Zoning Committee  
PO Box 2808  
Oshkosh WI 54903-2808

WHEREAS,

Applicant is requesting a Land Use Plan amendment to include a revised Farmland Preservation Plan and Map.

And

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

1. There were no objectors
2. Proposed amendment is to include an amendment to the Farmland Preservation Plan and Map in the County's Comprehensive Future Land Use Plan.

NOW THEREFORE BE IT RESOLVED that this committee hereby reports our findings for your consideration and is hereby recommending Approved. 5-0 with an implementation date of January , 2020.

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 # 09/02/19**

The Winnebago County Board of Supervisors do ordain Comprehensive Land Use Plan Amendment # 19-LUPA-5050 as follows:

Applicant is requesting a Land Use Plan Amendment to include a revised Farmland Preservation Plan and Map.

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

Shiloh Ramos, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED

VETOED

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

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

**BRIAN P. O'ROURKE**  
Associate Planner



112 OTTER AVE, PO BOX 2808  
OSHKOSH, WI 54903-2808

OSHKOSH (920) 232-3340  
FOX CITIES (920) 727-2880  
FAX (920) 232-3347

**Winnebago County**  
Zoning Department

Zoningdepartment@co.winnebago.wi.us

The Wave of the Future

## **MEMORANDUM**

**DATE:** September 5, 2019

**TO:** County Board

**FROM:** Brian P. O'Rourke, AICP

**RE:** Proposed amendment to the Winnebago County Comprehensive Future Land Use Plan & Farmland Preservation Plan & Map

In September of 2017 Winnebago County Board adopted a newly revised Farmland Preservation Plan & Map, which is an element of the County's Comprehensive Future Land Use Plan. A Farmland Preservation Plan (FPP) is based on a state mandated program, regulated by the Department of Agriculture, Trade & Consumer Protection (DATCP) that all Counties must adopt. Property owners participating in an FPP, that has been certified by DATCP, may claim a \$7.50 per acre tax credit each year.

In October of 2017 the Planning, Zoning, & G.I.S. Department submitted the County Board adopted FPP to DATCP for certification. In November we received notice that DATCP refused to certify the Winnebago County FPP and Map based on how the map was developed. The Ad Hoc Steering Committee, that consisted of Town Officials as well as private citizens, which was tasked with assisting the Planning & Zoning Department staff with developing the revised FPP, determined that property owners should not be included in the map without their knowledge as well as permission, as there are additional property restrictions associated with an FPP; both staff and the Planning & Zoning Committee agreed with this approach. However, DATCP stated that developing a FPP Map based on landowner preference did not meet their Certification Review Requirements.

In an effort for Winnebago County to receive DATCP certification the Planning & Zoning Committee requested a meeting with the Secretary of Agriculture, which took place in January of 2018, which also included staff from DATCP. County Planning & Zoning staff provided a brief presentation and explanation of how Winnebago's FPP and Map were developed. After a discussion with the individuals in attendance, the Secretary of Agriculture agreed with DATCP staff that the criteria Winnebago County used to develop the FPP map did not meet the certification review criteria.

At that time DATCP staff suggested allowing each individual Town in Winnebago County to develop their own FPP map, which would then need to be submitted to the County to be adopted as a County FPP and Map. Although the County is not mandated to allow this, there was a unanimous consensus of the Planning & Zoning Committee to grant permission to all Towns in the County the opportunity to develop their own FPP map in an effort to receive certification of the FPP and Map by DATCP. A notice was sent in February of 2018 to each Town explaining DATCP's suggestion, with a deadline of July 1<sup>st</sup>, 2019, to submit a map.

The Town of Nepeuskun was the only Town in Winnebago County to submit a FPP map. A public hearing of the Planning & Zoning Committee was held on August 27<sup>th</sup>, 2019, to allow public input on the map submitted by the Town. A deliberative was then held on September 6<sup>th</sup>, 2019, in order for staff and the Committee to discuss the proposed Town of Nepeuskun map, with a vote of 5-0 to recommend approval of the map.

Therefore the proposed Winnebago County Comprehensive Future Land Use Plan and Farmland Preservation Plan & map amendment is essentially the removal of the existing FPP map, which includes farmland preservation areas in eight Towns, and inserting the map that the Town of Nepeuskun has submitted. If County Board approves the proposed amendment, Planning, Zoning, and G.I.S. staff will then submit the amended FPP and Map to DATCP in an effort to receive certification.

Please be aware that State Statutes require all Counties to have a FPP that has been adopted by its County Board. Winnebago County fulfilled this mandate in September of 2017 when the current FPP and Map was adopted by this Board, therefore approval of this proposed amendment is not a requirement of DATCP.



Brian P. O'Rourke, AICP  
Land Use Planner

## Rationale Used to Determine Farmland Preservation Areas

The Town of Nepeuskun Farmland Preservation Plan Map identifies two areas: "Farmland Preservation Areas" and "Nonagricultural Development Areas". The "Areas of Agricultural Use and Agriculture Related Use" are considered to be within the Farmland Preservation Area and the "Areas of Nonagricultural Development" are within the Nonagricultural Development Area. The rationale and criteria used to determine the Farmland Preservation Areas and Areas of Nonagricultural Development were as follows:

### **Farmland Preservation Areas (Areas of Agricultural Use and Agriculture Related Use)**

Please note that land designated as a farmland preservation area only needs to meet one of the following criteria.

- Working farmland defined as: Parcels greater than ten (10) acres with 10 acres or more of agricultural use. Working farmland was based on 2015 aerial photo interpretation, Planning Commission and public review.
- Additional agriculture, forest and open space land within the contiguous ownership border of identified working farmland parcels (those identified above).
- Additional agriculture, forest and opens space land on parcels greater than 8 acres that were not captured by the prior two criteria.
- All State and Federal owned property.
- Remnant parcels greater than 10 acres zoned A-2.
- Any remnant parcels zoned A-1.
- Parcels requested INTO farmland preservation through public input. Public input was provided at a public meeting held August 6, 2018. All property owners notified of the public meeting via direct mail. Also, meeting postings at traditional town posting sites and the town web page.

### **Areas of Nonagricultural Development (Excluded)**

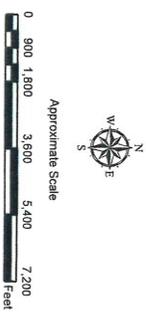
- Land not meeting the farmland preservation criteria listed above.
- Parcels requested OUT of farmland preservation through public input. Public input was provided at a public meeting held August 6, 2018. All property owners notified of the public meeting via direct mail. Also, meeting postings at traditional town posting sites and the town web page.



**Town of Nepeskuun**  
 Winnebago County, Wisconsin  
**Farmland Preservation Plan**

- Farmland Preservation Areas**
  - Area of Agricultural Use and Agriculture Related Use
- Nonagricultural Development Areas**
  - Area of Nonagricultural Development

- Map Features**
- Parcel Lines
  - Section Lines
  - Waterways
  - Open Water



This base map was created by Winnebago County, who expressly disclaims all liability regarding fitness of use of the information. The user is responsible for understanding the accuracy limitations of the data provided herein.

**Martenson & Eisele, Inc.**  
 1377 Midway Road  
 Menasha, WI 54952  
 www.martenson-eisele.com  
 info@martenson-eisele.com  
 920.731.0381 1.800.236.0381  
 arjls10328002gfs.mxd\_02/13/2019

**TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS**

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment # 19-TA-002 filed with the County Clerk by: Winnebago County Zoning Department,

and referred to the Planning & Zoning Committee on 07/16/19 and

WHEREAS, a Public Hearing was held on 07/30/19 pursuant to mailed and published notice as provided by law on the following:

**PROPERTY INFORMATION:**

Applicant(s): Winnebago County Zoning Department

WHEREAS, applicant is requesting a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26, of the Winnebago County General Code.

WHEREAS, we received notification from the TOWNS OF Algoma, Black Wolf, Neenah, Poygan, Utica, Winchester and Winneconne recommending approval, the TOWNS OF Nekimi, Omro, Rushford, Oshkosh and Vinland recommended denial of the amendment and there was no response or action taken by the TOWNS of Clayton, Nepeuskun and Wolf River, (town action is optional and advisory only) and

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

1. To continue participation in the NFIP, Winnebago County must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP.

NOW THEREFORE BE IT RESOLVED, that this committee has prepared the enclosed amendatory ordinance effectuating this change for your consideration and is hereby recommending approval by a vote of 4-1.

NOW BE IT FURTHER RESOLVED, by the Winnebago County Board of Supervisors, that the enclosed ordinance is hereby [ADOPTED] or [DENIED].

---

For the Planning & Zoning Committee

AMENDATORY ORDINANCE # 09/03/19

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 19-TA-002 as follows:

Applicant is requesting a Text and Map Amendment to the Floodplain Zoning Code, Chapter 26, of the Winnebago County General Code.

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

Shiloh Ramos, Chairperson

ATTEST:

Sue Ertmer (County Clerk)

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

\_\_\_\_\_  
Mark Harris  
(County Executive)



# Federal Emergency Management Agency

Washington, D.C. 20472

April 15, 2019



CERTIFIED MAIL  
RETURN RECEIPT REQUESTED

IN REPLY REFER TO:  
Case No.: 18-05-2015P

Mr. Mark Harris  
Executive, Winnebago County  
County Courthouse  
415 Jackson Street  
Oshkosh, WI 54901

Community Name: Winnebago County, WI  
Community No.: 550537  
FIRM Panel Affected: 55139C0215E,  
55139C0310E,  
55139C0330E

116

Dear Mr. Harris:

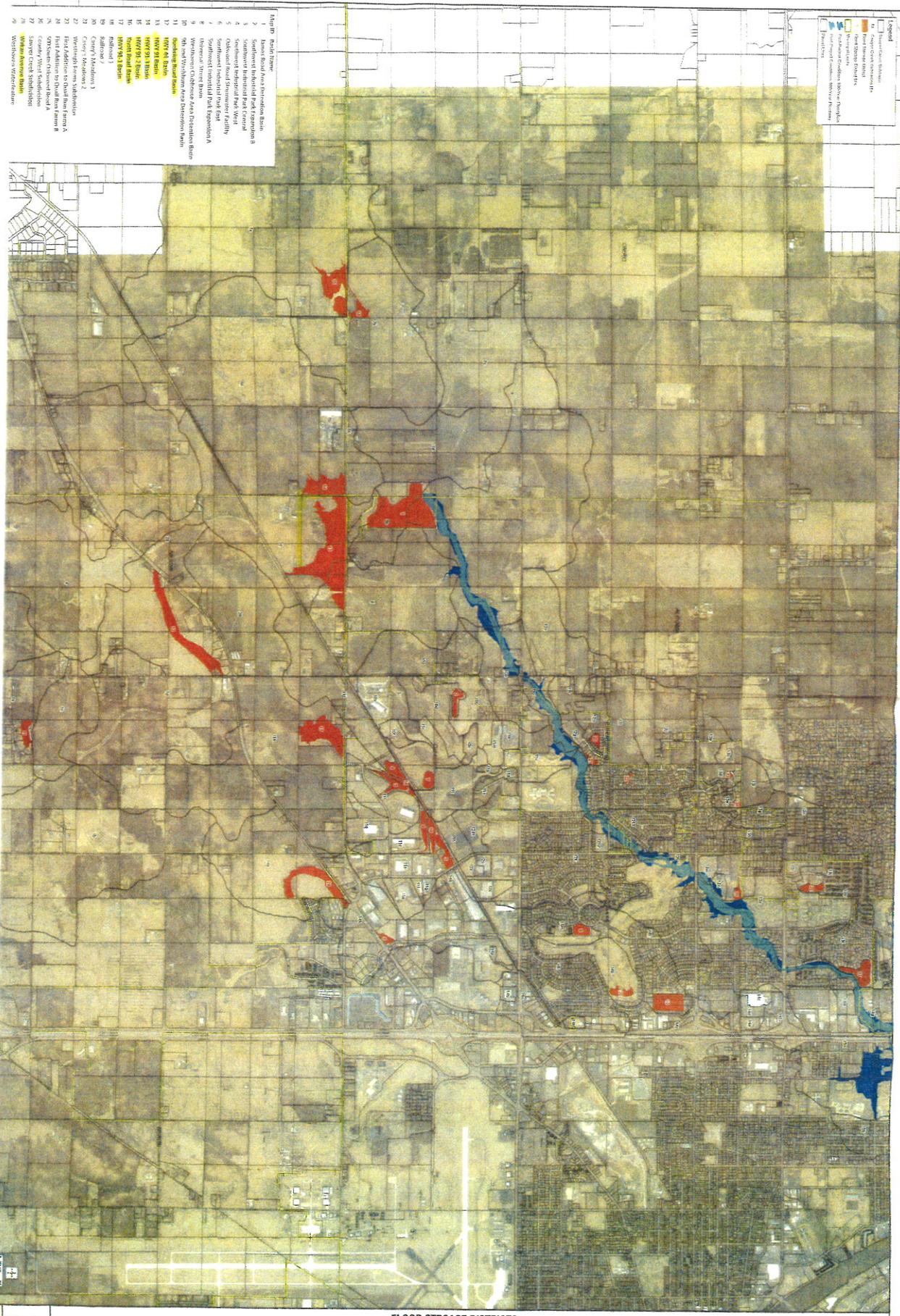
In a Letter of Map Revision (LOMR) dated November 6, 2018 you were notified of proposed flood hazard determinations affecting the Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) report for the Unincorporated Areas of Winnebago County, Wisconsin. These determinations were for Sawyer Creek - from the confluence with Fox River to approximately 6,700 feet upstream of Clairville Road. The 90-day appeal period that was initiated on November 27, 2018 when the Department of Homeland Security's Federal Emergency Management Agency (FEMA) published a notice of proposed Flood Hazard Determinations in *The Oshkosh Northwestern* has elapsed.

FEMA received no valid requests for changes to the modified flood hazard information. Therefore, the modified flood hazard information for your community that became effective on March 27, 2019, remains valid and revises the FIRM and FIS report that was in effect prior to that date.

The modifications are pursuant to Section 206 of the Flood Disaster Protection Act of 1973 (Public Law 93-234) and are in accordance with the National Flood Insurance Act of 1968, as amended (Title XIII of the Housing and Urban Development Act of 1968, Public Law 90-448), 42 U.S.C. 4001-4128, and 44 CFR Part 65. The community number(s) and suffix code(s) are unaffected by this revision. The community number and appropriate suffix code as shown above will be used by the National Flood Insurance Program (NFIP) for all flood insurance policies and renewals issued for your community.

FEMA has developed criteria for floodplain management as required under the above-mentioned Acts of 1968 and 1973. To continue participation in the NFIP, your community must use the modified flood hazard information to carry out the floodplain management regulations for the NFIP. The modified flood hazard information will also be used to calculate the appropriate flood insurance premium rates for all new buildings and their contents and for the second layer of insurance on existing buildings and their contents.

If you have any questions regarding the necessary floodplain management measures for your community or the NFIP in general, please contact the Mitigation Division Director, FEMA Region V, in Chicago, Illinois, either by telephone at (312) 408-5500, or in writing at 536 South Clark Street, Sixth Floor, Chicago, Illinois 60605.



- Legend**
- 1. Flood Storage District
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  - 29. Flood Storage District

- Map**
1. Basin Road Area
  2. Southwest Industrial Park Expansion A
  3. Southwest Industrial Park Expansion B
  4. Southwest Industrial Park Central
  5. Southwest Industrial Park East
  6. Southwest Industrial Park West
  7. Southwest Industrial Park Expansion A
  8. Southwest Industrial Park Expansion B
  9. Southwest Industrial Park Expansion C
  10. Southwest Industrial Park Expansion D
  11. Southwest Industrial Park Expansion E
  12. Southwest Industrial Park Expansion F
  13. Southwest Industrial Park Expansion G
  14. Southwest Industrial Park Expansion H
  15. Southwest Industrial Park Expansion I
  16. Southwest Industrial Park Expansion J
  17. Southwest Industrial Park Expansion K
  18. Southwest Industrial Park Expansion L
  19. Southwest Industrial Park Expansion M
  20. Southwest Industrial Park Expansion N
  21. Southwest Industrial Park Expansion O
  22. Southwest Industrial Park Expansion P
  23. Southwest Industrial Park Expansion Q
  24. Southwest Industrial Park Expansion R
  25. Southwest Industrial Park Expansion S
  26. Southwest Industrial Park Expansion T
  27. Southwest Industrial Park Expansion U
  28. Southwest Industrial Park Expansion V
  29. Southwest Industrial Park Expansion W

**FLOOD STORAGE DISTRICTS  
POST-PROJECT CONDITIONS**

SAWYER CREEK HYDROLOGY AND HYDRAULICS ANALYSIS  
CITY OF OSHKOSH  
WINNEBAGO COUNTY, WISCONSIN

PARCEL	OWNER 1	OWNER 2	ADDRESS 1	ADDRESS 2	CSZ
01200059	ABRAHAM, ROBERT C		2386 N CLAY RD		OSHKOSH WI 54904
01200084	ACDMS LLC		N7993 BRANDON RD		RIPON WI 54971
012009801	AMERICAN TRANSMISSION COMP LLC		4681 STATE RD 91		OSHKOSH WI 54904
0120712	BEACH, RYAN M	NETZER, DANIELLE E	1786 BUEHRING RD		OSHKOSH WI 54904
0160797	BRADLEY, MICHAEL A		2633 KNOTT RD		OSHKOSH WI 54904
0120080	COWAN, PATSY A	AKINS, ZANE V, et al.	1018 W LUCK ST		SILVER CITY NM 88061
0120150	GRAM, KEITH A	GRAM, MARY A	1764 CLAIRVILLE RD		OSHKOSH WI 54904
0120098	DELL, RICK L	DELL, MARY L	4633 STATE RD 91		OSHKOSH WI 54904
0240007	DODD, ROBERT E	DODD, CONNIE F	5261 STATE RD 91		OSHKOSH WI 54904
012015115	DODGE, IAN C	DODGE, ANGELA M	1790 BUEHRING RD		OSHKOSH WI 54904
012011302	FOLSKE, RICK A	FOLSKE, JENNIFER E	4521 STATE RD 44		OSHKOSH WI 54904
0120057	GABERT, RICHARD L	RUSCH, THOMAS N	PO BOX 3808		OSHKOSH WI 54903 3808
01201130207	GELHAR, MICHAEL E		2235 CLAIRVILLE RD		OSHKOSH WI 54904
0240023	GRANGER, THERESA	RANK, MIKE, et al.	C/O RUSSELL P & BARBARA E RANK	2448 COUNTY RD FF	OSHKOSH WI 54904
012015114	GROSKREUTZ TST, RONALD E	GROSKREUTZ TST, KATHLEEN K	1759 PARKWOOD DR		OSHKOSH WI 54904
0120151401	GROSKREUTZ, PAUL G, SR	GROSKREUTZ, JUDY M	441 FORESTVIEW RD		OSHKOSH WI 54904
01201130206	HILL, DAVID F	HILL, MARY V	2233 CLAIRVILLE RD		OSHKOSH WI 54904
012012303	LAUS REV TST, ROBERT C	LAUS REV TST, DONNA R	187 CHRISTINE DR		SATELLITE BEACH FL 32937
012011506	PANSIEWOOD FARMS		4779 STATE RD 44		OSHKOSH WI 54904
0120082	PHILLIPS, BRITNEY L		4712 STATE RD 44		OSHKOSH WI 54904
02400030101	POTRAITZ LLC, MAREK R		1931 KNOTT RD		OSHKOSH WI 54904
012011701	RAAB, TIMOTHY M	CHRISTIAN, NANCY L	4619 STATE RD 44		OSHKOSH WI 54904
0120103	RADLOFF, DENNIS		2370 JAMES RD		OSHKOSH WI 54904
0020386	RADLOFF, WESLEY A	RADLOFF, SHIRLEY A	2061 JAMES RD		OSHKOSH WI 54904
012008202	RHYNER TST	RHYNER TSTE, CHRIS C, et al.	4417 STATE RD 91		OSHKOSH WI 54904
0120117	RIECKMAN, ROBERT J		427 W 9TH AVE		OSHKOSH WI 54902
0120151	ROGGE REV TST, JEFFREY S		1757 BUEHRING RD		OSHKOSH WI 54904
0120056	RUSCH, THOMAS N	GABERT, RICHARD L	PO BOX 3808		OSHKOSH WI 54903 3808
01201511402	SCHAFFER, DENNIS L	SCHAFFER, JILL K	N438 24TH AVE		NESHKORO WI 54960
024002301	SOBOJINSKI, THOMAS E	SOBOJINSKI, KELLY A	2491 KNOTT RD		OSHKOSH WI 54904
012015102	STADLER, JIMMY L	STADLER, CORINNE A	1751 PARKWOOD DR		OSHKOSH WI 54904

3 **ORDINANCE: Create Section 7.16 of the General Code of Winnebago County: All-Terrain**  
4 **Vehicle/Utility Terrain Vehicle Routes and Regulations**

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

7 **WHEREAS**, the Winnebago County Highway Committee has determined that the public interest is best  
8 served by allowing All-Terrain Vehicles/Utility Terrain Vehicles, hereinafter referred to as "ATV/UTV," to utilize certain  
9 roadways of the County Highway system in an orderly controlled fashion; and

10 **WHEREAS**, the Winnebago County Board supports recreational opportunities in Winnebago County; and

11 **WHEREAS**, §23.33, Wis Stats, authorizes Winnebago County to adopt an ordinance allowing ATV/UTV use  
12 on the county highway system.

13  
14 **NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORES DOES ORDAIN AS**  
15 **FOLLOWS:** Section 7.16 of the General Code of Winnebago County is hereby adopted and shall read as follows:

16 **7.16 ALL-TERRAIN VEHICLE/UTILITY TERRAIN VEHICLE ROUTES AND REGULATIONS**

17 (1) The Winnebago County Board of Supervisors adopts the following All-Terrain Vehicle/Utility Terrain Vehicle  
18 ("ATV/UTV") Routes and Regulations Ordinance for the operation of ATVs/UTVs upon certain Winnebago County  
19 roadways, subject to the conditions listed in Section 4, below.

20 (2) **PURPOSE & INTENT:** Following due consideration of the recreational value to connect trail opportunities and  
21 weighted against possible dangers, public health, liability aspects, terrain involved and traffic density, these routes have  
22 been created.

23 (3) **AUTHORITY:** The provisions of this Ordinance are adopted by the Winnebago County Board of Supervisors  
24 pursuant to the authority granted in §23.33(8)(b), Wis Stats. Operators shall follow all of the applicable provisions of  
25 §23.33, Wis Stats, regulating ATV/UTV operations.

26 (4) **CONDITIONS:** As a condition for the use of certain roadways, the following conditions shall apply to all  
27 operators (and passengers where applicable):

28 (a) ATV/UTV operators shall observe all posted speed limits and shall not exceed 35 miles per hour.

29 Violators shall be subject to enforcement.

30 (b) Routes must be signed in accordance with NR 64.12 and NR 64.12(7)c, Wisconsin Administrative  
31 Code.

32 (c) Limit routes to county roadways with an Average Daily Traffic (ADT) count of 1,000 or less and a low  
33 accident history.

34 (d) Potential county highway routes must connect existing routes / trails only.

35 (e) Municipalities with an ATV/UTV ordinance sponsor county routes.

36 (f) Municipalities request routes by sending a letter describing the roadway(s) and the limits to the  
37 Highway Commissioner for conformance with the county ordinance. Highway Committee will approve  
38 / deny requests.

39 (g) Sponsoring municipalities pay for sign installation and maintenance.

40 (h) Municipalities shall maintain a map of routes within their jurisdiction and provide copies to the  
41 Highway Commissioner and Sheriff.

- 42 (i) Highway Department shall install signs to ensure proper placement according to MUTCD (Manual for
- 43 Uniform Traffic Control Devices) and DNR (Department of Natural Resources) standards.
- 44 (j) ATV/UTV operators must possess a valid motor vehicle driver's license.
- 45 (k) Routes shall remain open during daylight hours only.
- 46 (l) Routes may be closed or suspended by the Highway Commissioner after review with the Highway
- 47 Committee for reasons such as repeated complaints from residents, damage caused by ATV/UTVs,
- 48 an increase in ADT, or roadway accidents.
- 49 (m) Routes may be temporarily closed by either the Highway Commissioner or Sheriff for reasons such as
- 50 roadway construction, emergencies, parades, or events.

51 (5) **ENFORCEMENT:** This Ordinance shall be enforced by any law enforcement officer authorized to enforce  
52 the laws of the State of Wisconsin.

53 (6) **PENALTIES:** All-Terrain Vehicle / Utility Terrain Vehicle penalties for the State of Wisconsin, as found in  
54 §23.33(13)(a), Wis Stats, are adopted and incorporated herein by reference. Additionally, any person who violates  
55 any provision of Section 7.16(4) Conditions, above, shall be subject to a forfeiture of \$50.00 plus any statutory  
56 surcharges imposed by the State Legislature.

57 (7) **SEVERABILITY:** The provision of this Ordinance shall be deemed severable and it is expressly declared  
58 that Winnebago County would have passed the other provisions of this Ordinance regardless of whether or not one  
59 or more provisions may be declared invalid. If any provision of this Ordinance or the application to any individual or  
60 circumstance is held invalid, the remainder of the Ordinance and the application of such provisions to other  
61 individual circumstances shall not be deemed affected.

62 (8) **EFFECTIVE DATE:** This Ordinance becomes effective as of the date following the date of its publication.

63 **NOW, THEREFORE, THE WINNEBAGO COUNTY BOARD OF SUPERVISORES DOES ORDAIN AS**  
64 **FOLLOWS:** This Ordinance shall be reviewed by the Highway Committee one year from the date of its adoption.

66  
67 Respectfully submitted by:  
68 **HIGHWAY COMMITTEE**

69 Committee Vote: **3-0**  
70 Vote Required for Passage: **Majority of Those Present**

71  
72 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

73  
74 \_\_\_\_\_  
75 Mark L Harris  
76 Winnebago County Executive

1 **199-092019**

2 **RESOLUTION: Disallow Claim of Eric Torbeck**

3

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

5

6 **WHEREAS**, your Personnel and Finance Committee has had the claim of Eric Torbeck referred to it for  
7 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 Eric Torbeck, filed with the County Clerk on July 28, 2019, be and the same is hereby disallowed for the reason  
13 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: **3-0**

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

19

20 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

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: July 29, 2019  
To: Doug, Linda and Joan  
Re: Notice of Injury – Eric Torbeck

This notice of injury will be presented to the County Board at their August 20, 2019 meeting.

attachments

July 23, 2019

Sheriff John Matz  
**WINNEBAGO COUNTY SHERIFF'S OFFICE**  
4311 Jackson Street  
Oshkosh, WI 54901

**Re: Our Client: Eric Torbeck**  
**Date of Injury: November 17, 2018**



Dear Sheriff Matz:

Our office represents Eric Torbeck with regard to any injury he suffered on November 17, 2018. It appears from our investigation that the accident was caused by the negligence of the Winnebago County Sheriff's Office. Enclosed please find a Notice of Injury.

If you have any questions, please feel free to contact me.

Sincerely,

**BRIAN HODGKISS INJURY LAWYERS, LLC**

Brian P. Hodgkiss  
[Brian@hodgkisslaw.com](mailto:Brian@hodgkisslaw.com)  
BPH/tll

Enclosure

## NOTICE OF INJURY

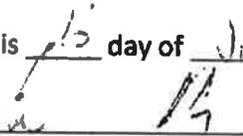
**TO:** Sheriff John Matz  
**WINNEBAGO COUNTY SHERIFF'S OFFICE**  
4311 Jackson Street  
Oshkosh, WI 54901

***THE ABOVE-NAMED PARTIES,  
PLEASE TAKE NOTICE:***

1. Eric Torbeck is an adult resident of Winnebago County and resides at 949 4<sup>th</sup> Street, Menasha, WI 54952.
2. Eric Torbeck was injured due to the possible negligence of the above-named parties.
3. The circumstances of the injury are as follows: On November 17, 2018, Eric Torbeck was an inmate at the Winnebago County Jail located at 4311 Jackson Street, Oshkosh, WI 54901. The business is operated by the Winnebago County Sheriff's Office. Eric was eating potato salad provided by the Winnebago County Jail when he bit into a small, round, metallic object similar to a ball bearing breaking Eric's tooth. The ball bearing was a missing piece from the dishwasher in the jail's kitchen.
4. At all times material, the property was owned by the Winnebago County Sheriff's Office.
5. The above-named party may have been negligent in the following respects:
  - (a) The Winnebago County Sheriff's Office failed to maintain proper care of its kitchen equipment permitting a hazard.
6. As a direct and proximate result of the negligence of the Winnebago County Sheriff's Department and its maintenance employees, Eric Torbeck may have suffered injuries, among other potential injuries, a broken tooth.
7. At all times material, the above-named parties had actual or constructive notice of the above-referenced incident and thoroughly investigated it.
8. This document is a Notice of Injury served on the above-named parties in compliance with Wisconsin Stats. §893.80. This document is not a claim for damages. No claim for damages is made at this time.

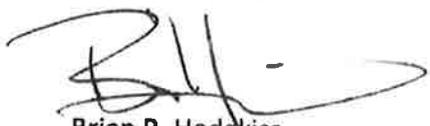
Notice of Injury  
Page 2

Dated this 15 day of July, 2019.

  
\_\_\_\_\_  
Eric Torbeck - Claimant ✓

Dated this 16 day of July, 2019.

**BRIAN HODGKISS INJURY LAWYERS, LLC**  
*Attorneys for Injured Parties*

  
Brian P. Hodgkiss  
State Bar Code No. 1032444  
BPH/tll

**INFORMATIONAL REPORT  
WINNEBAGO COUNTY SHERIFF'S OFFICE - CORRECTIONS DIVISION**

<b>DATE:</b>	11/17/18	<b>TIME:</b>	1109
<b>LOCATION:</b>	Winnebago County Jail – Direct Supervision #2 (DS2) dayroom		
<b>REPORTING DEPUTY:</b>	Bauer W140	<b>REPORT #:</b>	18-41126
<b>SUBJECT:</b>	Torbeck, Eric Thomas	<b>D.O.B.</b>	07/22/1979
<b>HISTORY NUMBER:</b>	039501		

11/17/18 1109 HOURS DEP. BAUER W140

I was working in the Winnebago County Jail at 4311 Jackson St., Oshkosh, WI as the DS2 pod deputy when inmate Eric T. Torbeck M/W DOB: 7/22/1979, 949 4<sup>th</sup> St. Menasha, WI 54952, 920-722-9661 approached the desk and told me he bit into a foreign object that was in his potato salad. He showed me a small, round, metallic object, similar to a ball bearing. He said as a result of biting on the object he, "fucked up" a tooth. He went on to say the tooth he damaged had previously had a root canal.

I contacted Nurse Berry and requested that he evaluate Torbeck. After the evaluation, Berry told me that Torbeck has a broken tooth. He is not able to determine if it happened today, or if it is a pre-existing condition. Berry gave Torbeck 650mg of Tylenol and he will contact the jail doctor to determine a pain management plan.

I walked over to the kitchen and asked Aramark employee Gail if she recognized the item. Gail, along with several inmate workers agreed it was a ball bearing, but nobody could be certain as to where it came from.

Sgt. Emmrich W139 reviewed the camera footage and told me that at 1109 Torbeck can be seen removing something from his mouth. The metal object will be left for maintenance to look at on Monday to see if they can determine where it may have come from.

Torbeck was booked into the Winnebago County Jail on October 22<sup>nd</sup>, 2018 on a felony probation hold. He has since been sentenced on a sanction and his release date is January 18<sup>th</sup>, 2019. He has been housed in DS2 since October 23<sup>rd</sup>, 2018.

<b>REPORTING DEPUTY:</b>	Bauer W140	<b>SUPERVISOR:</b>	Sgt. Emmrich W139
<b>DEPUTY SIGNATURE:</b>	<i>[Signature]</i>	<b>SUPERVISOR SIGNATURE:</b>	<i>[Signature]</i>
<b>Date Signed</b>	11/17/18	<b>Date Signed</b>	11/17/18

1 **200-092019**

2 **RESOLUTION: Disallow Claim of WE Energies (06/18/2019)**

3

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

5

6 **WHEREAS**, your Personnel and Finance Committee has had the claim of WE Energies (06/18/2019)  
7 referred to it 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 WE Energies (06/18/2019), filed with the County Clerk on July 11, 2019, 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: **3-0**

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

19

20 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

21

22

23

24

---

Mark L Harris  
Winnebago County Executive

SUSAN T. ERTMER  
County Clerk

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



**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:** July 19, 2019

**To:** Doug, Linda and Joan

**Re:** Claim from WE Energies for damage to electrical equipment in the area of US Highway 10 eastbound and County Rd CB when a Winnebago County Highway Department struck and damaged a padmount transformer while mowing ditch.

This claim will be presented to the County Board at their August 20, 2019 meeting.



**We Energies**  
Claims - A145  
P.O. Box 1132  
Milwaukee, WI 53201-1132  
Phone 800-558-3303 x3437  
Fax 262-523-7889  
Email [damageclaims@wecenergygroup.com](mailto:damageclaims@wecenergygroup.com)



**NOTICE OF CLAIM FOR DAMAGES**

**TO: Winnebago County  
Attn: County Clerk  
PO Box 2808  
Oshkosh, WI 54903-2802**

**PLEASE TAKE NOTICE**, that pursuant to Sec. 893.80, Wis. Stats, We Energies, 231 W. Michigan St., Milwaukee Wisconsin by Mary Ritenour, Claims Analyst, hereby gives notice that on or about June 18, 2019, the claimant suffered damage to electrical equipment in the area of US Highway 10 eastbound & County Road CB in the Town of Menasha, Wisconsin.

**PLEASE TAKE FURTHER NOTICE** that at the aforementioned time and place, the claimant sustained damage to padmount transformer.

**PLEASE TAKE FURTHER NOTICE**, that all times material Winnebago County through its officials, employees, agents or representatives, including but not limited to Winnebago County Highway Department struck and damaged padmount transformer while mowing ditch.

**PLEASE TAKE FURTHER NOTICE** that the damages suffered by We Energies were directly and proximately caused by actions of Winnebago County in that its employee, Michael Nemitz, in the normal course of employment, did strike and damage We Energies padmount transformer during ditch-mowing activity, pushing it off its foundation.



**We Energies**  
Claims - A145  
P.O. Box 1132  
Milwaukee, WI 53201-1132  
Phone 800-558-3303 x3437  
Fax 262-523-7889  
Email [damageclaims@wecenergygroup.com](mailto:damageclaims@wecenergygroup.com)



**Winnebago County**

Page 2

**PLEASE TAKE FURTHER NOTICE**, that by reason of the aforesaid actions of Winnebago County, We Energies sustained damages for which it makes claim upon Winnebago County in the sum yet to be determined and such other relief as provided by law.

**PLEASE TAKE FURTHER NOTICE**, that Mary Ritenour is the representative of the claimant in this matter and any request for further information should be addressed to said individual at PO Box 1132, Milwaukee, Wisconsin, 53201-1132.

Dated at Milwaukee, Wisconsin, this 8th day of July, 2019.

WE ENERGIES

By Mary Ritenour  
Mary Ritenour, Claims Analyst

P.O. ADDRESS:

We Energies

Claims, Room A145

PO Box 1132

---

Milwaukee WI 53201-1132

Telephone: 414-221-3788

Claim Number CL-201993967

**WE ENERGIES**

**INVOICE**

CLAIMS ROOM A145  
PO BOX 1132  
MILWAUKEE WI 53201-1132

Invoice number : 1000034000  
Invoice date : 07/18/2019  
Page number : 1 of 1  
Due date : 09/01/2019  
Company contact : M. Ritenour (414) 221-3788  
Company reference : CLAIM # CL-201993967

Customer number : 5006572  
WINNEBAGO COUNTY  
COUNTY CLERK  
PO BOX 2808  
OSHKOSH WI 54903-2808  
USA

Line	Description		Amount
001	LABOR	\$	859.94
002	EQUIPMENT/TOOL	\$	51.60
003	VEHICLE	\$	390.39
004	MATERIAL (\$1530.73 LESS \$25.00 FOR SALVAGE)	\$	1,505.73
005	CONTRACTOR COST	\$	1,418.13
Subtotal:			\$ 4,225.79
Sales tax:			\$ 0.00
Total amount due:			\$ 4,225.79

COST TO REPLACE WE ENERGIES PADMOUNT TRANSFORMER DAMAGED ON 6/18/2019  
WHEN STRUCK BY POWER MOWER OWNED BY WINNEBAGO COUNTY DURING DITCH MOWING  
ACTIVITY IN THE AREA OF US HIGHWAY 10 EASTBOUND & COUNTY ROAD CB IN THE  
TOWN OF MENASHA, WISCONSIN.

**FILED**  
JUL 19 2019  
WINNEBAGO COUNTY  
CLERKS OFFICE  
WINNEBAGO, WI

Please return "COPY INVOICE" with payment in enclosed envelope payable to We Energies.  
Please do not combine with your energy payment. This could delay processing.



**We Energies**  
 Claims, A445  
 P.O. Box 1132  
 Milwaukee, WI 53201-1132  
 Phone 800-552-3303/43437  
 Fax 262-523-7889  
 Email: damageclaims@wee-energygroup.com

July 19, 2019

Winnebago County  
 Attn: County Clerk  
 PO Box 2808  
 Oshkosh WI 54903-2808

**RE: We Energies Claim # CL-201993967**

Dear Sir / Madame:

A breakdown of charges shown on our invoice is listed below:

Labor: 8.66 standard measured man-hours	X \$99.30	\$ 859.94
(Rate consists of troubleshooter labor & construction crew labor.)		
Equipment & Tool Use:		\$ 51.60
Vehicle: 8.66 standard hours	X \$45.08	\$ 390.39
(Rate includes all vehicles needed at site.)		
Materials: See attached detail.	\$ 1,530.73	
(Less \$25.00 for salvage of materials)	\$ <u>25.00</u>	
Total Materials:		\$ 1,505.73
Contractor Cost:		\$ <u>1,418.13</u>
Total Charge for Claim:		\$ <u>4,225.79</u>

Please call (414) 221-3788 if you have any questions.

Respectfully,

Mary Ritenour  
 Claims Analyst

**FILED**  
 JUL 19 2019  
 WINNEBAGO COUNTY  
 CLERKS OFFICE  
 WINNEBAGO, WI

Attachments



# STORMS Claims WR Material Breakdown

Description	Material	Total
XFMR, 12470GRDY/7200-240/120, 25, 1, PM	1	\$ 1,528.98
SEAL, PEDESTAL, TAMPER-RESIST, ALUMIN	6	\$ 0.88
TAG, CABLE, BLANK, 1-1/2" X 2-1/2", BRASS,	6	\$ 0.87
		<b>\$ 1,530.73</b>

**FILED**  
 JUL 19 2019  
 WINNEBAGO COUNTY  
 CLERKS OFFICE  
 WINNEBAGO, WI

**Gregor, Cassie**

---

**From:** Ritenour, Mary L <Mary.Ritenour@we-energies.com>  
**Sent:** Friday, July 19, 2019 10:10 AM  
**To:** Gregor, Cassie  
**Subject:** We Energies Damage Claim CL-201993967  
**Attachments:** DOC071919-07192019075653.pdf; DOC071919-07192019095204.pdf;  
DOC071919-07192019095213.pdf

Good Morning Ms. Cathy Gregor,

A breakdown of damage repair charges listed on our invoice and a material list are attached. The original invoice has been mailed.

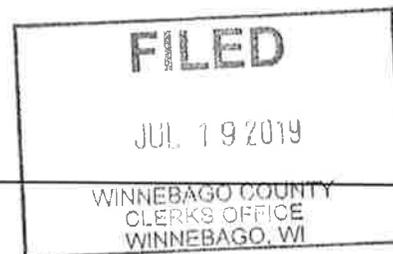
Please remit payment to:

We Energies  
Claims - A145  
PO Box 1132  
Milwaukee WI 53201-1132

Thank you for your attention to this matter.

Mary Ritenour  
Claims Analyst  
WEC Energy Group  
Office: 414-221-3788  
Fax: 262-523-7889  
mary.ritenour@wecenergygroup.com

Serving WEC Energy Group, We Energies, Wisconsin Public Service, Michigan Gas Utilities, and Minnesota Energy Resources



**APPLICATION / PERMIT**

**TO CONSTRUCT, OPERATE and MAINTAIN UTILITY FACILITIES ON HIGHWAY RIGHT-OF-WAY**

s.66.0831, 84.08, 85.15, 86.07(2), 86.16, 182.017 and such other applicable Wis. Stats.

1. Applicant (Utility facility owner) Name and Address WE Energies 800 S Lynndale Ave Appleton, WI		2. Work Start Date	3. Work Finish Date*	6. Location Description (¼ section, section, town, range; provide plat map or location sketch) SW1/4 SEC28 T20N R17E	
9. Facility Type (Check all that apply): Size (Diameter, kV, pressure, # fibers, etc.) <input type="checkbox"/> Telecom: _____ <input checked="" type="checkbox"/> Electric: #2 - 15kv <input type="checkbox"/> Gas/Oil: _____ <input type="checkbox"/> Water: _____ <input type="checkbox"/> San Sewer: _____ <input type="checkbox"/> _____ <input type="checkbox"/> Transmission <input type="checkbox"/> Service: Std <input checked="" type="checkbox"/> Distribution <input type="checkbox"/> Service: Exp		4. Is the work due to a WisDOT highway project? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		7. Work Location (Check/list all that apply) <input checked="" type="checkbox"/> Town: Menasha <input type="checkbox"/> Village: _____ <input type="checkbox"/> City: _____ <input checked="" type="checkbox"/> County: Winnebago	
10. Facility Orientation (Check all that apply) <input checked="" type="checkbox"/> Crossing R/W <input checked="" type="checkbox"/> Parallel R/W <input checked="" type="checkbox"/> Underground <input type="checkbox"/> Overhead <input type="checkbox"/> Structure attachment		5. Applicant Work Order (If any) 3934544		8. Highway (Check all that apply) <input checked="" type="checkbox"/> WIS 10 <input type="checkbox"/> US _____ <input type="checkbox"/> Interstate _____ <input type="checkbox"/> _____	
11. Work Types (Check all that apply) <input checked="" type="checkbox"/> New construction <input type="checkbox"/> Improve/repair existing <input type="checkbox"/> Removal <input type="checkbox"/> Maintenance <input type="checkbox"/> Discontinued, left in place <input type="checkbox"/> Joint installation		12. Proposed Work Methods (Check all that apply) <input checked="" type="checkbox"/> Trench <input type="checkbox"/> Plow <input type="checkbox"/> Casing <input type="checkbox"/> Rock blasting <input type="checkbox"/> Open cut pavement  Bore: <input type="checkbox"/> Hydraulic (Auger/Jack) <input type="checkbox"/> Pneumatic (Mole) <input checked="" type="checkbox"/> Directional 1 (Manually tracked) <input type="checkbox"/> Directional 2 (Computer tracked) <input type="checkbox"/> Unknown (At this time)  Attach to poles/towers: <input type="checkbox"/> New <input type="checkbox"/> Existing <input type="checkbox"/> Guys**  (Diameter) (Name of existing owner) (** Provide details for all guy wires on plan sheets)  Subsurface utility excavation: <input type="checkbox"/> Water jetting <input type="checkbox"/> Vacuum  Tree/vegetation control: <input type="checkbox"/> Cut and/or trim <input type="checkbox"/> Mow <input type="checkbox"/> Chemically treat		13. Work Zone Description (Check all that apply) <input type="checkbox"/> Full road closure: detour <input type="checkbox"/> Full road closure: temporary <input type="checkbox"/> Lane closure: without flagging <input type="checkbox"/> Lane closure: with flagging <input checked="" type="checkbox"/> Lane encroachment (2 feet or less) <input type="checkbox"/> Intersection/roundabout <input type="checkbox"/> Shoulder/parking lane closure <input type="checkbox"/> Off shoulder: within clear zone <input type="checkbox"/> In R/W: outside clear zone <input type="checkbox"/> Near R/W line: within clear zone <input type="checkbox"/> Near R/W line: outside clear zone <input type="checkbox"/> Not applicable	
14. Is the proposed facility near a survey monument? (See HMM 09-15-35) <input type="checkbox"/> Yes (Call: 1-866-568-2852 or e-mail: <a href="mailto:geodetic@dot.wi.gov">geodetic@dot.wi.gov</a> ) <input checked="" type="checkbox"/> No		15. Will any appurtenances be installed with the facility? (If yes, provide a description and/or specification of each item with this application.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		16. Trans 401 project designation? (For all Major projects, provide a formal erosion control plan with this application. See HMM 09-15-55) <input type="checkbox"/> Minor <input type="checkbox"/> Major	
17. Are any environmental permits, certifications or approvals required from other regulatory agencies? (If yes, provide a copy of each item or proof of agency coordination with this application.) <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No					

**\* NOTE: If the work described is not completed by the "Work Finish Date" specified, this permit is null and void, and the work shall not be completed unless authorized through a subsequent permit or an approved time extension. ANY PERMIT ISSUED IS REVOCABLE.**

18. Utility Person Responsible for Construction Kathy Meyer 920-380-3413 (Area Code) Telephone Number	19. Utility or Project 24/7 Emergency Contact Heath Hemauer 7/1/2016 (Area Code) Telephone Number (Date)
20. Is the utility a member of Diggers Hotline? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No, provide line-locate number _____	It is understood and agreed that approval is subject to applicant's full compliance with the pertinent statutes, as well as any rules and regulations of other jurisdictional agencies, which may be more restrictive, and with the Wisconsin Department of Transportation's Utility Accommodation Policy (UAP), current edition. <a href="http://wisconsin.gov/Pages/doing-bus/real-estate/permits/utility-uap.aspx">http://wisconsin.gov/Pages/doing-bus/real-estate/permits/utility-uap.aspx</a>
21. Provide additional project work details, if needed (Continue on back or include separate page)	
22. If not employed by applicant, authorized representative's company name and address	Designer 920-380-3355 (Authorized Representative Telephone Number) heath.hemauer@we-energies.com (Authorized Representative E-mail Address)



**This permit does not transfer any land; nor give, grant or convey any land right, right in land, nor easement in WisDOT right-of-way. It is not assignable or transferrable. If ownership in a utility facility changes, WisDOT may void and supersede a permit and reissue it to the new owner upon request and with sufficient proof of ownership.**

↓ For Wisconsin DOT Use Only ↓

<input type="checkbox"/> <b>THE UTILITY SHALL NOTIFY WisDOT 3 DAYS BEFORE STARTING WORK AT:</b> Region contact, title, office address, telephone number, and e-mail address	<input checked="" type="checkbox"/> <b>REVIEW ALL SUPPLEMENTAL PERMIT PROVISIONS</b> <input checked="" type="checkbox"/> <b>REVISIONS MADE to DRAWINGS or OTHER PAGES</b> <input checked="" type="checkbox"/> Lane Closure System notification required: <a href="#">HMM 09-15-60</a>	Date Application Received 6/30/2016
	<input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Joint installation: See permit(s) # _____ <input type="checkbox"/> Private utility (Non-public ownership and/or use) <input type="checkbox"/> Expedited Service Connection Permit <input type="checkbox"/> This permit voids & supersedes # _____ issued: _____	Date Application Completed
		Date Application Denied
		Permit Issuance Date 07/11/2016
		Permit Extension Date
	Joseph Coughlin Digitally signed by Joseph Coughlin Date: 2016.07.11 07:35:06 -05'00'	Permit Number 2016195

Use this section to provide information that does not fit on front page

**WisDOT NOTE:**

Send the LCS request to WisDOT for review and approval at the appropriate time in accordance with the following advanced notification guidelines:

- 14 calendar days: Any freeway ramp, lane or shoulder closure; full roadway closure of any state highway (detour involved); closures that may impact oversize/overweight (OSOW) permits.
- 3 business days: Non-freeway lane or shoulder closures.

Contact Josh Falk, (920) 492-7165 or [joshua.falk@dot.wi.gov](mailto:joshua.falk@dot.wi.gov).

Manual tracking is prohibited over traffic lanes.  
The bore head can be tracked up to the shoulder edge or back of curb.

## INDEMNIFICATION

This Applicant shall save and hold the State, its officers, employees, agents, and all private and governmental contractors and subcontractors with the State under Chapter 84 Wisconsin Statutes, harmless from actions of any nature whatsoever (including any by Applicant itself) which arise out of, or are connected with, or are claimed to arise out of or be connected with any of the work done by the Applicant, or the construction or maintenance of facilities by the Applicant, pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, (1) while the Applicant is performing its work, or (2) while any of the Applicant's property, equipment, or personnel, are in or about such place or the vicinity thereof, or (3) while any property constructed, placed or operated by or on behalf of Applicant remains on the State's property or right-of-way pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way; including without limiting the generality of the foregoing, all liability, damages, loss expense, claims, demands and actions on account of personal injury, death or property loss to the State, its officers, employees, agents, contractors, subcontractors or frequenters; to the Applicant, its employees, agents, contractors, subcontractors, or frequenters; or to any other persons, whether based upon, or claimed to be based upon, statutory (including, without limiting the generality of the foregoing, worker's compensation), contractual, tort, or whether or not caused or claimed to have been caused by active or inactive negligence or other breach of duty by the State, its officers, employees, agents, contractors, subcontractors or frequenters; Applicant, its employees, agents, contractors, subcontractors or frequenters; or any other person. Without limiting the generality of the foregoing, the liability, damage, loss, expense, claims, demands and actions indemnified against shall include all liability, damage, loss, expense, claims, demands and actions for damage to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way in the past or present, or that are located on any highway or State property or right-of-way with or without a permit issued by the State, for any loss of data, information, or material; for trademark, copyright or patent infringement; for unfair competition or infringement of personal or property rights of any kind whatever. The Applicant shall at its own expense investigate all such claims and demands, attend to their settlement or other disposition, defend all actions based thereon and pay all charges of attorneys and all other costs and expenses of any kind arising from any such liability, damage, loss, claims, demands and actions.

Any transfer, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit shall not release Applicant from any of the indemnification requirements of this permit, unless the State is notified of such transfer in writing. Any acceptance by any other person or entity, whether voluntary or involuntary, of ownership or control of any property constructed, placed or operated by or on behalf of the Applicant that remains on the State's property or right-of-way pursuant to this permit, shall include acceptance of all of the indemnification requirements of this permit by the other person or entity receiving ownership or control.

Notwithstanding the foregoing, a private contractor or subcontractor with the State under Chapter 84 Wisconsin Statutes, that fails to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2007-2008), remains subject to the payment to the Applicant of the actual cost of repair of intentional or negligent damage by the contractor or subcontractor to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remains subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the contractor or subcontractor.

Notwithstanding the foregoing, if the State, or its officers, employees and agents, fail to comply with sections 66.0831 and 182.0175 Wisconsin Statutes (2007-2008), the State or its officers, employees and agents, remain subject to the payment to the Applicant of the actual cost of repair of willful and intentional damage by the State, or its officers, employees and agents, to any property, lines or facilities placed by or on behalf of the Applicant pursuant to this permit or any other permit issued by the State for location of property, lines or facilities on highway right-of-way, and remain subject to payment to the Applicant for losses due to personal injury or death resulting from negligence by the State, its officers, employees and agents.

No indemnification of private contractors or subcontractors with the State under Chapter 84 Wisconsin Statutes, shall apply in the event of willful and intentional damage by such private contractors or subcontractors to the property, lines and facilities of the Applicant located on the highway right-of-way pursuant to this permit or any other permit issued by the State for the location of property, lines or facilities on highway right-of-way.



## SUPPLEMENTAL PERMIT PROVISIONS

For Wisconsin Department of  
Transportation Utility Facility Permits

**Acronyms used in this document:**

- BMPs: Best Management Practices
- R/W: Right-of-Way
- UAP: Utility Accommodation Policy
- WisDOT: Wisconsin Department of Transportation

### 1. GENERAL WORK REQUIREMENTS

- As required by Wisconsin Statute 182.0175, when filing your Diggers Hotline request ensure that this Permit Number is in the Remarks Section of the Diggers Hotline Ticket. WisDOT
- The Permittee shall bore under all driveways, private entrances, wetlands, culverts, and all roadways.
- The Permittee is responsible for obtaining any permits from the Department of Natural Resources, or any other agency that may have an interest in the area impacted by the construction of the utility facility.

- WORK DUE TO A WISDOT HIGHWAY PROJECT.** This approved permit constitutes acceptance that the work in this permit is compatible with permit requirements. This approved permit is NOT a Work Plan Approval/Start Work Notice as required by Trans 200.05(07). This approved permit is NOT a Work Plan Approval/Start Work Notice for a non-Trans 220 project. This approved permit does NOT approve or authorize an agreement between WisDOT and the Permittee for compensable work due to a WisDOT highway project.
  - PERMIT TERM.** For as long as the Permittee continues to own, operate and maintain this utility facility within WisDOT R/W in accordance with the terms of its permit and WisDOT's UAP, this permit shall be valid.
  - REVOCAION BY WISDOT.** WisDOT may revoke this permit if its own use of the R/W would be facilitated by the full or partial relocation of the Permittee utility facility, and shall provide the Permittee with written notice prior to revocation. At which time WisDOT shall work with the Permittee to find a suitable replacement area on R/W near the terminated location if possible. WisDOT shall not compensate the Permittee to move its utility facility in keeping with WisDOT's policy on compensable / non-compensable utility facility moves.
  - TERMINATION BY PERMITTEE.** The Permittee may terminate this permit upon 60 days written notice to WisDOT. Upon such termination, the Permittee shall either remove its communication cable facility from the R/W, or abandon it in-place provided it does not constitute an environmental hazard.
  - HOLIDAY WORK RESTRICTIONS for 2016.** The Permittee shall not work on May 30, July 4, September 5, and November 24, and December 25.
  - WORK-TIME RESTRICTIONS.** Weekday work is from sunrise to sunset. Weekend work may be allowed upon prior approval from WisDOT. No work shall take place during nighttime hours unless authorized by WisDOT.
  - TRAFFIC CONTROL.** All work zone traffic control will be in accordance with the Wisconsin Manual on Uniform Traffic Control Devices. Additional guidance is available from WisDOT through a booklet entitled, *Work Zone Safety, Guidelines for Construction, Maintenance, and Utility Operations* or from UAP 96.51.
  - WORK AREA PROTECTION DURING NON-WORK TIMES.** The Permittee may store vehicles, equipment, or materials on the non-freeway R/W provided they are placed as close to the non-freeway R/W line as possible, but no less than 30 feet from the edge of the nearest travel lane. If vehicles, equipment, or materials must be parked or stored within an area that is less than 30 feet from the edge of the nearest travel lanes, appropriate temporary concrete or water-filled barriers, signing, and devices shall be utilized. The Permittee shall ensure that any excavations left open during non-work times are well marked and secured from public intrusion.
- The primary objective will be maintenance of a safe traffic and working environment. No operation shall to any extent pose any hazard neither to, nor in any manner influence traffic at any time.
- All vehicles used to conduct the work operations will be equipped with conspicuously visible roof-mounted revolving or strobe lights. These lights shall be in operation just prior to and during the time the work operations are being conducted. Hazard warning lights on the vehicles must also be operating.
- WORK RESTRICTIONS.** For the purposes of placement of these facilities, as stated with this permit request, the State security fence shall not be opened or damaged.

11. **CLEAR ZONE / DRAINAGE INTERFERENCE.** No topsoil or other excavated piles of soil shall be deposited in any manner that interferes with the clear zone or regular drainage patterns within the highway.

As much as possible, all equipment, operations, and spoil material should be situated or accomplished off of the highway.

12. **EROSION CONTROL.** The Permittee shall use the appropriate erosion control BMPs to contain soil directly at the site to prevent disturbed soil from getting into nearby waterways and wetlands. All appropriate erosion control devices shall be in place **prior to starting construction activities**. Temporary seeding shall be used as necessary after rough grading and before completion of the project. The Permittee shall ensure that erosion control BMPs used to protect restored areas remain in place until replacement vegetation achieves sustained growth.

The Permittee shall take all precautions necessary to prevent mud, dirt, or other debris from being deposited onto the shoulder or pavement of all access roads or highways. Any materials deposited on the shoulder or pavement shall be removed immediately. Ruts may remain as is if the Permittee is accessing the R/W from private property, but appropriate erosion control BMPs shall be used to contain disturbed soil at the site.

13. **R/W RESTORATION.** Upon completion of the project a variation of erosion control measures will be required to restore the area that has been disturbed allowing it to return to the manner it was in previous to the construction. All disturbed sites will require a seed mixture that includes a quick sprouting variety with fertilizer and mulch. Other possibilities that may have to be considered are Geotextile fabric, e-mat, and stone ditch checks.

The Permittee is responsible to assure that erosion control measures used to protect restored areas remain in place until replacement vegetation achieves sustained growth.

The basic drainage pattern of the highway shall remain undisturbed by the permitted work. Upon project completion, all spoils, debris, refuse, and waste resulting from the permitted work shall be removed from the work site. Should future maintenance work on the Permittee's utility facility result in the disturbance of the existing R/W, the Permittee shall restore the R/W to its original condition as soon as possible.

14. **NOTIFICATIONS / CONTACTS.** Notify Northeast Region utility coordinator/field inspector, by phone or email, three days prior to the start of construction. Notify Diggers' Hotline 800/242-8511 at least three working days prior to the start of any excavation.

15. **COMPLETION OF PERMIT.** If any part of this permit is violated it is rendered by such act null and void. Any works or operations not in full compliance herewith shall justify an order by any inspecting officer of the Department to cease all further progress on the work, and to accomplish all restorations of disturbed areas, including full restorations of the pavement.

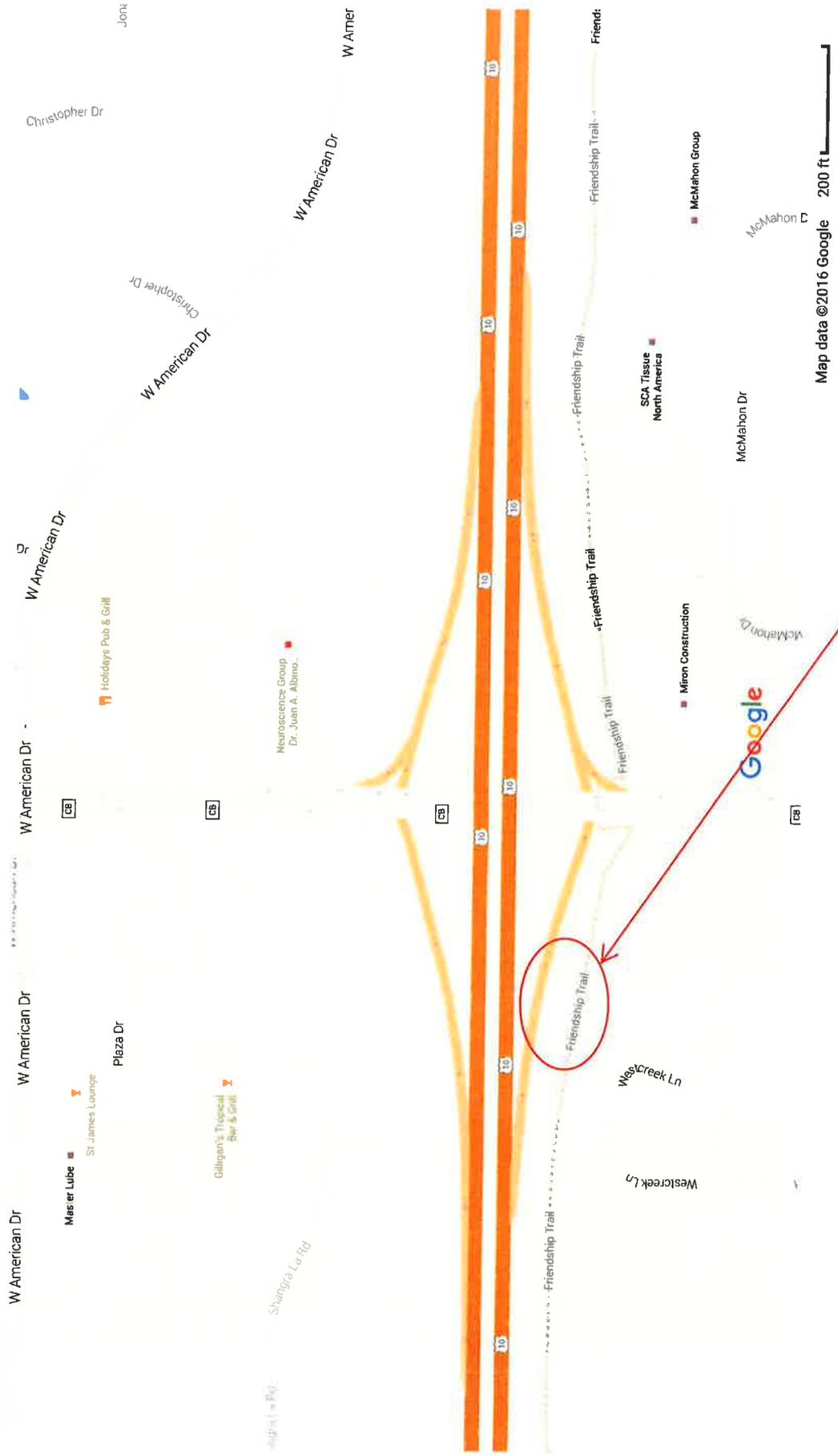
Upon completion of the work, all disturbed areas shall be restored according to requirements stated in the Utility Accommodations Policy, (96.54), and in a manner satisfactory to the District Chief Maintenance Engineer.

16. Prevent the spread of oak wilt by treating all cut surfaces and abrasions sustained **between April 1 and September 30** by healthy oak trees and saplings with a thorough application of tree paint immediately upon discovering a wound. Between these dates, also paint the cut surfaces of the stumps of all healthy oak trees and saplings immediately after cutting, whether remaining in place or grubbed.

This permit approves the installation of facilities as shown on the diagram provided. It is the obligation of the applicant to determine the location of, and avoid any damage to, the pre-existing lines and facilities of others. If the above assigned position is not feasible, an alternate location of facilities shall be approved prior to installing the facilities by contacting the permit coordinator approving the permit. If the facility is later discovered to be at a location other than that designated by the permit you may be required to relocate the facility at your expense.

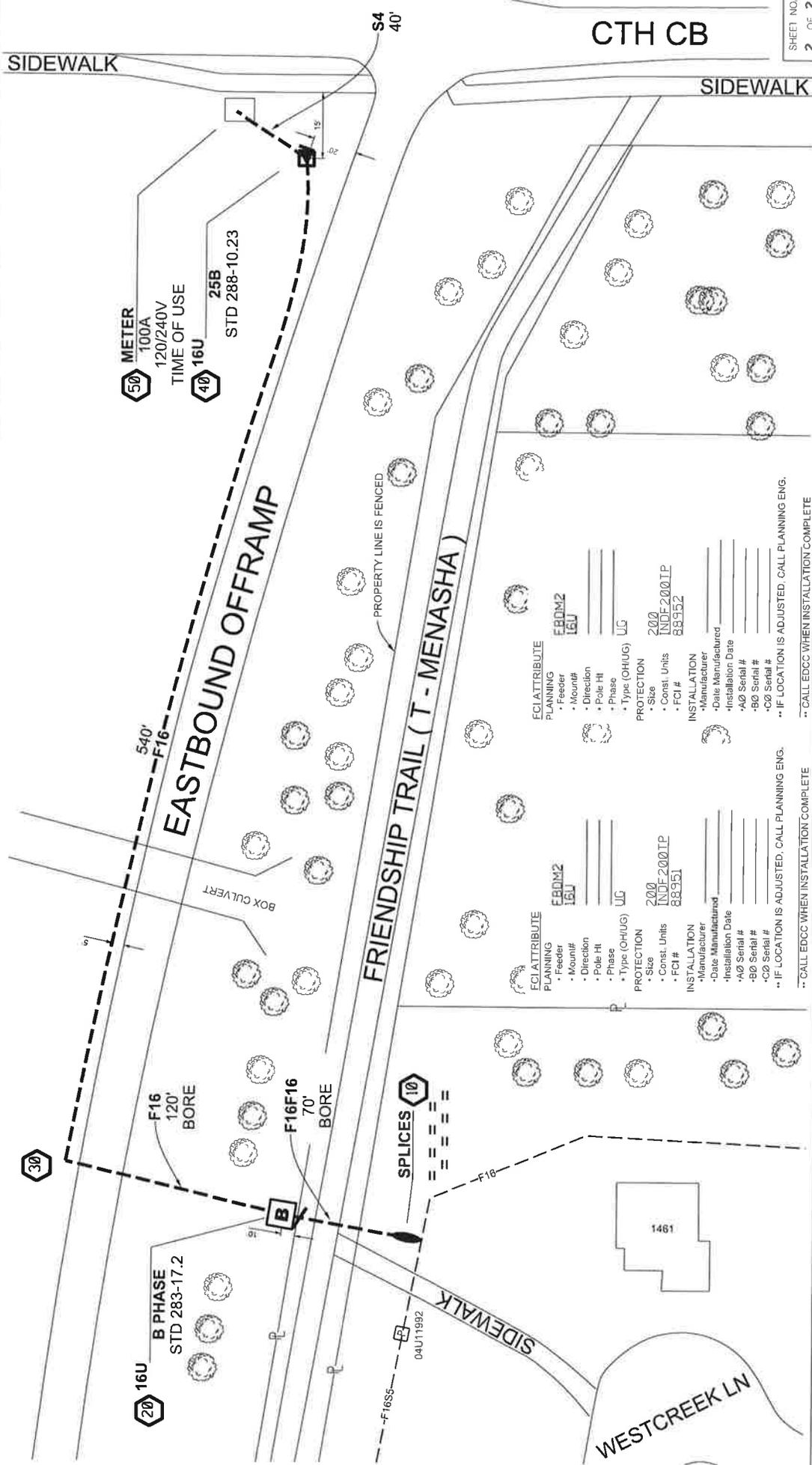
*Date of provisions 3/9/2016*

*This permit is subject to the attached drawings, these supplemental provisions, and WisDOT's Utility Accommodation Policy. New supplemental provisions may be added, or the existing ones deleted or amended in the future as different issues arise during the installation, operation and maintenance of the permittee's facilities.*





**EASTBOUND STH 10**



EQUIPMENT SPECIFICATIONS	
<b>EQUIPMENT</b>	<b>DESCRIPTION</b>
EBQM2 16U	200 INDF-200TP 88951
EBQM2 16U	200 INDF-200TP 88952

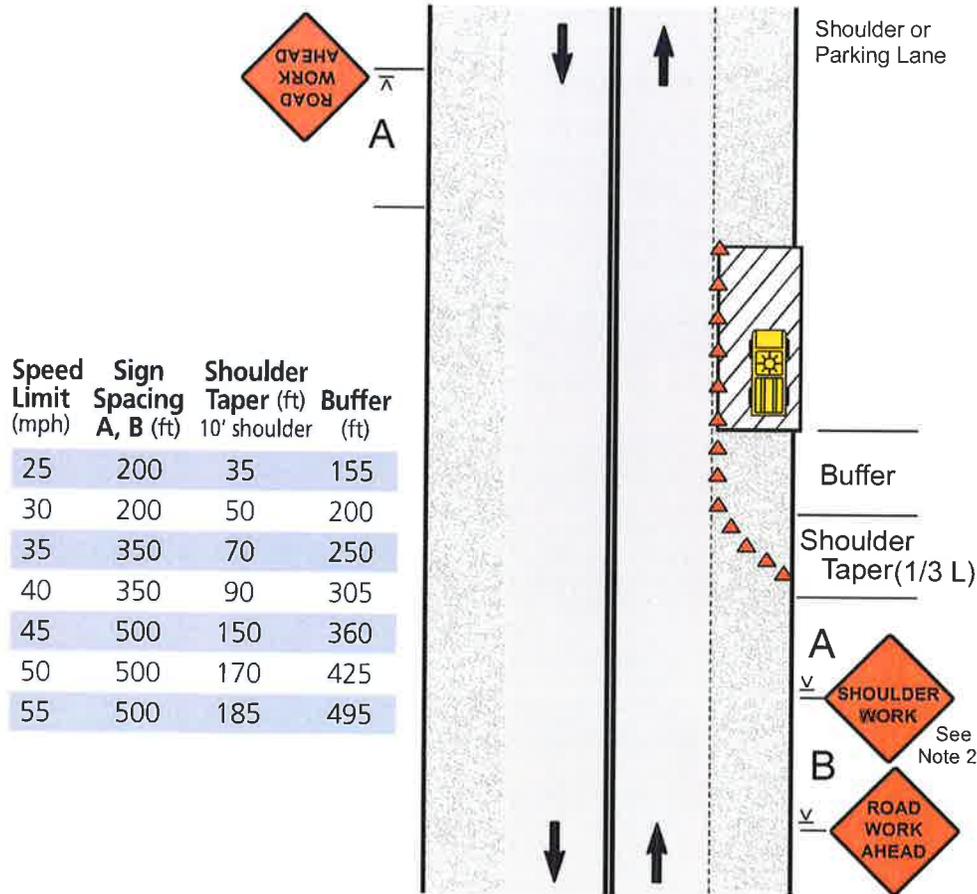
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<b>EQUIPMENT</b>	<b>DESCRIPTION</b>
EBQM2 16U	200 INDF-200TP 88951
EBQM2 16U	200 INDF-200TP 88952

.. CALL EDCC WHEN INSTALLATION COMPLETE  
 .. IF LOCATION IS ADJUSTED, CALL PLANNING ENG.  
 .. IF LOCATION IS ADJUSTED, CALL PLANNING ENG.

## Work on Shoulder or Parking Lane



### Notes

1. Encroachment into the traffic lane is allowable, but a 10-foot minimum travel lane width should be maintained. A lane closure should be considered if there is encroachment on roads with speeds greater than 35 mph, or for other conditions where workers, equipment, or the work activity would benefit from the lateral buffer (see pages 22 and 23).
2. If there is encroachment into the traffic lane, a ROAD NARROWS sign may be used instead of SHOULDER WORK. For roads with low volume, the SHOULDER WORK or ROAD NARROWS sign can be omitted.
3. For short duration work (60 minutes or less), the channelizing devices may be omitted if a vehicle with activated high intensity lights is used. For short duration work with no lane encroachment, the signs may also be omitted.
4. Workers, UTILITY WORK AHEAD, SHOULDER WORK AHEAD, or SURVEY CREW signs may be used instead of SHOULDER WORK or ROAD WORK AHEAD.
5. When work area is at least 2' from traffic lane on roads with low volume and speeds of 35 mph or less, the sign on opposite side can be omitted.





Wisconsin County Mutual Insurance Corporation

August 9, 2019

WE ENERGIES  
CLAIMS – A145  
P O BOX 1132  
MILWAUKEE WI 53201-1132

<b>RE:</b>	<b>WCMIC Insured:</b>	<b>Winnebago County</b>
	<b>Claimant:</b>	<b>We Energies</b>
	<b>Date of Incident:</b>	<b>June 18, 2019</b>
	<b>Claim number:</b>	<b>185999-22202</b>
	<b>Damage Claim #:</b>	<b>201993967 <i>wf</i></b>

Aegis Corporation is the General Administrator for Wisconsin County Mutual Insurance Corporation, which insures Winnebago County under a policy of general liability coverage applicable to the above captioned date of loss.

Our principal, Wisconsin County Mutual Insurance Corporation, has requested that we advise you that upon completion of the review of your claim, they find your claim does not qualify for payment. Therefore we will be unable to assist you with any settlement of damages or costs which you may have sustained in the above captioned claim.

The pedestal in question was not marked and was covered in overgrowth. As such, our principal regrets that it must decline any claim resulting from this incident, but finds that there is no liability on the part of their insured Winnebago County.

We regret that we could not assist you in this matter.

Sincerely,  
**Wisconsin County Mutual  
Insurance Corporation**

Laurie A Miskanis-Cisewski  
Senior Field Claims Examiner  
Aegis Corporation

**Received  
Claims Department**

AUG 12 2019

cc: Winnebago County



MILWAUKEE WI 530

30 AUG 2019 PM 1 1



Laurie A. Miskanis-Cisewski, Senior Claims Professional  
P.O. Box 63 | Custer, WI 54423-0063

ADDRESS SERVICE REQUESTED

59201-119232



1 201-092019

2 **RESOLUTION: Authorize Abolishing the Office of Coroner for Winnebago County and**  
3 **Implementing a Medical Examiner System in Winnebago County**

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

7 **WHEREAS**, §59.20, Wis Stats, creates a four-year term for the elected office of coroner, and the current  
8 term of the Winnebago county coroner ends on December 31, 2022; and

9 **WHEREAS**, pursuant to §17.01(13), Wis Stats, Winnebago County Coroner Barry Busby submitted his  
10 resignation in writing to the Winnebago County Sheriff, stating his last day of serving as Winnebago County Coroner  
11 will be October 31, 2019; and

12 **WHEREAS**, §17.21(1), Wis Stats, provides vacancies in the office of coroner shall be filled by appointment  
13 of the governor for the residue of the unexpired term; and

14 **WHEREAS**, §§59.34 and 59.38, Wis Stats, provide that a county board can abolish the office of elected  
15 coroner and implement a medical examiner system in which a medical examiner performs the same duties as a  
16 coroner; and

17 **WHEREAS**, a county board can establish minimum qualifications for the individual filling a medical examiner  
18 position and ensure that the position is filled by a competent individual; and

19 **WHEREAS**, details for a medical examiner system can be established in due course in accordance with  
20 §59.38, Wis Stats.

21  
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
23 authorizes Winnebago County to abolish the Office of Elected Coroner at the end of the incumbent's term or sooner  
24 by the sitting coroner appointed by the governor.

25  
26 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that pursuant to  
27 §59.17(2)(br), Wis Stats, the medical examiner shall be a Department Head appointed by the Winnebago County  
28 Executive and confirmed by the Winnebago County Board of Supervisors.

29  
30 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the Judiciary and Public  
31 Safety Committee will set policy for the position of medical examiner.

32  
33 Respectfully submitted by:

34 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

35 Committee Vote: **5-0**

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

37  
38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

39  
40  
41 \_\_\_\_\_  
42 Mark L Harris  
Winnebago County Executive

1 202-092019

2 **RESOLUTION: Authorize Electric Underground Easement Between Winnebago County**  
3 **and Wisconsin Public Service Corporation**

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

7 **WHEREAS**, the Wisconsin Public Service Corporation has requested that Winnebago County grant it an  
8 easement to construct, install, operate, maintain, repair, replace, and extend underground electrical wires on  
9 Winnebago County-owned property described within the attached Electric Underground Easement Agreement; and

10 **WHEREAS**, the undersigned Facilities and Property Management Committee believes that granting said  
11 easement is appropriate and necessary to provide electrical service to the Winnebago County Community-Based  
12 Residential Facility.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 authorizes execution of the Electric Underground Easement Agreement between Winnebago County and the  
15 Wisconsin Public Service Corporation on that property described within the Agreement for the purpose of providing  
16 electrical service to the Winnebago County Community-Based Residential Facility.  
17

18  
19

20 Respectfully submitted by:

21 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

22 Committee Vote: **4-0**

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

24

25 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

26

27

28

29

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



**Wisconsin Public Service Corporation**

700 North Adams Street  
P.O. Box 19001  
Green Bay, WI 54307-9001

[www.wisconsinpublicservice.com](http://www.wisconsinpublicservice.com)

6/27/2019

Winnebago County Parks  
Attn: Michael Elder  
625 E County Road Y, Suite 500  
Oshkosh WI 54901

Dear Customer:

You or your agent recently worked with a Wisconsin Public Service Corporation (WPSC) representative to define the location of an easement at *725 Butler Ave in the City of Oshkosh, County of Winnebago, State of Wisconsin.*

I have enclosed two copies of the easement for your review. The exhibit is only temporary until the final one can be completed. When the final exhibit is complete we will send it along with a copy of the easement for your review. After you review the exhibit, the document will be recorded with the Office of the Register of Deeds. Signing this document will allow WPSC to install facilities on your property in the location described in the easement.

Please note that the Public Service Commission entitles you to a minimum of five days to examine the materials provided. However, you have the option to waive the five-day review period and sign and return the easement at any time.

*You will note that the documents **require** you to sign them in the presence of a **Notary Public**.* Please make the necessary arrangements to meet with a Notary Public in your vicinity and have the Notary sign the documents where indicated. All signatures and blanks filled in must be completed in **BLACK INK** to be accepted by the Register of Deeds for recording.

Please return *one* of the documents to me in the pre-paid envelope provided at your earliest convenience. The second document is for your records. Installation cannot be scheduled until the completed document has been received.

Please contact me if you have any questions regarding the easement. Please refer to Work Request **2891502**.

Thank you.

Sincerely,

Philip Paradies  
Wisconsin Public Service Corporation  
(920)433-1477  
E-Mail: [Philip.Paradies@wecenergygroup.com](mailto:Philip.Paradies@wecenergygroup.com)

Enclosure

ELECTRIC UNDERGROUND EASEMENT

← PLEASE DATE

THIS INDENTURE is made this \_\_\_\_ day of \_\_\_\_\_, by and between **Winnebago County, a Wisconsin municipal corporation** ("Grantor") and **WISCONSIN PUBLIC SERVICE CORPORATION**, a Wisconsin Corporation, along with its successors and assigns (collectively, "Grantee") for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor, owner of land, hereby grants and warrants to, Grantee, a permanent easement upon, within, beneath, over and across a part of Grantor's land hereinafter referred to as "easement area" more particularly described as follows:

Part of the South One Half of the Northeast Quarter (S1/2-NE1/4) of Section 36, Township 19 North, Range 16 East, **City of Oshkosh, County of Winnebago, State of Wisconsin**, as shown on the attached Exhibit "A".

Return to:  
Wisconsin Public Service Corp.  
Real Estate Dept.  
P.O. Box 19001  
Green Bay, WI 54307-9001  
Parcel Identification Number (PIN)  
**9152950000**

1. **Purpose: ELECTRIC UNDERGROUND** - The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof. Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee's use of the easement area.
2. **Access:** Grantee shall have the right to enter on and across any of the Grantor's property outside of the easement area as may be reasonably necessary to gain access to the easement area and as may be reasonably necessary for the construction, installation, operation, maintenance, inspection, removal or replacement of the Grantee's facilities.
3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric and gas codes or any amendments thereto.
4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.
5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor's land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.
7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.
8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor's rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document *or* voluntarily waives the five day review period.

[REMAINDER OF PAGE LEFT BLANK]



# TEMPORARY EXHIBIT "A"

NOT TO SCALE  
FOR REFERENCE ONLY



12 FOOT WIDE EASEMENT



**\*\*Temporary Exhibit \*\***  
**\*\*Final Exhibit will be sent for approval at a later date\*\***

NORTH

1 203-092019

2

3 **ORDINANCE: Create Section 9.42 of the General Code of Winnebago County: Abandoned**  
4 **Personal Property**

5

6

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

8 **WHEREAS**, §66.0139, Wis Stats, provides counties with the authority to enact ordinances governing the  
9 disposal of abandoned or unclaimed personal property held by the Winnebago County Sheriff’s Department; and

10 **WHEREAS**, there is abandoned or unclaimed property held by the Winnebago County Sheriff’s Department  
11 within Winnebago County; and

12 **WHEREAS**, it would be in the best interests of Winnebago County that an ordinance adopting the contents  
13 of §66.0139, Wis Stats, be enacted so as to streamline the disposal of abandoned or unclaimed property.

14

15 **NOW, THEREFORE, THE COUNTY BOARD OF SUPERVISORS OF THE COUNTY OF WINNEBAGO**  
16 **DOES ORDAIN AS FOLLOWS:** that it hereby creates Section 9.42 of the General Code of Winnebago County to  
17 read as follows:

18 **9.42 ABANDONED PERSONAL PROPERTY.**

19

20 (1) **AUTHORITY:** This Ordinance is created pursuant to the authority provided in §66.0139, Wis Stats.

21

22 (2) **JURISDICTION:** This Ordinance shall be applicable to any abandoned or unclaimed personal property  
23 held by the Winnebago County Sheriff’s Department.

24

25 (3) **DISPOSAL OF PERSONAL PROPERTY:** Personal property, other than cash, which has been  
26 abandoned or which remains unclaimed for a minimum period of thirty (30) days after the property is not needed for  
27 evidence, shall be disposed of by any means including, but not limited to, public auction, conversion to public use,  
28 donation to charity, junking, salvage, as determined by the Sheriff or designee and as determined to be in the best  
29 interests of Winnebago County. If the disposal is in the form of a sale, all receipts from the sale, after deducting the  
30 necessary expenses of keeping the property and conducting the sale, shall be paid to the County Treasury. The  
31 recovering deputy shall attempt to return to the rightful owner such items of personal property which have substantial  
32 value, if the owner can be reasonably determined.

33

34 (4) **RECORDS TO BE KEPT:** If abandoned or unclaimed personal property is not disposed of in a sale open  
35 to the public, the Sheriff or designee shall maintain an inventory of the property, a record of the date and method of  
36 disposal including the consideration received for the property, if any, and the name and address of the person/entity  
37 taking possession of the property. The inventory shall be kept as a public record for a period not less than two (2)  
38 years from the date of the disposal of the property.

39

40 (5) **DISPOSING OF ABANDONED OR UNCLAIMED PROPERTY:** Section 66.0139(1) through (5), Wis  
41 Stats, are incorporated herein by reference and made a part of this Ordinance.

42

43 (6) **EXCEPTIONS:** This Ordinance shall not apply to cash.

44

45 (7) **EFFECTIVE DATE:** This Ordinance shall be effective as of November 1, 2019.

46

47 Respectfully submitted by:

48 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

49 Committee Vote: **5-0**

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

51  
52  
53  
54  
55  
56  
57

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

1 204-092019

2 **RESOLUTION: Authorize a System Upgrade Agreement with Motorola to Provide**  
3 **Hardware, Software, and Professional Services and Maintenance of the**  
4 **Winnebago County Sheriff Department’s ASTRO 25 System**

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

8 **WHEREAS**, the Winnebago County Sheriff Department wishes to upgrade its ASTRO 25 System; and

9 **WHEREAS**, pursuant to the SUA II and Maintenance Purchase Agreement, this upgrade will include the  
10 necessary hardware, software, and professional service and maintenance of the system upgrade; and

11 **WHEREAS**, your undersigned Committee has reviewed said agreement and recommends its approval.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
13 authorizes the upgrade to the Winnebago County Sheriff Department’s ASTRO 25 system.

14 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that a copy of this Agreement  
15 can be requested by contacting the Winnebago County Sheriff Department or the Winnebago County Office of  
16 Corporation Counsel.  
17  
18

19  
20 Respectfully submitted by:

21 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

22 Committee Vote: **5-0**

23 Respectfully submitted by:

24 **PERSONNEL AND FINANCE COMMITTEE**

25 Committee Vote: **3-0**

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

27  
28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

1 205-092019

2 **RESOLUTION: Authorize a Three-Year Service Agreement with Stanley Convergent**  
3 **Security Solutions Inc to Continue to Provide Maintenance and Repair**  
4 **Services to the Winnebago County Sheriff Department’s Security System**

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

8 **WHEREAS**, the Winnebago County Sheriff’s Department wishes to renew its contract with Stanley  
9 Convergent Security Solutions Inc for three years; and

10 **WHEREAS**, the terms of this three-year extension are described in the attached Service Agreement, which  
11 is made a part of this Resolution herein by reference; and

12 **WHEREAS**, your undersigned Committee has reviewed the Service Agreement and recommends its  
13 approval.

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
15 authorizes the service agreement with Stanley Convergent Security Solutions Inc for three years.  
16  
17

18 Respectfully submitted by:

19 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

20 Committee Vote: **5-0**

21 Respectfully submitted by:

22 **PERSONNEL AND FINANCE COMMITTEE**

23 Committee Vote: **3-0**

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

25  
26 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.  
27

28 \_\_\_\_\_  
29 Mark L Harris  
30 Winnebago County Executive

# Service Agreement

Agreement #: Q198024  
Dated: 7/30/2019

## Stanley Convergent Security Solutions, Inc.

This Agreement is made and entered into and becomes effective on the date the Agreement is signed below, by and between Stanley Convergent Security Solutions, Inc., hereinafter referred to as "Stanley" and Winnebago County Sheriff's Office, hereinafter referred to as "Customer".

### System and Service

Stanley agrees to furnish LABOR AND MATERIAL for maintenance repair services, during the term of this Agreement, at the premises of the Customer located at:

Winnebago Co. Sheriff's Office  
4311 Jackson Street  
Oshkosh, WI 54901  
Phone: 920-236-7385

Email: MLichtensteiger@co.winnebago.wi.us  
Attn: Lt. Michael Lichtensteiger

### Terms of Renewal and Expiration

This Agreement is effective as of the execution date of this Agreement and shall have an initial term of thirty-six (36) months from the first day of the first full month after a signed agreement is received and thereafter shall be automatically renewed for consecutive terms of three (3) years, unless either party gives written notice at least sixty (60) days prior to the end of such term, to the other of intent to allow the Agreement to expire as of the end of the then-current term. In order to take advantage of the Commander/Informer/Wonderware upgrades every 6 years, the contract cannot be cancelled before that 6 year term is fulfilled.

### Payment and Scope (prices do not include any applicable state and local sales or use tax):

A. Payment: Customer agrees to pay Stanley:

\$ 4,000.<sup>00</sup> for services per month, as described in the Schedule of Service, payable  monthly,  quarterly, or  annually, in advance commencing from the first (1st) day of the month following the date the signed agreement or on this specified date: 01/ 01/ 2020. Stanley may at any time following the expiration of a thirty-six (36) month term of this Agreement, increase the monthly charge shown above, once a term. If Stanley increases the basic monthly charge in any term by an amount greater than nine (9) percent, customer may terminate the Agreement upon written notice to Stanley within fifteen (15) days of notification of such increase.

B. Payment Terms: All payments are net thirty (30) days from receipt of invoice.

C. Individual Service Prices:

- i. Security Electronics ..... \$2,000 per month
- ii. Add Avigilon cameras, Bosch cameras, and Avigilon NVRs (existing warranty expires 9/2020) .... \$1,100 per month
- iii. Add replacing Commander PCs, touchscreens, Informer machine, and Wonderware licenses every 6 years .....  
..... \$900 per month

### Schedule of Service:

#### **Total Price of \$4,000.<sup>00</sup>/Month Provides:**

Parts and Labor Service Agreement with Commander/Informer/Wonderware upgrades every 6 years.  
(24x7x365)

#### **Priority Response Plan:**

Phone response within 4 business hours. Stanley will make its best effort to respond on-site within 24 business hours for critical system failures. Critical failures shall be defined as catastrophic failure of the system rendering the system unusable (Examples of a catastrophic failure would be the failure of a non-redundant Central Control Station PC or a PLC processor failure).

Annual inspection and system calibration

Free telephone consultation, 24x7x365

Free remote diagnosis using our Secure Gateway(\*)

(\*)Note: If Gateway server exists onsite. Requires High-speed Internet connection provided and managed by you

# Service Agreement

Agreement #: Q198024  
Dated: 7/30/2019

## Scope of Security Electronics System:

For the purpose of this agreement, the Security Electronics is defined to cover the following systems:

- **Touchscreen Control System**  
Including PC(s), Touchscreen monitor(s) and microphone.
- **Door Control System**  
Allen-Bradley programmable logic controller equipment.  
Door control electrical components including door control equipment racks, relay boards, power supplies, fuses.
- **Intercom System**  
Intercom stations and paging speakers.
- **CCTV System**  
Including Avigilon NVRs, software, Avigilon cameras, Bosch cameras and monitor(s).
- **Duress/Watchtour System**  
Including headend equipment and pushbutton(s).
- **Utility Control Interface**  
Lighting and receptacle contactors controlled by the security system.
- **Security Management System**  
Informer security management system computer.
- **Software**  
Software including PLC, intercom, and Informer software. This is for the maintenance of the current software configuration. This includes maintaining backups.

## Not included in our agreement:

- Obsolete analog Dukane relay cards.
- Additional Service will be charged at the current service rates.
- Obsolete or discontinued equipment.
- Video Visitation Systems.
- VCRs. We no longer service VCRs.
- Calibration of door position switches or other door adjustments.
- Wiring outside the door control panels or consoles.
- Systems provided by others.
- Lifts or special equipment needed to service equipment mounted in high locations.
- Abnormal abuse of the system.
- Acts of God. (i.e. flood, tornado, lightning, etc.)
- Mechanical parts & labor on door lock system.
- Fire Alarm System.

# Service Agreement

Agreement #: Q198024  
Dated: 7/30/2019

## Terms of Service:

### 1. Liquidated Damages and Stanley's Limits of Liability

- A. It is understood and agreed by the parties hereto that Stanley is providing a system and/or service designed to reduce the risk of loss only; that the payments provided for herein are based solely on the value of the system and/or services as described herein and are unrelated to the value of any property located on Customer's premises; that Stanley is not liable for losses which may occur in cases of malfunction or nonfunction of any system provided by, or serviced by Stanley, that Stanley is not liable for losses which may occur in the monitoring, repairing, signal handling or dispatching aspects of the service, unless if due to Stanley's gross negligence or willful misconduct; that Stanley is not liable for losses resulting from failure to warn; that Stanley is not an insurer; and that insurance covering personal injury, property loss, damage to and on Customer's premises must be obtained and/or maintained by Customer. Customer understands that it is Customer's duty to purchase such insurance; that Stanley offers several levels of protection and services and that the system and/or service described in the Schedule of Service and Protection has been chosen by Customer after considering and balancing the levels of protection afforded by various systems and the related costs.
- B. IT IS AGREED THAT IT IS IMPRACTICAL AND EXTREMELY DIFFICULT TO FIX ACTUAL DAMAGES WHICH MAY ARISE IN SITUATIONS WHERE THERE MAY BE A FAILURE OF THE SYSTEM AND/OR SERVICES PROVIDED, DUE TO THE UNCERTAIN VALUE OF CUSTOMER'S PROPERTY OR THE PROPERTY OF OTHERS KEPT ON THE PROTECTED PREMISES WHICH MAY BE LOST, STOLEN, DESTROYED, DAMAGED OR OTHERWISE AFFECTED BY OCCURRENCES WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT, INABILITY OF STANLEY TO GUARANTEE POLICE, FIRE DEPARTMENT AND MEDICAL ALERT RESPONSE TIME, AND ESTABLISHING A CAUSAL CONNECTION BETWEEN THE SYSTEM OR SERVICE PROBLEMS AND CUSTOMER'S POSSIBLE LOSS. THEREFORE IF SECTION 1A IS JUDICIALLY DETERMINED TO BE INVALID OR UNENFORCEABLE AND ANY LIABILITY IS JUDICIALLY IMPOSED ON STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES, FOR PROPERTY DAMAGE OR PERSONAL INJURY, SUCH LIABILITY SHALL BE LIMITED TO AN AMOUNT EQUAL TO THE ANNUAL SERVICE CHARGE OR \$25,000, WHICHEVER IS GREATER. THIS SUM SHALL BE PAID AND RECEIVED EITHER (i) AS LIQUIDATED DAMAGES AND NOT AS A PENALTY, OR (ii) AS A LIMITATION OF LIABILITY APPROVED AND AGREED UPON BY THE PARTIES. THE PAYMENT OF THIS AMOUNT SHALL BE STANLEY'S SOLE AND EXCLUSIVE LIABILITY REGARDLESS OF WHETHER LOSS OR DAMAGE IS CAUSED BY THE PERFORMANCE OR NONPERFORMANCE OF OBLIGATIONS UNDER THIS CONTRACT OR BY NEGLIGENCE, ACTIVE OR OTHERWISE, OF STANLEY, ITS EMPLOYEES, AGENTS OR REPRESENTATIVES. NO SUIT OR ACTION SHALL BE BROUGHT AGAINST STANLEY MORE THAN ONE (1) YEAR AFTER THE ACCRUAL OF THE CAUSE OF ACTION ARISES. IF CUSTOMER WISHES STANLEY TO INCREASE THE AMOUNT OF THE LIQUIDATED DAMAGES AS PROVIDED ABOVE, CUSTOMER MAY OBTAIN FROM STANLEY AN ADDITIONAL AMOUNT OF LIQUIDATED DAMAGES BY PAYING AN ADDITIONAL MONTHLY SERVICE CHARGE TO STANLEY. THIS CLAUSE WILL IN NO WAY BE INTERPRETED TO ESTABLISH STANLEY AS AN INSURER. THE AFOREMENTIONED LIMITS OF LIABILITY SHALL NOT APPLY IN THE EVENT OF STANLEY'S GROSS NEGLIGENCE AND/OR WILLFUL MISCONDUCT.
- C. SINCE THE PARTIES AGREE THAT CUSTOMER RETAINS THE SOLE RESPONSIBILITY FOR THE LIFE AND SAFETY OF ALL PERSONS IN ITS PREMISES, AND FOR PROTECTING AGAINST LOSSES TO HIS/HER OWN PROPERTY OR THE PROPERTY OF OTHERS IN ITS PREMISES, TO THE EXTENT PERMITTED BY LAW, CUSTOMER AGREES TO INDEMNIFY AND SAVE HARMLESS STANLEY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES FROM AND AGAINST ALL CLAIMS, LAWSUITS AND LOSSES, BY PERSONS NOT A PARTY TO THIS AGREEMENT, ALLEGED TO BE CAUSED BY THE IMPROPER OPERATION OF THE SYSTEM, WHETHER DUE TO MALFUNCTIONING OR NONFUNCTIONING OF THE SYSTEM OR THE NEGLIGENT PERFORMANCE OR NONPERFORMANCE BY STANLEY OF THE INSTALLATION, MAINTENANCE, MONITORING, SIGNAL-HANDLING OR DISPATCHING ASPECTS OF THE SERVICE. NOTWITHSTANDING THE FOREGOING, STANLEY WILL HOLD THE CUSTOMER, ITS OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES HARMLESS FROM DAMAGE, LIABILITY AND EXPENSE RESULTING FROM NEGLIGENCE OR WRONGFUL ACTS OR OMISSIONS OF SCSS, ITS AGENTS OR EMPLOYEES WHILE THEY ARE ON THE CUSTOMER'S PREMISES. THIS HOLD HARMLESS PROVISION SHALL NOT APPLY TO DAMAGE, LIABILITY OR EXPENSE RESULTING FROM, OR DUE TO THE CONDITION, NON-FUNCTION, MALFUNCTION OR FAILURE OF THE SYSTEM OR SERVICE IN ANY RESPECT WHETHER OR NOT THE FAILURE OF THE SYSTEM OR SERVICE ARISES OUT OF THE NEGLIGENT ACTS OR OMISSIONS OF STANLEY, ITS AGENTS OR EMPLOYEES, WHICH OCCURRENCES SHALL BE EXCLUSIVELY CONTROLLED BY ARTICLE 4.A. THROUGH ARTICLE 4.B. OF THE AGREEMENT.
- D. Paragraphs A through C of this Section 1 shall apply to any other company or entity which, in addition to Stanley, furnishes as a subcontractor or otherwise, any installation, monitoring or maintenance services provided hereunder.
- E. **Limited Equipment Warranty**  
Where Customer purchases a security system or parts under this Agreement, Stanley warrants that the equipment will be free from defects in material and workmanship for a period of ninety (90) days from the date the security system is placed into operation. If during this warranty period, any of the equipment or parts are defective or malfunction, they will be repaired or replaced, at Stanley's sole option, free of charge. Warranty repair is done 8 am-4 pm Monday through Friday, excluding holidays. This warranty will not apply if the damage or malfunction occurs, through no fault of Stanley, while the system is in the possession of the Customer, or because the system has been adjusted, added to, altered, abused, misused or tampered with by the Customer, operated or used contrary to the operating instructions, use of the software with an operating system other than that specified by Stanley or its original equipment manufacturer ("OEM"), performance issues relating to the use of Customer's data network(s), power fluctuations, or any other cause not within the cause or control of Stanley. If inspection by Stanley fails to disclose any defect covered by this limited equipment warranty, the equipment will be repaired or replaced at Customer's expense and Stanley's regular service charges will apply.
- DISCLAIMER OF ALL OTHER WARRANTIES:** EXCEPT FOR THE FOREGOING LIMITED EQUIPMENT WARRANTY DESCRIBED ABOVE AND TO THE EXTENT PERMITTED BY LAW, STANLEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, THAT THE SYSTEM OR SERVICE SUPPLIED MAY NOT BE COMPROMISED, OR THAT THE SYSTEM OR SERVICE WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INTENDED. IN NO EVENT, WILL STANLEY, ITS EMPLOYEES, OR AGENTS OR REPRESENTATIVES BE RESPONSIBLE FOR CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY NATURE WHATSOEVER. STANLEY MAKES NO WARRANTIES CONCERNING ANY EQUIPMENT OR DEVICES ATTACHED TO CUSTOMER'S SYSTEM UNLESS SUCH EQUIPMENT OR DEVICES WERE ORIGINALLY PURCHASED AND INSTALLED UNDER THIS AGREEMENT.

### 2. Entire Agreement

It is agreed to and understood by the parties that this Agreement, including the provisions on the attached Schedule of Service and Protection and Schedule of Equipment and Services, constitute the entire Agreement between the parties, and supersedes and replaces all other prior understandings or agreements, whether oral or written, relating to the premises covered by this Agreement. This Agreement may not be changed, modified or varied except in writing, signed by an authorized representative of Stanley. It is understood and agreed by and between the parties hereto, that the terms and conditions of this Agreement shall govern notwithstanding any additional or inconsistent terms or conditions contained in any purchase order or other document submitted by Customer. This Agreement shall not become binding on Stanley until approved and accepted by Stanley as provided below. Customer hereby acknowledges that he/she has read this entire Agreement and agrees to be bound by all its terms and conditions.

### 3. Miscellaneous Charges and Increase in Charges

- A. Customer shall pay any City, State or Federal taxes, fees or charges which are imposed upon the equipment, the installation thereof or performance of the services provided for herein, including any increases in charges to contractor for facilities required for transmission of signals under this Agreement.
- B. At Stanley's option, a fee may be charged for any false alarm caused by Customer or for any unnecessary service run. If either Stanley or Customer is assessed any fine or penalty by any municipality, fire or police protection district as a result of any false alarm, Customer shall pay the full amount of such fine or penalty.
- C. If any government agency requires any changes in the system originally installed, Customer agrees to pay for such changes. It is Customer's responsibility to obtain all alarm use permits required by the local jurisdiction.
- D. A balance becomes delinquent thirty (30) days after payment is due under this Service Agreement. Stanley may also, upon written notice to Customer, stop providing monitoring and maintenance services if Customer is delinquent on any payment. Stanley may charge \$25.00 for any NSF check.

### 4. Further Obligations of Customer

- A. Customer, at its own expense, shall supply appropriate unswitched AC electric power, outlets for such power, located according to Stanley's requirements and telephone company interconnection jacks, if required.
- B. Customer shall not tamper with, alter, adjust, add to, disturb, injure, move, remove, interconnect with other equipment or otherwise interfere with equipment installed by Stanley, nor shall Customer permit the same to be done by others. It is further agreed that Customer indemnifies and holds Stanley harmless for any claim arising out of the foregoing and that if any work is required to be performed by Stanley, due to Customer's breach of the foregoing obligations, Customer will pay Stanley for such work in accordance with Stanley's then-current prevailing charges.
- C. For those premises where Stanley is to provide Customer Service Center monitoring, Customer shall furnish Stanley a list of the names, titles, residence addresses, telephone numbers and signatures of all persons authorized to enter the premises of Customer during scheduled closed periods and shall be responsible for updating such lists. In cases of supervised service, Customer shall also furnish Stanley with an authorized daily and holiday opening and closing schedule.
- D. Customer shall permit Stanley access to the premises for any reason arising out of or in connection with Stanley's rights or obligations under this Agreement.
- E. Should any part of the system be damaged by fire, water, lightning, acts of God, third parties or any cause beyond the control of Stanley, any repairs or replacement shall be paid for by Customer (ordinary wear and tear excepted in the case of a Stanley-owned system).
- F. Any claim by Customer of improper installation or a defect in the system shall be made in writing to Stanley within thirty (30) days of installation completion.
- G. Customer represents and warrants that Customer is the owner of the premises or, if not, that the owner agrees and consents to the installation of the system on the premises. Customer shall indemnify and hold Stanley harmless from any losses or damages, including attorney fees, resulting from breach of such representation and warranty, or from Stanley's inability to recover Stanley-owned system components when customer moves out of the premises.
- H. For those premises where closed circuit television equipment is provided, Customer will provide adequate illumination under all operational conditions for the proper operation of the closed circuit television camera and will provide 110 AC power supply where required as well as shelf or desk space for monitors.
- I. It is mutually agreed that the Customer assumes full responsibility for the operation of any and all bypass or switch units provided for disconnecting or reconnecting the alarm sounding and/or transmitting equipment at Customer's premises.
- J. Customer represents that, except to the extent it has given Stanley written notice prior to the execution of this Agreement, (i) the work and/or services to be performed hereunder are not subject to any Federal, State or local prevailing wage statute or regulations, and (ii) to the best of its knowledge there is no asbestos or presumed asbestos-containing material, formaldehyde or other potentially toxic or hazardous material contained within, in, on or under any portion of any area where work will be performed under this contract. If such materials (whether or not disclosed by Customer) are discovered and such materials provide and unsafe or

# Service Agreement

Agreement #: Q198024  
Dated: 7/30/2019

unlawful condition, such discovery shall constitute a cause beyond Stanley's reasonable control and Stanley shall not start or continue to perform its work under the contract until Customer has remedied the unsafe or unlawful condition at Customer's sole expense. Customer shall indemnify and hold Stanley and its assigns harmless from and against any and all claims, cost and expenses of any kind (including attorney's fees) for fines, penalties, back wages, bodily injury, property damage, delay or work stoppage that arises under or results from a breach of the foregoing representations (regardless of whether or not Customer disclosed such materials to Stanley).

**5. Further Obligations of Stanley; Limitations**

- A. For those premises where Customer Service Center monitoring is provided, Stanley, upon receipt of an alarm signal from Customer's premises, shall (unless previously instructed otherwise by Customer), make a reasonable effort to transmit the alarm promptly to the police, fire department, medical agency or customer designated agency having jurisdiction or responsibility. Stanley shall also make a reasonable effort to notify Customer's designated representative by telephone of every genuine alarm received unless instructed to do otherwise by Customer. To avoid false alarms, Stanley shall have the right, in its sole judgment, to first investigate the cause of a signal by either telephoning Customer or dispatching a representative to the Customer's premises to determine whether an emergency condition exists warranting notification of the police. Customer agrees that telephone calls received or transmitted by the Customer Service Center, including the receipt and transmission of alarm signals, may be electronically recorded by Stanley, and that Customer consents to such recordings.
- B. **Customer understands that, if the system installed under this Agreement is monitored, due to the nature of the method used for communicating alarm signals to the Customer Service Center, there may be times when that communication method is not able to transmit signals and Stanley will not receive alarm signals.** Digital communicators use standard telephone lines and Stanley does not receive signals when the telephone systems becomes non-operational or the telephone line is cut, interfered with or otherwise damaged. There will be times when any radio frequency method, such as cellular, public or private radio systems, cannot transmit an alarm signal due to lack of signal strength or availability of a communication channel. Similarly, any other type of communication method installed under this Agreement also can experience an inability to communicate alarms signals. Customer understands that Stanley offers several levels of communication methods of alarm signals to the Customer Service Center and that the Services described on the front page of this Agreement and on the Schedule of Service and Protection have been chosen by Customer after considering and balancing the levels of protection afforded by various communication methods and the related costs. Customer acknowledges and agrees that Customer is solely responsible for the selection of the type of communication method and whether the utilization of more than one communication method is required.
- C. In case of possible communication method trouble detected by Stanley, Stanley shall contact the communication method provider and request that it determine the location of the trouble, if unknown to Stanley. When the trouble has been traced to a Customer, Stanley will make a reasonable effort to notify Customer or the designated representative. In the event any service or repair to Customer's equipment becomes necessary, Stanley shall, within a reasonable time, dispatch a representative to Customer's premises for the purpose of making the necessary services or repair. It is understood that the communication method provider is not the agent of Stanley and Stanley shall not be liable for the communication method provider's negligent performance or delay in performance.
- D. For those premises with a direct connection to the police, fire department or other agency, it is mutually understood and agreed that signals transmitted hereunder will be monitored in police and/or fire departments or other agencies, and that the personnel of such police and/or fire departments or other agencies are not Stanley's agents nor does Stanley assume any responsibility for the manner in which such signals are monitored or the response, if any, to such signals.
- E. Stanley shall not be responsible for the replacement of equipment or parts no longer commercially available to Stanley.

**6. Termination**

- A. Stanley may terminate this Agreement immediately upon written notice:
  - i. In the event Customer defaults in the performance of any of the terms and conditions of this Agreement, including the failure to make any payment as agreed herein, in which case the balance of all monies due and for the unexpired term of this Agreement shall become immediately due and payable, or
  - ii. In the event Stanley's Customer Service Center, the telephone lines, wires or Stanley's equipment within Customer premises are destroyed or so substantially damaged that it is commercially impractical to continue service to Customer's premises; or
  - iii. As provided in this Service Agreement related to expiration and price increases.
- B. Customer may terminate the Agreement:
  - i. Upon sixty (60) days' written notice to Stanley prior to the end of the term;
  - ii. Immediately upon written notice, in the event Customer's premises are, by any cause beyond the control of the Customer, destroyed or so substantially damaged that it is commercially impractical for Customer to continue any operations at such premises; provided that if the Customer is using equipment owned by Stanley or its assignee, the Customer must pay Stanley all payments remaining to be made under this Agreement through its scheduled expiration; or
  - iii. As provided in this Service Agreement relating to expiration, price increases, and assignment.
- C. Upon termination of this Agreement, Customer shall permit Stanley access to Customer's premises in order to deactivate the telephone line signaling device and/or to remove the equipment.

**7. Assignment**

This Agreement is not assignable by the Customer except upon written consent of Stanley first being obtained. Stanley shall have the right to assign this Agreement, or to subcontract any of its obligations under this Agreement, without notice to, or consent of, the Customer.

**8. No Subrogation**

Customer does hereby for itself and other parties claiming under it, release and discharge Stanley from and against all claims arising from hazards covered by Customer's insurance, it being expressly agreed and understood that no insurance company or insurer will have any right of subrogation against Stanley.

**9. Choice of Law**

This agreement is entered into in the State of Wisconsin and shall be interpreted, enforced and governed under the laws of the State of Wisconsin without regard to application of conflicts of laws principals that would require the application of any other law. Any action regarding this agreement or otherwise brought against Stanley by or on behalf of any party to this agreement, its agents, assigns, subsidiaries, and/or executors shall be maintained in a court in Wisconsin.

Please sign below. Upon receipt, Stanley will execute and return a fully executed copy to you.

<p><b>Stanley Convergent Security Solutions, Inc.</b></p> <p>Sales Representative <u>Mickey Wydick</u></p> <p>Approved and accepted by Stanley</p> <p>By _____</p> <p>Title _____</p> <p>Date _____</p>	<p><b>CUSTOMER By (Signature)</b> _____</p> <p><b>Name (Print or Type)</b> _____</p> <p><b>Title</b> _____</p> <p><b>Date</b> _____</p> <p><b>Bank Reference</b> _____ <b>Telephone</b> _____</p> <p><b>Account Number</b> _____</p>
<p><b>NOT BINDING ON Stanley WITHOUT AUTHORIZED MANAGEMENT APPROVAL SIGNATURE</b></p>	

Return to: Stanley Convergent Security Solutions, Inc., 8350 Sunlight Dr., Fishers, IN 46037.

2 **RESOLUTION: Authorize Acceptance of Multi-Discharger Variance Program Funds from**  
3 **the City of Fond du Lac Regional Wastewater Treatment Facility**

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

7 **WHEREAS**, the State of Wisconsin enacted §283.16, Wis Stats, "Statewide Variance for Phosphorus" to  
8 provide alternative methods for Municipal Wastewater Treatment Facilities and other point source entities to help  
9 reduce phosphorus loading into surface water without experiencing exorbitant expansion costs that would be borne  
10 by their constituents; and

11 **WHEREAS**, the State of Wisconsin has created the "Multi-Discharger Variance Program" (MDV) to allocate  
12 funds from participating point source entities to "county land and water conservation departments to install Best  
13 Management Practices (BMP) that will bring Ag-Producers into compliance with the Agriculture Performance  
14 Standards and reduce phosphorus loading; and

15 **WHEREAS**, the Winnebago County Land Conservation Committee has approved the Winnebago County  
16 Land and Water Conservation Department's participation in the MDV program for 2019 to be eligible for available  
17 funds; and

18 **WHEREAS**, in accordance with the MDV program procedures, the City of Fond du Lac Regional Wastewater  
19 Treatment Facility will distribute \$53,857 to the Winnebago County Land and Water Conservation Department to be  
20 used for cost-sharing Best Management Practices (\$35,257) and project support (\$18,000).

21  
22 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
23 authorizes the Winnebago County Land and Water Conservation Department to accept MDV funds totaling \$53,857.

24  
25 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds be allocated to  
26 the Winnebago County Land and Water Conservation Department's 2019 Budget revenue and expenditure accounts.

27  
28 **Fiscal Impact:** Cost-Share funds are levy neutral. Support funds when earned will offset operational expenses.

29  
30 Respectfully submitted by:  
31 **LAND CONSERVATION COMMITTEE**

32 Committee Vote: **7-0**

33 Respectfully submitted by:  
34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **3-0**

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

37  
38 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

39  
40 \_\_\_\_\_  
41 Mark L Harris  
42 Winnebago County Executive

# Memo

**To:** Executive Harris, Chairman Ramos and the County Board of Supervisors

**From:** Tom Davies, Director of Land and Water Conservation (LWCD)

**Date:** 9/5/2019

**Re:** City of Fond du Lac Multi-Discharger Variance Funds

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Hello All,

The LWCD is participating in the Multi-Discharger Variance Program that allows eligible municipal wastewater treatment facilities to help reduce phosphorus loading into surface water without experiencing the high costs of facilities expansion that would be channeled on to their constituents. Basically the treatment facilities are allowed to pay roughly \$53.00 per pound for every pound of phosphorus they discharge in excess of their annual WDNR permit limit to the LWCDs in the counties that have land in the watershed of the waterbody that the treatment facility discharges into. Now that sounds really complicated, but actually it is quite simple.

For example: Based on the phosphorus discharge into Lake Winnebago in excess of their permit limits the City of Fond du Lac had to pay out approximately \$216,000. Because 25% of the Lake Winnebago Watershed (land that drains to Lake Winnebago) is located in Winnebago County, the Winnebago County LWCD was awarded 25% of the \$216,000 or roughly \$54,000. We are allowed to use these funds over a three year time frame for cost-sharing BMPs (a minimum of 65% of the funds must be used for cost-sharing) that will help bring ag-producers into compliance with the State Agricultural Performance Standards and for program support (a maximum of 35% can be used for staff/labor expenses related to the installation of conservation practices).

We are requesting your approval to accept the MDV funds from Fond du Lac (\$53,857). We are also requesting your approval to transfer \$35,257 of cost-share funds into the 2019 LWCD budget. The staff funds cannot be transferred into the LWCD budget until the hours have been put in and documented for reporting/reimbursement.

These MDV funds will continue to come from Fond du Lac and many other eligible sanitary districts throughout the region depending on the watersheds involved, the amount of phosphorus loading, and as long as the LCC approves our annual participation in the program.

We are excited to have additional funds to help bring our farmers into compliance and generate additional phosphorus and sediment load reductions for our water resources.

Respectfully Submitted,

Tom Davies, Director of Land and Water Conservation

Cc: Chad Casper, LWCD

2 **RESOLUTION: Support a Request to Wisconsin Governor Tony Evers to Submit an**  
3 **Application to the Centers for Medicare and Medicaid Services for a**  
4 **Waiver of the Federal Rule Excluding Individuals Ages 22-64 Who Suffer**  
5 **from Serious and Persistent Mental Illness from Receiving Medicaid**  
6 **Coverage for Treatment and Short-Term Acute Care**  
7  
8

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

10 **WHEREAS**, Federal Rules exclude patients ages 22-64 with mental illness, who require short-term  
11 placement in an Institution for Mental Disease (IMD), from Medicaid coverage resulting in high costs to Wisconsin  
12 counties; and

13 **WHEREAS**, the IMD rule fails to provide necessary health care treatment and a path to recovery for young  
14 and middle-aged adults with brain disorders; and

15 **WHEREAS**, the Centers for Medicare Services (CMS) have issued an invitation to states to apply for a  
16 waiver of this exclusion, allowing states to receive federal reimbursement for the cost of treatment in an IMD for  
17 young and middle-aged adults with brain disorders.

18  
19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
20 supports requesting Governor Tony Evers and the Wisconsin State Legislature to submit an application to CMS for a  
21 waiver of the Medicaid IMD exclusion to allow Federal reimbursement of short-term acute care and transition  
22 planning for individuals with serious and persistent mental illness.

23  
24 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the  
25 Winnebago County Clerk to forward a copy of this Resolution to the Office of Governor Tony Evers, the Wisconsin  
26 Counties Association, and all state senators and assembly members representing Winnebago County constituents.

27  
28 Respectfully submitted by:

29 **HUMAN SERVICES BOARD COMMITTEE**

30 Committee Vote: **7-0**

31 Respectfully submitted by:

32 **LEGISLATIVE COMMITTEE**

33 Committee Vote: **12-1**

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

35  
36 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

37  
38 \_\_\_\_\_  
39 Mark L Harris  
40 Winnebago County Executive

3 **RESOLUTION: Authorize Borrowing an Amount Not to Exceed \$9,575,000, and Authorize**  
4 **the Issuance and Sale of General Obligation Promissory Notes Therefor**

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

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

12 **WHEREAS**, the Winnebago County Board of Supervisors finds and determines that the Project is within the  
13 County's power to undertake and therefore serves a "public purpose" as that term is defined in Section 67.04(1)(b) of  
14 the Wisconsin Statutes; and

15 **WHEREAS**, counties are authorized by the provisions of Section 67.12(12) of the Wisconsin Statutes to  
16 borrow money and to issue general obligation promissory notes for such public purposes; and

17 **WHEREAS**, the Winnebago County Board of Supervisors of the County hereby finds and determines that  
18 general obligation promissory notes in the aggregate amount of not to exceed \$9,575,000 should be issued, and it is  
19 now necessary and desirable to authorize their issuance and sale.

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

22 Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed  
23 pursuant to Section 67.12(12) of the Wisconsin Statutes, a principal sum not to exceed NINE MILLION FIVE  
24 HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$9,575,000).

25 Section 2. Sale of the Notes. To evidence such indebtedness, the Chairperson and County Clerk are hereby  
26 authorized, empowered and directed to make, execute, issue, and sell, on behalf of and in the name of Winnebago  
27 County, general obligation promissory notes aggregating a principal amount not to exceed NINE MILLION FIVE  
28 HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$9,575,000) (the "Notes"). The sale of the Notes shall be  
29 negotiated with Robert W. Baird & Co. Incorporated ("Baird"), and the terms of the Notes, including the dating,  
30 interest rates, maturity schedule, and other details with respect to the Notes, shall be subject to approval by  
31 subsequent resolution of the Winnebago County Board of Supervisors. There is hereby levied on all the taxable  
32 property in Winnebago County a direct, annual tax in such years and in such amounts as is sufficient to pay when  
33 due the principal and interest on the Notes.

34 Section 3. Official Statement. The Winnebago County Clerk shall cause an Official Statement concerning this  
35 issue to be prepared by Baird. The appropriate Winnebago County officials shall determine when the Official  
36 Statement is final for purposes of Securities and Exchange Commission Rule 15c2-12 and shall certify said  
37 Statement, such certification to constitute full authorization of such Statement under this resolution.

38 Section 4. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules, or other actions of  
39 the Winnebago County Board of Supervisors or any parts thereof in conflict with the provisions shall be, and the  
40 same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions shall  
41 for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions. The  
42 foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

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Adopted and recorded this 17th day of September, 2019.

\_\_\_\_\_  
Shiloh J. Ramos  
Winnebago County Board Chairperson

ATTEST:

\_\_\_\_\_  
Susan T. Ertmer  
Winnebago County Clerk

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

(SEAL)

Respectfully submitted by:  
**PERSONNEL & FINANCE COMMITTEE**

Committee Vote: **3-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

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

	<b>2019 SERIES A</b>					
	<b>Project</b>	<b>Amount</b>	<b>Proj #</b>	<b>Resolution</b>	<b>Dept</b>	<b>Contact</b>
<b>Current year projects approved</b>						
	CTH FF- STH 44 to STH 91	660,000.00	4779	119-032019	Highway	Ray Palonen
	CTH K - Claireville Rd to STH 116 / 4845	1,464,000.00	4845	119-032019	Highway	Ray Palonen
	Butler Avenue and Parks Parking Lot	400,000.00	4932	119-032019	Highway	Ray Palonen
	5 Yard Dump Plow Truck	169,444.00	4513	120-032019	Parks	Rob Way
	Soccer Complex Parking Lot Lighting Installments & Roadway Replacements	269,000.00	4314	121-032019	Parks	Rob Way
	Orrin King Masonary Repairs	110,000.00	4127	122-032019	Facilities	Mike Elder
	Coughlin Roof Replacement	160,000.00	4128	123-032019	Facilities	Mike Elder
	2019 Building Demolitions	325,000.00	4315	124-032019 A, B, C, D	Facilities	Mike Elder
	Taxiway A Reconstruction	475,000.00	5011	147-052019	Airport	Jim Schell
	Courthouse Elevator Upgrades	343,475.00	4126	125-032019 & 189-082019	Facilities	Mike Elder
	Courthouse Window Replacement	636,081.00	4115	210-092015 & 190-082019	Facilities	Mike Elder
<b>Existing projects approved in prior years:</b>						
	Mental health crisis service center	1,392,000.00	4007	110-022017 & 041-062018	Facilities	Mike Elder
	CTH R- STH 45 to SCL	137,000.00	4895	259-032018	Highway	Ray Palonen
	CTH A -Indian Pt Rd to CTH GG	244,000.00	4701	119-032019	Highway	Ray Palonan
	CTH CB -CTH BB to Shady Ln	1,820,000.00	4734	119-032019	Highway	Ray Palonen
	CTH CB -Oakridge intersection	570,000.00	4737	119-032019	Highway	Ray Palonan
	CTH CB -Bridge widening	400,000.00	4946	119-032019	Highway	Ray Palonen
<b>Total Projected Bonding 2019</b>		<b>9,575,000.00</b>				
		5,267,000.00	Highway Projects			
		3,394,556.00	Facilities			
		438,444.00	Parks			
		475,000.00	Airport			
		<u>9,575,000.00</u>				

1 209-092019

2

3 **RESOLUTION: Authorize the Transfer of \$25,000 from the Winnebago County Human Services**  
4 **Data Processing Account to the Winnebago County Human Services Capital**  
5 **Outlay – Technology Equipment Account to Purchase a Portal for the**  
6 **Department’s Luna System**

7

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

9 **WHEREAS**, the Winnebago County Department of Human Services was required to purchase a portal for its  
10 Luna system to comply with Electronic Health Record (EHR) certification; and

11 **WHEREAS**, to secure what is needed to meet these standards, two items must be purchased: 1) a Patient  
12 Portal product to replace the HealthJump Patient Portal since HealthJump is no longer in the EHR business; and,  
13 2) the Fast Healthcare Interoperability Resources (FHIR) API product, which will be integrated with Luna to help meet  
14 certification standards.; and

15 **WHEREAS**, this transfer is being made to accurately account in the Capital Outlay category for this software  
16 purchase due to its value being greater than \$5,000 and its useful life greater than one year.

17

18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 authorizes the transfer of \$25,000 from the Winnebago County Department of Human Services Data Processing  
20 Account to the Winnebago County Department of Human Services Capital Outlay – Technology Equipment Account  
21 to purchase a portal for the Department’s Luna system

22

23 **Fiscal Impact:** There is no fiscal impact.

24

25 Respectfully submitted by:

26 **HUMAN SERVICES BOARD**

27 Committee Vote: **8-1**

28 Respectfully submitted by:

29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: **3-0**

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

32

33 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

34

35 \_\_\_\_\_  
36 Mark L Harris  
37 Winnebago County Executive

1 210-092019

2

3 **RESOLUTION: Authorize the Transfer of \$40,000 from the Winnebago County Department of**  
4 **Human Services' Other Operating Expense Category to the Winnebago County**  
5 **Department of Human Services' Training/Travel Category to Cover Increased**  
6 **Registration Fees and Lodging for Required Training**

7

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

9 **WHEREAS**, the Winnebago County Department of Human Services has been experiencing a greater than  
10 anticipated rate of staff turnover resulting in the hiring of staff with less experience and training; and

11 **WHEREAS**, new staff must attend required training; and

12 **WHEREAS**, the Department has a continuing responsibility to ensure that certified and licensed staff receive  
13 continuing education; and

14 **WHEREAS**, registration fees have become increasingly more expensive; and

15 **WHEREAS**, few trainings are held in the Fox Valley, requiring travel and lodging around the state; and

16 **WHEREAS**, new and continuing staff must attend required training; and

17 **WHEREAS**, this transfer is being made to accommodate additional training registrations and lodging  
18 expenses, and will be offset by savings in the Juvenile Correctional Expense Account which is currently under  
19 budget.

20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
22 authorizes the transfer of \$40,000 from the Winnebago County Department of Human Services' Other Operating  
23 Expense category to the Winnebago County Department of Human Services' Training/Travel category to cover  
24 increased registration fees and lodging.

25

26 **Fiscal Impact:** There is no fiscal impact.

27

28 Respectfully submitted by:

29 **HUMAN SERVICES BOARD**

30 Committee Vote: **7-0**

31 Respectfully submitted by:

32 **PERSONNEL AND FINANCE COMMITTEE**

33 Committee Vote: **3-0**

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

35

36 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

37

38

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

1 211-092019

2

3 **RESOLUTION: Authorize the Winnebago County UW-Extension Department to Accept Additional**  
4 **Funding from the Sources of Strength Program in the Amount of \$20,417, and**  
5 **Appropriate the Funds to the Related Program Expenses**

6

7

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

9 **WHEREAS**, the Winnebago County UW-Extension has a Source of Strength program that trains adult and  
10 peer leaders within area schools in evidence-based suicide prevention methods; and

11 **WHEREAS**, this program has expanded in 2019 to include 17 schools (9 more than budgeted for); and

12 **WHEREAS**, this expansion will result in receiving additional revenue of \$20,417.

13

14 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
15 authorizes the Winnebago County UW-Extension Department to accept additional funding from the Sources of  
16 Strength program in the amount of \$20,417, and appropriate the funds to support the related program expenses.

17

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

19

20 Respectfully submitted by:

21 **UNIVERSITY OF WISCONSIN**  
22 **EDUCATION, EXTENSION, AND AGRICULTURE COMMITTEE**

23 Committee Vote: **4-0**

24 Respectfully submitted by:

25 **PERSONNEL AND FINANCE COMMITTEE**

26 Committee Vote: **3-0**

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

28

29 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

30

31 \_\_\_\_\_  
32 Mark L Harris  
33 Winnebago County Executive

2

3 **RESOLUTION: Authorize a Capital Project for Wittman Regional Airport to Construct a**  
4 **New Aviation Business Park Taxiway at a Cost of \$450,000, Funded with an**  
5 **Advance from the General Fund to be Reimbursed with a Subsequent Bond Issue**  
6

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

8 **WHEREAS**, in 2013 Winnebago County and the City of Oshkosh, in a joint venture, purchased 80 acres of  
9 land on the southeast side of Wittman Regional Airport for the purpose of developing an Aviation Business Park.  
10 Winnebago County owns approximately 50 acres and the City of Oshkosh owns approximately 30 acres of the  
11 purchased property; and

12 **WHEREAS**, since the initial land purchase, the City of Oshkosh, through grant and Tax Incremental Finance  
13 (TIF) funding by city borrowing, has constructed improvements to the business park, valued at approximately \$3  
14 million; and

15 **WHEREAS**, infrastructure improvements include Aerolnnovate Way, an approximately half mile long  
16 concrete access road, which bisects the parcels owned by Winnebago County and the City of Oshkosh. Other  
17 infrastructure improvements include the installation of storm sewer, electrical, roadway lighting, sanitary sewer, water  
18 service, regional storm water drainage, and retention improvements; and

19 **WHEREAS**, by late 2016, the majority of these improvements in the Business Park were completed. In  
20 2018, the final work on the water line loop to the site was completed; and

21 **WHEREAS**, to date, the Aviation Business Park is not yet physically connected to the remainder of the  
22 Airport. Joining the Business Park and the Airport will make the Business Park fully developable for entities  
23 constructing facilities on either side of Aerolnnovate Way; and

24 **WHEREAS**, the goal of the Aviation Business Park Taxiway Project is to construct a new 370 foot long by 50  
25 foot wide concrete taxiway to connect existing Taxiway A to the Business Park property; and

26 **WHEREAS**, this project has been included in Winnebago County’s 5-Year Capital Improvements Plan and is  
27 scheduled for construction in 2020; and

28 **WHEREAS**, initial funding for this project will be borne solely by Winnebago County until a tenant has  
29 located into the Business Park. The Wisconsin Department of Transportation Bureau of Aeronautics (WI DOT BOA)  
30 has executed a letter of understanding outlining its intent to reimburse all project costs up to 95% for a federal (FAA)  
31 project and up to 80% for a state aid project (non-FAA).

32  
33 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
34 approves and authorizes a capital project for Wittman Regional Airport to construct a new Aviation Business Park  
35 Taxiway at a cost of \$450,000, to be funded with bond proceeds.

36  
37 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds to pay for  
38 these capital improvement projects will be advanced from the General Fund Balance and will be reimbursed from a  
39 subsequent bond issue.

40 **Fiscal Impact:** The annual debt service for this bonding over 10 years amounts to approximately \$46,125 assuming  
41 a 2.5% interest rate.  
42  
43

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55  
56

Respectfully submitted by:

**AVIATION COMMITTEE**

Committee Vote: **4-0**

Respectfully submitted by:

**PERSONNEL AND FINANCE COMMITTEE**

Committee Vote: **3-0**

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

Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

---

Mark L Harris  
Winnebago County Executive



## MEMORANDUM

**TO:** Winnebago County Board of Supervisors

**FROM:** Jim Schell, Airport Director

**RE:** Construction Funding Capital Request - Aviation Business Park Taxiway Project

**DATE:** September 17, 2019

### HISTORY

In a joint venture between the City of Oshkosh and Winnebago County, 80 acres of land were purchased on the southeast side of Wittman Regional Airport in 2013 for the development of an Aviation Business Park. Approximately 50 acres are now County owned, with the remaining 30 acres owned by the City.

Since the initial land purchase, the City, through grant and Tax Incremental Finance (TIF) funding by city borrowing, has constructed improvements to the business park, valued at approximately \$3 million. Infrastructure improvements include AeroInnovate Way, a nearly half mile long concrete access road, which bisects the county and city owned parcels. Also installed are storm sewer, electrical, roadway lighting, sanitary sewer, water service, regional stormwater drainage and retention improvements to the property. By late 2016, the majority of these improvements in the business park were completed. Final work on the water line loop to the site was completed in 2018.

To date, the Aviation Business Park has yet to be physically connected to the remainder of the Airport. This project will accomplish that task, making the business park fully developable for entities constructing their facilities on either side of AeroInnovate Way.

### PROJECT PLANS

The goal of the Aviation Business Park Taxiway project is to construct a new 370 foot long by 50 foot wide concrete taxiway to connect existing Taxiway A to the Business Park property. Please refer to the enclosed diagram depicting the scope of this project in red. Outside of the red shaded portion, the remainder of the diagram is a rendering of the future business park development. As a reminder, the future rendering is simply shown as a depiction of what the park could look like once it's fully developed.

Development efforts aimed at attracting new business to the park have been underway for some time. One of the detractors to this process has been the lack of a physical connection from the airfield to the business park property.

**TIMETABLE**

The design phase of this project has now concluded. Subsequently, the construction phase could occur as early as Spring of 2020, depending on funding allocation.

**FUNDING**

This construction of this new taxiway connector is estimated to cost approximately \$418,000. Combined with engineering fees associated with construction, our total cost to build out the project as designed is estimated at \$450,000.

Initial funding for this project will be borne solely by Winnebago County until such time as a tenant has located into the business park. The WI DOT Bureau of Aeronautics (BOA) has executed a letter of understanding outlining their intent to reimburse all project costs up to a 95% share for a federal (FAA) project and up to 80% for a state aid project (non-FAA).

The potential funding scenarios, once the reimbursable agreement takes effect, are as follows:

**Federal Project**

FAA Airport Improvement Program (AIP) (90%)	\$ 405,000.00
WI DOT BOA (5%)	\$ 22,500.00
Winnebago County municipal bonding (5%)	<u>\$ 22,500.00</u>
	\$ 450,000.00

**\*State-Aid Only Project**

WI DOT BOA (80%)	\$ 360,000.00
Winnebago County municipal bonding (20%)	<u>\$ 90,000.00</u>
	\$ 450,000.00

\* Only applies should federal funding be unavailable

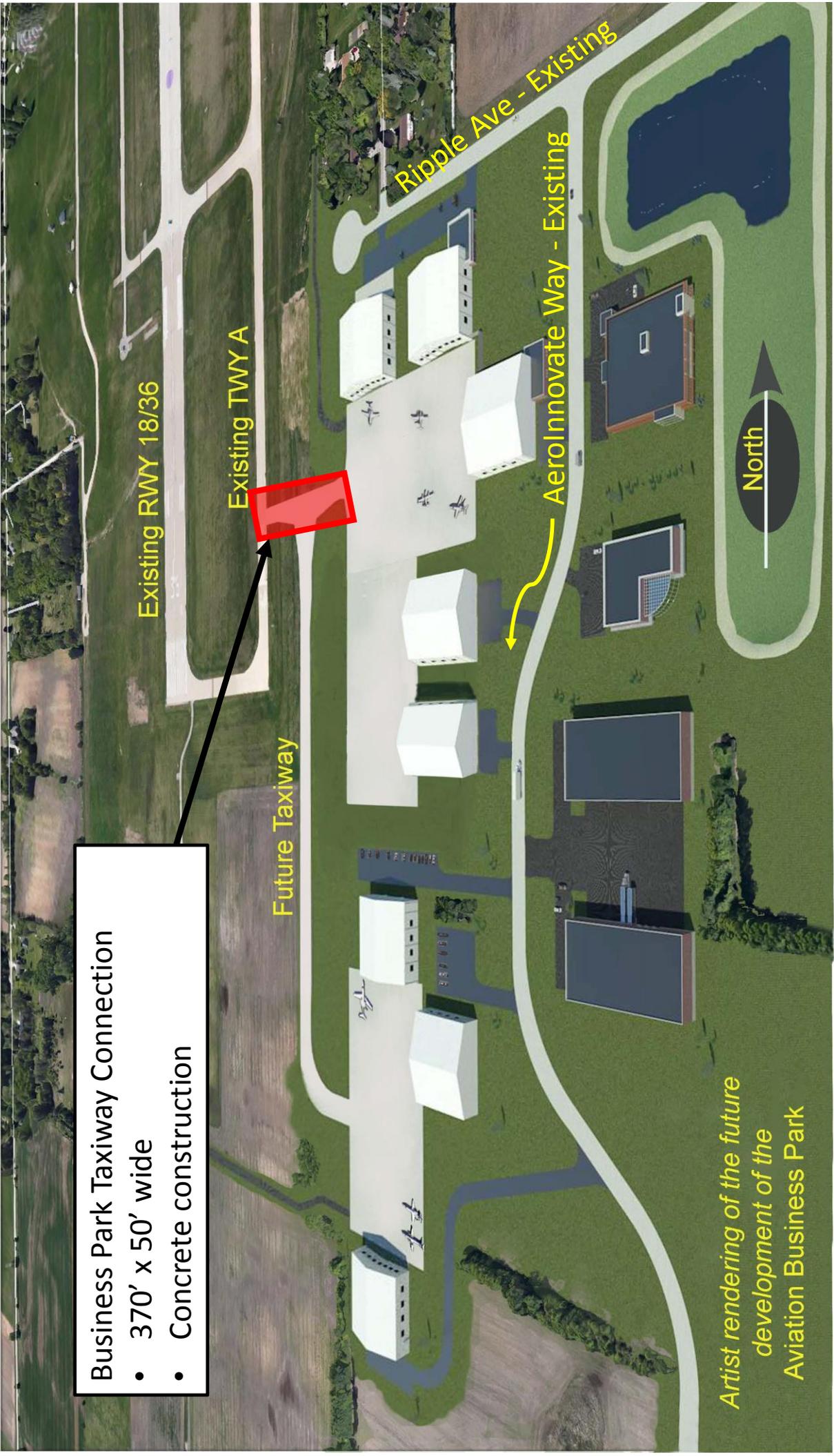
The resolution being brought forward to the County Board for funding at this time is to secure the funds required to begin construction work on the project. That funding request is in the amount of \$450,000.

JS

# Oshkosh Aviation Business Park

## Business Park Taxiway Connection

- 370' x 50' wide
- Concrete construction



Artist rendering of the future development of the Aviation Business Park



1 213-092019

2

3 **RESOLUTION: Authorize the Transfer of \$20,219 from the Winnebago County Airport**  
4 **Undesignated Fund to the Winnebago County Airport Maintenance**  
5 **Grounds Account to Repair the Airport Perimeter Road**  
6

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

8 **WHEREAS**, In March 2019 Wittman Regional Airport experienced extensive flooding as a result of  
9 snowmelt; and

10 **WHEREAS**, several sections of the Airport's perimeter road were severely damaged due to this snowmelt;  
11 and

12 **WHEREAS**, repair work was performed by the Winnebago County Highway Department; and

13 **WHEREAS**, the actual costs of the repairs were higher than original estimates, causing the airport to exceed  
14 its budget in this category.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
16 authorizes the Transfer of \$20,219 from the Winnebago County Airport Undesignated Fund to the Winnebago County  
17 Airport Maintenance Grounds Account to repair the Airport perimeter road.  
18

19 **Fiscal Impact:** This will decrease the Winnebago County Airport Undesignated Fund balance by \$20,219.  
20

21

22 Respectfully submitted by:

23 **AVIATION COMMITTEE**

24 Committee Vote: **4-0**

25 Respectfully submitted by:

26 **PERSONNEL AND FINANCE COMMITTEE**

27 Committee Vote: **3-0**

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

29

30 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

31

32

33

34

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

1 214-092019

2 **RESOLUTION: Execute Utility Easement Agreement between Winnebago County and**  
3 **Wisconsin Bell Inc., d/b/a AT&T Wisconsin**

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

7 **WHEREAS**, Wisconsin Bell Inc. desires an easement across and beneath Wittman Regional Airport property  
8 for the purpose of constructing, installing, and maintaining a fiber optic line and associated appurtenances; and

9 **WHEREAS**, the cost of installation, operation, repair, and maintenance of the fiber optic improvements will  
10 be borne solely by Wisconsin Bell; and

11 **WHEREAS**, the Aviation Committee has reviewed the attached easement agreement and believes that its  
12 execution would be in the best interests of the citizens of Winnebago County.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 authorizes the Winnebago County Executive and the Winnebago County Clerk to execute the attached easement  
15 agreement between Winnebago County and Wisconsin Bell Inc., d/b/a AT&T Wisconsin, for the purpose of providing  
16 ingress and egress to install, repair, and maintain a fiber optic line beneath Wittman Regional Airport property.  
17  
18

19 Respectfully submitted by:

20 **AVIATION COMMITTEE**

21  
22 Committee Vote: **4-0**

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

24  
25 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

26  
27 \_\_\_\_\_  
28 Mark L. Harris

29 Winnebago County Executive  
30

# PERMANENT LIMITED EASEMENT – UTILITY

Wisconsin Department of Transportation - Aeronautics  
Exempt from fee: s.77.25(12) Wis. Stats.  
BOA 6/27/2013 Ch. 114 Wis. Stats

THIS EASEMENT, made by Wittman Regional Airport on behalf of Winnebago County, **GRANTOR**, conveys a permanent limited easement as described below to Wisconsin Bell Inc., d/b/a AT&T – Wisconsin, a Wisconsin Corporation, and its affiliates and licensees, successors and assigns, (collectively) **GRANTEE**, for the sum of one dollar (\$1.00) for the purpose of fiber optic placement to existing 25'x30' SBC easement found in document # 1320217 and being recorded in Winnebago County Register of Deeds.

## Legal Description for AT&T Easement:

Located in part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, all in Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin, more particularly described as follows:

Commencing at the East Quarter Corner of said Section 34; thence North 00 degrees 23 minutes 06 seconds East along the East Line of the Northeast Quarter of said Section 34, a distance of 32.47 feet to the Point of Beginning; thence North 89 degrees 18 minutes 25 seconds West, a distance of 192.74 feet to the beginning point of a curve; thence 112.80 feet along the arc of a curve concave to the South, having a radius of 422.17 feet, and measured along a chord bearing North 78 degrees 14 minutes 13 seconds West, a distance of 112.47 feet to the ending point of said curve; thence North 88 degrees 54 minutes 42 seconds West, a distance of 517.14 feet; thence North 88 degrees 35 minutes 25 seconds West, a distance of 341.67 feet to the East Right-of-Way (ROW) Line of Knapp Street; thence North 01 degrees 06 minutes 47 seconds East along said East ROW Line, a distance of 12.00 feet; thence South 88 degrees 35 minutes 25 seconds East, a distance of 341.70 feet; thence South 88 degrees 54 minutes 42 seconds East, a distance of 517.42 feet to the beginning point of a curve; thence 114.34 feet along the arc of a curve concave to the South, having a radius of 434.17 feet, and measured along a chord bearing South 78 degrees 23 minutes 22 seconds East, a distance of 114.01 feet to the ending point of said curve; thence South 89 degrees 18 minutes 25 seconds East, a distance of 220.41 feet to the West Line of a 25' x 30' SBC Easement recorded as Document No. 1320217 at the Winnebago County Register of Deed's Office; then South 00 degrees 23 minutes 06 seconds West along said West Line, a distance of 12.00 feet; thence North 89 degrees 18 minutes 25 seconds West, a distance of 29.70 feet to the Point of Beginning.

See attached Exhibit "A"; incorporated into and made a part hereof by reference.

Together with all the associated rights and privileges for the full enjoyment or use of the Easement Area for the aforesaid purpose, including but not limited to the following rights: (1) the right of ingress and egress to the Facilities located upon, over, in or under the Easement Area for the purpose of locating, constructing, reconstructing, maintaining, operating, patrolling, repairing and removing Facilities; (2) the right to use property of Grantor outside of and adjacent to the Easement Area for ingress and egress; (3) the right to trim, cut down or control the growth of any trees or other vegetation on the Easement Area and such other trees and vegetation adjacent thereto as in the judgement of AT&T may interfere with the construction, reconstruction, maintenance, operation, repair, use of, the Facilities or equipment appurtenant thereto.

AT&T shall keep the Easement Area free and clear of any and all liens for labor performed or materials furnished at the request or for the benefit of AT&T. AT&T shall leave the Easement Area in good or better condition than its initial condition, and shall comply with all rules and regulations, whether federal, state, county, or municipal, relating to the use of the Easement Area.

Grantor will not construct or place any buildings, structures, trees, plants, or other obstructions on the Easement Area which could result in a violation of the minimum clearance requirements of the National Electrical Safety Code or other applicable laws or regulations could interfere with the operation and maintenance of the Facilities.

AT&T shall exercise the rights granted in this Agreement at its own risk, and agrees to indemnify and hold Grantor harmless for any property damage or personal injury resulting from the negligence of AT&T in connection with AT&T's exercise of the rights granted herein, unless such damage or injury is due to the negligence or willful misconduct of Grantor.

Grantor warrants and represents that Grantor has good title to the property described herein, free and clear from all liens and encumbrances, except easement and restrictions of record.

This instrument shall be binding upon the Grantor, his heirs, personal representatives, successors and assigns, and incorporates all agreements and stipulations between the parties and that no prior representations or statements, verbal or written, shall modify, add to or change the terms hereof.

**THE CONDITIONS OF SAID EASEMENT OVER THE ABOVE DESCRIBED PARCEL ARE AS STIPULATED IN THE ATTACHED "ADDENDUM A". ADDENDUM A AND EXHIBIT "A" ARE ATTACHED HERETO AND MADE A PART HEREOF BY REFERENCE.**

This space is reserved for recording data

Return to:

Wisconsin Department of Transportation  
Bureau of Aeronautics - Real Estate  
4802 Sheboygan Avenue - Room701  
PO Box 7914  
Madison, WI 53707-7914

Parcel Identification Number/Tax Key Number

91323010000 & 91413530000

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

Mark L. Harris, County Executive  
Print Name \_\_\_\_\_

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

Susan T. Ertmer, County Clerk  
Print Name \_\_\_\_\_

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

Print Name \_\_\_\_\_

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

Print Name \_\_\_\_\_

\_\_\_\_\_ Date

State of Wisconsin

)  
) ss.  
County

Winnebago \_\_\_\_\_

On the above date, this instrument was acknowledged before me by the named person(s).

\_\_\_\_\_ Signature, Notary Public, State of Wisconsin

\_\_\_\_\_ Print Name, Notary Public, State of Wisconsin

\_\_\_\_\_ Date Commission Expires

**ADDENDUM A  
UTILITY EASEMENT CONDITIONS**

The **GRANTOR** is the owner and operator of Wittman Regional Airport, situated in the County of Winnebago, State of Wisconsin, and is obligated to meet standards established by the Federal Aviation Administration relating to airport safety and the protection of aircraft landing and taking off from said airport. In order to meet those standards, the **GRANTEE** agrees to limit its easement rights on the easement areas hereinbefore referred to in the manner described below:

1. **Entry to Premises:** The **GRANTEE** agrees to not bring any vehicle or other equipment into, nor conduct repairs, maintenance or other operations within the boundaries of the airport property, except at such times as may be designated for such purposes by the **GRANTOR**. The **GRANTOR** shall not unreasonably refuse to designate such times, and such times so designated shall be those reasonably related to the unobstructed taking off, landing and flight of the aircraft. Notwithstanding any other provision in this paragraph, however, the **GRANTEE** may upon notification to the **GRANTOR**, enter, bring any vehicle and equipment into and conduct repair, maintenance, and other operations within said easement area in the event of a break, leak or any other emergency situation arising with respect to said facility.
2. **Airport Operations:** The **GRANTEE** expressly agrees for itself, its successors and assigns, to prevent any use of said easement lands which will interfere with or adversely affect the operation or maintenance of the airport.
3. **Aircraft Interference:** The **GRANTEE** will not permit or suffer the use of said easement lands as to create any electrical or electronic interference with radio communications between any air navigational or aviation communications installation upon or in the vicinity of the airport property and aircraft, or as to make it difficult for an aircraft pilot to distinguish between airport lights and others, or as to otherwise impair an aircraft pilot's visual perception in the vicinity of the airport or as otherwise to endanger the landing, taking off, or maneuvering of aircraft in the vicinity of said airport property.
4. **Above Surface Objects:** The **GRANTEE** agrees that so long as the underlying airport property is used for airport purposes, no poles, surface markers or surface structures of any kind shall be placed upon airport property, and the **GRANTEE** agrees to not replace or relocate any existing facilities within the easement area without the prior written approval of the **GRANTOR**, it being understood and agreed, however, that such approval shall not be unreasonably withheld. Equipment may not encroach into protected airspace except in emergencies.
5. **Preservation of Property:** The **GRANTEE** agrees, upon placing the intended utility services within the easement area, to restore the easement lands to its "as is" condition including: replacement of ground cover, terrain shape and contours, drainage pattern and vegetation. The **GRANTEE** further agrees to pay the costs of any damage to property, including crops that occurs with the exercise of these easement rights.
6. **Relocation of Utilities:** Any improvements on said easement lands shall be constructed and maintained at no cost to the **GRANTOR** or the Federal Aviation Administration. Should the facility in said easement area require relocation or encasement, the same shall be done with no cost to the **GRANTOR** or the Federal Aviation Administration. New or replacement facilities shall not exceed the height of existing structures.
7. **Hold Harmless:** The **GRANTEE** releases the **GRANTOR** from all debts, claims, demands, damages, actions and cause of action whatsoever which may result from said easement heretofore granted by the **GRANTOR**, and further agrees to hold the **GRANTOR** free and harmless from any claim for damages which may be made by reason of damages or injury to persons or property connected with Grantee's negligence in the exercise of the rights granted herein.
8. **Agents or GRANTEE:** The **GRANTEE** agrees to cause its agents, assigns, construction contractors or others entering the subject lands to comply with the above conditions.
9. It is understood and agreed that these covenants and agreements shall be binding upon the heirs, administrators, executors and assigns of the parties, that these covenants and agreements shall run with the land, and that for the purposes of this instrument, the real estate described in this easement and owned by the **GRANTOR** shall be the servient tenement, and the **GRANTEE** shall be dominant tenement.

# EXHIBIT "A"

LOCATED IN PART OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 34 AND PART OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 35, ALL IN TOWNSHIP 18 NORTH, RANGE 16 EAST, CITY OF OSHKOSH, WINNEBAGO COUNTY, WISCONSIN

## GRAPHIC SCALE



CENTER 1/4 CORNER  
S34 T18N R16E  
FOUND 4" WINN. CO MON

KNAPP ST.  
1511.72'  
N01° 06' 47"E  
12.00'  
N01° 06' 47"E  
53.38'

Curve Table							
Curve #	Radius	Delta	Length	Chord Bearing	Chord Length	Tangent In	Tangent Out
C1	422.17	15°18'34"	112.80	N78°14'13"W	112.47	N70°34'56"W	N85°53'30"W
C2	434.17	15°05'19"	114.34	S78°23'22"E	114.01	S70°50'43"E	S85°56'02"E

2626.12'

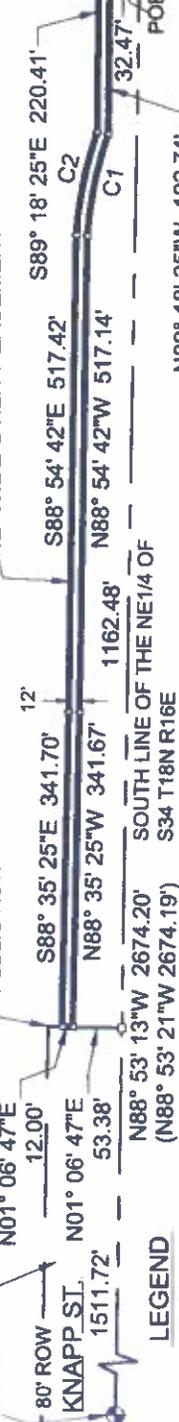
TAX ID# 91323010000

TAX ID# 91413530000

END OF KNAPP ST.  
PUBLIC ROW

12'-WIDE UTILITY EASEMENT

EXISTING 25'x30' SBC EASE  
DOC# 1320217  
S00° 23' 06"W  
12.00'  
EAST 1/4 CORNER  
S34 T18N R16E  
FOUND 1" O.D. IRON PIPE  
N89° 18' 25"W  
29.70'



## LEGEND

- GOVERNMENT CORNER
  - FD 0.75" IRON BAR
  - SET MAG NAIL
  - △ SET 3/8" X 12" SPIKE
  - COMPUTED POINT
  - ( ) \*RECORDED AS\* DATA
- POB POINT OF BEGINNING

## Legal Description for AT&T Easement:

Located in part of the Southeast Quarter of the Northeast Quarter of Section 34 and part of the Southwest Quarter of the Northwest Quarter of Section 35, all in Township 18 North, Range 16 East, City of Oshkosh, Winnebago County, Wisconsin, more particularly described as follows:

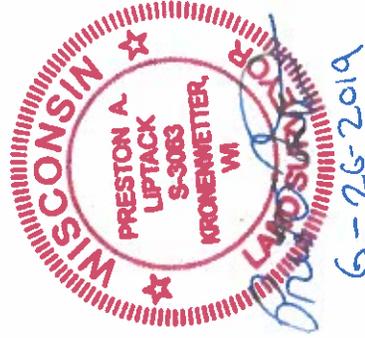
Commencing at the East Quarter Corner of said Section 34; thence North 00 degrees 23 minutes 06 seconds East along the East Line of the Northeast Quarter of said Section 34, a distance of 32.47 feet to the Point of Beginning; thence North 89 degrees 18 minutes 25 seconds West, a distance of 192.74 feet to the beginning point of a curve; thence 112.80 feet along the arc of a curve concave to the South, having a radius of 422.17 feet, and measured along a chord bearing North 78 degrees 14 minutes 13 seconds West, a distance of 112.47 feet to the ending point of said curve; thence North 88 degrees 54 minutes 42 seconds West, a distance of 517.14 feet; thence North 88 degrees 35 minutes 25 seconds West, a distance of 341.67 feet to the East Right-of-Way (ROW) Line of Knapp Street; thence North 01 degrees 06 minutes 47 seconds East along said East ROW Line, a distance of 12.00 feet; thence South 88 degrees 35 minutes 25 seconds East, a distance of 341.70 feet; thence South 88 degrees 54 minutes 42 seconds East, a distance of 517.42 feet to the beginning point of a curve; thence 114.34 feet along the arc of a curve concave to the South, having a radius of 434.17 feet, and measured along a chord bearing South 78 degrees 23 minutes 22 seconds East, a distance of 114.01 feet to the ending point of said curve; thence South 89 degrees 18 minutes 25 seconds East, a distance of 220.41 feet to the West Line of a 25' x 30' SBC Easement recorded as Document No. 1320217 at the Winnebago County Register of Deed's Office; thence South 00 degrees 23 minutes 06 seconds West along said West Line, a distance of 12.00 feet; thence North 89 degrees 18 minutes 25 seconds West, a distance of 29.70 feet to the Point of Beginning.



Bearings are referenced to the  
WISCONSIN, Winnebago County, NAD 83  
(2011) and referenced to the East Line  
of the Northeast Quarter of S34, T18N,  
R16E measured as N00° 23' 06" E

JUNE 25, 2019

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UT. NO. A01HE5P  
PO# 754384

2 **RESOLUTION: Support Local Control for Livestock Siting**

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4  
5

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

6 **WHEREAS**, the number of Concentrated Livestock Feeding Operations (CAFOs) in Wisconsin is increasing;  
7 and

8 **WHEREAS**, between 2005 and 2016, the number of CAFOs nearly doubled, from 146 to 295; and

9 **WHEREAS**, State law preempts local governments from regulating CAFOs more stringently than required by  
10 the Livestock Facility Siting Law (ATCP 51); and

11 **WHEREAS**, opportunity for stronger local siting standards based on “reasonable and scientifically defensible  
12 findings of fact” that “clearly show that the standards are needed to protect the public health or safety” remain very  
13 limited; and

14 **WHEREAS**, the Department of Natural Resources (DNR) issues water pollution discharge permits to CAFOs  
15 and more stringent local regulation of issues related to water quality may also prove difficult; and

16 **WHEREAS**, the unique geographic features throughout Wisconsin make it necessary to assess the  
17 environmental impacts of CAFOs on a county-by-county basis; and

18 **WHEREAS**, the Department of Revenue adjusted downward a Kewaunee County landowner’s property  
19 taxes because of the property’s proximity to a large CAFO, and in 2016 the Department of Revenue did the same for  
20 a property in Green County; and

21 **WHEREAS**, in addition to affecting landowners, this also impacts local governments, which are seeing a  
22 deterioration of their property tax base because existing state siting standards are insufficient to protect neighboring  
23 properties; and

24 **WHEREAS**, pursuant to §93.90(2), Wis Stats, the Department of Agriculture, Trade, and Consumer  
25 Protection (DATCP) shall appoint a Technical Committee to review ATCP 51 and make recommendations at least  
26 every four years; and

27 **WHEREAS**, DATCP convened the first Technical Committees in 2010, 2014, and 2018 but has made no  
28 changes to ATCP 51 despite the Committee’s work or summary reports; and

29 **WHEREAS**, §93.90, Wis Stats, fails to provide guidance for implementation of the Technical Committee’s  
30 recommendations.

31  
32 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
33 recognizes the authority of ATCP 51 to set statewide minimum standards and procedures for CAFOs but supports  
34 lifting the preemption of local control in ATCP 51 and allowing local governments to pass more stringent standards  
35 and procedures that are based on reasonable and scientifically defensible findings of fact that clearly show that the  
36 standards are needed to protect ground and surface water and air quality and public health or safety without seeking  
37 DATCP or DNR approval.

38  
39 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby urges the  
40 Legislature to amend the Statute to require that the findings of the Technical Committee must be presented in writing  
41 to the Department of Agriculture, Trade, and Consumer Protection (DATCP), and that the Wisconsin DATCP Board

42 must present a scope statement to the Wisconsin Secretary of Agriculture within 90 days, and if DATCP fails to take  
43 action on the scope statement within six (6) months, the scope statement must be sent to the Joint Committee for  
44 Review of Administrative Rules and scheduled for a public hearing.

45  
46 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the  
47 Winnebago County Clerk to send a copy of this Resolution to the Office of Governor Tony Evers, the Wisconsin  
48 Counties Association, and all state senators and assembly members representing Winnebago County constituents.

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Respectfully submitted by:

51

**LEGISLATIVE COMMITTEE**

52

Committee Vote: **8-4**

53

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

54

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Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2019.

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Mark L Harris  
Winnebago County Executive

1 216-092019

2 **RESOLUTION: Support Take Back the Night Rally**

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

6 **WHEREAS**, Reach Counseling provides services to primary and secondary sexual assault victims in  
7 Winnebago County; and

8 **WHEREAS**, Christine Ann Domestic Abuse Services provides services to individuals affected by domestic  
9 violence in Winnebago County; and

10 **WHEREAS**, according to the Wisconsin Coalition Against Sexual Assault, 1 in 7 Wisconsin women will be  
11 raped in their lifetime; and

12 **WHEREAS**, according to End Abuse Wisconsin, 62 people lost their lives to domestic violence in 2017; and

13 **WHEREAS**, Take Back the Night is an international event started in the 1970s held to raise awareness on  
14 sexual assault and domestic violence.

15  
16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
17 acknowledges and encourages all citizens of Winnebago County to attend the "Take Back the Night" on  
18 Wednesday, October 2, 2019, to be held at Becketts located at 2 Jackson Street in Oshkosh, Wisconsin.

19

20 Respectfully submitted by:

21 **MICHAEL NORTON, District 20**

22 **JULIE GORDON, District 17**

23 **STEPHANIE SPELLMAN, District 10**

24 **LARRY LAUTENSCHLAGER, District 19**

25 **AARON WOJCIECHOWSKI, District 16**

26 **BRIAN DEFFERDING, District 6**

27 Committee Vote: \_\_\_\_\_

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

29

30 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

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