

**WINNEBAGO COUNTY BOARD OF SUPERVISORS  
TUESDAY, SEPTEMBER 23, 2014**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, September 23, 2014, 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.***

- Communications, petitions, etc.
  - Greg Geise, Town of Poygan, tax parcel no. 020-0138-01
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the August 19, 2014 meeting
- County Executive's Report
- County Board Chairman's Report
- County Board Chairman's Appointment:
  - County Supervisor District 16 – Johnny Brewer, 208 Osceola Street, Oshkosh
- Presentation by the National Center for State Courts – results of the courthouse study

**ZONING REPORTS & ORDINANCES**

(There are no zoning reports or ordinances for this meeting.)

**RESOLUTIONS AND ORDINANCES**

ORDINANCE NO. 72-82014: Amend Winnebago County General Code Section 19.24(7) Relating to the Sunnyview Exposition Center Rental Fees Schedule

Submitted by:  
PARKS & RECREATION COMMITTEE

RESOLUTION NO. 78-92014: Disallow Claim of Nikki M. Beaber

Submitted by:  
PERSONNEL AND FINANCE COMMITTEE

ORDINANCE NO. 79-92014: Amend Chapter 21.05(6) of the General Code of Winnebago County Entitled "Fuel Flowage Fees"

Submitted by:  
AVIATION COMMITTEE

RESOLUTION NO. 80-92014: Authorize Execution of Lease Between Winnebago County and Basler Turbo Conversions, LLC, d/b/a Basler Flight Service, Inc.

Submitted by:  
AVIATION COMMITTEE

RESOLUTION NO. 81-92014: Authorize a Transfer of \$15,000 from the Airport Fund Balance to a Capital Project to Reconstruct Taxiway B to Cover Winnebago County's Portion of the Engineering and Design Costs

Submitted by:  
AVIATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 82-92014: Authorize a Capital Project to Resurface the Maintenance Facility Parking Lot at a Cost of \$367,000 to be Funded with a Bond Issue

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

RESOLUTION NO. 83-92014: Oppose Expansion of Federal Control Under the Clean Water Act

Submitted by:  
Chuck Farrey, District 30

RESOLUTION NO. 84-92014: Authorize Rescheduling the November 2014 Winnebago County Board Meeting

Submitted by:  
David Albrecht, District 11

Respectfully submitted,  
Susan T. Ertmer  
Winnebago County Clerk

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

PETITION FOR ZONING AMENDMENT

TO: Winnebago County Board of Supervisors  
Winnebago County Courthouse  
415 Jackson St  
Oshkosh, Wisconsin 54901

The undersigned owner(s) of the property herein described hereby petitions your honorable body for an amendment to the Winnebago County Town/County Zoning Code and Map to effect a change in the Zoning Classification of real estate in the Town of POYATAN,

Winnebago County, Wisconsin, more particularly described as follows, to-wit:

020-0138-01  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

From B-2 zoning district to B-3 zoning district. The land described above will be used for STORAGE

\_\_\_\_\_ if the amendment is adopted.

Dated this 10 day of JULY, 20 14.

Respectfully submitted:

GREG GEISE

(Name)

W383 N6590 WOODLARK  
OCCOMANOC WI 53066

(Address)

[Signature]

(Legal Signature)



**Winnebago County Zoning Department**  
 P.O. Box 2808  
 112 Otter Ave, 3<sup>rd</sup> Floor  
 Oshkosh, WI 54903-2808  
 (920) 232-3344  
 (920) 232-3347 (fax)

For office use only  
 Checked FLUP AM Agreed Yes  
 Receipt # 307254  
 Application #: 14-ZC-2770

**ZONING MAP AMENDMENT APPLICATION**

(Please print or type. Please use black ink for duplicating purposes.)

**Fee: \$765.00**  
**Payable to: Winnebago County**

**A. PROPERTY OWNER:**

A-1 NAME: GREEN CASE  
 Mailing Address: W383 N16590 WOODLAKE CIR  
OCONOMOWOC WI 53066  
 Phone: 262-560-4122 E-mail: \_\_\_\_\_

Permission is hereby granted for appropriate County Staff to enter upon the property for the placement and removal of hearing notices and conducting inspections prior to hearing. Said permission is to remain in force until the conclusion of the Public Hearing and is binding upon all heirs and assigns.

Property Owner's Signature: [Signature] Date: 7-10-14

**I HEREBY APPOINT THE FOLLOWING AS MY AGENT FOR PURPOSES OF THIS APPLICATION:**

A-2 AGENT (NAME): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_  
 Phone: \_\_\_\_\_ E-mail: \_\_\_\_\_  
 Agent's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**B. PROPERTY INFORMATION:**

B-1 Tax Key/Parcel #: 020-0138-01 19-19-14  
 B-2 Location of affected property: 9597 WERBCH RD  
 B-3 Current Zoning: B-2 Proposed Zoning: B-3

Zoning Code Legend	
A-1 Agribusiness district	B-1 Local Service Business district
A-2 General Agriculture district	B-2 Community Business district
R-1 Rural Residential district	B-3 General Business district
R-2 Suburban Residential district	I-1 Light Industrial district
R-3 Two-family Residential district	I-2 Heavy Industrial district
R-4 Multifamily Residential district	M-1 Mixed-Use district
R-8 Manufactured/Mobile Home Community district	PDD Planned Development district

B-5 Current Use: Boat, RV, Auto Camper STORAGE  
 Use (Proposed): same

B-6 SEWER:  Existing  Required TYPE:  Municipal  Private System

Responses may be typed on a separate sheet and attached to this form.

**C-1 Describe Present Use(s):**

INDOOR STORAGE - BOAT

**C-2 Describe Proposed Use(s):**

INDOOR STORAGE - BOAT

**C-3 Describe the essential services (sewer, water, streets, etc.) for present and future uses:**

NO CHANGE TO CURRENT SERVICES -

**C-4 Describe why the proposed use would be the highest and best for the property:**

LIMITED STORAGE AVAILABLE FOR LOCAL RESIDENTS  
BOATS & TRAILERS ARE OFTEN NOT PERMITTED TO BE KEPT IN DRIVEWAYS

**C-5 Describe the proposed use(s) compatibility with surrounding land uses:**

THIS PROPERTY HAS BEEN A MARINE STORAGE FACILITY FOR THE PAST 40 YEARS

Application #14-ZC-2770

Date of Hearing:

September 30, 2014

Owner(s):

Geise Property West LL  
(Greg Geise)

Subject Parcel(s):

020013801



Winebago County  
WINGS Project

Scale  
1 inch : 300 feet

**County Zoning Districts**

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

**Other Areas**

City of Oskosh Extraterritorial  
Zoning Jurisdiction

Incorporated Area



○ = SITE



Scale 1 inch : 2000 feet

Application #14-ZC-2770

Date of Hearing:

September 30, 2014

Owner(s):

Geise Property West LLC (Greg Geise)

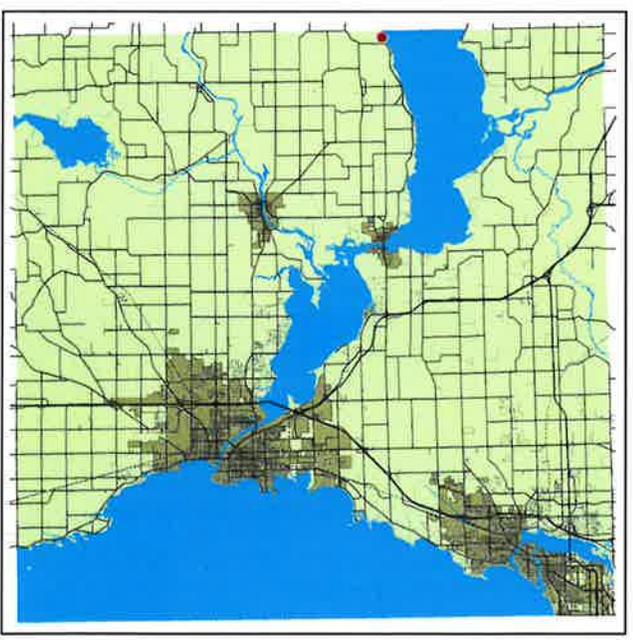
Subject Parcel(s):

020013801



Winnebago County  
WINGS Project

● = SITE



WINNEBAGO COUNTY

**WINNEBAGO COUNTY BOARD MEETING  
TUESDAY, AUGUST 19, 2014**

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

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

The following Supervisors were present: Konetzke, Barker, Harpt, Eisen, Ramos, Kiel, Roh, Smith, Hamblin, Albrecht, Gabert, Schellenger, Thompson, Olson, Gilson, Hardy, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Neubauer, Turner, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Widener

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

**PUBLIC HEARING**

The following persons addressed the Board in support of Resolution 075-82014: "Placement of Advisory Question on Countywide Ballot on November 4, 2014 Election" regarding BadgerCare:

Jeff Zdrale – 1351 Silverwood Lane, Neenah, WI 54956, Town of Menasha

Javier Demos – 3651 Sand Pit Road, Oshkosh, WI 54904, Town of Algoma

Caley Powell – 7185 Clark Point Road, Winneconne, WI 54986, Town of Winneconne

The following person addressed the Board in support of Resolution 076-82014: "Place Advisory Referendum on the Minimum Wage upon the November 4, 2014 Ballot":

Javier Demos – 3651 Sand Pit Road, Oshkosh, WI 54904, Town of Algoma

Jeff Zdrale – 1351 Silverwood Lane, Neenah, WI 54956, Town of Menasha

The following person spoke in support of Resolution 70-82014: "Support of Efforts to Establish a County Dog Park in the Northern Section of Winnebago County":

Eileen Costello – 1616 South Park, Neenah, WI 54956, Town of Neenah

The following person spoke in opposition to Zoning Report No. 002 – Rezoning to I-2 Heavy Industrial for tax parcel no. 010-0183-01(p):

Harrison Sturgis – 167 Rockwood Lane, Neenah, WI 54956

The following person spoke in opposition to Resolution 075-82014: "Placement of Advisory Question on Countywide Ballot on November 4, 2014 Election" regarding BadgerCare:

Carol Knier – 726 Clay Road, Oshkosh, WI 54904, Town of Nekimi

The following person spoke in opposition to Resolution 076-82014: "Place Advisory Referendum on the Minimum Wage upon the November 4, 2014 Ballot":

Steve Landolt – 1513 Clairville Road, Oshkosh, WI 54904, Town of Nekimi

**COMMUNICATIONS, PETITIONS, ETC.**

Notice of Claim from Batteries + Bulbs for damage to their store's awning caused by a county truck was referred to the Personnel and Finance Committee.

Notice of Claim from Nikki M. Beaver for irreparable damage to her reputation was referred to the Personnel and Finance Committee.

Notice of Claim from Kim Nowokunski for damage to a custom mailbox/post was referred to the Personnel and Finance Committee.

Door County – Resolution No. 2014-63, "In Opposition to proposed lapse in State funding to Circuit Court System" was referred to the Judiciary and Public Safety Committee.

Milwaukee County – Resolution No. 14-458, "Expressing Opposition to the proposed \$11.8 million budget reduction in funding to the Wisconsin Circuit Court System over the next two-year period was referred to the Judiciary and Public Safety Committee.

Oconto County – Resolution 45-14, "In Support of State funding for County Emergency Dispatch ('911') services / one designated public safety answering point per County was referred to Judiciary and Public Safety Committee.

Outagamie County – Resolution 9-2014-15, "Directing the County Clerk to place the following advisory question on the countywide ballot at the election to be held on November 4, 2014: "Shall the next State Legislature accept available federal funds for expansion of Badgercare?" was referred to the Legislative Committee.

Shawano County – Resolution 41-14, "In Opposition to proposed lapse in state funding to Circuit Court System was referred to the Judiciary and Public Safety Committee.

Motion by Supervisor Robl and seconded by Supervisor Finch to approve the July 22, 2014 proceedings. CARRIED BY VOICE VOTE.

## **REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS**

Supervisor Norton announced that Loren Dieck, Parks Department, has accepted a position as Department Head of the Parks Department in Outagamie County. He was a very valuable member of the Parks Department.

Supervisor Barker thanked all County Board members who came and supported the Winnebago County Fair and to all the people who helped with judging at the Fair.

Supervisor Egan expressed his thanks to all the Board members for attending the Fair. He thanked the Parks Department, especially Loren and Don, for the outstanding job they did and for working so well with Fair Board members.

### **COUNTY EXECUTIVE'S REPORT**

Executive Harris stated that Budget Deliberations are well under way.

Executive Harris addressed the Board in regards to the following resolutions:

- Resolution 70–82014 - "Support of Efforts to Establish a County Dog Park in Northern Section of Winnebago County."
- Resolution 74-82014 - "Approve Industrial Development Board Loan in the Amount of \$198,000 to the City of Omro."
- Resolution 75-82014 - "Placement of Advisory Question on Countywide Ballot on November 4, 2014 Election."
- Resolution 76-82014 - "Place Advisory Referendum on the Minimum Wage upon the November 4, 2014 Ballot."

### **COUNTY BOARD CHAIRMAN'S REPORT**

Chairman Albrecht reported that the Budget process is going well. He commended Executive Harris and Finance Director Chuck Orenstein for staying on task and making sure that departments stay within their budgets.

### **NORTH COUNTY DOG PARK**

Kathy Casperson, 817 Tumblebrook Road, Neenah, Friends of Winnebago County Dog Park and chair of Exploratory Sub-Committee spoke in regard to the proposed dog park in the northern part of Winnebago County. There are eight people volunteering their time to research and support this project. There are approximately 3,400 licensed dogs in the City of Neenah, Menasha and the Town of Menasha. They have distributed 900 brochures to local businesses in Neenah, Menasha and Oshkosh. They have advertised in the Post Crescent. This committee has given Winnebago County Parks their recommendations for land consideration. Around the perimeter of the park will be a handicap accessible area for persons with disabilities to be able to enjoy the park with their pets as well. Ms. Casperson thanked the board for being receptive to the Northern County Dog Park.

### **ZONING REPORTS & ORDINANCES**

REPORT NO. 001. A report from the Planning & Zoning Committee regarding a requested zoning change from applicants and property owners, Joan and Roger Zentner, Town of Black Wolf, for a zoning change from R-1 to A-2 for tax parcel no. 004-0178-02. Motion by Supervisor Kriescher and seconded to accept. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080114. A requested zoning change from R-1 to A-2. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 002. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant Peter Donner, Salvage Scrap Industries; and property owner, Michael Koeune; Town of Neenah, for a zoning change from B-2 to I-2 for tax parcel no. 010-0183-01P. Motion by Supervisor Kriescher and seconded to accept. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080214. A requested zoning change from B-2 to I-2. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 003. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owners Arnold Badtke living trust, Dorothy Badtke, living trust; and Jon Badtke, TSTE; Town of Utica, for a zoning change from A-2 to A-1 for tax parcel no. 024-0681. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080314. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 004. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owner David Geffers; Town of Utica, for a zoning

change from A-2 to A-1 for tax parcel no. 024-0409. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080414. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 005. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owners Brenda and Kevin Kasuboski; Town of Utica, for a zoning change from A-2 to A-1 for tax parcel no. 024-0166. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080514. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 006. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owner Darriel Kumbier; Town of Utica, for a zoning change from A-2 to A-1 for tax parcel no. 024-0520. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080614. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 007. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owners Ellen and Thomas Lloyd; Town of Utica, for a zoning change from A-2 to A-1 for tax parcel nos. 024-0523, 024-0526, 024-0521-01. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080714. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

REPORT NO. 008. A report from the Planning & Zoning Committee regarding a requested zoning change from applicant, Winnebago County Zoning Department; and property owner Gary Lund; Town of Utica, for a zoning change from A-2 to A-1 for tax parcel no. 024-0493. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE.

AMENDATORY ORDINANCE NO. 080814. A requested zoning change from A-2 to A-1. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

AMENDATORY ORDINANCE NO. 9. A request from the Town of Poygan on behalf of James Coats for a zoning change from RR to A-2 for tax parcel no.020-0269-01. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

AMENDATORY ORDINANCE NO. 10. A request from the Town of Wolf River on behalf of Dan & Lori Foth for a zoning change from A-2 to Business District for tax parcel nos. 032-0270-02 & 032-0270-04. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. Supervisor Kriescher abstained from voting on this ordinance. (Effective date: August 25, 2014)

AMENDATORY ORDINANCE NO. 11. A request from the Town of Wolf River on behalf of Mark Madison for a zoning change from A-2 to A-3 for tax parcel no. 032-0178-01. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

AMENDATORY ORDINANCE NO. 12. A request from the Town of Wolf River on behalf of Kenneth Hahn for a zoning change from A-2 to Business District for tax parcel no. 032-0193-01-01. Motion by Supervisor Kriescher and seconded to adopt. CARRIED BY VOICE VOTE. (Effective date: August 25, 2014)

## **RESOLUTIONS AND ORDINANCES**

### **RESOLUTION 66-82014: Disallow Claim of Patricia Hetland**

WHEREAS, your Personnel and Finance Committee has had the claim of Patricia Hetland 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 Patricia Hetland, filed with the County Clerk on June 24, 2014, 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 Finch. CARRIED BY VOICE VOTE.

**RESOLUTION 67-82014: Disallow Claim of Robert Losse**

WHEREAS, your Personnel and Finance Committee has had the claim of Robert Losse 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 Robert Losse, filed with the County Clerk on June 30, 2014, 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 Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION 68-82014: Disallow Claim of Rick Sterling**

WHEREAS, your Personnel and Finance Committee has had the claim of Rick Sterling 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 Rick Sterling, filed with the County Clerk on June 19, 2014, 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 Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION 69-82014: Disallow Claim of Ronald Holcomb**

WHEREAS, your Personnel and Finance Committee has had the claim of Ronald Holcomb 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 Ronald Holcomb, filed with the County Clerk on June 30, 2014, 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 Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION 70-82014: Support of Efforts to Establish a County Dog Park in Northern Section of Winnebago County**

WHEREAS, throughout the country, dog parks serve to provide communities with managed environments in which citizens take their dogs to exercise and enjoy their camaraderie as well as to interact and socialize with fellow canine enthusiasts; and

WHEREAS, shortly after the establishment of the nine acre Community Park Dog Park in 2001, it became apparent that the limited size of the site combined with the growing volume of visitors were factors that would eventually lead to unfavorable overcrowding as well as excessive wear and tear of the grounds; and

WHEREAS, given the stressed conditions that have been ongoing at the Community Park Dog Park, the Winnebago County Parks Committee has engaged in a long-standing effort to alleviate the overuse by locating a suitable property on which to create a second dog park site in the northern section of Winnebago County; and

WHEREAS, as part of the process involved in development of last year's Winnebago County Comprehensive Outdoor Parks and Recreation Plan, the results of a county-wide survey revealed a common theme within both the questionnaire and comments section indicating a preference towards efforts establishing a north county dog park; and

WHEREAS, your Parks & Recreation Committee believes that the opening of a second dog park facility in the north section of Winnebago County will not only lessen the problem of overuse at the Community Park Dog Park but will also serve citizens throughout that area of the county by providing them a conveniently located dog park that is no longer 11-plus miles away and 18 or more minutes removed from their residence; and

WHEREAS, municipalities in the northern sections of Winnebago County have provided your Parks & Recreation Committee with statements made by the elected bodies announcing their support for a dog park to be established in an area close to where their citizens reside.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby offers its enthusiastic support towards the efforts being expended by local citizen volunteers and county staff in an attempt to locate a suitable property in the northern section of Winnebago County on which to establish a dog park facility with the array of attributes necessary to serve the sizeable number of dog owners who reside in the northern portion of Winnebago County.

Submitted by:  
PARKS AND RECREATION COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Konetzke to approve. AYES: 29; NAYS: 6 – Gabert, Olson, Neubauer, Hegg, Rasmussen and Keller; ABSTAIN: 0; ABSENT: 1 – Widener. CARRIED.

**RESOLUTION 71-82014:           Appropriate the Sum of \$78,000 to the Winnebago County Park Capital Outlay Account for Lake Butte des Morts Boat Landing Ramp Repair and Ditch Clearing**

WHEREAS, Winnebago County is responsible for maintaining seven (7) launch facilities that enable citizens to launch boats onto area lakes and rivers; and

WHEREAS, a problem exists at the Lake Butte des Morts Boat Landing whereby the prolific amount of rainfall experienced this spring has created drainage problems at the facility which have caused undermining of the base underneath a sizeable section of cement that comprises the site's eastern most boat ramp; and

WHEREAS, the extent of the aforementioned erosion has brought about a partial closure of the ramp until such time as the base can be restored; and

WHEREAS, in order to correct the problem, it is recommended that Winnebago County implement a project aimed at either a full replacement of the affected ramp surface and underlying base material, or at make an attempt at mud jacking into the cavities of lost base material; and

WHEREAS, in addition to restoring the ramp facility, it will be necessary to correct the drainage issues at the Lake Butte des Morts Boat Landing by engaging in efforts to remove debris and tree growth from approximately 2,800 linear feet of ditches as well as culvert inlets and outflow areas; and

WHEREAS, your Parks and Recreation Committee has determined that in order to address the aforementioned problems, it will be necessary to transfer \$78,000 from the Winnebago County Boat Landing Permit Fee Program to the Winnebago County Parks Capital Outlay Account to be used to cover the costs related to issues with the Lake Butte des Morts Boat Landing.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes and approves withdrawing \$78,000 from the Winnebago County Boat Landing Permit Fee Program and transferring said amount to the Winnebago County Parks Outlay Account for the purpose of repairing a damaged boat ramp and clearing debris and tree growth from the ditches at the Lake Butte des Morts Boat Landing.

Submitted by:  
PARKS AND RECREATION COMMITTEE  
PERSONNEL AND FINANCE COMMITTEE

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

**ORDINANCE 72-82014:           Amend Winnebago County General Code Section 19.24(7) Relating to the Sunnyview Exposition Center Rental Fees Schedule**

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

WHEREAS, having gradual rental fee increases helps to ease the economic pressure on the Expo Center clients and provides them an opportunity to anticipate the added costs and to subsequently adjust the spectator/vendor pricing of their event(s) accordingly; and

WHEREAS, while fees for both 2016 and 2017 are to be held at their 2015 levels, the multi-day discount that has continuously been in place at the Expo will be gradually phased-out over the first two years of the schedule; and

WHEREAS, it is anticipated that with the exception of the utility charges, all other charges within the rental fee schedule for 2018 – 2020 respectively will be set so as to reflect an average increase of 5% per year; and

WHEREAS, the County Board of Supervisors of the County of Winnebago does ordain as follows:

That section 19.24(7) of the General Code of Winnebago be amended to include “Exhibit A” which is herewith attached and made part of said ordinance by reference. The present Exhibit “B” shall be revoked on the effective date of this Amendment.

BE IT FURTHER ORDAINED by the County Board of Supervisors of the County of Winnebago that said amendment to the General Code of Winnebago County shall become effective on January 1, 2016.

Submitted by:

PARKS & RECREATION COMMITTEE

Motion by Supervisor Finch and seconded by Supervisor Konetzke to approve. AYES: 15 – Konetzke, Harpt, Eisen, Kiel, Hamblin, Gabert, Olson, Gilson, Hardy, Norton, Robl, Singstock, Locke, Finch and Keller; NAYS: 20; ABSTAIN: 0; ABSENT: 1 – Widener. MOTION FAILED.

**RESOLUTION 73-82014: Authorize Two-Year Contract with US Cellular (Wireless Service)**

WHEREAS, Winnebago County wishes to renew its contract with US Cellular for wireless services pursuant to the same pricing, which is charged to the State of Wisconsin; and

WHEREAS, your undersigned Committees have reviewed said contract and recommends its approval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the two-year service contract with US Cellular for Wireless Services as is indicated in the contract, which is attached to this Resolution and made a part of thereof by reference.

Submitted by:

INFORMATION SYSTEMS COMMITTEE

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Smith and seconded by Supervisor Finch to approve. CARRIED BY VOICE VOTE.

**RESOLUTION 74-82014: Approve Industrial Development Board Loan in the Amount of \$198,000 to the City of Omro**

WHEREAS, on July 1, 2014, the Omro City Council approved authorizing the City to petition the Winnebago County Industrial Development Board to extend its loan with the Industrial Development Board in an amount not to exceed \$198,000; and

WHEREAS, the City of Omro has been timely in complying with the monthly principal and interest payments in accordance with the above-referenced loan agreement and subsequent documents; and

WHEREAS, Winnebago County and its Industrial Development Board are empowered to make such loans pursuant to the authority vested by §59.57(2)(f), Wis Stats; and

WHEREAS, the City of Omro projects that assisting said project will retain jobs and tax base within that community and within Winnebago County; and

WHEREAS, on August 5, 2014, the Industrial Development Board approved said loan request by a vote of 8-0 and is requesting that the Winnebago County Board of Supervisors approve the loan extension at this time.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that funds in an amount not to exceed \$198,000 shall be made available to the City of Omro from the Winnebago County Industrial Development Board with such loan agreement to be for a period of five (5) years and with an interest rate equal to the rate of return on Winnebago County's pool investment fund plus .25% on the date that the loan is made. Said interest rate shall be adjusted as of January 1 of each year to the average rate of return on Winnebago County's pool investment for the previous year plus .25%. Interest shall be due on the anniversary date of every year of said loan, and the principal of said loan plus any remaining interest shall be due to the Winnebago County Industrial Development Board on the 5<sup>th</sup> year anniversary date of said loan.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Industrial Development Board and any necessary County officers are authorized to execute an agreement between the Winnebago County Industrial Development Board and the City of Omro for said loan.

Submitted by:

INDUSTRIAL DEVELOPMENT BOARD

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

**RESOLUTION 75-82014: Placement of Advisory Question on Countywide Ballot on November 4, 2014, Election**

WHEREAS, the State of Wisconsin has yet to take advantage of billions of new federal Medicaid dollars which would improve the state's BadgerCare program, and these federal funds are available at any time and upon acceptance would provide access to BadgerCare to 84,000 people as estimated by the State's Legislative Fiscal Bureau; and

WHEREAS, these federal funds would bring in an estimated \$64,440,000 into the local economy by 2021 and would help over 2,234 parents and childless adults in Winnebago County access BadgerCare, a position that has been reiterated by the Wisconsin Counties Association; and

WHEREAS, being underinsured and uninsured impacts county Health and Human Services Departments because it can lead to untreated mental health or substance abuse, and lack of preventative health care can lead to loss of jobs, the inability to function, and loss of self-sufficiency.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby directs the County Clerk to place the following advisory question on the countywide ballot at the elections to be held on November 4, 2014:

"Shall the next State Legislature accept available federal funds for BadgerCare to ensure that thousands of Wisconsin citizens have access to quality affordable health coverage?"

Submitted by:

KOBY SCHELLENGER, DISTRICT 13  
COUNTY BOARD SUPERVISOR

Motion by Supervisor Schellenger and seconded to approve. Motion by Supervisor Thompson to postpone indefinitely and seconded. Vote on postponement - AYES: 20; NAYS: 15 – Barker, Harpt, Ramos, Hamblin, Schellenger, Hardy, Wingren, Lautenschlager, Norton, Robl, Locke, Finch, Egan, Ellis and Snider; ABSTAIN: 0; ABSENT: 1 – Widener. MOTION TO POSTPONE CARRIED.

**RESOLUTION 76-82014: Place Advisory Referendum on the Minimum Wage upon the November 4, 2014, Ballot**

WHEREAS, it is one of our most cherished values that there is dignity in work, and that everyone in Wisconsin should have the opportunity to work their way into the middle class, not fall out of it; and

WHEREAS, we are not short of work ethic in Wisconsin; we are short of good jobs that enable working families to be able to work their way up; and

WHEREAS, Wisconsin workers are working harder and harder for less and less; every year the minimum wage stays the same while workers take a pay cut; and wages are now so low that millions of full time workers are below the poverty line and qualify for food stamps; and

WHEREAS, if people do not earn enough money to pay for the basics such as food, rent, and transportation, the economy stalls, weakening our communities and damaging local businesses; and

WHEREAS, powerful corporations actively use their influence to hold down wages and benefits, creating economy-busting jobs rather than economy-boosting jobs; and

WHEREAS, nearly 9 in 10 Wisconsin workers who would benefit from a minimum wage increase are 20 years of age or older; nearly two-thirds are women; and 234,000 Wisconsin children would see their families' income increase; and

WHEREAS, our government's role is to maintain a wage and benefit floor to guarantee all work is valued, and that no Wisconsin worker is denied an honest day's pay for an honest day's work; and

WHEREAS, the great American middle class is not something that just happened but was built brick by brick; and

WHEREAS, a \$10.10 minimum wage would bring our wage floor to roughly the same level as it was in the late 1960s, adjusted for inflation;

WHEREAS, the most important thing we can do to generate shared prosperity and build an economy that works for everyone, not just the powerful, is to create more economy-boosting jobs; and

WHEREAS, a \$10.10 minimum wage would raise wages for 587,000 Wisconsin workers by \$816 million, and generate over \$500 million in additional economic activity in Wisconsin in the next three years, resulting in nearly 4,000 new jobs; and

WHEREAS, it is time that Wisconsin worked again for people who work for a living;

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that an advisory referendum be placed upon the November 4, 2014, ballot to advise the State of Wisconsin as to the level of support within the Winnebago County population for an increase in the minimum wage.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that said advisory referendum read as follows:

*Should the State of Wisconsin increase the minimum wage to \$10.10 per hour?*

BE IT FURTHER RESOLVED that the Corporation Counsel's Office shall fulfill its statutory obligations with respect to drafting an explanation of the above referendum question and that the Clerk be directed to place said question and explanation on the November 4, 2014, ballot.

Submitted by:  
MICHAEL NORTON, DISTRICT 20  
COUNTY BOARD SUPERVISOR

Motion by Supervisor Norton and seconded by Supervisor Schellenger. Motion by Supervisor Thompson and seconded to postpone. Vote on Postponement - AYES: 23; NAYS: 12 – Barker, Harpt, Ramos, Hamblin, Schellenger, Hardy, Wingren, Lautenschlager, Norton, Robl, Locke and Snider; ABSTAIN: 0; ABSENT: 1 – Widener. MOTION to POSTPONE CARRIED.

**RESOLUTION 77-82014: Approve Amendments to Town of Vinland Zoning Ordinance**

WHEREAS, § 60.62(3)(a), Wis Stats, requires that town zoning amendments be approved by counties prior to implementation; and

WHEREAS, on June 9, 2014, the Town of Vinland adopted numerous amendments to its zoning code and submitted those amendments to Winnebago County for approval; and

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

WHEREAS, said amendments to the Town of Vinland Zoning Code are hereby incorporated by reference to the Town of Vinland's website with said amendments to be found at:

[www.townofvinland.org](http://www.townofvinland.org) under Ordinance Changes for County Approval.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby approves those amendments to the Town of Vinland Zoning Code, Chapter 13. Zoning Regulations, which may be found by reference at the Town of Vinland's website, listed above.

Submitted by:  
PLANNING AND ZONING COMMITTEE

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

Motion by Supervisor Robl and seconded to adjourn until Tuesday, September 2, 2014. CARRIED BY VOICE VOTE.

The meeting was adjourned at 8:30 p.m.

Submitted by,  
Julie A. Barthels  
Winnebago County Deputy Clerk

State of Wisconsin)  
County of Winnebago) ss

I, Julie A. Barthels, Winnebago County Deputy Clerk, 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 July 22, 2014.

Julie A. Barthels, Winnebago County Deputy Clerk

1 **72-82014**

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**ORDINANCE: Amend Winnebago County General Code Section 19.24(7) Relating to the Sunnyview Exposition Center Rental Fees Schedule**

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

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

**WHEREAS**, with the upcoming expiration of the current 2011-2015 Sunnyview Exposition Center Rental Fee Schedule it is necessary for Winnebago County to proceed with the establishment of a subsequent rental fee schedule for the period 2016 – 2020 so that use agreements can be generated for clients planning to hold events at the Exposition Center in 2016 and beyond; and

**WHEREAS**, while fees for both 2016 and 2017 are to be held at their 2015 levels, the multi-day discount that has continuously been in place at the Exposition Center will be gradually phased-out over the first two years of the schedule; and

**WHEREAS**, it is anticipated that, with the exception of the utility charges, all other charges within the rental fee schedule for 2018 – 2020 respectively will be set so as to reflect an average increase of 2.5% per year; and

**WHEREAS**, having a 2.5% yearly increase in the Exposition Center rental fees for 2018 – 2020 is deemed appropriate in that the price increases will be near the average annual increase in the Consumer Price Index (CPI) experienced over the past four years; and

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

That section 19.24(7) of the General Code of Winnebago be expanded to include the new rates for 2016 – 2020, and the new rates shall be as outlined in “Exhibit C” which is herewith attached and made part of this ordinance by reference.

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

**Fiscal Note:** Estimate of the additional revenue realized as a result of the fee change(s): 2016 – 2020 cumulative total = \$15,000.

Submitted by:  
**PARKS & RECREATION COMMITTEE**

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

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

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

**SUNNYVIEW EXPOSITION CENTER**  
**RENTAL FEES SCHEDULE**  
**2016—2017—2018—2019—2020**



The following fees shall apply for building, equipment and grounds rental. All fees are per day unless otherwise stated.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
<b><u>EXPOSITION BUILDING:</u></b>					
Center Hall (Stevenson Hall)	\$712.95	\$712.95	\$730.77	\$749.04	\$767.77
Center Hall & either wing	\$1,043.34	\$1,043.34	\$1,069.42	\$1,096.16	\$1,123.56
West Wing	\$428.93	\$428.93	\$440.68	\$451.70	\$462.99
South Wing	\$457.92	\$457.92	\$469.37	\$481.10	\$493.13
Entire Building ( <i>excluding</i> kitchen & ticket box office)	\$1,309.97	\$1,309.97	\$1,342.06	\$1,375.61	\$1,410.00
Entire Building ( <i>including</i> kitchen & ticket box office)	\$1,680.33	\$1,680.33	\$1,680.33	\$1,680.33	\$1,680.33
Kitchen	\$171.57	\$171.57	\$175.86	\$180.26	\$184.77
Ticket Box Office ( <i>excluding</i> PA system)	\$108.96	\$108.96	\$111.68	\$114.47	\$117.33
Ticket Box Office* ( <i>including</i> PA system/all page, extra mic, cord & stand)	\$160.00	\$160.00	\$164.00	\$168.10	\$172.30
Event Office	\$100.00	\$100.00	\$102.50	\$105.06	\$107.69
* <i>must rent ticket box office if Using Expo Building PA System</i>					
<b><u>LIVESTOCK ARENA COMPLEX:</u></b>					
Covered Arena (arena, registration office, support room, Covered Arena PA system, amenities contained within the Covered Arena building only)	\$740.79	\$740.79	\$759.31	\$778.29	\$797.75
Entire Complex (covered arena ((as described above)) outdoor arena, restrooms with showers & wash racks, PA system)	\$1,275.00	\$1,275.00	\$1,306.88	\$1,339.55	\$1,373.04
<b><u>BARN &amp; ACCESSORY OUTBUILDINGS:</u></b>					
Barn A (including overhang)	\$462.55	\$462.55	\$474.11	\$485.96	\$498.11
Barn A+	\$398.80	\$398.80	\$408.77	\$418.99	\$429.46
Barn A, A+ & overhang	\$653.83	\$653.83	\$670.18	\$686.93	\$704.10
Barn B	\$404.58	\$404.58	\$414.69	\$425.06	\$435.69
Barn C (45 stalls)	\$354.74	\$354.74	\$363.61	\$372.70	\$382.02

**BARNs & ACCESSORY  
OUTBUILDINGS:**

Barn D (52 stalls)

Barn E

Restroom Building 1 & 2 (*with* showers, must be combined to meet ADA)

Restroom Building 1 & 2 (*without* showers, must be combined to meet ADA)

Food Court

Milk House

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Barn D (52 stalls)	\$354.74	\$354.74	\$363.61	\$372.70	\$382.02
Barn E	\$398.80	\$398.80	\$408.77	\$418.99	\$429.46
Restroom Building 1 & 2 ( <i>with</i> showers, must be combined to meet ADA)	\$406.36	\$406.36	\$416.52	\$426.93	\$437.60
Restroom Building 1 & 2 ( <i>without</i> showers, must be combined to meet ADA)	\$310.66	\$310.66	\$318.43	\$326.39	\$334.55
Food Court	\$178.53	\$178.53	\$182.99	\$187.56	\$192.25
Milk House	\$117.08	\$117.08	\$120.01	\$123.01	\$126.09

**GRANDSTAND  
COMPLEX:**

Grandstand Restrooms (each) (A & B must be combined to meet ADA if no other restrooms are used)

Grandstand A or B (each)

Grandstand Concession Building

Grandstand Announcer Booth

Entire Grandstand Complex (including infield area, pit area, concession building, portable PA system, announcer booth, restrooms A & B, and track)

**Non Motorsports Events Only**

Infield area, pit area, track

Grandstands, restrooms, concession building, portable PA system, and announcer booth priced individually as per this document

PLUS + utilities per day of (as per provider increase)

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Grandstand Restrooms (each) (A & B must be combined to meet ADA if no other restrooms are used)	\$282.86	\$282.86	\$297.18	\$304.61	\$312.23
Grandstand A or B (each)	\$923.95	\$923.95	\$947.05	\$970.73	\$995.00
Grandstand Concession Building	\$344.31	\$344.31	\$352.92	\$361.74	\$370.78
Grandstand Announcer Booth	\$163.46	\$163.46	\$167.55.4	\$171.74	\$176.03
Entire Grandstand Complex (including infield area, pit area, concession building, portable PA system, announcer booth, restrooms A & B, and track)					
<b>Non Motorsports Events Only</b>					
Infield area, pit area, track	negotiated	negotiated	negotiated	negotiated	negotiated
Grandstands, restrooms, concession building, portable PA system, and announcer booth priced individually as per this document	as per individual pricing				
PLUS + utilities per day of (as per provider increase)	\$608.62	+5%	+5%	+5%	+5%

**CAMPING AREAS:**

Per event

Lot #2, Lot #3 w/electrical hookups

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
Per event Lot #2, Lot #3 w/electrical hookups	\$200.00	\$200.00	\$205.00	\$210.13	\$215.38

**CAMPING AREAS:**

Per event

Grass areas south of Food Court, south of Barn E, Lot #4, Lot #11 w/electrical hookups

All other camping areas with or without electrical hookups\*

\*as determined by Expo Manager

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$150.00	\$150.00	\$153.75	\$157.59	\$161.53	
\$75.00	\$75.00	\$76.88	\$78.80	\$80.77	

**EQUIPMENT RENTALS:**

Per event unless otherwise noted \*

(400)Chairs (indoor, stacking)

(200)Tables (indoor 30" x 8')

Lectern

Lectern w/audio

TV/DVD

Bleachers ( 5 row x 15') 4 units are portable

Set up fee per hr. \$49.00/permanent staff/hr \$15.00/per seasonal staff/hr.

Stage (indoor, 16' x 20' or 12' x 24' configuration)

Set fee per hr. \$49.00/permanent staff/hr \$15.00/per seasonal staff/hr.

Garbage barrels

Snow fence w/posts

Portable power supply

Portable PA system

Set up fee per hr. \$49.00/permanent staff/hr \$15.00/per seasonal staff/hr.

Computer projector (mounted in South Wing of Exposition Building)

\*for use on parks premises only, items noted as 'indoor' must remain inside of a facility, exceptions granted only per Administrative Directive for parks and municipal use.

	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>2020</u>
\$2.00/ea.	\$2.00/ea	\$2.25/ea.	\$2.25/ea.	\$2.25/ea.	
\$5.00/ea.	\$5.00/ea.	\$5.25/ea.	\$5.25/ea.	\$5.25/ea.	
\$20.00	\$20.00	\$25.00	\$25.00	\$25.00	
\$30.00	\$30.00	\$35.00	\$35.00	\$35.00	
\$80.00	\$80.00	\$85.00	\$85.00	\$85.00	
\$50.00/ea. (3 unit minimum)					
\$175.00 \$60.00	\$175.00 \$60.00	\$200.00 \$150.00	\$200.00 \$150.00	\$200.00 \$150.00	
\$2.25	\$2.25	\$2.25	\$2.25	\$2.25	
\$.15/linear ft.					
\$75.00	\$75.00	\$80.00	\$80.00	\$80.00	
\$300.00 Per Day + \$200.00 deposit					
\$60.00	\$60.00	\$150.00	\$150.00	\$150.00	
\$50.00	\$50.00	\$50.00	\$50.00	\$50.00	



**Winnebago County Parks Department**  
 625 E. Cty. Rd. Y #500  
 Oshkosh WI 54901  
 920-232-1960

<p><b><u>GROUND S:</u></b></p> <p>A combination of facilities and grounds, other than as noted, may be negotiated as per Expo Manager.</p>	<p><b><u>2016</u>      <u>2017</u>      <u>2018</u>      <u>2019</u>      <u>2020</u></b></p>				
<p><b>NEGOTIATED</b></p>					
<p><b><u>SET UP/CLEAN UP CHARGES:</u></b></p> <p>Will apply if Lessee does an inadequate job as per Expo Manager.</p> <p>Additional set up/take down days (above 3 days of use)</p>	<p><b><u>2016</u>      <u>2017</u>      <u>2018</u>      <u>2019</u>      <u>2020</u></b></p>				
<p>Per hour charge (not including equipment, charges which are determined via Hwy. Dept. official pricing of per hour usage)            \$49.00/person/hr/permanent staff            \$15.00/person/hr/seasonal staff (if available)</p>					
<p>20% of total rental fee/each day</p>					
<p><b><u>UTILITIES:</u></b></p> <p>Water, Sewer, Storm Water Fee, Shared Electrical            (rates increase according to elevated charges imposed by local municipality and public service provider)</p>	<p><b><u>2016</u>      <u>2017</u>      <u>2018</u>      <u>2019</u>      <u>2020</u></b></p>				
<p>\$236.25</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>
<p><b><u>CALENDAR DEPOSIT:</u></b></p> <p>Required for booking future show(s) 6 months or more in advance. Single day events must book after January 1, multi-day events may book any time. Reservations are generally taken up to five years in advance when possible.</p>	<p><b><u>2016</u>      <u>2017</u>      <u>2018</u>      <u>2019</u>      <u>2020</u></b></p>				
<p><b>NON-REFUNDABLE</b>            \$100.00 single day events (subtracted from balance due)            \$500.00 multi-day events (subtracted from balance due)            25% contract deposit due approximately 3 months prior to event.</p>					
<p><b><u>DISCOUNTS:</u></b></p> <p>Multi-day use for rentals with a base contract of \$2,700.00 &amp; above. (eliminated in 2021)</p> <p>4H/WCFB use of Food Court Utilities fee only (as per service provider rate)</p>	<p><b><u>2016</u>      <u>2017</u>      <u>2018</u>      <u>2019</u>      <u>2020</u></b></p>				
<p>-10%</p>	<p>-5%</p>	<p>0%</p>	<p>0%</p>	<p>0%</p>	<p>0%</p>
<p>\$26.25</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>	<p>+5%</p>

**GENERAL INFORMATION:**

- A. All rates shown are per day rates unless otherwise noted as per event.
- B. Balance due on first set up day (or date as determined by individual contract).
- C. Non-profit group pricing for Winnebago County 4H and Winnebago County Farm Bureau for the Food Court Building Only.
- D. Exclusive license holding sponsors are noted on the parks web site [www.co.winnebago.wi.us/parks](http://www.co.winnebago.wi.us/parks), certain restrictions may apply.
- E. All contracts include up to 2 days set up and 1 day take down free of charge
- F. Legal Status of Out of State Lessees: Lessee will warrant that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing the agreement on its behalf are authorized to do so, and if a corporation, that the name and address of Lessee's registered agent is as set forth under the heading Registered Agent on the contract agreement.
- G. Class B liquor licenses only. Temporary permit must be obtained through City of Oshkosh.
- H. Liability insurance certificates are required for all Lessees as per exhibit A on web site [www.co.winnebago.wi.us/parks](http://www.co.winnebago.wi.us/parks).

1 **78-92014**

2 **RESOLUTION: Disallow Claim of Nikki M Beaber**

3

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

5 **WHEREAS**, your Personnel and Finance Committee has had the claim of Nikki M. Beaber referred to it for  
6 attention; and

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

9 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim of  
10 Nikki M. Beaber, filed with the County Clerk on August 1, 2014, be and the same is hereby disallowed for the reason  
11 that there is no basis for liability on the part of Winnebago County.

12

13

Submitted by:

14

**PERSONNEL AND FINANCE COMMITTEE**

15 Committee Vote: **5-0**

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

17

18 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

19

20

21

22

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

SUSAN T. ERTMER  
County Clerk

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



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

**Winnebago County**  
Office of the County Clerk

*The Wave of the Future*

**NOTICE OF CLAIM**

Date: August 1, 2014

To: Doug, Linda and Joan

Received from: Nikki M. Beaber

Re: Notice of claim for "alleged damage to her reputation".

This claim will be presented to the County Board at their August 19, 2014 meeting.

**JOHN MILLER CARROLL**

**LAW OFFICE**  
226 S. State Street  
Appleton, Wisconsin 54911  
[johnmcarroll@jmclaw.net](mailto:johnmcarroll@jmclaw.net)

Phone 920-734-4878  
Cellular 920-470-4878

visit: [jmclaw.net](http://jmclaw.net)

Facsimile 920-734-7725  
State Bar No. 01010478  
Tax ID No. 46-1394636

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July 31, 2014

Winnebago County Clerk  
Winnebago County Courthouse  
415 Jackson Street  
Oshkosh, WI 54903

**RE: Nikki M. Beaber**  
***Date of Loss April 15, 2014***

Dear Clerk:

Enclosed for filing, please find an original and five (5) copies of a Notice of Injury and Claim for Damages, relative to the matter captioned above. Please file stamp the enclosed copies and forward to my office in the envelope provided for your convenience.

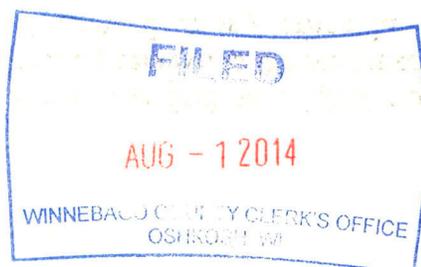
If you have any questions or concerns, please do not hesitate to contact my office. Thank you for your anticipated cooperation.

Very Truly Yours,

**JOHN MILLER CARROLL**  
**LAW OFFICE**

  
John Miller Carroll

JMC/fmk  
Enclosure  
Cc: Nikki Beaber



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**NIKKI M. BEABER,**  
1233 Fieldview Drive,  
Menasha, WI 54952

Claimant,  
v.

**NOTICE OF INJURY  
AND CLAIM FOR DAMAGES**

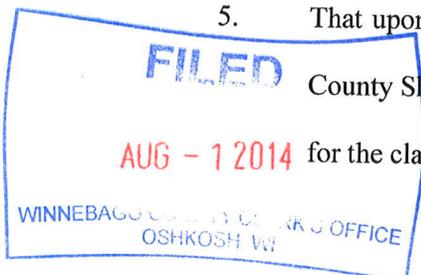
**WINNEBAGO COUNTY SHERIFF'S DEPARTMENT,**

Defendants.

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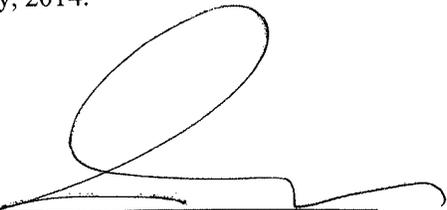
Nikki M. Beaber, as and for a **NOTICE OF CLAIM OF INJURY AND DAMAGES** against the party denominated as defendant above, alleges and states as follows:

1. I am an adult residing at 1233 Fieldview Drive, Menasha, Wisconsin 54952.
2. That on, or about, April 15, the claimant was featured on at least one digital billboard located on Highway 41 between Neenah and Oshkosh. The billboard(s) depicted a picture of the claimant along with a caption which read "Wanted Felony Warrant."
3. At the time the statements regarding the felony warrant was published Nikki Beaber had a misdemeanor warrant related to an operating while intoxicated offense. A felony warrant had never been issued for Ms. Beaber's arrest.
4. That as a result of the Winnebago County Sherriff's Department's publishing this libelous statement, the Plaintiff-claimant sustained irreparable damage to her reputation which has resulted in a loss of work and loss of business for her employer.
5. That upon information and belief, ABC Insurance Company insures Winnebago County Sheriff's Department. By virtue of the policy of insurance they are liable for the claimant's injuries.



6. This **NOTICE OF CLAIM OF INJURY FOR DAMAGES** is given for the purpose of complying with the 120 day notice requirement under Wisconsin Statutes after the event of the date causing injury, damage and/or death giving rise to a civil action or civil proceeding as referred to above.
7. Plaintiff claimant requests the claim be paid in the amount of \$100,000.00.

DATED at Appleton, Wisconsin this 31 day of July, 2014.

By: 

John Miller Carroll  
Attorney for Claimant  
State Bar #1010478

ADDRESS:

226 S. State Street  
Appleton, WI 54911  
(920) 734-4878

2  
3  
4 **ORDINANCE: AMEND CHAPTER 21.05 (6) OF THE GENERAL CODE OF WINNEBAGO**  
5 **COUNTY ENTITLED "FUEL FLOWAGE FEES"**

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

8  
9 **WHEREAS**, fuel flowage fees at Wittman Regional Airport were previously amended in September 2004  
10 and were proposed to be further amended in 2008, but were disapproved; and

11 **WHEREAS**, Wittman Regional Airport is mandated by state and federal government grant assurances  
12 to maintain fee and rental structures which will make the airport as financially self-sustaining as possible; and,

13 **WHEREAS**, a survey of large general aviation airports, the same category as Wittman Airport, in the  
14 state of Wisconsin revealed financially-beneficial alternative methods of collecting fuel flowage fees to those  
15 done by the fixed base operators at Wittman Regional Airport; and,

16 **WHEREAS**, the fuel flowage fee exemptions outlined in Section 21.05(6)(b) of the General Code of  
17 Winnebago County are obsolete; and,

18 **WHEREAS**, the Aviation Committee recommends that updated fees and policy revisions to the  
19 Ordinance go into effect on January 1, 2015.

20  
21 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors that it hereby  
22 amends Section 21.05(6) of the General Code of Winnebago County to read as follows:

23  
24 **(6) FUEL FLOWAGE FEES:** All commercial operators authorized to dispense aviation fuels at  
25 Wittman Regional Airport will remit to Winnebago County the following regarding fuel flowage fees:

- 26 (a) A fee of \$0.10 per gallon for all aviation fuels delivered to commercial operators at Wittman  
27 Regional Airport.  
28 (b) Fuel Flowage Fees and reports by the operator(s), with a copy of the fuel load bill of lading  
29 attached, within 10 days of fuel delivery.

30  
31 **Fiscal Note:** The rate increase represents a 17.65% increase over a 10-year period. Using 2013 actual fuel  
32 flow numbers, the estimated increase in revenue would be approximately \$10,000 annually.

33  
34 Submitted by:

35 **AVIATION COMMITTEE**

36 Committee Vote: **5-0**

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

38  
39  
40 Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

41  
42 \_\_\_\_\_  
43 Mark L. Harris  
44 Winnebago County Executive

1 80-92014

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**RESOLUTION: AUTHORIZE EXECUTION OF LEASE BETWEEN WINNEBAGO COUNTY AND BASLER TURBO CONVERSIONS, LLC, d/b/a BASLER FLIGHT SERVICE, INC.**

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

**WHEREAS**, Basler Turbo Conversions LLC has previously leased ground and facilities from Winnebago County for the purpose of operating Basler Flight Service, Inc. a full-service Fixed Base Operation (FBO); and

**WHEREAS**, in May 2014 Basler Flight Service and Air Oshkosh Flight Support (formerly Orion Flight Services, the second FBO at Wittman Regional Airport), consolidated operations and facilities; and

**WHEREAS**, Basler Flight Services desires to terminate the existing lease agreements of the two FBOs and enter into a new agreement to lease 19,254 square feet of office and hangar space, 271,501 square feet of improved land for aircraft and auto parking, and 49,269 square feet of unimproved land beneath Basler Turbo Conversions-owned facilities; and

**WHEREAS**, said lease shall be for twenty (20) years, ending on August 31, 2034; and

**WHEREAS**, the lease rates for such property shall be adjusted every three (3) years at the increase of the National Consumer Price Index (CPI); and

**WHEREAS**, the Aviation Committee has approved and recommends execution of said lease agreement.

**NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby approves the execution of a lease agreement between Wittman Regional Airport (Winnebago County) and Basler Turbo Conversions, LLC pursuant to the terms listed above and as outlined in the attached Airport Operator’s Agreement and Ground Lease, attached hereto and made part of this Resolution.

Respectfully submitted by:

**AVIATION COMMITTEE**

Committee Vote: **5-0**

Vote Required for passage: **Majority of those present**

Approved by the Winnebago County Executive this \_\_\_\_\_ day of \_\_\_\_\_, 2014

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

AIRPORT OPERATOR'S AGREEMENT & GROUND LEASE

BETWEEN

WITTMAN REGIONAL AIRPORT (WINNEBAGO COUNTY)

AND

BASLER TURBO CONVERSIONS, LLC d/b/a BASLER FLIGHT SERVICES, INC.

THIS AGREEMENT, made and entered into this September 1, 2014, by and between WINNEBAGO COUNTY, by its Aviation Committee, hereinafter referred to as the "LESSOR", and BASLER TURBO CONVERSIONS, LLC, d/b/a BASLER FLIGHT SERVICE, INC., a Wisconsin Corporation, hereinafter referred to as the "OPERATOR."

WITNESSETH:

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

WHEREAS, the OPERATOR will engage in the business of selling aviation fuels, oil and other lubricants, maintaining and operating full aircraft servicing facilities, providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, propellers and accessories in connection with said business, flight training, providing pilots for operating planes for others, carrying freight for hire, and as said OPERATOR desires to lease certain property and rights from the LESSOR.

NOW, THEREFORE, in consideration of the rents, covenants, and agreements herein contained, LESSOR does hereby lease, demise and let to OPERATOR, and said OPERATOR does hereby hire, take and lease from LESSOR, the following premises, rights and easements on and to the airport upon the following terms and conditions.

1. CANCELLATION OF PRIOR AGREEMENTS

All prior Lease Agreements for the premises herein leased are hereby cancelled in full and replaced in full by the terms of this lease.

2. PREMISES LEASED

The LESSOR does hereby lease to OPERATOR the following described premises at said airport, with respect to which OPERATOR is to have for the term of this lease the exclusive use of said described premises as follows: (See Exhibit "A" attached for location of specific leased premises).

- a. Hangar Building #13 – approximately 10,000 square feet – LESSOR maintained
- b. Office Area #14 – approximately 3,000 square feet – LESSOR maintained
- c. Airport West Terminal Building – approximately 6,254 square feet – LESSOR maintained
- d. Improved Land (paved) consisting of approximately 249,376 square feet of ramp space for aircraft parking – LESSOR maintained
- e. Improved Land (paved) consisting of approximately 22,125 square feet of auto parking space – OPERATOR maintained (snow removal only)
- f. Unimproved land consisting of approximately 49,269 square feet consisting of OPERATOR-owned structures and fuel farm – OPERATOR to maintain owned-structures and fuel farm.

3. RENTAL

The OPERATOR shall pay to the LESSOR base rent for the leased premises hereunder as follows.

- a. Hangar Building #13 – \$1.26 per sq. ft. x 10,000 square feet = \$12,600.00 per year or \$1,050.00 per month
- b. Office Area #14 – \$2.50 per sq. ft. x 3,000 square feet = 7,500.00 per year or \$625.00 per month
- c. Airport West Terminal Building – \$2.18 per sq. ft. x 6,254 square feet = \$13,633.72 per year or \$1,136.14 per month

- d. Improved Land (paved) for LESSOR-maintained ramp space - \$0.21 per sq. ft. x 249,376 square feet = \$52,368.96 per year or \$4,364.08 per month
- e. Improved Land (paved) for OPERATOR-maintained auto parking space - \$0.20 per sq. ft. x 22,125 square feet = \$ 4,425.00 per year or \$368.75 per month
- f. Unimproved land for OPERATOR-owned structures and fuel farm – \$0.15 per sq. ft. x 49,269 square feet - \$7,390.35 per year or \$615.86 per month.

ANNUAL TOTAL FOR LESSOR-OWNED BUILDING RENT (BASE YEAR): **\$33,733.72**

ANNUAL TOTAL FOR LESSOR-OWNED LAND RENT (BASE YEAR) **\$64,184.31**

**ANNUAL TOTAL RENT – BASE YEAR \$97,918.03**

#### RENTAL ESCALATION

The rental rates shown above shall be adjusted every three years on the anniversary date of this agreement at the rate of the increase of the National Consumer Price Index (CPI) for all items for all urban wage earners and clerical workers for the previous three calendar years, except that no decrease in rent will result if a decrease in the CPI-U occurs.

#### 4. FUEL FLOWAGE AND LANDING FEES

- A. The OPERATOR will collect landing and fuel flowage fees on behalf of the Airport as established by County Ordinance.
- B. Collection: OPERATOR shall maintain records of all fuels received by OPERATOR from all fuel vendors. OPERATOR will collect fees on all fuels dispensed as provided for in Paragraph 4A. Fuel and landing fees collected will be remitted to LESSOR by the 10<sup>th</sup> day of the month following the month sales of fuels took place. Payment shall be made to Winnebago County Treasurer, c/o Airport Director, Wittman Regional Airport, 525 W. 20<sup>th</sup> Avenue, Oshkosh, WI 54902. Payment will accompany an affidavit. The OPERATOR shall maintain records in such a manner as to allow for a reasonable audit trail of all fuels

delivered to OPERATOR and subsequently dispensed by OPERATOR to all aircraft referenced in Paragraph 4A, all air carrier aircraft, and OPERATOR'S aircraft and Basler Airlines. Should a fuel flowage audit be elected, the LESSOR shall bare the entire cost.

- C. The OPERATOR agrees to abide by appropriate industry standards, and all federal, state and local laws in the handling, storage, dispensing of all fuels in OPERATOR'S care and control. The OPERATOR further agrees to maintain appropriate records pertaining to the inspection and maintenance of all fuel storage and dispensing equipment and vehicles and make such records available to the LESSOR periodically for inspection. In addition, the OPERATOR shall ensure that all personnel in OPERATOR'S employ involved in fueling activities shall have received appropriate training in the handling and dispensing of fuels. OPERATOR shall maintain appropriate records showing that appropriate training based on accepted industry standards was received by each such employee.

5. TERM

A. The term of this Agreement shall be for twenty (20) years beginning September 1, 2014, and ending on August 31, 2034.

B. Should LESSOR decide to lease the premises described herein, subsequent to August 31, 2034, notice of said intent shall be provided to OPERATOR on or before March 1, 2034. Upon receipt of said notice, OPERATOR shall provide a written notice to LESSOR on or before June 1, 2034, as to its intent to negotiate a new lease agreement for any or all property described herein. Should OPERATOR fail to provide notice to LESSOR as to its intent to negotiate a new lease agreement, LESSOR may lease any or all of the premises described herein to any party without any further duty or obligation to OPERATOR.

C. Should OPERATOR file a Notice of Intent to negotiate a new lease agreement with LESSOR as described above, LESSOR, at its option, may negotiate a new twenty (20) year lease agreement with OPERATOR, provided that the OPERATOR has been and will remain in compliance with

the Wittman Regional Airport Minimum Standards for Commercial Aeronautical Activities and Wittman Regional Airport Rules and Regulations. LESSOR shall provide OPERATOR with notice of and information as to, any proposed lease agreements between LESSOR and any third party on or before March 1, 2034. Upon receipt of any proposed lease agreement between LESSOR and any third party for any or all of the property described herein, OPERATOR shall have the option to exercise a right of first refusal for the purpose of leasing the premises described in the proposed lease agreement between the County and any third party upon the same conditions as described in said proposed lease agreement. Said option shall be exercised to OPERATOR within 30 days after the date of provision of notice of said proposed lease agreement to OPERATOR by LESSOR, or said option shall be considered to have expired.

D. Should OPERATOR provide LESSOR with notice of its intent to negotiate a new lease agreement, any lease agreement entered into by LESSOR with OPERATOR or any third party as to any or all of the property described herein, said new lease agreement shall be for a period not to be less than five years in duration nor more than 20 years in duration.

#### 6. ACCEPTANCE OF PRESENT PREMISES

The OPERATOR agrees to accept the premises leased in present condition, and as presently equipped, and further agrees to surrender the same at the end of the term in as good condition as they are now, ordinary wear and depreciation by the elements only excepted.

#### 7. ALTERATIONS AND IMPROVEMENTS

The OPERATOR shall have the right to make significant improvements to the leased premises upon receipt of written approval from the LESSOR. Such improvements shall become part of the leasehold and remain attached to the premises upon termination of the lease. All improvements shall be at OPERATOR'S sole expense. Such approval shall not be unreasonably withheld or delayed.

#### 8. UTILITIES

The OPERATOR shall pay for all necessary fuel for the premises leased during the period of his

occupancy, and pay for all electrical, water, telephone and other similar type charges for facilities used by said OPERATOR.

9. INSURANCE

A. The OPERATOR agrees, at its own cost and expense, to furnish Wittman Airport/Winnebago County with Certificate of Insurance indicating proof of the following insurance from companies licensed in the State.

Such insurance shall include Winnebago County as an additional insured as pertains to the negligence of the user or OPERATOR. Such insurance shall include a thirty (30) day notice prior to cancellation or material policy change, which notice shall be given to the Winnebago County Insurance Administrator, c/o Winnebago County Courthouse, P. O. Box 2808, Oshkosh, WI 54903. All such notices will name the user or OPERATOR and identify the contract.

1. Aircraft Liability – with a minimum of \$1,000,000 - \$5,000,000 individuals, \$10,000,000 for commercial risks, \$50,000,000 for scheduled airlines Combined Single Limit of liability for Bodily Injury and Property Damage.
2. Commercial General Liability Insurance (non aircraft) – with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage Liability. This Insurance shall include on the Certificate of Insurance the following coverage:
  - a. Premises – Operations
  - b. Products and Completed Operations
  - c. Broad Form Property Damage
  - d. Personal Injury
  - e. Errors and Omissions; if applicable
3. Automobile Liability Insurance – with a minimum limit of \$1,000,000 Combined Single Limit for Bodily Injury and Property Liability. This insurance shall include Bodily Injury and Property Damage for the following coverage:

- a. Owned Automobiles
  - b. Hired Automobiles
  - c. Non-Owned Automobiles
4. Worker's Compensation – Statutory in compliance with the Compensation Law of the State. Included a Federal Longshoremen and Harbor Workers Endorsement, if applicable.
5. Limit Adjustment – LESSOR may increase insurance levels at each 5-year anniversary at a rate not to exceed the change in consumer price index over the period.

10. RIGHTS OF OPERATOR

The OPERATOR shall have:

A. The right in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft of OPERATOR.

B. The non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the LESSOR to charge visitors a fee for the use of such areas.

C. The right to install, operate, maintain, repair and store, subject to approval of the LESSOR in the interests of safety and convenience of all concerned, all equipment necessary for the conduct of the OPERATOR'S business.

D. The right in ingress to and egress from the demised premises limited to streets, driveways or sidewalks designated for such purposes by the LESSOR, which right shall extend to OPERATOR'S employees, passengers, guests, invitee, and patrons.

E. The right in and on the demised premises of selling aircraft fuel, oil and other lubricants, maintaining and operating full aircraft servicing facilities, and providing storage space for aircraft, a repair shop for the repairing and servicing of aircraft engines, instruments, radios, propellers and accessories in

connection with said business. The right to conduct such activities shall apply to aircraft of other persons as well as aircraft belonging to OPERATOR.

F. Provide those Aviation Commercial Services described above subject to the Minimum Standards for Commercial Aeronautical Activities, dated July 13, 2004, all appropriate laws of the Federal Government, the State of Wisconsin, the ordinances of the County of Winnebago, and the requirements of the Federal Aviation Administration of any other duly authorized governmental agency.

G. The right to sublease space in leased hangars to other aviation businesses. OPERATOR agrees to file with LESSOR the rates and charges imposed upon subleases. LESSOR must not duplicate services provided by subleases. The following services may not be subleased unless the sublease for each service is to the same sub lessee: aircraft fueling/line service and airframe maintenance/repair to the public. Any sublease arrangement shall be subject to LESSOR approval, such approval not to be unreasonably withheld or delayed. Subleases shall meet the insurance requirements specified in paragraph 9 of this agreement independent of the OPERATOR.

H. At any time during this agreement, if air traffic control services are not available at Wittman Regional Airport for at least 30 consecutive days, the OPERATOR shall have the right to terminate this agreement with 90 days notice to the LESSOR.

#### 11. MAINTENANCE OF PREMISES LEASED

OPERATOR shall be responsible for all maintenance of OPERATOR-owned buildings and structures, and will maintain the LESSOR-owned leased premises occupied by him in good order, and perform such maintenance of consumable items as is necessary, including but not limited to light bulb replacement, key & lock replacement, and custodial services. OPERATOR shall be responsible for maintenance of the hangar doors of LESSOR-owned hangars. OPERATOR shall be responsible for snow removal of leased auto parking lots and apron connected to OPERATOR-owned hangar M as depicted on the lease map. LESSOR shall be responsible for all major repairs to LESSOR-owned premises to include

building structure and roofs, any and all systems related to the building, (including but not limited to plumbing, heating, electricity) doors and windows. LESSOR will maintain the land and ramp to include, but not limited to, turf maintenance and landscaping, ramp and sidewalk repair and/or replacement, crack/joint rehabilitation, sealcoating, taxi line and aircraft parking line painting, perimeter fence/gate maintenance, and snow removal on the aircraft ramp.

In the event of fire or other casualty, the LESSOR at its discretion, shall repair LESSOR-owned buildings or remove the damaged buildings and restore the leased area to its original condition. In the event of the destruction of any LESSOR-owned building, the rent herein shall abate proportionately.

## 12. ASSIGNMENT

OPERATOR shall not at any time assign this Agreement, nor sublet the said leased premises, or any part thereof, without the written consent of LESSOR, first had and obtained, provided that the foregoing shall not prevent the assignment of the Agreement to any corporation with which OPERATOR may merge or consolidate, or which may succeed to the business of OPERATOR or to any parent or subsidiary corporation of OPERATOR or any affiliated company of OPERATOR which has control of it or of which it has working control.

## 13. OTHER TERMS

The parties hereto, for themselves, their legal representatives, successors, and assigns, further covenant and agree as follows:

A. OPERATOR agrees to observe and obey, during the term of this Lease, all laws, ordinances, rules and regulations promulgated and enforced by LESSOR and by any other proper authority having jurisdiction over the conduct of the LESSOR's operations at the Airport.

B. OPERATOR agrees to, at all times during the term of the Lease, indemnify, save harmless and

defend the LESSOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, with the LESSOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the OPERATOR'S acts, error or omissions, provided however, that the provisions of this section shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts, errors or omissions of the LESSOR, its agencies, boards, commissions, officers, employees or representatives.

C. LESSOR agrees to, at all times during the term of this Lease, indemnify, save harmless and defend the OPERATOR, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss, damages, costs or expenses, whether personal injury or property damage, which the OPERATOR, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of the LESSOR's acts, errors or omissions, provided, however, that the provisions of this section shall not apply to liabilities, losses, charges, costs or expenses caused by or resulting from the acts, errors or omissions of the OPERATOR its agencies, boards, commissions, officers, employees or representatives.

D. So long as OPERATOR conducts his business in a fair, reasonable and workmanlike manner, he shall peaceably have and enjoy the leased premises, and all the rights and privileges herein granted.

E. OPERATOR agrees that no signs or advertising matter may be erected without the consent of the LESSOR, such consent not to be unreasonably withheld or delayed.

F. OPERATOR agrees to operate the premises leased for the use and benefit of the public:

1. To furnish good, prompt, and efficient service adequate to meet all the demands for its service at the Airport.
2. To furnish said service on a fair, equal & nondiscriminatory basis to all users.

3. To charge fair, reasonable and nondiscriminatory prices for each unit of sale or service, provided that the OPERATOR may be allowed to make reasonable and non-discriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Prices for fuel and servicing shall be posted by OPERATOR in a conspicuous place in the Hangar, and a copy furnished to the LESSOR.
4. Meet each and every standard as specified in the LESSOR's Minimum Standards for Commercial Aeronautical Activities dated July 13, 2004 and as may be amended for the following services:
  - a. Aircraft fuels and oils
  - b. Aircraft airframe, engine, accessory, maintenance and repair
  - c. Aircraft charter and air taxi

#### 14. SCHEDULE OF HOURS

OPERATOR agrees to maintain operations during a schedule of hours consistent with the Minimum Standards for Commercial Aeronautical Activities dated July 13, 2004 (section 4.3.5) and such schedules shall be filed with, and approved by, the Airport Director. Hours of operation shall not be reduced without written consent of the LESSOR, except during any period which the Airport is closed by any lawful authority restricting the use thereof in such a manner as to interfere with the use of the same by the OPERATOR for its business operation.

#### 15. CLOSING OF AIRPORT

During any period when the Airport shall be closed by any lawful authority restricting the use of the Airport in excess of 72 consecutive hours in such a manner as to interfere with the use of same by OPERATOR, for his business operation, the rent shall abate and at the OPERATOR'S option, the period of such closure shall be added to the term of the Lease or any option period so as to extend and postpone the expiration thereof.

16. FIRE & POLICE PROTECTION AND SNOW REMOVAL

The LESSOR agrees to extend to the OPERATOR the same fire and police protection extended to the other tenants and facilities on the Airport. The LESSOR also agrees to provide snow removal services to the OPERATOR up to, but not including, the area within five (5) feet of structures owned or leased by OPERATOR. All of the foregoing services will be at the LESSOR's expense and consistent with airport snow removal priorities.

17. FAILURE TO PAY RENT

Failure on the part of the OPERATOR to pay rent hereunder within thirty (30) days after same shall become due, except as provided in Paragraph 15, shall authorize LESSOR, at its option and without any legal proceedings, to declare this Lease void, cancel the same, and re-enter and take possession of the premises.

18. PERSONAL PROPERTY TAXES

The OPERATOR shall pay all taxes or assessments that may be levied against the personal property of the OPERATOR.

19. BREACH OF CONDITIONS

If the OPERATOR shall violate any of the restrictions in this Lease, or shall fail to keep any of its covenants after written notice to cease such violation, and shall fail to correct such violation within thirty (30) days, the LESSOR may at once, if it so elects, terminate the same and take possession of the premises.

20. INSPECTION: LEASED PREMISES & BOOKS AND RECORDS OF OPERATION

The LESSOR, through its Airport Director, his/her designee, or its Aviation Committee, reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.

## 21. FURTHER DEVELOPMENT

The OPERATOR recognizes that from time to time during the term of this lease it will be necessary for the LESSOR to initiate and carry forward programs of construction, expansion, maintenance and repair in order that the Airport and its facilities may be suitable for the volume and character of air traffic and flight activities which will require accommodations, and that such construction, expansion, maintenance and repair may inconvenience and partially impair the OPERATOR'S use of the demised premises. The OPERATOR agrees that no liability shall attach to the LESSOR, its officers, agents, and employees by reason of such inconvenience or partial impairment of the use of the demised premises, and the OPERATOR waives any right to claim damages or other considerations, therefore, except for reasonable and proportionate rental abatements during such periods of impaired use provided that LESSOR complies with the provisions of the second paragraph of this section 21.

It is further agreed that LESSOR shall reserve to itself and have the right to relocate the OPERATOR'S location as described heretofore, or to revise the area and limits of the said premises, if in the reasonable discretion of the LESSOR, that airport improvement, development, expansion, or construction shall require such relocation or revision. In the event LESSOR makes such determination, LESSOR shall consult fully with OPERATOR and develop a plan with OPERATOR to minimize the disruption of OPERATOR'S business in connection with such relocation. LESSOR shall conduct such relocation in a manner to allow OPERATOR to continue to provide fueling and maintenance services as effectively as possible during the relocation process. Without limiting the foregoing, if LESSOR determines to take such action, LESSOR and OPERATOR shall use best efforts to develop such new or remodeled facilities for OPERATOR before the relocation of OPERATOR to the new or remodeled facilities. Further,

if LESSOR determines to relocate OPERATOR to a comparable facility on the Airport, LESSOR shall bear all costs and expenses of creating such comparable facility or remodeling an existing facility to make it a comparable facility. LESSOR shall also bear the costs of replacing or providing fuel farms and other facilities and equipment such that OPERATOR is placed in a comparable position after such relocation. The OPERATOR waives all claims of rights of action for damages or other compensation for inconveniences or loss occasioned by such relocation or revision of area, except rent adjustments or abatements to the extent that the relocation or revision reduces the area, and for the period during which the premises are not usable because of such relocation or revision. If relocation is deemed necessary by LESSOR, it agrees to relocate, if practical, OPERATOR in facilities as nearly equal to OPERATOR'S present facilities in the Airport as is reasonably possible, and to do so at no cost to OPERATOR. LESSOR, at its option, may either conduct the relocation itself or reimburse OPERATOR for such relocation.

#### 22. MAINTENANCE OF LANDING AREA

The LESSOR shall maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport within its financial ability.

#### 23. EMERGENCY CONDITIONS

During the time of war or national emergency, the LESSOR shall have the right to lease the landing area or any part thereof to the United States Government for military use, and if such lease is executed, the provision of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.

#### 24. PROTECTION OF AIRPORT

The LESSOR reserves the right to take any action it reasonably considers necessary to protect the aerial approaches of the Airport against obstruction, together with the right to prevent OPERATOR from

erecting, or permitting to be erected, any building or other structure on the Airport which, in the reasonable opinion of the LESSOR, would limit the usefulness of the Airport or constitute a hazard to aircraft.

25. SUBORDINATION TO LEASE WITH UNITED STATES

This lease shall be subordinate to the provisions of any existing or future agreement between the LESSOR and the United States, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal funds for the development of the Airport. If the subordination of this agreement to any agreements now or hereafter entered into between the LESSOR and the United States materially alters or inhibits OPERATOR'S use or enjoyment of the leased premises, OPERATOR may, at its option and with 90 days written notice to LESSOR, terminate this agreement provided that LESSOR complies with the provisions of the second paragraph of this section 21.

26. OPERATOR TO OBEY RULES

The OPERATOR shall abide by all the rules and regulations of the Town, City, County, State and Federal authorities respecting safety measure to be taken and observed in the use of said premises. The OPERATOR shall be subject to such written rules and regulations as the Winnebago County Board or its Aviation Committee may adopt. Such rules and regulations shall not, however, be in conflict with the terms of this Agreement.

27. COMPLIANCE WITH CIVIL RIGHTS ACT OF 1964.

The OPERATOR, in the use of the leased premises for himself, his personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the premises that (1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (2) that in the construction of any improvements on, over, or under such premises

and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the premises shall be used in compliance with all other requirements imposed by, or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

OPERATOR, in the conduct of its authorized business activities on said demised premises and said airport, shall furnish good prompt, and efficient service adequate to meet the demands for its service at the airport, and shall furnish such service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and shall charge fair, reasonable, and not unjustly discriminatory prices for each unit of sale or services; provided, however, that OPERATOR shall be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

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

28. NOTICES.

Notices shall be sufficient if sent by certified mail, postage prepaid, addressed to:

LESSOR

Airport Director  
Wittman Regional Airport  
525 W. 20th Avenue  
Oshkosh, WI 54902

OPERATOR

Basler Turbo Conversions, LLC  
d/b/a Basler Flight Service, Inc.  
Attn: Tom Weigt  
525 W. 20th Avenue  
Oshkosh, WI 54902

or to such other addresses as the parties may designate to each other in writing from time to time.

29. RELATIONSHIP OF LESSOR AND OPERATOR.

It is expressly understood that LESSOR shall not be construed or held as a partner or associate of OPERATOR in the conduct of its business, and it being expressly understood and agreed that the relationship between the parties hereto is and shall at all times remain that of LESSOR and OPERATOR.

COVENANTS TO BE BINDING

The covenants, conditions and terms of this Agreement shall be binding upon the respective parties hereto, and on their heirs, executors, administrators and assigns.

**SIGNATURE PAGE TO FOLLOW**

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

WINNEBAGO COUNTY (LESSOR)

---

Mark L. Harris  
County Executive

---

Susan T. Ertmer  
County Clerk

BASLER TURBO CONVERSIONS, LLC d/b/a BASLER FLIGHT SERVICE, INC. (OPERATOR)

---

Tom Weigt  
President, Basler Turbo Conversions, LLC

---

Mary Garcia  
General Manager, Basler Flight Service, Inc.

# LEASE BASLER AREA MAP

## LEASE BASLER

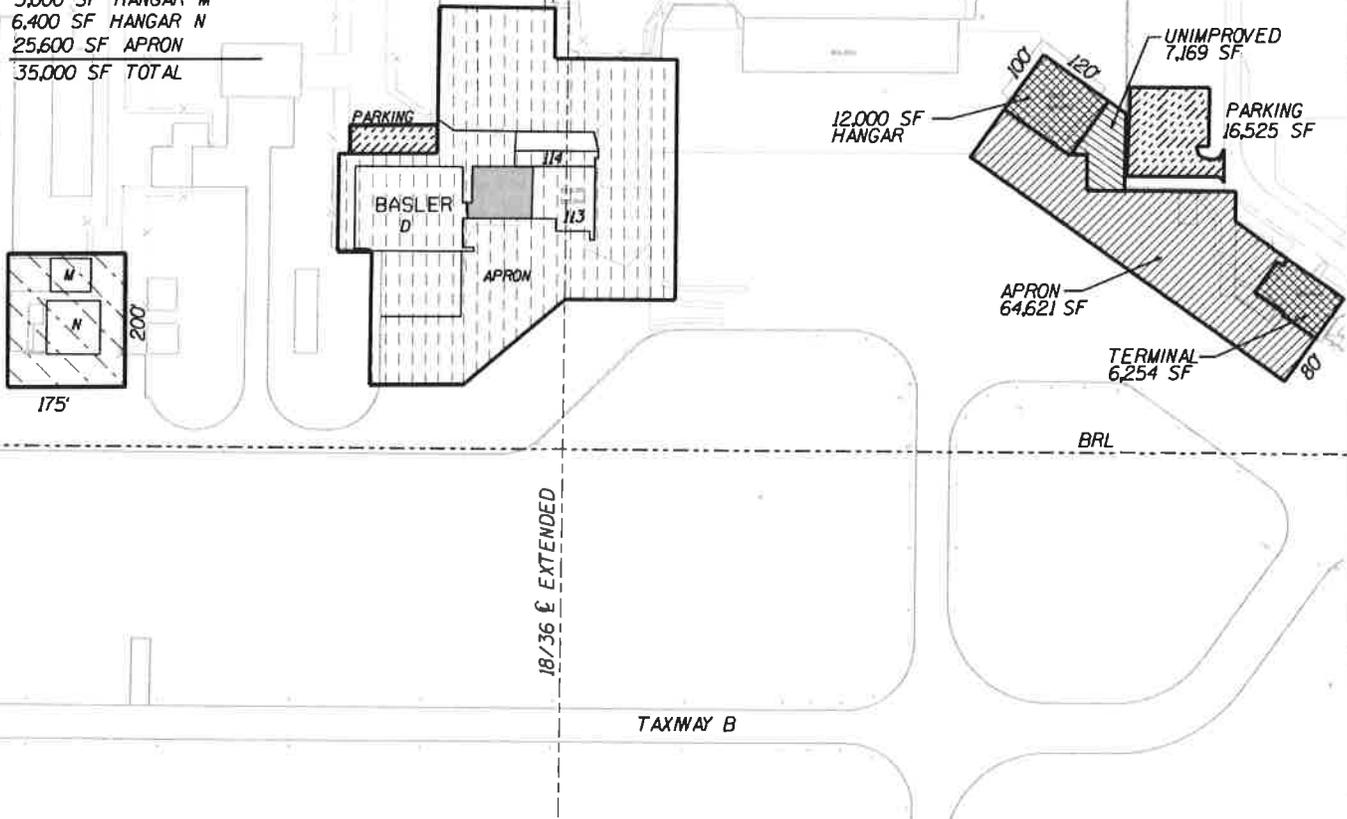
10,000 SF BASLER 113 HANGAR  
 3,000 SF BASLER 114 OFFICE  
 20,700 SF BASLER D HANGAR  
 159,155 SF IMPROVED AREA (APRON)  
 5,600 SF PARKING LOT  
 198,455 SF TOTAL

## LEASE TERMINAL

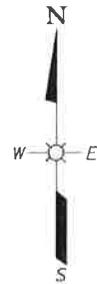
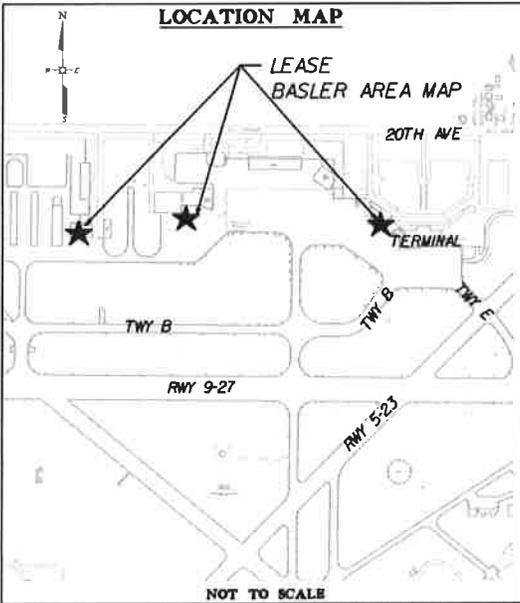
6,254 SF TERMINAL  
 12,000 SF HANGAR  
 64,621 SF APRON  
 7,169 SF UNIMPROVED  
 16,525 SF PARKING LOT  
 106,569 SF TOTAL

## LEASE FUEL

3,000 SF HANGAR M  
 6,400 SF HANGAR N  
 25,600 SF APRON  
 35,000 SF TOTAL



## LOCATION MAP



<b>Omni</b> ASSOCIATES	DRAWN BY: MF	SCALE: AS SHOWN	WITTMAN REGIONAL AIRPORT OSHKOSH, WISCONSIN
	REVIEWED BY:	PROJECT: OSH DRAWINGS	
	APPROVED BY:	FILE: BASLER	<b>LEASE AREA BASLER</b>
	DATE: 06/27/14	SHEET	
ONE SYSTEMS DRIVE APPLETON, WI 54914-1654		of	
PHONE: (920) 735-5788 FAX: (920) 639-5188			
REV.	DATE	APPROD	DESCRIPTION

FILE NAME: LEVELS.DWG 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63



1 81-92014

2 **RESOLUTION: Authorize a Transfer of \$15,000 from the Airport Fund Balance to a**  
3 **Capital Project to Reconstruct Taxiway B to Cover Winnebago County's**  
4 **Portion of the Engineering and Design Costs**

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

7 **WHEREAS**, Taxiway B at Wittman Airport is in need of reconstruction; and

8 **WHEREAS**, the 2012 Pavement Condition Index (PCI) report showed significant deterioration to many  
9 pavement portions as well as forecasted for failure within three years for several portions of the taxiway; and

10 **WHEREAS**, reconstruction of the taxiway with concrete will achieve an estimated 30-to-50 year life span and  
11 match the 100,000 lb aircraft wheel loading strength associated with Runway 9/27; and

12 **WHEREAS**, reconstructing the taxiway will correct non-standard taxiway/runway separation and taxiway  
13 geometry safety concerns; and

14 **WHEREAS**, this project has been included in the Winnebago County 5-Year Capital Improvements Plan and  
15 is scheduled for improvement in 2015; and,

16 **WHEREAS**, the pavement has significant cracking and may become hazardous for aircraft taxiing on this  
17 pavement; and

18 **WHEREAS**, funding may be available shortly from the Federal Aviation Agency (FAA) and Wisconsin  
19 Department of Transportation (DOT) which would cover 95% of the project costs; and

20 **WHEREAS**, the total cost to do the reconstruction is estimated to be \$5,515,000 making Winnebago  
21 County's share \$275,000; and

22 **WHEREAS**, the total project funding is not immediately available, however, engineering and design need to  
23 be completed so that when funds are available Winnebago County will be ready to go with the project; and

24 **WHEREAS**, it is anticipated that the funding will become available during 2015; and

25 **WHEREAS**, Winnebago County's share of the engineering and design cost is \$15,000.

26  
27 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
28 authorizes a transfer of \$15,000 from the airport fund balance to a capital project for the purpose of paying the  
29 county's share of the engineering costs.

30 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that when the project is ready  
31 to move forward, the Airport will be back before the County Board to approve funding for the entire project.

32  
33 **Fiscal Note:** The Airport undesignated fund balance at the end of 2013 was \$2,030,969.

34  
35 Respectfully submitted by:

36 **AVIATION COMMITTEE**

37 Committee Vote: **5-0**

38 Respectfully submitted by:

39 **PERSONNEL AND FINANCE COMMITTEE**

40 Committee Vote: **4-1**

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

42

43 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

44

45

46

47

---

Mark L Harris  
Winnebago County Executive

# WINNEBAGO COUNTY, WISCONSIN

## CAPITAL PROJECT REQUEST

(Edit cells in rows 5-8 and add appropriate data. Do not override the titles in these cells.)

**Department:** Airport

---

**Project title:** Taxiway B Reconstruction

---

**Department head:** Peter Moll

---

**Contact:** Peter Moll

---

**Project Description: (Attach additional sheets as needed and label as Attachment 1):**

Relocate portion and reconstruct portion of Taxiway B, including lighting and extend taxiway to end of runway and remove current connecting taxiway.

**Relationship to other projects and plans: (Attach additional sheets as needed and label as Attachment 2):**

The project coincides with the plans and funding request with the WI DOT Bureau of Aeronautics

**Justification and alternatives considered: (Attach additional sheets as needed and lable as Attachment 3):**

If the project is not approved or funding is not acquired through FAA and WI DOT Bureau of Aeronautics, local funds may be needed for crackfilling and sealcoating to extend the life of the pavement.

**Annual operating impact: Identify the average annual costs of maintaining current equipment if this project is to replace old equipment, vehicles, roads,etc. Explain and quantify any monetary savings if we undertake this project.**

Estimated cost to sealcoat and crackfill the taxiway, rather than reconstruction, is estimated at \$50,000. This is 18% of the county's cost of total reconstruction. While it would extend the life of the pavement a few more years, the taxiway will still need reconstruction in the future to correct pavement and base course deficiencies. The Pavement Management Report (2012) from the WI DOT BOA notes that the pavement is in need of major rehabilitation.

**CAPITAL PROJECT REQUEST**

Project Name --->> **Taxiway B Reconstruction**

**ANTICIPATED PROJECT COSTS AND SOURCES OF FUNDS:**

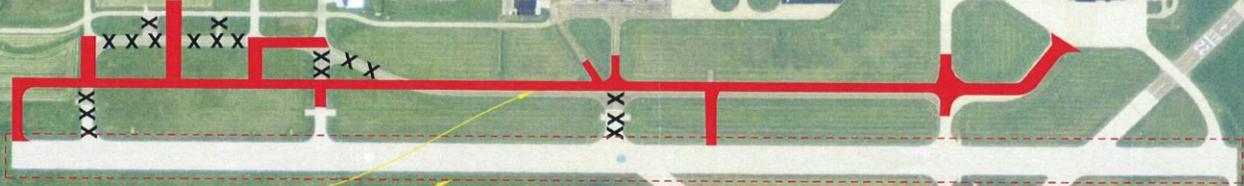
	<u>Prior years</u>	<u>2014</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>Beyond</u>	<u>Total</u>
<b><u>PROJECT COST'S</u></b>								
Planning, Design, Engineering		15,000						15,000
Land Purchase								-
Construction			5,500,000					5,500,000
Equipment								-
Other								-
<b>TOTAL</b>	<b>-</b>	<b>15,000</b>	<b>5,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,515,000</b>

**PROJECT FUNDS**

Current Revenue								-
Tax Levy								-
Borrowing (Bonds or Notes)			275,000					275,000
Revenue Bonds								-
Federal (FAA)			4,950,000					4,950,000
State BOA Funds			275,000					275,000
Other - UFB		15,000						15,000
<b>TOTAL</b>	<b>-</b>	<b>15,000</b>	<b>5,500,000</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>5,515,000</b>

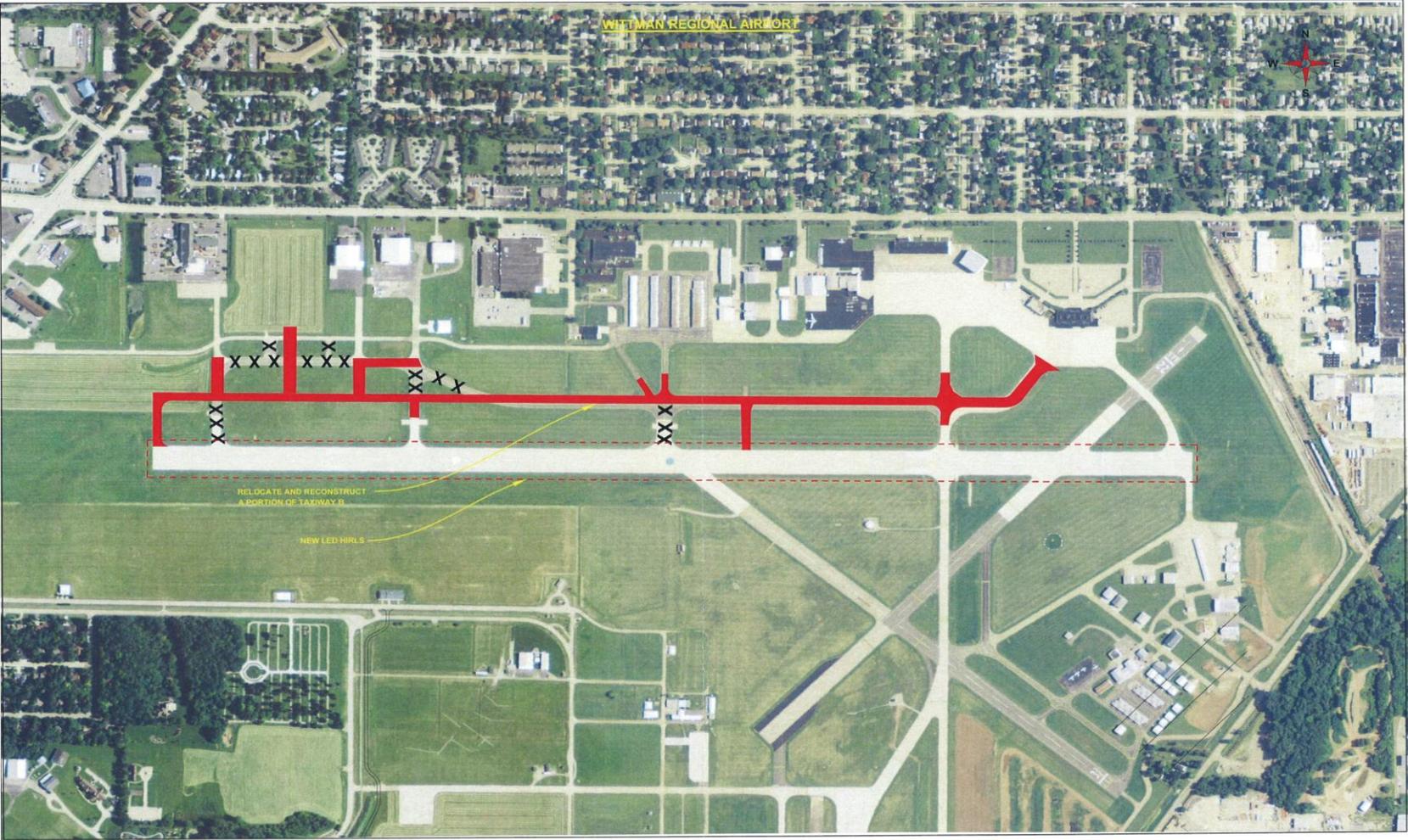
**Note: Any project requiring funding in 2014 must have diagrams and detailed project descriptions submitted to Finance.**

WITTMAN REGIONAL AIRPORT



RELOCATE AND RECONSTRUCT  
A PORTION OF TAXIWAY B

NEW LED HELPS



1 82-92014

2 **RESOLUTION: Authorize a Capital Project to Resurface the Maintenance Facility Parking**  
3 **Lot at a Cost of \$367,000 to be Funded with a Bond Issue**  
4

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

6 **WHEREAS**, the Facilities and Property Management Department works with the Highway Department to  
7 review and rate all Winnebago County parking lot facilities; and

8 **WHEREAS**, as a result of this rating, the Facilities and Property Management Department has a plan to  
9 systematically resurface all county parking lots over time; and

10 **WHEREAS**, this year, the parking lot at the maintenance facility is scheduled for resurfacing based on the  
11 pavement rating system used by the Highway Department; and

12 **WHEREAS**, using cost estimating procedures, it is estimated that the cost of the project will be  
13 approximately \$367,000; and

14 **WHEREAS**, it is important to have a systematic plan to resurface county parking lots to keep them safe and  
15 spread the process over a long period of time, and to resurface them before they become deteriorated to the point  
16 that they need complete reconstruction.

17  
18 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
19 appropriates the sum of \$367,000 to a capital project to resurface the parking lot at the maintenance facility.

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby appropriates  
21 funds for the project from the General Fund with said Fund being reimbursed from a subsequent bond issue.  
22

23 **Fiscal Note:** General Fund Undesignated Fund balance prior to this transfer is approximately \$13 million dollars.  
24 Our General Fund balance currently exceeds the informal target of 1/12<sup>th</sup> of total county  
25 expenditures. The use of fund balance here will still leave our fund balance in excess of the target.  
26 .

27 Respectfully submitted by:  
28 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

29 Committee Vote: **5-0**

30 Respectfully submitted by:  
31 **PERSONNEL AND FINANCE COMMITTEE**

32 Committee Vote: **5-0**

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

34  
35 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.  
36

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

4. **Asphalt replacement program**

A, PROPOSED 2014 BONDING - \$ ~~367,000~~ <sup>-0-</sup>

B. PROJECT COSTS AND SOURCES OF FUNDS:

PROJECT COSTS:	2014	2015	2016	2017	2018	Total
Planning & design	\$ 35,000	\$ 15,000	\$ 22,000	\$ 11,000	\$ 19,000	\$ 102,000
Land purchase						-
Oshkosh HS building						-
Maintenance facility						
bldgs	332,000					332,000
PV shop tower sites		97,000				97,000
Parks area shop			215,000			215,000
Airport parking lots				104,000		104,000
Lifestage area					187,000	187,000
Other						-
<b>Total costs</b>	<b>367,000</b>	<b>112,000</b>	<b>237,000</b>	<b>115,000</b>	<b>206,000</b>	<b>1,037,000</b>
<b>PROJECT FUNDS:</b>						
G.O. Bonds or notes	<del>367,000</del>	112,000	237,000	115,000	206,000	1,037,000
Outside funding						-
Tax levy						-
Other <i>General Fund Balance</i>	<i>307,000</i>					-
<b>Total funds</b>	<b>\$ 367,000</b>	<b>\$ 112,000</b>	<b>\$ 237,000</b>	<b>\$ 115,000</b>	<b>\$ 206,000</b>	<b>\$ 1,037,000</b>

C. DESCRIPTION AND JUSTIFICATION:

**Project Description:** This project is a continuation of a multiyear project to repair or replace damaged and deteriorated pavement at various locations. The Courthouse parking lot was completed in 2006. The parking lots at Dawes Street Lot were rebuilt in 2011. Various other locations have been rated by the Highway Department and are outlined in a detailed plan. Paving projects have been prioritized in order of their condition, from the worst to the best. The pavement areas then were scheduled for replacement based on their relative priority.

**Relationship to other projects and plans:** The various paving projects would be coordinated with any significant remodeling or construction work done at each site. This would either delay or expedite some projects.

**Justification and alternatives considered:** This project is necessary to provide a safe driving surface for staff and the public. If this project is not completed the pavement will continue to deteriorate and eventually the lots will become gravel and mud.

There is a continual need to patch and repair the lots to keep them in a safe driving condition.

# 2014 Paving Plan Maintenance Facility Parking Lot Repaving



Service Roads

Maintenance Facility Parking Lot

# 2014 Paving Plan Maintenance Facility Parking Lot Repaving



Service Roads

Maintenance Facility Parking Lot

The area to be repaved is bounded by the red outline and the service roads

The area bounded by the yellow outline will be returned to grass. Any paving will be removed to the impermeable surface of the facility.

2 **RESOLUTION: Oppose Expansion of Federal Control Under the Clean Water Act**

3

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

5 **WHEREAS**, the Environmental Protection Agency (EPA) and the U.S. Army Corps of Engineers are seeking  
6 to extend control over additional Waters of the United States; and

7 **WHEREAS**, the agencies have expanded their authority under the Clean Water Act to implement an onerous  
8 permit system that has forced delays as well as caused unnecessary additional expense to projects on the local  
9 level; and

10 **WHEREAS**, the U.S. Supreme Court previously reprimanded the agencies for over-reaching their authority,  
11 and Congress has recently documented concerns with this effort to redefine the scope of federal power under the  
12 Clean Water Act.

13 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
14 opposes additional regulations that have been proposed by the Environmental Protection Agency to redefine the  
15 current definition, as well as implement additional enforcement, with respect to the Clean Water Act and the Waters  
16 of the United States.  
17

18 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby directs the  
19 Winnebago County Clerk to transmit a copy of this Resolution to all legislators representing Winnebago County  
20 constituents; to the Wisconsin Counties Association; and to the Office of Governor Scott Walker.  
21

22

23 Respectfully submitted by:

24 **CHUCK FARREY, District 30**

25

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

27

28 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.

29

30

31

32

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

## Clarifying EPA's Muddy Water

In a well-publicized blog post, EPA's acting assistant administrator for water recently questioned the validity of concerns raised by the American Farm Bureau Federation and others regarding the proposed Waters of the U.S. rule. AFBF has prepared a comprehensive response, available at <http://ditchtherule.fb.org>. The following is a shorter version that focuses on the most significant issues related to the controversial proposed rule. When dealing with complex regulatory issues, it's always important to #ReadTheFinePrint. And yes, a growing number of Americans want EPA to #DitchTheRule.

EPA Connect Blog

There's been some confusion about EPA and the Corps' proposed "Waters of the U.S." rule...



There's no confusion about this: almost any low spot where rainwater collects **could be** regulated under the proposed rule. It defines "tributaries" and "adjacent" in ways that make it impossible for a typical farmer to know whether the ditches or low areas at his or her farm will be "waters of the U.S." The rule is broad and gives agency field staff plenty of room to find that they are. (79 Fed. Reg. 22206, 22209)



It has to maintain exemptions because Congress provided those in the statute. But while the categories of exemptions are still there, the expansion of jurisdiction over more small, isolated wetlands and land features like ditches and ephemeral (occasional) drains will mean fewer farmers will benefit from the exemptions. There is no exemption that would allow fertilizer or pesticide to fall into a water or wetland without an NPDES permit. And the so-called "normal" farming exemption for farming in wetlands has been narrowly interpreted by the agencies to allow farming to continue only if it has been ongoing since 1977, and only if it does not alter the hydrology of the wetland. See, e.g., *U.S. v. Cumberland Farms of Connecticut, Inc.*, 647 F. Supp. 1166 (D. Mass. 1986), **affirmed** 826 F.2d 1151 (1st Cir. 1987), **cert. denied**, 484 U.S. 1061 (1988).

EPA Connect Blog

The rule keeps intact all Clean Water Act exemptions and exclusions for agriculture that farmers count on. But it does more for farmers by actually expanding the... exemptions.



The Supreme Court rulings didn't complicate the permitting process. That was already a morass of red tape. The court did make it more difficult for the Corps and EPA to assert jurisdiction over small, isolated waters and so-called "waters" that are **dry** most of the time. The proposed rule would automatically regulate countless small wetlands and miles of ditches and ephemeral drains across the countryside even if the rule is so complicated that farmers may not know their fields are regulated until they get sued. (79 Fed. Reg. 22203, 22206)

EPA Connect Blog

(Confusion caused by Supreme Court rulings) added red tape, time, and expense to the permitting process under the Clean Water Act. The Army Corps of Engineers had to make case-by-case decisions about which waters were protected, and decisions in different parts of the country became inconsistent.

EPA Connect Blog

The proposal does not change the permitting exemption for stock ponds, does not require permits for normal farming activities like moving cattle, and does not regulate puddles.



The proposed rule makes the exemption for stock ponds meaningless because it would regulate the low spots where farmers typically build ponds. The rule would only allow farm ponds to be built by diking "upland."

As for normal farming activities, the EPA again misspeaks. Under the rule, Section 402 permits would be necessary for common farming activities such as applying fertilizer or pesticide—or moving cattle—if materials (fertilizer, pesticide or manure) would fall into jurisdictional low spots or ditches. Section 404 permits would be required for earth-moving activity, such as plowing, planting or fencing, except as part of "established" farming ongoing at the same site since 1977.

The rule would not categorically regulate **all** puddles—but it would regulate even the smallest low spots that puddle often enough to meet the broad definition of "wetlands." (79 Fed. Reg. 22218) These low spots would be regulated if they are in a "floodplain" or a "riparian area," and they could also be regulated if agency staff find that they, in combination with similar low spots in the region, have a "significant nexus" to any other "water of the U.S."

EPA Connect Blog

The proposed rule does not regulate new types of ditches, does not regulate activities on land and does not apply to groundwater.



Current rules do not include ditches, but the agencies have informally interpreted rules to include ditches as "tributaries" under some circumstances. The new rule would put this in regulations for the first time and would categorically define almost all ditches as "tributaries." (79 Fed. Reg. 22203-4)

What's more, the rule does regulate activities on land that is usually dry but where water channels and flows or ponds when it rains. The rule calls these areas "ephemeral streams" and "wetlands" and "seasonal ponds"—but to most people they are simply **land**.

EPA Connect Blog

The Clean Water Act protects waters, the life blood of communities, businesses, agriculture, energy development and hunting and fishing.



Fortunately, the Clean Water Act created non-regulatory programs to address the water quality impact of land uses such as farming. Those programs have been and continue to be effective.

EPA Connect Blog

For the first time, the agencies are clarifying that all ditches that are constructed in dry lands, and drain only dry lands, are not "waters of the U.S." This includes roadside ditches, and ditches collecting runoff or drainage from crop fields.



The narrow ditch exclusion would not cover most ditches. If water ever flows to a ditch from nearby "wetland" areas, "ephemeral" drains or ponds during very heavy rains, the ditch would not qualify for this exclusion. If the ditch itself has "wetland" characteristics—which tends to happen because ditches do indeed carry water when it rains—the ditch will not qualify and would be regulated.

(79 Fed. Reg. 22203)

EPA Connect Blog

Federal agencies are not asserting regulatory authority over land use.



We disagree. When federal agencies have the power to grant, deny or veto a federally enforceable permit to plow, plant, build a fence, apply fertilizer or spray pesticide or disease-control products on crops, that is regulatory authority over land use.

A landowner who cannot, without a federal permit, construct a house on, build a fence over or plow through a low spot or ephemeral drain that runs across his or her land is, in effect, faced with land-use regulation.

# Don't Let EPA Put Your County **UNDER WATER**

Earlier this year, EPA and the Corps of Engineers released a proposed rule – Definition of Waters of the U.S. Under the Clean Water Act – that could dramatically expand the range of waters that fall under federal regulation.

Types of county-maintained infrastructure potentially affected

- Roads and Roadside ditches
- Flood control channels
- Storm water sewers
- Green infrastructure (*aka Low Impact Development*) used to manage stormwater runoff

Visit [www.naco.org/wous](http://www.naco.org/wous) to find:

- NACo's Analysis of the Proposed Rule Impacts to Counties
- Policy Briefs & Comparison Charts
- Action Items for County Officials, such as
  - Extension of commenting period
  - Sample county resolutions
  - Sample comments
  - Drafting an Op-Ed
  - Contacting your Member of Congress

## REMINDER:

Comments are due Oct. 20. It is critical that all counties, regardless of how the proposal affects them, weigh in with their analysis. For information on submitting your comments, visit NACo's WOUS website at [www.naco.org/wous](http://www.naco.org/wous).



Visit [www.naco.org/wous](http://www.naco.org/wous) today.

1 **84-92014**

2 **RESOLUTION: Authorize Rescheduling the November 2014 Winnebago County Board**  
3 **Meeting**  
4

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

6 **WHEREAS**, the November meeting of the Winnebago County Board of Supervisors is currently scheduled  
7 for November 11, 2014; and

8 **WHEREAS**, the November 2014 meeting was scheduled early in order to allow an additional week to  
9 complete the budget process; and

10 **WHEREAS**, the Winnebago County Finance Director has indicated that the additional week to complete the  
11 budget process is no longer necessary; and

12 **WHEREAS**, rescheduling the November 2014 Winnebago County Board Meeting from November 11, 2014,  
13 to November 18, 2014, would allow the meeting to be held on the third Tuesday of the month, the day established by  
14 the Winnebago County Board Rule 1.1.

15  
16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby  
17 amends its Rules so as to reschedule the November 2014 Winnebago County Board Meeting from November 11,  
18 2014, to November 18, 2014.

19  
20 Respectfully submitted by:

21 **DAVID ALBRECHT, District 11**  
22

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

25 Approved by the Winnebago County Executive this \_\_\_\_ day of \_\_\_\_\_, 2014.  
26

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