WINNEBAGO COUNTY BOARD OF SUPERVISORS TUESDAY, FEBRUARY 11, 2014

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, February 11, 2014, at 6:00 p.m., in the Supervisors' Room, Fourth Floor, Winnebago County Courthouse, 415 Jackson Street, Oshkosh, Wisconsin. At this meeting, the following will be presented to the Board for its consideration:

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

Time will be allowed for persons present to express their opinion on any Resolution or Ordinance that appears on the agenda.

*Communications, petitions, etc.
*Reports from Committees, Commissions & Boards
*Approval of the proceedings from the January 22, 2014 meeting – being sent separately
*County Executive's Report
*County Board Chairman's Report
*Presentation by Ernie Winters, Winnebago County Highway Commissioner - CTH T Reconstruction from CTH GG to CTH G
*Presentation by Peter Moll, Airport Manager – Terminal Apron Rehabilitation

ZONING REPORTS & ORDINANCES

- Report No. 001 Freddy Finn Ventures, LLC; Town of Nekimi
 - Amendatory Ordinance No. 02/01/14 Rezoning to I-1 for tax parcel no. 012-0367

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 302-22014	Commendation for John Ralph Submitted by: PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 303-22014:	Disallow Claim of Attorney Jeffrey Leavell on Behalf of Kirk Gobel Submitted by: PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 304-22014:	Amend Payment Schedule for Deputy Coroners Submitted by: JUDICIARY & PUBLIC SAFETY COMMITTEE PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 305-22014:	Convey a 5.82 Acre Parcel of Highway Right-of-Way to the Wisconsin Department of Transportation in Accordance with Sec. 84.09(3)(b), Wis. Stats., and Authorize the Appropriate Official to Sign the Quit Claim Deed Submitted by: HIGHWAY COMMITTEE
RESOLUTION NO. 306-22014:	Convey a .82 Acre Parcel of Highway Right-of-Way to the Wisconsin Department of Transportation in Accordance with Sec. 84.09(3)(b), Wis. Stats., and Authorize the Appropriate Official to Sign the Quit Claim Deed Submitted by: HIGHWAY COMMITTEE
RESOLUTION NO. 307-22014:	Appropriate \$300,000 for the Milling and Resurfacing of CTH C in the Town of Nekimi Submitted by: HIGHWAY COMMITTEE PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 308-22014:	Appropriate \$800,000 for the Milling and Resurfacing of CTH Z in the Town of Black Wolf Submitted by: HIGHWAY COMMITTEE PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 309-22014:	Appropriate \$450,000 for the Milling and Resurfacing of CTH Y in the Town of Oshkosh Submitted by: HIGHWAY COMMITTEE PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 310-22014:	Authorize a Capital Project to Repair/Replace Sections of the Roofs Over the UW Fox Valley Campus at a Cost of \$590,000 to be Funded \$295,000 from Outagamie County and \$295,000 from a Winnebago County Bond Issue Submitted by: UW FOX VALLEY BOARD OF TRUSTEES FACILITIES & PROPERTY MANAGEMENT COMMITTEE PERSONNEL & FINANCE COMMITTEE
RESOLUTION NO. 311-22014:	Authorize Contract Between AT&T and Winnebago County (Telephone Line Service) Submitted by: INFORMATION SYSTEMS COMMITTEE PERSONNEL & FINANCE COMMITTEE

Respectfully submitted, Susan T. Ertmer Winnebago County Clerk

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

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS:

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 13-ZC-016 filed with the County Clerk by: Martin Finn, Town of Nekimi, and;

referred to the Planning and Zoning Committee on December 17, 2013, and;

WHEREAS, a Public Hearing was held on December 18, 2013 and January 28, 2014 pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: Freddy Finn Ventures LLC

Applicant(s): Martin Finn

Location of Premises Affected: 1117 Planeview Dr

Legal Description: Being a part of the SE 1/4 of the NE 1/4, Section 21, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0367

Sewer:	Existing	🛛 Required	🗌 Municipal	🛛 Private System		
Overlay:	Airport	☐ Floodplain ☐ Wetlands	Microwave	Shoreland Shoreland		

WHEREAS, applicant is requesting a rezoning to I-1 (Light Industrial), and

WHEREAS, we received notification from the Town of Nekimi recommending approval, and

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

- 1. Town of Nekimi has approved. Town action is advisory within the shoreland district. Town of Nekimi has the right of approval or denial per terms of zoning ordinance.
- 2. Town findings for approval were as follows: a) Town does have an adopted land use plan; b) Action does agree with Town adopted Town plan.c) Zoning change fits well with Town's Land Use Plan.
- 3. There were not objections
- 4. Proposed use is compatible with adjacent uses.

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

NOW THEREFORE BE IT RESOLVED that this committee hereby reports our findings for your consideration and is hereby recommending Approval Denial. Vote: 4-0-1 - Gabert

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

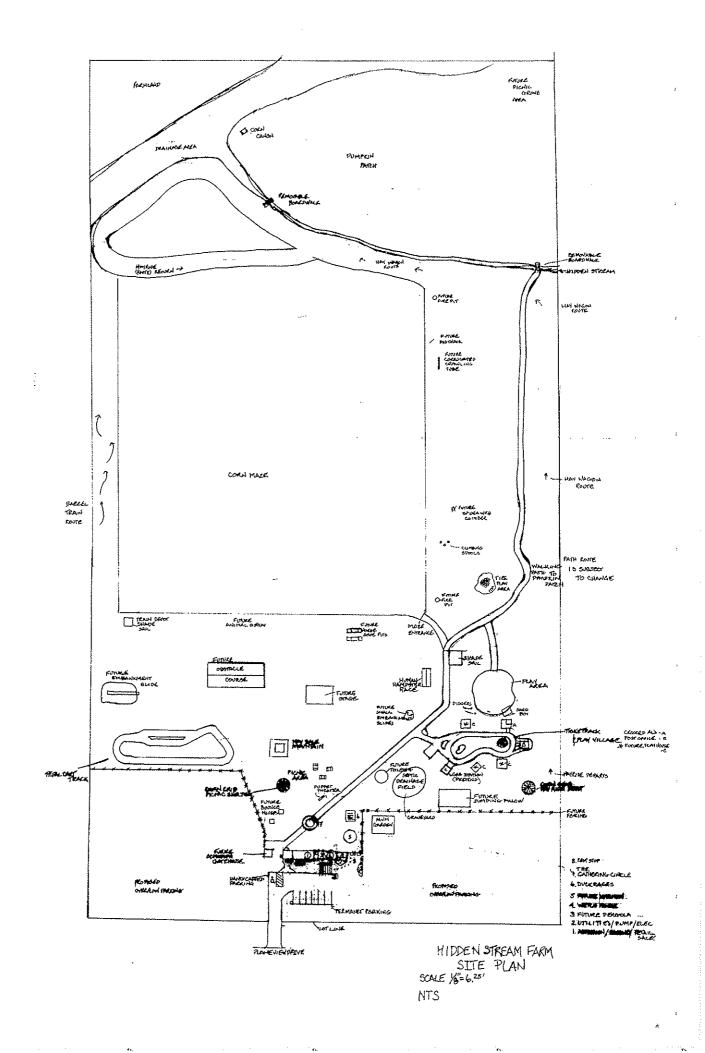
For the Planning and Zoning Committee

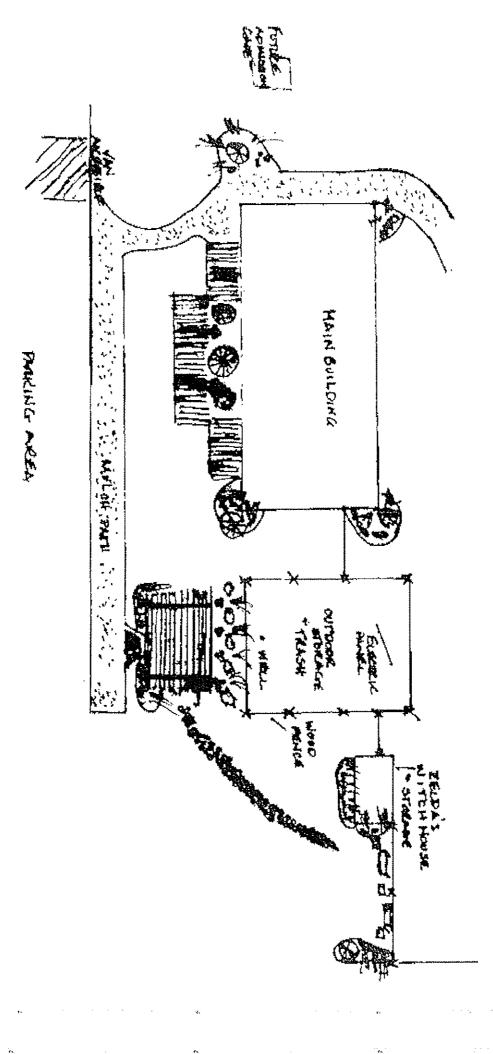
AMENDATORY ORDINANCE # 02/01/14

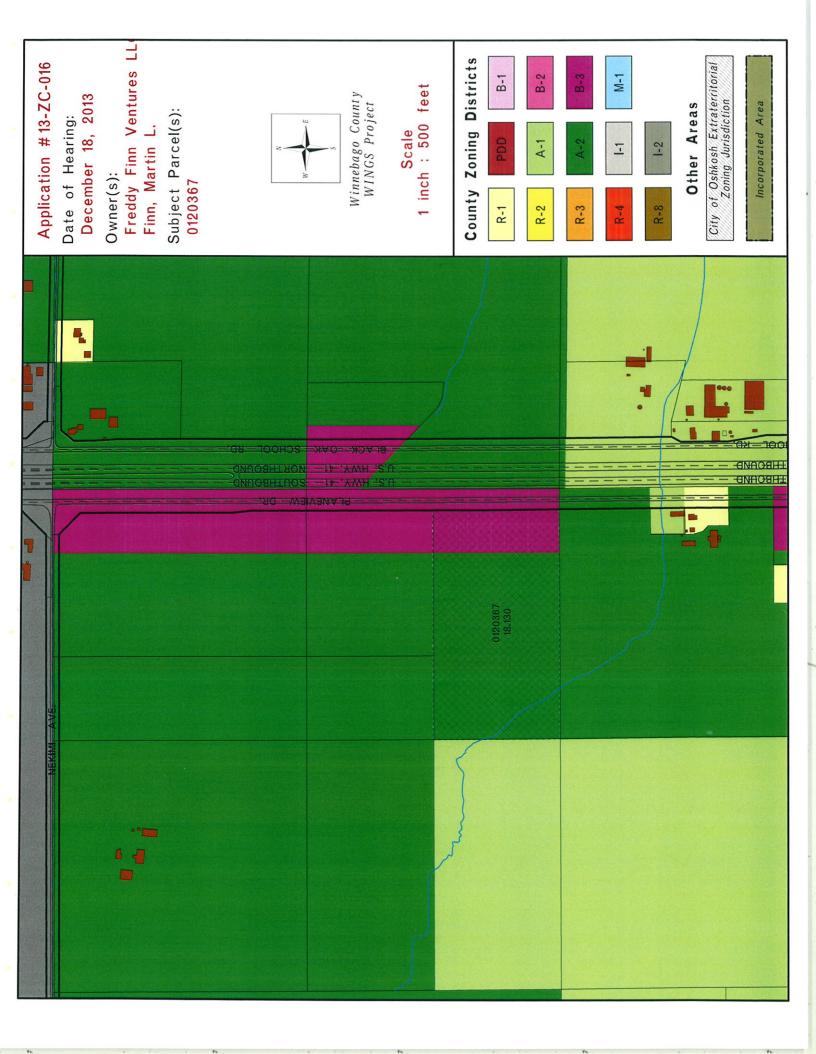
The Winnebago County Board of Supervisors do ordain Zoning Amendment #13-ZC-016 as follows: Being a part of the SE 1/4 of the NE 1/4, Section 21, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

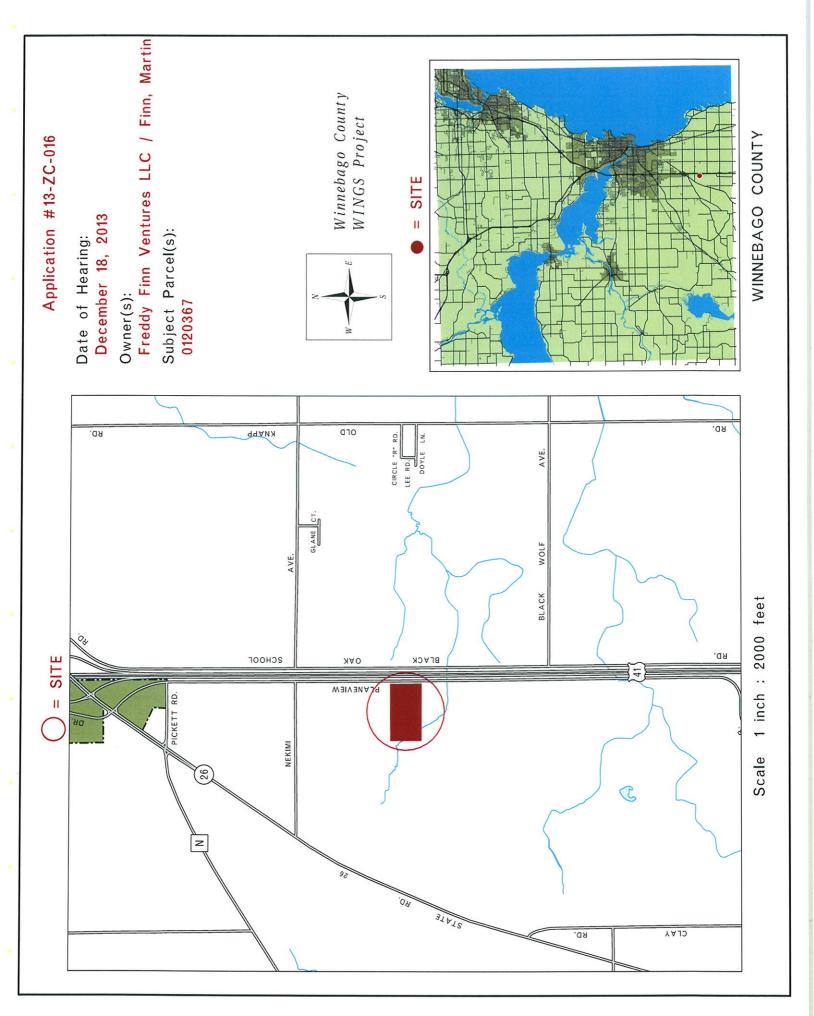
FROM:	A-2(General Agriculture) and B-3(General Business)	

TO:	I-1 (Light Industr	al)	
Adopted	I/Denied this	day of	, 20
			David Albrecht, Chairperson
ATTEST	Г:		
Susan T	. Ertmer, Clerk		
	VED BY WINNEBA		THIS DAY OF
		, 	
			Mark Harris County Executive
County I	Board Supervisory	district 32	









*

1	302-22014
2 3	RESOLUTION: Commendation for John Ralph
4	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:
5	WHEREAS, John Ralph has been employed with Park View Health Center for the past thirty-four (34)
6	years, and during that time has been a most conscientious and devoted County employee; and
7	WHEREAS, John Ralph has now retired from those duties, and it is appropriate for the Winnebago County
8	Board of Supervisors to acknowledge his years of service.
9	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that sincere
10	appreciation and commendation be and is hereby extended to John Ralph for the fine services he has rendered to
11	Winnebago County.
12	BE IT FURTHER RESOLVED that the Winnebago County Clerk send a copy of this Resolution to
13	John Ralph.
14	Respectfully submitted by:
15	PERSONNEL AND FINANCE COMMITTEE
16	
17	Committee Vote:
18	Vote Required for Passage: Majority of Those Present
19	
20	Approved by the Winnehore County Executive this day of 2014
21	Approved by the Winnebago County Executive this day of, 2014.
22 23	
24 25	Mark L Harris Winnebago County Executive
	с ,

1	303-22014								
2 3	RESOLUTION: Disallow Claim of Attorney Jeffrey Leavell on Behalf of Kirk Gobel								
4	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:								
5	WHEREAS, your Personnel and Finance Committee has had the claim of Attorney Jeffrey Leavell on Behalf								
6	of Kirk Gobel referred to it for attention; and								
7	WHEREAS, your Committee has investigated the claim and recommends disallowance of same by								
8	Winnebago County.								
9	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of								
10	Attorney Jeffrey Leavell on Behalf of Kirk Gobel, filed with the County Clerk on January 16, 2014, be and the same is								
11	hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.								
12									
13	Submitted by:								
14	PERSONNEL AND FINANCE COMMITTEE								
15	Committee Vote:								
16	Vote Required for Passage: Majority of Those Present								
17									
18	Approved by the Winnebago County Executive this day of, 2014.								
19									
20									
21 22	Mark L Harris Winnebago County Executive								

JEFFREY LEAVELL, S.C.

Attorneys at Law

JAN 132014

OSHROOF, VA RACINE, WISCONSIN 53403 (262)633-7322 FAX (262)633-7323

January 15, 2014

Via U. S. Mail Wisconsin Department of Transportation 4802 Sheboygan Avenue P.O. Box 7999 Madison, WI 53707-7999

Via U. S. Mail Town Clerk Town of Menasha 2000 Municipal Drive Neenah, WI 54956

> Re: Gobel, Kirk Claim No. X1006775 Accident Date: September 17, 2013

To Whom it May Concern:

I represent Badger Mutual Insurance Company in the above-referenced matter. This letter serves as a follow up letter to the September 23, 2013 and October 21, 2013 letters served on the Wisconsin Department of Transportation and as notice of the circumstances of the at-issue claim and itemized statement of relief sought pursuant to Wis. Stat §893.80(1d).

Enclosed please find a Wisconsin motor vehicle accident report evidencing that a 2004 Pontiac Vibe driven by Mr. Kirk Gobel, and insured by Badger Mutual, was damaged by pieces of the Highway 10 bridge/overpass that came loose and fell towards Highway 41 on September 17, 2013. The following expenses were paid by Badger Mutual and its insured as a result of the incident:

Collision:	
Deductible:	
Rental:	
Minus Salvage:	
Total:	

\$8325.00 \$500.00 \$338.28 - \$1683.05 **\$7480.23**

JEFFREY LEAVELL IS A BOARD CERTIFIED CIVIL TRIAL SPECIALIST BY THE NATIONAL BOARD OF TRIAL ADVOCACY

Via U. S. Mail County Clerk Winnebago County 415 Jackson Street, Room 110 Oshkosh, WI 54901

Via U. S. Mail City Clerk City of Neenah 211 Walnut Street Neenah, WI 54956 Badger Mutual seeks compensation for 100% of the damages outlined above. Please contact me at your earliest convenience to discuss the resolution of this matter.

Very truly yours,

JEFFREY ZEAVELL, S.C. By: Christopher John Køppes

CJK/emm Enclosures

CERTIFICATE OF SERVICE BY MAIL The undersigned certifies that a true copy of the within was served by mail upon all parties referenced in the caption of this letter pursuant to Wis. Stat §801.14 this

15th day of January, 2014.

JEFFREY LEAVELL IS A BOARD CERTIFIED CIVIL TRIAL SPECIALIST BY THE NATIONAL BOARD OF TRIAL ADVOCACY

Wisconsin Mot	CJ2X642		
Accident Report	MV4000e	01/2005	
PK2011			

V.L.		Page	1	of	5
X / 60	0775-	FY	7		

	Reportable Accident On Emergency Amended DOT Document Number Agency Accident Number Police Number CJ2X642 13-3411 13-3411								Document Override Number		
		4 - Accident Date 09/17/2013	5 - Time of Accide			tel Units	7 - Totel 02	l Injured	8 - Tc 00	ital Kiliec	
11		2-County 3 Actident Location WINNEBAGO 70 MENASKA- 04 TOWN									an la la
13-3411		14 - On Hwy No. 14 - On 3 041	14 - On Hwy No. 14 - On Street Name					14 - Bus/Frnt/Rmp 15 - Est Dist Ft/Mi 1			15 - Hwy. Du NORTH
#	NOIL	16 - Fr/At Hwy No. 16 - Fro 10			1	16 - Business/Frontage/Ramp					
POLICE	LAMS	17 - Structure Type 17.	Structure Number	12 - Latitude			13 -	Longitud	9		
-	INFORMATION	80 - First Harmful Event MOTOR VEHICLE IN TR.	ANSPORT		93 - Manner NO COLL			R VEHIC	LEIN	TRAN	SPORT
		112 - Access Control NO CONTROL	113 - Road Curvature STRAIGHT	113 - Ro LEVEL	ad Terrain /FLAT	Surface CONCE	Type RETE - 1				****
	GENERAL	115 - Traffic Wey DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER									
	ō	117 - Relation To Roadway ON-ROADWAY									
13-3411		114 - Light Condition DAYLIGHT	116- Ros DRY	d Surface Co	ndition	118 CLE	- Weather EAR				
			vernment Property	9 Fire	9 D Pho	tos Taki	ən 🗍 T	raller or	Tow	əd	
ACCIDENT#		9 Truck, Bus, or Hazar	dous Materiais	9 Load S	pillage [struction Z	one	β ⊠N	ames t	Exchanged
Acci		101 Supplemental Report	s 102 Witness S	atatements	103 Me	asurem	ents Taken		EMS	Numbe	Γ

Operator/Pedestrian

	Unit Status			81 - Most H			ł	Of Travel			
				OTHER C	1— N	OT FIX	ED	NORTH	4	65	
	36 - Operating as Classified D CLASS	its	s 35								
	29, Drivera License Number 31, 511 - 31, Expiration Year 54 (On Duty Academi, 01405115909108										
25 - Operatou/P edestrian Last Name GOBEL								* 25,2 A	Aiddie totti	at 25 - Suffix	
	32 - Date Of Birth	33 - Sex									1.3.131317
	03/11/1959	MALE									
	26 - Address Street & Numbe 2411 W JONATHON DR	n n								26 - PO	Вох
	27 - City APPLETON				27 - St WI	ste	27 - Zip 54914		28 - Telephone Number (920) 284-2322 EXT.		
6	39 - Seat Position 40 - Safety Equipment FRONT-SEAT-LEFT-SIDE - (MC/BIKE DRIVER, TRAIN CONDUCTOR) SHOULDER-BELT-AND-LAP-BE							BELT-USED			
RIAN	38 - Injury Severity C - POSSIBLE INJURY		41 - Airl NON-E	irbag 42 - Ejected DEPLOYED NOT-EJECTED				44			
ESTF	43 - Trapped/Extricated NOT-TRAPPED	92 - Pe	destrian Location 92 -			Peclestrian Action			J		
ERATOR/PEDESTRIAN	118 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control NO-CONTROL					62 0	- No. of Ci	lations Issued	
TOR		2nd Statute No.	e	64 - 3rd Statute No. 64 - 4th 5			th Statute No.		64 · 5th St	atute No	
OPERA	122 - Driver Factors NOT-APPLICABLE										
	88 - Driver or Pedestrien Cond APPEARED NORMAL	89 - Subst UNKNOV		sence							
	90 - Alcohol Test TEST NOT GIVEN		90 - Al	cohol Content			1	rup Test -NOT-GIVEI	ų		

Wisconsin Motor Vehicle	CJ2X642
Accident Report MV4000e 01/2005	
PK2011	

Page 2 of 5

91 - Drugs Reported	
124 - Highway Factors NOT-APPLICABLE	

Vehicle

	21 - Unit Type AUTOMOBILE 165 - Usanao Pata Number				Vehicle Type PASSENGER-CAR F: Etate, 60 (255 Year) 55 Vehicle Mentilication Num XI				22 - Total Occupants 1	
£	466PUV 50 - Year 2005	51 - Meke PONT		52 - Model VIBE	5	3 - Body Si	and the second state of th	2\$163865244 54 - Color MAR		Skidmarks to Impact (Ft)
VEHICLE 01	84 - Vehicle Damage FRONT PASSENGER SIDE, TOP OF VEHICLE									
>	SEVERE	Of Damage	96 🔀 Ve	shicle Towed D	ue To D	amage	1	icle Removed By TOWING		
	123 - Vehic NOT-APP									

Vehicle Owner

2	45 X Vehicle Owner Same As Opera	itor			·····	
	46 - Vehicle Owner Last Name GOBEL	46 - First Name KIRK		46 - Middle Initial K	46 - Suffix	Date Of Birth 03/11/1959
WNER	46 - Company Name		······		I	1
/EH C	47- Address Street & Number 2411 W JONATHON DR		47 - PO Box			
5	48 - City APPLETON	48 - State WI	48 - Zip Code 54914		- Telephone h 20) 284-232	

Insurance

E	63 - Liebility Insurance Company BADGER-MUTUAL-INS-CO	60 X Policy Holder Same As Owner
5	61 - Policy Holder Last Name GOBEL	61 - Policy Holder First Name KIRK
N	61 - Policy Holder Company	

School Bus

·				
سيه	Bus Travelling to/from	School Name	Body Make	Seating Capacity
0	O To O From			o and g o apacity
S	61.181.41.4			
5	School District Contracte	od With		
~				
20	J			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: C	ollision With	23 - Dir Of Travel	24 - Speed Limit
		OTHER OBJECT- NO	T FIXED	NORTH	65
36 - Operating as Classified D CLASS	37 - Endorsements	5	36 Operating (Commercial Nioto	r Vehicie
20+ Driver's Ucense Number W4520138988902		30 - Giate 31 - Expraiso W. 2016	itent Se-On Di	Ily Acciden	-1
26 Operator/Fedgetrian Last h WILLIAMS	lampi	26 - First Name ALYSSA	en e	25× Middle Inlin	al 25 - Suffor
32 - Date Of Birth 10/29/1989	33 - Sex FEMALE				

Wisco Accide PK2011		•	1/2005	CJ2X	642					Page		3 of 5
		26 - Address Street & N 2510 ELMWOOD CT										26 • PO Box
		27 - City APPLETON					27 - St WI	ate	27 - Z 5491	ip Code 1	28	- Telephone Number
	02	39 - Sent Position FRONT-SEAT-LEFT	-SIDE-(M	C/BIKE D	RIVER	R, TRAIN CON	ристо	DR)		40 - Safety Equip SHOULDER-B		AND-LAP-BELT-USED
	RIAN	38 - Injury Severity C - POSSIBLE INJURY				Arbag I-DEPLOYED			Ejacta	d ECTED		44 Medical Transport
	ESTI	NOT-TRAPPED			destria	destrian Location 82 - Pedestri			trian Ai	ction	L-	
	/PED	119 - What Driver Was I GOING-STRAIGHT	-			120 - Traffic (NO-CONTR			62 - No. of D		2 - No. of Citations Issued	
	TOR	64 - 1st Statute No.	64 - 2nd	Statute No.		64 - 3rd Statut	No.		64	4th Statute No.		64 - 5th Statute No.
	OPERATOR/FEDESTRIAN	122 - Driver Factors NOT-APPLICABLE					<u>, , , , , , , , , , , , , , , , , , , </u>		J			
		88 - Driver or Pedestrian Cond 88 - Subs APPEARED NORMAL UNKNO				stance Presence						******
		90 - Alcohol Test TEST NOT GIVEN			80 -	1				Drug Test T-NOT-GIVEN		
		91 - Drugs Reported										
		124 - Highway Factors NOT-APPLICABLE										
_	١	Vehicle										• *** · · · · · · · · · · · · · · · · ·

	21 - Unit T AUTOMO 96 - Licent R86 TSX	BILE	AUT	Vehicle Type PASSENGER-C B-Bate 1,55 Epp NJ 2014		22 - Total Occupants 1 deputitization Number
02	50 - Year 2007	51 - Make TOYT	52 - Model COROLLA CE	53 - Bocty S		
VEHICLE 0	94 - Vehici TOP OF N					
Υ. Έ	MODERA		96 X Vehicle Towed E	Due To Damage	97 - Vehicle Remo M & M TOWING	
	123 - Vehic NOT-APP			M M	and an	

Vehicle Owner

46 - Vehicle Owner Last Name WILLIAMS	46 - First Name ALYSSA		46 - Middle Initial M	46 - Sulfix	Date Of Birth 10/29/1989
46 - Company Name	······			J	<u> </u>
47- Address Street & Number 2510 ELMWOOD CT		47 - PO Box			

insurance

Wisconsin Motor Vehicle Accident Report MV4000e 01/2005 PK2011

R	63 - Liability Insurance Company PROGRESSIVE-CASUALTY-INS-CO	60 Normer Same As Owner
INS 0	61 - Policy Holder Last Name WILLIAMS	61 - Policy Holder First Name ALYSSA
=	61 - Policy Holder Company	

School Bus

02	Bus Travelling to/from	School Name	Body Make	Seating Capacity
BUS	School District Contracts	nd With	I	L

Property

	Organization Type GOVERNMENT	84 - Property Owner Last N	ome	84 - First Name		84 - Middle Initial 84 - Suf	lĥx
	84 - Company Neme WISCONSIN HW	Y AND TRANSPORTATION D	ISTRIC 3	I		nment Property Type RAL/STATE	
6	85 - Address Street 944 VANDERPER			85 - PO Box 28080			
OWNER	86 - City GREEN BAY		86 - State Wi	86 - Zip Code 54304		87 - Telephone Number (920) 497-5643 EXT.	
<u>~</u>	83 - Government Da						
ERT	Fixed Objects	Struck					
PROPE	82 - Striking Unit 1	82 - Object Struck OTHER-OBJECT-NOT-FIXE	ED	82 - Striking Unit 2	82 - Object OTHER-C	Struck DBJECT-NOT-FIXED	
<u>R</u>	82 - Striking Unit	82 - Object Struck		82 - Striking Unit	82 - Object	Struck	
	82 - Stnking Unit	82 - Object Struck		82 - Striking Unit	82 - Object	Struck	

Diagram and Narrative

	105 - PHOTOS BY
DIAGRAM AND NARRATIVE	HWY 41 NB HOT DRAWN TO SCALE
	UNIT ONE AND UNIT TWO WERE BOTH HEADING NORTH ON HWY 41. THEY WERE TRAVAILING UNDER THE HWY 10 BRIDGE. PEACE'S OF THE BRIDGE CAME LOOSE AND FELL DOWN ONT HWY 41. SOME OF THOSE PEACE'S STRUCK UNIT ONE AS HE WAS HEADING UNDER THE BRIDGE. THIS CAUSED DAMAGE TO HIS WINDSHIELD AND TOP OF HIS CAR. AFTER HE WAS HIT BY THE ITEMS HE PULLED OVER TO THE SIDE OF THE ROAD. UNIT TWO WINDSHIELD WAS STRUCK AND BROKEN. AFTER THIS HAPPENED SHE PULLED OVER TO THE SIDE OF THE ROAD.

Wisconsin Motor Vehicle	CJ2X642
Accident Report MV4000e 01/2005	
PK2011	

Officer Information

	125 - Officer Last Name NICLA		1	rst Name TOPHE		125 - Midde	Initial	131 - Officer ID W38
TION	129 - Lew Enforcement Agency No 7100	1	Enforcement Agency AGO COUNTY SH			-J		
RMA'	126 - Law Enforcement Agency Ade 4311 JACKSON STREET	dress Street &	Number					
INFOF	127 - City OSHKOSH	127 - WI	State		127 - Zip (54903	Code	128 - Telepho (920) 236-7	
Ĕ		133 - Time Noti 1447	fied (Military Time)	134 - T 1501	Ime Arrived	(Militery Time)	136 - Date 09/17/20	Of Report 13
FFICI	Agency Accident Number 13-3411	Police Numbe 13-3411	r	19 - Sp	ecial Study		_1	
0	18 - Agency Space			I			<u>,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,</u>	,

1 **304-22014**

2 **RESOLUTION:** Amend Payment Schedule for Deputy Coroners

3

4

TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

- 5 **WHEREAS**, the payment schedule for deputy coroners in the Winnebago County Coroner's Office has not 6 been amended since Resolution 316-112001 made changes effective January 1, 2002; and
- 7 WHEREAS, deputy coroners perform highly-responsible work, and a modest increase in the amount they
- 8 receive for calls is well justified; and
- 9 **WHEREAS**, one deputy coroner has been designated as chief deputy coroner for the purpose of providing
- 10 backup leadership to the Coroner's Office requiring him to perform the functions of the coroner when the coroner is
- absent, and the additional responsibilities performed by the chief deputy coroner justify increased compensation for
- 12 that position; and
- WHEREAS, funding for the increases called for by this Resolution has been included in the adopted 2014
 Winnebago County Budget.
- NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby adopts the following payment schedule for deputy coroners in the Winnebago County Coroner's Office effective
- 17 January 1, 2014.

18

On-Call Between:	Per Diem for Being On-Call: Deputies	Per Diem for Being On-Call: Chief Deputy	Additional Per-Call Payment: Deputies	Additional Per-Call Payment: Chief Deputy
0 to 4 hours	\$30.00	\$35.00	\$30.00	\$30.00
Over 4 and up to	·			
12 hours	\$60.00	\$70.00	\$30.00	\$30.00
Over 12 and up to 24 hours	\$90.00	\$105.00	\$30.00	\$30.00

19	Respectfully submitted by:
20	JUDICIARY AND PUBLIC SAFETY COMMITTEE
21	Committee Vote: 5-0
22	Respectfully submitted by:
23	PERSONNEL AND FINANCE COMMITTEE
24	Committee Vote:
25	Vote Required for Passage: Majority of Those Present
26	
27	Approved by the Winnebago County Executive this day of, 2014.
28	
29 30	Mark L Harris
31	Winnebago County Executive

1	305-22014	
2 3 4 5	RESOLUTION:	Convey a 5.82 Acre Parcel of Highway Right-of-Way to the Wisconsin Department of Transportation in Accordance with §84.09(3)(b), Wis Stats, and Authorize the Appropriate Official to Sign the Quit Claim Deed
6	TO THE WINNEBA	AGO COUNTY BOARD OF SUPERVISORS:
7	WHEREAS,	in 1945 Winnebago County purchased a parcel of land near the USH 41 and STH 26
8	Interchange for the p	urpose of future expansion of USH 41; and
9	WHEREAS,	the purchase of this parcel of land was funded by the Wisconsin Department of Transportation
10	(DOT). At that time,	it was a common practice for the Wisconsin DOT to purchase from the counties bordering the
11	projects the right-of-w	vay and for the properties to be "held in trust" for the State; and
12	WHEREAS,	pursuant to § 84.09(3)(b), Wis Stats, the Wisconsin DOT has the authority to require that
13	counties convey parc	els of land "held in trust" back to the DOT upon request for no cost to DOT; and
14	WHEREAS,	the DOT has requested that Winnebago County agree to convey this 5.82 acre parcel, located
15	at the SE corner of th	e USH 41/STH 26 interchange, back to the DOT.
16	NOW, THER	EFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby
17	agrees to convey the	5.82 acre parcel of highway right-of-way back to the Wisconsin Department of Transportation
18	via a Quit Claim Dee	d to be signed by the appropriate county officials and recorded in the Office of the Register of
19	Deeds.	
20		Respectfully submitted by:
21		HGIHWAY COMMITTEE
22	Committee Vote: 5-0	<u>)</u>
23	Vote Required for Pa	ssage: Majority of Those Present
24		
25	Approved by	the Winnebago County Executive this day of, 2014.
26		
27 28 29		Mark L Harris Winnebago County Executive

ORDER TO COUNTY TO CONVEY HIGHWAY RIGHT OF WAY TITLE TO STATE DT2170 03/2012



Wisconsin Department of Transportation

The County Highway Committee of Winnebago County, Wisconsin pursuant to the Order of the Wisconsin Department of Transportation acquired under Section 84.09, Wisconsin Statutes, or its predecessor, certain lands or interests. The title to lands or interests specified below is transferable to the State of Wisconsin pursuant to Section 84.09, Wisconsin Statutes on the Order of the Wisconsin Department of Transportation to the County Clerk and the County Highway Committee. It is ordered that the County Clerk and County Highway Committee convey to the State of Wisconsin without charge the title or easement acquired with the following parcel(s) of the Wisconsin Department of Transportation project designated below.

			F	Recording Data	1
Parcel	Grantor	Location	Volume (Reel)	Page (Image)	Document Number
18	Peter Belinger, single	NW 1/4 NW 1/4, Section 15, T17N, R16E, & NE 1/4 NE 1/4, Section 16, T17N, R16E	521	168	124006
	8				

Х State Real Estate Manager Signature

Van Erem

Curt Print Name

Project ID 3887

Parcel No.(s) 18

LEGAL DESCRIPTION

Parcels of land acquired for highway purposes pursuant to order of the Wisconsin Department of Transportation, formerly State Highway Commission, and as shown on the road plans for project <u>3887</u>, <u>Winnebago</u> County, as said lands are more particularly described in the following recorded instruments:

Parcel No.	Grantor	Location	Volume	Page No.	Document No.
18	Peter Belinger, single	NW 1/4 NW 1/4, Section 15, T17N, R16E, & NE 1/4 NE 1/4, Section 16, T17N, R16E	521	168	124006

QUIT CLAIM DEED - RIGHT OF WAY TRANSFER

Wisconsin Department of Transportation Exempt from fee [s. 77.25(2r) Wis. Stats.] Unnumbered 04/2013

THIS DEED, made by **Winnebago** County, GRANTOR, quit claims to the **State of Wisconsin, Department of Transportation**, GRANTEE, by direction and order of the Wisconsin Department of Transportation, dated **January 3, 2014**, pursuant to Section 84.09(3)(b), Wisconsin Statutes, the following parcels of land in **Winnebago** County, State of Wisconsin.

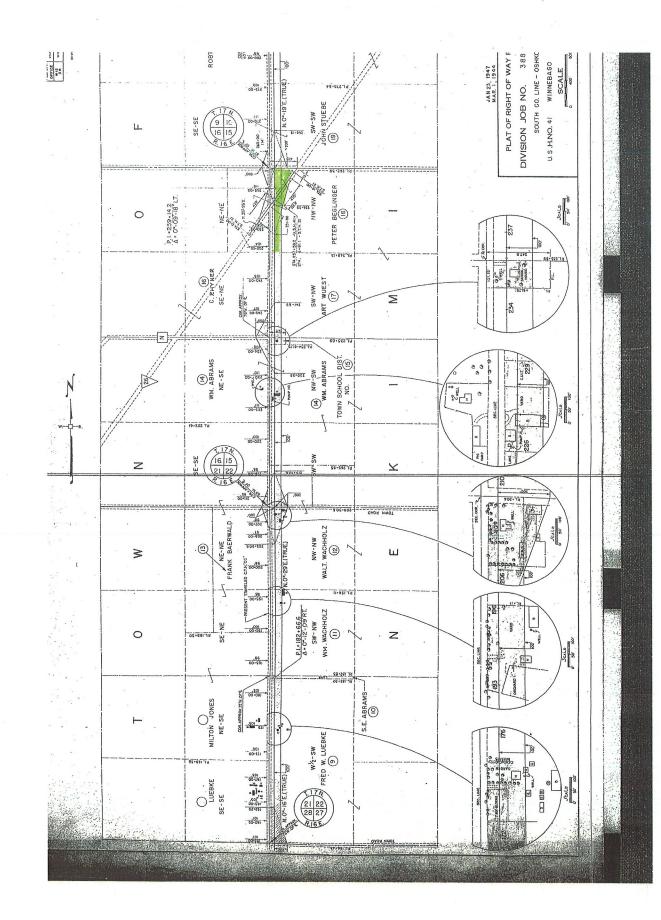
LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to Wisconsin Department of Transportation NE Region 944 Vanderperren Way Green Bay, WI 54304

Parcel Identification Number/Tax Key Number None Assigned

Signature	9 Euleun 1179 Euri 107 I	Date	Date	
Print Name			— State of Wisconsin)) ss.
Signature		Date	On the above date, this instrument was acknowledged b	inty)
Print Name			named person(s).	
Signature		Date		
Print Name			Signature, Notary Public, State of Wisconsin	· · ·
Signature	·····	Date	Print Name, Notary Public, State of Wisconsin	
Print Name			Date Commission Expires	
	Project ID			Parcel No(s).
	3887		Wisconsin Department of Transportation	18



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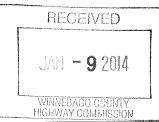
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1	306-22014	
2 3 4 5	RESOLUTION:	Convey a .82 Acre Parcel of Highway Right-of-Way to the Wisconsin Department of Transportation in Accordance with §84.09(3)(b), Wis Stats, and Authorize the Appropriate Official to Sign the Quit Claim Deed
6	TO THE WINNEBA	GO COUNTY BOARD OF SUPERVISORS:
7	WHEREAS, ir	n 1952 Winnebago County purchased a parcel of land near the USH 41 and STH 26
8	Interchange for the pu	rpose of future expansion of USH 41; and
9	WHEREAS, th	he purchase of this parcel of land was funded by the Wisconsin Department of Transportation
10	(DOT). At that time, it	was a common practice for the Wisconsin DOT to purchase from the counties bordering the
11	projects the right-of-wa	ay and for the properties to be "held in trust" for the State; and
12	WHEREAS, p	oursuant to § 84.09(3)(b), Wis Stats, the Wisconsin DOT has the authority to require that
13	counties convey parce	els of land "held in trust" back to the DOT upon request for no cost to DOT; and
14	WHEREAS, t	he DOT has requested that Winnebago County agree to convey this .82 acre parcel, located at
15	the SE corner of the U	ISH 41/STH 26 interchange, back to the DOT.
16	NOW, THERE	FORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby
17	agrees to convey the	.82 acre parcel of highway right-of-way back to the Wisconsin Department of Transportation via
18	a Quit Claim Deed to I	be signed by the appropriate county officials and recorded in the Office of the Register of
19	Deeds.	
20		Respectfully submitted by:
21		HIGHWAY COMMITTEE
22	Committee Vote: 5-0	
23	Vote Required for Pas	sage: Majority of Those Present
24		
25	Approved by t	he Winnebago County Executive this day of, 2014.
26		
27 28 29		Mark L Harris Winnebago County Executive

ORDER TO COUNTY TO CONVEY HIGHWAY RIGHT OF WAY TITLE TO STATE DT2170 03/2012



The County Highway Committee of Winnebago County, Wisconsin pursuant to the Order of the Wisconsin Department of Transportation acquired under Section 84.09, Wisconsin Statutes, or its predecessor, certain lands or interests. The title to lands or interests specified below is transferable to the State of Wisconsin pursuant to Section 84.09, Wisconsin Statutes on the Order of the Wisconsin Department of Transportation to the County Clerk and the County Highway Committee. It is ordered that the County Clerk and County Highway Committee convey to the State of Wisconsin without charge the title or easement acquired with the following parcel(s) of the Wisconsin Department of Transportation project designated below.

			Recording Data				
Parcel	Grantor	Location	Volume (Reel)	Page (Image)	Document Number		
77	Peter Belinger, single	NW 1/4 NW 1/4, Section 15, T17N, R16E	688	123			

1/3/2014 Date Com Х State Real Estate Manager Signature

Curt Van De Erem

Print Nam

Project ID	Parcel No.(s)
F03-2(45)	77

QUIT CLAIM DEED – RIGHT OF WAY TRANSFER

Wisconsin Department of Transportation Exempt from fee [s. 77.25(2r) Wis. Stats.] Unnumbered 04/2013

THIS DEED, made by **Winnebago** County, GRANTOR, quit claims to the **State of Wisconsin, Department of Transportation**, GRANTEE, by direction and order of the Wisconsin Department of Transportation, dated **January 3, 2014**, pursuant to Section 84.09(3)(b), Wisconsin Statutes, the following parcels of land in **Winnebago** County, State of Wisconsin.

LEGAL DESCRIPTION IS ATTACHED AND MADE A PART OF THIS DOCUMENT BY REFERENCE.

This space is reserved for recording data

Return to Wisconsin Department of Transportation NE Region 944 Vanderperren Way Green Bay, WI 54304

Parcel Identification Number/Tax Key Number None Assigned

Signature		Date	Date	
Print Name			State of Wisconsin)) SS.
Signature	<u></u>	Date	On the above date, this instrument was acknowled	_ County)
Print Name			named person(s).	
Signature		Date		
Print Name			Signature, Notary Public, State of Wisconsin	
Signature		Date	Print Name, Notary Public, State of Wisconsin	
Print Name			Date Commission Expires	
	Project ID		This instrument was drafted by	Parcel No(s).
	F03-2(45)		Wisconsin Department of Transportation	77

LEGAL DESCRIPTION

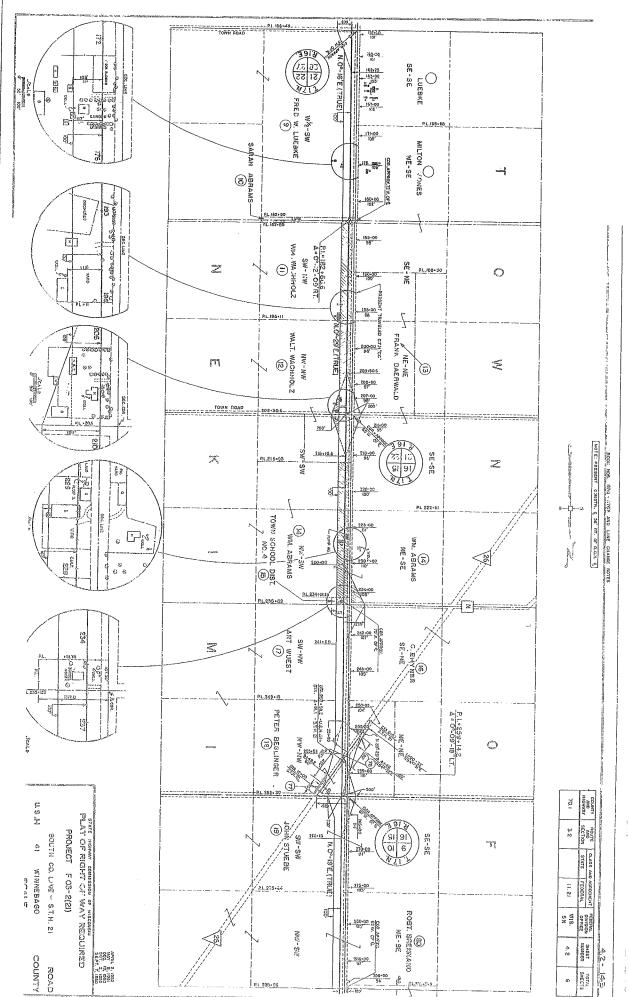
Parcels of land acquired for highway purposes pursuant to order of the Wisconsin Department of Transportation, formerly State Highway Commission, and as shown on the road plans for project <u>F03-2(45)</u>, <u>Winnebago</u> County, as said lands are more particularly described in the following recorded instruments:

Parcel No.	Grantor	Location	Volume	Page No.	Document No.
77	Peter Belinger, single	NW 1/4 NW 1/4, Section 15, T17N, R16E	688	123	

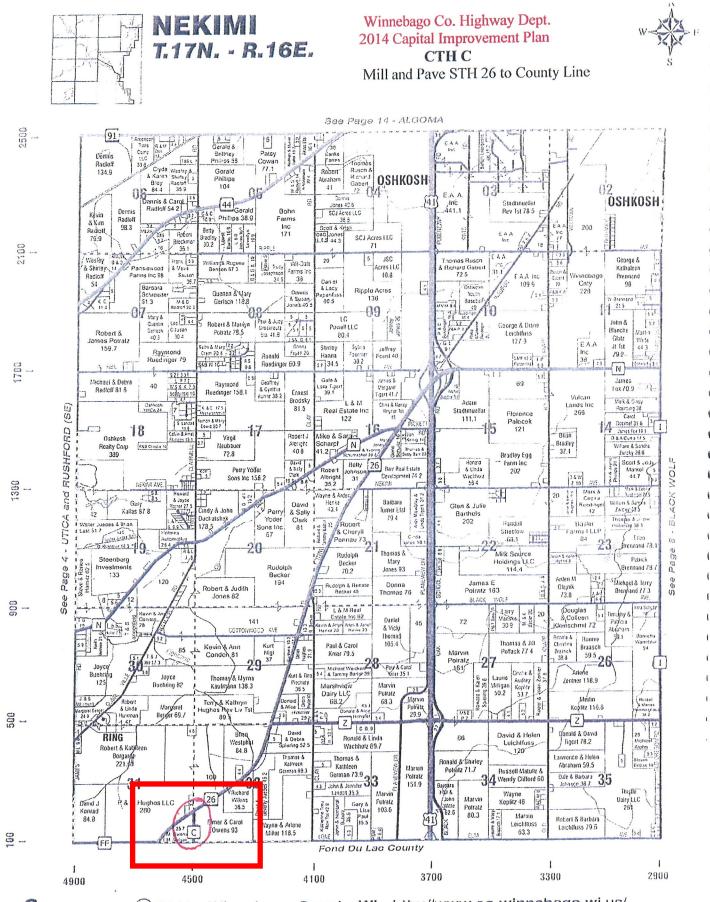
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A covenant is hereby made described premises by good and	with the said	Winnebago	C	ounty that	the said gran	tor holds t	he abov
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State of Wisconsin	
the ingersicated officer, bersough abbethetic and whose name is subscribed to the within instrument and acknowledes that - he day executed the curve for the premiers through contained Ou this the interest i hereuits set my hand and official seal.	
the within instrument and acknowledged thathe executed the same for the purposes therein contained.	
SEAL.	
In witness whereof I hereunto set my hand and official seal. My commission expires	
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State of Wisconsin (arguingen (arguingen)	
State of Wisconsin (NEVI) County of (NEVI) County of (NEVI) On this the day of (NEVI) the undersigned officer, personally appeared (NEVI) ALLNEZS the word and seel of the Rimton and the beson joining in and conscurpts to this conscience' this (NEVI)	
WITNESS the hend and seal of the granter and the person joining in and consenting to this conveyence, this is a 19 52	
known to me to reason of the granting and conveying of the said lands.	
And the constance in the state of the second se	
A covenant is hereby made with the said <u>Finishese</u> County that the said grantor holds the above described premiees by good and perfect title; having good right and lawful autho ylorsh As Good and perfect title; having good right and lawful autho ylorsh As Good and perfect title; having endermaly and said any here are fully any said of the same; that while commission fixing and right from all liens and entermaly average whethere are any the same and the conditions	
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On this day of, A.D. 19, before me, the undersigned, personally	
appeared and	
to me personally known, who being by me duly sworn,	
did say that they are respectively President and of	
a Corporation;	
that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Direc-	
tors; and said postacoop content in and and and and and and and and and an	C. H. C. Aug
severally acknowledged said instrument to be the free act and deed of said Corporation.	A
My commission expires Notary Public	
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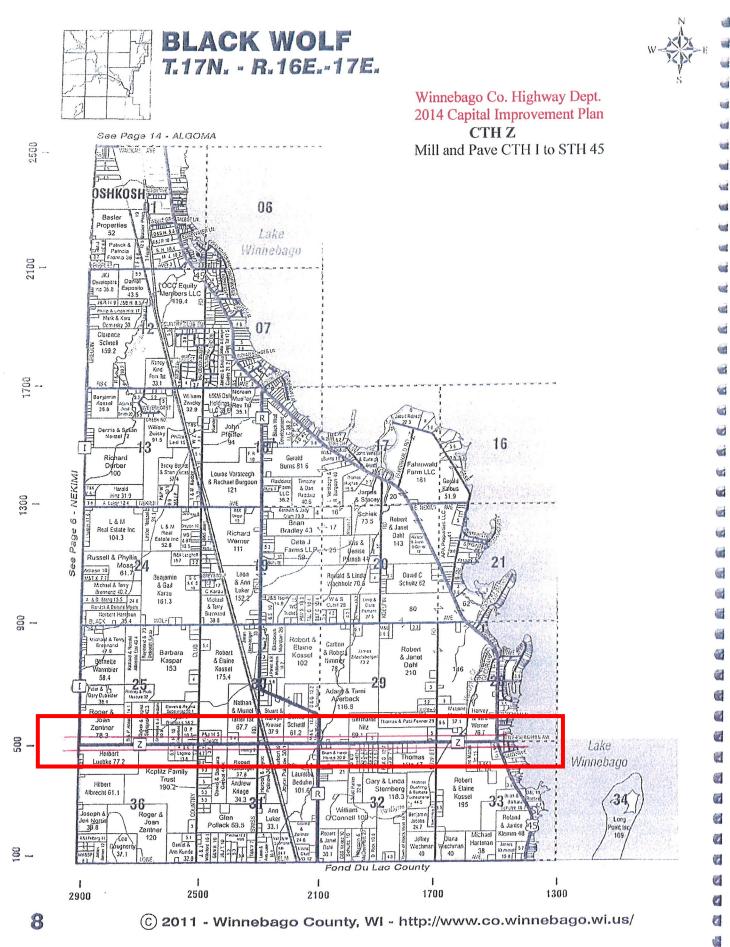
1	307-22014					
2 3 4 5	RESOLUTION: Appropriate \$300,000 for the Milling and Resurfacing of CTH C in the Town of Nekimi					
6	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:					
7	WHEREAS, CTH C from STH 26 south to the County Line in the Town of Nekimi is showing significant sign	าร				
8	of deterioration and is in need of resurfacing to extend it's useful life; and					
9	WHEREAS, The Winnebago County Highway Department typically performs milling and paving projects					
10	each year to the most deteriorated pavements in the system in order to extend the useful life and preserve the					
11	County's investment in the asset; and					
12 13	WHEREAS, CTH C has been scheduled for resurfacing in 2014 and has been identified as a needed proje in the Highway Department's 2014 – 2018 Capital Improvement Plan; and	ct				
14	WHEREAS , The Winnebago County Board recognizes the value of maintaining high quality transportation					
15	systems in our County and is committed to maintaining our highway investments.					
16	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby					
17	approves appropriating \$300,000 for a capital improvement project to mill and resurface CTH C from STH 26 south	i				
18	to the County Line in the Town of Nekimi.					
19	BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds to pay for this	3				
20	project be transferred from the General Fund of Winnebago County to the CTH C Capital Project Fund with the					
21	General Fund being reimbursed from a subsequent bond issue.					
22						
23 24	Fiscal Impact: Annual debt service would be approximately \$35,500 per year for a 10-year period.					
25	Respectfully submitted by:					
26	HIGHWAY COMMITTEE					
27	Committee Vote: 4-0					
28	Respectfully submitted by:					
29	PERSONNEL & FINANCE COMMITTEE					
30	Committee Vote: 5-0					
31						
32	Vote Required for Passage: Three-Fourths of Members Elect					
33						
34	Approved by the Winnebago County Executive this day of, 2014.					
35						
36 37 38	Mark L Harris Winnebago County Executive					



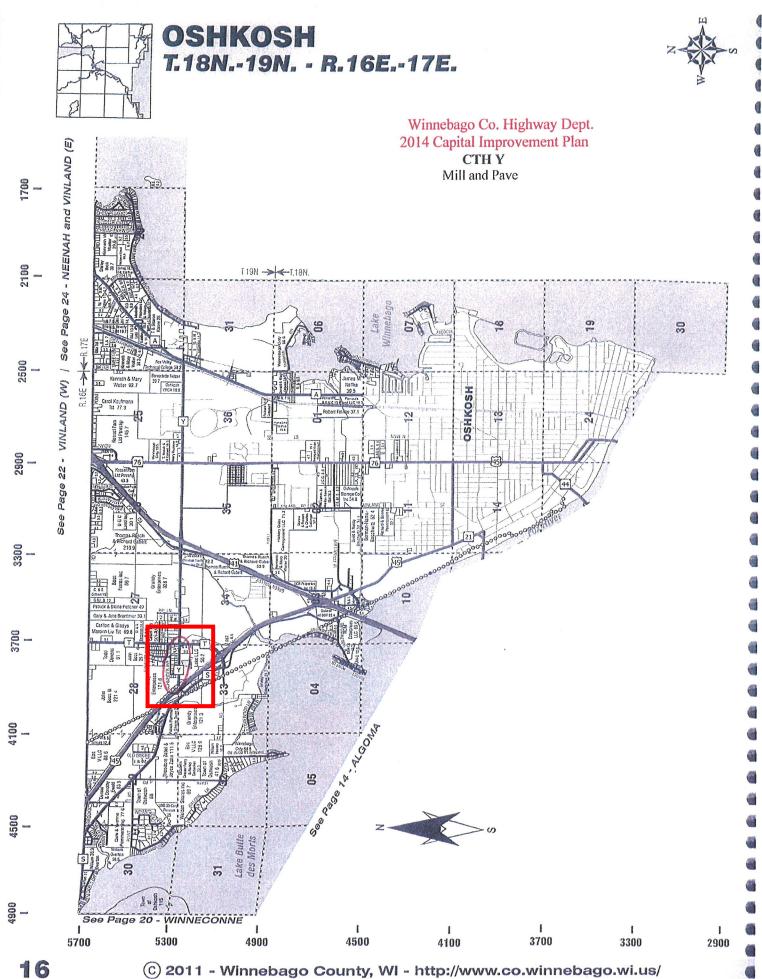
6

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1	308-22014
2 3 4 5	RESOLUTION: Appropriate \$800,000 for the Milling and Resurfacing of CTH Z in the Town of Black Wolf
6	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:
7	WHEREAS, CTH Z from STH 45 to CTH I in the Town of Black Wolf is showing significant signs of
8	deterioration and is in need of resurfacing to extend it's useful life; and
9	WHEREAS, the Winnebago County Highway Department typically performs milling and paving projects each
10	year to the most deteriorated pavements in the system in order to extend the useful life and preserve the County's
11	investment in the asset; and
12	WHEREAS, CTH Z has been scheduled for resurfacing in 2014 and has been identified as a needed project
13	in the Highway Department's 2014 – 2018 Capital Improvement Plan; and
14	WHEREAS, the Winnebago County Board of Supervisors is committed to and supports good transportation
15	systems and highways in our County along with maintaining our infrastructure assets.
16	
17	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby
18	approves appropriating \$800,000 for a capital improvement project to mill and resurface CTH Y from CTH T to CTH
19	south.
20	BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds to pay for this
21	project be transferred from the General Fund of Winnebago County to the CTH Z Capital Project Fund with the
22	General Fund being reimbursed from a subsequent bond issue.
23 24	Fiscal Impact: Annual debt service would be approximately \$94,500 per year for a 10-year period.
24 25	riscal impact. Annual debt service would be approximately \$94,500 per year for a 10-year period.
26	Respectfully submitted by:
27	HIGHWAY COMMITTEE
28	Committee Vote: 4-0
29	Respectfully submitted by:
30	PERSONNEL AND FINANCE COMMITTEE
31	Committee Vote: 5-0
32	
33	Vote Required for Passage: Three-Fourths of Members Elect
34	· · · · · · · · · · · · · · · · · · ·
35	Approved by the Winnebago County Executive this day of, 2014.
36	
37	
38 39	Mark L Harris Winnebago County Executive

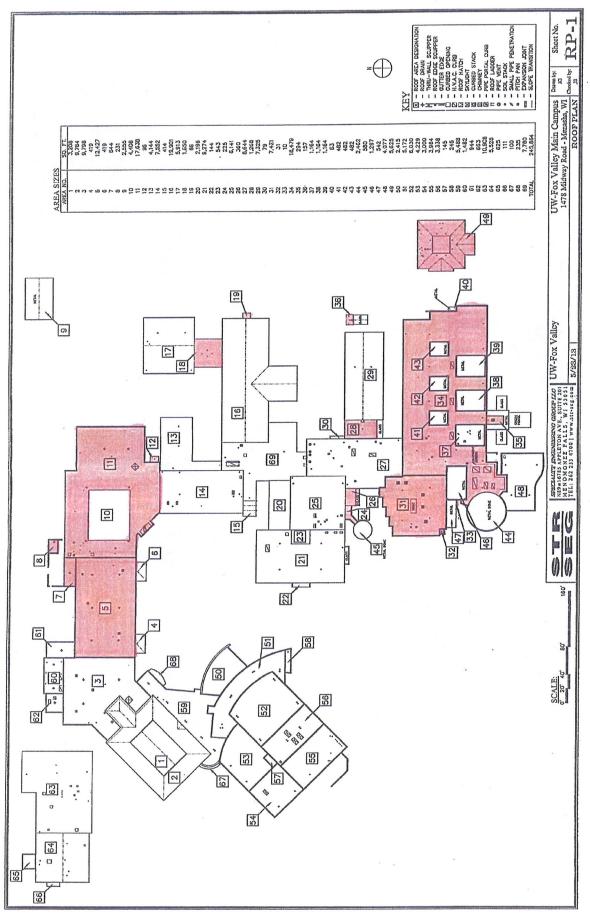


1	309-22014			
2 3 4 5	RESOLUTION: Appropriate \$450,000 for the Milling and Resurfacing of CTH Y in the Town of Oshkosh			
6	TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:			
7	WHEREAS, CTH Y from CTH T to CTH S in the Town of Oshkosh is showing significant signs of			
8	deterioration and is in need of resurfacing to extend it's useful life; and			
9	WHEREAS, The Winnebago County Highway Department typically performs milling and paving projects			
10	each year to the most deteriorated pavements in the system in order to extend the useful life and preserve the			
11	County's investment in the asset; and			
12	WHEREAS, CTH Y has been scheduled for resurfacing in 2014 and has been identified as a needed project			
13	in the Highway Department's 2014 – 2018 Capital Improvement Plan; and			
14	WHEREAS, The Winnebago County Board recognizes the value of highway quality transportation systems in			
15	our County and is committed to maintaining our highways; and			
16				
17	NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby			
18	approves appropriating \$450,000 for a capital improvement project to mill and resurface CTH Y from CTH T to CTH			
19	south.			
20	BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the funds to pay for this			
21	project be transferred from the General Fund of Winnebago County to the CTH Y Capital Project Fund with the			
22	General Fund being reimbursed from a subsequent bond issue.			
23				
24	Fiscal Impact: Annual debt service would be approximately \$53,000 per year for a 10-year period.			
25				
26	Respectfully submitted by:			
27	HIGHWAY COMMITTEE			
28	Committee Vote: 4-0			
29	Respectfully submitted by:			
30	PERSONNEL AND FINANCE COMMITTEE			
31	Committee Vote: 5-0			
32				
33	Vote Required for Passage: Three-Fourths of Members Elect			
34				
35	Approved by the Winnebago County Executive this day of, 2014.			
36				
37 38	Mark L Harris			
39	Winnebago County Executive			



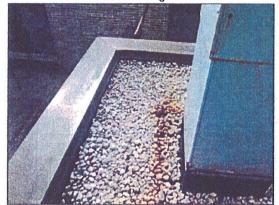
1	310-22014			
2 3 4 5 6	RESOLUTION:	Authorize a Capital Project to Repair/Replace Sections of the Roofs Over the UW Fox Valley Campus at a Cost of \$590,000, to be Funded \$295,000 from Outagamie County and \$295,000 from a Winnebago County Bond Issue		
7	TO THE WINNEB	AGO COUNTY BOARD OF SUPERVISORS:		
8	WHEREAS,	several sections of roofing at the UW Fox Valley campus are in need of major repairs /		
9	replacement in 2014	and have been included in the 5-year Capital Improvements Plan; and		
10	WHEREAS,	total estimated cost to replace / repair the sections of roofing is \$590,000; and		
11	WHEREAS,	Outagamie County is our 50% partner for all buildings at the campus and has approved their		
12	share of the project;	and		
13	WHEREAS,	this repair and maintenance work has been identified in a comprehensive roof study conducted		
14	in 2013. Approximat	ely 27% of the roof area (66,622 sq ft) is scheduled to be addressed with this project; and		
15	WHEREAS,	failure of a roof system will cause damage to interior spaces, equipment, building materials, and		
16	infrastructure, which	will be costly to repair or replace; and		
17	WHEREAS, the typical life cycle of a membrane roof is 18 years. All roof areas to be addressed are 18			
18	years old or older, up	to 52 years old.		
19	NOW, THER	EFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby		
20	approves the roof repair / maintenance project at UW Fox Valley and appropriates \$590,000 to the Capital Project			
21	Fund to cover the cos	st of the project, with \$295,000 to be funded by Outagamie County, and the remaining \$295,000		
22	to be funded by Winr	iebago County.		
23	BE IT FURT	HER RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a		
24	transfer of \$295,000	from the General Fund of Winnebago County to the Capital Project Fund with the General Fund		
25	being reimbursed fro	m a subsequent bond issue.		
26				
27	Fiscal Impact: Annu	ual debt service for a 10-year period would be approximately \$35,000.		
28				
29		Respectfully submitted by:		
30		UW FOX VALLEY BOARD OF TRUSTEES		
31	Committee Vote: 4-	<u>o</u>		
32		Respectfully submitted by:		
33		FACILITIES AND PROPERTY MANAGEMENT COMMITTEE		
34	Committee Vote: 4-0	<u>)</u>		
35		Respectfully submitted by:		
36		PERSONNEL AND FINANCE COMMITTEE		
37	Committee Vote: 5-0	<u>)</u>		
38				
39	Vote Required for Pa	Issage: Three-Fourths of Members Elect		
40				

41	Approved by the Winnebago County Executive this day of, 2014.
42	
43	Markel Llauria
44 45	Mark L Harris Winnebago County Executive





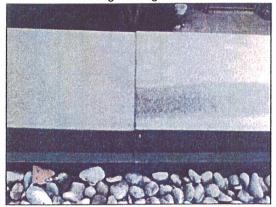
Membrane shrinkage on RA 7



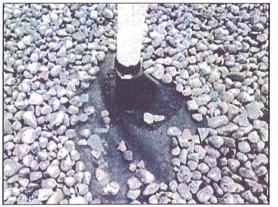
General view RA 8



Flashings tenting on RA7



Loose sheet metal fasteners on RA 8



Membrane shrinkage on RA 18



Flashing membrane terminates behind panels on RA 18

UWFV 2014 DD Specialty Engineering Group, LLC Project No. 12779

1 311-22014 **RESOLUTION:** Authorize Contract Between AT&T and Winnebago County (Telephone 2 Line Service) 3 4 TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS: 5 6 WHEREAS, the telephone line service contract between Winnebago County and One Communications 7 Corporation will expire in May 2014; and 8 WHEREAS, Winnebago County has experienced issues with untimely support of its telephone line service 9 from One Communications Corporation; and 10 WHEREAS, AT&T offers competitive State contract pricing for the provision of telephone line service; and 11 WHEREAS, AT&T presently owns the copper telephone wiring which terminates inside County buildings; 12 and 13 WHERAS, the fact that AT&T owns the telephone wiring within Winnebago County buildings has been a 14 source of conflict between Winnebago County and One Communications Corporation as to the issue of who is 15 responsible for the maintenance of certain wiring components; and 16 WHEREAS, if Winnebago County fails to execute a new long-term contract with a telephone line service 17 corporation prior to the expiration of the present contract with One Communications Corporation, Winnebago County 18 will be required to pay month-to-month pricing for the required service; and 19 WHEREAS, after careful review, the undersigned Committees have recommended the approval of a new 20 5-year contact between Winnebago County and AT&T for the provision of telephone line services. 21 NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby 22 approves the execution of a contract between Winnebago County and AT&T for the provision of the primary lines for 23 telephone services to Winnebago County's major buildings pursuant to those terms as is contained in the attached 24 contract, which is made a part of this Resolution by reference, for a term of five (5) years. 25

26	Respectfully submitted by:
27	INFORMATION SYSTEMS COMMITTEE
28	Committee Vote: 4-1
29	Respectfully submitted by:
30	PERSONNEL AND FINANCE COMMITTEE
31	Committee Vote:
32	Vote Required for Passage: Two-Thirds of Membership
33	
34	Approved by the Winnebago County Executive this day of, 2014.
35	
36 37 38	Mark L Harris Winnebago County Executive



AT&T Telecommunications Services

AUTHORIZED USER AGREEMENT FOR HIGH CAPACITY VOICE TRUNKING SERVICES PURSUANT TO CONTRACT NO. 15-91579-101 BETWEEN AT&T CORP. AND THE STATE OF WISCONSIN, DEPARTMENT OF ADMINISTRATION

Authorized User ("Authorized User")	AT&T Corp. ("AT&T")	AT&T Sales Contact Name Primary Contact		
Winnebago County	AT&T Corp. on behalf of its Affiliates	Name: Robert Gagliano		
AUTHORIZED USER Address	AT&T Address	AT&T Sales Contact Information and for Contract Notices		
Street Address: 415 Jackson City: Oshkosh State: WI Zip Code: 54901	One AT&T Plaza Dallas, Texas 75202	Street Address: N17 W24300 Riverwood DR City: Waukesha State: WI Zip Code: 53188 Fax: Email: rg2452@att.com Sales/Branch Manager: Richard Krause SCVP/RVP Name: Debra Harrison		
AUTHORIZED USER Contact	AUTHORIZED USER Billing Address	AT&T Authorized Agent or Representative Information (if applicable) Primary Contact		
Name: Gina Eiden Title: Network Mgr Telephone: 9202361243 Fax: Email: geiden@co.winnebago.wi.us	Street Address: City: State: Zip Code:	Name: Company Name: Agent Address: City: State: Zip Code: Telephone: Fax: Email: Agent Code		

This Authorized User Agreement (this "Authorized User Agreement") is entered into pursuant to, and hereby incorporates the terms and conditions of, Contract No. 15-91579-101, last signed June 27, 2012 (the "State Agreement for High Capacity Voice Trunking Services"), between AT&T Corp., on behalf of its affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin"). Winnebago County ("Authorized User") is an Authorized User as defined in Section 2.0 of the State Agreement for High Capacity Voice Trunking Services. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to such terms in the State Agreement for High Capacity Voice Trunking Services.

1. AUTHORIZED USER AGREEMENT TERM AND EFFECTIVE DATES

Authorized User Agreement Term	60 Months	
Authorized User Term Start Date	Date of Last Signature	
Authorized User Term End Date	60 Months After the Date of Last Signature	

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their

companies. Page 1 of 3

2. AUTHORIZED USER OBLIGATIONS

2.1 Authorized User agrees to be bound by the rates, terms and conditions of the State Agreement for High Capacity Voice Trunking Services, including without limitation, all rates, terms and conditions set forth in the Pricing Schedules and Exhibits included as part of the State Agreement for High Capacity Voice Trunking Services. *Such rates, terms and conditions include but are not limited to those setting forth minimum payment period obligations.* A copy of the State Agreement for High Capacity Voice Trunking Services, including Pricing Schedules and Exhibits, is attached hereto as Attachment A.

2.2 Authorized User is exclusively responsible for all payments owing to AT&T for the Services provisioned hereunder and the State of Wisconsin shall not be deemed to be a surety or guarantor of any such payments. Authorized User shall pay for the Services ordered hereunder pursuant to the Pricing and Billing terms in Section 6.0 of the State Agreement for High Capacity Voice Trunking Services.

2.3 Pursuant to Sections 4.6 and 6.6 of the State Agreement for High Capacity Voice Trunking Services, AT&T shall bill Authorized User, on behalf of the State of Wisconsin Department of Administration, a Headquarters Credit for subscribing to Authorized User Services. Such Headquarters Credit shall be identified on invoices remitted to Authorized User from AT&T. As of August 2012, the amount of the Headquarters Credit for High Capacity Voice Trunking Services is \$ 0.00. The amount of the Headquarters Credit is subject to change at the discretion of the State of Wisconsin Department of Administration.

2.4 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Services, Authorized User Contact (noted above), on behalf of Authorized User, acknowledges that Authorized User has received and understands the advisories concerning the circumstances under which E911 service may not be available, as stated in the AT&T Business Voice over IP Services Service Guide found in the SG Library accessible at http://new.serviceguide.att.com. Such circumstances include, but are not limited to, relocation of the end user's CPE, use of a non-native or virtual telephone number, failure in the broadband connection, loss of electrical power, and delays that may occur in updating the Authorized User's location in the automatic location information database.

2.5 For Services purchased pursuant to the AT&T IP Flexible Reach and AT&T IP Toll-Free Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

2.6 For Services purchased pursuant to the AT&T IP Managed Internet Service Pricing Schedule included in the State Agreement for High Capacity Voice Trunking Service, the start date of the Minimum Payment Period, per service component, shall be the later of the Effective Date of this Authorized User Agreement or installation of the Service component.

3. SERVICES

Authorized User agrees to purchase and AT&T agrees to provide the Services as described in the State Agreement for High Capacity Voice Trunking Services, and as ordered by Authorized User. Authorized User will order the Services through any AT&T ordering system or method identified by AT&T from time to time.

4. MISCELLANEOUS PROVISIONS

4.1 To the extent the term of this Authorized User Agreement extends beyond the term of the State Agreement, the rates, terms and conditions set forth in the State Agreement, including without limitation the relevant Pricing Schedules, shall apply during the remainder of the term of this Authorized User Agreement.

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their

companies. Page 2 of 3

SOW Auth User High Capacity Services 9/19/2012

4.2 This Authorized User Agreement shall be governed by and construed under the laws of the State of Wisconsin without giving effect to the principles of conflicts of laws thereof. This Authorized User Agreement (including the Attachments) and the State Agreement for High Capacity Voice Trunking Services contain the entire agreement between the parties with respect to its subject matter and supersede all prior understandings or oral or written agreements relating to such subject matter. In addition, this Authorized User Agreement may only be amended by a writing executed by a duly authorized representative of each party hereto.

AUTHORIZED USER (by its authorized representative)	AT&T CORP. (by its authorized representative) By:		
Ву:			
Typed or Printed Name:	Typed or Printed Name:		
Title:	Title:		
Date:	Date:		

List of Attachments:

Attachment A: Contract No. 15-91579-101, last signed June 27, 2012, between AT&T Corp., on behalf of its affiliates ("AT&T") and the State of Wisconsin Department of Administration (the "State of Wisconsin"), including all Pricing Schedules and Exhibits.

CONFIDENTIAL INFORMATION

This agreement is for use by authorized employees of the parties hereto only and is not for general distribution within or outside their

companies.	
Page 3 of 3	

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15:32:14 07-09-2012

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4/4

Please sign by March 31, 2012.

at@t

ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms

ATTACHMENT A - WISCONSIN

RATES and CHARGES; BUTIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION State of Wisconsin Department of Administration

A-1 Rates and Charges: Initial Quantities

Berio	All Sectores () Jaco-				
ISON Prime Service ("ISON PRI")	Port, Switch DMS / ZPAZD/ZPOZD	Growth	\$200.00	*	\$0.00
("ISDN Prime Service ("ISDN PRI")	Unlimited Local Calling on PRI / UTW	Growth	\$77.60)	*	\$0.00
ISDN Prime Service ("ISDN PRI")	DiD - Telephone Numbers - each / LTG6X	Growth	\$0.15	8	\$0.00
ISDN Prime Service ("ISDN PR/")	Calling Name iD per trunk group / NM1PG	Growth	\$15.00	•	\$150.00
DS3 Service	LDC Transport - Zone 2 / TZUP2	Growth	\$990.00		\$0.00
DS3 Service	LDC Transport - Zone 3 / TZUP3	Growth	\$990.00	-+	\$0.00
DS3 Service	Central Office Multiplexing - Zone 2 / QM3X2	Growth	\$355.60	\uparrow	\$0.00
DS3 Service	Central Office Multiplexing - Zone 3 / QM3X3	Growth	\$355.60		\$0.00
DS1 Service	LDC Transport - Zone 1 (for PRI) / TZ4X1	Growth	\$100.10	+	\$0.00
DS1 Service	LDC Transport - Zone 2 (for PRI) / TZ4X2	Growth	\$100.10	+	\$0.00
DS1 Service	LDC Transport - Zone 3 (for PRI) / TZ4X3	Growth	\$100.10 🗩	;†	\$0.00

A-2 Customer Sites

LOCATION(s) which are contained in earliest gaters append pursuant to this Pricing Schedule				
DS1 Service	Customer Sites in the AT&T service areas in Wisconsin			
DS3 Service	Customer Siles in the AT&T service areas in Wisconsin			
ISDN PRI Service	Customer Siles in the AT&T service areas in Wisconsin			

Charges not included. Remain the same as previous contract.	Pricing Components, Additional Fees, Fed Access, State Access, 911 County
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Please sign by March 31, 2012.	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custors Terms

4. ADDS; MOVES

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4.1 New Service Components Not Subject to a Minimum Geantity Commitment ("Adds")

Adds permitted only as specified below:					
Service Components Permitted for Adds	Site(a) Permitted	Monthly Recuiring	Non-recurring Charges		Additional
All Service Components listed in Attachment(s) A	Site(s) listed in Altechment A plus any other Site(s) in states included in Attachment A	As provided in Attachment A	As provided in Attachment A, plus any additional special construction charges that may be assessed	•	Adds must be installed no later than 30 months after Effective Date

4.2 Moves

Per applicable Service Guidebook.

 RATES AND CHARGES; QUANTITIES; INITIAL SITE(S) See Atlachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

5.1 Use of Service

Customer may not use the Service to bypass the switched access charges that must be paid to a local telecommunications company for the termination or origination of international, interLATA or intraLATA calls. If Customer uses the Service to bypass such switched access charges, Customer must compensate AT&T for any resulting switched access charges that AT&T is obligated to pay or entitled to collect. This Customer obligation shall not be capped or limited in any fashion.

5.2 Early Termination Charges - ISDN PRI Service and associated Access Services

Customer is liable for and will pay a per circuit ISDN PRI Service (inclusive of DS1/DS3 Access) Early Termination Charge of:

1) \$1,500 for a circuit terminated prior to completion of month thirty-six (36) following (i) installation of the circuit under this Pricing Schedule; or (ii) migration of circuit to this Pricing Schedule; or

1/2 2) \$0 (zero dollars) for a circuit terminated on or after month thirty-six (36) following: (i) Installation of the circuit under this Pricing Schedule, or (ii) migration of circuit to this Pricing Schedule

Authorized User Commitment term, 36 months

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Please sign by March 31, 2012.

ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms

1. SERVICE, SERVICE PROVIDER(S) and SERVICE GUIDEBOOK(S)

The following Service Guidebooks are the only Service Guidebooks applicable for the Services covered by this Pricing Schedule.

Service(a)	Service Providents)	Second Calibration (a) (Incorporated	Service Guidebook Location(s)
DS1 Service	AT&T Wisconsin	AT&T Waconain Guidebooks, including Guidebook No. 20, Part 15, Section 3	http://cor.web.atl.com/pdf/wo/0015 -0003.pdf
DS3 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, Including Guidebook No. 20, Part 15, Section 3	http://cor.web.ati.com/odi/wg/0015 -0003.odf
ISDN Prime Service ("ISDN PRI")	AT&T Wisconsin	AT&T Wisconsin Guidebooks, Including Guidebook No. 20, Part 17, Section 2	http://cpr.web.att.cpm/pdf/wg/0017 _0002.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

State of WI and At&t Term

State of Wranu Atat Term
60 months
on the Effective Date of this Pricing Schedule
Later of the Effective Date or installation of the Service Component
Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates as specified in this Pricing Schedule for the Pricing Schedule Term. Where slent, applicable Service Guidebook rates then in effect, if any

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recording Rate Applied Minimum Payment Period for Celculation of Early Tempination Charges per Service Component
ISDN PRUDS1/DS3 Service Components (Existing, New and Adds)	WA - See Section 5.2. See Section 6.2

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ATAT ILEC INTRASTATE SERVICES PRICING SCHEDULE **Provided Pursuant to Custom Terms**

(for Telecommunications-HI Cap SIP Trunking RFP 28008-LAA)

Customer	
State of Wisconsin Department of Administration	AT&T ILEC Service-Providing Alliate(s)
Street Address: 101 E. Wilson	
City: Madison State/Province: Wi	
Zip Code: 53703 Country: USA	
Customer Costinit (for notices)	AT&T Bares Constant Information and for Contract Notices
Name:	Name: Suzanne Wagner
Title: Section Chief	Street Address: 316 W. Washington Ave, Room 401
Street Address: 101 E. Wilson	City: Madison State/Province: Wi
City: Madison	Zip Code: 53703 Country: USA
Stale/Province: Wi	Telephone: 608-252-4697 Fax:
Zip Code: 53703	Email: sv1291@us.atLcom
Country: USA	Sales/Branch Manager: Roger Blake
Telephone: 608-267-7355	SCVP Name: John Stahranberg
Fac	Sales Strata: ABS Sales Sales Region; Mid-Western With a copy to:
Email:	AT&T Corp.
Customer Account Number or Master	One AT&T Way
Account Number:	Bedminster, NJ 07921-0752
	ATTN: Master Agreement Support Team
	Email: mastribut.com

This Pricing Schedule for the service(s) identified below ("Service") is part of the Agreement referenced above. Customer requests that its identity be kept confidential and not be publicly disclosed by AT&T or by any regulatory commission, unless required by law.

Customer acknowledges and certifies that the interstate traffic (including Internet and international traffic) constitutes ten percent (10%) or less of the total traffic on any Service. This provision is not applicable to a switched access service or a service which is used solely for the transport of AT&T switched access service(s).

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