

**ADJOURNED SESSION
WINNEBAGO COUNTY BOARD OF SUPERVISORS
VIDEO CONFERENCE MEETING
TUESDAY, NOVEMBER 17, 2020
6:00 P.M.**

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

<https://us02web.zoom.us/j/88501533715?pwd=MjV4NmxiK2w3ZDh1MTB2NFE3MkIvdz09>

Passcode (if needed) – W1NNE

To join this meeting by telephone - (312) 626-6799 and enter the Meeting ID: 885 0153 3715

Passcode: 430563

At this meeting, the following will be presented to the Board for its consideration:

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

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

- Correspondence
 - Zoning Petitions:
 - No. 001 – Darrin Kuehn; Town of Neenah, tax parcel no. 010-0151-05; to rezone from I-1/B-3 Light Industrial district/ General Business district to B-3 General Business district
 - No. 002 – Tom Vrhovnik; Town of Black Wolf, tax parcel no. 004-0497-03; to rezone from A-2 General Agriculture district to R-1 Rural Residential district
- Resolution Kewaunee County – "Requesting that the State Senate Convene in Extraordinary Session to Address 13 "Water Bills" Passed by the Wisconsin Assembly"
- Approval of October 20, 2020 Business Meeting and October 26, 27 & 28, 2020 Budget Meeting Proceedings
- County Executive's Report
- County Board Chairman's Report
- Mary Anne Mueller, Corporation Counsel; Chapter 980 Update

ZONING REPORTS & ORDINANCES

No zoning for this month.

RESOLUTIONS AND ORDINANCES

AMENDED (Postponed from October 20, 2020 County Board Meeting)

Ordinance No. 096-102020: Amend Section 11.08 of the General Code of Winnebago County: County Health Officer

Submitted by:

BOARD OF HEALTH

Vote required: Majority of Those Present

Resolution No. 098-112020: Disallow Claim of Bruce Abraham

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Vote required: Majority of Those Present

Resolution No. 099-112020: Disallow Claim of Andrew Kummerow

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Vote required: Majority of Those Present

Resolution No. 100-112020: Authorize the Winnebago County Sheriff's Department to Enter Into a 5-Year Contract with AT&T Global Services, an Affiliate of AT&T Corp, to Provide Maintenance for AT&T Purchased Equipment Including Replacement Hardware and Software; and Provided Services Including 911 Voice Maintenance, 911 Voice Warranty Services, and 911 Call Handling Equipment and Services

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Vote required: Two-Thirds of Membership

Resolution No. 101-112020: Authorize the Sheriff's Office to Accept a Wisconsin Public Service Foundation Grant in the Amount of \$2,000 to Replace Body Armor Plates

Submitted by:

JUDICIARY & PUBLIC SAFETY COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Vote required: Two-Thirds of Membership

Resolution No. 102-112020: Authorize a Transfer of \$21,000 from the Winnebago County Contingency Reserve Account, along with \$21,000 of Intergovernmental Revenue from Outagamie County to the University of Wisconsin Oshkosh – Fox Cities Campus's Professional Services Account to Conduct a Feasibility Study for the Redevelopment of the Student Development Center and Food Service Operations

Submitted by:

FACILITIES & PROPERTY MANAGEMENT COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Vote required: Two-Thirds of Membership

Resolution No. 103-112020: Authorize the Wittmann Regional Airport to Accept a CARES Act Grant from the Department of Transportation Bureau of Aeronautics In the Amount of \$69,000 to Offset Revenue Declines or Pay for Airport Operations or Maintenance Costs

Submitted by:

AVIATION COMMITTEE

PERSONNEL & FINANCE COMMITTEE

Vote required: Two-Thirds of Membership

Resolution No. 104-112020: Amend the Table of Organization for the Winnebago County Human Services Department to Add One Full-Time Division Manager – Administrative Services Position

Submitted by:

HUMAN SERVICES BOARD

PERSONNEL & FINANCE COMMITTEE

Vote required: Majority of Those Present

Resolution No. 105-112020: Ratifying Tentative Agreement with Winnebago County Deputies' Association for 2021 Through 2023

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Vote required: Two-Thirds of Membership

Resolution No. 106-112020: Establishing Compensation for the Winnebago County Executive

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Vote required: Majority of Those Present

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

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

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

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

**Regular Business Sessions
October 20, 2020**

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

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

**WINNEBAGO COUNTY BOARD OF SUPERVISORS MEETING
TUESDAY, OCTOBER 20, 2020**

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

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

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

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

PUBLIC HEARING

Thirty-six people spoke in opposition of Ordinance No. 096-102020: Amend Section 11.08 of the General Code of Winnebago County: County Health Officer.

Five people spoke in support of Ordinance No. 096-102020: Amend Section 11.08 of the General Code of Winnebago County: County Health Officer.

Ten people spoke in opposition of Resolution No. 097-102020: Allow Additional Hazard Pay in the Form of One-Time Bonuses to Winnebago County Regular Employees to be Funded from the Undesignated General Fund Balance.

COMMUNICATIONS and PETITIONS

- Correspondence
 - Thank you note from Supervisor Bob Warnke
 - Notice of Claim:
 - Notice of Claim from Bruce Abraham for damages to his vehicle caused by recently painted road lines by the County Highway Department on Leonard's Point Road was referred to the Personnel & Finance Committee.
 - Notice of Claim from Andrew Kummerow for \$3,500.00 damage to his vehicle caused by an accident that occurred on August 7, 2020 was referred to the Personnel & Finance Committee.
 - Resolution from other counties:
 - Brown County – "Requesting that the State Senate Convene to Address 13 "Water Bills" Passed by the State Assembly" was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 43, 47, 48-2020-21 – "Approve Entering into an Agreement with Brown and Winnebago Counties for Solid Waste Disposal..." was referred to the Legislative Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

No reports from Committee, Commissions or Boards.

Motion by Supervisor Defferding and seconded by Supervisor Binder to approve the proceedings from the September 1, 2020 special orders meeting and the September 15, 2020 business meeting. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Harris announced that Park View Health Center was voted the number one nursing home in Wisconsin. He congratulated the entire staff at Park View.

Executive Harris commented on Resolution No. 095-102020 – "Awarding the Sale of \$11,500,000 General Obligation Promissory Notes". The board will receive a report from Baird and Associates regarding the interest rate. Winnebago County was awarded the lowest interest rate that they have ever received. The County will be calling in two other bonds because of this low rate.

Executive Harris spoke in regard to Resolution No. 097-102020 - "Allow Additional Hazard Pay in the Form of One-Time Bonuses to Winnebago County Regular Employees to be Funded from the Undesignated General Fund Balance". This is a controversial issue. He feels that a hazard pay bonus would be better than a raise, raises are recurring and affected by levy freezes.

Executive Harris commented on Resolution No. 096-102020 – "Amend Section 11.08 of the General Code of Winnebago County: County Health Officer". The power given to a health officer is extremely broad. The power was granted by the State by State Statute. The County has no power to expand those powers or limit them unless the County has updated their County Codes.

COUNTY EXECUTIVE'S APPOINTMENTS

Winnebago County Land Records Council

Executive Mark Harris, asked for the Board's approval of his re-appointments of Natalie Strohmeier, Register of Deeds; Jerry Bougie, County Land Information Officer; Supervisor Robert Keller; Mary Krueger, County Treasurer; Linda Kollmann, Emergency Management; Paul Schmidt, member at large; Liz Nichols, Property Tax Lister; Jim Smith, member at large; Mark Zuege, Member at Large to the Winnebago County Land Records Council. These are three-year terms which will expire May 31, 2023. Motion by Supervisor Lenz and seconded by Supervisor Norton to accept. CARRIED BY VOICE VOTE.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos noted that the County Board Budget meetings will start on Monday, October 26, 2020 at 6:00 p.m. The meetings will be virtually by ZOOM. The budget meeting will resume at 8:30 a.m. on Tuesday, October 27, 2020. Any amendments to the budget need to be presented to the Finance Department by 10:00 a.m. on Wednesday, October 28, 2020. All amendments will be posted on the County's website by 2:00 p.m. on Wednesday. The Board will reconvene at 4:00 p.m. to complete the 2021 budget.

Chairman Ramos commented on the complaints regarding access to virtual meetings. The meetings are a challenge to facilitate and reported that there were 301 people that attended this meeting via ZOOM.

COUNTY CHAIRMAN'S APPOINTMENTS

County Board Supervisor District 27

County Board Chairman, Shiloh Ramos, asked for the Board's approval of his appointment of Morris Cox, 2150 Deer Prairie Drive, Neenah to Supervisor District 27. Mr. Cox will complete the unexpired term of Jim Wise who resigned from the board. Mr. Cox's term will begin immediately and end on April 19, 2022. Motion by Supervisor Farrey and seconded by Supervisor Brunn to accept. CARRIED BY VOICE VOTE.

Information Systems Committee

County Board Chairman, Shiloh Ramos, asked for the Board's approval of his re-appointment of Patrick Brennand, 229 North 9th Avenue, Winneconne to the Information Systems Committee. This is a two-year term that will expire on June 30, 2022. Motion by Supervisor Lenz and seconded by Supervisor Powers to accept. CARRIED BY VOICE VOTE.

ZONING REPORTS AND ORDINANCES

- Report No. 001: Carol Lanzerotti, Jeffery Miller and Lynn A. Miller – Town of Wolf River. Motion by Supervisor Joas and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 100120 – Rezoning from A-2 General Agriculture to R-1 Rural Residential for tax parcel nos. 032-0184-02 & 032-0184-03. Motion by Supervisor Joas and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Report No. 002: Judith Domer – Town of Black Wolf. Motion by Supervisor Keller and seconded by Supervisor Defferding to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 100220 – Rezoning from R-1 Rural Residential to R-3 Suburban Medium Density Residential for tax parcel no. 004-0039-03. Motion by Supervisor Keller and seconded by Supervisor Defferding to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Report No. 003: Judith and Robert Felberg – Town of Winneconne. Motion by Supervisor Snider and seconded by Supervisor Buck to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 100320 – Rezoning from R-1/A-2 Rural Residential / General Agriculture to A-2 General Agriculture for tax parcel no. 030-0337-01. Motion by Supervisor Snider and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Report No. 004: Komai B Mehta Trust and Brent H. Walker Trust – Town of Oshkosh. Motion by Supervisor Gabert and seconded by Supervisor Finch to accept. CARRIED BY VOICE VOTE.
 - Amendatory Ordinance No. 100420 – Rezoning from R-2 Suburban Low Density Residential to A-2 General Agriculture for tax parcel no. 018-0551. Motion by Supervisor Gabert and seconded by Supervisor Ellis to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Amendatory Ordinance 10/05/20: Bayland Building, Inc. – Town of Oshkosh – Rezoning from B-3 General Business District to M-1 Light Industrial District for tax parcel nos. 018-0112-01 & 018-0112-02. Motion by Supervisor Gabert and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Amendatory Ordinance 10/06/20: Michael Yost & Penny Brazee – Town of Clayton – Rezoning from R-1 Rural Residential District to A-2 General Agricultural District for tax parcel no. 006-0793. Motion by Supervisor Farrey and seconded by Supervisor Buck to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)
- Amendatory Ordinance 10/07/20: Carl Rasmussen – Town of Clayton – Rezoning from A-2 General Agricultural District to R-1 Rural Residential District for tax parcel no. 006-0243. Motion by Supervisor Joas and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)

- Amendatory Ordinance 10/08/20: Robert and Janice Schommer – Town of Clayton – Rezoning from A-2 General Agricultural District to R-1 Rural Residential District for tax parcel no. 006-0664-01. Motion by Supervisor Youngquist and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: October 26, 2020)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 090-102020: Commendation for Barbara Sheldon

WHEREAS, Barbara Sheldon has been employed with the Winnebago County Public Health Department for the past thirty-six (36) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 091-102020: Commendation for Patti Strasser

WHEREAS, Patti Strasser has been employed with the Winnebago County Child Support Agency for the past twenty-six (26) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 092-102020: Commendation for Pam Weber

WHEREAS, Pam Weber has been employed with the Winnebago County Department of Human Services for the past forty (40) years, and during that time has been a most conscientious and devoted County employee; and

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

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

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

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 093-102020: Disallow Claim of WE Energies (August 12, 2019)

WHEREAS, your Personnel and Finance Committee has had the claim of WE Energies (August 12, 2019) referred to it for review; and

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of WE Energies (August 12, 2019), filed with the County Clerk on September 3, 2020, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

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

RESOLUTION NO. 094-102020: Request Authority to Apply to the Department of Natural Resources for Funds to Reestablish Sections of Stream Bank at the Waukau Creek Dam Facility and to Commit Such Funds As May Be Made Available Towards the Restoration Project

WHEREAS, heavy rains during Fall 2019 triggered erosion issues along several areas of stream bank at the Waukau Creek Dam facility; and

WHEREAS, the annual County Conservation Aids (CCA) Grant Program administered by the Wisconsin Department of Natural Resources (WDNR) provides grants to all counties within the State of Wisconsin its cost share for fish and wildlife habitat projects, including stream bank restoration; and

WHEREAS, the Parks and Recreation Committee believes that it would be prudent to take advantage of the \$1,308 made available to Winnebago County through the CCA program to match the \$1,308 in funding available in the Parks Grounds Maintenance Account; and

WHEREAS, additional funding of \$1,192 may be made available dependent upon other counties not taking advantage of the CCA program. Said unclaimed monies are divided equally to counties requesting additional funding; and

WHEREAS, it is necessary that the Winnebago County Executive and the Winnebago County Clerk be granted the authority to apply for said funds.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Executive and the Winnebago County Clerk to apply to the Wisconsin Department of Natural Resources, on behalf of Winnebago County, for any of the aforementioned financial aid that may be available for the restoration of the stream bank at Waukau Creek Dam.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby approves accepting additional funding from the Wisconsin Department of Natural Resources that may become available dependent upon other counties not taking advantage of the CCA program, to be committed towards the restoration of the stream bank at Waukau Creek Dam.

Submitted by:
THOMAS KONETZKE, District 1
MICHAEL NORTON, District 20
STEVEN BINDER, District 13
LARRY LAUTENSCHLAGER, District 19
DON NUSSBAUM, District 9
PARKS AND RECREATION COMMITTEE

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

RESOLUTION NO. 095-102020: Awarding the Sale of \$11,500,000 General Obligation Promissory Notes

WHEREAS, on September 15, 2020, the County Board of Supervisors of Winnebago County, Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the "Initial Resolution") authorizing the issuance of general obligation promissory notes (the "Notes") in an amount not to exceed \$11,500,000 for the public purpose of paying the cost of constructing, remodeling, demolishing and improving roads, highways, bridges, buildings and sites, including projects at the University of Oshkosh-Fox Cities campus and airport projects, and acquiring and installing furnishings, fixtures and equipment (collectively, the "Project"); and

WHEREAS, it is the finding of the County Board of Supervisors that it is necessary, desirable and in the best interest of the County to sell the Notes to Robert W. Baird & Co. Incorporated (the "Purchaser"), pursuant to the terms and conditions of its note purchase proposal attached hereto as Exhibit A and incorporated herein by this reference (the "Proposal").

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

Section 1. Sale of the Notes. For the purpose of paying the cost of the Project, there shall be borrowed pursuant to Section 67.12(12), Wisconsin Statutes, and the Initial Resolution, the principal sum of ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$11,500,000) from the Purchaser in accordance with the terms and conditions of the Proposal. The Proposal is hereby accepted and the Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to execute an acceptance of the Proposal on behalf of the County. To evidence the obligation of the County, the Chairperson and County Clerk are hereby authorized, empowered and directed to make, execute, issue and sell to the Purchaser for, on behalf of and in the name of the County, the Notes aggregating the principal amount of ELEVEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$11,500,000) for the sum set forth on the Proposal, plus accrued interest to the date of delivery.

Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory Notes"; shall be issued in the aggregate principal amount of \$11,500,000; shall be dated November 10, 2020; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit B-1 and incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2021. Interest shall be computed upon the basis of a 360-day year of twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service Schedule attached hereto as Exhibit B-2 and incorporated herein by this reference (the "Schedule").

Section 3. Redemption Provisions. The Notes maturing on April 1, 2027 and thereafter are subject to redemption prior to maturity, at the option of the County, on October 1, 2026 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the date of redemption.

If the Proposal specifies that any of the Notes are subject to mandatory redemption, the terms of such mandatory redemption shall be set forth on an attachment hereto as Exhibit MRP and incorporated herein by this reference. Upon the optional redemption of any of the Notes subject to mandatory redemption, the principal amount of such Notes so redeemed shall be credited against the mandatory redemption payments established in Exhibit MRP for such Notes in such manner as the County shall direct.

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

Section 5. Tax Provisions.

(A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct annual irrepealable tax in the years 2020 through 2029 for the payments due in the years 2021 through 2030 in the amounts set forth on the Schedule.

(B) Tax Collection. So long as any part of the principal of or interest on the Notes remains unpaid, the County shall be and continue without power to repeal such levy or obstruct the collection of said tax until all such payments have been made or provided for. After the issuance of the Notes, said tax shall be, from year to year, carried onto the tax roll of the County and collected in addition to all other taxes and in the same manner and at the same time as other taxes of the County for said years are collected, except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus money in the Debt Service Fund Account created below.

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

Section 6. Segregated Debt Service Fund Account.

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

Within the debt service fund, there hereby is established a separate and distinct account designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated November 10, 2020" (the "Debt Service Fund Account") and such account shall be maintained until the indebtedness evidenced by the Notes is fully paid or otherwise extinguished. There shall be deposited into the Debt Service Fund Account (i) all accrued interest received by the County at the time of delivery of and payment for the Notes; (ii) any premium which may be received by the County above the par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further deposits as may be required by Section 67.11, Wisconsin Statutes.

(B) Use and Investment. No money shall be withdrawn from the Debt Service Fund Account and appropriated for any purpose other than the payment of principal of and interest on the Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law; and (ii) any funds over and above the amount of such principal and interest payments on the Notes may

be used to reduce the next succeeding tax levy, or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the "Regulations").

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

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

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

Section 9. Compliance with Federal Tax Laws.

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

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

Section 10. Execution of the Notes; Closing; Professional Services. The Notes shall be issued in printed form, executed on behalf of the County by the manual or facsimile signatures of the Chairperson and County Clerk, authenticated, if required, by the Fiscal Agent (defined below), sealed with its official or corporate seal, if any, or a facsimile thereof, and delivered to the Purchaser upon payment to the County of the purchase price thereof, plus accrued interest to the date of delivery (the "Closing"). The facsimile signature of either of the officers executing the Notes may be imprinted on the Notes in lieu of the manual signature of the officer but, unless the County has contracted with a fiscal agent to authenticate the Notes, at least one of the signatures appearing on each Note shall be a manual signature. In the event that either of the officers whose signatures appear on the Notes shall cease to be such officers before the Closing, such signatures shall, nevertheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until the Closing. The aforesaid officers are hereby authorized and directed to do all acts and execute and deliver the Notes and all such documents, certificates and acknowledgements as may be necessary and convenient to effectuate the Closing. The County hereby authorizes the officers and agents of the County to enter into, on its behalf, agreements and contracts in conjunction with the Notes, including but not limited to agreements and contracts for legal, trust, fiscal agency, disclosure and continuing disclosure, and rebate calculation services. Any such contract heretofore entered into in conjunction with the issuance of the Notes is hereby ratified and approved in all respects.

Section 11. Payment of the Notes; Fiscal Agent. The principal of and interest on the Notes shall be paid by the County Clerk or the County Treasurer (the "Fiscal Agent").

Section 12. Persons Treated as Owners; Transfer of Notes. The County shall cause books for the registration and for the transfer of the Notes to be kept by the Fiscal Agent. The person in whose name any Note shall be registered shall be deemed and regarded as the absolute owner thereof for all purposes and payment of either principal or interest on any Note shall be made only to the registered owner thereof. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

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

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

Section 13. Record Date. The 15th day of the calendar month next preceding each interest payment date shall be the record date for the Notes (the "Record Date"). Payment of interest on the Notes on any interest payment date shall be made to the registered owners of the Notes as they appear on the registration book of the County at the close of business on the Record Date.

Section 14. Utilization of The Depository Trust Company Book-Entry-Only System. In order to make the Notes eligible for the services provided by The Depository Trust Company, New York, New York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of Representations, which the County Clerk or other authorized representative of the County is authorized and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket Issuer Letter of Representations is not presently on file in the County Clerk's office.

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

Section 16. Undertaking to Provide Continuing Disclosure. The County hereby covenants and agrees, for the benefit of the owners of the Notes, to enter into a written undertaking (the "Undertaking") if required by the Rule to provide continuing disclosure of certain financial information and operating data and timely notices of the occurrence of certain events in accordance with the Rule. The Undertaking shall be enforceable by the owners of the Notes or by the Purchaser on behalf of such owners (provided that the rights of the owners and the Purchaser to enforce the Undertaking shall be limited to a right to obtain specific performance of the obligations thereunder and any failure by the County to comply with the provisions of the Undertaking shall not be an event of default with respect to the Notes).

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

Section 17. Record Book. The County Clerk shall provide and keep the transcript of proceedings as a separate record book (the "Record Book") and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes in the Record Book.

Section 18. Bond Insurance. If the Purchaser determines to obtain municipal bond insurance with respect to the Notes, the officers of the County are authorized to take all actions necessary to obtain such municipal bond insurance. The Chairperson and County Clerk are authorized to agree to such additional provisions as the bond insurer may reasonably request and which are acceptable to the Chairperson and County Clerk including provisions regarding restrictions on investment of Note proceeds, the payment procedure under the municipal bond insurance policy, the rights of the bond insurer in the event of default and payment of the Notes by the bond insurer and notices to be given to the bond insurer. In addition, any reference required by the bond insurer to the municipal bond insurance policy shall be made in the form of Note provided herein.

Section 19. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the County Board of Supervisors or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict. In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof. The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Schorse to adopt.

Justin Fischer, Director of Public Finance for Baird & Associates spoke in regard to the interest rate. The rate that the County received is the lowest ever at 1.15%, prior lowest rate was 1.48%. Moody's gave Winnebago County a rating of AA1. The highest rating is AAA. To reach this level, the County would have to concentrate on the fund balance reserves and how they are being used. Because of the low interest rate, there is a savings of \$50,000.00 on interest cost. Mr. Fischer commended the County for paying close attention to their financial situation.

Vote on Resolution: CARRIED BY VOICE VOTE.

AMENDED

ORDINANCE NO. 096-102020: Amend Section 11.08 of the General Code of Winnebago County: County Health Officer

WHEREAS, in December 2019, a novel strain of the coronavirus was detected, now known as COVID-19, and it has spread throughout the world, including every state in the United States; and

WHEREAS, on January 30, 2020, the World Health Organization declared COVID-19 to be a Public Health Emergency of International Concern; and

WHEREAS, on March 12, 2020, the Governor of the State of Wisconsin declared a public health emergency in the State of Wisconsin in response to COVID-19; and

WHEREAS, on March 13, 2020, the President of the United States proclaimed a National Emergency in response to COVID-19; and

WHEREAS, on March 20, 2020, Winnebago County Executive Mark L. Harris, by proclamation, declared that a state of emergency exists in Winnebago County as a result of the COVID-19 pandemic consistent with §323.14(4)(a), Wis. Stats.; and

WHEREAS, on April 28, 2020, the Winnebago County Board of Supervisors, pursuant to §323.14(4)(b), Wis. Stats., ratified the March 20, 2020 Proclamation Declaring the Existence of a County Emergency issued by Winnebago County Executive Mark L. Harris; and

WHEREAS, millions of people around the world have tested positive for COVID-19, including more than 7 million individuals in the United States, more than 100,000 individuals in Wisconsin, and more than 4,400 individuals in Winnebago County; and

WHEREAS, COVID-19 is present in every county throughout the State of Wisconsin, including Winnebago County; and

WHEREAS, it is prudent to use all available tools to reasonably address communicable diseases, including COVID-19; and

WHEREAS, Chapter 252, Wis. Stats, "Communicable Diseases" outlines the duties and responsibilities of a public health officer related to communicable diseases (See Appendix A); and

WHEREAS, as required by Wis. Stats. 252.03(1) the Winnebago County Health Department investigated the circumstances of COVID-19 appearing locally and made a full report to the Winnebago County Board, the Board of Health, and the Wisconsin Department of Health Services; and

WHEREAS, §66.0113(1), Wis. Stats., states the County Board may by ordinance adopt and authorize the use of a citation for violations of ordinances, including ordinances for which a statutory counterpart exists (See Appendix B); and

WHEREAS, §66.0113(2), Wis. Stats, states that citations may be issued by law enforcement officers of Winnebago County and also that the County Board may designate by ordinance or resolution other county officials who may issue citations with respect to ordinances which are directly related to the official responsibilities of the officials. Further, the officials may delegate, with the approval of the County Board, the authority to employees/designees (See Appendix B); and

WHEREAS, §66.0119, Wis. Stats., provides in pertinent part, a local health officer may apply for, obtain, and execute a special inspection warrant (See Appendix B); and

WHEREAS, consistent with state statute, locally authorizing the Winnebago County Health Officer to take measures to prevent, suppress, and control COVID-19 in Winnebago County Health Department's jurisdiction, coupled with authorizing the Winnebago County Health Officer, his/her designees, and law enforcement to issue penalties for violating state and local laws designed to suppress communicable diseases, will help contain the impact of COVID-19 in Winnebago County.

NOW, THEREFORE, BE IT RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT HEREBY ACKNOWLEDGES AND ACCEPTS the duties, responsibilities, and enforcement mechanisms as outlined in Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., DHS 145.05 and 145.06, Wis. Admin. Code, and Section 25.04 of the General Code of Winnebago County (see Appendices A, B, C, D, and E), as the duties, responsibilities and enforcement mechanisms for its Public Health Officer.

BE IT FURTHER RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT HEREBY ORDAINS that Section 11.08: County Health Officer, of the General Code of Winnebago County is hereby amended and shall read as follows:

11.08 COUNTY HEALTH OFFICER

(1) APPOINTMENT:

(a) A County Health Officer possessing the qualifications set forth in §251.06, Wis. Stats. (1993), shall be appointed by the Winnebago County Executive pursuant to §59.17(2)(br) and §251.03(2), Wis. Stats., subject to confirmation by the Winnebago County Board of Supervisors. The County Health Officer shall serve at the pleasure of the County Executive.

(2) **PURPOSE:** The purpose of this subchapter is to promote and protect public health, safety, and general welfare.

(3) **AUTHORITY:** The authority for this subchapter is Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., DHS 145.05 and 145.06, Wis. Admin. Code, and Section 25.04 of the General Code of

Winnebago County, which are incorporated herein by reference as if fully set forth at length (See Appendices A, B, C, D, and E).

(4) DEFINITIONS:

(a) Individual Order: ~~This Order applies to a specific individual(s) or a specific entity(ies).~~ Any health order under this Ordinance applicable to a specific person, group of persons, or gathering spot that is deemed reasonable and necessary to prevent and suppress communicable disease.

(b) General Order: ~~This Order applies to the entire County or a portion of the County.~~ Any health order under this Ordinance that impacts the public at large that is deemed reasonable and necessary to prevent and suppress communicable disease. Any health order not deemed an Individual Order will be considered a General Order.

(5) DUTIES AND RESPONSIBILITIES: The duties and responsibilities as set forth in Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., and DHS 145.05 and 145.06, Wis. Admin. Code, shall be performed by the Winnebago County Health Officer, and he/she shall administer the policies, programs, and services of the Winnebago County Health Department. These duties are outlined in Appendices A, B, C, and D verbatim from Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., and DHS 145.05 and 145.06, Wis. Admin. Code, and are adopted as Public Health Officer Duties as part of this Ordinance.

(6) ORDERS:

(a) The Winnebago County Health Officer may issue orders for guarding against the introduction of any communicable disease into his or her jurisdiction, for the control and suppression of communicable diseases, for the quarantine and disinfection of persons, localities and things infected or suspected of being infected by a communicable disease and for the sanitary care of schools, public buildings, and other places.

(b) Any rule or order may be made applicable to the whole or any specified part of Winnebago County or to any vessel or other conveyance. Orders that are issued under the authority herein supersede conflicting or less stringent regulations, orders or ordinances.

(c) Under this Ordinance, no person may interfere with an investigation of any place or its occupants by the Winnebago County Health Officer or his/her designees.

(d) Orders will be identified as General Orders or Individual Orders as defined in the definitions section of this Ordinance and conform to the following:

1. Any individual Order and potential enforcement action must conform to DHS 145.05 and 145.06, Wis. Admin. Code, and §§66.0113 and 66.0119, Wis. Stats.

2. Any General Order must be based upon the duties, responsibilities, and powers as identified in Chapter 252, Wis. Stats., §251.06(3), Wis. Stats., and §§66.0113 and 66.0119, Wis. Stats. Any General Order is advisory only until reviewed and reaffirmed or revised and affirmed by the Winnebago County Board of Supervisors at its next regularly-scheduled meeting date or within 14 days, whichever is earlier. All general orders will specify a duration for the order and an expiration date, but will have a maximum duration of 60 days unless otherwise authorized by the County Board.

(7) COMPLIANCE:

(a) Written Orders: Compliance with this subchapter shall include compliance with written orders issued under this subchapter or state health laws by the Winnebago County Health Officer or his/her designees to abate and/or contain a communicable disease or to bring any other situation or condition in noncompliance with this subchapter into compliance.

(b) Noncompliance: Noncompliance with this subchapter and a written order from the Winnebago County Health Officer or his/her designees shall be cause for penalties pursuant to Paragraph (9), Violations and Penalties, below.

(8) ENFORCEMENT:

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

1. The nature of the violation and the steps needed to abate and/or correct the violation.

2. The time period in which the violation must be corrected and/or abated (usually 1 to 5 days or 10 to 30 days depending on the nature of the violation).

3. The penalty or penalties the violator will be subject to if the apparent violation is not abated and/or corrected within the given time period.

(b) Exceptions to Written Order: In cases where a violation poses an immediate human health threat as determined by the Winnebago County Health Officer or his/her designee, or in the case of repeated occurrences of the same violation by the same persons, actions specified in Paragraph 9, Violations and Penalties, below may be initiated immediately in accordance with Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., DHS 145.06, Wis. Admin. Code, and Section 25.04 of the General Code for Winnebago County.

(9) VIOLATIONS AND PENALTIES:

(a) Any person who violates or obstructs this Ordinance or an order of the Winnebago County Health Officer under Paragraph 6 (a), 6 (c), and 8 (a) above is subject to the following:

1. The issuance of a citation pursuant to Section 25.04 of the General Code of Winnebago County §66.0113, Wis. Stats, and §252.25, Wis. Stats. A citation hereunder may be issued by the Winnebago County Health Officer or Winnebago County Health Department jurisdiction law enforcement officers. Any citation arising from

enforcement on this Ordinance will utilize the Uniform Citation form set forth in §66.0113, Wis. Stats., (See Appendix E, B, and A).

2. A minimum forfeiture of \$100 to a maximum forfeiture of \$500 for each violation together with the costs of prosecution. (See Section 25.04 of the General Code of Winnebago County and §252.25, Wis. Stats.)

3. The issuance of a summons and complaint, and entry of a civil judgment for a forfeiture and injunctive (temporary and/or permanent) relief.

4. Suspension of any license or permit issued by the Winnebago County Health Department.

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

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

(10) SEVERABILITY: Should any portion of this Ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this Ordinance shall not be affected.

(11) EFFECTIVE DATE: This Ordinance shall become effective as of the date following the date of its publication.

Submitted by:
BOARD OF HEALTH

Motion by Supervisor Ramos and seconded by Supervisor Gordon to adopt.

Motion by Supervisor Ramos and seconded by Supervisor Powers to amend line 81 to read as follows: "Any general health order under this ordinance must not include a general work place shut down".

After discussion, Supervisor Farrey asked Supervisor Ramos to consider changing the wording from "must" to "shall". Supervisor Gordon agreed to the change. Vote on Supervisor Ramos' amendment with change of wording: CARRIED BY VOICE VOTE.

Motion by Supervisor Lenz and seconded by Supervisor Binder to remove lines 100 and 101 which state "Any individual Order and potential enforcement action must conform to DHS 145.05 and 145.06, Wis. Admin. Code, and §66.0113 and 66.0119, Wis. Stats." from the resolution; delete the words "or Individual Orders" from line 98; change line 102 from the number "2" to number "1". Supervisor Eisen requested a recorded vote on this issue.

After additional discussion, a motion was made by Supervisor Finch and seconded by Supervisor Eisen to postpone until the November business meeting of the Winnebago County Board. CARRIED BY VOICE VOTE.

RESOLUTION NO. 097-102020: Allow Additional Hazard Pay in the Form of One-Time Bonuses to Winnebago County Regular Employees to be Funded from the Undesignated General Fund Balance

WHEREAS, since the onset of the COVID-19 pandemic, extraordinary demands have been placed on Winnebago County regular employees; and

WHEREAS, as a result of the COVID-19 pandemic, Winnebago County regular employees have been working under very stressful conditions and have received no additional compensation for their work; and

WHEREAS, Winnebago County wishes to recognize the dedicated efforts of our regular employees by providing a one-time hazard payment of \$500 to full-time employees and \$250 to part-time employees in appreciation for their service; and

WHEREAS, Winnebago County may receive federal and state monies to partially reimburse funds for this expenditure.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes one-time hazard payment bonuses of \$500 to full-time regular employees and \$250 to part-time Winnebago County regular employees who have been so employed from March 17, 2020, through the date of passage of this Resolution.

Submitted by:
MICHAEL NORTON, District 20
STEVEN BINDER, District 13
KOBY SCHELLENGER, District 23
KAREN POWERS, District 25
LARRY LAUTENSCHLAGER, District 19
STEPHANIE SPELLMAN, District 10
ANDY BUCK, District 24

Motion by Supervisor Norton and seconded by Supervisor Snider to adopt.

After much discussion, motion by Supervisor Wingren and seconded by Supervisor Schellenger to call for the question. Vote on Call for the Question: AYES: 25; NAYES: 3 – Konetzke, Binder and Norton; ABSTAIN: 0; ABSENT/NOT RECORDED: 8 – Neuhoff, Albrecht, Wingren, Warnke, Locke, Cox, Finch and Ellis. CARRIED. VOTE ON RESOLUTION: AYES: 8 – Spellman, Binder, Gordon, Norton, Schellenger, Buck, Powers and Cox; NAYES: 22; ABSTAIN: 1 – Finch; ABSENT/NOT RECORDED: 5 – Neuhoff, Albrecht, Warnke, Locke and Ellis. FAILED.

Motion by Supervisor Albrecht and seconded by Supervisor Snider to adjourn until the October 26, 2020 budget meeting at 6:00 p.m. The meeting was adjourned at 11:10 p.m.

Submitted by:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held October 20, 2020.

Julie A. Barthels
Winnebago County Deputy Clerk

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

**ANNUAL BUDGET SESSION
October 26, 27 & 28, 2020**

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

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

**WINNEBAGO COUNTY BOARD
ANNUAL BUDGET SESSION
MONDAY, OCTOBER 26, TUESDAY, OCTOBER 27, and WEDNESDAY, OCTOBER 28, 2020**

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

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

The following Supervisors were present: 34 - Konetzke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 2 – Neuhoff and Bolante.

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

PUBLIC HEARING

Paul Eisen, 1807 Brighton Beach Road, Village of Fox Crossing, expressed concern regarding the 2021 Executive Budget. He would like to see two separate budgets proposed, a normal budget and a Covid19 Pandemic budget. He objects to the accounting process used to reconcile vacant positions. Mr. Eisen would like Dr. Bill Topel, Director of Human Services, to report on his intentions to address the issue of a decade of surplus levies.

Supervisor Binder voiced concern regarding the funding for vacant positions at the county.

REPORTS FROM COMMITTEES, COMISSIONS AND BOARDS

Supervisor Wingren commended Department heads of Winnebago County and the County Executive for their hard work and dedication for putting this budget together.

Supervisor Powers commended everyone involved in presenting the 2021 budget.

Supervisor Defferding gave an update on the reconstruction project of the Orin King Building basement. Date of completion should be around November 13, 2020. Upon completion, the Winnebago County Connect Program should be able to start.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Bolante is excused from this meeting.

Chairman Ramos thanked Executive Harris, the Finance Department, County Clerk's Office and the Information Systems Department and Corporation Counsel for assisting with the budget preparation process.

Chairman Ramos reported on the budget process for this year. The amendment process will be different this year. Amendments have to be turned in to the Finance Department by 10:00 a.m. on Wednesday, October 28, for review. The amendments will be reviewed by Corporation Counsel. The County Clerk's office will post the amendments to the County's website and e-mail all County Board Supervisors by 2:00 p.m. on Wednesday.

The meeting to vote on amendments and the budget for 2021 would start at 4:00 p.m. on Wednesday afternoon.

Resolution No. 098-102020: Adopt 2021 Annual Budget for Winnebago County

Submitted by:

PERSONNEL & FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Schorse to adopt.

County Executive Harris began his presentation of the 2021 Budget

COUNTY EXECUTIVE'S BUDGET PRESENTATION

County Executive Harris began his presentation with an overview of the 2021 budget. The budget total increases by 1.36%, from \$180,637,000 to \$183,099,000. The tax base has grown at a faster rate. The equalized rate will drop from 5.07 to 4.95, the lowest rate in decades.

Executive Harris spoke in regard to wages and fringes in the budget and how they are applied. The County budgets as if vacant positions were filled and as if that person has health insurance. If you don't allow for it in the budget and that position is then filled, there would be a shortage in the wages and fringes accounts and have to be filled from somewhere else in the budget.

Executive Harris stated that the General Reserve Fund can be compared to a savings account. It is somewhere to borrow money from to cover recurring expenses. Once you start, unless you draw on the general reserve fund every year, you would have to make changes to recurring expenses. If you don't, it could put you in a deficit position. State and

local governments have found themselves in trouble by falling into this practice.

Executive Harris commented on Workmen's Compensation and Property and Liability Insurance. By self-insuring, departments pay the workmen's compensation. If expenses are less, a surplus is built up. The build up is applied to subsequent years. The amount of surplus applied for 2020 was less, so the amount had to be increased.

Executive Harris began his presentation of each department's budget.

At approximately 7:40 p.m., a motion was made by Supervisor Albrecht and seconded by Supervisor Snider to adjourn until 8:30 a.m. on Tuesday, October 27, 2020. CARRIED BY VOICE VOTE.

ANNUAL BUDGET SESSION TUESDAY, OCTOBER 27, 2020

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 8:30 a.m. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

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

The following Supervisors were present: 33 - Konezke, Brunn, Borchert, Eisen, Ramos, Defferding, Lenz, Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas. Excused: 3 – Neuhoff, Bolante, and Youngquist.

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

PUBLIC HEARING

No one from the public addressed the board.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Karen Powers commented on the budget for the Winnebago County Fair, Department Heads and the Human Services Department's budget.

Supervisor Steve Binder supported the budget for the Winnebago County Fair and commended the job that the Board of Directors is doing to keep the fair running.

Supervisor Snider spoke in support of the budget for the Winnebago County Fair.

Supervisor Albrecht reported that the East Central Planning Commission is under new leadership and doing very well.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos announced that the Wisconsin Counties Association dues are unchanged from last year. They are based on population.

Chairman Ramos reminded the board of the budget process for today, Tuesday, October 27 and tomorrow, October 28. He went over the process for submitting amendments to the budget.

2020 BUDGET PRESENTATION

Executive Harris completed his presentation of the 2021 budget.

Chairman Ramos reminded the board of the rules regarding "walking quorums" and how they will pertain to this year's budget.

At approximately 12:28 p.m., a motion was made by Supervisor Albrecht and seconded by Supervisor Snider to adjourn until 4:00 p.m. on Wednesday, October 28, 2020. CARRIED BY VOICE VOTE.

ANNUAL BUDGET SESSION WEDNESDAY, OCTOBER 28, 2020

Chairman Shiloh Ramos called the Virtual ZOOM meeting of the Winnebago County Board of Supervisors to order at 4:00 p.m. from the Winnebago County Administration Building at 112 Otter Avenue, Oshkosh, Wisconsin.

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

The following Supervisors were present: 3 - Konezke, Brunn, Borchart, Eisen, Ramos, Defferding, Lenz,

Nussbaum, Spellman, Albrecht, Gabert, Binder, Konrad, Schorse, Gordon, Wingren, Lautenschlager, Norton, Warnke, Zellmer, Schellenger, Buck, Powers, Locke, Cox, Finch, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Joas.
Excused: 3 – Neuhoff, Bolante and Youngquist.

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

PUBLIC HEARING

Dr. Bill Topel, Director of Human Services spoke in opposition of Amendment No. 2020003: " Remove \$1,500,000 from the Department of Human Services Overall Budget". He explained how this would directly affect the tax levy and his budget.

Supervisor Paul Eisen spoke on the following issues:

- in opposition of the entire 2021 Winnebago County Budget as amended. He voiced concern that there should be two versions of the budget; one reflecting the effects of the Covid19 virus, and one without the virus.
- in regard to the increase to the wages and fringes benefits and the wage and fringe turnover savings.
- in opposition to the Human Services budget and the surplus that occurs every year.
- in regard to the surplus in the general fund.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

No reports for this meeting.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Ramos reported that Supervisor Defferding would be late to this meeting. Supervisors Bolante and Neuhoff are excused from this meeting.

Chairman Ramos stated that this meeting is for the 2021 Winnebago County Budget. There are four amendments to be voted on at this meeting. If they pass, they will be added to the budget. If they do not pass, they would not be added. At the end of the meeting, a vote will be taken to adopt the 2021 Winnebago County Executive Budget.

AMENDMENTS AND RESOLUTION

RESOLUTION NUMBER: 098-102020

AMENDMENT NUMBER: (2020001)

AMENDMENT: Add \$50,000 to the Parks Budget for the Preparation of Land for the Natural Way Entranceway Arbor and Signage

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2021 Winnebago County General Budget so as to add delete \$50,000 to the 2021 budget of the Parks Department:

Division/Department # <u>065</u>	Object # <u>58000</u>	Amount \$ <u>50,000</u> , on	Page <u>481</u>
Division/Department # _____	Object # _____	Amount \$ _____, on	Page _____
Division/Department # _____	Object # _____	Amount \$ _____, on	Page _____
Division/Department # _____	Object # _____	Amount \$ _____, on	Page _____

of the 2021 Winnebago County Budget. To continue making progress in development of the Community Park Natural Way, it is necessary that the Parks Department remediate a number of infrastructure problems within the Natural Way that pose impediments. Chief among the infrastructure problems is the spalling and stoplog issues inherent with the Pont #1 dam structure. In addition, erosion occurring along the Pond #2 shoreline threatens to compromise the integrity of the adjacent walking path. In both cases, in-house resources, together with planting and subsequent propagation of aquatic plants, will be used as the means to address these problems.

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

Submitted by:
STEVEN BINDER, District 13

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

RESOLUTION NUMBER: 098-102020

AMENDMENT NUMBER: 2020002

AMENDMENT: Add \$250,000 to the Salary Contingency Account in the Miscellaneous Unclassified Department to Increase the 2021 Merit Pool Pay

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2021 Winnebago County General Budget so as to add delete \$ 250,000 to the 2021 budget of the Miscellaneous Unclassified Department:

Division/Department # <u>039</u>	Object # <u>59503</u>	Amount \$ <u>250,000</u> , on Page <u>558</u> .
Division/Department # _____	Object # _____	Amount \$ _____, on Page _____.
Division/Department # _____	Object # _____	Amount \$ _____, on Page _____.
Division/Department # _____	Object # _____	Amount \$ _____, on Page _____.

of the 2021 Winnebago County Budget, for the purpose of increasing the overall merit pool by \$215,387, for a total merit pay pool of \$1,045,793, to better separate the performance evaluation categories. The increase of \$250,000 to the salary contingency account consists of \$215,387 in wages and \$34,613 in wage-related fringe benefits, which can be later distributed by the Personnel & Finance Committee to operating departments that otherwise would run low on labor budgets due to the higher merit raises.

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

Submitted by:
JOEL RASMUSSEN, District 3
VICKI SCHORSE, District 15

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

RESOLUTION NUMBER: 098-102020

AMENDMENT NUMBER: 2020003

AMENDMENT: Remove \$1,500,000 from the Department of Human Services Overall Budget

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2021 Winnebago County General Budget so as to add delete \$ 1,500,000 from the 2021 budget of the Human Services Department:

Division/Department # <u>200</u>	Object # <u>51150</u>	REDUCE	Amount <u>\$165,000</u> ,	on Page <u>387</u>
Division/Department # <u>200</u>	Object # <u>51250</u>	REDUCE	Amount <u>\$129,060</u> ,	on Page <u>387</u>
Division/Department # <u>200</u>	Object # <u>55000</u>	REDUCE	Amount <u>\$25,000</u> ,	on Page <u>392</u>
Division/Department # <u>200</u>	Object # <u>55025</u>	REDUCE	Amount <u>\$100,000</u> ,	on Page <u>392</u>
Division/Department # <u>200</u>	Object # <u>55062</u>	REDUCE	Amount <u>\$90,000</u> ,	on Page <u>392</u>
Division/Department # <u>200</u>	Object # <u>55065</u>	REDUCE	Amount <u>\$100,000</u> ,	on Page <u>392</u>
Division/Department # <u>200</u>	Object # <u>55071</u>	REDUCE	Amount <u>\$100,000</u> ,	on Page <u>392</u>
Division/Department # <u>200</u>	Object # <u>42102</u>	INCREASE	Amount <u>\$250,000</u> ,	on Page <u>383</u>
Division/Department # <u>200</u>	Object # <u>42112</u>	INCREASE	Amount <u>\$183,420</u> ,	on Page <u>383</u>
Division/Department # <u>200</u>	Object # <u>42168</u>	INCREASE	Amount <u>\$277,520</u> ,	on Page <u>384</u>
Division/Department # <u>200</u>	Object # <u>42226</u>	INCREASE	Amount <u>\$80,000</u> ,	on Page <u>385</u>

of the 2021 Winnebago County Budget, for the purpose of providing a more accurate budget to reflect the past 5-year trends of large surpluses (Average of past 5 years - \$2.6 million).

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the amended reduction in expense and increase in revenue shall be offset by a(n) increase reduction to the General Fund Undesignated Fund Balance, thus applying less General Fund Undesignated Fund Balance to balance the budget.

Submitted by:
JOEL RASMUSSEN, District 31

Motion by Supervisor Rasmussen and seconded by Supervisor Farrey to approve.

Vote on Amendment: AYES: 10 - Konetzke, Brunn, Eisen, Defferding, Nussbaum, Albrecht, Schorse, Cox, Farrey and Rasmussen; NAYES: 23; ABSTAIN: 0; ABSENT: 3 – Neuhoff, Bolante and Youngquist. FAILED.

RESOLUTION NUMBER: 098-102020

AMENDMENT NUMBER: 2020004

AMENDMENT: Expend \$2,865,000 of the General Fund Balance to Pay in Full the Outstanding Principal of the Callable 2012C and 2014A Bond Issues

BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby amends the 2021 Winnebago County General Budget so as to add delete \$ 2,865,000 to the Debt Service Fund:

Division/Department # 300 Object # 57000 Amount \$ 2,865,000 on Page 566.
of the 2021 Winnebago County Budget, for the purpose of paying in full the outstanding principal for the 2012C Bond Issue (\$1,515,000) and the 2014A Bond Issue (\$1,350,000).

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

Submitted by:
CHUCK FARREY, District 30

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

RESOLUTION NO. 098-102020: Adopt 2021 Annual Budget for Winnebago County

BE IT RESOLVED by the Winnebago County Board of Supervisors that the 2021 Annual County Budget, a copy of which is incorporated herein by reference, be and same is hereby adopted.

Submitted by:
PERSONNEL & FINANCE COMMITTEE

Chairman Ramos called for the vote on Resolution No. 098-102020.

Motion by Supervisor Rasmussen and seconded by Supervisor Schorse, to adopt Resolution No. 098-102020 as amended.

Ayes: 33. Nays: 0. Absent: 3 – Neuhoff, Bolante and Youngquist. CARRIED.

Motion by Supervisor Albrecht and seconded by Supervisor Konezke, to adjourn until November 17, 2020. CARRIED BY VOICE VOTE. The meeting was adjourned at 6:02 p.m.

Respectfully submitted:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their budget hearings held October 26, 27 & 28, 2020.

Julie A. Barthels
Winnebago County Deputy Clerk

4 **ORDINANCE: Amend Section 11.08 of the General Code of Winnebago County: County**
5 **Health Officer**
6
7

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

9 **WHEREAS**, in December 2019, a novel strain of the coronavirus was detected, now known as COVID-
10 19, and it has spread throughout the world, including every state in the United States; and

11 **WHEREAS**, on January 30, 2020, the World Health Organization declared COVID-19 to be a Public
12 Health Emergency of International Concern; and

13 **WHEREAS**, on March 12, 2020, the Governor of the State of Wisconsin declared a public health
14 emergency in the State of Wisconsin in response to COVID-19; and

15 **WHEREAS**, on March 13, 2020, the President of the United States proclaimed a National Emergency in
16 response to COVID-19; and

17 **WHEREAS**, on March 20, 2020, Winnebago County Executive Mark L. Harris, by proclamation, declared
18 that a state of emergency exists in Winnebago County as a result of the COVID-19 pandemic consistent with
19 §323.14(4)(a), Wis. Stats.; and

20 **WHEREAS**, on April 28, 2020, the Winnebago County Board of Supervisors, pursuant to §323.14(4)(b),
21 Wis. Stats., ratified the March 20, 2020 Proclamation Declaring the Existence of a County Emergency issued by
22 Winnebago County Executive Mark L. Harris; and

23 **WHEREAS**, millions of people around the world have tested positive for COVID-19, including more than
24 7 million individuals in the United States, more than 100,000 individuals in Wisconsin, and more than 4,400
25 individuals in Winnebago County; and

26 **WHEREAS**, COVID-19 is present in every county throughout the State of Wisconsin, including
27 Winnebago County; and

28 **WHEREAS**, it is prudent to use all available tools to reasonably address communicable diseases,
29 including COVID-19; and

30 **WHEREAS**, Chapter 252, Wis. Stats, "Communicable Diseases" outlines the duties and responsibilities
31 of a public health officer related to communicable diseases (See Appendix A); and

32 **WHEREAS**, as required by Wis. Stats. 252.03(1) the Winnebago County Health Department investigated
33 the circumstances of COVID-19 appearing locally and made a full report to the Winnebago County Board, the
34 Board of Health, and the Wisconsin Department of Health Services; and

35 **WHEREAS**, §66.0113(1), Wis. Stats., states the County Board may by ordinance adopt and authorize
36 the use of a citation for violations of ordinances, including ordinances for which a statutory counterpart exists
37 (See Appendix B); and

38 **WHEREAS**, §66.0113(2), Wis. Stats, states that citations may be issued by law enforcement officers of
39 Winnebago County and also that the County Board may designate by ordinance or resolution other county
40 officials who may issue citations with respect to ordinances which are directly related to the official
41 responsibilities of the officials. Further, the officials may delegate, with the approval of the County Board, the
42 authority to employees/designees (See Appendix B); and

43 **WHEREAS**, §66.0119, Wis. Stats., provides in pertinent part, a local health officer may apply for, obtain,
44 and execute a special inspection warrant (See Appendix B); and

45 **WHEREAS**, consistent with state statute, locally authorizing the Winnebago County Health Officer to
46 take measures to prevent, suppress, and control COVID-19 in Winnebago County Health Department's
47 jurisdiction, coupled with authorizing the Winnebago County Health Officer, his/her designees, and law
48 enforcement to issue penalties for violating state and local laws designed to suppress communicable diseases,
49 will help contain the impact of COVID-19 in Winnebago County.

50 **NOW, THEREFORE, BE IT RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS**
51 **THAT IT HEREBY ACKNOWLEDGES AND ACCEPTS** the duties, responsibilities, and enforcement
52 mechanisms as outlined in Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis.
53 Stats., DHS 145.05 and 145.06, Wis. Admin. Code, and Section 25.04 of the General Code of Winnebago
54 County (see Appendices A, B, C, D, and E), as the duties, responsibilities and enforcement mechanisms for its
55 Public Health Officer.
56

57 **BE IT FURTHER RESOLVED BY THE WINNEBAGO COUNTY BOARD OF SUPERVISORS THAT IT**
58 **HEREBY ORDAINS** that Section 11.08: County Health Officer, of the General Code of Winnebago County is
59 hereby amended and shall read as follows:
60

61 **11.08 COUNTY HEALTH OFFICER**
62

63 (1) **APPOINTMENT:**

64 (a) A County Health Officer possessing the qualifications set forth in §251.06, Wis. Stats. (1993), shall be
65 appointed by the Winnebago County Executive pursuant to §59.17(2)(br) and §251.03(2), Wis. Stats., subject to
66 confirmation by the Winnebago County Board of Supervisors. The County Health Officer shall serve at the pleasure
67 of the County Executive.

68 (2) **PURPOSE:** The purpose of this subchapter is to promote and protect public health, safety, and general
69 welfare.

70 (3) **AUTHORITY:** The authority for this subchapter is Chapter 252, Wis. Stats.; §§66.0113 and 66.0119,
71 Wis. Stats., §251.06(3), Wis. Stats., DHS 145.05 and 145.06, Wis. Admin. Code, and Section 25.04 of the
72 General Code of Winnebago County, which are incorporated herein by reference as if fully set forth at length
73 (See Appendices A, B, C, D, and E).

74 (4) **DEFINITIONS:**

75 (a) **Individual Order:** ~~This Order applies to a specific individual(s) or a specific entity(ies).~~ **Any health**
76 **order under this Ordinance applicable to a specific person, group of persons, or gathering spot that is**
77 **deemed reasonable and necessary to prevent and suppress communicable disease.**

78 (b) **General Order:** ~~This Order applies to the entire County or a portion of the County.~~ **Any health order**
79 **under this Ordinance that impacts the public at large that is deemed reasonable and necessary to**
80 **prevent and suppress communicable disease. Any health order not deemed an Individual Order will be**
81 **considered a General Order. Any general health order under this Ordinance shall not include a general**
82 **workplace shutdown.**

83 (5) **DUTIES AND RESPONSIBILITIES:** The duties and responsibilities as set forth in Chapter 252, Wis. Stats.;
84 §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., and DHS 145.05 and 145.06, Wis. Admin. Code,

85 shall be performed by the Winnebago County Health Officer, and he/she shall administer the policies, programs, and
86 services of the Winnebago County Health Department. These duties are outlined in Appendices A, B, C, and D
87 verbatim from Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats., §251.06(3), Wis. Stats., and DHS
88 145.05 and 145.06, Wis. Admin. Code, and are adopted as Public Health Officer Duties as part of this Ordinance.

89 (6) **ORDERS:**

90 (a) The Winnebago County Health Officer may issue orders for guarding against the introduction of any
91 communicable disease into his or her jurisdiction, for the control and suppression of communicable diseases, for
92 the quarantine and disinfection of persons, localities and things infected or suspected of being infected by a
93 communicable disease and for the sanitary care of schools, public buildings, and other places.

94 (b) Any rule or order may be made applicable to the whole or any specified part of Winnebago County or
95 to any vessel or other conveyance. Orders that are issued under the authority herein supersede conflicting or
96 less stringent regulations, orders or ordinances.

97 (c) Under this Ordinance, no person may interfere with an investigation of any place or its occupants by
98 the Winnebago County Health Officer or his/her designees.

99 (d) Orders will be identified as General Orders or Individual Orders as defined in the definitions section
100 of this Ordinance and conform to the following:

101 1. Any individual Order and potential enforcement action must conform to DHS 145.05 and 145.06,
102 Wis. Admin. Code, and §§66.0113 and 66.0119, Wis. Stats.

103 2. Any General Order must be based upon the duties, responsibilities, and powers as identified in
104 Chapter 252, Wis. Stats., §251.06(3), Wis. Stats., and §§66.0113 and 66.0119, Wis. Stats. Any General Order is
105 advisory only until reviewed and reaffirmed or revised and affirmed by the Winnebago County Board of
106 Supervisors at its next regularly-scheduled meeting date or within 14 days, whichever is earlier. All general
107 orders will specify a duration for the order and an expiration date, but will have a maximum duration of 60 days
108 unless otherwise authorized by the County Board.

109 (7) **COMPLIANCE:**

110 (a) Written Orders: Compliance with this subchapter shall include compliance with written orders issued
111 under this subchapter or state health laws by the Winnebago County Health Officer or his/her designees to abate
112 and/or contain a communicable disease or to bring any other situation or condition in noncompliance with this
113 subchapter into compliance.

114 (b) Noncompliance: Noncompliance with this subchapter and a written order from the Winnebago
115 County Health Officer or his/her designees shall be cause for penalties pursuant to Paragraph (9), Violations and
116 Penalties, below.

117 (8) **ENFORCEMENT:**

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

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

126 (b) Exceptions to Written Order: In cases where a violation poses an immediate human health threat as
127 determined by the Winnebago County Health Officer or his/her designee, or in the case of repeated occurrences
128 of the same violation by the same persons, actions specified in Paragraph 9, Violations and Penalties, below
129 may be initiated immediately in accordance with Chapter 252, Wis. Stats.; §§66.0113 and 66.0119, Wis. Stats.,
130 DHS 145.06, Wis. Admin. Code, and Section 25.04 of the General Code for Winnebago County.

131 (9) **VIOLATIONS AND PENALTIES**:

132 (a) Any person who violates or obstructs this Ordinance or an order of the Winnebago County Health
133 Officer under Paragraph 6 (a), 6 (c), and 8 (a) above is subject to the following:

134 1. The issuance of a citation pursuant to Section 25.04 of the General Code of Winnebago County
135 §66.0113, Wis. Stats, and §252.25, Wis. Stats. A citation hereunder may be issued by the Winnebago County
136 Health Officer or Winnebago County Health Department jurisdiction law enforcement officers. Any citation
137 arising from enforcement on this Ordinance will utilize the Uniform Citation form set forth in §66.0113, Wis Stats.,
138 (See Appendix E, B, and A).

139 2. A minimum forfeiture of \$100 to a maximum forfeiture of \$500 for each violation together with the
140 costs of prosecution. (See Section 25.04 of the General Code of Winnebago County and §252.25, Wis. Stats.)

141 3. The issuance of a summons and complaint, and entry of a civil judgment for a forfeiture and
142 injunctive (temporary and/or permanent) relief.

143 4. Suspension of any license or permit issued by the Winnebago County Health Department.

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

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

148 (10) **SEVERABILITY**: Should any portion of this Ordinance be declared unconstitutional or invalid by a court
149 of competent jurisdiction, the remainder of this Ordinance shall not be affected.

150 (11) **EFFECTIVE DATE**: This Ordinance shall become effective as of the date following the date of its
151 publication.

152 Respectfully submitted by:

153 **BOARD OF HEALTH**

154 Committee Vote: **7-1**

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

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

159 _____
160 Mark L Harris
161 Winnebago County Executive



Winnebago County
Office of the County Clerk

The Wave of the Future

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

NOTICE OF CLAIM

DATE: September 18, 2020

TO: Doug Petraszak, Linda Staffaroni and Joan Lowe

FROM: Sue Ertmer

RE: Claim from Bruce Abraham for damage to his vehicle caused by road lines that had be recently painted by the county's Highway Department on Leonard's Point Road

Bruce Abraham's claim for damages to his vehicle will be presented to the county board at their October 20, 2020 meeting.

attachments

Ertmer, Sue

From: Petraszak, Doug
Sent: Thursday, September 17, 2020 4:12 PM
To: Ertmer, Sue
Subject: FW: Message of Concern Surrounding Vehicle Damage from County Road Line Painting from Bruce Abraham

Sue,
Here is a notice of claim.

Doug Petraszak
Assistant Finance Director
Winnebago County
920-232-3448

From: County Exec
Sent: Thursday, September 17, 2020 4:07 PM
To: Petraszak, Doug <DPetraszak@co.winnebago.wi.us>
Subject: FW: Message of Concern Surrounding Vehicle Damage from County Road Line Painting from Bruce Abraham

Doug:

Mark asked that I forward this matter to you regarding an insurance claim.

Thanks,

John
From: Bruce Abraham <wiscorpio53@yahoo.com>
Sent: Wednesday, September 16, 2020 12:00 PM
To: County Exec <CExec@co.winnebago.wi.us>
Subject: Message of Concern Surrounding Vehicle Damage from County Road Line Painting from Bruce Abraham

Hi, Mark. I hope all is well with you, Susan, and family. All is well here in these pandemic times.

I am writing concerning a bad incident I encountered yesterday while departing from home on Amy Jo Dr onto Leonard's Point Road.

I left home around 10:45 - 10:50am on Tuesday to run a few errands. Upon stopping at the first place, I was horrified when I got out of my truck..yellow paint splatters...some extremely thick, in the wheelwells on the wheelwell covers, on the tires, on the corner of the rear bumper, on the driver's side mirror, on the doors, on the running board and brackets..quite a mess. Well..I hurriedly retraced my path and ended up on Leonard's Point Rd near the Algoma township line. I stopped, around 11:35am..approached a Winnebago County pickup truck, that stopped as I was waving my arms approaching it from behind. I asked the person, Jay Miller, who was in charge of the painting and he replied he was. I explained my truck damage, but declined my offer to look at it by saying "I'm sure it is yellow" and that they had been done painting that area an hour ago. I explained, if that was the case, I would have entered that area about 50 minutes ago and that the paint would have been there about ten minutes. I asked why no signage to warn drivers and he

explained they hadn't used signs in years. I asked for his boss's number and name and was given Chuck Greidel. I called Chuck, left message, and received call back telling me same thing about painting had been done an hour before I spoke to Jay and that they didn't use warning signage for drivers. I asked who they used for this type of situation for cleaning off the paint from vehicles..he said they don't recommend any and I could do what I want. I said who do U submit the bill to and he said the Finance Dept..a Doug Piotrosk (not sure on spelling of last name), but didn't have an email address for Doug to provide me. What is disappointing with both Chuck and Jay's replies to me is neither expressed remorse for the situation, instead trying to justify their process..although both were polite in their discussions.

Well..bottom line..I struggled finding a place to touch this issue, but finally found Wesner Auto Body that will and has done this work..in fact just completed on the other day. I'm supposed to have an estimate today or tomorrow, but ballpark is looking at \$400 to \$500. Ugh!!

I am attaching pictures I have taken of the truck areas and two of Leonard's Point Road. I have more than the limit of four I can attach to this email. Other people have obviously also got paint on their vehicles in this area also as a number of vehicle tracks can be seen leaving paint lines.

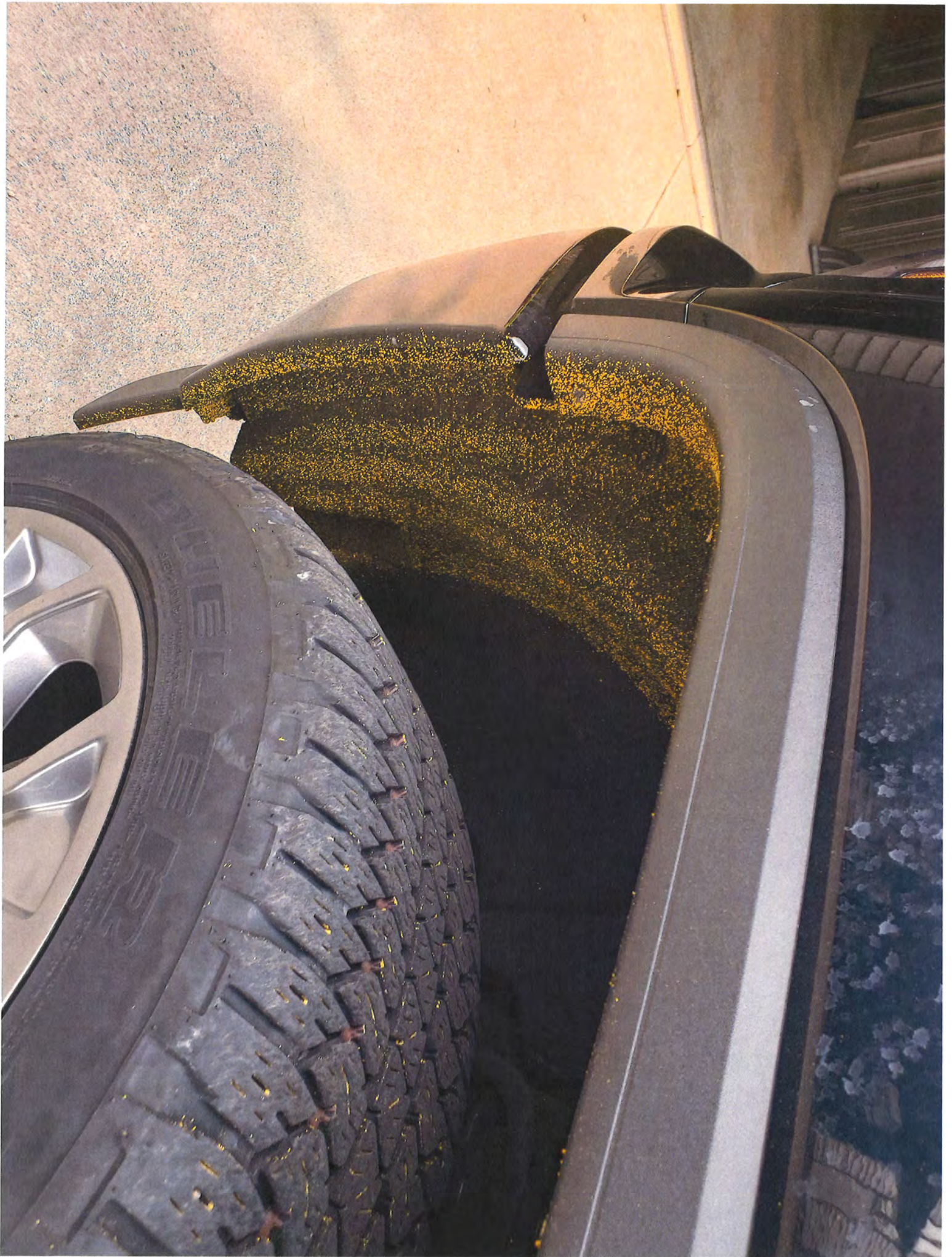
I am willing to discuss this incident and possible solutions going forward as the current system obviously has flaws affecting the public.

Mark..any firm direction with email address and complete name to which I can forward repair invoice to for reimbursement would be appreciated.

Mark..thank you for your time. I wish the circumstances could be better. Any questions or comments, feel free to contact me at this email address or at 920.279.3747.

Kind Regards,
Bruce Abraham

Sent from Yahoo Mail on Android









1 **099-112020**

2 **RESOLUTION: Disallow Claim of Andrew Kummerow**

3

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

5

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

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Andrew Kummerow, filed with the County Clerk in separate parts from September 10, 2020, through October 21,
13 2020, is hereby disallowed since there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **3-0**

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

19

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

21

22

23

24

Mark L Harris
Winnebago County Executive

SUSAN T. ERTMER
County Clerk

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



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

Winnebago County
Office of the County Clerk

The Wave of the Future

NOTICE OF CLAIM

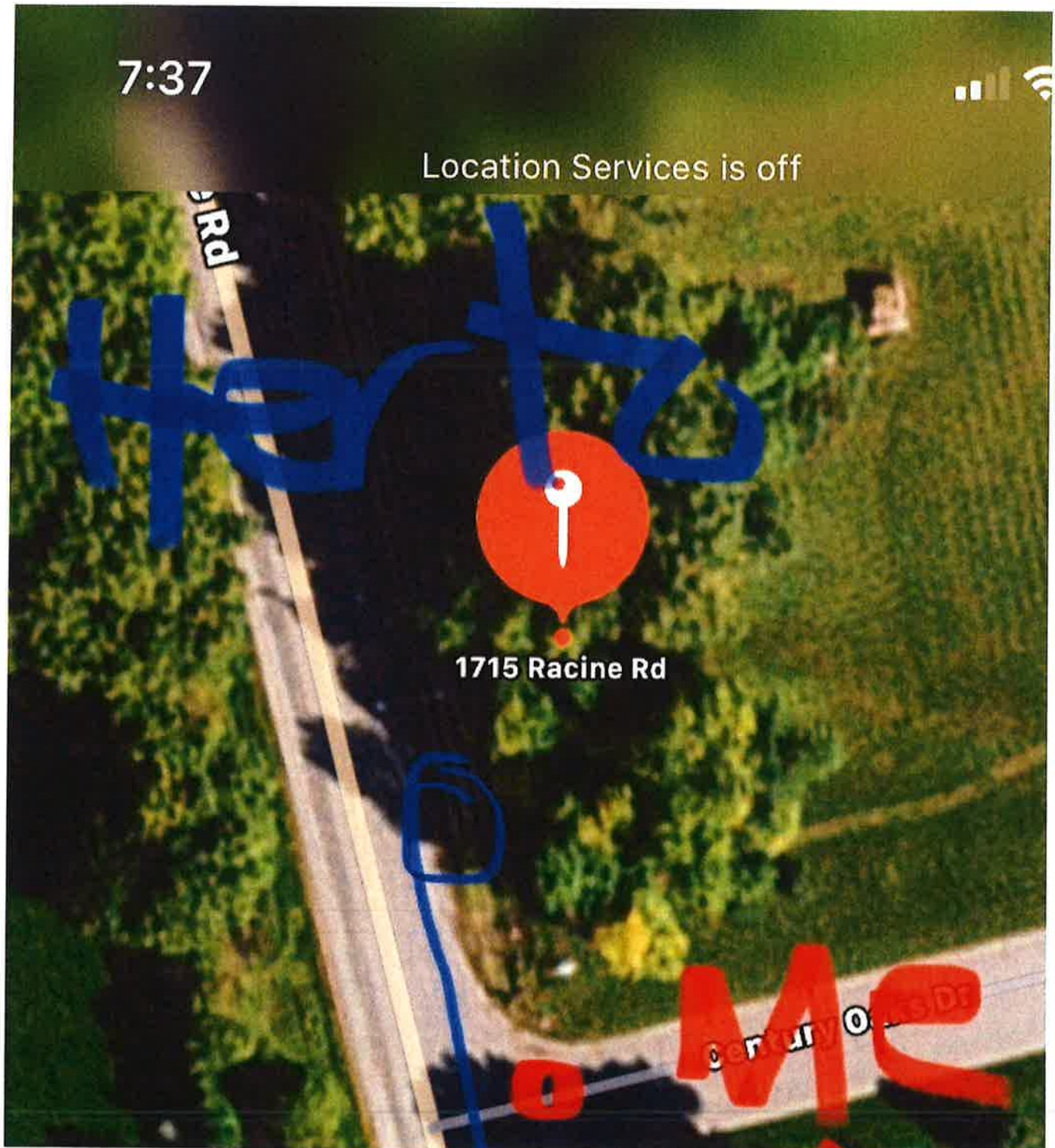
DATE: September 24, 2020
TO: Doug Petraszak, Linda Staffaroni and Joan Lowe
FROM: Cassie Smith-Gregor
RE: Claim from Andrew Kummerow for \$3500.00 for damage to his vehicle caused by an accident that occurred on 08/07/2020.

This claim will be presented to the County Board at their October 20, 2020 meeting.

attachments

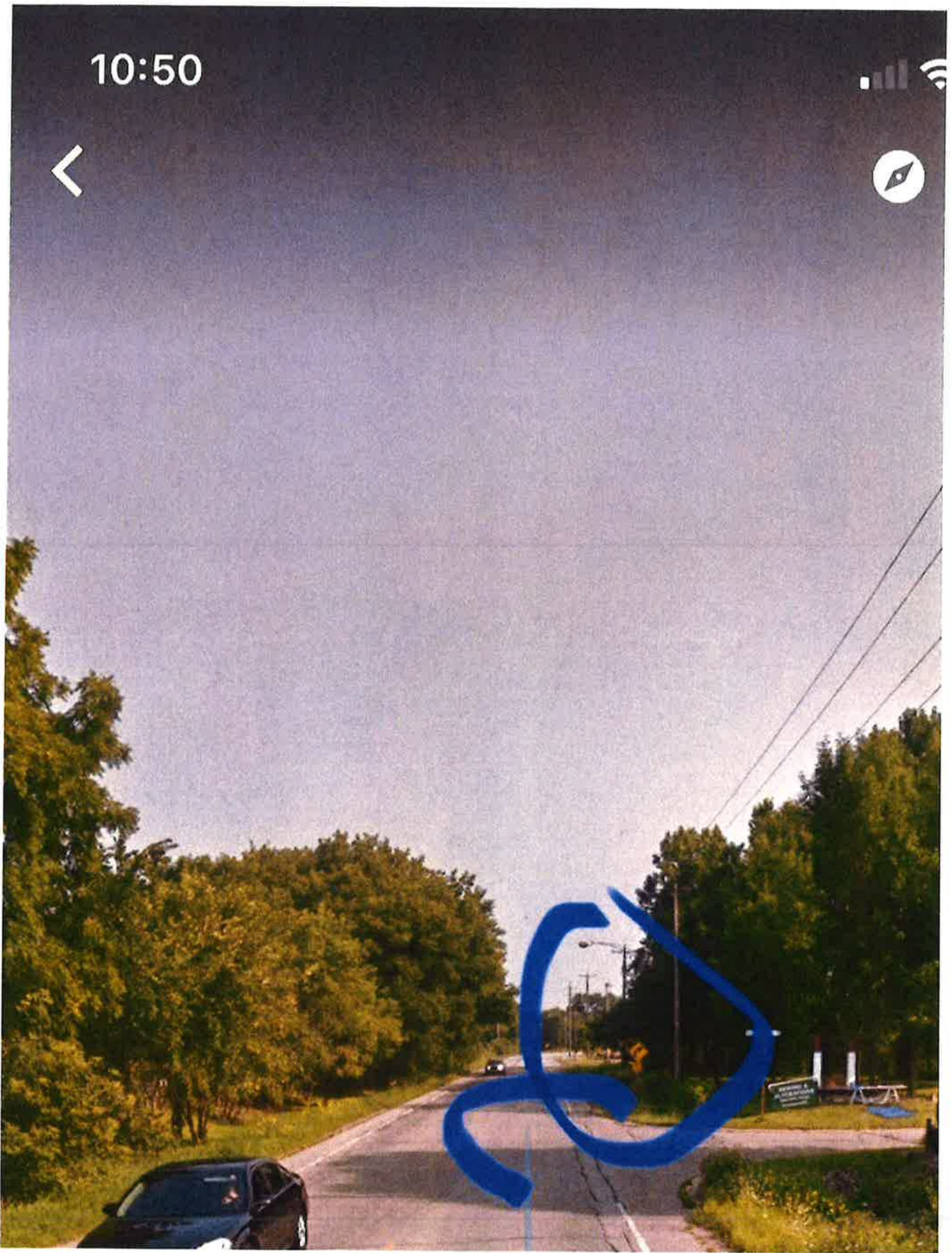
Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Thursday, September 10, 2020 3:41 PM
To: Gregor, Cassie
Subject: [Forwarded from Intradyn] [Fri Sep 25 13:49:19 2020] Claim stuff for compensation





10:50









11:29

LTE



1549

P AP
↑ →



Google Street View



1549 Racine Rd

10:00

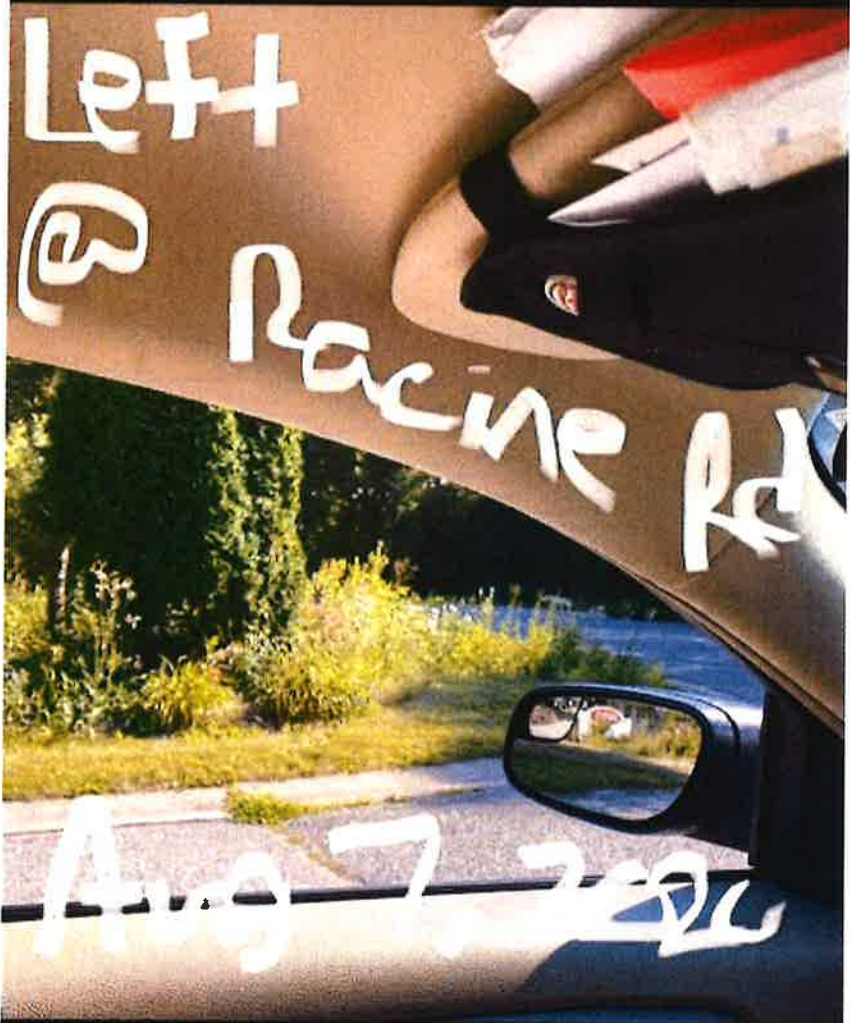


Google Street View



1715 Racine Rd

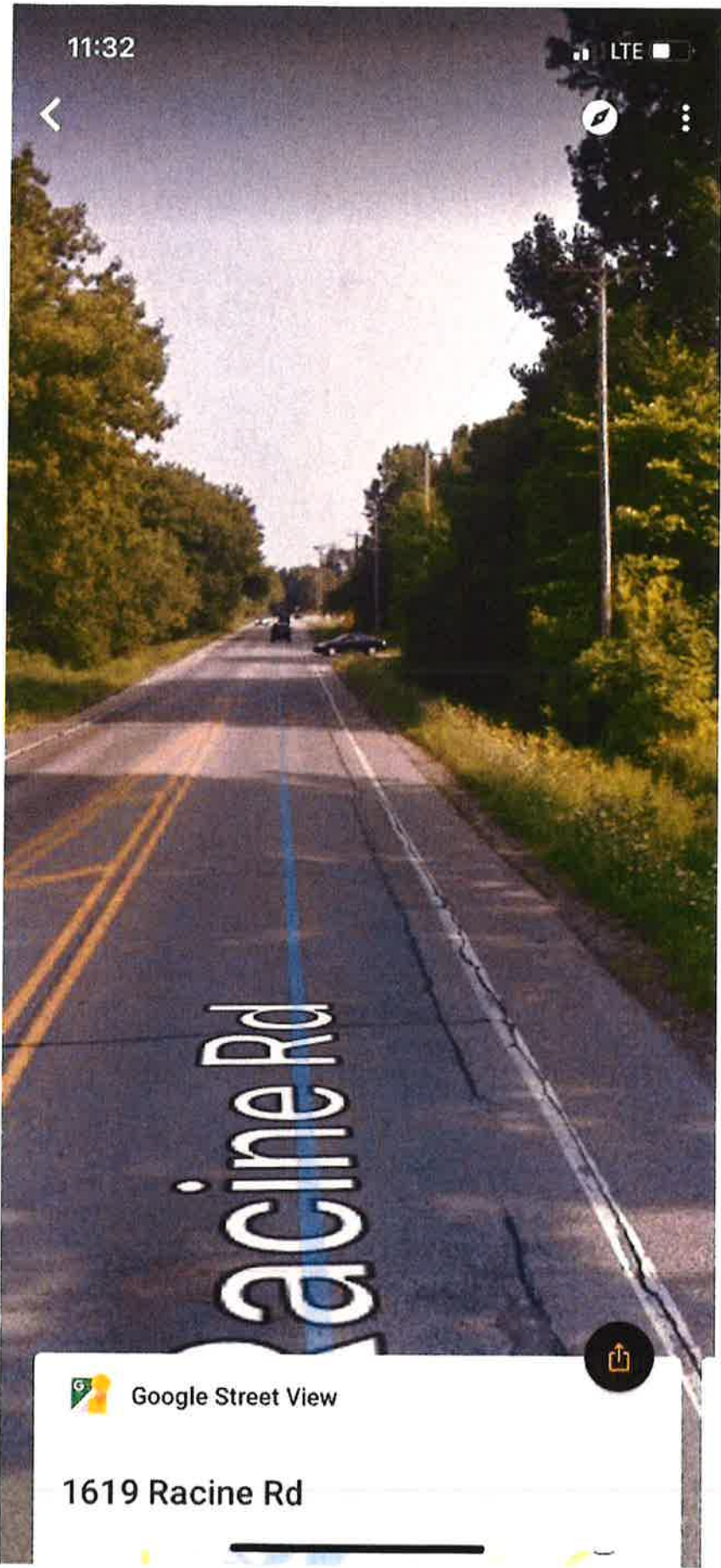
{47}





11:32

LTE



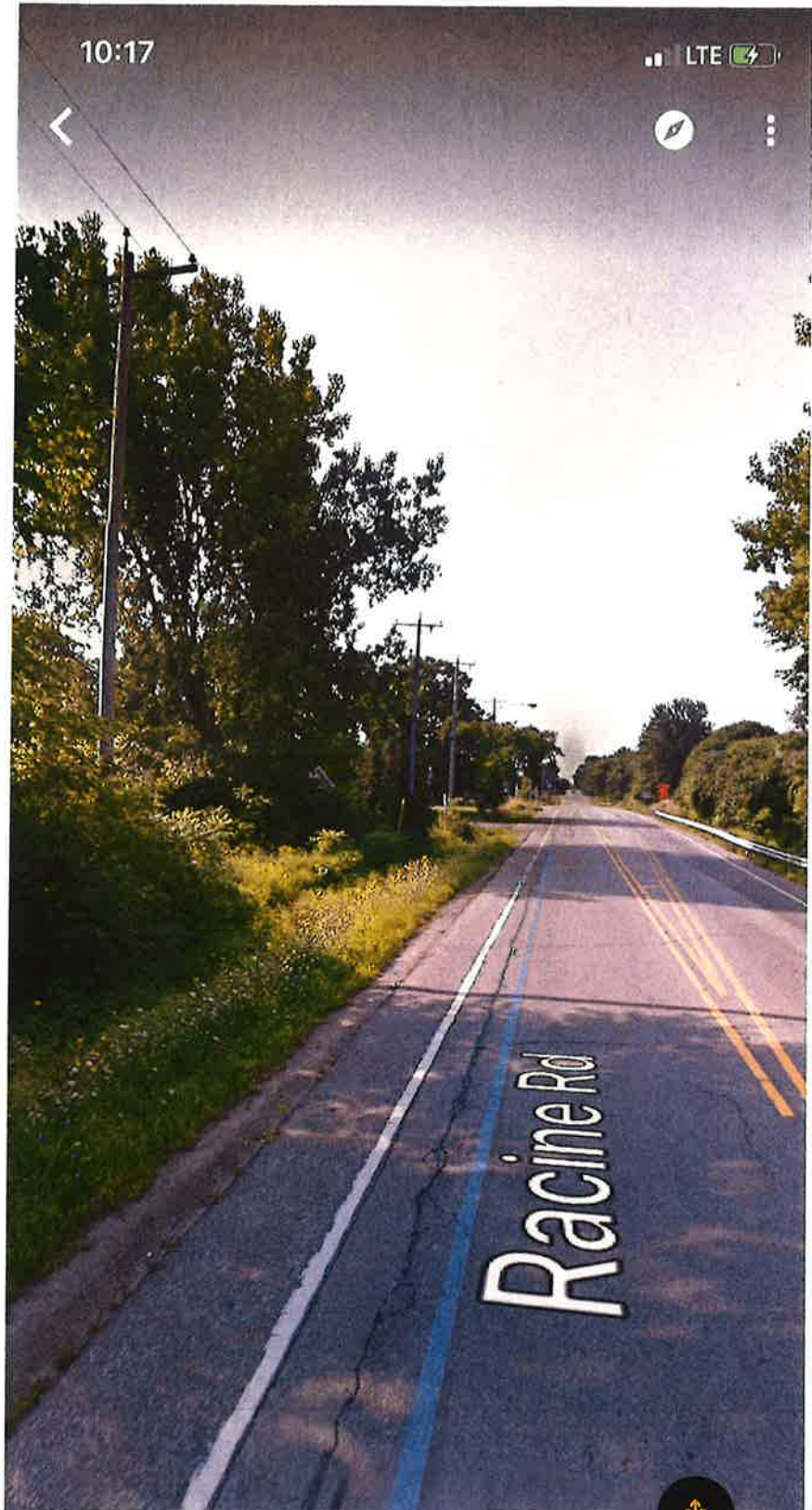
Google Street View



1619 Racine Rd

10:17

LTE 



Google Street View



1699 Racine Rd



10:18

LTE



Racine Rd



Google Street View



1699

Menasha, United States



Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Thursday, September 24, 2020 10:49 PM
To: Gregor, Cassie; Jake Chaney
Subject: AJK; Century Oaks and Racine Road PDF
Attachments: IMG_0788.pdf

Cannot see left until past the stop sign, overgrown trees and weeds looking left to Racine Road Menasha on Aug 7th 2020. No Bike Lane Symbols as well.

Received citation for failing to yield and car insurance issues because of view blockage and safety hazard until you are past the stop sign.

asking compensation for failing to uphold city ordinances of weeds/ shrubs for whoever is responsible.

tagging my insurance adjuster for this and reply separated please.



Virus-free. www.avast.com

Tree line is costing me to lose a battle because the stop sign is before trees and weeds (line of sight) turning left on Racine road causing default at fault on my end for failing to yield.

I would like to be compensated for failing to follow several ordinances of monetary amounts of \$3500 no less no more in hard cash or check! That's my truck's worth and/or parts worth and 500 for ownership of sign and trees and weed ordinance followed by proper Wisconsin statutes!

I'm undervaluing my truck to be respectable and reasonable!

My address is;

530 N Main St Apartment 319 Oshkosh WI 54901

Also providing crash report in PDF



L-FP-08-07-2020-0001523 - 45L19T1TSW.pdf

Other person and BOTH insurances mine and hers claiming I hit her after creeping up and aggressively stating I hit her.

Tree line weeds is blocking my view turning left to go onto AP to now Ex significant/ domestic partner's home

Blue swerve lines are her 2012 Mazda CX7 I color coded everything

I drive a 96 Blazer which is still worth 2000 "poor" value NADA Guide and about same KBB, Its engine is swapped with 74k miles and odo legally NOT TAMPERED :) odo says 278k plus I have a metal bumper and alignment issues and tow hook snapped off partially and fog lights detached as well as front plate folded in half.

I only currently replaced chrome piece of plastic.

I need a new blinker combo switch now and pigtailed for lights. It now officially failed so I am not driving until its fixed (Fog lights grounded out connections to combo switch which also has wipers and cruise attached so I rewired my entire lights to parking lamps)

Total cost to replace everything myself which is bolt on stuff around that \$2000 mark.

officer x520 Crossing
on Aug 7th Arrived
AFTER accident occurred
and police crash reports state
I hit the other driver which is
False!

Racine Road to AP/TP
has URBAN AREA

~~UN~~ UNMARKED
BIKE LANES

Century oak Dr: Looking
left HAZARDOUS!

Trim your
Greens!

Aug 7th 2020

Occurrence trying to
turn left

No Stop line, false citation
as well - No STOP LINE

BIKE LANE MARKINGS

Asking NADIA, KBB

Pool/Fair

of \$5000 for
my truck

MUNICIPAL COURT

VILLAGE OF FOX CROSSING

VILLAGE OF FOX CROSSING

Plaintiff,

Citation No. BC491062-5

v.

ANDREW J. KUMMEROW,

Defendant.

STIPULATION AND ORDER

IT IS STIPULATED and agreed by Plaintiff and Defendant that:

1. The charge against Defendant for Failure to Yield Right of Way shall be amended to a charge of Obstructing Streets, Sidewalks, and Roads, a violation of Village ordinance sec. 302-6.
2. Defendant hereby enters a plea of "no contest" to the amended charge of Obstructing Streets, Sidewalks, and Roads, a violation of Village ordinance sec. 302-6.
3. There shall be NO demerit points assessed against Defendant's driver's license.
4. Defendant shall pay fine and costs to Plaintiff in the total amount of \$111.40 within ninety (90) days hereof.

PLAINTIFF, Village of Fox Crossing

DEFENDANT, Andrew J. Kummerow

Electronically signed by Tyler J. Claringbole Agreed, and Execution Hereof Authorized, by
Defendant via Email

By: Tyler J. Claringbole
Herrling Clark Law Firm Ltd.
Bar No. 1099656

By: Andrew J. Kummerow


Date: September 28, 2020

Date: September 28, 2020

Based on the foregoing Stipulation, **IT IS SO ORDERED.**

Dated at Village of Fox Crossing, Wisconsin, this 28th day of September, 2020.

BY THE COURT:


By: Honorable Timothy Hogan
Municipal Court Judge for the Village of Fox Crossing

45L19T1TSW
20-001523

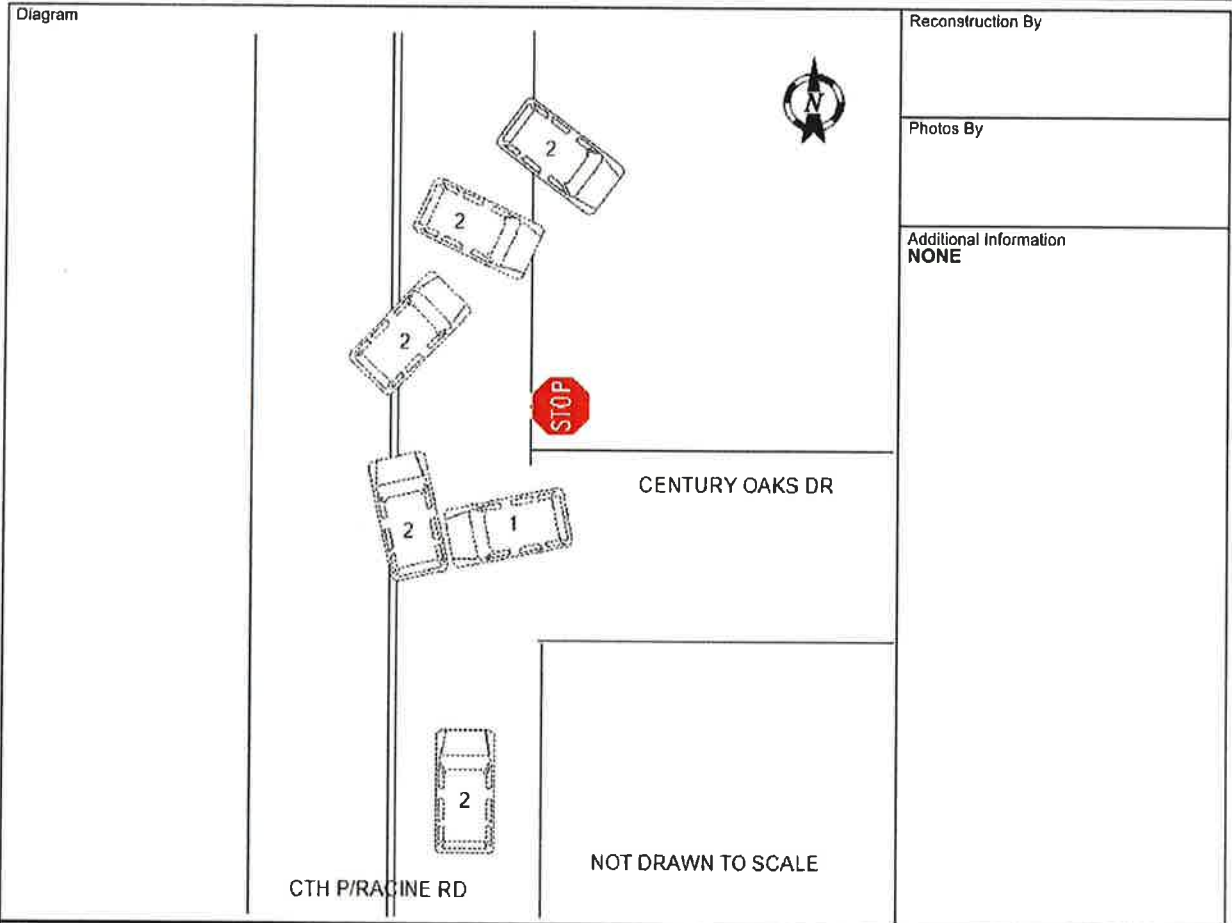
WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

45L19T1TSW

Document Number Override		Primary Crash Document #	Agency Crash Number 20-001523	Investigating Officer/Deputy OFFICER SCOTT BOEHLEN	
Crash Date 08/07/2020		Crash Time 11:23 AM	Date Arrived 08/07/2020	Time Arrived 11:24 AM	
Date Notified 08/07/2020		Time Notified 11:23 AM	Total Units 02	Total Injured 02	Total Killed 00
<input type="checkbox"/> On Emergency	<input type="checkbox"/> Hit and Run	<input type="checkbox"/> Lane Closure	<input type="checkbox"/> Work Zone	<input type="checkbox"/> Trailer or Towed	<input type="checkbox"/> Reporting Threshold
<input type="checkbox"/> Government Property	<input type="checkbox"/> Active School Zone	School Bus Related NO		Tags	
<input checked="" type="checkbox"/> Reportable		Crash Type DT4000 (STANDARD CRASH)		<input type="checkbox"/> Amended	<input type="checkbox"/> Secondary Crash

Description



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

VEHICLE 1 WAS W/B ON CENTURY OAKS DR AT THE STOP SIGN AT CTH P/RACINE RD. VEHICLE 2 WAS N/B ON CTH P/RACINE RD APPROACHING CENTURY OAKS DR. VEHICLE 1 FAILED TO YIELD AND PULLED OUT FROM CENTURY OAKS DR IN FRONT OF VEHICLE 2. VEHICLE 2 SWERVED TO THE LEFT IN AN ATTEMPT TO AVOID VEHICLE 1. VEHICLE 1 STRUCK VEHICLE 2 ON THE PASSENGERS SIDE. THE IMPACT CAUSED VEHICLE 2 TO SPIN OUT OF CONTROL. VEHICLE 2 ENDED UP COMING TO REST IN THE DITCH.

45L19T1TSW
20-001523

WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

Location

ON CENTURY OAKS DR 16 FT E OF RACINE RD/ CTHP NB IN THE VILLAGE OF FOX CROSSING IN WINNEBAGO COUNTY	Latitude 44.233588231	Longitude -88.444061149
	X Coordinate 384678.53125	Y Coordinate 4898831.5
	Structure Type	

Crash Scene

First Harmful Event MOTOR VEH IN TRANSPORT	First Harmful Event Location ON ROADWAY	
Manner of Collision 01 - ANGLE	Light Condition DAYLIGHT	
Road Surface Condition(s) DRY	Roadway Factor(s) NONE	
Environment Factor(s) NONE		
Weather Condition(s) CLEAR		
Animal Type	Relation To Trafficway TRAFFICWAY - ON ROAD	
Crash Classification - Location PUBLIC PROPERTY	Crash Classification - Jurisdiction NO SPECIAL JURISDICTION	
Tribal Land	Access Control NO CONTROL	Special Study
Within Interchange Area NO	Junction Location INTERSECTION-RELATED	Intersection Type T-INTERSECTION

Unit Summary

UNIT 01	Unit Status IN TRANSIT	Vehicle Operating As Classification D CLASS	Unit Type AUTOMOBILE		
	Vehicle Type (SPORT) UTILITY VEHICLE	Operating As Endorsements			
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 1	Total Trailers 0	Total HazMat Types 0
	Insurance? YES	Direction Of Travel WESTBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 35	Total Lanes 2
	Most Harmful Event; Collision With MOTOR VEH IN TRANSPORT	Special Function NO SPECIAL FUNCTION	Emergency Motor Vehicle Use NOT APPLICABLE		
	Traffic Way TWO-WAY, NOT DIVIDED	Traffic Control STOP SIGN	Traffic Control Inoperative/Missing NO		
	Surface Type BLACKTOP (BITUMINOUS)	Road Curvature STRAIGHT	Road Grade LEVEL		
	Truck Bus or HazMat NO				

UNIT VEHICLE 01	Vehicle				
	License Plate Number AJR6605	Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES	
	Vehicle Identification Number 1GNDT13WZT2175361	Make CHEVROLET	Year 1996	Model BLAZER	
	Color MAR - MAROON (BURGUNDY)	Body Style UT - SPORT UTILITY VEHICLE	Bus Use		
	Initial Contact Point 01 - RIGHT FRONT CORNER	Vehicle Damage			
	Extent Of Damage MINOR DAMAGE	01 - RIGHT FRONT CORNER			

45L19T1TSW
20-001523

WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

UNIT	Towed Due To Damage NOT TOWED		Vehicle Removed By OPERATOR			
	What Driver Was Doing LEFT TURN		Vehicle Factors			
	Driver Prior Action Other		NOT APPLICABLE			
	Driver Actions FAILED TO YIELD RIGHT-OF-WAY					
01	01	Owner Name ANDREW J KUMMEROW (920) 252-0903	Owner Address 109 S LAKE ST NEENAH, WI 54956 , US			
Sequence Of Events						
UNIT	01	Event MOTOR VEH IN TRANSPORT				
	02	Event				
	03	Event				
	04	Event				
Policy Holder						
UNIT	Insurance Company ESURANCE-INSURANCE-COMPANY		Individual ANDREW KUMMEROW			
	Individual					
UNIT	INDIVIDUAL	Driver ANDREW J KUMMEROW (920) 252-0903		Citations Issued 1		
		Address 109 S LAKE ST NEENAH, WI 54956 , US		Sex MALE		
		Driver License Number K5600109102507 STATE: WISCONSIN COUNTRY: UNITED STATES		Race WHITE		
Safety Equipment		On Duty Crash	Safety Equipment			
01	001	Row 01 - FRONT ROW	Seat Position 07 - LEFT	SHOULDER & LAP BELT		
		Helmet Use		Helmet Compliance		
		Eye Protection		Tint Compliance		
		Injury	Injury Severity POSSIBLE INJURY	Airbag NON DEPLOYED		
		Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE		Trapped/Extricated NOT TRAPPED	
		Medical Transport NOT TRANSPORTED		EMS Agency Identifier	EMS Run #	
Hospital		Date of Death	Time of Death			
Distracted By		Distracted By Source NOT APPLICABLE (NOT DISTRACTED)				
Distracted By Action NOT DISTRACTED						

45L19T1TSW
20-001523

WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

UNIT INDIVIDUAL 01 001 01	Non Motorist		Striking Unit #	Location	
	Prior Action				
	Action				
	Action Other				
				To/From School	
	Drug & Alcohol		Suspected Alcohol Use NO	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN		Alcohol Test Type	Alcohol Test Results	
	Drug Test Given TEST NOT GIVEN		Drug Test Type	Drug Test Results	
	Drug Type				
	Individual Condition APPEARED NORMAL				
Violations					
UTC Number BC491062		Issue To? 001	Statute Number 346.06	Description FAILURE TO YIELD RIGHT OF WAY	

Unit Summary

UNIT 02	Unit Status IN TRANSIT		Vehicle Operating As Classification D CLASS		Unit Type AUTOMOBILE	
	Vehicle Type (SPORT) UTILITY VEHICLE				Operating As Endorsements	
	Total Occs 1	Train/Bus # Recorded	Total # Citations Issued 0	Total Trailers 0	Total HazMat Types 0	
	Insurance? YES	Direction Of Travel NORTHBOUND	<input type="checkbox"/> Pre Crash Tire Mark	Speed Limit 35	Total Lanes 2	
	Most Harmful Event: Collision With MOTOR VEH IN TRANSPORT		Special Function NO SPECIAL FUNCTION		Emergency Motor Vehicle Use NOT APPLICABLE	
	Traffic Way TWO-WAY, NOT DIVIDED		Traffic Control NO CONTROL		Traffic Control Inoperative/Missing NO	
	Surface Type BLACKTOP (BITUMINOUS)		Road Curvature STRAIGHT		Road Grade LEVEL	
	Truck Bus or HazMat NO					

02 02	Vehicle				
	License Plate Number 329PAK		Plate Type AUT - AUTOMOBILE	St WI	Country of Issuance UNITED STATES
	Vehicle Identification Number JM3ER2B51C0421334		Make MAZDA	Year 2012	Model CX-7
	Color BLU - BLUE		Body Style SP - SPECIAL DESIGN VEHICLE		Bus Use
	Initial Contact Point 03 - RIGHT SIDE MIDDLE				

45L19T1TSW
20-001523

WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

UNIT VEHICLE	Vehicle Damage	
	Extent Of Damage DISABLING DAMAGE	01 - RIGHT FRONT CORNER, 02 - RIGHT SIDE FRONT, 03 - RIGHT SIDE MIDDLE, 04 - RIGHT SIDE REAR, 11 - LEFT FRONT CORNER, 12 - FRONT
	Towed Due To Damage TOWED DUE TO DISABLING DAMAGE	Vehicle Removed By GOSS AUTO
	What Driver Was Doing GOING STRAIGHT	Vehicle Factors
	Driver Prior Action Other	NOT APPLICABLE
UNIT VEHICLE	Driver Actions NO CONTRIBUTING ACTION	
	Owner Name KATIE ELLEN SCHMITT (920) 456-9369	Owner Address 624 WALBRUN ST MENASHA, WI 54952 , US
Sequence Of Events		
01	Event MOTOR VEH IN TRANSPORT	
02	Event DITCH	
03	Event	
04	Event	
UNIT	Policy Holder	
	Insurance Company STATE-FARM-GENERAL-INS-CO	Individual KATIE SCHMITT
UNIT INDIVIDUAL	Individual	
	Driver KATIE ELLEN SCHMITT (920) 456-9369	Citations Issued 0
		Sex FEMALE
		Date of Birth 06/15/1978
	Race WHITE	
	Address 624 WALBRUN ST MENASHA, WI 54952 , US	Driver License Number S5305057871505 STATE: WISCONSIN COUNTRY: UNITED STATES
UNIT 002	Safety Equipment	
	On Duty Crash	Safety Equipment SHOULDER & LAP BELT
	Row 01 - FRONT ROW	Seat Position 07 - LEFT
	Helmet Use	Helmet Compliance
	Eye Protection	Tint Compliance
	Injury	Injury Severity POSSIBLE INJURY
	Ejected NOT EJECTED	Ejection Path NOT EJECTED/NOT APPLICABLE
	Trapped/Extricated NOT TRAPPED	
	Medical Transport EMS GROUND	EMS Agency Identifier 6001331
	Hospital THEDACARE MED CTR-NEENAH	EMS Run # 1499
		Date of Death
		Time of Death

45L19T1TSW
20-001523

WISCONSIN MOTOR VEHICLE
CRASH REPORT

FOX CROSSING POLICE DEPARTMENT
2000 MUNICIPAL DRIVE
NEENAH, WI 54956 5665
(920) 720-7109

UNIT INDIVIDUAL 02 002	Distracted By Distracted By Source NOT APPLICABLE (NOT DISTRACTED)	
	Distracted By Action NOT DISTRACTED	
	Non Motorist	Striking Unit # Location
	Prior Action	
	Action	
	Action Other	
	To/From School	
	Drug & Alcohol	Suspected Alcohol Use NO
	Suspected Drug Use NO	
	Alcohol Test Given TEST NOT GIVEN	Alcohol Test Type
Alcohol Test Results		
Drug Test Given TEST NOT GIVEN	Drug Test Type	
Drug Test Results		
Drug Type		
Individual Condition APPEARED NORMAL		

Witness

WITN ESS	01	Individual IAN G THOMAS (781) 859-7758	Address 726 CONGRESS ST NEENAH, WI 54956 , US	Date of Birth 10/27/1987
	Witness			

WITN ESS	02	Individual AMBER RENEE GRATZ (815) 560-1717	Address 608 SCHOOL CT MENASHA, WI 54952 , US	Date of Birth 05/19/1987
	Witness			

Figure 3-37. This intersection features a bicycle lane to the left of a right-turn lane. Note how it lines up with the bicycle lane on the far side of the intersection.

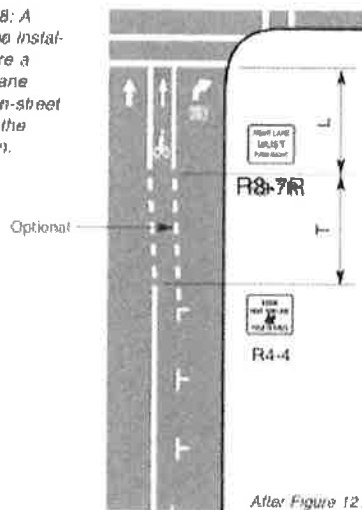


Tip
In some cases, it helps to think of the bicycle lane and the right through lane as a pair. When the through lane shifts one way or the other — to create a turn lane or a parking lane, for example — the bicycle lane shifts as well.

3.7 Intersections with right-turn lanes

Right-turn lanes often complicate bicycle lane systems (see previous page). For this reason, designers should start a bi section project by first looking at the need for the right-turn cases, it may not be warranted and may be eliminated. If righ are warranted, there are several designs that can help get t lane through such an intersection. Several factors help dete approach.

Figure 3-38: A bicycle lane installation where a right-turn lane replaces on-street parking at the intersection.



Right-turn lanes and on-street bicycle lane street has on-street dropping the parking lane can of the space required for the r And, in many cases, the bicyc only have to shift slightly to th 38). Lane striping should be s age area and dashed in the te of each should be determined right-turn lane requirements (s

A second dashed line may be eate the right side of the bicyc

L = Storage length required for right turns
T = Taper length needed for motorists to, culated based on standard right-turn

After Figure 121, Oregon Bicycle/Pedestrian Plan, 1996

Right-turn lanes on widened roadways with no on-street parking: In many cases, the street with bicycle lanes has no on-street parking, but the roadway widens to



Higher Volume, Wider Paved Shoulders

These roadways have moderately-high car and/or truck volumes, but have wider paved shoulders (generally 4 or 5 feet). This classification also includes a select number of 4-lane highways that have wide paved shoulders and moderate levels of traffic. Due to traffic volumes, less experienced bicyclists should use care on these segments.

High Volume, Undesirable Conditions

These roadways have moderately-high traffic volumes with no paved shoulders, or high traffic volumes with narrow paved shoulders, and many have moderate to high truck traffic. This classification could also include some moderate volume roadways, but with an assortment of negative factors for bicycling. Bicyclists should try to plan around these roads and/or use considerable caution when using them. Bicyclists should have appropriate amounts of expertise with these types of riding conditions if choosing these roads.

Bicyclists Prohibited

These roadways are 4-lane Interstates and freeways posted as "Pedestrians Bicycles Non Motorized Traffic Motor Bicycles Prohibited". There are some 4-lane divided highways that will permit bicycling, but pay close attention to how they are rated on the map.

Bicycle Touring Trails

These are bicycling trails that include state, regional, and local trails. The state trails are often a finely screened limestone. These trails are excellent for use with hybrid and mountain bikes and most are also suitable for road bikes. Most of the trails are paved in urban areas. Many of these trails are particularly good for children and inexperienced bicyclists.

Urban Escape Routes

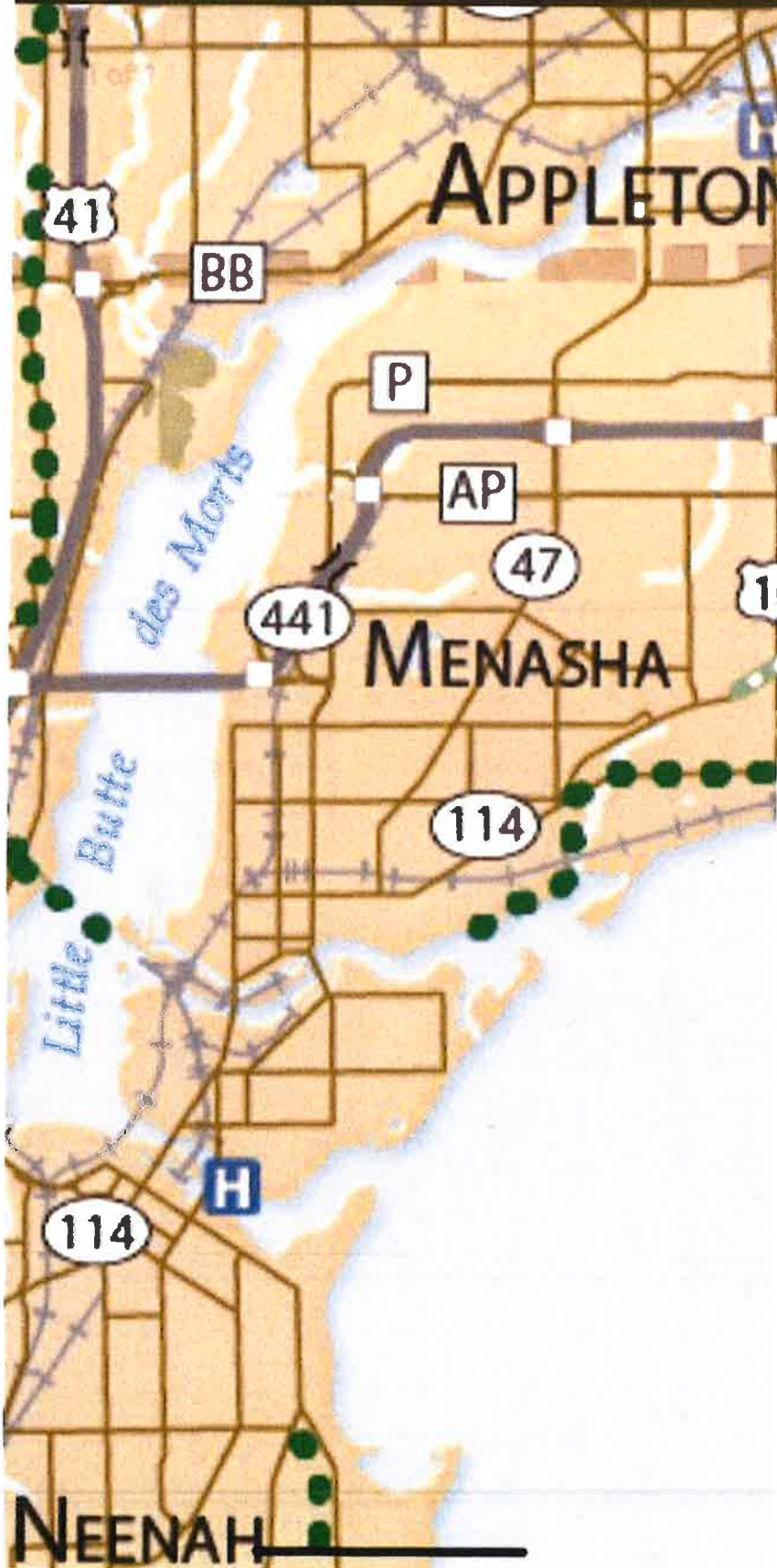
These routes are likely to be the best connections into and out of large cities and are often routes recommended by area bicyclists. However, many have moderate or high traffic volumes without bike lanes or paved shoulders.

Major Urban Streets

Bicycling conditions are not presented for these streets. They are likely to have high volumes of traffic. The urban boundaries depicted on this map are based on a combination of municipal boundaries, speed zones, and built-up areas.

Rustic Roads

Wisconsin's designated system of scenic, lightly-traveled country roads. Many of these roads are identified with the word "Rustic" near the name of the road. See wisconsin.gov for additional information.



control of a person on a trial run and the dealer provides a traffic officer with the name, address and operator's license number of that person. In such a case, that person and not the dealer shall be charged with the violation.

History: 1995 a. 424; 1997 a. 27; 1999 a. 80.

346.46 Vehicles to stop at stop signs and school crossings.

- (1) Except when directed to proceed by a traffic officer or traffic control signal, every operator of a vehicle approaching an official stop sign at an intersection shall cause such vehicle to stop before entering the intersection and shall yield the right-of-way to other vehicles which have entered or are approaching the intersection upon a highway which is not controlled by an official stop sign or traffic signal.
- (2) Stops required by sub. (1) shall be made in the following manner:
 - (a) If there is a clearly marked stop line, the operator shall stop the vehicle immediately before crossing such line.
 - (b) If there is no clearly marked stop line, the operator shall stop the vehicle at the crosswalk or, if there is no crosswalk, at the edge of the crosswalk on the near side of the intersection.
 - (c) If there is neither a clearly marked stop line nor a marked or unmarked crosswalk at the intersection or if the operator cannot efficiently observe traffic on the intersecting roadway from the stop made at the stop line or crosswalk, the operator shall, before entering the intersection, stop the vehicle at such point as will enable the operator to efficiently observe the traffic on the intersecting roadway.
- (2m) Every operator of a motor vehicle approaching a school crossing which is controlled by an adult school crossing guard appointed under s. 120.13 (31) or 349.215 shall follow the directions of the school crossing guard. If directed by the school crossing guard to stop, the operator shall stop the vehicle not less than 10 feet nor more than 30 feet from the school crossing and shall remain stopped until the school crossing guard directs the operator to proceed.

Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Monday, September 28, 2020 9:38 AM
To: Gregor, Cassie
Subject: Re AJK; Century Oaks and Racine Road PDF

Theres a little bit more.

Start marking Major Urban Streets with double paved with bike lane and the Stop Line at that location/ revamp the entire intersection from AP P and etc if you have to :(and the Bike lane symbols are needed even on major urban streets!! They need to be there!

<https://wisconsindot.gov/Documents/travel/bike/bike-maps/county/winnebago.pdf>

Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Monday, September 28, 2020 2:31 PM
To: Gregor, Cassie
Subject: PDF from Andrew Aug 7

Asking \$2000 for value of my truck....



Virus-free. www.avast.com

Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Monday, September 28, 2020 5:09 PM
To: Gregor, Cassie
Subject: Re: PDF from Andrew Aug 7

Citation is now going to be an amended blocking street because of the trees and weeds in the way..

On Mon, Sep 28, 2020 at 2:46 PM Andrew Kummerow <iosparxx@gmail.com> wrote:
I will resend it oops!!!

On Mon, Sep 28, 2020 at 2:45 PM Gregor, Cassie <CGregor@co.winnebago.wi.us> wrote:

There was no pdf file attached. Please submit all your documentation into one PDF file.

From: Andrew Kummerow <iosparxx@gmail.com>

Sent: Monday, September 28, 2020 2:31 PM

To: Gregor, Cassie <CGregor@co.winnebago.wi.us>

Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Sunday, October 18, 2020 3:18 PM
To: Gregor, Cassie
Subject: Re: 49-09W4-30G and Need to file lawsuit.

And state farm!

On Sun, Oct 18, 2020 at 2:59 PM Andrew Kummerow <iosparxx@gmail.com> wrote:

----- Forwarded message -----

From: Andrew Kummerow <iosparxx@gmail.com>
Date: Sun, Oct 18, 2020 at 2:49 PM
Subject: 49-09W4-30G
To: Davis, Ian <idavis@esurance.com>, HOME CLMS-STATEFARMCLAIMS <statefarmclaims@statefarm.com>, Jake Chaney <JChaney@esurance.com>, Kluyber, Nicole - OCI <nicole.kluyber@wisconsin.gov>, Otis, Katherine - OCI <katherine.otis@wisconsin.gov>, Telesca, Corinne <acms9@allstate.com>, mgarc@allstate.com <mgarc@allstate.com>

2:47

LTE 



This email may contain confidential and privileged information. Any review, use, distribution, or disclosure by anyone other than the intended recipient(s) is prohibited. If you are not the intended recipient, please contact the sender by reply email and delete all copies of this message.



me Sep 1



to Jake ^


From Andrew Kummerow iosparxx@gmail.com

To Jake Chaney JChaney@esurance.com

Date Sep 1, 2020, 8:30 AM

I'm not at fault! No way in hell! See ya in

2:46

LTE 



Photos are still being uploaded to them!



Jake Chaney Sep 1

to me ▾



Good Morning Andrew,

A copy of your detailed policy can be found online by logging into your account. You will find this document under "Document & Emails" then under "Policy Documents" you will see a document labeled "Original Policy" dated 08/07/2020.

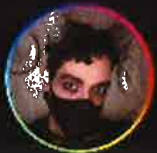
8:47

LTE 



Re Statements?

Inbox



me Oct 12

I'll see what I can do, yes I'll want the disc I'll ha...



me 2:34 AM

Quick question, did the report that X530 provid...



Richards, JoAnn L. 8:08 AM



to me ▾

All information is on the accident report – there is no narrative in the case file. If you have any

2:45

LTE 



Tyler Claringbole Oct 14

to me ▾



Hi Andrew,

Given that you do not currently have any citations/charges pending in the Village of Fox Crossing, I do not need to be involved in any further matters or communications involving the accident that occurred.

Thank you.

Date of Birth: 1/XX/1991

Date of Claim: 20200807

Claim Information

• Claim Number: WIS0154692

• Claim Amount: 0

• Claim Number: WIS0154692

• Claim Amount: 0

Vehicle Information

• Make / Model: CHEVROLET BLU

• Model Year: 1996

Vehicle Operator Information

• Relationship to Policyholder:

• Name: ANDREW KUUMI

• Date of Birth: 1/25/1991

• Gender: Male

• Address: 530 N MAIN ST 3

• At Fault Indicator: Undetermined

Policy Information

Wisconsin
Office of Justice Assistance

WIJIS

Citation Status

Citation Number	Destination	Issued By	Dispositio
-----------------	-------------	-----------	------------

0 items found

You searched for: citation number starts with BC491062-5; status: All; agency

[Return to Search For](#)

[For Public Informa](#)

West Virginia

**Modified
comparative**

Wisconsin

**Modified
comparative**

Modified

3:18

LTE



<iosparxx@gmail.com>

Date: Sat, Oct 17, 2020 at 12:01 PM

Subject: 49-09W4-30G

To: HOME CLMS-STATEFARMCLAIMS

<statefarmclaims@statefarm.com>

Now you say I hit you up front. You are AT FAULT



Wisconsin Department of Transportation

wisconsin.gov

Division of Motor Vehicles
4822 Madison Yards Way
Madison, WI 53707

This driver record abstract was created on 10/17/2020 at 10:54:59 AM by Own Record Request. Information is current as of this date and time.

Driver ID : R560-0109-1025-07 Sex : MALE DOB : 01-25-199



October 8

1:24 PM

Edit

MUNICIPAL COURT

VILLAGE OF FOX CROSSING

VILLAGE OF FOX CROSSING
Plaintiff,

Citation No. BC491062-5

v.

ANDREW J. KUMMEROW,
Defendant.

STIPULATION AND ORDER

IT IS STIPULATED and agreed by Plaintiff and Defendant that:

1. The charge against Defendant for Failure to Yield Right of Way shall be amended to a charge of Obstructing Streets, Sidewalks, and Roads, a violation of Village ordinance sec. 302-6.
2. Defendant hereby enters a plea of "no contest" to the amended charge of Obstructing Streets, Sidewalks, and Roads, a violation of Village ordinance sec. 302-6.
3. There shall be NO demerit points assessed against Defendant's driver's license.
4. Defendant shall pay fine and costs to Plaintiff in the total amount of \$111.40 within ninety (90) days hereof.

PLAINTIFF, Village of Fox Crossing

DEFENDANT, Andrew J. Kummerow

Electronically signed by Tyler J. Claringbole *Agreed, and Execution Hereof Authorized, by*
Defendant via Email

By: Tyler J. Claringbole
Hertling Clark Law Firm Ltd.
Bar No. 1099656
Date: September 28, 2020

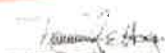
By: Andrew J. Kummerow

Date: September 28, 2020

Based on the foregoing Stipulation, **IT IS SO ORDERED.**

Dated at Village of Fox Crossing, Wisconsin, this 28th day of September, 2020.

BY THE COURT:


By: Honorable Timothy Hogan
Municipal Court Judge for the Village of Fox Crossing



2:33

LTE



Good Afternoon Andrew,

I received this claim you filed online this morning. Please be advised that this is a duplicate claim of your previous claim of WIS-0154692. I have closed this claim and we are handling under the claim of WIS-0154692.

Also please note that your policy carries no collision coverage for your Chevy Blazer that was involved this loss. Therefore, we have no recovery rights against the other party for damages to your vehicle. While I understand that you may think you are not at fault, but we have to make the best decisions on behalf of our policyholders to make sure they are protected from the other driver(s) when they are liable. I understand that you may not agree with this decision, however, please know that we are advocating for you in this situation and moving forward in that direction.

Thank you and have a great weekend!

Jake Chaney

2:58

LTE



Policy Number: 1125 848 158
Company Name: STATE FARM MUTUAL
NAIC: 25178

Catherine Otis:

Thank you for the opportunity to respond to the complaint filed with your office on 10/17/20.

State Farm provides an Auto policy to Katie Schmitt for her 2012 Mazda CX-7. On 10/17/2020, she was operating the described vehicle when she was involved in an accident with Andrew Kummerow.

The investigation revealed the following:

Insured vehicle was on Racine St which is not controlled by a stop sign. Andrew Kummerow was on a side road with a stop sign. Insured noted Andrew Kummerow was failing to yield right of way and attempted to swerve to avoid impact.

Andrew Kummerow impacted the insured's passenger side door and pushed the insured vehicle into a ditch. The impact to the claimant's vehicle was to the front.

The police responded and cited Andrew Kummerow for Failure to Yield Right of Way.

Katie Schmitt was not cited in this accident.

As of September 29, 2020, Andrew Kummerow's insurance coverage, State Farm Insurance, has accepted liability for this accident at 100%.

9:29

LTE 



Andrew,

I checked with Lt. Blashka, and there are no photos. We also have no written statements. All interviews, etc are on the squad / body worn camera videos. If

you would like a copy of the videos, Lt. Blashka can put them on a disk. The charge would be \$25.00.

Insured

Andrew J Kummerow
530 N Main St Apt 319
Oshkosh WI 54901
DOB: 01/25/1991
Policy#: WIS0154692

Current Diagnosis

S13.4XXA Sprain of ligaments
S23.3XXA Sprain of ligaments
S33.5XXA Sprain of ligaments
S33.6XXA Sprain of sacroiliac

Date	Description
08/10/20	99214 25 Established
08/10/20	98941 Adjustment 3-
08/12/20	98941 Adjustment 3-
08/14/20	98941 Adjustment 3-
08/17/20	98941 Adjustment 3-
08/19/20	98941 Adjustment 3-
08/24/20	Payer payment appl
08/24/20	Payer payment appl
08/24/20	Payer payment appl
08/24/20	Payer Adjustment ap

Gregor, Cassie

From: Andrew Kummerow <iosparxx@gmail.com>
Sent: Wednesday, October 21, 2020 11:06 PM
To: DCFWEB; Downing, Charlotte J - DCF; Gregor, Cassie
Subject: Keep this WOMAN FAR AWAY FROM ME!

KEEP HER AWAY FROM ME!!!!!!!!!!!!!!!

10:49

LTE

mylife.com



My
Dashboard

Reputation
Profile

People
I Follow

Where's
My Info

Bonnie Kinate, 71

AKA: Bonnie J Kinata, Bonnie J Kinate, Bonnie Jean Kinate
2510 Village Ln Apt B,
Oshkosh, WI 54904



[View
Photos](#)

Previous Addresses: Wausau, WI

Phone: 715-***-****



Approx. Reputation Score

3.38 - 4.89 /5



2

3 **RESOLUTION: Authorize the Winnebago County Sheriff’s Department to Enter Into a 5-Year**
4 **Contract with AT&T Global Services, an Affiliate of AT&T Corp, to Provide**
5 **Maintenance for AT&T Purchased Equipment Including Replacement Hardware**
6 **and Software; and Provided Services Including 911 Voice Maintenance, 911 Voice**
7 **Warranty Services, and 911 Call Handling Equipment and Services**

8

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

10 **WHEREAS**, the Winnebago County Sheriff’s Department uses AT&T Global Services for its Public Safety
11 Equipment Services for 911 CPE Call Handling; and

12 **WHEREAS**, the current 5-year maintenance contract with AT&T Global Services, an affiliate of AT&T
13 Corporation, is due to expire on December 31, 2020; and

14 **WHEREAS**, the Public Safety Equipment Resale and Related Services for 911 CPE Call Handling is
15 necessary to ensure appropriate call handling and maintenance of voice transactions within the county-wide 911
16 telephone system; and

17 **WHEREAS**, the maintenance agreement will work hand in hand with the major NG911 upgrade and
18 purchased equipment scheduled for 2021; and

19 **WHEREAS**, the vendor will include hardware and software technology upgrades throughout the term of the
20 agreement; and

21 **WHEREAS**, there are over \$125,000 in grant funds available to offset some of the purchased equipment
22 upgrade costs, which were already approved by the Winnebago County Board of Supervisors earlier this year.

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes the Winnebago County Sheriff’s Department to enter into a 5-year contract with AT&T Global Services for
25 911 CPE Call Handling, beginning January 1, 2021, and extending through December 31, 2025, pursuant to those
26 terms as are contained in the attached proposed contract, which is incorporated herein by reference and made a part
27 of this Resolution.
28

29

30 Respectfully submitted by:

31 **JUDICIARY AND PUBLIC COMMITTEE**

32 Committee Vote: **5-0**

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **5-0**

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

37

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

39

40

41

42

Mark L Harris
Winnebago County Executive



CUSTOMER Legal Name ("Customer")	AT&T Corp. ("AT&T")	AT&T Branch Sales Contact Name
Winnebago County Sheriff Office	AT&T Corp.	Name: Paul Rzeznik
CUSTOMER Address	AT&T Corp. Address and Contact	AT&T Branch Sales Contact Information
4311 Jackson St. Oshkosh, WI 54901	One AT&T Way Bedminster, NJ 07921-0752 Attn: Master Agreement Support Team E-mail: mast@att.com	23500 Northwestern Hwy. W-Bldg. Southfield MI USA 48075 Phone : 248 701-4026 Email : pr6251@att.com Sales/Branch Manager: Nash SCVP Name: Schwartz
CUSTOMER Contact		AT&T Contact Information
Name: Lara Vendola-Messer Title: Captain Telephone: 929 236-7337 Email: LVendola@co.winnebago.wi.us		Name: Paul Rzeznik Address: 23500 Northwestern Hwy. W-Bldg City: Southfield State / Province: MI Country: USA Domestic / Intl / Zip Code: 48075 Telephone: 248 701-4026 Email: pr6251@att.com
CUSTOMER Billing Address and Contact		

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above. In the case of a conflict, the descending order of priority for the documents in this Pricing Schedule is Sub-Rider B3, the other applicable Sub-Riders, the applicable Rider and the General Terms.

- Rider A – Purchased Equipment
 Rider B – AT&T-Provided Services
 Sub-Rider B1 – AT&T-Provided 911 Voice Maintenance
 Sub-Rider B2 – AT&T-Provided 911 Voice Warranty Services
 Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

CUSTOMER	AT&T Corp.
By: _____ (by its authorized representative)	By: _____ (by its authorized representative)
(Typed or Printed Name)	(Typed or Printed Name)
(Title)	(Title)
(Date)	(Date)

**GENERAL TERMS APPLICABLE TO
AT&T PUBLIC SAFETY EQUIPMENT RESALE AND RELATED SERVICES**

1. SERVICES AND PURCHASED EQUIPMENT

- "Purchased Equipment" – means equipment (including Software) sold and Software separately sold by AT&T to Customer pursuant to this Pricing Schedule. "Purchased Equipment" includes replacement hardware and Software provided in connection with AT&T-Provided Maintenance and Warranty Services.
- "Software" – means software purchased separately or software included with the equipment purchased, pursuant to this Pricing Schedule.
- "Services" – per applicable Riders and Sub-Riders.

2. QUOTE

AT&T may provide a quote for the price of Purchased Equipment or Services to Customer ("Quote") or include such information in a Statement of Work ("SOW"). Such Quote will expire thirty (30) days after the date of the Quote, unless a different time period for expiration is stated in the Quote. All such pricing is applicable only to the project or purchase specified in such Quote unless stated otherwise in the SOW or Sub-Rider.

3. ORDERS

(a) Order means an order for Purchased Equipment or Services, including Statements of Work and requests to change an Order, that Customer submits to AT&T in writing (or other method specifically authorized by AT&T). AT&T reserves the right not to accept any Order. Except for information required by AT&T to fulfill the Order, no terms and conditions, or other language contained in any Customer-supplied document or purchase order shall apply.

(b) Telephone Orders may be accepted for moves, adds, or changes to Purchased Equipment that do not require design engineering support from AT&T or the supplier and can be ordered off the shelf without being configured or designed with other components.

4. TAX EXEMPTION

Customer must present a tax exemption certificate to AT&T, valid in the place of delivery, prior to or with an Order to receive exemption status.

5. TERMINATION

(a) Either party may terminate this Pricing Schedule upon thirty (30) days' prior written notice, except that all work under any outstanding Orders will be completed unless one party notifies the other otherwise in writing.

(b) Customer may terminate an Order on five (5) days prior written notice. AT&T may recover all amounts owing under the Order for any time, materials and expenses incurred through the effective date of termination, and any third party charges resulting from the termination.

6. LIMITATION OF LIABILITY

(a) EACH PARTY'S LIABILITY SHALL BE LIMITED TO PROVEN DIRECT DAMAGES NOT TO EXCEED PER CLAIM (OR IN THE AGGREGATE FOR CLAIMS ARISING DURING ANY TWELVE MONTH PERIOD) TWICE THE NET PURCHASE PRICE OF THE PURCHASED EQUIPMENT OR SERVICES IN THE ORDER GIVING RISE TO THE LIABILITY. THE LIMITATION IN THIS SECTION SHALL NOT LIMIT CUSTOMER'S RESPONSIBILITY FOR THE PAYMENT OF ALL PROPERLY DUE CHARGES.

(b) Except for AT&T-Provided Service, AT&T SHALL HAVE NO DUTY TO DEFEND, INDEMNIFY, OR HOLD CUSTOMER HARMLESS FROM OR AGAINST ANY SETTLEMENTS, DAMAGES, COSTS AND OTHER AMOUNTS INCURRED BY CUSTOMER ARISING FROM THE ACTUAL OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY BASED ON OR INVOLVING EQUIPMENT, SOFTWARE OR SERVICES FURNISHED UNDER THIS PRICING SCHEDULE.

7. PURCHASED EQUIPMENT WARRANTY AND LIMITATION ON USE

(a) AT&T shall pass through to Customer any warranties available from Purchased Equipment manufacturers or licensors. The manufacturer or licensor and not AT&T is responsible for any such warranties.

(b) Except as set out in Section 7(a), ALL PURCHASED EQUIPMENT IS PROVIDED TO CUSTOMER ON AN "AS IS" BASIS. AT&T DISCLAIMS ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED OF ANY KIND (INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, SATISFACTORY QUALITY, NON-INTERFERENCE, ACCURACY OF INFORMATIONAL CONTENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE OR COURSE OF DEALING). These disclaimers shall apply even if the express warranties from equipment manufacturers or licensors fail of their essential purpose.

8. MAINTENANCE CHARGES

AT&T may invoice maintenance charges in full in advance of the term for AT&T-Provided and Manufacturer-Provided maintenance services. Such maintenance charges are non-refundable.

Rider A – Purchased Equipment

1. AVAILABILITY AND DELIVERY SCHEDULE

AT&T's delivery of Purchased Equipment is contingent upon the availability and the delivery schedule of the manufacturer or supplier. AT&T can not guarantee availability or firm delivery dates. Purchased Equipment is deemed accepted by Customer upon passage of title and risk of loss.

2. TITLE AND RISK OF LOSS

Title to and risk of loss of Purchased Equipment passes to Customer on delivery by manufacturer or supplier to a carrier for shipment; provided that if AT&T also provides Services (other than Warranty Services or Maintenance Services) in connection with the Purchased Equipment, title and risk of loss passes to Customer on delivery to Customer.

3. SHIPPING AND STORAGE

(a) Shipping Charges.

(i) Standard Fee for AT&T-provided shipping: One percent (1%) of the total purchase price for the Purchased Equipment (other than Software) shipped.

(ii) Customer may request in an Order to be invoiced by the carrier of its choice by providing AT&T the identification of the shipper, Customer's account information, and method of shipment.

(iii) If Customer requires overnight shipping, Customer should make such a request in writing and AT&T will quote the pricing associated with such delivery on a case by case basis.

(b) Storage Charges. Any storage charges for Purchased Equipment following transfer of title and risk of loss are the sole responsibility of Customer and are not included in shipping charges.

4. INVOICING; CREDIT TERMS

AT&T may invoice Customer for Purchased Equipment upon delivery to the carrier. AT&T retains a lien and purchase money security interest in each item of Purchased Equipment and Software until Customer pays all sums due. AT&T is authorized to sign and file a financing statement to perfect such security interest.

5. PURCHASED EQUIPMENT RETURNS

(a) Warranty Returns. If Purchased Equipment requires return during its respective warranty period, and the manufacturer or supplier determines such Purchased Equipment qualifies for a return, AT&T will obtain a Return Material Authorization ("RMA") and instructions from the manufacturer or supplier. Upon AT&T providing the RMA to Customer, Customer will return the Purchased Equipment according to the manufacturer's or supplier's policies and instructions.

(b) Non-defective Returns. If Customer seeks to return Purchased Equipment that is non-defective or not otherwise covered by a warranty, Customer must contact AT&T in time for AT&T to obtain an RMA with instructions from the manufacturer or supplier within fifteen (15) days following delivery of such Purchased Equipment to the ship-to address in the applicable Order; however, if the Purchased Equipment is delivered to an AT&T staging facility prior to delivery to the ship-to address, Customer must contact AT&T within fifteen (15) days following notice to Customer of delivery to the staging facility. Any such return shall be at the sole discretion of the manufacturer or supplier. If the return is authorized, Customer will be responsible for payment of any associated return or restocking fee, return shipping costs, and risk of loss of the Purchased Equipment. Notwithstanding the foregoing, ONCE AT&T'S CONFIGURATION OF PURCHASED EQUIPMENT FOR USE BY CUSTOMER HAS COMMENCED, NON-DEFECTIVE RETURN IS NOT AVAILABLE.

(c) Maintenance Returns. To return Purchased Equipment covered by a maintenance service, Customer must contact the applicable maintenance service provider to obtain an RMA and instructions.

6. MANUFACTURER-PROVIDED SERVICES

Manufacturer-Provided Services identified in Customer's Order with the manufacturer's stock-keeping unit number are provided directly to Customer by the manufacturer under a separate agreement between Customer and the manufacturer. Customer shall assent to and comply with the terms of the agreement with the manufacturer. AT&T is not a party to that agreement. AT&T's sole responsibility is to place Customer's orders for Manufacturer-Provided Services, except that AT&T may invoice Customer for the Manufacturer-Provided Services.

7. LICENSES, RESTRICTIONS, REQUIREMENTS

(a) Software is provided subject to the terms of the Software licensor's license agreement which is a separate agreement between Customer and the licensor. Customer must assent to and comply with the license agreement.

(b) Purchased Equipment may be subject to additional requirements or restrictions imposed by manufacturer or licensor. Customer must assent to and comply with all such requirements or restrictions.

Rider B – AT&T-Provided Services

1. SERVICE

- Per applicable Sub-Rider
- Services have an end date and do not continue under a month-to-month service arrangement after the end of a term unless specifically identified as such in the applicable Sub-Rider.

2. INTELLECTUAL PROPERTY RIGHTS

(a) All intellectual property rights used in providing, or arising by virtue of AT&T's performance, of the Services are and will be the sole and exclusive property of AT&T, and neither ownership nor title to any such property will pass to Customer.

(b) Customer shall own copies of any reports produced and furnished to Customer by AT&T ("Reports"), and AT&T grants Customer a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify Reports solely for Customer's own internal business purposes. For avoidance of doubt, "internal business purposes" exclude public distribution, resale to third parties and revenue generation purposes.

(c) AT&T grants to Customer the non-exclusive, personal, and non-transferable right to use any items other than Reports produced and furnished to Customer by AT&T under this Pricing Schedule, solely (i) for Customer's own internal business purposes during the term of this Pricing Schedule or (ii) for such other purposes as may be agreed in writing by the parties.

(d) Except as otherwise specified in this Pricing Schedule, no other right or license to or under any of AT&T's intellectual property rights is either granted or implied under this Pricing Schedule.

3. WORKMANSHIP

The provision of Services under this Pricing Schedule shall be performed in a workmanlike manner that would meet commercial industry standards in the field to which the work pertains. AT&T's obligation under this Section expires upon Customer's acceptance of the Services.

4. INDEPENDENT CONTRACTOR

AT&T is an independent contractor for the Services performed under Pricing Schedule.

5. ACCEPTANCE

Upon completion of professional and implementation Services ("Service Completion Date"), Customer either shall sign the acceptance document AT&T presents or shall provide within five (5) Business Days of the Service Completion Date written notice to AT&T identifying any non-conforming professional or implementation Service. "Business Day" means Monday through Friday, excluding AT&T-recognized holidays. If Customer fails to provide such notice, Customer is deemed to have accepted the Service as of the Service Completion Date. AT&T may invoice Customer for professional and implementation Services upon acceptance.

6. NON-SOLICITATION

Customer agrees not to directly solicit for employment any personnel of AT&T or its subcontractors or agents performing Services hereunder until one (1) year following the completion or termination of applicable Order pursuant to which the Services were performed without the prior written consent of AT&T.

7. DELAYS

If there is a delay in providing Services that was not caused by AT&T, Customer may incur additional labor or other charges. AT&T shall not be liable for such a delay. Such a delay may also impact future schedules.

8. REMOTE ACCESS TO EQUIPMENT

Customer shall provide remote access to equipment during installation and maintenance for trouble isolation, monitoring and resolution. Customer may satisfy this requirement: (i) by providing in-band or out-of-band connection; (ii) providing technical personnel on Site; or (iii) as otherwise described in the applicable Service Guide.

9. EQUIPMENT STORAGE

On the premises where the Services are being performed, AT&T or its subcontractors may store, at no charge, a reasonable amount of equipment, materials, tools and other items necessary for the performance of Services in a secure location provided by Customer ("Storage Location"). Customer will take reasonable precautions to protect and maintain the integrity of any such items. Customer agrees to accept delivery of any such items, to place them or direct their placement in the Storage Location and to notify AT&T of the delivery and Storage Location.

10. SERVICES SUPPLIER

If an AT&T supplier necessary for the delivery of Services ceases to provide all or a portion of such Services, either Party may terminate the affected portion of the Services, and Customer will receive a pro-rata refund of any amounts prepaid for such terminated Services.

Rider B1 – AT&T-Provided 911 Voice Maintenance Services

1. SERVICES; SERVICE PUBLICATIONS

Service	Service Publication Location
AT&T 911 Voice Maintenance Solutions ("911VMS")	<i>Pending Approval</i>

AT&T provides AT&T 911 Voice Maintenance Solutions Services ("Maintenance Services") for certain equipment ("Supported Equipment"), in accordance with this Pricing Schedule, the applicable SOW and the applicable Service Guide. Supported Equipment covered by Maintenance Services is specified in an SOW or the Service Guide.

2. CERTIFICATION AND REVIEWS

(a) **Manufacturer's Certification for Supported Equipment.** If an item of equipment is not covered by the manufacturer's warranty or by a manufacturer-approved maintenance service immediately before AT&T begins providing the Maintenance Service for the equipment, Customer must provide a manufacturer's certification that equipment is in working order and eligible to be included in a maintenance plan.

(b) **Changes in Supported Equipment covered by Maintenance Services.** AT&T may conduct periodic equipment reviews for additions or deletions of Supported Equipment that is being maintained, and will make any appropriate adjustments to Maintenance Services.

(c) Neither Customer nor any party other than AT&T or its designated agents may alter, repair, or maintain any Supported Equipment.

3. MAINTENANCE TERM AND RENEWAL

The term for Maintenance Services (the "Maintenance Term") and level of Maintenance Service are set forth in the applicable Order. UNLESS EITHER PARTY TERMINATES BY WRITTEN NOTICE ON COMPANY LETTERHEAD WITH A HANDWRITTEN SIGNATURE AT LEAST THIRTY (30) BUSINESS DAYS PRIOR TO EXPIRATION OF THE THEN-CURRENT MAINTENANCE TERM, AND IF THE LEVEL OF MAINTENANCE SERVICE REFLECTED IN SUCH ORDER REMAINS AVAILABLE UNDER THE APPLICABLE SERVICE PUBLICATION AT TIME OF RENEWAL, THE MAINTENANCE TERM WITH REGARD TO SUCH ORDER AUTOMATICALLY RENEWS: (I) FOR VOICE SUPPORTED EQUIPMENT, FOR AN ADDITIONAL ONE (1) YEAR. AT&T MAY, AT THE COMMENCEMENT OF ANY RENEWAL MAINTENANCE TERM, CHANGE THE PRICE OF SERVICE UPON AT LEAST THIRTY (30) DAYS PRIOR WRITTEN NOTICE.

4. PRICE CHANGES

AT&T also may change the price of Maintenance Services on written notice for Supported Equipment at the time it is changed, upgraded or added.

5. REPLACEMENT PRODUCTS; END-OF-SUPPORT; RETURN OF DEFECTIVE EQUIPMENT

(a) **Spare parts and equipment ("Replacement Products")** may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Maintenance Term is contingent upon the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T cannot guarantee firm delivery dates.

(b) If an item of Supported Equipment is discontinued or placed at end-of-life or end-of-support status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to obtain replacement parts and provide Maintenance Service for the item of Supported Equipment for which additional charges may apply or AT&T may delete such item of Supported Equipment from Maintenance Services and provide a pro-rata refund.

(c) AT&T will provide an RMA number for defective Supported Equipment ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the date of the RMA, or Customer will be invoiced, and shall pay, for the corresponding Replacement Product. Defective Items are the property of AT&T upon delivery to the carrier.

6. EXCLUSIONS FOR AT&T-PROVIDED MAINTENANCE SERVICES.

(a) AT&T will perform Maintenance Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Maintenance").

(b) Covered Maintenance does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including, fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, virus and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Maintenance.

(c) Diagnostic and repair work AT&T performs outside of Covered Maintenance is invoiced at AT&T's prevailing rates for time and materials.

Rider B2 – AT&T-Provided 911 Voice Warranty Services

1. WARRANTY SERVICES

- (a) AT&T Warranty Services, as described in this Sub-Rider, apply to Purchased Equipment used in 911 CPE call handling solutions purchased from and installed by AT&T. Purchased Equipment covered by AT&T Warranty Services is specified in a SOW or the Service Guide. Basic Warranty Service is provided without additional charge. AT&T may invoice in full for warranty upgrades in advance of the Warranty Period.
- (b) The standard "Warranty Period" is one (1) year from installation of the Purchased Equipment. The Warranty Period will not restart or increase due to or as a result of any repair, replacement or move of or addition or change to any Purchased Equipment.
- (c) During the Warranty Period, if the Purchased Equipment other than Software does not conform to the manufacturer's warranty, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, repair or replace any non-conforming, warranted hardware.
- (d) During the specified Warranty Period, if any item of Software that is properly installed and operating on the Purchased Equipment for which it is originally licensed does not conform to the Software warranty or if the media on which the Software is provided is defective in materials or workmanship under normal use, Customer shall notify AT&T of such nonconformance. AT&T shall, at AT&T's sole option, (i) provide a suitable fix, patch, or workaround any non-conforming warranted Software; or (ii) will replace at no charge any non-conforming warranted Software media if it is delivered to carrier for shipment to AT&T during the Warranty Period along with proof of date of shipment to Customer.
- (e) If AT&T determines that any remedy set forth in Section 1(c) or 1(d) is not reasonably available, then AT&T may issue a refund, at its sole option, of an amount (e.g., using Customer's federal income tax depreciation schedule) based upon: (i) the price paid by Customer in the case of defective warranted hardware, or (ii) the one-time fee paid in the case of defective warranted Software.

2. REPLACEMENT PRODUCTS; RETURN OF DEFECTIVE EQUIPMENT

- (a) Spare parts and equipment ("Replacement Products") may be new or reconditioned if equivalent to new in performance. AT&T's provision of Replacement Products during the Warranty Period is contingent on the delivery schedule of the manufacturer or supplier. AT&T has no liability for delays in any delivery schedule. AT&T can not guarantee firm delivery dates. If an item of Purchased Equipment is placed at end-of-life status by the manufacturer, AT&T shall only be obligated to use commercially reasonable efforts to provide Replacement Products for an item of Purchased Equipment.
- (b) AT&T will provide an RMA number for a defective warranted hardware ("Defective Item"). Customer shall return the Defective Item within thirty (30) days after the RMA is generated, or Customer will be invoiced for the corresponding Replacement Product. Defective Items are the property of AT&T. If the returned warranted hardware is found not to be defective, Customer will be charged for the Replacement Products at Customer's current price.

3. EXCLUSIONS FOR AT&T WARRANTY SERVICES.

- (a) AT&T will perform AT&T Warranty Services only for damage to, substandard performance of or failure of Supported Equipment resulting only from Supported Equipment defects or normal wear and tear ("Covered Work").
- (b) Covered Work does not include hardware defects or software failures resulting from any cause whatsoever not attributable to AT&T, including, but not limited to: (i) mishandling, abuse, misuse, improper storage, improper installation, improper maintenance, improper electrical voltage or current or improper operation (including use in conjunction with equipment electrically or mechanically incompatible); (ii) accident; (iii) theft; (iv) force majeure events, including fire, explosion (other than fire or explosion directly attributable to a Supported Equipment defect), power failure, lightning or other induced power surge, flood, wind, war, terrorism, and acts of God; (v) Customer-caused programming errors in software or applications; (vi) Customer-performed system configurations; (vii) Customer's failure to maintain a proper operating environment, to back up its data or to secure its network environment; (viii) Customer's failure to follow manufacturer/licensor recommendations; and, (ix) repair, relocation, damage or alteration of the Supported Equipment by anyone other than AT&T or its designated agents. Supported Equipment supporting IP telephony may experience certain compromises in performance, reliability and security even when performing as warranted; diagnostic and repair work in response to such compromises is not included in Covered Work.
- (c) Diagnostic and repair work AT&T performs outside of Covered Work is invoiced at AT&T's prevailing rates for time and materials.

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SERVICE

This Sub-Rider B-3 for AT&T 911 Call Handling Equipment and Services covers AT&T's sale of voice Purchased Equipment (referred to as Purchased Equipment, Equipment or CPE in this Sub-Rider) installation and/or maintenance Service for such Purchased Equipment to be provided by AT&T under the Maintenance Plan as set forth herein (the "Maintenance Plan"), and as further described below. The Purchased Equipment is identified in this Sub-Rider or in the attached or referenced Bill of Materials, or Order. This Sub-Rider also covers any Orders issued hereunder or in a SOW issued under this Sub-Rider, as well as any additions or replacement to the Purchased Equipment or Service.

I. Service Order Information and Payment Terms

***Taxes & Freight will be listed separately on the invoice. Total Purchase Price does not include maintenance.**

Rates and Charges

Non-Recurring Charges

Site Name	Address	City	State	Quantity of Positions	Non-Recurring Costs
					\$
Winnebago Co Sheriff	4311 Jackson St.	Oshkosh	WI	9	\$ 219,819.00
	Intrado Viper w/Power 911 and Power Metrics				\$
					\$
					\$
					\$
					\$
					\$
					\$
					\$
Total Non-Recurring Charge					\$ 219,819.00

Recurring Rates

Service Type	Payment Period (Monthly/Annual)	Term (in months)	Recurring Costs
			\$
			\$
			\$
			\$
Total Recurring Rate			\$

Payment Terms:

- Locations to be invoiced and billed after each installation and customer acceptance.
- Equipment & Services Detail as per quote dated July 13, 2020

Leasing: AT&T Capital Services Other: (Name of Leasing Company) No

Purchase Order Number:

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

SELECTION OF EQUIPMENT SERVICE PLAN:

AT&T 911 Voice Maintenance Solutions*: Essential Plus Custom Customer Initials: _____ (Required)
* Customer must select either Essential Plus or Custom in order to receive maintenance services under this Pricing Schedule.

Initial Term: 4 Years From: _____ To: _____ Annual Price: \$30,071.47
Service Plan Payment Terms (default is annual): Prepay Annual Financing: (Name of Leasing Company)

NOTE: Hardware Maintenance Services commence upon expiration of one (1) year warranty.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates AT&T 911 Voice Maintenance Solutions in whole or in part, including reduction in service level, Customer, depending on the payment terms, either shall be (a) invoiced fifty percent (50%) of the fees 30 days from the date AT&T received written notice of termination to the expiration of the maintenance term plus any non-recoverable and third party costs incurred by AT&T; or (b) credited fifty percent (50%) of fees paid for the terminated Service less any non-recoverable and third party costs.

Manufacturer-Provided Maintenance Services: OEM: Intrado

Name of Service: SW Subscription, SW Protect/Remote Support, Power Metrics

Coverage Level: _____

ACCEPT - Customer Initials: _____ DECLINE - Customer Initials: _____

Initial Term: 5 Years From: _____ To: _____ Annual Price: \$19,680.75
Service Plan Payment Terms: Prepay Annual Financing: (Name of Leasing Company)

NOTE: Software Support Services commence when Equipment is shipped from supplier/distributor.

TERMINATION PRICING ADJUSTMENTS: If Customer terminates Manufacturer-Provided Maintenance Service in whole or in part, the remaining unused portion of the maintenance fees is non-refundable, either by way of cash or credits.

Remittance for invoices rendered by AT&T Global Services for Service Plans should be to AT&T Global Services.

Attachments:

- 1. Statements of Work e.g. SOW, SCOW, PIG
- 2. Bill of Materials for Equipment and Services
- 3. Invoicing Schedule and Payment Terms
- 4. Implementation Timeline
- 5. Certificate of Acceptance
- 6. Other: [_____]

Sub-Rider B3 – AT&T 911 Call Handling Equipment and Services

II. Special Terms and Conditions for PSAP – LAN Configurations or Installations

CUSTOMER WARRANTS TO AT&T AND ALL 911 EMERGENCY SERVICE USERS THAT THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER, OR PREVIOUSLY SUPPLIED BY AT&T, IS NOT CONNECTED AND WILL NOT BE CONNECTED TO ANY LOCAL AREA NETWORK ("LAN") OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CRIME INFORMATION CENTER NETWORK ("CIC") OR SIMILAR NETWORK; PROVIDED, HOWEVER, THAT CUSTOMER MAY CONNECT SAID EQUIPMENT AND/OR SERVICES TO THE CIC OR SIMILAR NETWORK IF AND ONLY IF SUCH CONNECTION IS EXPRESSLY APPROVED IN WRITING BY AT&T, WHICH APPROVAL SHALL BE IN AT&T'S SOLE DISCRETION. AT&T RELIES ON THIS REPRESENTATION BY CUSTOMER IN AGREEING TO INSTALL AND/OR MAINTAIN SAID EQUIPMENT AND ALL SERVICES THEREON.

AT&T MAINTAINS A STRICT POLICY ("PSAP NETWORK SECURITY POLICY") THAT IT WILL INSTALL 911 EQUIPMENT ONLY IN A SECURE PSAP LAN, AND ONLY WHERE SUCH LANS ARE NOT CONNECTED TO ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL. AT&T WILL NOT INSTALL OR TERMINATE A PSAP LAN TO A FIREWALL. AT&T WILL IDENTIFY THE DEMARCATION POINT FOR THE PSAP LAN, BEYOND WHICH CUSTOMER AGREES THAT AT&T IS NOT RESPONSIBLE. IN THE EVENT CUSTOMER CONNECTS ITS PSAP LAN TO ANY OTHER COMPUTER NETWORK, CONTRARY TO AT&T'S EXPRESS PSAP NETWORK SECURITY POLICY (WHICH CUSTOMER ACKNOWLEDGES IT HAS RECEIVED AND READ), AND THE PSAP LAN IS INFECTED OR DAMAGED AS A RESULT OF SUCH ACTIONS, THEN ALL WARRANTIES, AND MAINTENANCE AND SERVICE PROVISIONS OF THIS AGREEMENT SHALL BE NULL AND VOID AND AT&T DISCLAIMS ANY LIABILITY WHATSOEVER RELATING TO ANY PSAP LAN WHICH CUSTOMER OR ITS AGENTS CONNECT TO ANY OTHER COMPUTER NETWORK CONTRARY TO THE PSAP NETWORK SECURITY POLICY.

UNDER SUCH CIRCUMSTANCES, AT&T WILL PROVIDE REPAIR SERVICES FOR THE PSAP LAN AT CUSTOMER'S REQUEST, WHICH WILL BE BILLED ON A TIME AND MATERIALS BASIS AT AT&T'S THEN-PREVAILING SERVICES RATES. CUSTOMER FURTHER AGREES TO INDEMNIFY AND HOLD AT&T HARMLESS FOR ANY DAMAGES TO OR CLAIMS BY ANY THIRD PARTY AGAINST AT&T WHICH ARISE IN WHOLE OR IN PART FROM CUSTOMER'S CONNECTION OF THE 911 EQUIPMENT AND/OR SERVICES BEING PROVIDED HEREUNDER TO ANY LAN OR ANY OTHER COMPUTER NETWORK OUTSIDE OF AT&T'S CONTROL, INCLUDING WITHOUT LIMITATION THE NATIONAL CIC.

1 101-112020

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3 **RESOLUTION: Authorize the Sheriff's Office to Accept a Wisconsin Public Service Foundation**
4 **Grant in the Amount of \$2,000 to Replace Body Armor Plates**

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

8 **WHEREAS**, the Winnebago County Sheriff's Office was awarded a Wisconsin Public Service Foundation
9 Grant in the amount of \$2,000; and

10 **WHEREAS**, this grant will be used to replace body armor plates.

11
12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
13 authorizes the Winnebago County Sheriff's Office to accept a Wisconsin Public Service Foundation grant in the
14 amount of \$2,000 to replace body armor plates.

15
16 **Fiscal Impact:** No fiscal impact. The grant funds will cover the related expenditures.

17
18 Respectfully submitted by:
19 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

20 Committee Vote: **3-0**

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

23 Committee Vote: **3-0**

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

25
26 Approved by the Winnebago County Executive this ____ day of _____, 2020.

27
28 _____
29 Mark L Harris
30 Winnebago County Executive

1 102-112020

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3 **RESOLUTION: Authorize a Transfer of \$21,000 from the Winnebago County Contingency**
4 **Reserve Account, along with \$21,000 of Intergovernmental Revenue from**
5 **Outagamie County to the University of Wisconsin Oshkosh – Fox Cities**
6 **Campus's Professional Services Account to Conduct a Feasibility Study for the**
7 **Redevelopment of the Student Development Center and Food Service Operations**
8

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

10 **WHEREAS**, the University of Wisconsin Oshkosh – Fox Cities campus intends to complete a feasibility study
11 for the redevelopment of the Student Development Center and Food Service Operations to determine a project
12 scope and cost estimate; and

13 **WHEREAS**, this will be phase one of a two phase approach for Winnebago County to move forward with this
14 capital project. and

15 **WHEREAS**, after the feasibility study, design and engineering will take place; and

16 **WHEREAS**, Outagamie County approved \$131,948 in their Fiscal Year 2020 Budget to complete the design;
17 and

18 **WHEREAS**, the total cost of the feasibility study is \$42,000 and will be equally funded by both Outagamie
19 County (\$21,000) and Winnebago County (\$21,000).

20

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 authorizes a transfer of \$21,000 from the Winnebago County Contingency Reserve Account, along with \$21,000 of
23 intergovernmental revenue from Outagamie County, to the University of Wisconsin Oshkosh – Fox Cities Campus's
24 Professional Services Account to conduct a feasibility study for the redevelopment of the Student Development
25 Center and Food Service Operations.

26

27 **Fiscal Impact:** The Winnebago County Contingency Reserve Account will be decreased by \$21,000. The
28 balance of this account is currently \$242,532.

29

30 Respectfully submitted by:

31 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

32 Committee Vote: 4-1

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: 3-0

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

37

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

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Mark L Harris
Winnebago County Executive

1 **103-112020**

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3 **RESOLUTION: Authorize the Wittmann Regional Airport to Accept a CARES Act Grant from the**
4 **Department of Transportation Bureau of Aeronautics in the Amount of \$69,000 to**
5 **Offset Revenue Declines or Pay for Airport Operations or Maintenance Costs**

6

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

8 **WHEREAS**, in March 2020, Congress passed the CARES Act and one provision of that act was for General
9 Aviation airports of Wittman Regional Airport's classification to receive \$69,000 in grant assistance; and

10 **WHEREAS**, these funds are earmarked to offset revenue declines, or pay any airport operations or
11 maintenance costs.

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
13 authorizes the Wittman Regional Airport to accept a CARES Act grant from the Department of Transportation Bureau
14 of Aeronautics in the amount of \$69,000 to offset revenue declines or to pay for any airport operations or
15 maintenance costs.
16

17

18 **Fiscal Impact:** This grant will help offset declines in revenue or additional expenditures in order to assist in
19 balancing the Airport's 2020 operating budget.

20

21 Respectfully submitted by:

22 **AVIATION COMMITTEE**

23 Committee Vote: **5-0**

24 Respectfully submitted by:

25 **PERSONNEL & FINANCE COMMITTEE**

26 Committee Vote: **3-0**

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

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

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Mark L Harris
Winnebago County Executive

2 **RESOLUTION: Amend the Table of Organization for the Winnebago County Human**
3 **Services Department to Add One Full-Time Division Manager—**
4 **Administrative Services Position**

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

8 **WHEREAS**, the Deputy Director of Human Services position was recently filled through an internal
9 promotion, following retirement of the former Deputy Director; and

10 **WHEREAS**, the former Deputy Director of Human Services also served in the role of Division Manager of the
11 Administrative Services Division; and

12 **WHEREAS**, the Deputy Director of Human Services has significant responsibilities in the areas of providing
13 leadership to all five department divisions, coordinating services among divisions, and strategic planning for the
14 department as a whole; and

15 **WHEREAS**, these duties require the full-time attention of the Deputy Director, thus necessitating that
16 leadership of the Administrative Services Division be assigned to a separate position; and

17 **WHEREAS**, it is anticipated that a new Division Manager–Administrative Services position will be filled
18 through internal promotion, and that after personnel moves are completed a full-time position will be left unfilled so
19 that a budget transfer will not be necessary to fund the new Division Manager position.

20 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors, that the Table of
21 Organization for the Winnebago County Human Services Department, Administrative Services Division, is amended
22 by adding one full-time Division Manager – Administrative Services position
23

25 Respectfully submitted by:

26 **HUMAN SERVICES BOARD**

27 Committee Vote: **7-0**

28 Respectfully submitted by:

29 **PERSONNEL AND FINANCE COMMITTEE**

30 Committee Vote: **3-0**

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

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

36 _____
37 Mark L Harris
38 Winnebago County Executive

2 **RESOLUTION: Ratifying Tentative Agreement with Winnebago County Deputies'**
3 **Association for 2021 Through 2023.**

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

7 **WHEREAS**, the existing collective bargaining agreement between Winnebago County and the Winnebago
8 County Deputies' Association expires on December 31, 2020; and

9 **WHEREAS**, the Winnebago County Deputies' Association represents approximately 123 public safety
10 employees, who have collective bargaining rights, including the right to submit disputes to interest arbitration, under
11 Wisconsin Statutes; and

12 **WHEREAS**, negotiators for Winnebago County and the Deputies' Association have reached a Tentative
13 Agreement, a copy of which is attached hereto, regarding changes to the collective bargaining agreement that would
14 cover calendar years 2021, 2022, and 2023, and this Tentative Agreement has been ratified by members of the
15 Deputies' Association; and

16 **WHEREAS**, the most significant changes found in the Tentative Agreement include:

- 17 • Across-the-board pay increases of 2.0% effective January 1, 2021; 2.25% effective January 1, 2022; and
- 18 2.25% effective January 1, 2023;
- 19 • Elimination of corporal positions;
- 20 • Elimination of the option for employees to forego dental coverage and receive an extra four days of paid
- 21 sick leave per year;
- 22 • Increase of the employee share of health premiums to 17%, or 12% if participating in the health risk
- 23 assessment program, to match the benefits for other County employees;
- 24 • Clarification of language regarding probationary employees; and
- 25 • Increasing maximum vacation carryovers from five to six days; and

26 **WHEREAS**, ratification of this Tentative Agreement would be in the best interests of Winnebago County; and

27 **WHEREAS**, the anticipated total cost of the pay increases called for by this Tentative Agreement for 2021 is
28 \$181,710, which will be transferred by the Personnel & Finance Committee from the Salary Contingency Account to
29 Sheriff's Office Operating Accounts, using funds previously allocated for this purpose in the 2021 adopted budget;

30 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
31 ratifies the Tentative Agreement attached hereto, and that the Winnebago County Executive and Winnebago County
32 Clerk are authorized to execute on behalf of Winnebago County a new collective bargaining agreement reflecting the
33 changes identified in the Tentative Agreement and covering the period January 1, 2021, through December 31, 2023.
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36 Respectfully submitted by:

37 **PERSONNEL & FINANCE COMMITTEE**

38 Committee Vote: **3 - 0**

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

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

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Mark L Harris
Winnebago County Executive

Fiscal Note:

	<u>2021</u>	<u>2022</u>	<u>2023</u>
Percentage Wage Increase Over Previous Year	2.0%	2.25%	2.25%
Wage Increase Over Previous Year	\$147,563	\$169,329	\$173,138
Increase in Payroll-Related Fringe Benefits	<u>\$ 34,147</u>	<u>\$ 39,280</u>	<u>\$ 40,164</u>
Total Increase	\$181,710	\$208,609	\$213,302

TENTATIVE AGREEMENT
Between
WINNEBAGO COUNTY
and
THE WINNEBAGO COUNTY DEPUTIES' ASSOCIATION
for a Successor Collective Bargaining Agreement

September 22, 2020

Winnebago County and the Winnebago County Deputies' Association, through its representative, the Wisconsin Professional Police Association, Law Enforcement Employee Relations Division, agree, subject to ratification by both parties, that a successor collective bargaining agreement will consist of the terms of the Agreement Between Winnebago County and Winnebago County Deputies' Association for the years 2019 through 2020 but modified only as described below:

1. ARTICLE 4 PROBATIONARY EMPLOYEES

Revise the language of section 4.01 to read in its entirety as follows:

All newly hired regular employees shall be considered probationary employees for a period of twelve (12) months beyond the end of their successful completion of the FTO training program. The probationary period may be extended by mutual consent of the County and the Association Board of Directors.

2. ARTICLE 7 WORK WEEK

Revise the first sentence of section 7.01 as follows:

The regular workweek for all employees shall consist of an average 38.2 hours, except for those employees covered by section 7.03.

3. ARTICLE 7 WORK WEEK

Revise section 7.04 by changing "Corporal Corrections – Court Services" to "Sergeant Corrections – Court Services."

4. ARTICLE 10 CORRECTIONS DIVISION WORK SCHEDULE

Revise section 10.03 as follows:

10.03 Sergeants and Corporals within the Corrections Division will work fixed shifts with the exception of ~~one two~~ (12) Sergeants and one (1) Corporal who may work a two-shift rotation between first and second shifts with three (3) duty days on each shift during each six (6) day work period. There may be up to

two (2) mirrored corrections officer positions to these positions, with appointment based upon gender as needed, and filled on a seniority basis.

Delete section 10.06 in its entirety. The six existing Corporals in the bargaining unit will be promoted to Sergeant effective 1/1/2021. Time in position as Sergeant for these individuals will be subject to the following tiebreaking order: (1) Lemke (2) Rasmussen (3) Binder (4) Colker (5) Penza (6) Escudero. This tiebreaking order will apply only to time as Sergeant for these six officers, and will not affect practice regarding tiebreakers in other situations.

5. ARTICLE 16 SICK LEAVE WITH PAY

Revise this Article as follows:

~~16.01 Employees who elect not to participate in the dental insurance plan shall accrue sick leave with pay benefits at the rate of eight (8) hours for each month of completed service. Employees who elect to participate in the dental insurance plan shall accrue sick leave with pay benefits on January 1 of each year at the rate of eight (8) days per year (64 hours). Sick leave accruals will not be subject a cap. If an employee has been on leave of absence without pay any time during the month-period used to determine sick leave with pay, he shall not accrue any sick leave with pay for said month. Unused sick leave with pay shall accumulate to a maximum of nine hundred and sixty (960) hours. An employee shall be eligible to use sick leave with pay for a period of absence from employment, which is due to his personal illness, bodily injury, or exposure to contagious disease.~~

[Sections 16.02 through 16.07 remain unchanged]

~~16.08 The following provision shall take effect January 1, 2005 for all employees hired on or after January 1, 2005, and for all employees who select the group dental insurance/sick leave package:~~

~~16.09 All employees hired on or after January 1, 2005 and employees who elect to participate in the group dental insurance/sick leave package shall accrue sick leave with pay benefits on January 1 of each year at the rate of eight (8) days per year (64 hours). In January of 2005, employees will be credited with the sick leave that they earned in December of 2004 and their accumulated balances of unused sick leave shall be carried forward. Unused sick leave shall accumulate from year to year.~~

~~16.10 Employees participating in the dental insurance/sick leave package prior to January 1, 2006 shall have a one-time option of discontinuing their participation in the group dental insurance/sick leave package. These employees may elect to discontinue their participation in December of 2005 with an effective date of January 1, 2006. Employees who choose to elect to~~

discontinue their participation in the package shall begin earning sick leave on a monthly basis from January 1, 2006 forward, however, no sick leave balance may exceed nine hundred and sixty (960) hours and any balance above nine hundred and sixty (960) hours as of the date of participation discontinuation shall be reduced to nine hundred and sixty (960) hours.

6. ARTICLE 17 INSURANCE

Revise section 17.02 as follows:

17.02 The County will contribute ~~eighty-five percent (85%)~~eighty-three percent (83%) of the monthly premium towards each employee's monthly health insurance premium. If an employee and their spouse (if on the health insurance plan) complete the County's an annual Health Risk Assessment on or before September 1st of each year, the County will contribute ~~ninety percent (90%)~~eighty-eight percent (88%) of the monthly premium towards each employee's monthly health insurance premium.

7. ARTICLE 18 DENTAL INSURANCE

Revise by deleting current section 18.02 in its entirety.

8. ARTICLE 21 VACATIONS

Revise by adding the following paragraph to section 21.03:

In addition, officers in their initial probationary period shall receive four hours of vacation time on the first of the month following 30 calendar days of employment, and the first of each month thereafter through December 1 of the calendar year during which they began employment. The vacation time granted by this paragraph will not be considered earned until probation is completed, and if an officer leaves County employment before completing probation, any used vacation will be deducted from the final pay.

9. ARTICLE 21 VACATIONS

Revise section 21.08 as follows:

21.08 Up to one-half of an employee's annual earned vacation may, if unused by December 31 of each year, be converted into pay issued in January of the subsequent year. If the employee so requests in writing by a date established by the Department, up to ~~five (5)~~ forty-eight (48) unused vacation days hours may be carried over to the subsequent year rather than being paid

out. Any vacation carried over must be used by ~~March 31~~ June 30, and if not used by that date will be lost and not paid out.

10. ARTICLE 25 ACTING OFFICER PAY

Revise section 25.01 by deleting the word "Corporal".

11. ARTICLE 45 NEGOTIATIONS

Revise the dates to reflect a three-year Agreement covering the period from January 1, 2021 through December 31, 2023.

12. APPENDIX A PROMOTIONAL PROCEDURE

Delete the words "Corporal Exam—1 year of service in the department", and renumber the following two provisions.

13. APPENDIX B COMPENSATION PLAN 2021-2023

Delete the listing for "Corporal" and the pay rates associated with that position.

Revise hourly pay rates effective 1/1/2021 to provide an increase of 2.0% for all classifications.


Revise hourly pay rates effective 1/1/2022 to provide an increase of 2.25% for all classifications.


Revise hourly pay rates effective 1/1/2023 to provide an increase of 2.25% for all classifications.

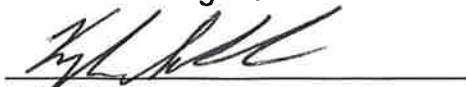
Agreed this 22nd day of September, 2020.


WINNEBAGO COUNTY DEPUTIES
ASSOCIATION, WPPA-LEER

WINNEBAGO COUNTY, WISCONSIN

By: 
Thomas A. Schrank,
Business Agent

By: 
Michael J. Collard
Human Resources Director


Kyle Schroeder, President


Melissa Rasmussen, Vice-President

2 **RESOLUTION: Establishing Compensation for the Winnebago County Executive**

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

6 **WHEREAS**, the next 4-year term of office for the Winnebago County Executive will begin in April 2021; and

7 **WHEREAS**, §59.22, Wis. Stats., requires that any changes in the compensation for this elected position
8 must be adopted by the County Board of Supervisors earlier than the first date for filing nomination papers for the
9 upcoming term, which in this case is December 1, 2020; and

10 **WHEREAS**, a reasonable salary is necessary to attract well-qualified candidates to this full-time elected
11 position;

12 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the annual
13 salary rates for the Winnebago County Executive for the term commencing in April 2021 shall be as follows:

14	April 2021 through March 2022	\$115,808
15	April 2022 through March 2023	\$118,124
16	April 2023 through March 2024	\$120,486
17	April 2024 to end of term	\$122,896

18
19
20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the above-mentioned
21 officer be provided with County health, dental, life, and long-term disability insurance benefits at the same level and
22 on the same terms and conditions as are provided to the County’s appointed department heads, including any
23 modifications which may be made from time to time during the officers’ term, and that the officer participate in the
24 Wisconsin Retirement System on the same terms as apply to other elected officials as provided by state law.

25 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that funds to cover the cost of
26 this action be included as part of the budgets for the respective years.

27
28
29 Respectfully submitted by:

30 **PERSONNEL & FINANCE COMMITTEE**

31 Committee Vote: **3-0**

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

33
34 Approved by the Winnebago County Executive this ____ day of _____, 2020.

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

40 **Fiscal Note:**

	<u>2021</u>	<u>2022</u>	<u>2023</u>	<u>2024</u>
41 Percentage Increase Over Previous Year	2.0%	2.0%	2.0%	2.0%
42 Wage Increase Over Previous Year	\$2,271	\$2,316	\$2,362	\$2,410
43 Increase in Payroll-Related Fringe Benefits	<u>\$ 342</u>	<u>\$ 349</u>	<u>\$ 356</u>	<u>\$ 363</u>
44 Total Increase	<u>\$2,613</u>	<u>\$2,665</u>	<u>\$2,719</u>	<u>\$2,773</u>