

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, OCTOBER 17, 2017**

There will be an Adjourned Meeting of the Winnebago County Board of Supervisors on Tuesday, October 17, 2017, 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.
 - Thank you note from Rylee Mory, 2017 Winnebago County Scholarship recipient
 - Notice of Claim:
 - John A. Kurth for damage to his mailbox caused by a County Highway Department vehicle.
- Resolutions from Other Counties:
 - Monroe County – Resolution No. 08-17-08, “Resolution Requesting a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans
 - Outagamie County – Resolution No. 46—2017-18, “...oppose any legislation that automatically revokes a person’s probation if that person is charged with a crime,…”
 - Sauk County – Resolution No. 86-2017, “Resolution to Create a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans”
 - Trempealeau County – Resolution 2017-09-03, “Creating a Nonpartisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans”
 - Vernon County – Resolution #2017-30, “Fair Maps – Redistricting Resolution”
- Petitions for Zoning Amendments:
 - Lee Bartelt, Town of Omro; tax parcel no. 016-0687
 - Craig Jones, AF Group, Town of Algoma; tax parcel no. 002-0028-19(P)
 - Harrison Sturgis, Jr., Town of Neenah; tax parcel no. 010-0199(P)
 - Douglas and Linda Miller, Town of Nekimi; tax parcel nos. 012-0524(P); 012-0526; 012-0527(P); 012-0527-02(P); 012-0529; 012-0530(P)
 - David J. Juedes, Town of Nekimi; tax parcel no. 012-0573
- Reports from Committees, Commissions & Boards
- Approval of the proceedings from the September 5 and September 19, 2017 County Board meetings
- County Executive's Report
- County Executive's Appointment:
 - Property Assessed Clean Energy (PACE) Commission – Mark Harris, Winnebago County Executive
- County Board Chairman's Report
- County Board Chairman's Appointments:
 - Supervisor District No. 15 – Vicki Schorse, 1224 Algoma Boulevard, Oshkosh, Wisconsin
 - Aviation Committee – Supervisor George Scherck
 - FoxComm Fiscal Advisory Board – Supervisor Michael Brunn
 - Information Systems Committee – Supervisor Michael Brunn
- Presentation of the 4-H Key Award Commendation to Anna Chapin and Kelsey Potratz by Jody Bezio and Sarah Thompson

ZONING REPORTS & ORDINANCES

Report No. 001 – Alison Thompson, Town of Nekimi; tax parcel no. 012-0450

Amendatory Ordinance No. 10/01/17 – Rezoning from A-2 General Agriculture to A-2 General Agriculture

Report No. 002 – Jeffrey and Laura Eagloski, Town of Wolf River; tax parcel no. 032-0542-02-02

Amendatory Ordinance No. 10/02/17 – Rezoning from A-2 General Agriculture with wetlands to A-2 General Agriculture without wetlands

Amendatory Ordinance No. 003 – Town of Clayton on behalf of Jeffrey & Joan Gosz, for rezoning from R-3 to A-2 for tax parcel no. 006-0520-02.

Amendatory Ordinance No. 004 – Town of Clayton on behalf of Delores Rubbert for rezoning from A-1 to A-2 for tax parcel no. 006-0464-02

Amendatory Ordinance No. 005 – Town of Vinland on behalf of Ron Jankowski for rezoning from B-3 to M-2 for tax parcel no. 026-0490-05-04

Amendatory Ordinance No. 006 – Town of Winneconne on behalf of DNN Investments for rezoning from A-2 to R-1 for tax parcel no. 030-0105-01-01.

Amendatory Ordinance No. 007 – Town of Winneconne on behalf of Ultimate Properties LLC for rezoning from A-2 to R-1/A-1 for tax parcel nos. 030-0083 and 030-0083-02

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 200-102017: Commendation for Heidi Turner

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 201-102017: Disallow Claim of Trevor Krueger and Beth Krueger

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 202-102017: Disallow Claim of Jon Treleven and Kirby Treleven

Submitted by:
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 203-102017: Authorize Execution of a Five (5) Year Use Agreement between Winnebago County and Winnbagoland BMX, Inc.

Submitted by:
PARKS AND RECREATION COMMITTEE

ORDINANCE NO. 204-102017: Amend Section 7.02 of the General Code of Winnebago County (Speed Limits on County Trunk Highways)

Submitted by:
HIGHWAY COMMITTEE

RESOLUTION NO. 205-102017: Authorize the Winnebago County Sheriff's Department to Enter into a Ten (10) Year Contract with Motorola Solutions, Inc. to Provide Software and Equipment Support for the County-Wide P1 Computer Aided Dispatch and Law Records Management System

Submitted by:
JUDICIARY & PUBLIC SAFETY COMMITTEE
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 206-102017: Appropriate an Additional \$150,000 to the "Payout Wages" Account of the Miscellaneous Unclassified Cost Center to Cover the Overage and Additional Cost of Sick Leave Payouts Through the End of 2017 with Funds to be Transferred from the General Fund Undesignated Fund Balance Account

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

RESOLUTION NO. 207-102017: Award the Sale of \$9,860,000 General Obligation Promissory Notes

Submitted by:
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.)

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

**Special Orders Session
September 5, 2017
and
Adjourned Session
September 19, 2017**

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

Printed by authority of the Winnebago County Board
David W. Albrecht, Chairman Susan T. Ertmer, Clerk

**SPECIAL ORDERS SESSION
WINNEBAGO COUNTY BOARD MEETING
TUESDAY, SEPTEMBER 5, 2017**

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

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

The following Supervisors were present: Konetzke, Brunn, Harpt, Eisen, Roh, Smith, Long, Scherck, Albrecht, Binder, Thompson, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. Excused: Ramos, Powell, Gabert and Farrey.

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

PUBLIC HEARING

No one from the public addressed the board.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Roh reported that the agenda for the Facilities and Property Management Committee meeting to be held on September 13, 2017, was placed on Committee Members' desks.

Supervisor Locke reported on her attendance at the 2017 Winnebago County Fair. She enjoyed the pig, duck and goat races and hopes they will return next year.

CHAIRMAN'S REPORT

Chairman Albrecht reported that Supervisors Powell, Gabert and Farrey asked to be excused from this evening's meeting. Supervisor Ramos was deployed to Houston, so he is excused from tonight's meeting, too. Supervisor Olson has resigned from the board and an advertisement will be placed in the paper requesting applicants for this position.

PRESENTATION ON PROPERTY ASSESSED CLEAN ENERGY (PACE)

Jason Stringer, Wisconsin Energy Conservation Corporation, introduced himself and informed the board that his company provides assistance to home owners and businesses regarding energy efficiency improvements to their homes and businesses. Property Assessed Clean Energy (PACE) financing is an extension of their business mission for commercial properties. They assist local businesses with financing by helping with renewable energy, energy efficiency and water conservation. The loan payments are covered by utility bill savings. Financing is secured by a special charge of which PACE is directly involved. Mr. Stringer commended the partners that have contributed to this effort.

Twenty-three counties in Wisconsin have joined PACE and are members of this partnership. They have adopted a Model PACE Ordinance and are members of the Joint Powers Authority.

Mr. Stringer discussed the eligible PACE projects that would be able to utilize this program. Eligible improvements that are included are boiler and chillers; pumps and motors; automated building controls; building envelope improvements; efficient lighting systems; heating and cooling system upgrades; renewable energy systems and hot water heating systems. He discussed the benefits to communities that would arise from people getting involved with PACE. Benefits to property owners would include financing for 100% of PACE project cost; exchange equity with low cost debt; long repayment periods (up to 20 years); positive cash flow; increase net operating income and property value; energy savings performance guarantees; transfers to new owner upon sale of property; and tenants share cost and savings.

PACE is a gap financing tool that boosts the profitability for the business. It is not mandatory, it is a 100% voluntary program. It is totally applied to the property. PACE Commission Features: no cost, statewide approach, single point of access, open market and lender consent. There would be no cost to Winnebago County.

Mr. Stringer touched on the points involved before a PACE transaction can be completed. Mr. Stringer provided names and phone numbers of parties that can be contacted regarding the PACE program. He thanked the board for allowing him to present this program and then took questions from the board.

A copy of his presentation is available in the County Clerk's office with the proceedings from this meeting.

HIGHWAY DEPARTMENT ROAD PROJECTS

Ray Palonen, Winnebago County Highway Commissioner, presented his evaluation of the roads in Winnebago County. Some of the safety needs that he feels need to be addressed:

- Severe geometric deficiencies were identified
- Horizontal curves below standards
- Vertical curves below standards

- Ditch slopes below standards
- Right of way obstructions
- Poor drainage
- Pavement and shoulder width minimal
- Ditches are deep and steep
 - Rollover hazard
 - Difficult to maintain effectively

Historically the County has been re-paving roadways and not addressing the safety or capacity issues. If these projects are allowed to move forward, the intent is to pursue state and federal funding. State and Federal funds are limited, so most projects would likely be funded by the County.

Proposed Projects for 2018:

- County Highway T – between Pioneer Road and County Highway II
- Pioneer Road – County Highway T Alternative
- County Highway N – between County Highway FF and State Highway 44
- County Highway O – between Interstate 41 and County Highway II
- County Highway P – between Memorial Drive and Midway Road

Mr. Palonen provided videos and described his intentions for the projects that are listed above. With some of these projects, it may involve purchasing right of ways from property owners to make the curves safer; cutting ditch lines back at the top to allow better vision; working with the surrounding townships to benefit the Stormwater Program (MS4) to repair drainage problems; and make the county roads safer in urban areas.

Mr. Palonen then took questions from the board. A copy of his presentation is available in the County Clerk's office with the proceedings from this meeting.

Motion by Supervisor Robl and seconded by Supervisor Finch to adjourn until the Board's next meeting on Tuesday, September 19, 2017. CARRIED BY VOICE VOTE.

The meeting was adjourned at 7:40 p.m.

Respectfully submitted,
 Julie A. Barthels
 Winnebago County Deputy Clerk

State of Wisconsin)
 County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their Special Orders Session held September 5, 2017.

Julie A. Barthels
 Winnebago County Deputy Clerk

**WINNEBAGO COUNTY BOARD MEETING
TUESDAY, SEPTEMBER 19, 2017**

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

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

The following Supervisors were present: Konetzke, Brunn, Harpt, Eisen, Ramos, Powell, Roh, Smith, Long, Scherck, Albrecht, Gabert, Binder, Thompson, Wojciechowski, Gordon, Wingren, Lautenschlager, Norton, Warnke, Robl, Singstock, Brooks, Powers, Locke, Hegg, Finch, Youngquist, Farrey, Rasmussen, Keller, Egan, Ellis, Snider and Kriescher. (There is one vacancy on the board.)

Motion by Supervisor Robl and seconded by Supervisor Ellis to adopt the amended agenda with Resolution No. 194-92017 being brought forward before Resolution No. 189-92017. CARRIED BY VOICE VOTE.

PUBLIC HEARING

The following person spoke in favor of Resolution No. 190-92017: Authorize Winnebago County to Become a Member of the Property Assessed Clean Energy (PACE) Commission:

- John Hochkammer, Wisconsin Counties Association Outreach Manager, Madison, WI

COMMUNICATIONS AND PETITIONS

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

- Notices of Claim:
 - Notice of Claim from Trevor and Beth Krueger for damage to their driveway after asphalt work was completed by the County Highway Department was referred to the Personnel and Finance Committee.
 - Notice of Claim from Jon and Kirby Treleven for damage to their driveway after asphalt work was completed by the County Highway Department was referred to the Personnel and Finance Committee.
- Petitions for Zoning Amendments:
 - No. 001 – A zoning request from Jeff Eagloski, Town of Wolf River, for tax parcel no. 032-0542-02 to change from A-2 to A-2 no wetlands was referred to the Planning and Zoning Committee.
 - No. 002 – A zoning request from Alison Thompson, Town of Nekimi, for tax parcel no. 012-0450(part) to change from A2 to R1 for a single family residence was referred to the Planning and Zoning Committee.
- Resolutions from Other Counties:
 - Forest County – Resolution No. 28-2017, “Support Legislation to Allow Only Aggrieved Parties to Petition for a Recount...” was referred to the Legislative Committee.
 - LaCrosse County – Resolution No. 24-8/17, “Creating a Non-Partisan Procedure for the Preparation of Legislative and Congressional Redistricting Plans” was referred to the Legislative Committee.
 - Outagamie County – Resolution No. 34-2017-18, “Support any Legislation Reducing the Forfeiture to \$100 for Possessing or Attempting to Possess not more than 10 grams of Marijuana...” was referred to the Legislative Committee.
 - St. Croix County – Resolution # 34 (2017), “Opposing Sections 52 and 53 of Assembly Bill 456 and Senate Bill 374 Relating to Vehicle Registration Fees” was referred to the Legislative Committee.

REPORTS FROM COMMITTEES, COMMISSIONS AND BOARDS

Supervisor Egan reported that there will be no Legislative Committee meeting in September.

Supervisor Finch reported on the Parks and Recreation Committee meeting and tour held on September 18, 2017. As a continuation of the morning meeting, an informational meeting was held at the Neenah City Hall at 7:00 that evening regarding a new dog park.

Supervisor Smith reported on his attendance at the East Wisconsin Counties Railroad Commission meeting held on Friday, August 25. They were able to ride on the Inspection Train to check the tracks from Horicon to Oshkosh.

Supervisor Konetzke reported on the Parks and Recreation Committee meeting and tour. He felt the meeting went well and that the site chosen would be a good place for a dog park.

Supervisor Norton reported on his attendance at the Aging and Disability Resource Center Conference. He felt the conference offered information that should aid in allowing people with disabilities to remain in their own homes versus care facilities. He encouraged Supervisors to use the booklet that was on their desks from the Aging and Disability Resource Center or share it with someone that can benefit from it.

Motion by Supervisor Robl and seconded by Supervisor Konetzke to approve the proceedings from the August 15, 2017 county board meeting. One correction was noted by Chairman Albrecht, on page 128, Ordinance No. 183-82017, the vote should have read that Supervisor Farrey voted “NAY”. CARRIED BY VOICE VOTE.

COUNTY EXECUTIVE'S REPORT

Executive Mark Harris spoke in support of the following resolutions and ordinance:

- Resolution No. 190-92017: Authorize Winnebago County to become a member of the Property Assessed Clean Energy (PACE) Commission
- Ordinance No. 191-92017: Create Section 3.15 of the General Code of Winnebago County: Property Assessed Clean Energy (PACE) Financing Ordinance
- Resolution No. 194-92017: Authorize Borrowing an Amount not to Exceed \$9,860,000, and Authorize the Issuance and Sale of General Obligation Promissory Notes Therefore

Executive Harris reported the due date for proposals for contracts for the race track is past. One proposal was received and was not a qualified bid. Executive Harris is looking for direction from the Parks and Recreation Committee and the County Board of Supervisors.

COUNTY BOARD CHAIRMAN'S REPORT

Chairman Albrecht reported that District 15 Supervisor's position is still vacant. A second ad will be run to try to fill that position.

PRESENTATION ON POSSIBLE RENOVATIONS/MODIFICATIONS TO THE WEST WING OF THE CURRENT AIRPORT TERMINAL

This presentation was pulled from the agenda.

ZONING REPORTS & ORDINANCES

Report No. 001 – A report from the Planning and Zoning Committee regarding a requested zoning change from Nicolas and Robyn Schertz, Town of Algoma, to change from R-2 Suburban Low Density Residential, Wetland to R-2 Suburban Low Density Residential, Non-Wetland for tax parcel no. 002-3300. Motion by Supervisor Rasmussen and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 09/01/17 – A requested zoning change from R-2 Suburban Low Density Residential, Wetland to R2 Suburban Low Density Residential, Non-Wetland for tax parcel no. 002-3300. Motion by Supervisor Rasmussen and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

Report No. 002 – A report from the Winnebago County Planning & Zoning Committee, Winnebago County, for a land use amendment to include a Farmland Preservation Plan as Mandated by Wisconsin State Statutes. Motion by Supervisor Egan and seconded by Supervisor Gabert to accept. CARRIED BY VOICE VOTE.

Amendatory Ordinance No. 09/02/17 – A requested Land Use Plan Amendment to include a Farmland Preservation Plan as Mandated by Wisconsin State Statutes for Winnebago County. Motion by Supervisor Egan and seconded by Supervisor Farrey to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

Amendatory Ordinance No. 003 – A requested zoning change from the Town of Clayton for Rick Steckling, et al, to rezone from A-2 General Farming District to R-2 Suburban Residential District for tax parcel no. 006-0670-01. Motion by Supervisor Youngquist and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

Amendatory Ordinance No. 004 – A requested zoning change from the Town of Clayton for Jeremy Dassler, Etal, to rezone from R-1 Rural Residential District to R-2 Suburban Residential District for tax parcel nos. 006-0638 & 006-0638-01. Motion by Supervisor Youngquist and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

Amendatory Ordinance No. 005 – A requested zoning change from the Town of Clayton for Mark Luebke, Etal, to Rezone from R-1 Rural Residential District to R-2 Suburban Residential District for tax parcel nos. 006-1790-03 & 006-1790-04. Motion by Supervisor Farrey and seconded by Supervisor Gabert to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

Amendatory Ordinance No. 006 – A requested zoning change from the Town of Clayton for Barbara Bombinski to Rezone from R-1 Rural Residential District to R-2 Suburban Residential District for tax parcel nos. 006-0637-01 & 006-0638. Motion by Supervisor Youngquist and seconded by Supervisor Finch to adopt. CARRIED BY VOICE VOTE. (Effective Date: September 22, 2017)

RESOLUTIONS AND ORDINANCES

RESOLUTION NO. 194-92017: Authorize Borrowing an Amount Not to Exceed \$9,860,000, and Authorize the Issuance and Sale of General Obligation Promissory Notes Therefore

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

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

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

WHEREAS, the Winnebago County Board of Supervisors hereby finds and determines that general obligation promissory notes in the aggregate amount of not to exceed \$9,860,000 should be issued, and it is now necessary and desirable to authorize their issuance and sale.

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

Section 1. Authorization of the Notes. For the purpose of paying costs of the Project, there shall be borrowed pursuant to § 67.12(12), Wis Stats, a principal sum not to exceed NINE MILLION EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$9,860,000) from a purchaser or purchasers to be determined by competitive sale (the "Purchaser").

Section 2. Sale of the Notes. To evidence such indebtedness, the Winnebago County Board Chairman, Winnebago County Executive, and Winnebago County Clerk are hereby authorized, empowered, and directed to make, execute, issue, and sell to the Purchaser for, on behalf of and in the name of Winnebago County, general obligation promissory notes aggregating a principal amount not to exceed NINE MILLION EIGHT HUNDRED SIXTY THOUSAND DOLLARS (\$9,860,000) (the "Notes"). There be and there hereby is levied on all the taxable property in Winnebago County a direct, annual tax in such years and in such amounts as are sufficient to pay when due the principal and interest on the Notes.

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

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

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

Section 6. Conflicting Resolutions; Severability; Effective Date. All prior resolutions, rules or other actions of the 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.

Adopted and recorded this 19th day of September, 2017.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 189-92017: Disallow Claim of Jason Tesch

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

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

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that the claim of Jason Tesch, filed with the County Clerk on August 1, 2017, be and the same is hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

Submitted by:
PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 190-92017: Authorize Winnebago County to Become a Member of the Property Assessed Clean Energy (PACE) Commission

WHEREAS, pursuant to § 66.0301, Wis Stats, two or more municipalities in the State of Wisconsin may by contract create a commission for the joint exercise of any power or duty required or authorized by law; and

WHEREAS, Winnebago County is a "municipality" as that term is defined in § 66.0301, Wis Stats, and a political subdivision located in the State of Wisconsin; and

WHEREAS, Winnebago County is empowered by law to promote economic, cultural, and community development including, without limitation, the promotion of opportunities for the creation or retention of employment, the stimulation of economic activity, the increase of the tax base, and the promotion of opportunities for education, cultural improvement, public health, safety, and general welfare which may be accomplished by various means; and

WHEREAS, § 66.0627(8), Wis Stats, authorizes a city, village, town, and county in this state to, among other things, make a loan to or otherwise arrange, participate in, or facilitate the financing of an energy improvement, a water efficiency improvement, or a renewable resource application to a real property within its jurisdiction and to provide for such financing through the imposition of a special charge against the property benefitted by the energy or water efficiency improvement or renewable resource project; and

WHEREAS, such financings are commonly referred to as "Property Assessed Clean Energy," or PACE, financings; and

WHEREAS, Winnebago County has determined that it is in the public interest to provide real property owners, lessees, lenders, and other transaction parties in Winnebago County with access to a uniformly-administered program for PACE financing; and

WHEREAS, the Wisconsin Counties Association, League of Wisconsin Municipalities, Green Tier Legacy Communities, and other stakeholders have studied the possibility of creating a commission pursuant to § 66.0301, Wis Stats, to be known as the Wisconsin PACE Commission (Commission); and

WHEREAS, Winnebago County has evaluated joining the Commission and the benefits of PACE financing and has determined that it is in the County's best interests to join the Wisconsin PACE Commission and authorize the execution of the Commission Agreement; and

WHEREAS, the PACE Commission would be formed and operated in accordance with a Joint Exercise of Powers Agreement Relating to Wisconsin PACE Commission; and

WHEREAS, it is the intent of this Resolution to authorize Winnebago County to become a member of the Commission and authorize the Winnebago County Executive and Winnebago County Clerk to execute a Commission Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Winnebago County Board of Supervisors hereby supports the Property Assessed Clean Energy (PACE) program, authorizes entering into the PACE Commission Agreement, and authorizes the Winnebago County Executive and County Clerk to sign such document after receipt of preliminary approval from the other participating municipalities, approval from the Winnebago County Treasurer, and approval of the Corporation Counsel for Winnebago County.

BE IT FURTHER RESOLVED that the Winnebago County Executive is hereby directed to appoint himself or a Winnebago County Board Supervisor to act as Winnebago County's official representative in relation to the final approval of the form of the Commission Agreement and to otherwise take all action necessary to effectuate the intent of this Resolution.

BE IT FURTHER RESOLVED that the Winnebago County Executive is further directed to appoint an elected County Official as Representative Director of the Board of Directors of the Commission to conform with the Commission Agreement.

Submitted by:
INDUSTRIAL DEVELOPMENT BOARD
PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Keller and seconded by Supervisor Brooks to adopt. Vote on Resolution: AYES: 28; NAYES: 7 – Eisen, Roh, Gabert, Binder, Wingren, Powers and Hegg; ABSTAIN: 0; ABSENT: 0. There is one vacancy on the board.

ORDINANCE NO. 191-92017: Create Section 3.15 of the General Code of Winnebago County: Property Assessed Clean Energy (PACE) Financing Ordinance

WHEREAS, the Winnebago County Board of Supervisors adopted a resolution on September 19, 2017, which authorized Winnebago County to become a member of a Property Assessed Clean Energy (PACE) Commission in order to provide real property owners, lessees, lenders, and other financial parties in Winnebago County with access to a uniformly-administered program to provide PACE financing as authorized by § 60.0627(8), Wis Stats, and

WHEREAS, in order to implement the authority provided in said resolution, it is necessary for Winnebago County to enact an enabling ordinance;

NOW, THEREFORE, the Winnebago County Board of Supervisors does ordain as follows: That Section 3.15 of the General Code of Winnebago County is hereby adopted to read as follows:

3.15 PROPERTY ASSESSED CLEAN ENERGY (PACE) FINANCING

(1) PURPOSE: Winnebago County finds that renovations or additions to premises located in Winnebago County made to improve energy efficiency, improve water efficiency, and/or use renewable resource applications, increase property values, stimulate local economic activity, provide local and global environmental benefits, and promote the general welfare of Winnebago County residents. The purpose of this Ordinance is to facilitate loans arranged by property owners or lessees to make such improvements by treating loan principal and interest, fees, and other charges as special charges eligible for inclusion on the tax roll for these properties.

(2) DEFINITIONS: In this Chapter:

(a) Annual Installment: The portion of the PACE loan that is due and payable for a particular year under the supplemental agreement.

- (b) Borrower: The property owner or lessee of the subject property that borrows the proceeds on a PACE loan.
- (c) Default Loan Balance: The outstanding balance, whether or not due, of a PACE loan at the time that the County receives foreclosure proceeds.
- (d) Foreclosure Proceeds: The proceeds received by Winnebago County from the disposition of a subject property through an *in rem* property tax foreclosure.
- (e) Loan Amount: The principal, interest, administrative fees (including the Program Administrator's fees), and other loan charges to be paid by the borrower under the PACE loan.
- (f) PACE: Property Assessed Clean Energy.
- (g) PACE Default Provisions:
1. The delinquent annual installment(s) due when Winnebago County initiates an *in rem* property tax foreclosure on the subject property;
 2. Any additional annual installment(s) that become due between the time that Winnebago County initiates an *in rem* property tax foreclosure on the subject property and the date the County receives the foreclosure proceeds.
 3. Any default interest charges applied to unpaid annual installments referenced in Subsections (2)(g)1. and 2., above, as provided in the supplemental agreement; and
 4. Any default loan balance.
- (h) PACE Lender: Any person that makes a PACE loan, which may include an affiliate of the borrower.
- (i) PACE Loan: A loan made by a PACE lender to a borrower under this Section for energy efficiency improvements, water efficiency improvements, or renewable resource applications made to or installed on a subject property.
- (j) Person: Any individual, association, firm, corporation, partnership, limited liability company, trust, joint venture, or other legal entity or a political subdivision as defined in § 66.0627, Wis Stats.
- (k) Program Administrator: The person retained by the Wisconsin PACE Commission as provided in Subsection (5)(b).
- (l) Subject Property: Any premises located in Winnebago County on which energy efficiency improvements, water efficiency improvements, or renewable resource applications are being or have been made and financed through an outstanding PACE loan.
- (m) Supplemental Agreement: A written agreement among a borrower, a PACE lender, and Winnebago County as provided for in Subsection (7).
- (n) Wisconsin PACE Commission: The Wisconsin PACE Commission formed under § 66.0301, Wis Stats, as may be amended by Winnebago County, and one or more other political subdivisions as defined in § 66.0627, Wis Stats, pursuant to a Joint Exercise of Powers Agreement relating to the Wisconsin PACE Commission as provided hereafter.
- (3) STATUTORY AUTHORITY: This Section is enacted pursuant to § 66.0627, Wis Stats, as may be amended, which authorizes a county to make a loan or enter into an agreement regarding loan repayments to a third party for owner-arranged or lessee-arranged financing to an owner or a lessee of a premises located in the county for making or installing an energy efficiency improvement, a water efficiency improvement, or a renewable resource application to a premises..
- (4) PACE LOANS AS SPECIAL CHARGES; DELINQUENT AMOUNTS AS LIENS: Any PACE loan made and secured pursuant to this Chapter shall be considered a special charge on the subject property. Any installment or portion of a PACE loan made and secured pursuant to this Chapter that becomes delinquent according to the terms of the PACE loan shall be a lien against the subject property and placed on the tax roll as permitted pursuant to § 66.0627, Wis Stats, as may be amended.
- (5) WISCONSIN PACE COMMISSION:
- (a) In the event a Wisconsin PACE Commission is formed and Winnebago County becomes the originator of such PACE Commission and any Joint Exercise of Powers Agreement thereunder, any of the powers and duties of Winnebago County under this Chapter, except for those under Subsection (9) may (but are not required to) be delegated to the Wisconsin PACE Commission.
 - (b) The Wisconsin PACE Commission shall further be authorized to retain a Program Administrator to act as its agent and administer the PACE program, subject to adherence with PACE program requirements consistent with this Chapter and § 66.0627, Wis Stats, as may be amended.
- (6) LOAN APPROVAL:
- (a) A prospective borrower applying for a PACE loan shall comply with the loan application process set forth in the program manual approved by Winnebago County.
 - (b) The financing arrangements between a borrower and PACE lender shall be subject to the approval of Winnebago County.
- (7) SUPPLEMENTAL AGREEMENT:
- (a) The County, the borrower, and the PACE lender shall execute the supplemental agreement which, without limitation:
 1. Shall inform the participants that the PACE loan amount shall, if requested by the Program Administrator, be imposed as and considered a special charge, and any year's annual installment, if delinquent, may

be included on the property tax roll of the subject property as a special charge, and an annual installment that is delinquent shall be a lien against the subject property pursuant to § 66.027, Wis Stats, as may be amended;

2. Shall recite the amount and the term of the PACE loan;
3. Shall provide for the amount or a method for determining the amount of the annual installment due

each year;

4. Shall provide whether default interest shall be applied to unpaid annual installments;
5. Shall require the PACE lender and the borrower to comply with all federal, state, and local lending and disclosure requirements;
6. Shall provide for any fees payable to Winnebago County and/or the Program Administrator;
7. Shall recite that the supplemental agreement is a covenant that runs with the land;
8. May provide for prepayments of annual installments by the borrower with a resulting reduction in the special charge for the prepayment, subject to any prepayment premium charged by the PACE lender, if any; and
9. May allow for amendment by the parties.

(b) Prior to executing the supplemental agreement, the owner of the subject property, if different from the borrower, and any existing mortgage holder(s) on the subject property, must have executed a separate writing acknowledging the borrower's use of PACE financing for the subject property and the special charge that will be imposed under this Chapter and its consequences, including the remedies for collecting the special charge.

(c) Each PACE loan shall be amortized over the term of the PACE loan as provided in the supplemental agreement.

(d) The annual payments of a PACE loan may be payable in installments as authorized by § 66.0627, Wis Stats, as may be amended.

(8) ANNUAL INSTALLMENTS ADDED TO TAX ROLLS: Upon the request of the Program Administrator, Winnebago County shall place any year's annual installment, if delinquent, on the tax roll for the subject property as permitted pursuant to § 66.0627, Wis Stats, as may be amended.

(9) REMITTANCE OF SPECIAL CHARGES: Winnebago County shall promptly remit to the Wisconsin PACE Commission any payment(s) it receives with respect to any special charge imposed under this Subsection including penalties and charges thereon it may receive from any taxing district or the Winnebago County Treasurer pursuant to Chapter 74, Wis Stats, as amended, subject to Winnebago County retaining any agreed-upon portion thereof for its own costs and expenses attributable to administering the PACE loan and its collection.

(10) PROPERTY TAX FORECLOSURE PROCEDURES:

(a) If a subject property owner fails to pay any special charges imposed on the subject property under this Section as required, Winnebago County may proceed in collecting the special charge pursuant to the General Code for Winnebago County.

(b) Winnebago County shall begin an *in rem* property tax foreclosure proceeding on the subject property at the earliest time allowed under the Wisconsin Statutes unless the County determines that that subject property is a "brownfield" (as defined in § 75.106, Wis Stats, as may be amended) or that *in rem* property tax foreclosure is not in the best interests of the County due to the condition of the property or other reasons.

(c) If Winnebago County has determined that it will not commence an *in rem* property tax foreclosure proceeding, then the PACE lender may request that the County, pursuant to § 75.106, Wis Stats, as may be amended, assign the County's right to take judgment against the subject property, provided that the PACE lender and the County fully comply with all provisions of § 75.106, Wis Stats, as may be amended, concerning the subject property, and the PACE lender agrees to pay the amounts required by § 75.36(3)(a)1 and 1m, Wis Stats, as may be amended.

(11) EFFECTIVE DATE: The herein Ordinance shall take effect on October 15, 2017.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

Motion by Supervisor Rasmussen and seconded by Supervisor Ellis to adopt. Vote on Ordinance: AYES: 30; NAYES: 5 – Eisen, Roh, Gabert, Binder & Hegg; ABSTAIN: 0; ABSENT: 0. CARRIED. There is one vacancy on the board.

ORDINANCE NO. 192-92017: Amend Section 19.24(2)(a) of the General Code of Winnebago County to Reflect Fee Increases in Each Category of the Community Park Shelter Rental Fees Program and Eliminate the Small Group Open Air Shelter Rental Service

WHEREAS, for nine (9) years there have been no increases in the rental fees for Community Park Shelters, while at the same time the cost associated with maintaining and servicing each of the 45+-year-old shelter facilities has continued to rise; and

WHEREAS, a comparison of the fees applied to similar facilities and services located in other municipalities demonstrates the appropriateness of instituting a \$10.00 increase in fees affecting Shelter 1, Shelter 2, and the Pavilion, as well as a \$5.00 increase in fees affecting Shelter 3 and Shelter 4; and

WHEREAS, along with these fee changes, it is desirable to eliminate the shelter rental fee for the small group open air shelters due to an absence of public interest in renting these structures.

NOW, THEREFORE, BE IT ORDAINED by the Winnebago County Board of Supervisors that effective January 1, 2018, Section 19.24(2)(a) of the General Code of Winnebago County be amended to reflect an increase of \$10 in each of the fee categories affecting Community Park Shelter 1, Shelter 2, and the Pavilion, as well as an increase of \$5 in each of the fee categories affecting Shelter 3 and Shelter 4, and that Section 19.24(2)(a) shall thereupon read as follows:

19.24 FEES AND CHARGES
 (2)(a) Community Park Shelter Rental Fee Schedule

Shelters	Group Size	Weekday Charge	Weekend Charge
1 & 2	Up to 150	\$50.00	\$60.00
	151-300	\$80.00	\$80.00
	301-1000	\$140.00	\$140.00
	Over 1000	Negotiable Minimum \$220.00)	Negotiable (Minimum \$220.00)
3 & 4	Up to 50	\$35.00	\$40.00
	51-300	\$80.00	\$80.00
	301-1000	\$140.00	\$140.00
	Over 1000	Negotiable Minimum \$220.00)	Negotiable (Minimum \$220.00)
Pavilion	Up to 150	\$120.00	\$145.00
	151-300	\$180.00	\$180.00
	301-1000	\$220.00	\$220.00
	Over 1000	\$265.00	\$265.00

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that the rental fee for small group open air shelters shall be eliminated.

Submitted by:
 PARKS AND RECREATION COMMITTEE

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

RESOLUTION NO. 193-92017: Authorize Transfer of \$150,000 from the General Fund Contingency Fund to the Equipment Budget of the Winnebago County Clerk of Courts 2017 Budget for the Purchase of File Shelving to be Installed During the Winnebago County Courthouse Relocation Project.

WHEREAS, the Winnebago County Clerk of Courts office is being relocated as part of the Courthouse relocation project; and

WHEREAS, new file shelving is needed as part of the department's move; and

WHEREAS, originally, the Clerk of Courts believed that the funds for the file shelving were included as part of the relocation project budget; and

WHEREAS, there are no funds included in the relocation project budget for furniture, fixtures, or equipment for any departments in the department relocation project; and

WHEREAS, there are not sufficient funds within the Clerk of Courts 2017 Budget to cover the cost of the new filing shelving; and

WHEREAS, the cost of the built-in shelving along with relocating the files currently housed on the 2nd and 4th floor of the Courthouse is estimated at \$150,000; and

WHEREAS, this cost does not include the movement or storage of the files currently on the 3rd floor of the Courthouse.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes a transfer of \$150,000 from the General Fund Contingency Fund to the Equipment Budget of the Winnebago County Clerks of Courts 2017 Budget for the purpose of purchasing and installing file shelving and relocating the above referenced files.

Submitted by:
 JUDICIARY AND PUBLIC SAFETY COMMITTEE
 PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 195-92017: Authorize the Winnebago County Finance Department to Enter Into a 5-Year Contract with Maximus to Prepare Winnebago County's Annual Cost Allocation Plan at a Cost of \$5,500 Per Year

WHEREAS, the Winnebago County Finance Department contracts with a company to prepare a cost allocation plan; and

WHEREAS, the cost allocation plan is a document that allocates administrative and other costs to various departments such as Child Support, Public Health, Human Services, and others; and

WHEREAS, these indirect costs are included in Federal and State grant reporting; and

WHEREAS, these indirect costs are funded by Federal and State grant programs bringing in additional revenue in amounts in excess of \$130,000 per year; and

WHEREAS, the contract with the current contractor expired in 2016; and

WHEREAS, the Winnebago County Finance Department sought quotes from companies who prepare cost allocation plans, and Maximus offered the lowest price; and

WHEREAS, after interviewing several staff members from Maximus and contacting other counties, the Winnebago County Finance Department believes that Maximus is qualified and, therefore, the Finance Director is recommending that Winnebago County enter into a 5-year contract with Maximus at an annual cost of \$5,500.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby authorizes the Winnebago County Finance Department to contract with Maximus to provide cost allocation plans to Winnebago County for 5 years, from the years 2017 through 2021.

Submitted by:

PERSONNEL AND FINANCE COMMITTEE

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

RESOLUTION NO. 196-92017: Support Legislation to Allow an Individual Meeting Certain Requirements to File a Petition for Expungement of the Individual's Criminal Record with the Sentencing Court After the Individual Completes a Sentence

WHEREAS, under current law, a Court may order an individual's criminal record expunged of certain crimes that a person committed before the age of 25; and

WHEREAS, under current law, the expungement may only be ordered at sentencing and the record may not be expunged until the completion of the sentence; and

WHEREAS, a proposal to amend the law is currently be considered that would allow an individual to file a petition for expungement with the sentencing court after the individual completes his or her sentence; and

WHEREAS, according to the proposal, upon receipt of such a petition, the court shall review the petition at a hearing unless the victim of the crime waives a hearing, then order the record be expunged or deny the petition; and

WHEREAS, according to the proposal, if the court denies the petition, the individual may not file another petition for two years; and

WHEREAS, your undersigned Committee recommends that the Winnebago County Board of Supervisors adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby supports proposed legislation to allow an individual meeting certain requirements to file a petition for expungement with the sentencing court after he or she completes his or her sentence.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that it hereby supports permitting a person whose petition is denied to file another petition in two years.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Clerk be directed to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor Scott Walker, all state legislators that serve constituents within Winnebago County, and the Winnebago County District Attorney.

Submitted by:

LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Farrey to adopt. CARRIED BY VOICE VOTE.

NAYES: 1 – Eisen; ABSTAIN: 1 – Hegg

RESOLUTION NO. 197-92017: Support Legislation to Maintain Full Funding for the Great Lakes Restoration Initiative

WHEREAS, the Trump Administration has proposed cutting funding for the Great Lakes Restoration Initiative (GLRI); and

WHEREAS, the Federal government currently appropriates \$330 million in funding to multiple Federal agencies, which in turn makes competitive grants available to local units of government to protect and improve water quality in the Great Lakes; and

WHEREAS, since the initiative began, Winnebago County and surrounding counties which make up portions of the Lower Fox River Basin have successfully installed several million dollars of conservation practices on the landscape and have seen measurable improvements in water quality in watercourses flowing to and through Lake Winnebago, Lake Butte des Morts, Lake Poygan, and other waterways flowing to the Fox River and Lake Michigan; and

WHEREAS, if funding for this initiative is eliminated, it will have significant impacts on local programs working towards improving water quality locally and overall within the Great Lakes region. Currently, GLRI funding accounts for approximately 30% of the Land Conservation Department budget annually; and

WHEREAS, the Legislative Committee requests supporting full funding of the Great Lakes Restoration Initiative in the Federal budget; and

WHEREAS, your undersigned Committee recommends that the Winnebago County Board of Supervisors adopt this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby supports full funding of \$300 million for the Great Lakes Restoration Initiative (GLRI) in the upcoming Federal budget.

BE IT FURTHER RESOLVED by the Winnebago County Board of Supervisors that the Winnebago County Clerk is hereby directed to forward a copy of this Resolution to the Wisconsin Counties Association, the Office of Governor Scott Walker, and all U.S. Congressman and U.S. Senators that serve constituents within Winnebago County.

Submitted by:
LEGISLATIVE COMMITTEE

Motion by Supervisor Egan and seconded by Supervisor Farrey to adopt. CARRIED BY VOICE VOTE.
ABSTAIN: 1 – Hegg.

ORDINANCE NO. 198-92017: Adopt Chapter 14 of the General Code of Winnebago County: Illicit Discharge and Illicit Connection Ordinance

WHEREAS, the Winnebago County Board of Supervisors finds that the uncontrolled discharge of pollutants to its Municipal Separate Storm Sewer System (MS4) has an adverse impact on the water quality of receiving waters; and

WHEREAS, the United States Environmental Protection Agency (EPA) has promulgated regulations implementing the National Pollution Discharge Elimination System (NPDES) program; and

WHEREAS, the EPA has authorized the State of Wisconsin to issue NPDES permits under the Wisconsin Pollutant Discharge Elimination System (WPDES) permit system; and

WHEREAS, the WPDES regulations require Winnebago County to control the contribution of pollutants to its regulated MS4 by prohibiting illicit discharges, and to inspect, monitor, and enforce the prohibitions of illicit discharges to its regulated MS4 via an Illicit Discharge and Illicit Connection Ordinance.

NOW, THEREFORE, BE IT ORDAINED by the Winnebago County Board of Supervisors that Chapter 14 of the General Code of Winnebago County is hereby adopted to read as follows:

See attached Document

Submitted by:
LAND CONSERVATION COMMITTEE
HIGHWAY COMMITTEE

Motion by Supervisor Farrey and seconded by Supervisor Snider to adopt. Vote on Ordinance: AYES: 34; NAYES: 0; ABSTAIN: 1 – Hegg; ABSENT: 0. There is one vacancy on the board. CARRIED.

RESOLUTION NO. 199-92017: Designate the Winnebago County Department of Human Services to Receive Coordinated Services Team (CST) Funding from the Wisconsin Department of Health Services for the Purpose of Providing Wrap-Around Services to Uninsured Youth and Families

WHEREAS, the goal of Coordinated Services Teams (CST) is to keep individuals with multiple needs in their communities (home, schools, work, etc) through the establishment of a comprehensive, coordinated, and community-based system of care centered on the individuals; and

WHEREAS, the Wisconsin Department of Health Services has offered Winnebago County \$60,000 per year in funding to provide wrap-around services to uninsured youth and families through a coordinated service team; and

WHEREAS, the Wisconsin Department of Health Services requires that the Winnebago County Board of Supervisors designate a County agency to receive CST funding prior to such funding being provided; and

WHEREAS, such funding will be provided to Winnebago County commencing in the 2018 budget year.

NOW, THEREFORE, BE IT RESOLVED by the Winnebago County Board of Supervisors that it hereby designates the Winnebago County Department of Human Services as the appropriate agency to receive Coordinated Services Team (CST) funding from the Wisconsin Department of Health Services for the purpose of providing wrap-around services to uninsured youth and families within Winnebago County.

Submitted by:
HUMAN SERVICES BOARD

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

Motion by Supervisor Robl and seconded by Supervisor Konezke to adjourn until the October 17, 2017 meeting at 6:00 p.m. The meeting was adjourned at 7:20 p.m.

Submitted by:
Julie A. Barthels
Winnebago County Deputy Clerk

State of Wisconsin)
County of Winnebago) ss

I, Julie A. Barthels, do hereby certify that the foregoing is a true and correct copy of the Journal of the Winnebago County Board of Supervisors for their regular meeting held September 19, 2017.

Julie A. Barthels
Winnebago County Deputy Clerk

MARK L. HARRIS
County Executive

112 OTTER AVE., P. O. BOX 2808
OSHKOSH, WISCONSIN 54903-2808



OSHKOSH (920) 232-3450
FOX CITIES (920) 727-2880
FAX (920) 232-3429

Winnebago County
Office of the County Executive

TO: Members of the Winnebago County Board
FROM: Mark L. Harris
DATE: October 17, 2017
SUBJECT: Appointment to the **PROPERTY ASSESSED CLEAN ENERGY (PACE) COMMISSION**

Subject to your approval, I am hereby making the following appointment to the **PROPERTY ASSESSED CLEAN ENERGY (PACE) COMMISSION**.

Mark L. Harris
112 Otter Avenue
Oshkosh, WI. 54903

Thank you in advance for your favorable consideration of this appointments.



Mark L. Harris, County Executive

MLH/jpf
CC: County Clerk
Property Assessed Clean Energy (Pace) Commission

DAVID W. ALBRECHT
Chairman
County Board

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

(920) 236-4766
FAX (920) 303-3025



Winnebago County

The Wave of the Future

TO: Winnebago County Board of Supervisors
FROM: Chairman David Albrecht
DATE: October 17, 2017
RE: Appointment to Supervisor District No. 15

Subject to your approval, I am appointing Ms. Vicki Schorse, 1224 Algoma Boulevard, Oshkosh, Wisconsin; to Supervisor District No. 15. Ms. Schorse will complete the unexpired term of Kenn Olson, who resigned from the Board. Ms. Schorse's term will begin immediately and end on April 17, 2018.

Thank you in advance for your approval of this appointment.

DAVID W. ALBRECHT
Chairman
County Board

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

(920) 236-4766
FAX (920) 303-3025



Winnebago County

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: David Albrecht
DATE: October 17, 2017
RE: Appointment to the Aviation Committee

Subject to your approval, I am appointing Supervisor George Scherck to the Aviation Committee. Supervisor Scherck will replace Kenn Olson who has resigned from the County Board of Supervisors.

Thank you in advance for your support of this appointment.

DAVID W. ALBRECHT
Chairman
County Board

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

(920) 236-4766
FAX (920) 303-3025



Winnebago County

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: David Albrecht
DATE: October 17, 2017
RE: Appointment to the FoxComm Fiscal Advisory Board

Subject to your approval, I am appointing Supervisor Michael Brunn to the FoxComm Fiscal Advisory Board. Supervisor Brunn will replace Kenn Olson who has resigned from the County Board of Supervisors.

Thank you in advance for your support of this appointment.

DAVID W. ALBRECHT
Chairman
County Board

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

(920) 236-4766
FAX (920) 303-3025



Winnebago County

The Wave of the Future

TO: Members of the Winnebago County Board
FROM: David Albrecht
DATE: October 17, 2017
RE: Appointment to the Information Systems Committee

Subject to your approval, I am appointing Supervisor Michael Brunn to the Information Systems Committee. Supervisor Brunn will replace Kenn Olson who has resigned from the County Board of Supervisors.

Thank you in advance for your support of this appointment.

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4280 filed with the County Clerk by:

THOMPSON, ALISON, Town of NEKIMI and referred to the Planning and Zoning Committee on 10/6/2017 and

WHEREAS, a Public Hearing was held on 9/26/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: THOMPSON, ALISON

Agent(s): SMITH, JAMES - MARTENSON & EISELE, INC.

Location of Premises Affected: 2960 COUNTY RD Z, OSHKOSH, WI 54902

Legal Description: Being a part of the SE 1/4 of the SE 1/4, Section 26, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

Tax Parcel No.: 012-0450

Sewer:	<input type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input type="checkbox"/>	Municipal	<input checked="" type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input type="checkbox"/>	Wetlands		

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

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

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

The Town of NEKIMI has Approved. Town has right of approval or denial per terms of zoning ordinance. Town findings for Approval were as follows: 1. The Town Board approves change from A-2 to R-1.

1. The Town of Nekimi has approved.
2. There were no objections.
3. 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 by a vote of 5-0.

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 10/01/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4280 as follows:

Being a part of the SE 1/4 of the SE 1/4, Section 26, Township 17 North, Range 16 East, Town of Nekimi, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture,

TO: A-2 General Agriculture,

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF OCTOBER, 2017.

Mark Harris
County Executive

County Board Supervisory district 32

CERTIFIED SURVEY MAP NO. _____

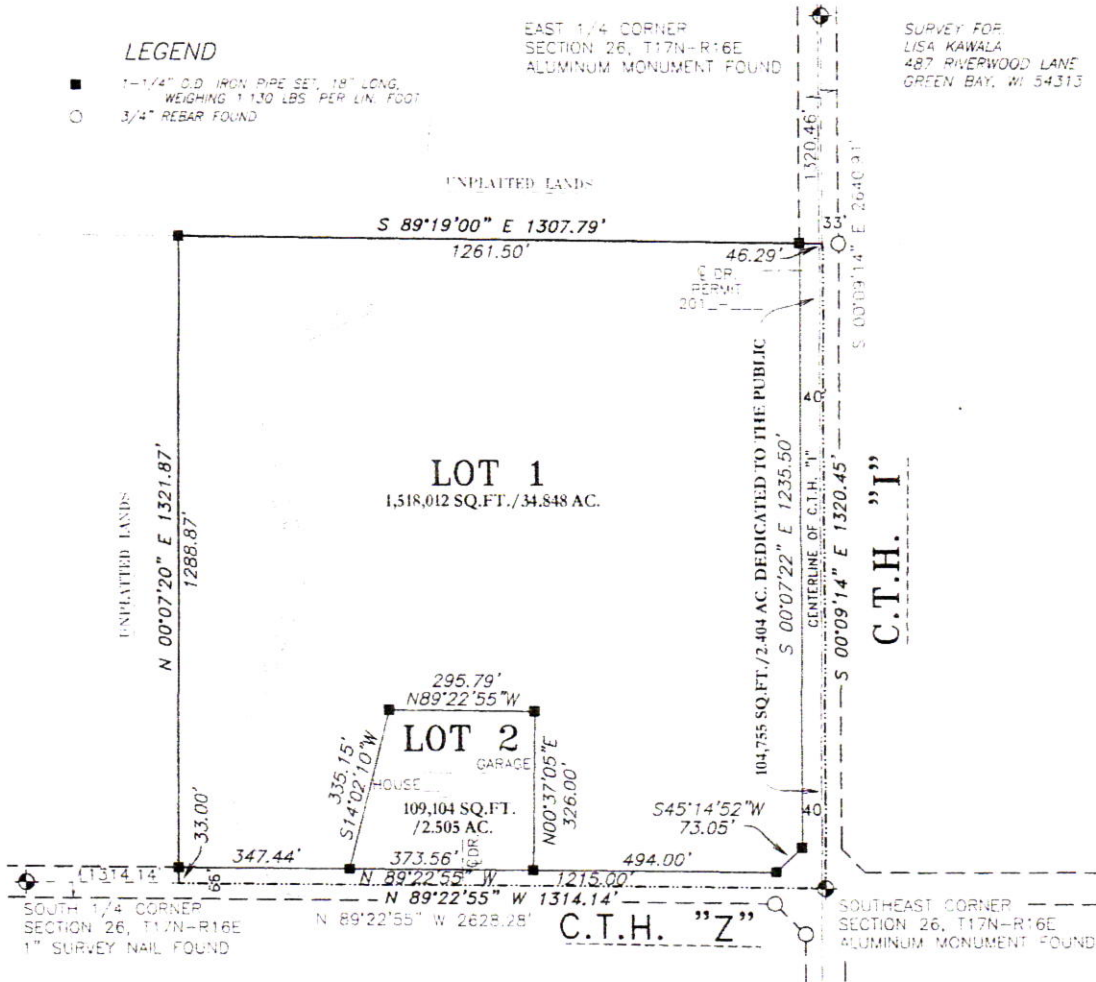
ALL OF THE SOUTHEAST 1/4 OF THE SOUTHEAST
 1/4 OF SECTION 26, TOWNSHIP 17 NORTH, RANGE
 16 EAST, TOWN OF NEKIMI, WINNEBAGO COUNTY,
 WISCONSIN.

LEGEND

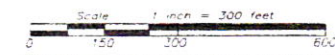
- 1-1/4" O.D. IRON PIPE SET, 18" LONG,
WEIGHING 1.130 LBS. PER LIN. FOOT
- 3/4" REBAR FOUND

EAST 1/4 CORNER
 SECTION 26, T17N-R16E
 ALUMINUM MONUMENT FOUND

SURVEY FOR
 LISA KAWALA
 487 RIVERWOOD LANE
 GREEN BAY, WI 54313



NOTE:
 "ANY LAND BELOW THE ORDINARY HIGH WATER MARK
 OF A LAKE OR A NAVIGABLE STREAM IS SUBJECT TO
 THE PUBLIC TRUST IN NAVIGABLE WATERS THAT IS
 ESTABLISHED UNDER ARTICLE IX, SECTION 1, OF THE
 STATE CONSTITUTION."



BEARINGS ARE REFERENCED TO THE WINNEBAGO
 COUNTY COORDINATE SYSTEM OF 1983 (1991)
 IN WHICH THE EAST LINE OF THE SOUTHEAST 1/4,
 OF SECTION 26, BEARS S00°09'14"E

Martenson & Eisele, Inc.



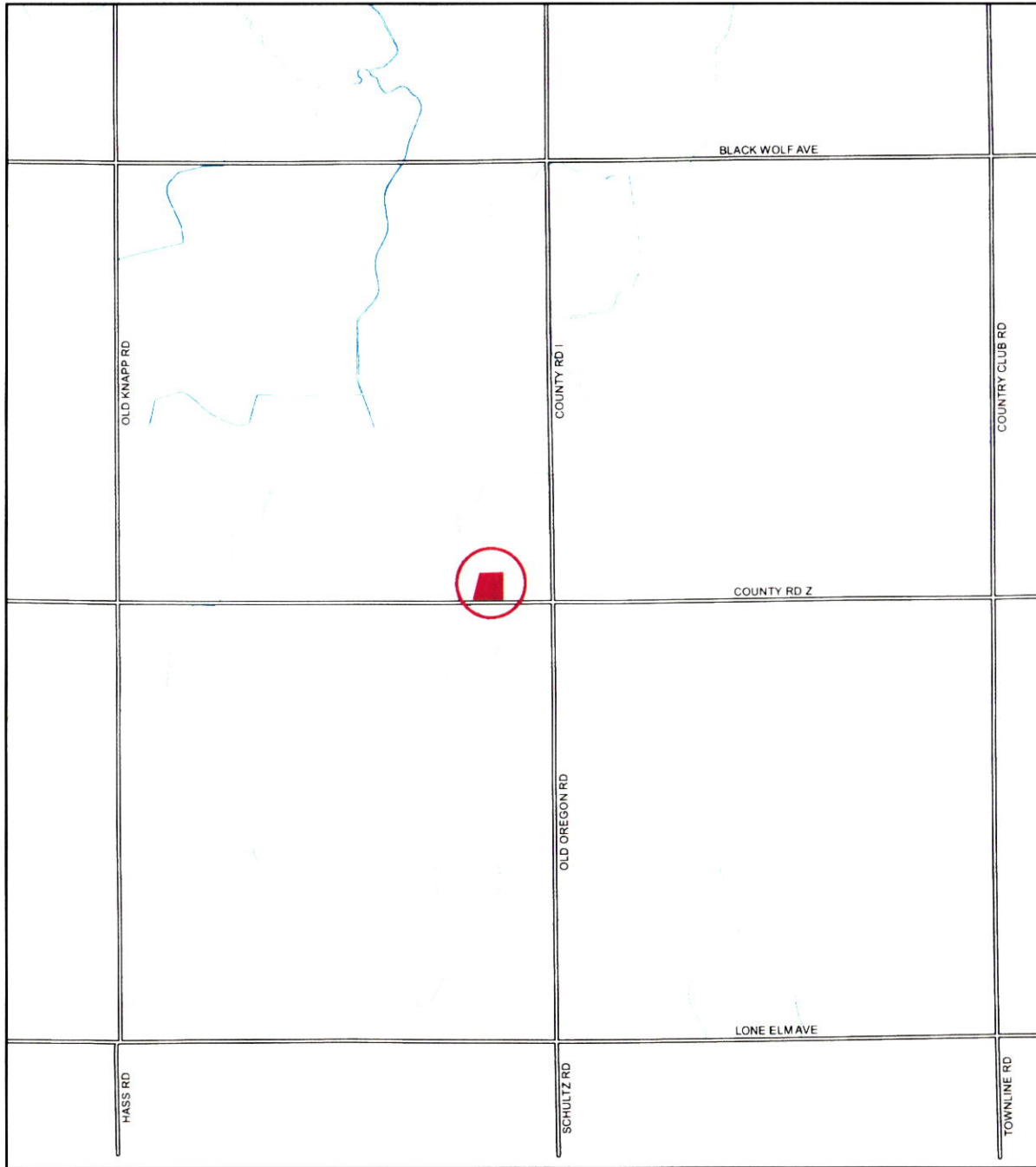
101 West Main Street
 Omro, WI 54963
 www.martenson-eisele.com
 P 920.685.6240 F 920.685.6340

Planning
 Environmental
 Surveying
 Engineering
 Architecture

PROJECT NO. 0-2174-001
 FILE 21740010SM SHEET 1 OF 3

This instrument was drafted by DSI

○ = SITE



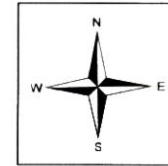
1 inch : 2,000 feet

Application #17-ZC-4280

Date of Hearing:
September 26, 2017

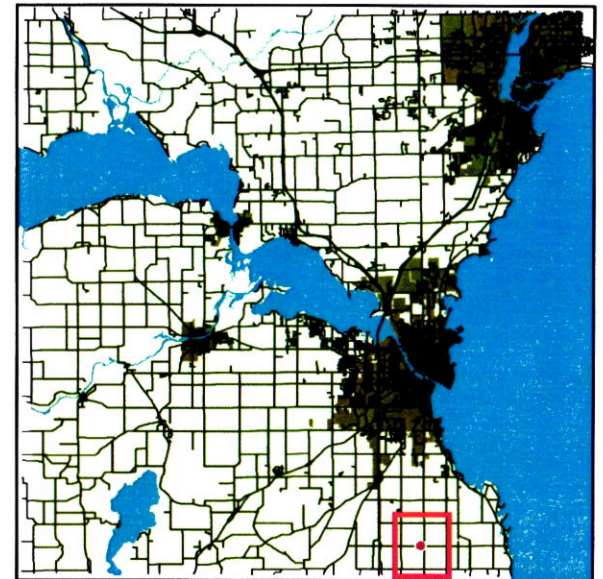
Owner(s):
Thompson, Alison

Subject Parcel(s):
0120450(P)



*Winnebago County
WINGS Project*

● = SITE



WINNEBAGO COUNTY



Application #17-ZC-4280

Date of Hearing:

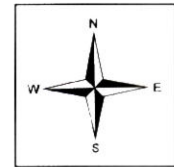
September 26, 2017

Owner(s):

Thompson, Alison

Subject Parcel(s):

0120450(P)



Winnebago County
WINGS Project

Scale

1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction



TO THE WINNEBAGO COUNTY BOARD SUPERVISORS

Your Planning and Zoning Committee begs leave to report:

WHEREAS, it has reviewed the Petition for Zoning Amendment 2017-ZC-4260 filed with the County Clerk by:

EAGLOSKI, JEFFREY ; EAGLOSKI, LAURA, Town of WOLF RIVER and referred to the Planning and Zoning Committee on 9/19/2017 and

WHEREAS, a Public Hearing was held on 9/26/2017, pursuant to mailed and published notice as provided by as on the following:

PROPERTY INFORMATION:

Owner(s) of Property: EAGLOSKI, JEFFREY ; EAGLOSKI, LAURA
Agent(s):

Location of Premises Affected: 7843 COUNTY RD MM
LARSEN, WI 54947

Legal Description: Being a part of the SW 1/4 of the SE 1/4 and part of Government Lot 2, Section 25, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

Tax Parcel No.: 032-05420202

Sewer:	<input checked="" type="checkbox"/>	Existing	<input type="checkbox"/>	Required	<input type="checkbox"/>	Municipal	<input checked="" type="checkbox"/>	Private System
Overlay:	<input type="checkbox"/>	Airport	<input type="checkbox"/>	SWDD	<input checked="" type="checkbox"/>	Shoreland		
	<input checked="" type="checkbox"/>	Floodplain	<input type="checkbox"/>	Microwave	<input checked="" type="checkbox"/>	Wetlands		

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

And
WHEREAS, we received notification from the Town of WOLF RIVER recommending No Response
And
WHEREAS, your Planning and Zoning Committee, being fully informed of the facts, and after full consideration of the matter, making the following findings:

- The Town of WOLF RIVER has Not Responded. Town action is advisory due to shoreland jurisdiction.
Town findings for No Response were as follows: No Response
1. The Town of Wolf River has not responded. Town is advisory only due to shoreland jurisdiction.
 2. There were no objections.
 3. 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 by a vote of 5-0

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 09/02/17

The Winnebago County Board of Supervisors do ordain Zoning Amendment # 2017-ZC-4260 as follows:

Being a part of the SW 1/4 of the SE 1/4 and part of Government Lot 2, Section 25, Township 20 North, Range 14 East, Town of Wolf River, Winnebago County, Wisconsin.

FROM: A-2 General Agriculture, "Wetlands"

TO: A-2 General Agriculture, "Non-Wetlands"

Adopted/ Denied this _____ day of _____, 20_____

David Albrecht, Chairperson

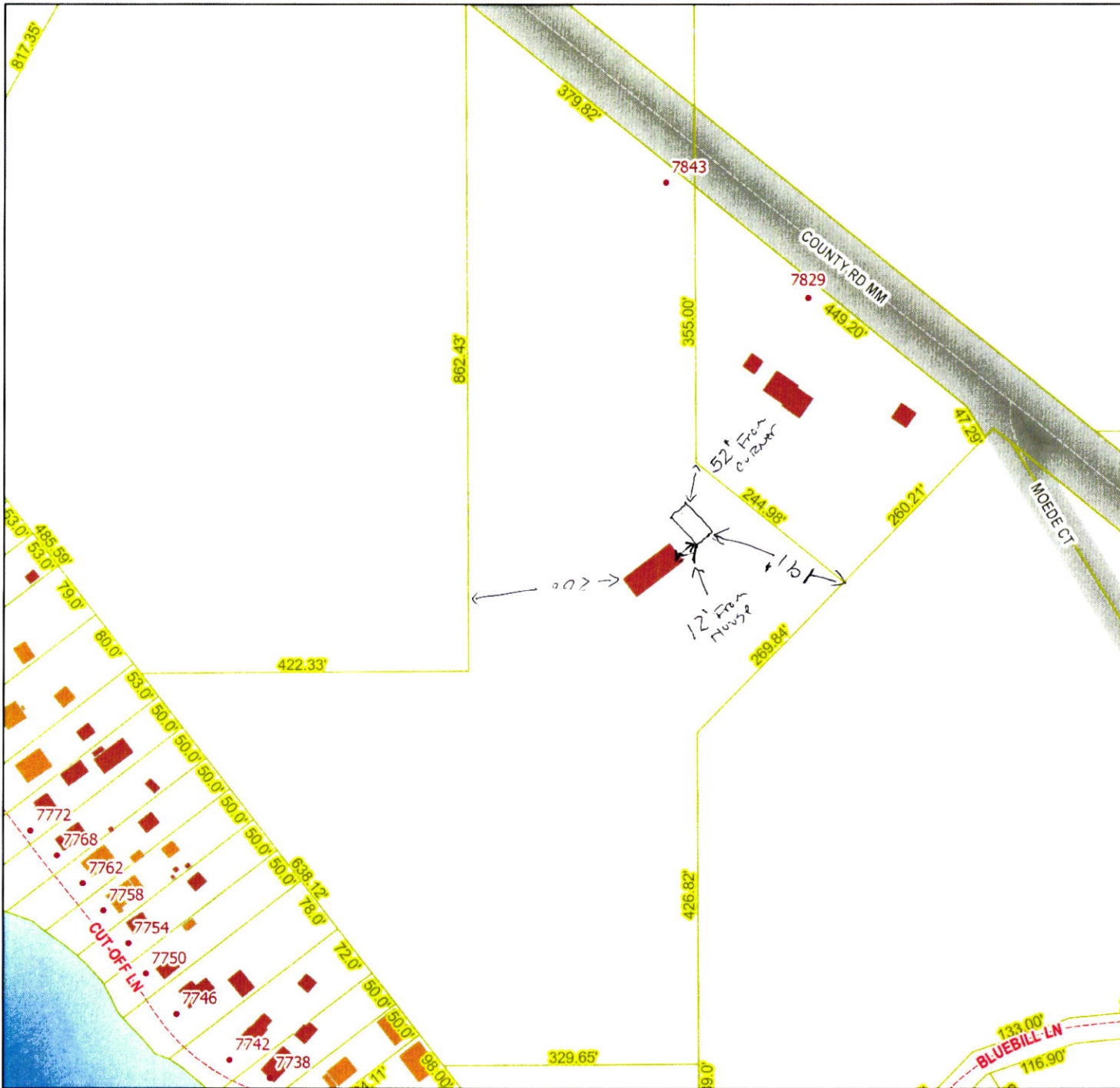
ATTEST:

Susan T. Ertmer, Clerk

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 20_____.

Mark Harris
County Executive

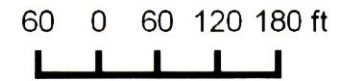
County Board Supervisory district 36



Site Map

Legend

- Address Marker
- Tax Parcel
- Local Road
- Private Road
- ▨ Road R.O.W.
- Simultaneous Conveyance
- Certified Survey
- ▨ Condominium
- ▨ Assessor Plat
- Subdivision
- Plat of Survey
- Conveyance Divisions



1 Inch = 180 Feet



WINGS Project Disclaimer
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May 15, 2017 @ 09:48 AM

Wetland Delineation Report
Eagloski Property
Town of Wolf River
Winnebago County, Wisconsin

August 15, 2014

Project # 0-1877-001

Prepared for:
Jeff Eagloski
7843 CTH "MM"
Larsen, WI 54947

Prepared by:
Martenson & Eisele, Inc.
1377 Midway Road
Menasha, WI 54952

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Appendix B - Wisconsin DNR Inventory Map

Appendix C - Winnebago County Custom Soils Report

Appendix D - Surveyed Wetland Boundary

Appendix E - FEMA Flood Insurance Rate Map

Appendix F - Aerial Photographs

Appendix G - Wetland Determination Data Form - Northcentral & Northeast Region

Appendix H - Site Photos

Introduction

Martenson & Eisele, Inc. (M&E) performed a wetland delineation on the Eagloski Property at 7843 County Road "MM" on lands in part of Section 25, T20N, R14E, in the Town of Wolf River, Winnebago County, Wisconsin (Appendix A). The purpose of this delineation is to identify the presence of wetland resources located on the property for future expansion of an existing garage on the site.

The project area is 0.33 acres (Appendix D), and is surrounded primarily by vacant land with minor residential development. There is a small pond located south of the house.

Stacy Jepson of Martenson & Eisele, Inc., completed both the field delineation and written wetland report. During the field investigation completed on July 21, 2014, weather conditions at the site were sunny and +/- 70°F. Based upon results of the wetland delineation, there were no wetlands identified within the limits of investigation.

Delineation Methodology

The evaluation criteria used were based on the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* and the *Basic Guide to Wisconsin's Wetlands and their Boundaries* (Wisconsin Department of Administration Coastal Management Program).

The U. S. Army Corps of Engineers and U.S. Environmental Protection Agency define a wetland as:

"Those areas that are inundated or saturated by surface or ground water at a frequency and duration sufficient to support, and that under normal circumstances do support, a prevalence of vegetation typically adapted for life in saturated soil conditions. Wetlands generally include swamps, marshes, bogs, and similar areas."

Wetlands are defined by the State Legislature in Wisconsin. According to this definition, a wetland is:

"An area where water is at, near, or above the land surface long enough to be capable of supporting aquatic or hydrophytic (water-loving) vegetation and which has soils indicative of wet conditions."

Methodology used to determine the wetland boundary followed those described in the *Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Northcentral and Northeast Region, Version 2.0* and the *Basic Guide to Wisconsin's Wetlands and their Boundaries* (Wisconsin Department of Administration). More specifically, sample plots taken along transects established between different habitat types were used to determine whether areas had hydric soil, hydrophytic vegetation, and wetland hydrology. Herbaceous vegetation was evaluated from the location of the soil plot at a 5 foot radius, Sapling/Shrubs at 15 foot radius, and trees and vines at a 30 foot radius. Soils at each plot location were evaluated based on the USDA Natural Resource Conservation Services' *Field Indicators of Hydric Soils in the United States, version 7.0*. Using these data, M&E staff determined whether wetland resources were present within the limits of investigation. The sample plots were located using survey grade equipment and were mapped with County coordinates. The wetland delineation data forms are displayed in Appendix F.

Prior to conducting the site visit, M&E staff conducted research to aide in identifying potential wetland communities that may exist on site, and reviewed climate and hydrologic data to help explain conclusions that were made during the field investigation. This research involved examining the Lake Poygan, WI, 7.5 Minute Topographic Map, the WDNR Digital Wetland Inventory Map, the FEMA Flood Insurance Rate Map, the "Custom Soil Resource Report for Winnebago County", the National Weather Service Oshkosh Climate Report, and the US Drought Monitor.

Delineation Results

Site Description

The project area is 0.33 acres (Appendix D), and is surrounded primarily by vacant land with minor residential land. The site is generally located south of County Road "MM", north and east of Cutoff Lane and west of Moede Court. For a more detailed description of these communities, please refer to the Delineation Results section of this document, or Appendix F.

According to the soils report the project area is comprised of somewhat poorly-drained Nebago fine sand, 0-3% slope (NeA). Nebago soils formed on knolls, terraces, ridges and drainageways. The soil series has a very low to moderately high capacity to transmit water by the most limiting layer. Additional Information on the soils located at the site can be found in the "Custom Soil Resource Report for Winnebago County", Appendix C.

According to the Oshkosh, WI National Weather Service Station, precipitation for the month of July was approximately 0.85 inches below the normal amounts of precipitation at the time the site investigation was conducted. Precipitation since March was 7.96 inches above expected amounts at the time of the site investigation. The USDA's online "Drought Monitor" indicated that the area was experiencing normal conditions at the time of the site investigation.

The WDNR wetland map (Appendix B) indicates wetlands are located in the northern portion of the site. The USGS map indicates the site is located in a very gently rolling landscape overall (0-2% slopes). According to the FEMA Flood Insurance Rate Map (Appendix E), the property is located in areas of 0.2% annual chance flood, 1% annual chance flood with average depths of less than 1 foot or drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

Site Reconnaissance

During the field investigation, M&E staff evaluated north and east of the existing house and determined that there were no wetland resources within the limits of investigation. Wetland resources were visually observed further north of the limits of investigation.

Vegetation identified consisted of Virginia creeper (*Parthenocissus virginiana*), creeping charlie (*Glechoma hederacea*), and common violet (*Viola papilionacea*) in the herbaceous layer. The shrub and canopy layers consisted of staghorn sumac (*Rhus typhina*), common buckthorn (*Rhamnus cathartica*), box-elder (*Acer negundo*), and green ash (*Fraxinus pennsylvanica*). The plots did not meet indicators for hydric soil, nor was there evidence of hydrology.

At the time of the site investigation, rainfall amounts were slightly below normal for the month of July and rainfall amounts were above normal for the 2014 growing season in the area of the site. Due to the time of the year it is expected to have moderate to minimal hydrology indicators observed. All plots were individually evaluated for hydrology or evidence of hydrology. Topography of the site was gently rolling, with wetland areas being located further north where the topography declines in elevation. Additional information on the field data plots can be found in Appendix F.

Conclusion

The site is currently residential and primarily wooded. Wetlands were visually observed further north beyond the area of investigation. There were no wetlands identified within the limits of investigation northeast of the residence.

The U. S. Army Corps of Engineers and Wisconsin Department of Natural Resources have jurisdiction over wetlands on the property. The wetland delineation by Martenson & Eisele, Inc. was determined based on the mapping and site conditions present at the time of the evaluation. It should be noted that the final authority for jurisdiction of the wetland boundaries rests with the appropriate agencies. As a result, there may be adjustments to boundary locations based on review of the appropriate agencies. Therefore, any proposed activity in or adjacent to the wetlands would require permitting from both the U.S. Army Corps of Engineers and the WDNR, as well as any permits required from local municipalities (Winnebago County or Town of Wolf River).

Respectfully Submitted,

Martenson & Eisele, Inc.


Stacy E. Jepson, C.S.T.
Environmental Projects Manager
Environmental Specialist
stacyj@martenson-eisele.com

Project # 0-1877-001

References

- Environmental Laboratory. 1987. Corps of Engineers Wetlands Delineation Manual, Technical Report Y-87-1, U.S. Army Engineer Waterways Experiment Station, Vicksburg, MS.
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- Wisconsin Department of Natural Resources, Wisconsin Wetlands Inventory Map for T20N, R14E, Winnebago County, <http://dnrmaps.wi.gov/sli/?Viewer=SWDV>

Qualifications of Environmental Professionals

Stacy E. Jepson, C.S.T.

Environmental Projects Manager

Ms. Jepson's responsibilities include conducting Wetland Delineations and Functional Values Assessments, writing Wetland Delineation reports, preparing Wetland Water Quality permits, Infiltration Testing, and conducting Environmental Site Assessments.

Experience

Wetland Delineations/Permitting
Functional Values Assessments
Environmental Site Assessments (Phase I- IV)
Groundwater Monitoring
Soil Infiltration Analysis

Education

Saint Norbert College, Environmental Science, BS 2005

Continuing Education

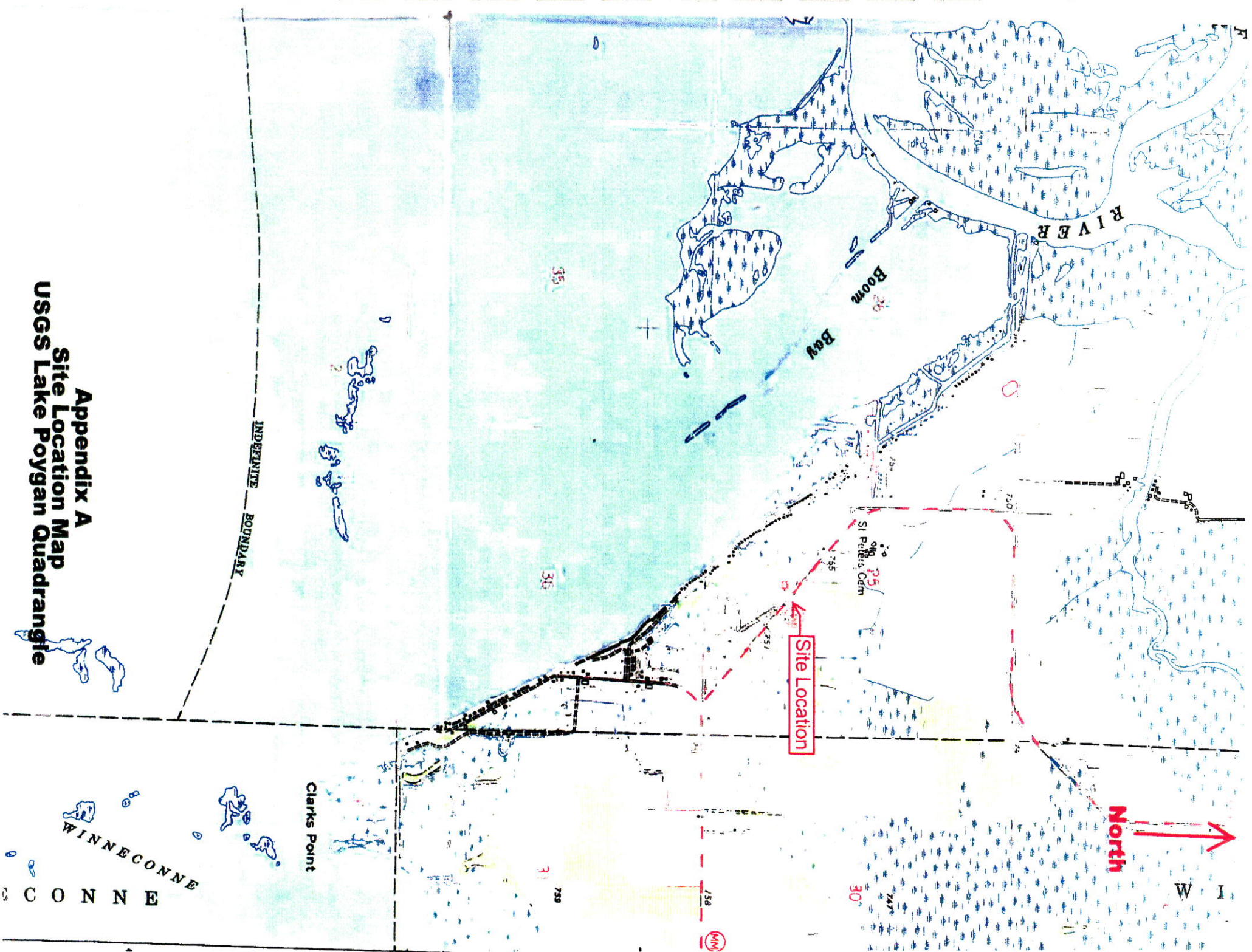
Northeast Technical College Soil Tester Certified Class 2005
ACOE Wetland Delineation & Management Training 2005
Wisconsin Wetlands Association Wetland Plant Identification Course 2005
Navigating Wisconsin's New Water Law Workshop 2005
Critical Methods in Wetland Delineation 2006, 2010
ASTM Phase I and II Environmental Site Assessments 2006
Basic Wetland Delineation Training 2006
Basic Hydric Soils Identification Training 2008
Advanced Wetland Delineation Training 2008
Turf and Landscape Pesticide Applicator Training, 2010
Due Diligence at Dawn Workshop, 2012
Basic Plant Identification for Wetland Delineation, UW-La Crosse, 2013

Professional Registration And Awards:

State of Wisconsin Certified Soil Tester – Credential #1072992
Wisconsin Dept. of Agriculture, Trade and Consumer Protection Commercial Pesticide Applicator – Certification Number 081720 Categories 003.0 and 005.0

Professional Affiliations

Member of Wisconsin Wetlands Association
Member of Society of Wetland Scientists



Appendix A
Site Location Map
USGS Lake Poygan Quadrangle

WINNECONNE
CONNE



Appendix B - WDNR Wetland Inventory Map



Legend

Wetland Class Points

- Dammed pond
- Excavated pond
- Filled excavated pond
- Filled/draind wetland
- Wetland too small to delineate

Filled Points

Wetland Class Areas

- Wetland
- Upland
- Filled Areas
- Quarter-Quarter
- Rivers and Streams
- Open Water
- 2010 Air Photos (WROC)

Notes

0.1 0 0.07 0.1 Miles

NAD_1983_HARN_Wisconsin_TM
© Latitude Geographics Group Ltd.

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1: 4,316

USDA United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for **Winnebago County, Wisconsin**

7843 County Road "MM"

Appendix C



August 1, 2014

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<http://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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Soil Map (7843 County Road "MM")	8
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Winnebago County, Wisconsin	12
NeA—Nebago fine sand, 0 to 3 percent slopes	12
Pt—Poy silty clay loam	13
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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil scientists classified and named the soils in the survey area, they compared the

Custom Soil Resource Report

individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

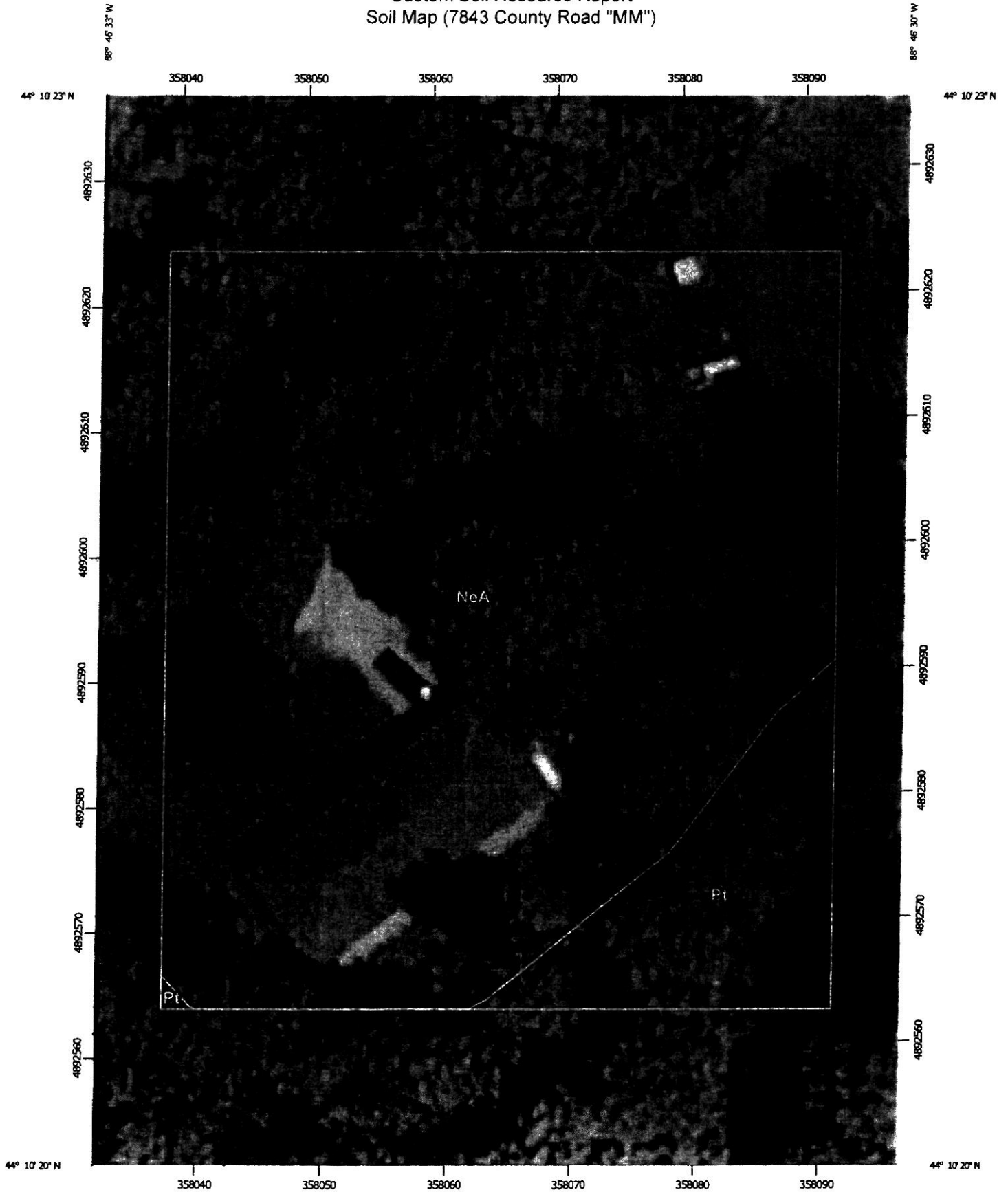
Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

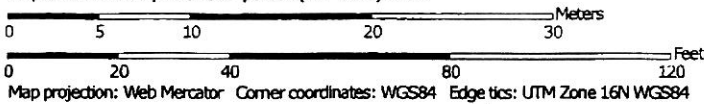
Soil Map

The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report
Soil Map (7843 County Road "MM")












































Map Scale: 1:417 if printed on A portrait (8.5" x 11") sheet.



Map projection: Web Mercator Corner coordinates: WGS84 Edge tics: UTM Zone 16N WGS84

Custom Soil Resource Report

MAP LEGEND

	Area of Interest (AOI)		Spoil Area
	Soils		Stony Spot
	Soil Map Unit Polygons		Very Stony Spot
	Soil Map Unit Lines		Wet Spot
	Soil Map Unit Points		Other
	Special Point Features		Special Line Features
	Blowout		Water Features
	Borrow Pit		Streams and Canals
	Clay Spot		Transportation
	Closed Depression		Rails
	Gravel Pit		Interstate Highways
	Gravelly Spot		US Routes
	Landfill		Major Roads
	Lava Flow		Local Roads
	Marsh or swamp		Background
	Mine or Quarry		Aerial Photography
	Miscellaneous Water		
	Perennial Water		
	Rock Outcrop		
	Saline Spot		
	Sandy Spot		
	Severely Eroded Spot		
	Sinkhole		
	Slide or Slip		
	Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:20,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
 Web Soil Survey URL: <http://websoilsurvey.nrcs.usda.gov>
 Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Winnebago County, Wisconsin
 Survey Area Data: Version 10, Dec 27, 2013

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: May 4, 2011—Sep 6, 2011

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend (7843 County Road "MM")

Winnebago County, Wisconsin (W139)			
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
NeA	Nebago fine sand, 0 to 3 percent slopes	0.7	88.5%
Pt	Poy silty clay loam	0.1	11.5%
Totals for Area of Interest		0.8	100.0%

Map Unit Descriptions (7843 County Road "MM")

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If

Custom Soil Resource Report

intensive use of small areas is planned, however, onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Winnebago County, Wisconsin

NeA—Nebago fine sand, 0 to 3 percent slopes

Map Unit Setting

Elevation: 730 to 1,000 feet
Mean annual precipitation: 28 to 34 inches
Mean annual air temperature: 43 to 46 degrees F
Frost-free period: 135 to 155 days

Map Unit Composition

Nebago and similar soils: 100 percent

Description of Nebago

Setting

Landform: Knolls, terraces, ridges, drainageways
Landform position (two-dimensional): Footslope
Down-slope shape: Linear, concave
Across-slope shape: Linear
Parent material: Sandy alluvium over calcareous clayey lacustrine deposits

Typical profile

Ap - 0 to 9 inches: fine sand
B11,B12,B13 - 9 to 32 inches: fine sand
B21 - 32 to 34 inches: fine sandy loam
2B22,2B3,2C - 34 to 60 inches: silty clay

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Somewhat poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately high (0.00 to 0.57 in/hr)
Depth to water table: About 0 to 12 inches
Frequency of flooding: None
Frequency of ponding: Occasional
Calcium carbonate, maximum in profile: 5 percent
Available water storage in profile: Moderate (about 7.0 inches)

Interpretive groups

Farmland classification: Prime farmland if drained
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 3w
Hydrologic Soil Group: C
Other vegetative classification: Unnamed (G095AY004WI)

Minor Components

Nebago variant soils

Percent of map unit:
Landform: Depressions

Pt—Poy silty clay loam

Map Unit Setting

Elevation: 730 to 1,000 feet
Mean annual precipitation: 28 to 34 inches
Mean annual air temperature: 43 to 46 degrees F
Frost-free period: 135 to 155 days

Map Unit Composition

Poy and similar soils: 100 percent

Description of Poy

Setting

Landform: Depressions, depressions on stream terraces
Landform position (two-dimensional): Toeslope
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Clayey lacustrine deposits over sandy outwash

Typical profile

Ap,B1g - 0 to 12 inches: silty clay loam
B2g,B31,B32 - 12 to 34 inches: clay
2C - 34 to 60 inches: sand

Properties and qualities

Slope: 0 to 2 percent
Depth to restrictive feature: More than 80 inches
Natural drainage class: Poorly drained
Capacity of the most limiting layer to transmit water (Ksat): Very low to moderately low (0.00 to 0.14 in/hr)
Depth to water table: About 0 inches
Frequency of flooding: Frequent
Frequency of ponding: Frequent
Calcium carbonate, maximum in profile: 10 percent
Available water storage in profile: Moderate (about 6.4 inches)

Interpretive groups

Farmland classification: Prime farmland if drained
Land capability classification (irrigated): None specified
Land capability classification (nonirrigated): 2w
Hydrologic Soil Group: D
Other vegetative classification: Unnamed (G095AY010WI)

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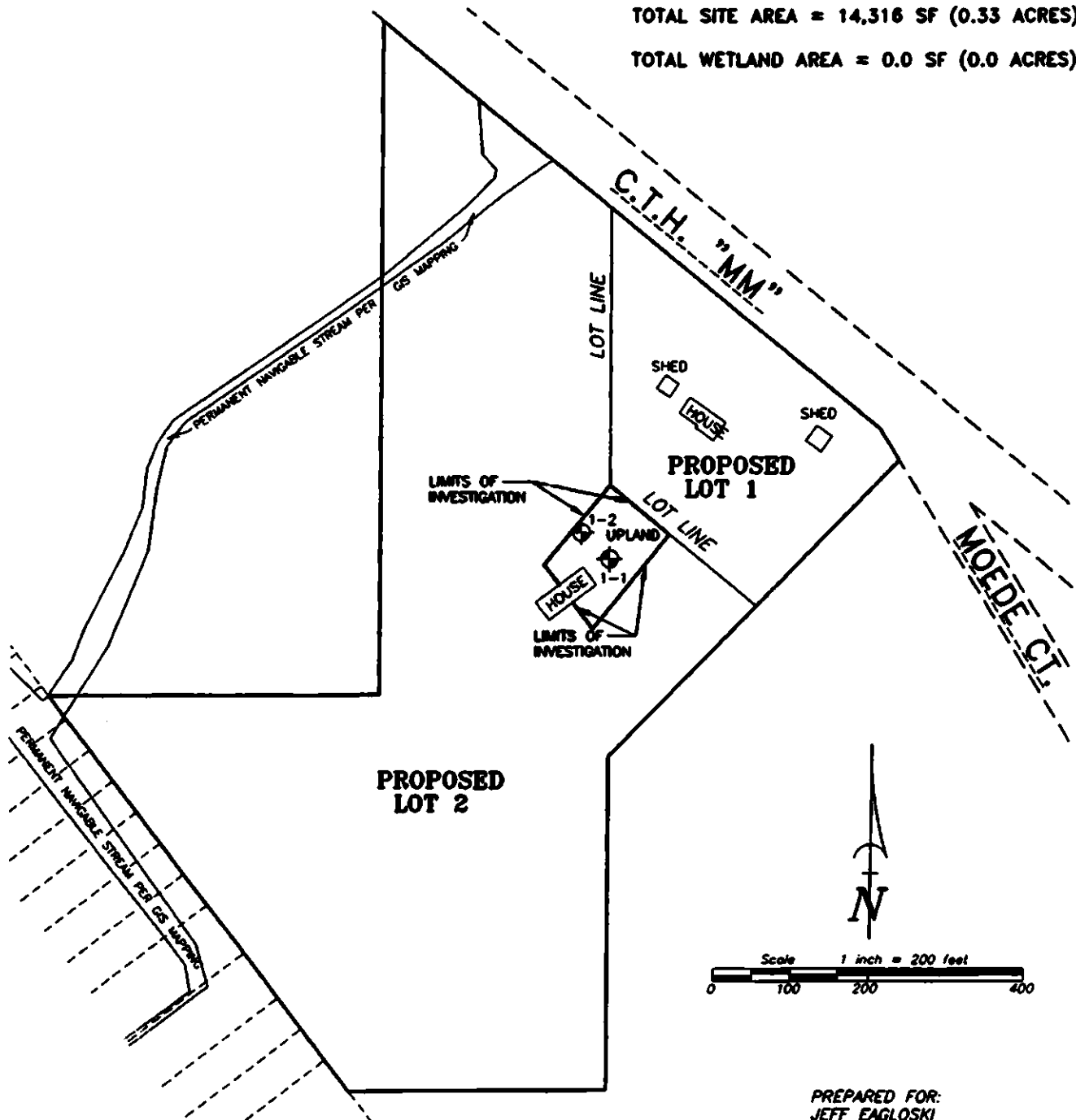
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WETLAND LOCATION MAP

ALL OF LOT 3 OF CERTIFIED SURVEY MAP 3607, BEING PART OF GOVERNMENT LOT 2, AND PART OF THE WEST 1/2 OF THE SOUTHEAST 1/4. ALL IN SECTION 25, TOWNSHIP 20 NORTH, RANGE 14 EAST, TOWN OF WOLF RIVER, WINNEBAGO COUNTY, WISCONSIN.

TOTAL SITE AREA = 14,316 SF (0.33 ACRES)

TOTAL WETLAND AREA = 0.0 SF (0.0 ACRES)



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Planning
Environmental
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Architecture

PREPARED FOR:
JEFF EAGLOSKI
7843 C.T.H. "MM"
LARSEN, WI 54947

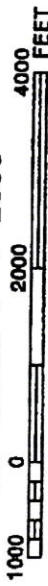
APPENDIX D

PROJECT NO. 0-1877-001
FILE 1-877-001wl.dwg

THIS INSTRUMENT WAS DRAFTED BY: DSL



MAP SCALE 1" = 2000'



1000 0 2000 4000 FEET

2315000 FT
ZONE X
2320000 FT
ZONE AE (EL 761)
2325000 FT
ZONE X



NATIONAL FLOOD INSURANCE PROGRAM

PANEL 0060 E

FIRM
FLOOD INSURANCE RATE MAP
WINNEBAGO COUNTY,
WISCONSIN
AND INCORPORATED AREAS

PANEL 50 OF 365

(SEE MAP INDEX FOR FIRM PANEL LAYOUT)

CONTAINS:

COMMUNITY
WINNEBAGO COUNTY

NUMBER
550837

PANEL
0060

SUFFIX
E

Appendix E

Notes to User: The map number shown below should be used when placing map orders. The Community Number shown below should be used on insurance applications for the subject community.



MAP NUMBER
55139C0050E

EFFECTIVE DATE
MARCH 17, 2003

Federal Emergency Management Agency

This is an official copy of a portion of the above referenced flood map. It was extracted using F-MIT On-Line. This map does not reflect changes or amendments which may have been made subsequent to the date on the title block. For the latest product information about National Flood Insurance Program flood maps check the FEMA Flood Map Store at www.msc.fema.gov

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: Eagotaki Property City/County: TN Wolf River/ Winnebago Sampling Date: 7/21/2014
 Applicant/Owner: Jeff Eagotaki State: WI Sampling Point: 1-1
 Investigator(s): Jepson Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): convex Slope (%): 2
 Subregion (LRR or MLRA): LRR K Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: NeA - Nebago fine sand NWI classification: UPL

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, optional Wetland Site ID: _____
Remarks: (Explain alternative procedures here or in a separate report.) 	

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply) <input type="checkbox"/> Surface Water (A1) <input type="checkbox"/> Water-Stained Leaves (B9) <input type="checkbox"/> High Water Table (A2) <input type="checkbox"/> Aquatic Fauna (B13) <input type="checkbox"/> Saturation (A3) <input type="checkbox"/> Marl Deposits (B15) <input type="checkbox"/> Water Marks (B1) <input type="checkbox"/> Hydrogen Sulfide Odor (C1) <input type="checkbox"/> Sediment Deposits (B2) <input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3) <input type="checkbox"/> Drift Deposits (B3) <input type="checkbox"/> Presence of Reduced Iron (C4) <input type="checkbox"/> Algal Mat or Crust (B4) <input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6) <input type="checkbox"/> Iron Deposits (B5) <input type="checkbox"/> Thin Muck Surface (C7) <input type="checkbox"/> Inundation Visible on Aerial Imagery (B7) <input type="checkbox"/> Other (Explain in Remarks) <input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)	Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input type="checkbox"/> FAC-Neutral Test (D5)
---	--

Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
---	--

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix F

VEGETATION – Use scientific names of plants.

Sampling Point: 1-1

Tree Stratum (Plot size: 15' R)	Absolute % Cover	Dominant Species?	Indicator Status
1. <i>Acer negundo</i>	30	X	FAC
2. <i>Fraxinus pennsylvanica</i>	25	X	FACW
3. <i>Picea pungens</i>	25	X	FACU
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 7 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 43% (A/B)

Sapling/Shrub Stratum (Plot size: 15' R)	Absolute % Cover	Dominant Species?	Indicator Status
1. <i>Rhamnus cathartica</i>	15	X	FAC
2. <i>Rhus typhina</i>	20	X	UPL
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____

Prevalence Index worksheet:

Total % Cover of: 80 = Total Cover

OBL species _____ x 1 = _____

FACW species _____ x 2 = _____

FAC species _____ x 3 = _____

FACU species _____ x 4 = _____

UPL species _____ x 5 = _____

Column Totals: _____ (A) _____ (B)

Prevalence Index = B/A = _____

Herb Stratum (Plot size: 5'R)	Absolute % Cover	Dominant Species?	Indicator Status
1. <i>Parthenocissus virginiana</i>	20	X	FACU
2. <i>Glechoma hederacea</i>	10	X	FACU
3. <i>Bromus inermis</i>	5		UPL
4. <i>Viola papilionacea</i>	5		UPL
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____

- Hydrophytic Vegetation Indicators:**
- 1 - Rapid Test for Hydrophytic Vegetation
 - 2 - Dominance Test is >50%
 - 3 - Prevalence Index is ≤3.0¹
 - 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 - Problematic Hydrophytic Vegetation¹ (Explain)
- ¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Woody Vine Stratum (Plot size: 15' R)	Absolute % Cover	Dominant Species?	Indicator Status
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
_____ = Total Cover			

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 1-1

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (moist)	%	Color (moist)	%				
0-8	5YR 3/2	100					LS	
8-25	7.5YR 5/4	100					FS	

- ¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains. ²Location: PL=Pore Lining, M=Matrix.
- Hydric Soil Indicators:**
- | | | |
|---|--|--|
| <input type="checkbox"/> Histosol (A1) | <input type="checkbox"/> Polyvalue Below Surface (S8) (LRR R, MLRA 149B) | <input type="checkbox"/> 2 cm Muck (A10) (LRR K, L, MLRA 149B) |
| <input type="checkbox"/> Histic Epipedon (A2) | <input type="checkbox"/> Thin Dark Surface (S9) (LRR R, MLRA 149B) | <input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R) |
| <input type="checkbox"/> Black Histic (A3) | <input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR K, L) | <input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR K, L, R) |
| <input type="checkbox"/> Hydrogen Sulfide (A4) | <input type="checkbox"/> Loamy Gleyed Matrix (F2) | <input type="checkbox"/> Dark Surface (S7) (LRR K, L, M) |
| <input type="checkbox"/> Stratified Layers (A5) | <input type="checkbox"/> Depleted Matrix (F3) | <input type="checkbox"/> Polyvalue Below Surface (S8) (LRR K, L) |
| <input type="checkbox"/> Depleted Below Dark Surface (A11) | <input type="checkbox"/> Redox Dark Surface (F6) | <input type="checkbox"/> Thin Dark Surface (S9) (LRR K, L) |
| <input type="checkbox"/> Thick Dark Surface (A12) | <input type="checkbox"/> Depleted Dark Surface (F7) | <input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R) |
| <input type="checkbox"/> Sandy Mucky Mineral (S1) | <input type="checkbox"/> Redox Depressions (F8) | <input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149B) |
| <input type="checkbox"/> Sandy Gleyed Matrix (S4) | | <input type="checkbox"/> Mesic Spodic (TA6) (MLRA 144A, 145, 149B) |
| <input type="checkbox"/> Sandy Redox (S5) | | <input type="checkbox"/> Red Parent Material (F21) |
| <input type="checkbox"/> Stripped Matrix (S6) | | <input type="checkbox"/> Very Shallow Dark Surface (TF12) |
| <input type="checkbox"/> Dark Surface (S7) (LRR R, MLRA 149B) | | <input type="checkbox"/> Other (Explain in Remarks) |

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:

WETLAND DETERMINATION DATA FORM – Northcentral and Northeast Region

Project/Site: Eagolski Property City/County: TN Wolf River/ Winnebago Sampling Date: 7/21/2014
 Applicant/Owner: Jeff Eagolski State: WI Sampling Point: 1-2
 Investigator(s): Jepson Section, Township, Range: _____
 Landform (hillslope, terrace, etc.): hillslope Local relief (concave, convex, none): convex Slope (%): 2
 Subregion (LRR or MLRA): LRR K Lat: _____ Long: _____ Datum: _____
 Soil Map Unit Name: NeA - Nebago fine sand NWI classification: T3K

Are climatic / hydrologic conditions on the site typical for this time of year? Yes No (If no, explain in Remarks.)
 Are Vegetation , Soil , or Hydrology significantly disturbed? Are "Normal Circumstances" present? Yes No
 Are Vegetation , Soil , or Hydrology naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Hydric Soil Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Is the Sampled Area within a Wetland? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, optional Wetland Site ID: _____
Remarks: (Explain alternative procedures here or in a separate report.) 	

HYDROLOGY

Wetland Hydrology Indicators: Primary Indicators (minimum of one is required; check all that apply) <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"><input type="checkbox"/> Surface Water (A1)</td> <td style="width: 50%; border: none;"><input type="checkbox"/> Water-Stained Leaves (B9)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> High Water Table (A2)</td> <td style="border: none;"><input type="checkbox"/> Aquatic Fauna (B13)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Saturation (A3)</td> <td style="border: none;"><input type="checkbox"/> Marl Deposits (B15)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Water Marks (B1)</td> <td style="border: none;"><input type="checkbox"/> Hydrogen Sulfide Odor (C1)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Sediment Deposits (B2)</td> <td style="border: none;"><input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Drift Deposits (B3)</td> <td style="border: none;"><input type="checkbox"/> Presence of Reduced Iron (C4)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Algal Mat or Crust (B4)</td> <td style="border: none;"><input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Iron Deposits (B5)</td> <td style="border: none;"><input type="checkbox"/> Thin Muck Surface (C7)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)</td> <td style="border: none;"><input type="checkbox"/> Other (Explain in Remarks)</td> </tr> <tr> <td style="border: none;"><input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)</td> <td></td> </tr> </table>	<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)	<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)	<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Marl Deposits (B15)	<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)	<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)	<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)	<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)	<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)	<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)	<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)		Secondary Indicators (minimum of two required) <input type="checkbox"/> Surface Soil Cracks (B6) <input type="checkbox"/> Drainage Patterns (B10) <input type="checkbox"/> Moss Trim Lines (B16) <input type="checkbox"/> Dry-Season Water Table (C2) <input type="checkbox"/> Crayfish Burrows (C8) <input type="checkbox"/> Saturation Visible on Aerial Imagery (C9) <input type="checkbox"/> Stunted or Stressed Plants (D1) <input type="checkbox"/> Geomorphic Position (D2) <input type="checkbox"/> Shallow Aquitard (D3) <input type="checkbox"/> Microtopographic Relief (D4) <input type="checkbox"/> FAC-Neutral Test (D5)
<input type="checkbox"/> Surface Water (A1)	<input type="checkbox"/> Water-Stained Leaves (B9)																				
<input type="checkbox"/> High Water Table (A2)	<input type="checkbox"/> Aquatic Fauna (B13)																				
<input type="checkbox"/> Saturation (A3)	<input type="checkbox"/> Marl Deposits (B15)																				
<input type="checkbox"/> Water Marks (B1)	<input type="checkbox"/> Hydrogen Sulfide Odor (C1)																				
<input type="checkbox"/> Sediment Deposits (B2)	<input type="checkbox"/> Oxidized Rhizospheres on Living Roots (C3)																				
<input type="checkbox"/> Drift Deposits (B3)	<input type="checkbox"/> Presence of Reduced Iron (C4)																				
<input type="checkbox"/> Algal Mat or Crust (B4)	<input type="checkbox"/> Recent Iron Reduction in Tilled Soils (C6)																				
<input type="checkbox"/> Iron Deposits (B5)	<input type="checkbox"/> Thin Muck Surface (C7)																				
<input type="checkbox"/> Inundation Visible on Aerial Imagery (B7)	<input type="checkbox"/> Other (Explain in Remarks)																				
<input type="checkbox"/> Sparsely Vegetated Concave Surface (B8)																					
Field Observations: Surface Water Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Water Table Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____ Saturation Present? (includes capillary fringe) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Depth (inches): _____	Wetland Hydrology Present? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>																				
Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available: 																					
Remarks:																					

VEGETATION – Use scientific names of plants.

Sampling Point: 1-2

Tree Stratum (Plot size: 15' R)

	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Acer negundo</u>	<u>30</u>	<u>X</u>	<u>FAC</u>
2. <u>Fraxinus pennsylvanica</u>	<u>40</u>	<u>X</u>	<u>FACW</u>
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
	<u>70</u>	= Total Cover	

Sapling/Shrub Stratum (Plot size: 15' R)

	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Rhamnus cathartica</u>	<u>50</u>	<u>X</u>	<u>FAC</u>
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
	<u>50</u>	= Total Cover	

Herb Stratum (Plot size: 5'R)

	Absolute % Cover	Dominant Species?	Indicator Status
1. <u>Parthenocissus virginiana</u>	<u>10</u>	_____	<u>FACU</u>
2. <u>Arisaema triphyllum</u>	<u>10</u>	_____	<u>FAC</u>
3. <u>Solanum americanum</u>	<u>25</u>	<u>X</u>	<u>UPL</u>
4. <u>Viola papilionacea</u>	<u>40</u>	<u>X</u>	<u>UPL</u>
5. _____	_____	_____	_____
6. _____	_____	_____	_____
7. _____	_____	_____	_____
8. _____	_____	_____	_____
9. _____	_____	_____	_____
10. _____	_____	_____	_____
11. _____	_____	_____	_____
12. _____	_____	_____	_____
	<u>85</u>	= Total Cover	

Woody Vine Stratum (Plot size: 15' R)

	Absolute % Cover	Dominant Species?	Indicator Status
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____
	_____	= Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 3 (A)

Total Number of Dominant Species Across All Strata: 5 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 60% (A/B)

Prevalence Index worksheet:

Total % Cover of: _____ Multiply by:

OBL species _____ x 1 = _____

FACW species _____ x 2 = _____

FAC species _____ x 3 = _____

FACU species _____ x 4 = _____

UPL species _____ x 5 = _____

Column Totals: _____ (A) _____ (B)

Prevalence Index = B/A = _____

- Hydrophytic Vegetation Indicators:**
- 1 - Rapid Test for Hydrophytic Vegetation
 - 2 - Dominance Test is >50%
 - 3 - Prevalence Index is ≤3.0¹
 - 4 - Morphological Adaptations¹ (Provide supporting data in Remarks or on a separate sheet)
 - Problematic Hydrophytic Vegetation¹ (Explain)
- ¹Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Definitions of Vegetation Strata:

Tree – Woody plants 3 in. (7.6 cm) or more in diameter at breast height (DBH), regardless of height.

Sapling/shrub – Woody plants less than 3 in. DBH and greater than or equal to 3.28 ft (1 m) tall.

Herb – All herbaceous (non-woody) plants, regardless of size, and woody plants less than 3.28 ft tall.

Woody vines – All woody vines greater than 3.28 ft in height.

Hydrophytic Vegetation Present? Yes No

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: 1-2

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (inches)	Matrix		Redox Features		Type ¹	Loc ²	Texture	Remarks
	Color (moist)	%	Color (moist)	%				
0-8	10YR 3/2	100					SiCL	
8-20	7.5YR 3/4	100					C	

¹Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

²Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

<input type="checkbox"/> Histosol (A1)	<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR R, MLRA 149B)
<input type="checkbox"/> Histic Epipedon (A2)	<input type="checkbox"/> Thin Dark Surface (S9) (LRR R, MLRA 149B)
<input type="checkbox"/> Black Histic (A3)	<input type="checkbox"/> Loamy Mucky Mineral (F1) (LRR K, L)
<input type="checkbox"/> Hydrogen Sulfido (A4)	<input type="checkbox"/> Loamy Gleyed Matrix (F2)
<input type="checkbox"/> Stratified Layers (A5)	<input type="checkbox"/> Depleted Matrix (F3)
<input type="checkbox"/> Depleted Below Dark Surface (A11)	<input type="checkbox"/> Redox Dark Surface (F6)
<input type="checkbox"/> Thick Dark Surface (A12)	<input type="checkbox"/> Depleted Dark Surface (F7)
<input type="checkbox"/> Sandy Mucky Mineral (S1)	<input type="checkbox"/> Redox Depressions (F8)
<input type="checkbox"/> Sandy Gleyed Matrix (S4)	
<input type="checkbox"/> Sandy Redox (S5)	
<input type="checkbox"/> Stripped Matrix (S6)	
<input type="checkbox"/> Dark Surface (S7) (LRR R, MLRA 149B)	

Indicators for Problematic Hydric Soils³:

<input type="checkbox"/> 2 cm Muck (A10) (LRR K, L, MLRA 149B)
<input type="checkbox"/> Coast Prairie Redox (A16) (LRR K, L, R)
<input type="checkbox"/> 5 cm Mucky Peat or Peat (S3) (LRR K, L, R)
<input type="checkbox"/> Dark Surface (S7) (LRR K, L, M)
<input type="checkbox"/> Polyvalue Below Surface (S8) (LRR K, L)
<input type="checkbox"/> Thin Dark Surface (S9) (LRR K, L)
<input type="checkbox"/> Iron-Manganese Masses (F12) (LRR K, L, R)
<input type="checkbox"/> Piedmont Floodplain Soils (F19) (MLRA 149B)
<input type="checkbox"/> Mesic Spodic (TA6) (MLRA 144A, 145, 149B)
<input type="checkbox"/> Red Parent Material (F21)
<input type="checkbox"/> Very Shallow Dark Surface (TF12)
<input type="checkbox"/> Other (Explain in Remarks)

³Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? Yes No

Remarks:



View of Sample Plot 1-1, Looking Northeast



View of North of Plot 1-1, Looking Northwest



Location of Sample Plot 1-2, Looking Northeast



View from Sample Plot 1-2, Looking Southwest



View of Northeast Side of Garage, Looking Southeast



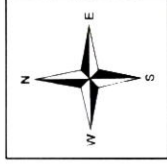
View of Southwest of House, Looking Southeast

Application #17-ZC-4260

Date of Hearing:
September 26, 2017

Owner(s):
Eagloski, Jeffrey J. &
Eagloski, Laura L.

Subject Parcel(s):
03205420202



Winnebago County
WINGS Project

Scale
1 inch : 300 feet

County Zoning Districts

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

City of Oshkosh Extraterritorial
Zoning Jurisdiction



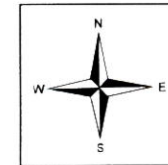
○ = SITE

Application #17-ZC-4260

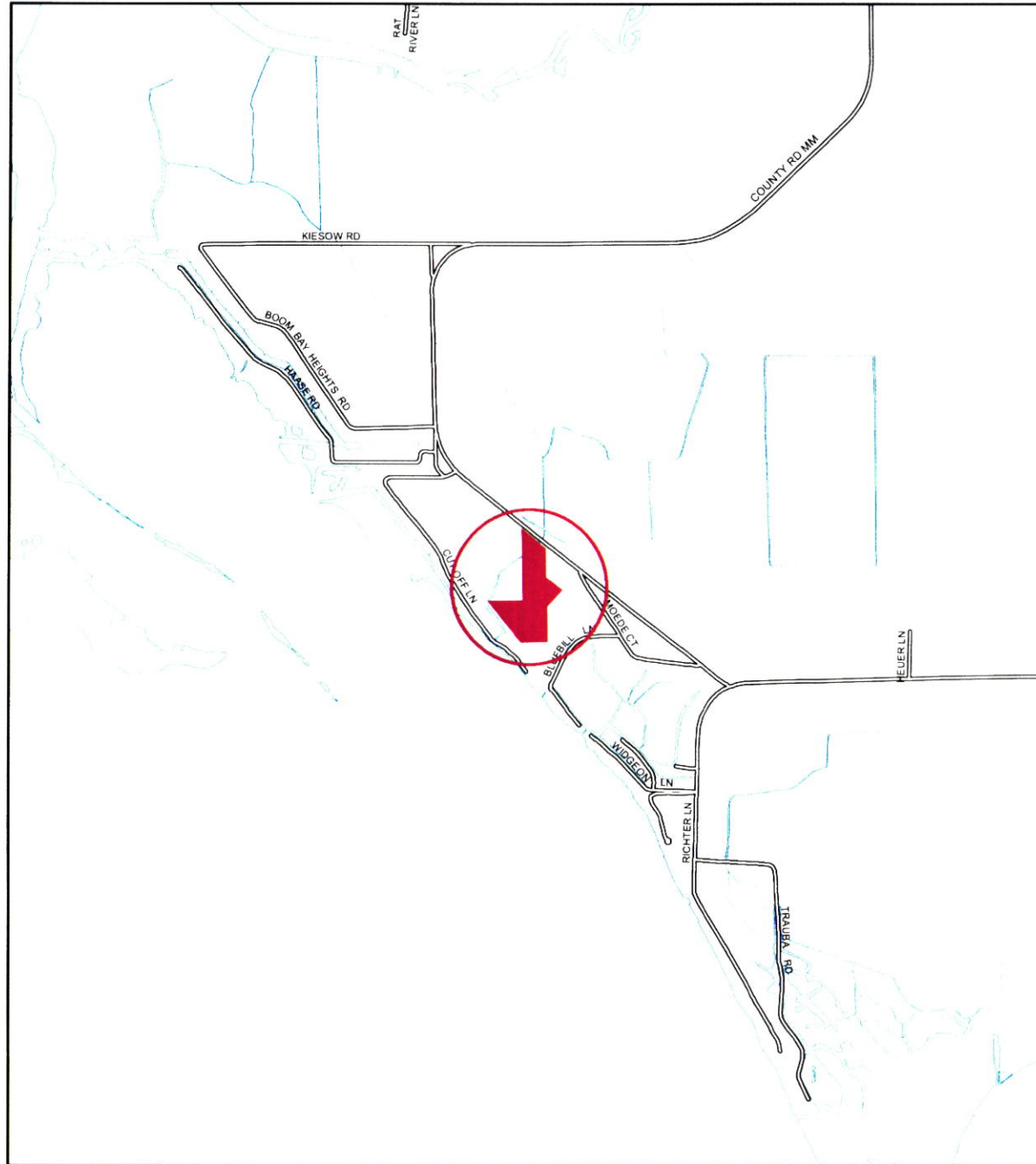
Date of Hearing:
September 26, 2017

Owner(s):
Eagloski, Jeffrey J. &
Eagloski, Laura L.

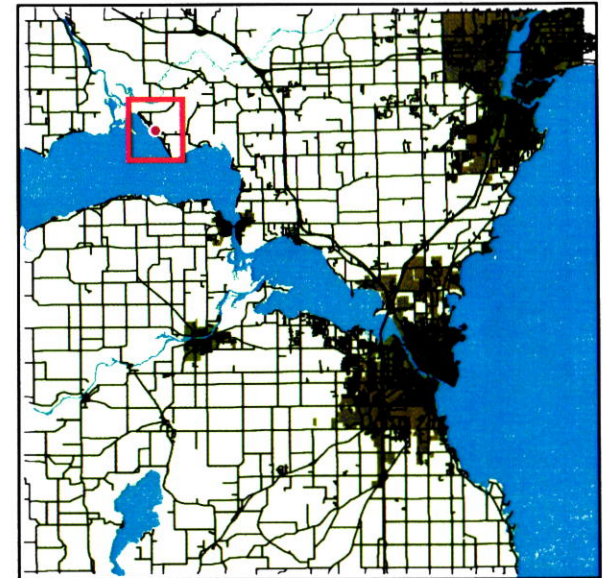
Subject Parcel(s):
03205420202



*Winnebago County
WINGS Project*



● = SITE



1 inch : 2,000 feet

WINNEBAGO COUNTY

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 3

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Clayton in accordance with the petition of Jeffrey & Joan Gosz and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Clayton, be and the same, are amended to provide that the attached described property be changed from the classification of R-3 of said ordinance, which it now and heretofore had, to the zoned district of A-2.

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

County Board Supervisor
(Town of CLAYTON)

PARCEL NO: 006-0520-02; FROM R-3TO A-2

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

Mark Harris



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2017

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Gosz - Town Zoning Change (Part of Tax ID No: 006-0520-02) – Town of Clayton.

The town zoning change for Gosz is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from R-3 (Two Family Residential District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

2. Rubbert - Town Zoning Change (Tax ID No: 006-0464-02) – Town of Clayton.

The town zoning change for Rubbert is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from A-1 (Agribusiness District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

3. Jankowski - Town Zoning Change (Tax ID No: 026-0490-04) – Town of Vinland.

The town zoning change for Jankowski is consistent with Winnebago County's Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to M-2 (Heavy Industrial District) and Winnebago County's land use plan shows future land use as Agricultural and Rural under the extra-territorial jurisdiction of the City of Oshkosh.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

4. **DNN Investments - Town Zoning Change (Tax ID No: 030-0105-01-01) – Town of Winneconne.**

The town zoning change for DNN Investments is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 4-0-1 LK

5. **Ultimate Properties, LLC - Town Zoning Change (Tax ID No: 030-0083-02) – Town of Winneconne.**

The town zoning change for Ultimate Properties, LLC is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1A-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0



*Zoning change to A-2
FLU? Ag & Rural*



Monday, July 31st, 2017

County Zoning Office
Attn: Cary A. Rowe
112 Otter Avenue
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Mr. Cary A. Rowe:

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Clayton:

on a Re-zoning Application submitted by Jeffrey and Joan Gosz, 4721 Grandview Road, Larsen, WI 54947 for property located at 4721 Grandview Road, Larsen, WI 54947 in the Town of Clayton and specifically described as Tax ID # 006-0520-02 being part of the Northwest $\frac{1}{4}$, of the Southeast $\frac{1}{4}$ of Section 16, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin (CSM 3411). The Application is to re-zone the property from R-3 (Two Family Residential District) to A-2 (General Agriculture District).

Should you have any questions relative to this request please feel free to call or E-mail me.

Sincerely,

Richard Johnston
Town Administrator/Clerk

CC County Clerk, Sue Ertmer

TOWN OF CLAYTON
ORDINANCE 2017-006
ORDINANCE TO AMEND THE OFFICIAL TOWN OF CLAYTON ZONING
ORDINANCE MAP

WHEREAS, One or more applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2015/16 update to the Town's Comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 7 of the Town of Clayton Zoning Code of Ordinances; and

NOW, THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Clayton, County of Winnebago, State of Wisconsin, pursuant to Article 7 of the Town of Clayton Zoning Code of Ordinances, hereby adopts the following Amendment(s) to the Map of the Town's Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Clayton is amended as follows:

A. Property Owner:

Jeffrey and Joan Gosz, 4721 Grandview Road, Larsen, WI 54947.

Legal description of property:

The property is located at 4721 Grandview Road, Larsen, WI 54947 in the Town of Clayton and specifically described as Tax ID # 006-0520-02 being part of the Northwest ¼ of the Southeast ¼ of Section 16, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin (CSM 3411) (See Attachment A).


The above described property is hereby rezoned from:

A. R-3 (Two Family Residential District) to A-2 (General Agriculture District).

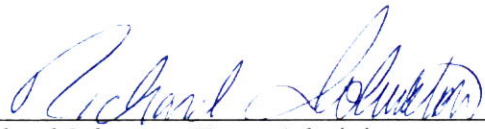
Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the Town of Clayton Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 19th, day of July, 2017

Vote: Yes: 4 No: 0 Absent: 1 ATTEST:



Russell D. Geise, Chair



Richard Johnston, Town Administrator



CERTIFIED SURVEY MAP NO. 3411

SURVEYOR'S CERTIFICATE:

I, ROBERT F. REIDER, REGISTERED WISCONSIN LAND SURVEYOR, CERTIFY THAT I HAVE SURVEYED, DIVIDED AND MAPPED PART OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19, TOWNSHIP 20 NORTH, RANGE 16 EAST, TOWN OF CLAYTON, WINNEBAGO COUNTY, WISCONSIN MORE FULLY DESCRIBED AS FOLLOWS: BEGINNING AT THE CENTER OF SECTION 19; THENCE N89-24-04E, 694.08 FEET ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF SECTION 19 TO THE EAST LINE OF THE WEST 1/2 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19 AS EVIDENCED AND OCCUPIED; THENCE S00-01-09W, 1313.99 FEET ALONG SAID EAST LINE TO THE SOUTH LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE S89-12-56W, 689.22 FEET ALONG SAID SOUTH LINE TO THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 19; THENCE N00-11-36W, 1315.58 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING. SUBJECT TO ALL EASEMENTS AND RESTRICTIONS OF RECORD.

THAT I HAVE MADE SUCH SURVEY UNDER THE DIRECTION OF SONNY BORCHERT, 3140 PAIRVIEW ROAD, NEENAH, WISCONSIN 54956.

THAT THIS MAP IS A TRUE AND CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED.

THAT I HAVE FULLY COMPLIED WITH THE PROVISIONS OF CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION ORDINANCE OF THE TOWN OF CLAYTON AND WINNEBAGO COUNTY.



Robt F. Reider 2-1-96
 ROBERT F. REIDER, RLS-1251 DATED
 CAROW LAND SURVEYING CO., INC.
 P.O. BOX 1297, 1837 W. WISCONSIN AVE.
 APPLETON, WISCONSIN 54912-1297
 A961.16 EC 1-30-96

TOWN BOARD CERTIFICATION:

WE HEREBY CERTIFY THAT THE TOWN OF CLAYTON BOARD OF SUPERVISORS APPROVED THIS CERTIFIED SURVEY MAP ON THE 30th DAY OF April, 1996.

Mike [Signature]
 TOWN CHAIRPERSON

James M. [Signature]
 TOWN CLERK

COUNTY PLANNING AND ZONING COMMITTEE APPROVAL:

PURSUANT TO THE WINNEBAGO COUNTY SUBDIVISION ORDINANCE, ALL REQUIREMENTS FOR APPROVAL HAVE BEEN FULFILLED.

THIS CERTIFIED SURVEY MAP WAS APPROVED THIS 30th DAY OF April, 1996.

John C. [Signature]
 CHAIRPERSON, WINNEBAGO COUNTY PLANNING AND ZONING COMMITTEE

934946

Register's Office

Winnebago County, Wis.

Received for record this 3rd

day of May A.D., 19 76

at 8:04 o'clock A.M. and

filed in Vol. 1 of CSM

on page 3411

August W. Winkler
Register of Deeds

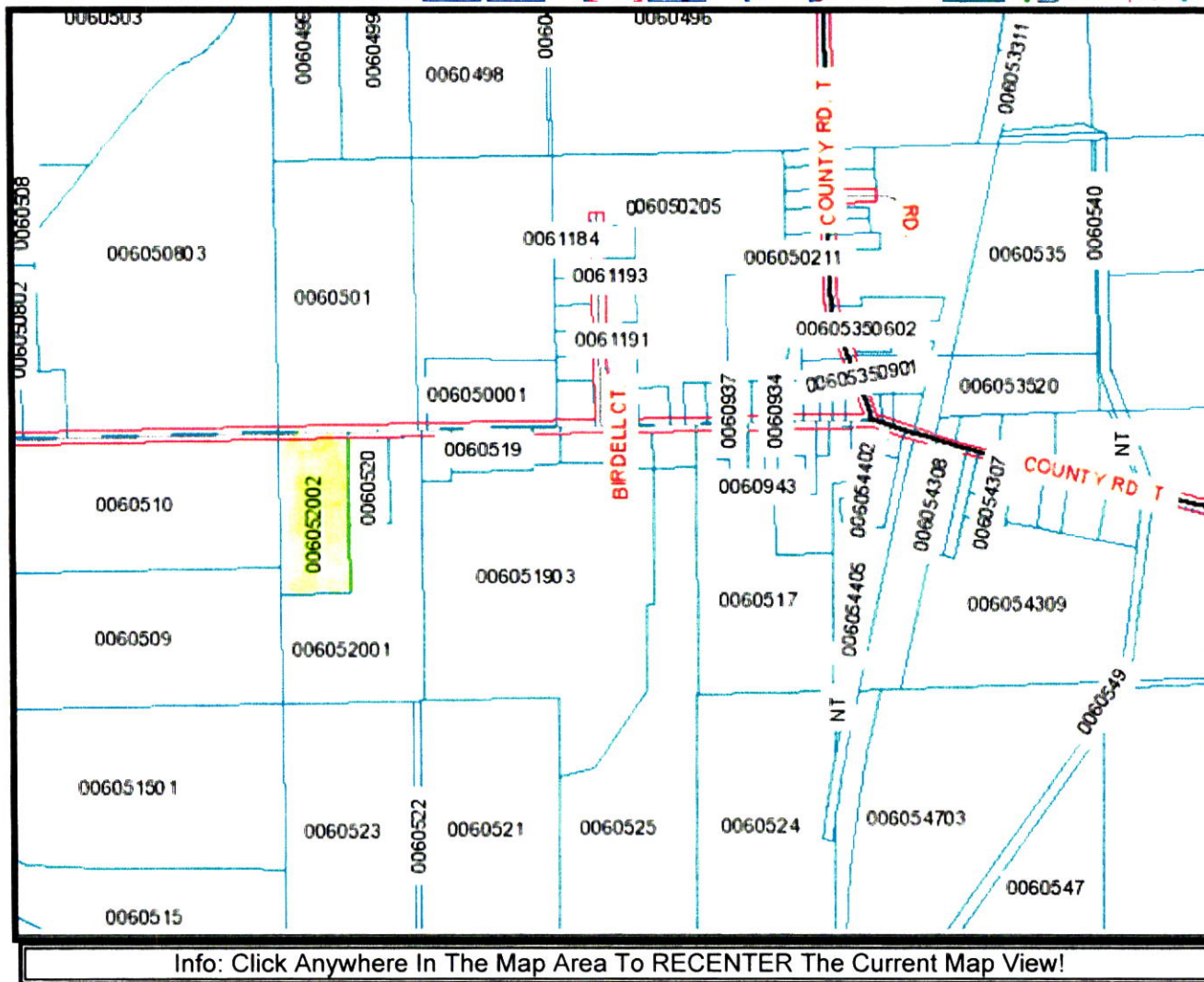
Carol-Land Summary ^{Chy}
16 =

Winnebago County Geographic Information System

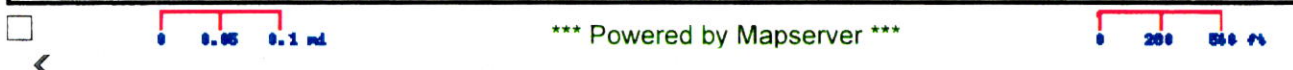
Wings GIS



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 - [- Staff Directory -](#)
 - [- GIS Services -](#)
- [Disclaimer:](#)
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- [PLSS/GPS Viewer:](#)
- [County Home Page](#)
- [Site Meta-Data:](#)
- [Other Links:](#)
- [Contacts:](#)



Info: Click Anywhere In The Map Area To RECENTER The Current Map View!



*** Powered by Mapserver ***

IV Disp ^

Draw

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To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 4

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Clayton in accordance with the petition of Delores Rubbert and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Clayton, be and the same, are amended to provide that the attached described property be changed from the classification of A-1 of said ordinance, which it now and heretofore had, to the zoned district of A-2.

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

County Board Supervisor
(Town of CLAYTON)

PARCEL NO: 006-0464-02; FROM A-1TO A-2

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

Mark Harris



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2017

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Gosz - Town Zoning Change (Part of Tax ID No: 006-0520-02) – Town of Clayton.

The town zoning change for Gosz is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from R-3 (Two Family Residential District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

2. Rubbert - Town Zoning Change (Tax ID No: 006-0464-02) – Town of Clayton.

The town zoning change for Rubbert is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from A-1 (Agribusiness District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

3. Jankowski - Town Zoning Change (Tax ID No: 026-0490-04) – Town of Vinland.

The town zoning change for Jankowski is consistent with Winnebago County's Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to M-2 (Heavy Industrial District) and Winnebago County's land use plan shows future land use as Agricultural and Rural under the extra-territorial jurisdiction of the City of Oshkosh.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

4. DNN Investments - Town Zoning Change (Tax ID No: 030-0105-01-01) – Town of Winneconne.

The town zoning change for DNN Investments is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action.

APPROVED

4-0-1 LK

5. Ultimate Properties, LLC - Town Zoning Change (Tax ID No: 030-0083-02) – Town of Winneconne.

The town zoning change for Ultimate Properties, LLC is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1A-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action.

APPROVED

5-0



*Zoning Change to A-2
FLU: Ag & Rural*

Monday, July 31st, 2017



County Zoning Office
Attn: Cary A. Rowe
112 Otter Avenue
Oshkosh, WI 54901

Re: Town Board approved amendment to the Town's Zoning Code of Ordinances Map.

Mr. Cary A. Rowe:

Enclosed please find the material relative to the following amendment(s) to the Zoning Code of Ordinances, Zoning Map in the Town of Clayton:

Re-zoning Application submitted by Delores A. Rubbert, 8665 Pioneer Road, Larsen, WI 54947 for property located on the east side of Hickory Avenue, north of CTR "II" and south of State Highway 10 in the Town of Clayton and specifically described as Tax ID # 006-0464-02 located in Section 17, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin (CSM 8477). The Application is to re-zone the property from A-1 (Agribusiness District) to A-2 (General Agriculture District).

Should you have any questions relative to this request please feel free to call or E-mail me.

Sincerely,

Richard Johnston
Town Administrator/Clerk

CC County Clerk, Sue Ertmer

TOWN OF CLAYTON
ORDINANCE 2017-007
ORDINANCE TO AMEND THE OFFICIAL TOWN OF CLAYTON ZONING
ORDINANCE MAP

WHEREAS, One or more applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Clayton Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2015/16 update to the Town's Comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 7 of the Town of Clayton Zoning Code of Ordinances; and

NOW, THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Clayton, County of Winnebago, State of Wisconsin, pursuant to Article 7 of the Town of Clayton Zoning Code of Ordinances, hereby adopts the following Amendment(s) to the Map of the Town's Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Clayton is amended as follows:

A. Property Owner:

Delores A. Rubbert, 8665 Pioneer Road, Larsen, WI 54947.

Legal description of property:

The property is located on the east side of Hickory Avenue, north of CTR "II" and south of State Highway 10 in the Town of Clayton and specifically described as Tax ID # 006-0464-02 located in Section 17, Township 20 North, Range 16 East, Town of Clayton, County of Winnebago, State of Wisconsin (CSM 8477) (See Attachment A).

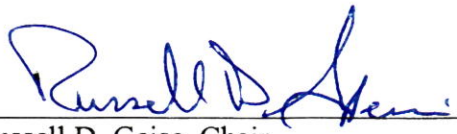
The above described property is hereby rezoned from:

A. A-1 (Agribusiness District) to A-2 (General Agriculture District).

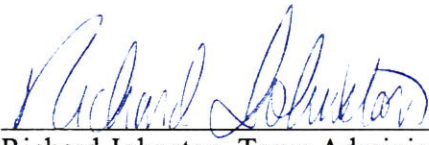
Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the Town of Clayton Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 19th, day of July, 2017

Vote: Yes: 4 No: 0 Absent: 1 ATTEST:



Russell D. Geise, Chair



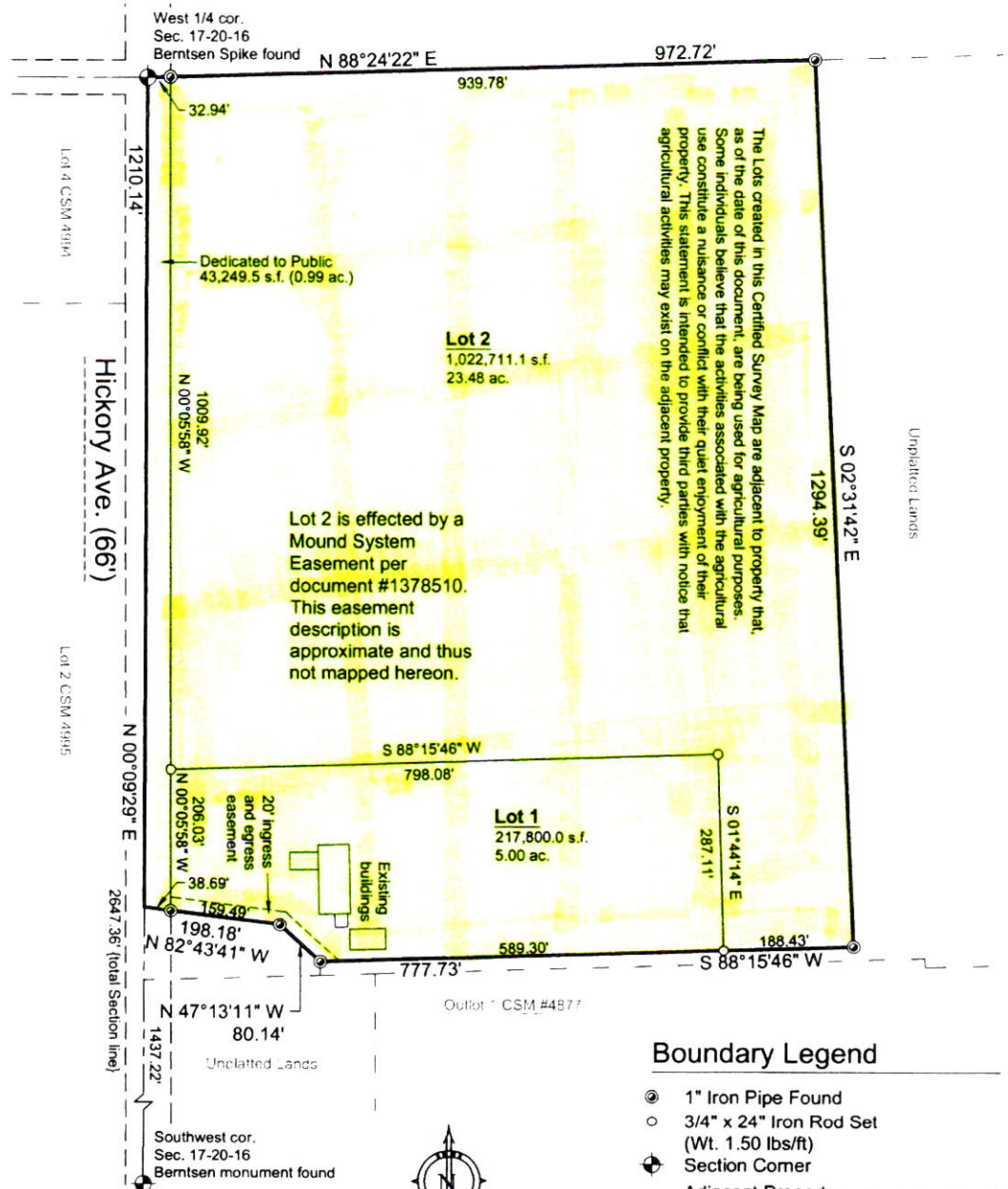
Richard Johnston, Town Administrator

Drawing: 17-1624-CSM	Sheet: 1 of 3
Project: 17-1624-Ru	Date: 07/06/17



Winnebago County Certified Survey Map # _____

Located in part of the Northwest 1/4 of the Southwest 1/4 of Section 17,
Township 20 North, Range 16 East, Town of Clayton, Winnebago
County, Wisconsin

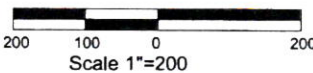


Boundary Legend

- ⊙ 1" Iron Pipe Found
- 3/4" x 24" Iron Rod Set (Wt. 1.50 lbs/ft)
- ⊕ Section Corner
- Adjacent Property Boundary Line
- Centerline
- - - Easement
- Lotline
- - - Right-of-Way Line
- Section Line
- Recorded As (xxx.xx')

For current setbacks, contact the Town of Clayton

Bearings are referenced to the West line of the Southwest 1/4, referenced to bear N00°09'29"E



Winnebago County Certified Survey Map No. _____

Surveyor's Certificate:

I, R. Michael Haynes, Professional Land Surveyor hereby certify that I have surveyed and mapped this Certified Survey Map Located in part of the Northwest 1/4 of the Southwest 1/4 of Section 17, Township 20 North, Range 16 East, Town of Clayton, Winnebago County, Wisconsin and is bounded by a line described as follows:

commencing at the West 1/4 corner of said Section 17 thence N88°24'22"E a distance of 972.72 feet; thence S02°31'42"E a distance of 1294.39 feet; thence S88°15'46"W a distance of 777.73 feet; thence N47°13'11"W a distance of 80.14 feet; thence N82°43'41"W a distance of 198.18 feet to the West line of the Southwest 1/4 of said Section 17; thence N00°09'29"E along said West line, a distance of 1210.14 feet to the point of beginning.

Said parcel contains 1,283,760.6 s.f. (29.47 Acres) of land, more or less and is subject to all easements and rights-of-way of record. That I have complied with Chapter 236.34, Wisconsin Statutes, the Town of Clayton and Winnebago County Minor Subdivision Ordinances. That this survey was done under the direction of Dolores A. Rubbert, owner(s) of said lands and that this map is a correct representation of the exterior boundaries of land surveyed and the division made thereof;

Given under my hand this 6th day of June, 2017.

R. Michael Haynes, Professional Land Surveyor #2735

This Certified Survey Map is contained wholly within the property described in the following recorded instruments:

Owners of Record:
Dolores A. Rubbert

Recording Information: **Parcel Numbers:**
Document #1585449 006046402

Certificate of Planning & Zoning Committee:

Pursuant to the Land Subdivision Regulation of the County of Winnebago, Wisconsin, all the requirements for approval have been fulfilled. This Minor Subdivision was approved by the Winnebago County Planning and Zoning Committee dated

This _____ day of _____, 2017

Chair, Planning and Zoning Committee

Drawing: 17-1624-CSM	Sheet: 2 of 3
Project: 17-1624-Ru	Date: 07/06/17



Winnebago County Certified Survey Map No. _____

Owner's Certificate:

As owners, we the undersigned, hereby certify that we caused the land above described to be surveyed, divided, mapped and dedicated all as shown and represented on this Certified Survey Map. We also certify that this Certified Survey Map is required to be submitted to the following for approval.
Winnebago County Zoning and the Town of Clayton.

Signature _____
Delores A. Rubbert _____ Date _____

STATE OF WISCONSIN)
)SS
COUNTY OF _____

Personally came before me this _____ day of _____ 2017, the above named persons to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public
My commission expires _____

Treasurer's Certificate:

I hereby certify that there are no unpaid taxes or unpaid special assessments on any of the lands shown hereon.

Town Treasurer _____ Date _____ County Treasurer _____ Date _____

Town Board Approval:

We hereby certify that the Town of Clayton has reviewed and approved this Certified Survey Map.

Town Chair _____ Date _____ Town Clerk _____ Date _____

Drawing: 17-1624-CSM	Sheet: 3 of 3
Project: 17-1624-Ru	Date: 07/06/17

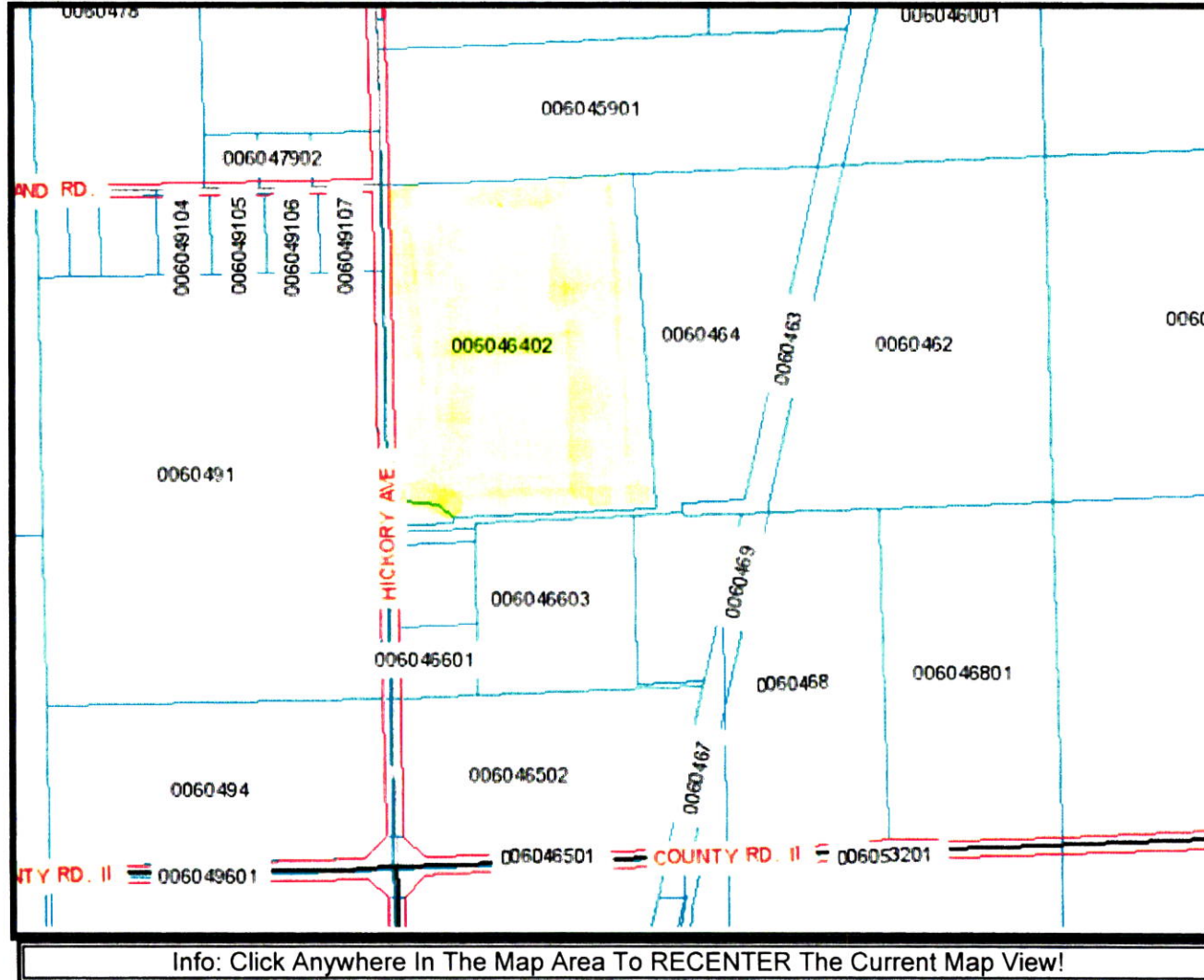


Winnebago County Geographic Information System

Wings GIS



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- [Contacts:](#)



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Info: Click Anywhere In The Map Area To RECENTER The Current Map View!

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To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 5

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF Vinland in accordance with the petition of Ron Jankowski and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF Vinland, be and the same, are amended to provide that the attached described property be changed from the classification of **B-3** of said ordinance, which it now and heretofore had, to the zoned district of **M-2**.

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

County Board Supervisor
(Town of CLAYTON)

PARCEL NO: 026-0490-05-04; FROM B-3 TO M-2

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

Mark Harris



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2017

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Gosz - Town Zoning Change (Part of Tax ID No: 006-0520-02) – Town of Clayton.

The town zoning change for Gosz is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from R-3 (Two Family Residential District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

2. Rubbert - Town Zoning Change (Tax ID No: 006-0464-02) – Town of Clayton.

The town zoning change for Rubbert is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from A-1 (Agribusiness District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

3. Jankowski - Town Zoning Change (Tax ID No: 026-0490-04) – Town of Vinland.

The town zoning change for Jankowski is consistent with Winnebago County's Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to M-2 (Heavy Industrial District) and Winnebago County's land use plan shows future land use as Agricultural and Rural under the extra-territorial jurisdiction of the City of Oshkosh.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

4. **DNN Investments - Town Zoning Change (Tax ID No: 030-0105-01-01) – Town of Winneconne.**

The town zoning change for DNN Investments is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 4-0-1 LK

5. **Ultimate Properties, LLC - Town Zoning Change (Tax ID No: 030-0083-02) – Town of Winneconne.**

The town zoning change for Ultimate Properties, LLC is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1A-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

*Zoning Change to M-2
FLU: Rural Pres City Osh*



Ag & Rural - County

TOWN OF VINLAND
6085 COUNTY ROAD T
OSHKOSH, WI. 54904
PHONE: (920) 235-6953 ** FAX: (920) 235-6994

ZONING SUBMITTAL FORM

Name of Property Owner: **EIGHTEEN WHEEL ENTERPRISES**

Address of Owner: **6003 HWY 76, OSHKOSH, WI. 54904**

Name of Applicant: **RON JANKOWSKI**

Address of Applicant: **SAME AS ABOVE**

Legal Description of Area to be Rezoned: **13.000 ACRES**

Tax Parcel Number (if Existing Parcel): **026-0490-05-04.**

Section 23 Town 19 N. Range 16E.

Existing Zoning: **B-3** Name of District: **GENERAL BUSINESS DISTRICT.**

Proposed Zoning: **M-2** Name of District: **HEAVY INDUSTRIAL DISTRICT.**

Town Board Action: **Approved: XX** **Denied:**

Findings:

1. Does the Town have an adopted land use plan? **Yes**
2. Does the request agree with the plan? **Yes**
3. Other findings (List). **Approved by Town Board vote 3-0**

I, Marilyn Fahrenkrug, Clerk of the Town of Vinland, hereby certify that a public hearing was conducted on **SEPTEMBER 11, 2017** and that all required notices were posted and/or mailed as required by local ordinance.

Signed: Marilyn Fahrenkrug Dated: 9/20/17
Clerk: Marilyn Fahrenkrug

TOWN OF VINLAND
6085 COUNTY ROAD T
OSHKOSH, WI. 54904
PHONE: (920) 235-6953 ** FAX: (920) 235-6994

NOTICE OF PUBLIC HEARING

The Town of Vinland, Winnebago County, WI. Plan Commission & Town Board will hold the following Public Hearings at the Vinland Town Hall.

DATES/TIMES: SEPTEMBER 5, 2017 @ 6:30 PM.--PLAN COMMISSION
SEPTEMBER 11, 2017 @ 7:00 PM.-- TOWN BOARD

SUBJECT: ZONING CHANGE APPLICATION

DESCRIPTION OF SUBJECT SITE: 13.00 ACRES PARCEL ZONED B-3 GENERAL BUSINESS DISTRICT.

PROPERTY OWNER: EIGHTEEN WHEEL ENTERPRISES 6003 HWY 76 NEENAH, WI 54957

APPLICANT: RON JANKOWSKI

EXISTING ZONING: B-3 GENERAL BUSINESS DISTRICT.

PROPOSED ZONING: M-2 HEAVY INDUSTRIAL DISTRICT.

LOCATION OF PREMISES AFFECTED: 6003 HWY 76 SOUTH OF CTY GG.

LEGAL DESCRIPTION: SECTION 23, T.19N.-R.16E., TOWN OF VINLAND, WINNEBAGO, WI.

TAX PARCEL NO: 026-0490-05-04

EXPLANATION: CHANGE ZONING FROM B-3 GENERAL BUSINESS DISTRICT TO M-2 HEAVY INDUSTRIAL DISTRICT TO EXPAND A TRUCKING TERMINAL.

ORDINANCE & SECTION AFFECTED: TOWN OF VINLAND ZONING CODE, CHAPTER 410 ARTICLE III, ZONING DISTRICTS, SECTIONS: 410-27, & 410-32

All interested persons wishing to be heard are invited to be present.
Tom Spierowski, Zoning Administrator, Town of Vinland.

Public Hearing Minutes
September 11, 2017

The Vinland Town Board held a Public hearing in the Town of Vinland 6085 County Road T Oshkosh, WI 54904 on **Monday, September 11, 2017** at 7:00 pm for input on the following items:

- **Eighteen Wheel Enterprises** - 6003 HWY 76 Neenah, WI 54957; Zoning Change From: B-3 General Business District to M-2 Heavy Industrial District to allow expansion of the current trucking business. There were no public comments on this Zoning change
- **Vinland Enviro, LLC** – property located at 3111 County Rd G, west of Highway 76. CUP for continued landfilling of paper mill sludge and ash - with the addition of a storage – processing facility to accept industrial waste on a continuous basis. There were many Town residents who spoke in opposition of the landfill the comments are as follows:
 - Where will the building be and what is the composting the company wants to do? The building would be built according to a site plan submitted to the Board.
 - It was the opinion of Attorney Koehler that whatever gets decided, to be sure to spell out exactly what is expected between the parties to avoid future conflicts.
 - Concerns about 30 or 40 years down the road with what will seep into our soil and water.
 - There is a large concentration of landfills already in this vicinity.
 - The lights and noise from trucks backing and gates slamming would be disruptive.
 - Currently the trucks are only supposed to come from the west, how will the trucks get there while the roundabouts are being constructed on HWY 76? This will affect more than residents on Cty Rd G.
 - The landfill will always be here... What is the benefit to the Town? Answer: currently owners pay In Lieu of Taxes \$3,900/quarter, there are fees incorporated into the contract for dumping of materials.
 - Will the surrounding properties be compensated for further devaluation? Answer: No
 - The hours of use should not expand more than already in the contract. 24 hours per day would be very disruptive.
 - Build the holding facility somewhere else so the trucking does not occur in Vinland 24/7.
 - Attorney Jeff Hesson representing Vinland Enviro, LLC clarified they would like 4 things to happen in order to move forward with the purchase of the GP landfill:
 - For clarification the “industrial waste” referred to in the application is sludge and ash - the same material already approved for the landfill.
 - The ability to construct a building would be for holding materials over the weekend(s) until the landfill is staffed.
 - Hours for trucking materials to include night.
 - Change where the materials are originating from (current contract states GP, would like Essity/SCA)
 - They recognize any other changes would need to come to the Town for any changes.
 - The spreading/mixing of materials is a future vision.

**Town Board Meeting Minutes
Monday, September 11, 2017**

The Vinland Town Board held its regular Board meeting directly following a public hearing for a zoning change and a request to open the contract for GP.

The meeting started at 7:40 PM with the recital of the Pledge of Allegiance in the Vinland Town Hall 6085 County Road T Oshkosh, WI 54904 on Monday, September 11, 2017. Present were Chairman Farrey, Supervisors Devens and Batley, Clerk Fahrenkrug, Treasurer Brazee, Zoning Administrator Spierowski, Town Attorney Chuck Koehler and 35 other people.

The clerk verified the notices were posted as required by State Statute 19.84(2).

Fire Department minutes of August 1, 2017. There were no comments.

First Responder minutes of August 8, 2017. None submitted

Approval of Minutes:

1. Town Board Meeting minutes of August 14, 2017. **Motion to approve minutes made by Batley/second/Devens/no discussion motion carried.**
2. Town Board Workshop Meeting minutes of August 30, 2017. **Motion to approve minutes made by Devens/second/Batley/no discussion motion carried.**

Financial report for August 2017:

1. Treasurers report on all accounts held by the Town. Balance in all accounts held is \$334,569.88 with \$1,308.18 in outstanding checks. **Motion to approve treasurer's report made by Batley/second/Devens/no discussion motion carried.**
2. Reconciliation between the Clerk and Treasurer. Books reconciled.
3. Authorization to pay all bills submitted by the Clerk. **Motion to approve payment of bills submitted by the clerk made by Batley/second/Devens/no discussion motion carried.**

Public input: No public input.

Discussion/Action Items:

1. Treeo's snowplowing contract. (this item moved to #2 in the Discussion/action items) **Motion to approve Treeos'contract made by Devens/second/Batley/carried. No discussion motion carried.**
2. Roads being plowed by Treeos and Winnebago County (this item was moved to #1 in the Discussion/action items) **Motion to approve having the County plow Clevedon, Dobberke, Elderberry and Wild Rose Lanes, St. Ives Road and Thornberry Trail made by Devens/second/Batley/carried. No discussion, motion carried.**
3. Scheduling of October Board Meeting to allow for Board to attend conference in Stevens Point. **Motion by Devens to reschedule meeting date to Monday October 16, 2017 to allow the Board to attend the conference. Seconded by Batley/ no discussion, motion passed.**
4. Town of Vinland Budget Resolution 03-2017 to correct funding for Woodenshoe Road repairs. **Motion by Devens to adopt Resolution 03-2017/second by Batley/no further discussion/motion passed unanimously.**
5. Town Hall Maintenance. **Motion to hire Bill Bouras to perform various repairs to the Town Hall and Fire Dept. building for the cost of time & material made by Devens/second/Batley/no further discussion/motion carried.**
6. Town Hall Cleaning. **Motion to hire Tina Jensen to clean the Town Hall made by Devens/second/Batley/no further discussion/motion carried.**
7. 2018-2019 TRIP Committee participation. **Farrey appointed Batley with Devens as alternate.**
8. Operator's License for Tammy Homan to work at the Beehive. **Devens made a motion to issue an operator license/Batley seconded/no further discussion. Motion carried.**
9. Resident inquiring about having the Town assist in hiring the County for driveway repair. The policy of the Town is to not participate in the construction/repair of private residence property.

Zoning:

1. Vinland Enviro, LLC – property located at 3111 County Rd G, west of Highway 76. CUP for continued landfilling of paper mill sludge and ash - with the addition of a storage-processing facility to accept industrial waste on a continuous basis. (This item moved to #2 under Zoning). It was the opinion of Attorney Koehler that whatever gets decided, to be sure to spell out exactly what is expected between the parties to avoid future conflicts. Everyone is then clear on what is to be voted on. Farrey thought in his opinion the Board had 3 possible motions 1) Motion to deny the request 2) To open the contract, 3) Lay this over to a date certain during that time a more detailed proposition could be prepared. Attorney Hesson stated that the night time trucking was a must for this to move forward. **A motion to open the contract for further discussion made by Batley, there was not a second, motion failed. Motion to deny the amendments made by Devens, there was some discussion about opening the contract among the Board members at this point, Farrey seconded Devens motion to deny the opening of the contract. No further discussion. Clerk called a roll vote to deny opening the contract: Devens-Aye, Farrey-Aye, Batley-Nye.**
2. CSM submitted by Sharon Stabbe. (This item moved to #1 under Zoning) **The Town is advisory to the County in this due to Shoreland Zoning. Motion to recommend approval made by Batley/second/Devens/no more discussion. Motion carried.**
3. Eighteen Wheel Enterprises Zoning Change From: B-3 General Business District to M-2 Heavy Industrial District to allow expansion of the current trucking business. **Motion to approve the Zoning change made by Batley/second by Devens/no discussion/motion carried.**
4. Wisconsin Department of Safety – Implementing Electronic Building Permit System and authorizing users. **Motion to authorize Tom Spierowski as the Town representative to the State of WI for this electronic submission system of Home building permits made by Batley/second/ Devens. No discussion, motion carried.**

County Supervisor's Report. Farmland Preservation should be wrapping up this week Friday, as it will be voted upon in committee then.

Sharing of Correspondence. None

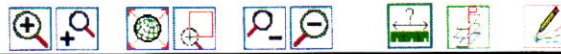
Future Meeting Dates:

- WTA Unit Workshops: Various locations, September 12-14, 2017.
- WI Utility Tax Association: Wednesday, September 27, 2017 in Madison, WI.
- Planning Commission Meeting: Monday, October 2, 2017, 6:30 pm @ Vinland Town Hall 6085 County Rd T Oshkosh (if needed).
- WTA Conference: October 8-10, 2017 in Stevens Point, WI
- Town Board Meeting: Monday, October 16, 2017, 7:00 pm @ Vinland Town Hall 6085 County Rd T Oshkosh (**PLEASE NOTE THIS IS A WEEK LATER THAN USUAL**).

Motion to adjourn made @ 8:15pm by Devens/second/Farrey/motion carried.

Marilyn Fahrenkrug, Clerk

Wings GIS



Display Options

Draw	Label	Symbology & Layer Names
<input type="checkbox"/>		Aerial Photos (2009)
<input type="checkbox"/>		Aerial Photos (2003)
<input checked="" type="checkbox"/>		Buildings
<input checked="" type="checkbox"/>		Parcel Boundaries
<input checked="" type="checkbox"/>		Parcel Dimensions
<input checked="" type="checkbox"/>		Parcel Addresses
<input type="checkbox"/>		Certified Surveys
<input type="checkbox"/>		Floodplain
<input type="checkbox"/>		Navigable Streams
<input type="checkbox"/>		Public Land Survey
<input type="checkbox"/>		Shoreland Zoning
<input type="checkbox"/>		Sub-Division
<input checked="" type="checkbox"/>		City & Village Limits

= Not Applicable for this Layer.

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To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 6

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINNECONNE in accordance with the petition of DNN Investments and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINNECONNE, be and the same, are amended to provide that the attached described property be changed from the classification of A-2 of said ordinance, which it now and heretofore had, to the zoned district of R-1.

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

County Board Supervisor
(Town of CLAYTON)

PARCEL NO: 030-0105-01-01; FROM A-2 TO R-1

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

Mark Harris



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2017

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Gosz - Town Zoning Change (Part of Tax ID No: 006-0520-02) – Town of Clayton.

The town zoning change for Gosz is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from R-3 (Two Family Residential District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

2. Rubbert - Town Zoning Change (Tax ID No: 006-0464-02) – Town of Clayton.

The town zoning change for Rubbert is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from A-1 (Agribusiness District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

3. Jankowski - Town Zoning Change (Tax ID No: 026-0490-04) – Town of Vinland.

The town zoning change for Jankowski is consistent with Winnebago County's Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to M-2 (Heavy Industrial District) and Winnebago County's land use plan shows future land use as Agricultural and Rural under the extra-territorial jurisdiction of the City of Oshkosh.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

4. DNN Investments - Town Zoning Change (Tax ID No: 030-0105-01-01) – Town of Winneconne.

The town zoning change for DNN Investments is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 4-0-1 LK

5. Ultimate Properties, LLC - Town Zoning Change (Tax ID No: 030-0083-02) – Town of Winneconne.

The town zoning change for Ultimate Properties, LLC is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1A-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

*Zoning Change to R-1
FLU: Res*

TOWN OF WINNECONNE

**ORDINANCE 2017-2
ORDINANCE TO AMEND THE OFFICIAL TOWN OF WINNECONNE ZONING
ORDINANCE MAP**

WHEREAS, One or more applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town's Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances does comply with both the Town's existing land use and future land use elements of the CY 2014 update to the Town's Comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 146 & 275 of the Town of Winneconne Zoning Code of Ordinances; and

NOW, THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Winneconne, County of Winnebago, State of Wisconsin, pursuant to Article 146 & 275 of the Town of Winneconne Zoning Code of Ordinances, hereby adopts the following Amendment(s) to the Map of the Town's Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Winneconne is amended as follows:

A. Property Owner:

6710 Frontier Rd , Winneconne, WI 54986. *DNN Investments*

Legal description of property:

The property is located on Frontier Rd north of County Rd M, Winneconne, WI 54986; specifically described as Tax ID # 030-0105-01-01 Lot 1, being part of the Southwest ¼ of the Southeast ¼ of Section 11, Township 19 North, Range 15 East, Town of Winneconne, County of Winnebago, State of Wisconsin (See Attachment A).

The above described property is hereby rezoned from:

A-2 (General Farming District) to R-1 (Residential District).

Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the Town of Winneconne Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 11th, day of July, 2017

Vote: Yes: 5 No: 0 Absent: 0

ATTEST:



Thomas Snider, Chair



Yvonne Zobel, Town Clerk

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
JUNE 15, 2017**

CALL TO ORDER:

Chairman Tom Snider called the regular meeting to order at 6:30 p.m. at the Winneconne Town Hall, 6494 County Rd. M, Winneconne, WI.

ROLL CALL: Chairman Tom Snider, Supervisors Wm. Benedict, Dale Burghardt, Eric Lang and Matt Woods were present. Also in attendance were Clerk Yvonne Zobel, Deputy Clerk Elizabeth Knaack, Treasurer Leota LeMere, Police Chief Brad Hanson, Fire Chief Ryan Krings and 8 citizens. A Board quorum was present.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was said in unison.

NOTICE VERIFICATION:

Clerk Zobel verified that the agenda notices were posted on June 9, 2017 at the Winneconne Town Hall, the Butte des Morts Lions Club Bldg., and the Butte des Morts Post Office. Notices were also e-mailed to The Winneconne News, The Oshkosh Northwestern and posted on the Town website.

APPROVE MINUTES OF THE MAY 18, 2017 BOARD MEETING:

—MOTION by Supervisor Woods, second by Supervisor Benedict to dispense with reading and approve the minutes of May 18, 2017; motion carried on a unanimous 5-0 voice vote—

TREASURER'S REPORT:

Treasurer Leota LeMere reported the following May 31, 2017 account balances:

Huntington Bank - Checking	\$ 39,443.55	State Investment - General Fund	\$350,017.71
Huntington Bank - Savings	\$150,175.28	State Investment - Public Safety	\$22,712.38
Bank First National - CD	\$162,019.46	State Investment - Fire Protection	\$6,638.45
		State Investment - Wolf Wilderness Trail	\$4,262.50

The Treasurer's Report was accepted as presented.

CORRESPONDENCE:

None.

WINNEBAGO COUNTY SHERIFF'S DEPARTMENT ACTIVITIES REPORT:

No Officer in attendance at this point in the agenda, however, Deputy Nicla arrived at 7:20 p.m. He had no report for the Board.

PUBLIC COMMENT:

Carolyn Hensel-Fixmer appeared before the Board regarding the petition to repair Shoreline Drive. She said she felt not enough was done to inform owners. She understands the process but is concerned that additional efforts should have been taken to have the owners pay and then the Town take over the road. She added that she had an additional concern about the asphalt paving hindering drainage and causing flooding on her property. Chairman Snider explained that because Shoreline Drive is a private road, the residents handle everything. Supervisor Burghardt added that the road would have to be brought up to the standards as defined in the Town Code. The Code is available on-line or from the Clerk.

Supervisor Burghardt said he would like to discuss the Town attorney at the August board meeting.

**CERTIFIED SURVEY MAP - DAVID NOLL, 6710 FRONTIER ROAD
TAX PARCEL 030-0105-01-01:**

—MOTION by Supervisor Burghardt, second by Supervisor Lang to accept the recommendation of the Plan Commission and approve the Certified Survey Map for David Noll, 6710 Frontier Road, Tax Parcel 030-0105-01-01 with the condition that driveway access to the property is off Formiller Road; motion carried on a unanimous 5-0 voice vote—

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
JUNE 15, 2017**

**CERTIFIED SURVEY MAP - CHRIS ROGERS/TIMOTHY DOEHLING, EVERBREEZE DR,
TAX PARCELS 030-0216 & PART OF 030-0115:**

---MOTION by Supervisor Burghardt, second by Supervisor Benedict to recommend that the County approve the Certified Survey Map for Chris Rogers and Timothy Doehling, Everbreeze Dr., Tax Parcels 030-0216 and part of 030-0115; motion carried on a unanimous 5-0 voice vote---

**PETITION FROM SHORELINE DR. PROPERTY OWNERS TO PAY FOR REPAIRS ON
THEIR PRIVATE ROAD AS A SPECIAL TAX ASSESSMENT:**

---MOTION by Supervisor Burghardt, second by Supervisor Benedict to approve the petition for the repairs on Shoreline Drive as a special tax assessment; motion carried on a unanimous 5-0 voice vote---
It was noted that the Town of Winneconne will coordinate the effort with the contractor, paying the bill initially, and applying the amount to the respective landowners' property tax bills for the repair of Shoreline Drive in amount not to exceed \$7,000 from J. Harvey Contracting.

**REQUEST FROM SOVEREIGN STATE DAYS COMMITTEE FOR MONETARY
CONTRIBUTION:**

Dana Woods, representing the Sovereign State Days Committee, appeared before the Board to request a monetary donation from the Town. She presented results from a survey she did with local Town businesses in regards to Sovereign State Days.

---MOTION by Supervisor Benedict, second by Chairman Snider to contribute \$500.00 to the Sovereign State Days; motion failed on a 3-1 voice vote with Supervisor Benedict voting aye, Chairman Snider, Supervisors Lang and Burghardt voting nay, Supervisor Woods abstaining---

**INTERGOVERNMENTAL AGREEMENT TO SATISFY ELIGIBILITY FOR RECYCLING
CONSOLIDATION GRANT FOR CALENDAR YEAR 2018:**

---MOTION by Supervisor Burghardt, second by Supervisor Woods to accept the intergovernmental agreement to satisfy eligibility for recycling consolidation for calendar year 2018; motion carried on a unanimous 5-0 voice vote---

APPROVE LIQUOR LICENSES FOR:

"Class B" Fermented Malt Beverage and Intoxicating Liquor:
Butte des Morts Supper Club, LLC/Agent Joan A. Riebeck
Butte des Morts Supper Club
5756 Main St. Butte des Morts

T J LaFever Enterprises Inc. /Agent Miles LaFever
White House Inn
5776 Main St. Butte des Morts

Lake Breeze Holdings LLC/ Agent David Petrack
Lake Breeze Golf Club
6333 Bell Prairie Rd. Winneconne

Tilly's Too Tavern LLC/Agent Thomas A. Herbert
Tilly's Too Tavern
5071 Washington St. Butte des Morts

"Class A" Fermented Malt Beverage and Intoxicating Liquor:
K & J Beverage Mart Inc. /Agent Kim Hillman
K & J Beverage Mart
933 E Main St. Winneconne

Condon Oil Co. Inc. /Agent Craig Bauman
Butte des Morts Mobile
5761 County Rd. S. Butte des Morts

---MOTION by Supervisor Lang, second by Supervisor Burghardt to approve the liquor licenses as listed above; motion carried on a unanimous 5-0 voice vote---

OPERATOR LICENSES:

STATE OF WISCONSIN
WINNEBAGO COUNTY 35

WINNEBAGO COUNTY CERTIFIED SURVEY MAP NO. _____

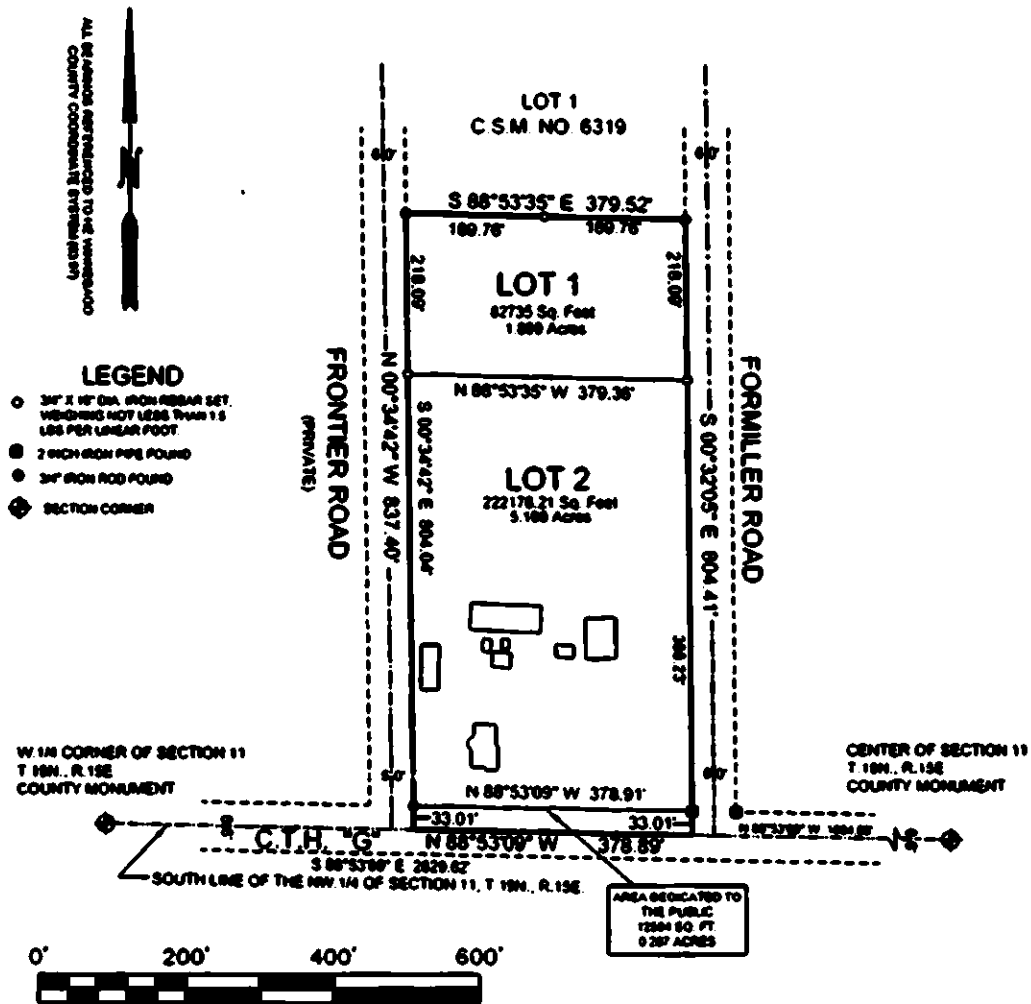
A PART OF THE SW 1/4 OF THE NW 1/4 OF AND A PART OF SE 1/4 OF THE NW 1/4 OF SECTION 11, T. 19N.,
R. 15E. TOWN OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN.

SHEET 1 OF 3

SURVEY FOR: DDN INVESTMENTS LLC
6718 FRONTIER RD.
WINNECONNE, WI 54988

DATED THE _____ DAY OF _____, 2017

WISCONSIN REGISTERED LAND SURVEYOR S-1589
LAWRENCE C. KRIESCHER



L.C. KRIESCHER AND ASSOCIATES LLC
5251 GRANDVIEW ROAD
LARSEN, WI 54947
920-836-3578

BOUNDARY SURVEY
&
LAND DESIGN

PROJECT NO 2016-12-01
FILE NO. NOLL DWG
NOTEBOOK: 23 PAGE 7

DWG. NO. L-484

THIS INSTRUMENT DRAFTED BY L.C. KRIESCHER S-1589

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
JUNE 15, 2017**

APPOINT BRIAN RHODES AS COMMISSIONER TO W3 SANITARY DISTRICT:

—MOTION by Supervisor Woods, second by Supervisor Benedict to appoint Brian Rhodes as Commissioner to W3 Sanitary District; motion carried on a 5-0 unanimous voice vote—

FIRE DISTRICT ACTIVITIES REPORT - LAND DONATION FOR TRAINING FACILITY:

Chief Krings reported on recent activity and gave a short presentation on the progress of the land donation for the training facility. He asked for the Board's approval to continue the process.

—MOTION by Supervisor Burghardt, second by Supervisor Benedict to allow the Fire District to continue the process of the land donation for the training facility with the following conditions: that it is self-sustaining, the use would be considerate to neighboring property owners and that the District remain frugal in its future expenditures; motion carried on a unanimous 5-0 voice vote—

POLICE DEPARTMENT ACTIVITIES REPORT:

Chief Hanson's monthly written report was received by the Board.

Speeding on County Road M was discussed. Supervisor Benedict will record the times the speeding takes place.

ROAD MAINTENANCE REPORT:

Highway Superintendent Benedict had nothing to report.

Supervisor Burghardt asked that the pay for the Highway Superintendent be added to the August agenda.

BOARD ACTIVITIES REPORT:

Supervisor Burghardt reported on a property on Crestview Drive that needs to be mowed. He also reported there is a residence on Lakewind Drive that has brush in the ditch.

CONSIDER DATE CHANGE FOR NEXT BOARD MEETING TO JULY 19, 2017:

—MOTION by Chairman Snider, second by Supervisor Burghardt to change the date of the next Board meeting from July 20 to Wednesday, July 19, 2017; motion carried on a unanimous 5-0 voice vote—

AUTHORIZATION FOR PAYMENT OF ACCOUNTS PAYABLE:

—MOTION by Supervisor Benedict, second by Supervisor Lang to authorize payment of the following Accounts Payable; motion carried on a unanimous 5-0 roll call vote—

Advanced Disposal	12,459.44	Alliant Energy Co	378.66
Anderson Cleaning	85.00	AT & T	172.34
Baycom Inc	2,293.00	CenturyLink	3.69
Dept of Admin	65.00	Edgerton St Peter Petak	60.00
FleetCor	75.00	Great American Leasing	183.95
Leota LeMere	26.75	Michael Draws	71.28
NTD	53.95	Oshkosh Office Systems	21.99
Race Office Products	160.78	The Winneconne News	188.25
Thomas Snider	118.78	Town of Clayton	3,597.80
Verizon Wireless	40.01	Winn Cnty Reg of Deeds	75.00
Winnebago Cnty Treas	2,606.17	Winnebago Cnty Treasur	328.48
Wis DOJ CIB	14.00	Wis Public Service	590.26

Accounts Payable	\$ 23,669.58
Payroll	6,920.02
FICA/Med/Fed W/ H	1,934.94
State W/H	232.50
Tax Settlements	
Total	\$ 32,766.04

APPLICATION TYPE: X CSM REVIEW
 X ZONING CHANGE
 CONDITIONAL USE PERMIT

FEE: See Current Fee Schedule

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

A. PROPERTY OWNER:

A-1 NAME David Neil
Mailing Address 6710 Frontica Rd
 Winneconne, WI 54986
Phone 920-851-0249

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

Signature David Neil Date 4/27/17

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

A-2 APPLICANT (NAME) _____
Mailing Address _____
Phone _____ Signature _____
Date _____

B. PROPERTY INFORMATION:

B-1 Tax Key/Parcel #: Q30-0105-01-01
B-2 Lot _____ Block _____ Subdivision _____ or CSM # _____
Section 11 Town T19 North Range 15 East
Town of Winneconne Acres 7.3
B-3 Location (of property) North of 6710 for rezoning
B-4 Zoning (Existing) AG Zoning (Proposed): Residential
B-5 Use (Existing): Vacant new residence
Use (Proposed): new residence
B-6 SEWER: Existing No Required YES Municipal _____ Private System: X

C. DESCRIBE PRESENT USE(S):

vacant land

D. DESCRIBE PROPOSED USE(S):

new home on lot #1 NEEDS TO BE RE-ZONED

E. DESCRIBE THE ESSENTIAL SERVICES (SEWER, WATER, STREETS, ETC.) FOR PRESENT AND FUTURE USES:

well
private septic

F. DESCRIBE WHY THE PROPOSED USE WOULD BE THE HIGHEST AND BEST FOR THE PROPERTY:

Add new house to tax base

G. DESCRIBE THE PROPOSED USE(S) COMPATIBILITY WITH SURROUNDING LAND USES:

- other homes in area
- town's future land use plan dictates residential

PLEASE SEND THE REQUIRED INFORMATION TO: TOM SPIEROWSKI
8348 COUNTY RD. T
LARSEN, WI 54947

IF YOU HAVE ANY QUESTIONS, PLEASE CALL TOM AT: 920-428-3361

ALL APPLICATIONS MUST BE RECEIVED A MINIMUM OF 21 DAYS PRIOR TO THE PLAN COMMISSION MEETINGS WHICH ARE HELD THE FIRST WEDNESDAY OF EACH MONTH

To The Board of Supervisors of Winnebago County, Wisconsin:

AMENDATORY ORDINANCE 7

WHEREAS, it is desirable to amend the Zoning Map of the TOWN OF WINNECONNE in accordance with the petition of ULTIMATE PROPERTIES LLC and

WHEREAS, said request is in compliance with the adopted Winnebago County Land Use Plan.

NOW, THEREFORE, the County Board of Supervisors of Winnebago County do ordain that the Zoning Ordinance and the Zoning Map of the TOWN OF WINNECONNE, be and the same, are amended to provide that the attached described property be changed from the classification of A-2 of said ordinance, which it now and heretofore had, to the zoned district of R-1, A-1.

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

County Board Supervisor
(Town of CLAYTON)

PARCEL NO: 030-0083, 030-0083-02; FROM A-2 TO R-1, A-1

COUNTY DISCLAIMER:

County Board approval does not include any responsibility for County liability for the legality or effectiveness of the Town Zoning Amendment or the Town Zoning Ordinance.

APPROVED BY WINNEBAGO COUNTY EXECUTIVE THIS _____ DAY OF _____, 2017.

Mark Harris



Winnebago County

Zoning Department

The Wave of the Future

MEMO FOR P & Z MEETING AGENDA OF OCTOBER 6, 2017

TO: Planning & Zoning Committee

FM: Zoning Administrator

RE: Review of Town Zoning Changes

1. Gosz - Town Zoning Change (Part of Tax ID No: 006-0520-02) – Town of Clayton.

The town zoning change for Gosz is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from R-3 (Two Family Residential District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

2. Rubbert - Town Zoning Change (Tax ID No: 006-0464-02) – Town of Clayton.

The town zoning change for Rubbert is consistent with Winnebago County's Land Use Plan. The Town of Clayton approved the zoning change from A-1 (Agribusiness District) to A-2 (General Agriculture District) and Winnebago County's land use plan shows future land use as Agricultural and Rural.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

3. Jankowski - Town Zoning Change (Tax ID No: 026-0490-04) – Town of Vinland.

The town zoning change for Jankowski is consistent with Winnebago County's Land Use Plan. The Town of Vinland approved the zoning change from B-3 (General Business District) to M-2 (Heavy Industrial District) and Winnebago County's land use plan shows future land use as Agricultural and Rural under the extra-territorial jurisdiction of the City of Oshkosh.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

4. **DNN Investments - Town Zoning Change (Tax ID No: 030-0105-01-01) – Town of Winneconne.**

The town zoning change for DNN Investments is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 4-0-1 LK

5. **Ultimate Properties, LLC - Town Zoning Change (Tax ID No: 030-0083-02) – Town of Winneconne.**

The town zoning change for Ultimate Properties, LLC is consistent with Winnebago County's Land Use Plan. The Town of Winneconne approved the zoning change from A-2 (General Farming District) to R-1A-1 (Residential District) and Winnebago County's land use plan shows future land use as Residential.

RECOMMENDATION: Approve a motion to forward zone change to County Board for action. APPROVED 5-0

*Zoning Change to R-1A-1
FLU: Res*

TOWN OF WINNECONNE

**ORDINANCE 2017-1
ORDINANCE TO AMEND THE OFFICIAL TOWN OF WINNECONNE ZONING
ORDINANCE MAP**

WHEREAS, One or more applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances have been filed with the Town Clerk as described herein; and

WHEREAS, following the requisite Notices and Public Hearings the proposed amendments have been reviewed and recommended to the Town Board by the Town’s Plan Commission; and

WHEREAS, the applications for amendments to the Map of the Town of Winneconne Zoning Code of Ordinances does comply with both the Town’s existing land use and future land use elements of the CY 2014 update to the Town’s Comprehensive Plan; and

WHEREAS, all other procedural requirements have been met for purposes of consideration of the amendment(s) as provided in Section 146 & 275 of the Town of Winneconne Zoning Code of Ordinances; and

NOW, THEREFORE BE IT ORDAINED THAT, the Town Board of the Town of Winneconne, County of Winnebago, State of Wisconsin, pursuant to Article 146 & 275 of the Town of Winneconne Zoning Code of Ordinances, hereby adopts the following Amendment(s) to the Map of the Town’s Zoning Code of Ordinances:

Section 1: The Official Zoning Map of the Town of Winneconne is amended as follows:

A. Property Owner:
5776 Indian Shores, Winneconne, WI 54986. *Ultimate Properties, LLC*

Legal description of property:
The property is located on Indian Shores Rd west of County Rd M, Winneconne, WI 54986; specifically described as Tax ID # 030-0083- #030-0083-02 Lot 2, being part of the Southwest ¼ of the Southeast ¼ of Section 10, Township 19 North, Range 15 East, Town of Winneconne, County of Winnebago, State of Wisconsin (See Attachment A).

The above described property is hereby rezoned from:
A-2 (General Farming District) to R-1A-1 (Residential District).

Section 2: This Ordinance shall be submitted to the Winnebago County Board for approval. This amendment to the Town of Winneconne Zoning Code of Ordinances shall be effective upon approval by the Winnebago County Board.

Adopted this 11th, day of July, 2017

Vote: Yes: 5 No: 0 Absent: 0

ATTEST:



Thomas Snider, Chair



Yvonne Zobel, Town Clerk

\$400 Review
\$400 CSM

APPLICATION TYPE: CSM REVIEW
 ZONING CHANGE
 CONDITIONAL USE PERMIT

FEE: See Current Fee Schedule

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

A. PROPERTY OWNER:

A-1 NAME ULTIMATE PROPERTIES, INC
Mailing Address PO Box 190
WINNECONNE, WI 54986
Phone 920-377-9988

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

Signature [Signature] Date 12/15-16

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

A-2 APPLICANT (NAME) _____
Mailing Address _____
Phone _____ Signature _____
Date _____

B. PROPERTY INFORMATION:

B-1 Tax Key/Parcel #: 0300008302 + 03000083
B-2 Lot _____ Block _____ Subdivision _____ or CSM # _____
Section 10 Town 19 North Range 15 East
Town of WINNECONNE Acres 1.9
B-3 Location (of property) 5776 INDIAN STAIRS ROAD
B-4 Zoning (Existing) AZ Zoning (Proposed): R-1 A-1
B-5 Use (Existing): SINGLE FAMILY RES
Use (Proposed): SINGLE FAMILY RES
B-6 SEWER:
Existing _____ Required _____ Municipal _____ Private System:

Applicant please fill out ALL the questions

C. DESCRIBE PRESENT USE(S):

SINGLE FAMILY RES

D. DESCRIBE PROPOSED USE(S):

SINGLE FAMILY RES

E. DESCRIBE THE ESSENTIAL SERVICES (SEWER, WATER, STREETS, ETC.) FOR PRESENT AND FUTURE USES:

EXISTING WELL & SEPTIC

F. DESCRIBE WHY THE PROPOSED USE WOULD BE THE HIGHEST AND BEST FOR THE PROPERTY:

USE DOES NOT CHANGE

G. DESCRIBE THE PROPOSED USE(S) COMPATIBILITY WITH SURROUNDING LAND USES:

USE DOES NOT CHANGE

PLEASE SEND THE REQUIRED INFORMATION TO: TOM SPIEROWSKI
8348 COUNTY RD. T
LARSEN, WI 54947

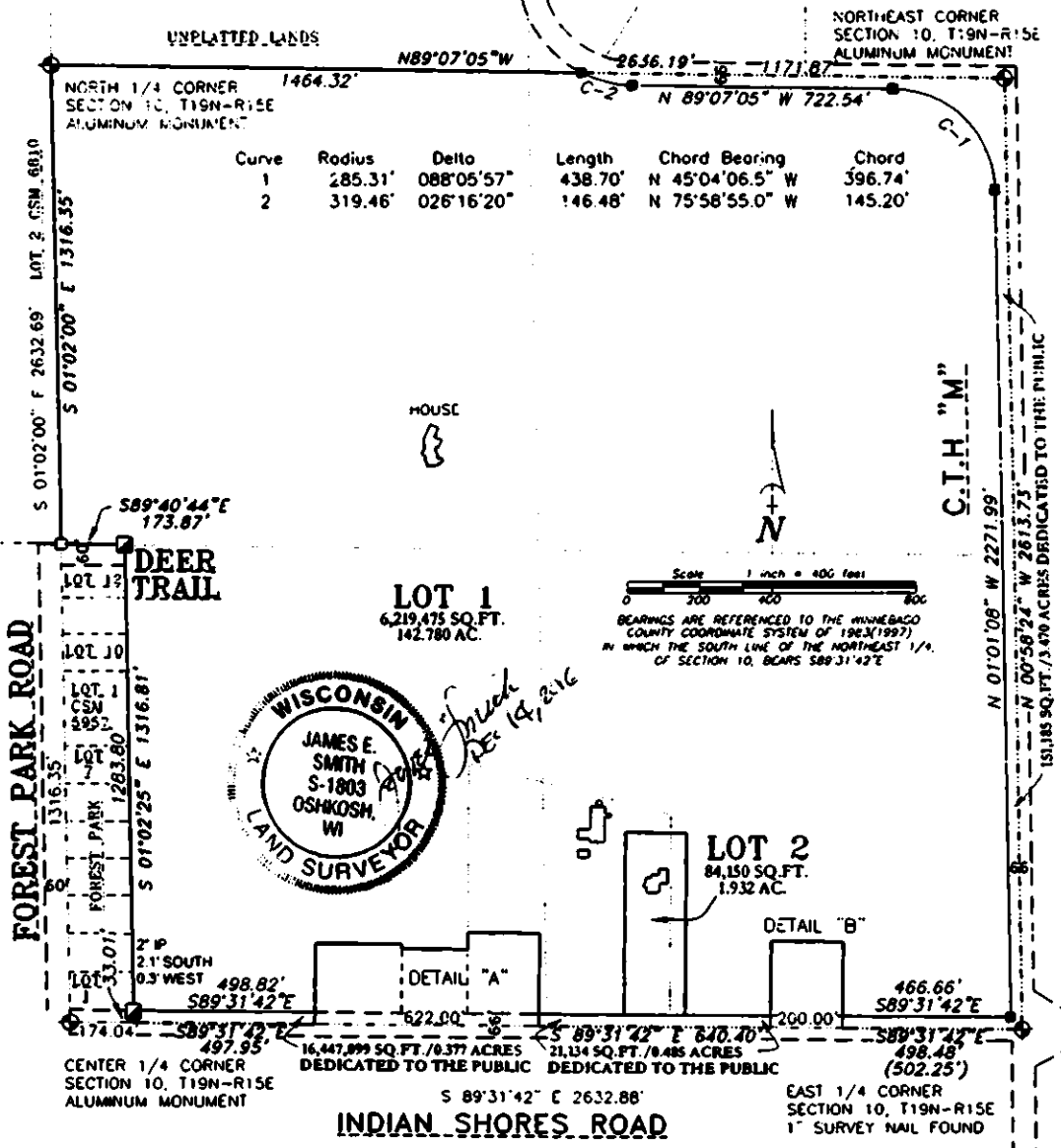
IF YOU HAVE ANY QUESTIONS, PLEASE CALL TOM AT: 920-428-3361

ALL APPLICATIONS MUST BE RECEIVED A MINIMUM OF 21 DAYS PRIOR TO THE PLAN COMMISSION MEETINGS WHICH ARE HELD THE FIRST WEDNESDAY OF EACH MONTH

CERTIFIED SURVEY MAP NO. 5755

ALL OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 10, TOWNSHIP 19 NORTH, RANGE 15 EAST, TOWN OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
ULTIMATE PROPERTIES, LLC
P.O. BOX 190
WINNECONNE, WI 54986



Martenson & Eisele, Inc.

109 West Main Street
Onro, WI 54963
www.martenson-eisele.com
P 920.685.6240 F 920.685.6340

Planning
Environmental
Surveying
Engineering
Architecture

PROJECT NO. 0-2115-001
FILE 2115001CSM SHEET 1 OF 4
This instrument was drafted by: DSI

Wings GIS

Map View | Search Options | Locator Map
Display Options | Menu | Map

Display Options

Draw	Label	Symbology & Layer Names
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Aerial Photos (2009)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Aerial Photos (2003)
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Buildings
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	Parcel Boundaries
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parcel Dimensions
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Parcel Addresses
<input type="checkbox"/>	<input type="checkbox"/>	Certified Surveys
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Floodplain
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Navigable Streams
<input type="checkbox"/>	<input type="checkbox"/>	Public Land Survey
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Shoreland Zoning
<input type="checkbox"/>	<input type="checkbox"/>	Sub-Division
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	City & Village Limits

= Not Applicable for this Layer.

030005502 | 03000561 | 0300080 | 030010302 | 030010303 | 030010304
030010305 | 030010306
0301176 | 0300082 | 0300083 | 030010406
0301168 | 030008302 | 030010405
0301166 | 030008202 | 030008301 | 030010408
INDIAN SHORES RD | FOREST PARK RD | COUNTY RD M | VADOP 356

1.00 0.50 mi | Powered by Mapserver *** | 300 360 ft

[* Profiler Tutorial *](#) | [* 8-Click Parcel Query Guide *](#) | [* Print Map - FireFox *](#) | [* Print Map - IE7&8 *](#)

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
FEBRUARY 16, 2017**

CALL TO ORDER:

Chairman Tom Snider called the regular meeting to order at 6:30 p.m. at the Winneconne Town Hall, 6494 County Rd. M, Winneconne, WI.

ROLL CALL: Chairman Tom Snider, Supervisors Wm. Benedict, Dale Burghardt, Eric Lang and Matt Woods were present. Also in attendance were Clerk Yvonne Zobel, Deputy Clerk Elizabeth Knaack, Treasurer Leota LeMere, Police Chief Brad Hanson and 4 citizens. A Board quorum was present.

PLEDGE OF ALLEGIANCE:

The Pledge of Allegiance was said in unison.

NOTICE VERIFICATION:

Clerk Zobel verified that the agenda notices were posted on February 10, 2017 at the Winneconne Town Hall, the Butte des Morts Lions Club Bldg., and the Butte des Morts Post Office. Notices were also e-mailed to The Winneconne News, The Oshkosh Northwestern and posted on the Town website.

APPROVE MINUTES OF THE JANUARY 19, 2017 BOARD MEETING:

---MOTION by Supervisor Woods, second by Supervisor Benedict to dispense with reading and approve the minutes of January 19, 2017; motion carried on a unanimous 5-0 voice vote---

TREASURER'S REPORT:

Treasurer Leota LeMere reported the following January 31, 2017 account balances:

First Merit Bank - Checking	\$ 46,370.43	State Investment - Public Safety	\$22,664.84
First Merit Bank - Savings	\$2,068,013.17	State Investment - Fire Protection	\$6,624.57
Bank First National - Savings	\$161,753.40	State Investment - Wolf Wilderness Trail	\$4,253.58
State Investment Pool - General Fund	\$149,614.17		

---MOTION by Supervisor Lang, second by Supervisor Burghardt to accept the Treasurer's report as presented; motion carried on a unanimous 5-0 voice vote---

CORRESPONDENCE:

Chairman Snider reported he had heard from East Central Wisconsin Regional Planning Commission that they would have time in 2018 to help the Town in developing a plan for investment of IDB Funds. Chairman Snider further reported that Town Attorney Matt Parmentier is willing to help the Town in regards to boundary agreements if needed. Chairman Snider read correspondence from Frank Frassetto Chairman, Town of Black Wolf, stating the pros and cons the Town of Black Wolf encountered with the City of Oshkosh regarding boundary agreements.

WINNEBAGO COUNTY SHERIFF'S DEPARTMENT ACTIVITIES REPORT:

No officer in attendance.

PUBLIC COMMENT:

None

CERTIFIED SURVEY MAP - ULTIMATE PROPERTIES LLC, INDIAN SHORES ROAD TAX PARCELS 030-0083 & 030-0083-02:

---MOTION by Supervisor Burghardt, second by Supervisor Benedict to accept the recommendation of the Plan Commission and approve the Certified Survey Map for Ultimate Properties LLC, Indian Shores Road, Tax Parcels 030-0083 and 030-0083-02; motion carried on a unanimous 5-0 voice vote---
The finding was that the map conforms to the Town's Code.

ZONING CHANGE - ULTIMATE PROPERTIES LLC, INDIAN SHORES ROAD LOT 2 OF CERTIFIED SURVEY MAP NO. 5755 TAX PARCELS 030-0083 & 030-0083-02:

---MOTION by Supervisor Burghardt, second by Supervisor Lang to accept the recommendation of the Plan Commission and approve the zoning change for Ultimate Properties LLC, Indian Shores Road, Tax Parcels 030-0083 and 030-0083-02; motion carried on a unanimous 5-0 voice vote---
The finding was that the zoning change was required by the Town's Code.

ORDINANCE 2017-01 TO AMEND CERTAIN SECTIONS OF CHAPTER 310 OF THE GENERAL CODE OF THE TOWN OF WINNECONNE:

---MOTION by Supervisor Burghardt, second by Supervisor Benedict to adopt Ordinance 2017-01 to amend certain sections of Chapter 310 of the General Code of the Town of Winneconne; motion carried on a unanimous 5-0 voice vote---

**TOWN OF WINNECONNE
BOARD MEETING MINUTES
FEBRUARY 16, 2017**

EXISTING BOUNDARY AGREEMENTS WITHIN WINNEBAGO COUNTY:

Discussion about boundary agreements took place during correspondence.

FIRE DISTRICT ACTIVITIES REPORT:

Chairman Woods reported that the Fire District Chicken Fun Night was the best ever. He also mentioned that the Fire District is still looking for an area of land upon which to build a training center.

POLICE DEPARTMENT ACTIVITIES REPORT:

Chief Hanson provided his written report for the Board. Chief Hanson also discussed the TraCs and Cradlepoint software.

ROAD MAINTENANCE REPORT:

None

BOARD ACTIVITIES REPORT:

Supervisor Woods reported on a meeting he had with Chief Olson from the Village of Winneconne. He will write up a report on what was discussed.

AUTHORIZATION FOR PAYMENT OF ACCOUNTS PAYABLE:

---MOTION by Supervisor Lang, second by Supervisor Burghardt to authorize payment of the following Accounts Payable; motion carried on a unanimous 5-0 roll call vote---

Advanced Disposal	12,132.45	Alliant Energy Co	694.81
Anderson Cleaning	85.00	AT & T	172.94
Board of Comm.	29,931.91	CenturyLink	4.13
CR Homes	300.00	Decker Supply	3,395.00
Edgerton St. Peter	40.00	Elizabeth Knaack	26.75
FleetCor	50.00	Fox Valley Tech	10.28
Great American Leasing	157.95	Lange Enterprises	65.90
Loota LeMere	32.40	Martenson & Eisele Inc.	292.50
NTD	53.95	Oshkosh Office Systems	22.81
Race Office Products	186.20	Radtke Contractors	23,066.75
Winneconne News	167.95	Tom Snider	15.51
Town of Clayton	2,290.59	Verizon Wireless	40.01
Winneconne Schools	79.32	Winn County Reg. of Deeds	75.00
Winnebago Cty. Treas	2,246.29	Winnebago Cty Treasurer	714.86
Winnebago Co.	53.64	WPS	589.86
WTA	150.00	Yvonne Zobel	20.98

Accounts Payable	\$ 77,165.74
Payroll	6,718.66
FICA/Med/Fed W/ H	1,834.91
State W/H	228.00
Tax Settlements	<u>1,629,658.08</u>
Total	\$1,715,605.39

ADJOURNMENT upon **MOTION** by Supervisor Lang, second by Supervisor Burghardt at 7:10 p.m.

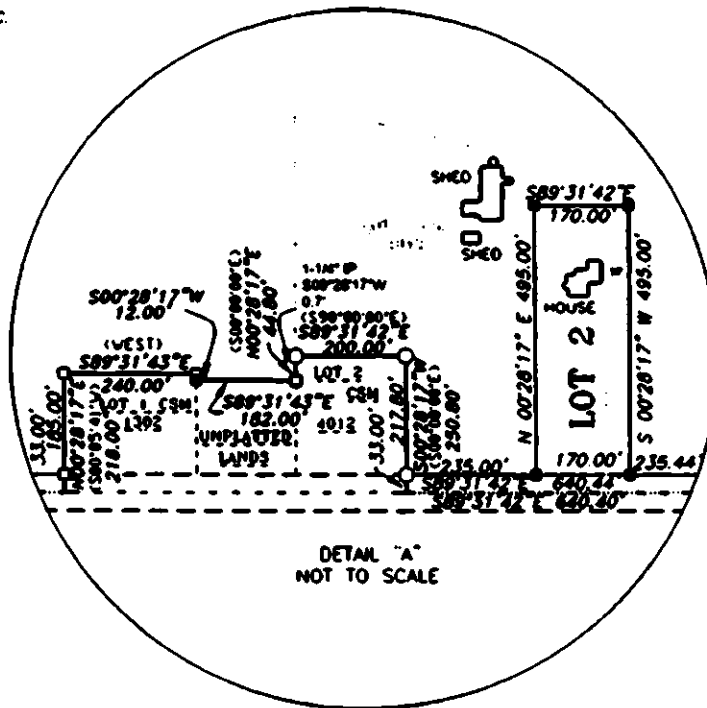
Respectfully submitted,
Yvonne Zobel, Clerk

Approved: _____
Date: _____

CERTIFIED SURVEY MAP NO. _____

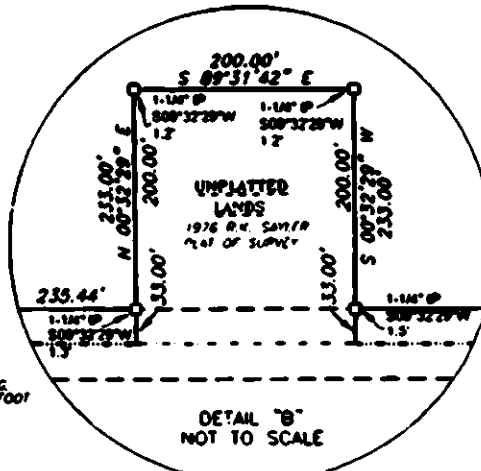
ALL OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4, ALL OF THE NORTHWEST 1/4 OF THE NORTHEAST 1/4, PART OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4, AND PART OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4, ALL IN SECTION 10, TOWNSHIP 19 NORTH, RANGE 15 EAST, TOWN OF WINNECONNE, WINNEBAGO COUNTY, WISCONSIN.

SURVEY FOR:
 ULTIMATE PROPERTIES, LLC.
 P.O. BOX 190
 WINNECONNE, WI 54986



Scale 1 inch = 400 feet

BEARINGS ARE REFERENCED TO THE WINNEBAGO COUNTY COORDINATE SYSTEM OF 1983 (1987) IN WHICH THE SOUTH LINE OF THE NORTHEAST 1/4 OF SECTION 10, BEARS S89°31'42"



LEGEND

- 1-1/2" O.D. IRON PIPE SET, 18" LONG WEIGHING 1.130 LBS PER LIN FOOT
- 1-1/2" O.D. IRON PIPE FOUND
- ⊗ 2" O.D. IRON PIPE FOUND
- 3/4" REBAR FOUND

WISCONSIN
 JAMPR E
John H. H. H.

1 200-102017

2 **RESOLUTION: Commendation for Heidi Turner**

3

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

5

6 **WHEREAS**, Heidi Turner has been employed with the Winnebago County Child Support Agency for the
7 past thirty-two (32) years, and during that time has been a most conscientious and devoted County employee; and

8 **WHEREAS**, Heidi Turner has now retired from those duties, and it is appropriate for the Winnebago County
9 Board of Supervisors to acknowledge her years of service.

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
12 appreciation and commendation be and is hereby extended to Heidi Turner for the fine services she has rendered to
13 Winnebago County.

14

15 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
16 Heidi Turner.

17

18 Respectfully submitted by:
19 **PERSONNEL AND FINANCE COMMITTEE**

20

21 Committee Vote: **4-0**

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

23

24

25 Approved by the Winnebago County Executive this _____ day of _____, 2017.

26

27

28

Mark L Harris
Winnebago County Executive

1 **201-102017**

2 **RESOLUTION: Disallow Claim of Trevor Krueger and Beth Krueger**

3

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

5

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

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Trevor Krueger and Beth Krueger, filed with the County Clerk on August 8, 2017, be and the same is hereby
13 disallowed for the reason that there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **4-0**

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

19

20 Approved by the Winnebago County Executive this ____ day of _____, 2017.

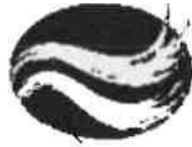
21

22

23

24

Mark L Harris
Winnebago County Executive



Winnebago County
Office of the County Clerk

The Wave of the Future

NOTICE OF CLAIM

Date: August 8, 2017

To: Doug, Linda and Joan

Re: Claim from Trevor & Beth Krueger for damage to his property (driveway) after asphalt work was being completed by the County Highway Department.

This claim will be presented to the County Board at their September 19, 2017 meeting.

August 7, 2017

In the late spring of 2016 the Winnebago County Highway Department completed the install of the finish layer of asphalt in the Blue Belle Farm Subdivision (located just SW of Omro, WI in the town of Rushford). The finished layer was laid in front of our property at 7389 Bluebird Crossing Omro, WI.

During this install the county ran up the driveway with a heavy vibrating roller to compact the asphalt. The roller ran up the driveway and back to turn. In most cases asphalt abutting concrete is finish compacted with vibrators or tampers that do not run over the concrete. The driveway was poured roughly a month prior to the asphalt work. The roller caused cracking at all control joints it crossed. The added weight stress and vibrations caused further cracking along the top edge of the is new concrete approach. The subdivision hired the county as a private contractor, to finish the asphalt project. Each homeowner paid out of pocket to have the service done by the county. During the job, is where the county damaged our property.

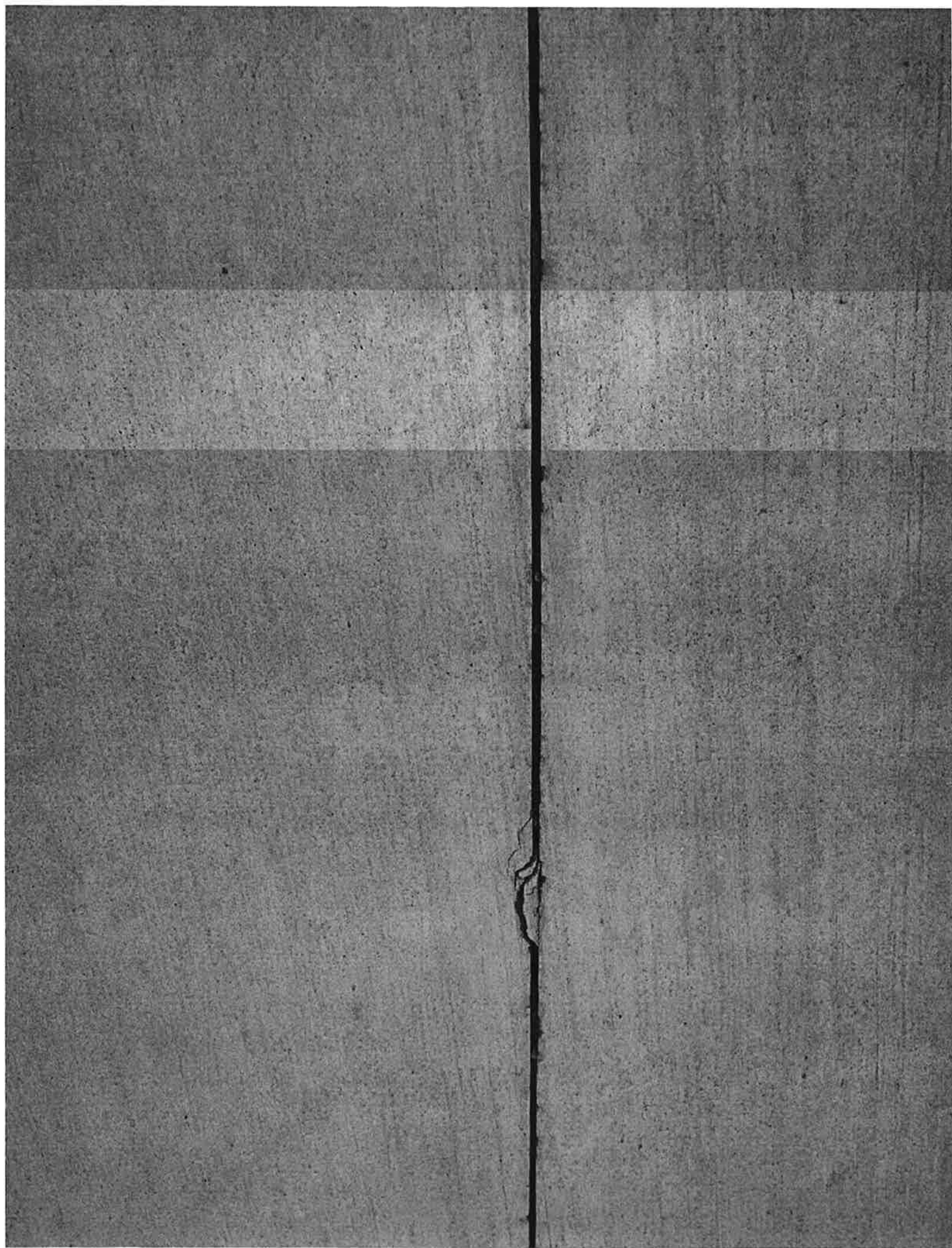
The cracking is clearly visible in the pictures taken shortly after the damage was observed. This is not frost cracking issue. It went through no freeze cycle prior to pictures being taken of the damage. The non-standard use of this equipment directly caused damage to the concrete approach of the Driveway. After almost a year and a meeting with Commissioner Ray Palonen and County Board Member Tom Egan (also on the County Highway Commission) in June, I have been authorized to submit this formal request for damage reimbursement. Attached with this letter is picture documentation and email history of the correspondence of this incident. The above actions and equipment were witnessed by myself outside our home (also a clamant for similar damages to his driveway). The pictures clearly demonstrate that the process that took place.

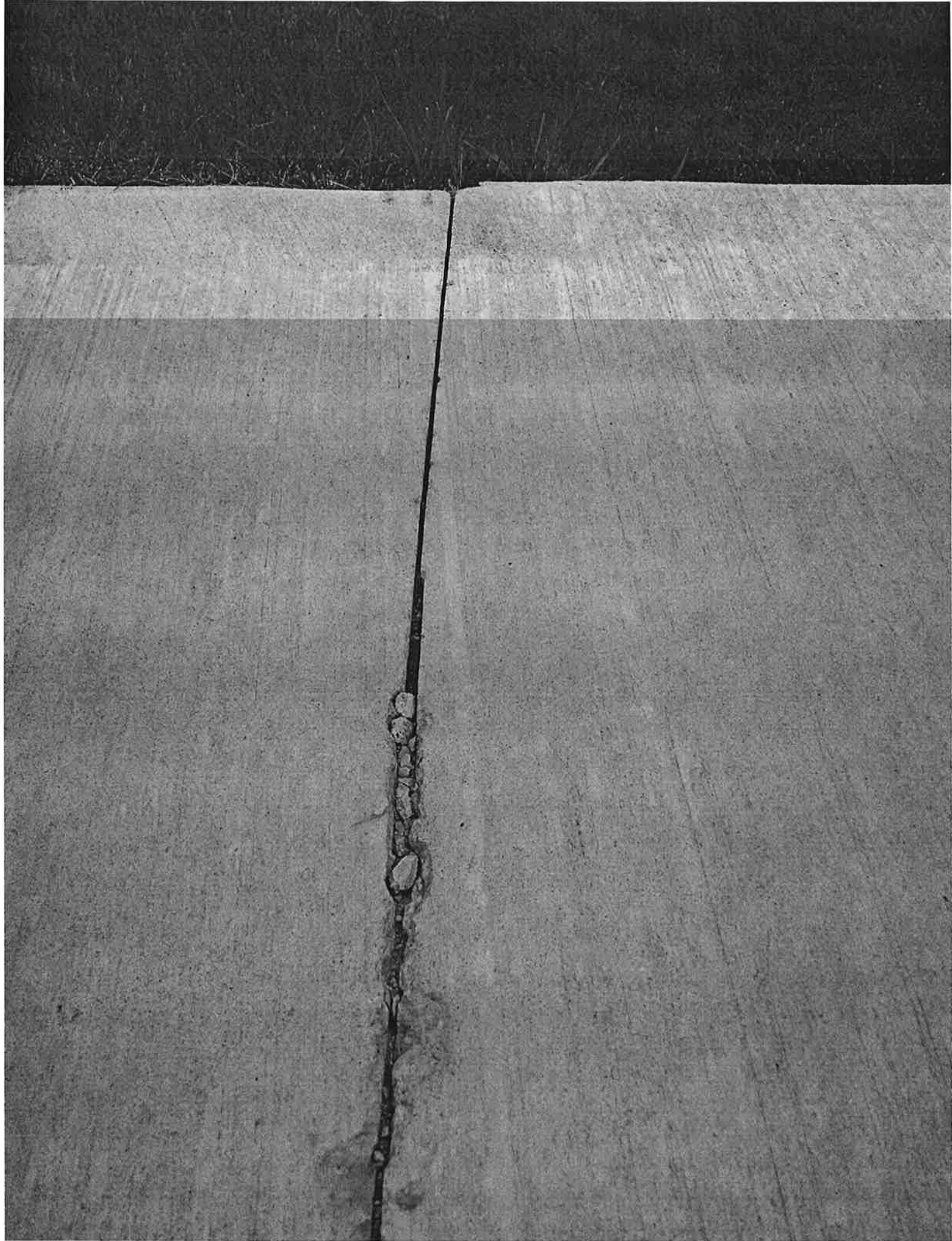
The final set of Pictures is the current state of the driveway surface and the compounded damage a year shown. This damage will continue to compound in short order diminishing the life, usefulness, and esthetics of the driveway prematurely. We are looking for the negligent damages to be covered through replacement of damaged areas.

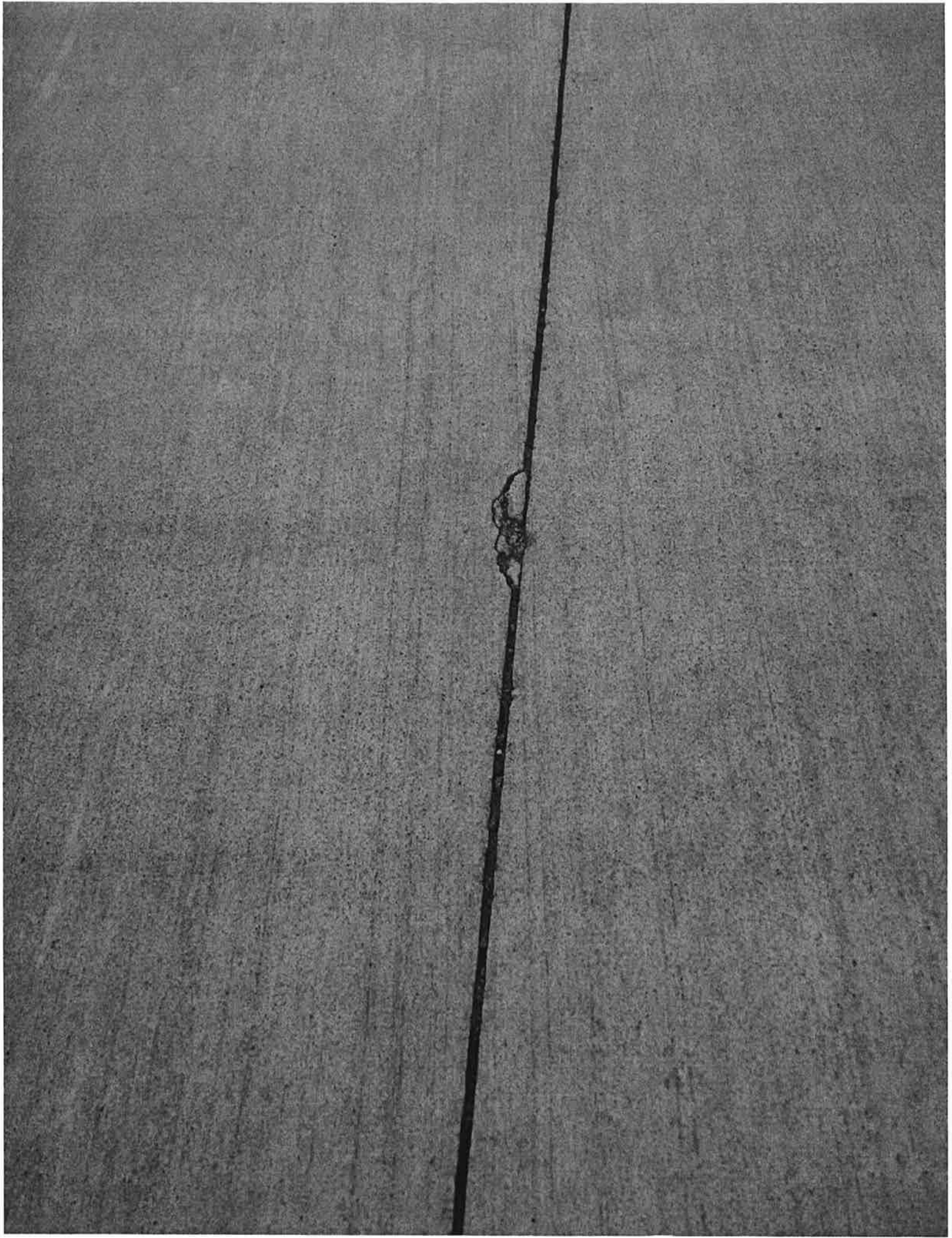
Sincerely,

 379-7776
Trevor and Beth Krueger











Jon Treleven

From: Palonen, Raymond <RPalonen@co.winnebago.wi.us>
Sent: Thursday, April 6, 2017 10:40 AM
To: Jon Treleven
Subject: RE: Treleven / Krueger Driveway

Hello Jon,

Thank you for the email, and the email history related to your driveway and the incident that occurred. Of course, being new to the department I will want to look at the driveway first hand. After I have had an opportunity to observe the condition of the driveway we can discuss what appropriate steps are warranted. I have your address and I will stop by your residence over the next few weeks to look at it, typically what is your availability to meet during the day?

Raymond G Palonen

Winnebago County Highway Commissioner
Office: (920) 232-1700
Mobile: (920) 420-2150
Email: rpalonen@co.winnebago.wi.us

From: Jon Treleven [mailto:trelevenj@sadoff.com]
Sent: Thursday, April 06, 2017 7:18 AM
To: Palonen, Raymond <RPalonen@co.winnebago.wi.us>
Subject: Treleven / Krueger Driveway

Commissioner Palonen,

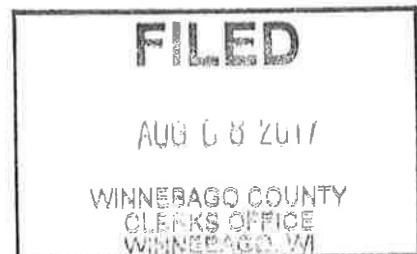
Good morning. My name is Jon Treleven and I am a county resident living just SW of Omro. The county highway department completed the road installation in our subdivision last summer. Former Commissioner Winters had visited my property located in the subdivision, reviewed the issues regarding my complaint, and had put reference in the project file to the damage caused to my driveway. He retired prior to resolution of the damage issue. The below email chain will give you a bit of background on where the issue stands currently.

Currently the driveway condition, as figured, has gotten worse with freeze thaw. There are further cracks and damage visible from the weight and vibration of the roller running up and down the driveway. I would like to get this resolved as it has taken long enough to get this far. Please let me know after you have reviewed the documentation Com. Winters left and the email chain so that we can meet to discuss a resolution.

Thank you for your time.

Jon Treleven

7389 Bluebird Crossing, Omro
920-420-1587
trelevenj@sadoff.com



From: Jon Treleven
Sent: Wednesday, January 4, 2017 2:52 PM
To: Winters, Ernest <EWinters@co.winnebago.wi.us>
Subject: RE: Treleven / Krueger Driveway

Mr. Winters,
I appreciate you getting back to me on this.

It sounds like your opinion has changed regarding this issue from our meeting this summer. The damage (as we agreed) was clearly visible and clearly caused by the counties equipment. So I don't see a reason that any potential fixes wouldn't fall to the responsibility of the county. We did agree that an immediate fix did not seem necessary as the driveway was still usable "as is." It did not make sense to tear it out at the moment. It was also agreed that there was serious potential for the cracks to enlarge and compound based on WI freeze thaw cycles. For this reason we had agreed on the letter and filing with the job number the record of this incident and causation. Your below email sounds contradictory to what we discussed.... I can appreciate that you are short on time with your current position, but this issue is mine to deal with for the remainder of my time in my home. I will certainly take this up with the next commissioner and the county board if I must. The bottom line is that damage was done to personal property by construction methods (rolling up the approach of brand new concrete with a vibrating roller) that did not match what should have been done (vibrapacking or hand packing to the edge of concrete drive). This caused a clearly visible issue that at the very least ruined it esthetically but more probably will compound to fracturing that would not have been there otherwise. This is not deniable. This was further confirmed by my concrete contractor (the same that poured it a month prior) that came out to inspect and assess the damage.

Having laid out my feelings regarding this pending issue, I will take a second to wish you, personally, a happy and healthy retirement. I sincerely hope you find your new free time rewarding. Thank you for your years of service!

Jon Treleven

FDL NF Operations Manager



THE PREFERRED CHOICE IN RECYCLING

240 W Arndt Street
Fond du Lac, WI 54935

Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

From: Winters, Ernest [<mailto:EWinters@co.winnebago.wi.us>]
Sent: Tuesday, January 03, 2017 3:08 PM
To: Jon Treleven <trelevenj@sadoff.com>
Subject: RE: Treleven / Krueger Driveway

Hi Jon,

I've got one foot out the door and have not been able to get this letter to you. I struggle with committing the department to an action that may not occur for many, many years. I did not observe any appreciable damage when I looked at your driveway. It's a big stretch to say that the County did damage.

I've put a note in my transition file regarding this issue. You may want to consider contacting the next Commissioner and asking him or her to meet with you to discuss.

Thanks.

Ernie

From: Jon Treleven [<mailto:trelevenj@sadoff.com>]
Sent: Tuesday, December 06, 2016 10:51 AM
To: Winters, Ernest <EWinters@co.winnebago.wi.us>
Subject: Treleven / Krueger Driveway

Mr. Winters –

I hear congratulations are in order on your upcoming retirement. I hope the time treats you well!

I am emailing you in search of the written confirmation we discussed this summer regarding the driveways of myself (Jon Treleven) and my neighbor, Trevor Krueger in the Blue Belle subdivision just outside Omro. You had said you would send us a written confirmation of the issue and causation that would be added to the file for review as the problems associated got worse and warranted correction. Just looking for this to maintain with our records as we would anticipate some fix needed in coming years.

Thank you and best of luck in the coming years!

Jon Treleven

FDL NF Operations Manager



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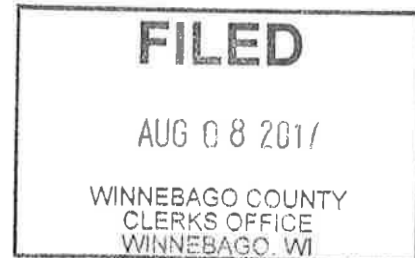


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240 W Arndt Street
Fond du Lac, WI 54935

Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

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Sent: Tuesday, January 03, 2017 3:08 PM



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Subject: RE: Treleven / Krueger Driveway

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I've put a note in my transition file regarding this issue. You may want to consider contacting the next Commissioner and asking him or her to meet with you to discuss.

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Thank you and best of luck in the coming years!

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FDL NF Operations Manager



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240 W Arndt Street
Fond du Lac, WI 54935

Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

1 **202-102017**

2 **RESOLUTION: Disallow Claim of Jon Treleven and Kirby Treleven**

3

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

5

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

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

10

11 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim
12 of Jon Treleven and Kirby Treleven, filed with the County Clerk on August 8, 2017, be and the same is hereby
13 disallowed for the reason that there is no basis for liability on the part of Winnebago County.

14

15 Submitted by:

16 **PERSONNEL AND FINANCE COMMITTEE**

17 Committee Vote: **4-0**

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

19

20 Approved by the Winnebago County Executive this ____ day of _____, 2017.

21

22

23

24

Mark L Harris
Winnebago County Executive



Winnebago County
Office of the County Clerk

The Wave of the Future

NOTICE OF CLAIM

Date: August 8, 2017

To: Doug, Linda and Joan

Re: Claim from Jon & Kirby Treleven for damage to his property (driveway) after asphalt work was being completed by the County Highway Department.

This claim will be presented to the County Board at their September 19, 2017 meeting.

In the late spring of 2016 the Winnebago County Highway Department completed the install of the finish layer of asphalt in the Blue Belle Farm Subdivision (located just SW of Omro, WI in the Town of Rushford). The finished layer was laid in front of our property at 7389 Bluebird Crossing Omro, WI.

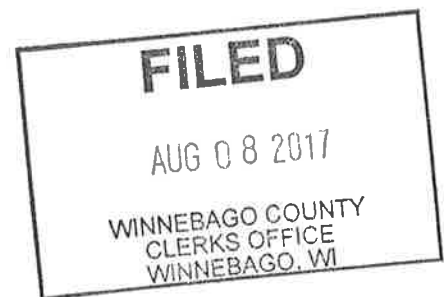
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The cracking is clearly visible in the pictures taken shortly after the damage was observed. This is not a frost cracking issue. It went through no freeze thaw cycle prior to pictures being taken of the damage. The non-standard use of this equipment directly caused damage to the concrete approach of the driveway. After almost a year and a meeting with Commissioner Ray Palonen and County Board Member Tom Egan (also on the County Highway Commission) in June, I have been authorized to submit this formal request for damage reimbursement. Attached with this letter is picture documentation and email history of the correspondence of this incident. The above actions and equipment were witnessed by Trevor Krueger (also a claimant for similar damages to his driveway). The pictures clearly demonstrate that the process that took place.

The final set of pictures is the current state of the driveway surface and the compounded damage a year has shown. This damage will continue to compound in short order diminishing the life, usefulness, and esthetics of the driveway prematurely. We are looking for the negligent damages to be covered through replacement of damaged areas.

Jon and Kirby Treleven

420-1587



Jon Treleven

From: Palonen, Raymond <RPalonen@co.winnebago.wi.us>
Sent: Thursday, April 6, 2017 10:40 AM
To: Jon Treleven
Subject: RE: Treleven / Krueger Driveway

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Winnebago County Highway Commissioner
Office: (920) 232-1700
Mobile: (920) 420-2150
Email: rpalonen@co.winnebago.wi.us

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Subject: Treleven / Krueger Driveway

Commissioner Palonen,

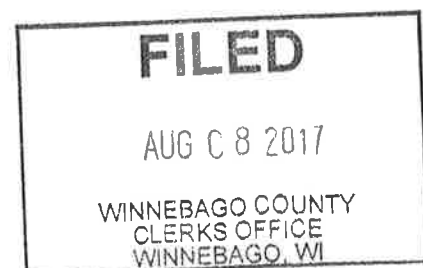
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920-420-1587
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Mr. Winters,

I appreciate you getting back to me on this.

It sounds like your opinion has changed regarding this issue from our meeting this summer. The damage (as we agreed) was clearly visible and clearly caused by the counties equipment. So I don't see a reason that any potential fixes wouldn't fall to the responsibility of the county. We did agree that an immediate fix did not seem necessary as the driveway was still usable "as is." It did not make sense to tear it out at the moment. It was also agreed that there was serious potential for the cracks to enlarge and compound based on WI freeze thaw cycles. For this reason we had agreed on the letter and filing with the job number the record of this incident and causation. Your below email sounds contradictory to what we discussed.... I can appreciate that you are short on time with your current position, but this issue is mine to deal with for the remainder of my time in my home. I will certainly take this up with the next commissioner and the county board if I must. The bottom line is that damage was done to personal property by construction methods (rolling up the approach of brand new concrete with a vibrating roller) that did not match what should have been done (vibrapacking or hand packing to the edge of concrete drive). This caused a clearly visible issue that at the very least ruined it esthetically but more probably will compound to fracturing that would not have been there otherwise. This is not deniable. This was further confirmed by my concrete contractor (the same that poured it a month prior) that came out to inspect and assess the damage.

Having laid out my feelings regarding this pending issue, I will take a second to wish you, personally, a happy and healthy retirement. I sincerely hope you find your new free time rewarding. Thank you for your years of service!

Jon Treleven

FDL NF Operations Manager



THE PREFERRED CHOICE IN RECYCLING

240 W Arndt Street
Fond du Lac, WI 54935

Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

From: Winters, Ernest [<mailto:EWinters@co.winnebago.wi.us>]
Sent: Tuesday, January 03, 2017 3:08 PM
To: Jon Treleven <trelevenj@sadoff.com>
Subject: RE: Treleven / Krueger Driveway

Hi Jon,

I've got one foot out the door and have not been able to get this letter to you. I struggle with committing the department to an action that may not occur for many, many years. I did not observe any appreciable damage when I looked at your driveway. It's a big stretch to say that the County did damage.

I've put a note in my transition file regarding this issue. You may want to consider contacting the next Commissioner and asking him or her to meet with you to discuss.

Thanks,

Ernie

From: Jon Treleven [<mailto:trelevenj@sadoff.com>]
Sent: Tuesday, December 06, 2016 10:51 AM
To: Winters, Ernest <EWinters@co.winnebago.wi.us>
Subject: Treleven / Krueger Driveway

Mr. Winters –

I hear congratulations are in order on your upcoming retirement. I hope the time treats you well!

I am emailing you in search of the written confirmation we discussed this summer regarding the driveways of myself (Jon Treleven) and my neighbor, Trevor Krueger in the Blue Belle subdivision just outside Omro. You had said you would send us a written confirmation of the issue and causation that would be added to the file for review as the problems associated got worse and warranted correction. Just looking for this to maintain with our records as we would anticipate some fix needed in coming years.

Thank you and best of luck in the coming years!

Jon Treleven

FDL NF Operations Manager

SR SADOFF IRON &
METAL COMPANY

THE PREFERRED CHOICE IN RECYCLING

240 W Arndt Street
Fond du Lac, WI 54935

Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

Jon Treleven

From: Jon Treleven
Sent: Wednesday, January 4, 2017 2:52 PM
To: Winters, Ernest
Subject: RE: Treleven / Krueger Driveway

Mr. Winters,

I appreciate you getting back to me on this.

It sounds like your opinion has changed regarding this issue from our meeting this summer. The damage (as we agreed) was clearly visible and clearly caused by the counties equipment. So I don't see a reason that any potential fixes wouldn't fall to the responsibility of the county. We did agree that an immediate fix did not seem necessary as the driveway was still usable "as is." It did not make sense to tear it out at the moment. It was also agreed that there was serious potential for the cracks to enlarge and compound based on WI freeze thaw cycles. For this reason we had agreed on the letter and filing with the job number the record of this incident and causation. Your below email sounds contradictory to what we discussed.... I can appreciate that you are short on time with your current position, but this issue is mine to deal with for the remainder of my time in my home. I will certainly take this up with the next commissioner and the county board if I must. The bottom line is that damage was done to personal property by construction methods (rolling up the approach of brand new concrete with a vibrating roller) that did not match what should have been done (vibrapacking or hand packing to the edge of concrete drive). This caused a clearly visible issue that at the very least ruined it esthetically but more probably will compound to fracturing that would not have been there otherwise. This is not deniable. This was further confirmed by my concrete contractor (the same that poured it a month prior) that came out to inspect and assess the damage.

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Jon Treleven

FDL NF Operations Manager



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Email: trelevenj@sadoff.com
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Subject: RE: Treleven / Krueger Driveway

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To: Winters, Ernest <EWinters@co.winnebago.wi.us>

Subject: Treleven / Krueger Driveway

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Thank you and best of luck in the coming years!

Jon Treleven

FDL NF Operations Manager



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Cell: 920-420-1587
Email: trelevenj@sadoff.com
visit us at: www.sadoff.com

Jon Treleven

From: Jon Treleven
Sent: Monday, September 19, 2016 8:23 AM
To: ewinters@co.winnebago.wi.us
Subject: Treleven Driveway

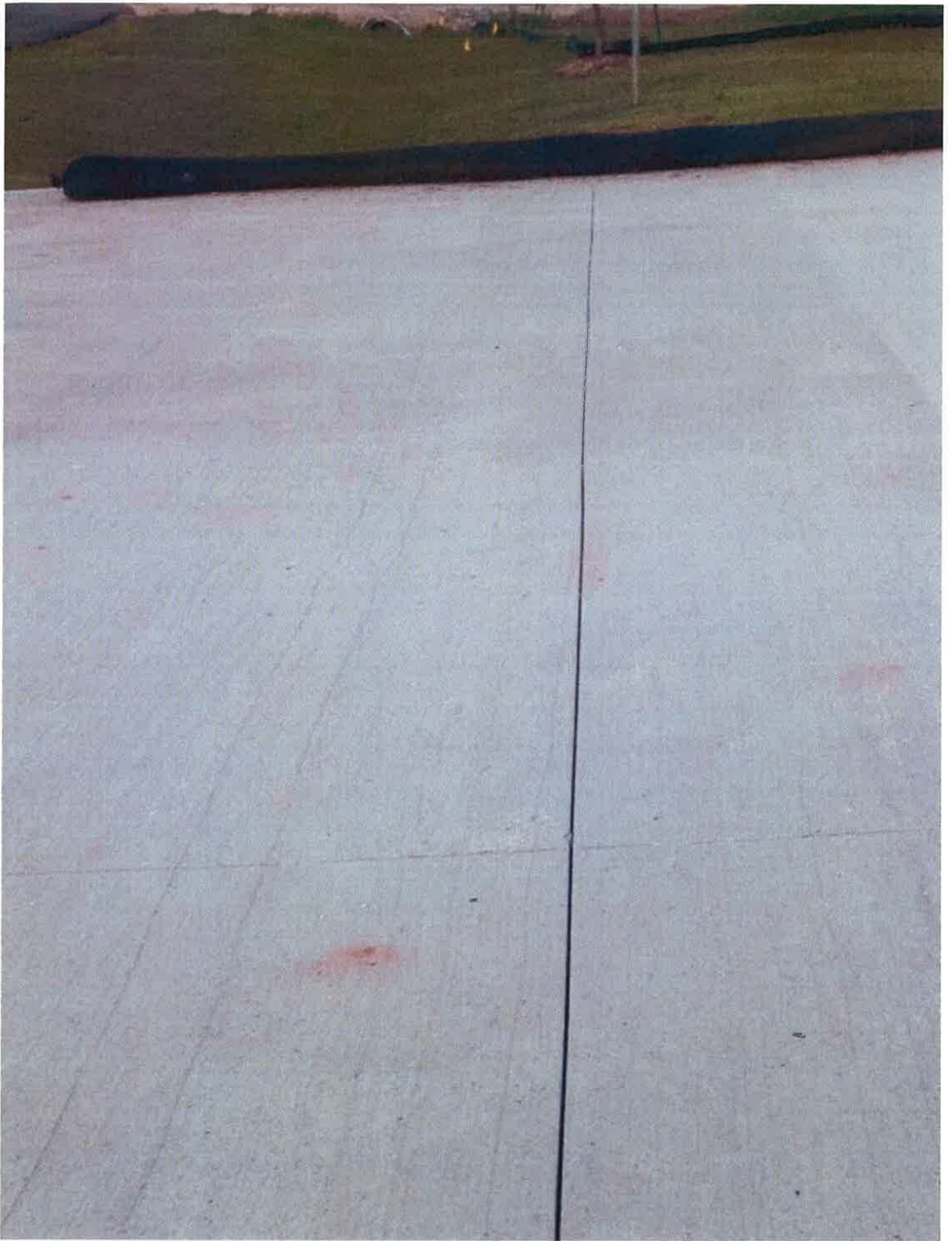
Mr. Winters –

Below are the pictures promised regarding my driveway on Bluebird Crossing.

Thank you!

FILED
AUG 08 2017
WINNEBAGO COUNTY
CLERKS OFFICE
WINNEBAGO, WI

























Jon Treleven

FDL NF Operations Manager



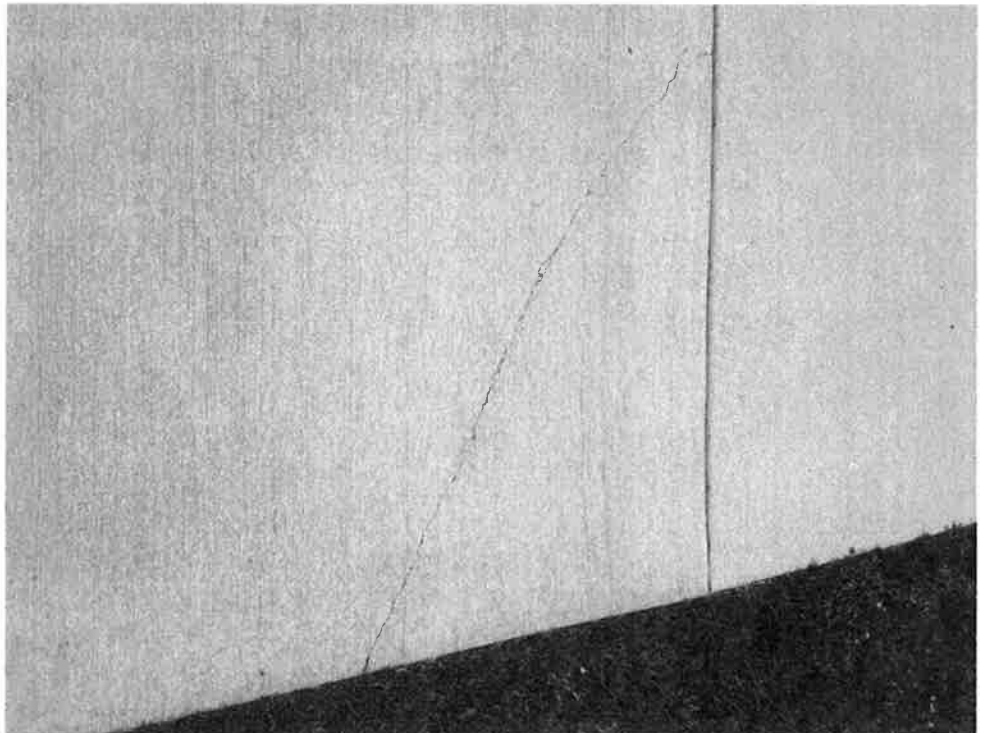
THE PREFERRED CHOICE IN RECYCLING

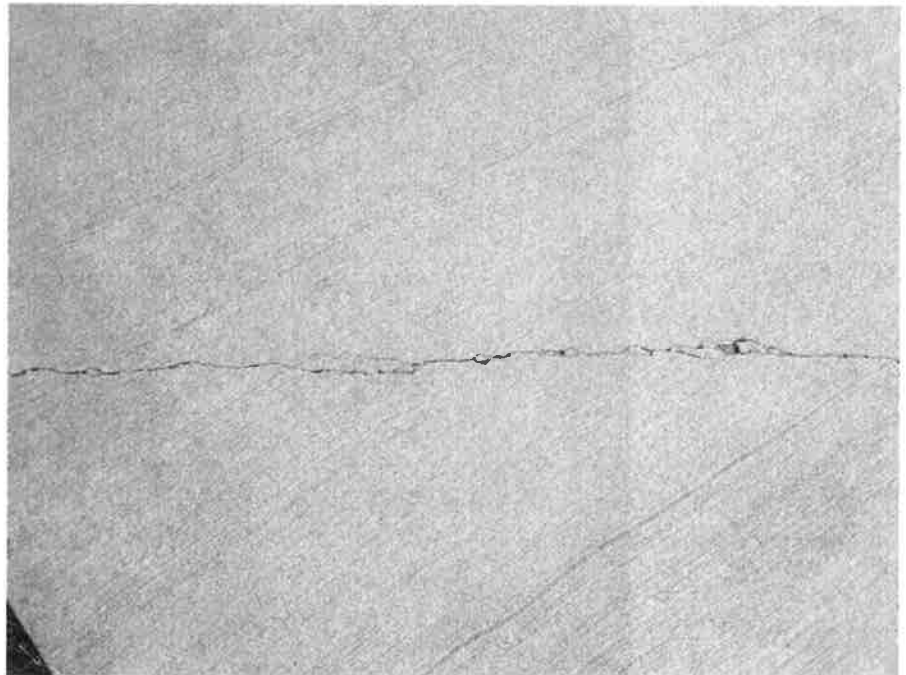
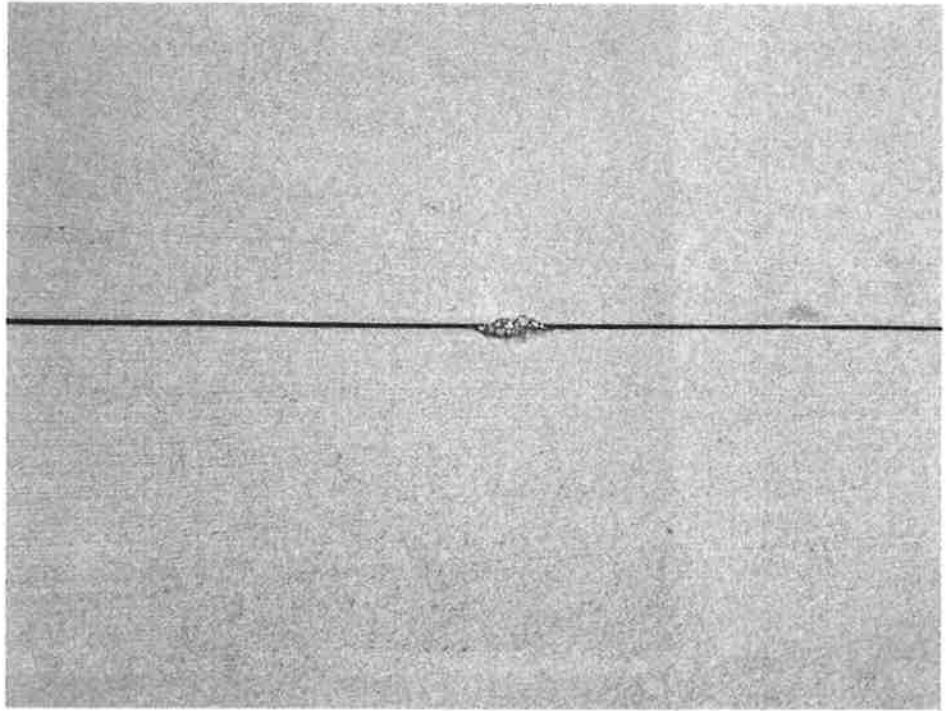
240 W Arndt Street
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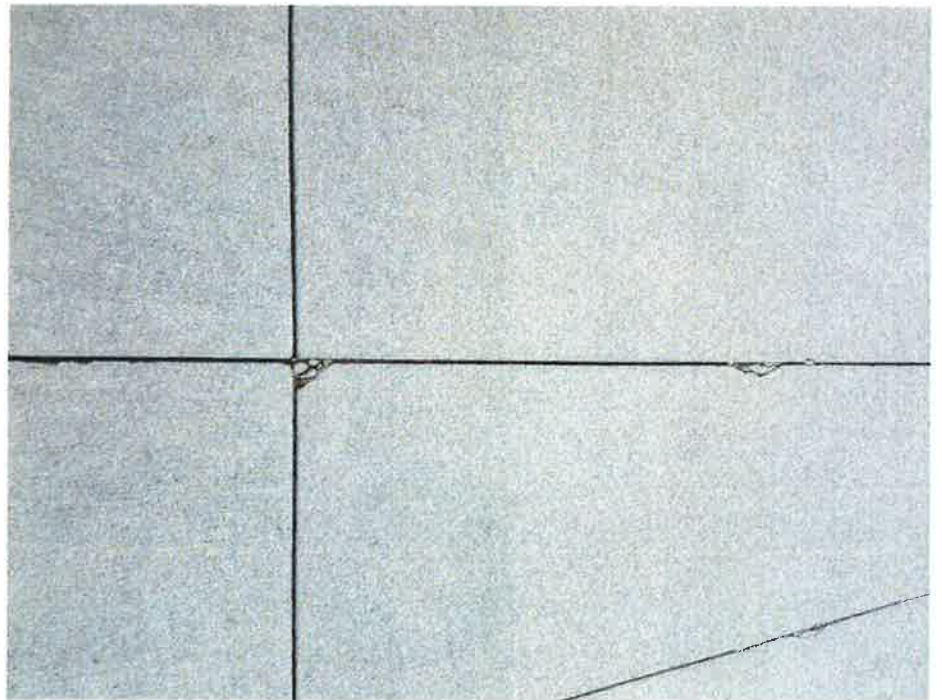
Cell: 920-420-1587

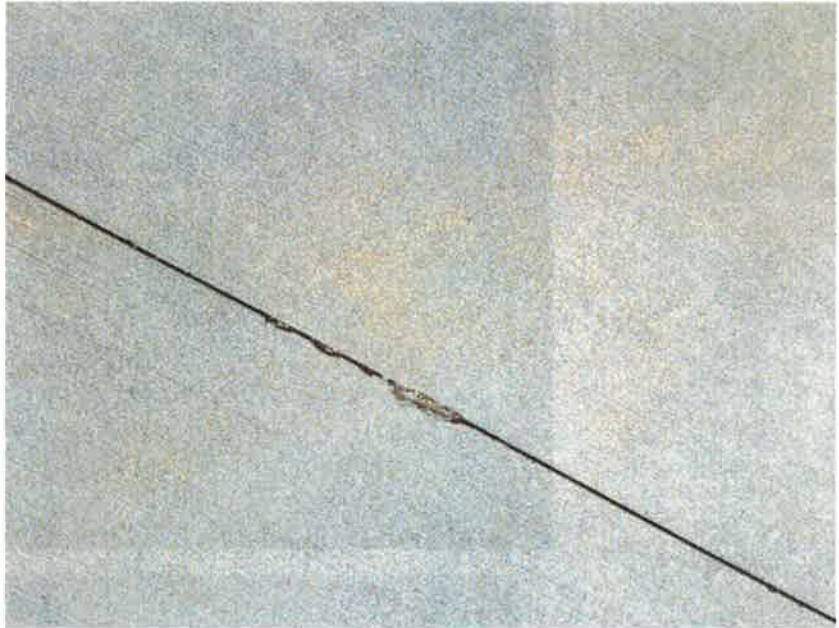
Email: trelevenj@sadoff.com

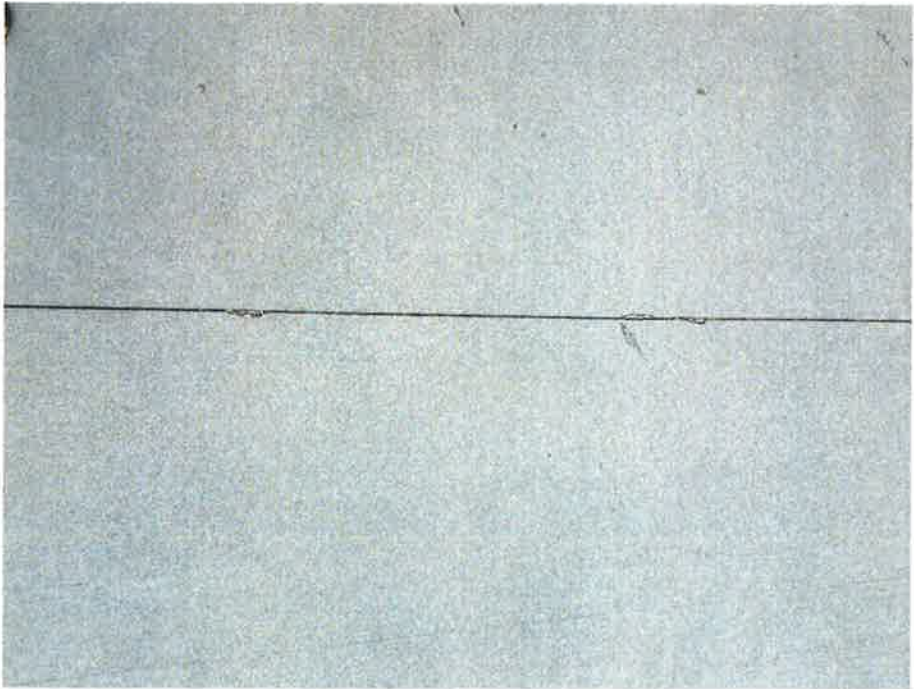
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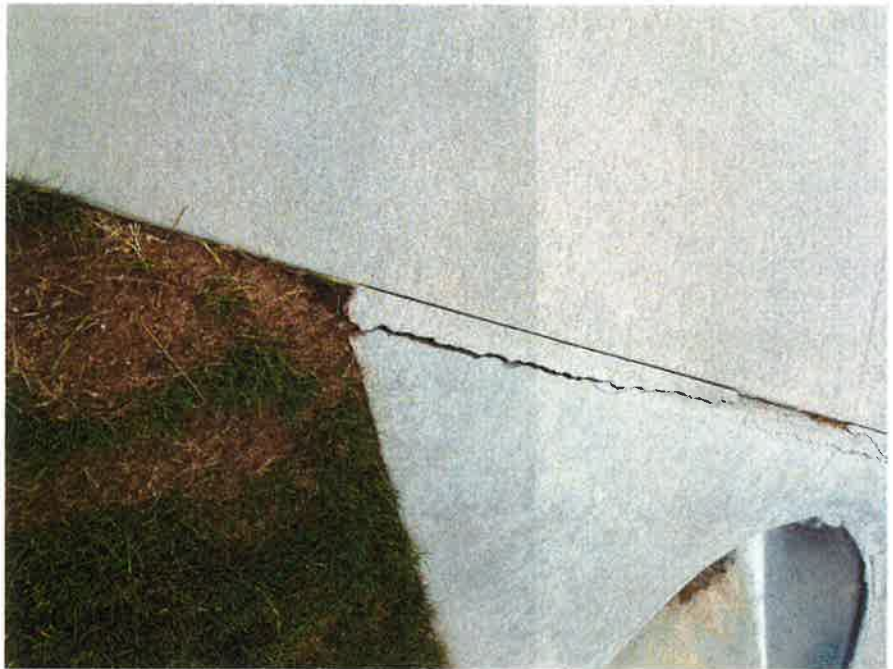












2 **RESOLUTION: Authorize Execution of a Five (5)-Year Use Agreement between**
3 **Winnebago County and Winnebagoland BMX Inc**

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

7 **WHEREAS**, Winnebagoland BMX Inc desires to enter into a five (5)-year facility use agreement for property
8 located on the exposition center grounds and recognized as the BMX track and clubhouse; and

9 **WHEREAS**, for more than thirty-two (32) years Winnebagoland BMX Inc has been a tenant in good
10 standing with Winnebago County and over time has managed to greatly improve the quality and value of the facilities
11 its utilizes while drawing very little material or financial support from Winnebago County; and

12 **WHEREAS**, Winnebagoland BMX Inc performs a tremendous service to the community by providing quality
13 BMX biking opportunities to the youth of Winnebago County; and

14 **WHEREAS**, Winnebagoland BMX Inc plays a significant role in attracting visitors to the area through an
15 ambitious schedule of BMX competitions and events, drawing interest from parties across the state and throughout
16 the upper mid-west; and

17 **WHEREAS**, it is in the best interests of Winnebago County to help accommodate the long-range scheduling
18 of said events by allowing Winnebagoland BMX Inc to secure essential programming agreements well ahead of time
19 with various state, regional, and national sanctioning bodies.

20
21 **NOW, THEREFORE, BE IT RESOLVED**, by the Winnebago County Board of Supervisors that it hereby
22 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a five (5)-year use
23 agreement with Winnebagoland BMX Inc so that the organization may continue to promote the wide-ranging physical
24 and social benefits made available to area youth through BMX program activities

25 **BE IT FURTHER RESOLVED** that any individual wishing to review this agreement may do so by
26 contacting either the Winnebago County Parks and Recreation Department or the Winnebago County Office of
27 Corporation Counsel.

28 **Fiscal Note:** Similar to other youth sports organizations who utilize Winnebago County Parks and Recreation
29 Department properties, Winnebagoland BMX Inc is not charged for use of County facilities; however,
30 Winnebagoland BMX Inc does pay for all utility fees associated with the BMX track and clubhouse.

31
32 Respectfully submitted by:
33 **PARKS AND RECREATION COMMITTEE**

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

36
37 Approved by the Winnebago County Executive this ____ day of _____, 2017.

38
39 _____
40 Mark L Harris
41 Winnebago County Executive

1 204-102017

2

3 **ORDINANCE: Amend Section 7.02 of the General Code of Winnebago County (Speed Limits on**
4 **County Trunk Highways)**

5

6

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

8 **WHEREAS**, the Winnebago County Board of Supervisors, pursuant to the authority vested upon it by the
9 State of Wisconsin, may lower the speed limits on county trunk highways to speeds below 55 miles per hour, when
10 the lowering of such speed limits is deemed to be in the best interests of the safety of the general public; and

11 **WHEREAS**, the Winnebago County Highway Committee believes that it would be in the best interests of
12 drivers and pedestrians in Winnebago County to lower the speed limit on County Trunk Highway N in the Towns of
13 Nekimi and Utica, from 55 mph to 45 mph, from its intersection with State Highway 26, westward to its intersection
14 with State Highway 44.

15

16

17 **NOW, THEREFORE, BE IT ORDAINED** by the Winnebago County Board of Supervisors as follows:
That the following Subsections of Section 7.02 of the General Code of Winnebago County be amended as follows:

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

That the following Subsections of Section 7.02 of the General Code of Winnebago County be amended as follows:

(a) That Subsections (14) – (19) are hereby renumbered chronologically to Subsections (15) – (20).

(b) That Subsection (14) is hereby amended to read as follows:

(14)COUNTY TRUNK HIGHWAY “N”.

(a) Towns of Nekimi and Utica

- 1. 45 miles per hour from its intersection with USH 26 westerly to its intersection with USH 44.***

BE IT FURTHER ORDAINED by the Winnebago County Board of Supervisors that this Ordinance shall take effect upon the latter of this Ordinance being published or this new speed limit being posted.

Respectfully submitted by:

HIGHWAY COMMITTEE

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

1 205-102017

2 **RESOLUTION: Authorize the Winnebago County Sheriff's Department to Enter into a Ten**
3 **(10)-Year Contract With Motorola Solutions Inc to Provide Software and**
4 **Equipment Support for the County-Wide P1 Computer Aided Dispatch**
5 **and Law Records Management System**

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

8 **WHEREAS**, the Winnebago County Sheriff's Department provides a county-wide Computer Aided Dispatch
9 and Law Records Management System for all law enforcement, fire, and emergency medical services within
10 Winnebago County; and

11 **WHEREAS**, the current maintenance and support agreement with Motorola Solutions Inc provided through
12 FoxComm will terminate with the dissolution of FoxComm in or around June 2018; and

13 **WHEREAS**, the P1 Computer Aided Dispatch and Law Records Management System is necessary to
14 provide first responders with dispatch and records management services; and

15 **WHEREAS**, after reviewing proposals submitted by a number of companies, the Winnebago County Sheriff
16 is recommending Winnebago County contract with Motorola Solutions Inc to provide software and equipment support
17 for the county-wide P1 Computer Aided Dispatch and Law Records Management System; and

18 **WHEREAS**, Motorola Solutions Inc will be responsible for maintenance and repair services including
19 software and equipment support, 24-hour technical support, equipment repair or replacement, and installation; and

20 **WHEREAS**, Motorola Solutions Inc will include hardware refresh in year six of the agreement, three
21 software version upgrades, and regularly-scheduled software patch upgrades during the term of the agreement; and

22 **WHEREAS**, no additional funding is necessary as the cost to operate and maintain the P1 Computer Aided
23 Dispatch and Law Records Management System has been budgeted within the Winnebago County Sheriff's
24 Department's budget.

25
26 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
27 authorizes the Winnebago County Executive and the Winnebago County Clerk to enter into a ten (10)-year contract
28 with Motorola Solutions Inc to provide support on software and equipment for the P1 Computer Aided Dispatch and
29 Law Records Management System at an annual rate of \$331,266.00.

30 Respectfully submitted by:

31 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

32 Committee Vote: **5-0**

33 Respectfully submitted by:

34 **PERSONNEL AND FINANCE COMMITTEE**

35 Committee Vote: **4-0**

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

37
38 Approved by the Winnebago County Executive this ____ day of _____, 2017.

39
40
41 _____
42 Mark L Harris
Winnebago County Executive



Maintenance and Support Agreement

Motorola Solutions, Inc., a Delaware corporation ("Motorola") having a place of business located at 7237 Church Ranch Blvd, Suite 406 Westminster, CO 80021 and Winnebago County Sheriff's Office ("Customer"), having a place of business located at 4311 Jackson Street, Oshkosh WI 54901, enter into this Maintenance and Support Agreement ("Agreement"), pursuant to which Customer will purchase and Motorola will sell the maintenance and support services as described below and in the attached exhibits. Motorola and Customer may be referred to individually as "party" and collectively as "parties."

For good and valuable consideration, the parties agree as follows:

Section 1 EXHIBITS

The Exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement will take precedence over the Exhibits and any inconsistency between the Exhibits will be resolved in the order in which they are listed below.

Exhibit A	"Covered Products, Support Options and Pricing"
Exhibit B	"Customer Support Plan"
Exhibit C	"Labor Rates"

Section 2 DEFINITIONS

"CSR" means Motorola Solutions Customer Service Request System

"Equipment" means the physical hardware purchased by Customer from Motorola pursuant to a separate System Agreement, Products Agreement, or other form of Agreement.

"Motorola" means Motorola Solutions, Inc., a Delaware corporation.

"Motorola Solutions Software" means Software that Motorola owns. The term includes Product Releases, Standard Releases, Supplemental Releases, Cumulative Updates, and On Demand Releases.

"Non-Motorola Solutions Software" means Software that a Third Party other than Motorola owns.

"Optional Technical Support Services" means fee-based technical support services that are not covered as part of the standard Technical Support Services.

"Patch" means a specific change to the Software that does not require a Release.

"Principal Period of Maintenance" or "PPM" means the specified days and times during the days, that maintenance and support services will be provided under this Agreement. The PPM selected by the Customer is indicated in the Covered Products, Support Options and Pricing Exhibit.

"Products" means the Equipment (as indicated in the Covered Products Exhibit) and Software provided by Motorola.

"Releases" means an Update or Upgrade to the Motorola Software and are characterized as "On Demand Releases," "Cumulative Updates," "Supplemental Releases," "Standard Releases," or "Product Releases." The content and timing of Releases will be at Motorola's sole discretion.

An "On Demand Release" is a limited usage release defined as a release of Motorola Software that primarily will address a high priority issue and will be issued on an "as needed" basis; an On Demand Release will be superseded by the next issued On Demand Release or Cumulative Update.

A "Cumulative Update" is defined as a release of Motorola Software that contains error corrections to an existing Standard Release that do not affect the overall structure of the Motorola Software. Cumulative Updates will be superseded by the next issued Cumulative Update.

A "Supplemental Release" is defined as an interim release of Motorola Software that contains primarily error corrections to an existing Standard Release and may contain limited improvements that do not affect the overall structure of the Motorola Software. Depending on the Customer's specific configuration, a Supplemental Release might not be applicable.

A "Standard Release" is defined as a release of Motorola Software that may contain product enhancements and improvements, such as new databases, modifications to databases, or new servers, as well as error corrections. A Standard Release may involve file and database conversions, System configuration changes, hardware changes, additional training, on-site installation, and System downtime. Standard Releases will contain all the content of prior On Demand Releases and Cumulative Updates that is reasonably available (content may not be reasonably available because of the proximity to the end of the release cycle and such content will be included in the next release).

A "Product Release" is defined as a release of Motorola Software considered to be the next generation of an existing product or a new product offering. If a question arises as to whether a Product offering is a Standard Release or a Product Release, Motorola's opinion will prevail, provided that Motorola treats the Product offering as a new Product or feature for its end user customers generally.

On Demand Releases are identified by the fifth character of the five-character release number, shown here as underlined: "1.2.0.4.a," Cumulative Updates by the fourth digit: "1.2.0.4.a," Supplemental Releases are identified by the third digit: "1.2.0.4.a," Standard Releases by the second digit: "1.2.0.4.a," and Product Releases by the first digit: "1.2.0.4.a."

"Residual Error" means a software malfunction or a programming, coding, or syntax error that causes the Software to fail to conform to the Specifications.

"Services" means those maintenance and support services described in the Customer Support Plan Exhibit and provided under this Agreement.

"Software" means the Motorola Solutions Software and Non-Motorola Solutions Software (Third Party) that is furnished with the System or Equipment.

"Specifications" means the design, form, functionality, or performance requirements described in published descriptions of the Software, and if also applicable, in any modifications to the published specifications as expressly agreed to in writing by the parties.

"Standard Business Day" means Monday through Friday, 8:00 a.m. to 5:00 p.m. local time, excluding established Motorola holidays.

"Standard Business Hour" means a sixty (60) minute period of time within a Standard Business Day(s).

"Start Date" means the date upon which this Agreement begins. The Start Date is specified in the Covered Products, Support Options and Pricing Exhibit.

"System" means the Products and Services provided by Motorola as a system and are more fully described in the Technical and Implementation Documents attached as Exhibits to a System Agreement between Customer and Motorola.

"Technical Support Services" means the remote telephonic support provided by Motorola on a standard and centralized basis concerning the Covered Products, including diagnostic services and troubleshooting to assist the Customer in ascertaining the nature of a problem being experienced by the Customer. Technical Support Services includes minor assistance concerning the use of the Software (including advising or assisting the Customer in attempting data/database recovery, database set up, client-server advice), and minor assistance or advice on installation of Releases provided under this Agreement.

“Update” means an On Demand Release, Cumulative Update, Supplemental Release or Standard Release.

“Upgrade” means a Product Release.

Section 3 SCOPE AND TERM OF SERVICES

3.1. In accordance with the provisions of this Agreement and in consideration of the payment by Customer of the price for the Services, Motorola will provide to the Customer the Services as described in this Maintenance and Support Agreement and as indicated in the Covered Products, Support Options and Pricing Exhibit. Services will apply only to the Products described in the Covered Products Exhibit.

3.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, the term of this Agreement is ten (10) years, beginning on the Start Date. Following the initial term period, this Maintenance and Support Agreement will automatically renew upon the anniversary date for successive one (1) year periods unless either party notifies the other of its intention to not renew the Agreement (in whole or part) not less than thirty (30) days before the anniversary date or requests an alternate term or this Agreement is terminated for default by a party.

3.3. This Agreement covers all copies of the specified Products listed in the Covered Products, Support Options and Pricing Exhibit that are licensed by Motorola to the Customer. If the price for Services is based upon a per unit fee, such price will be calculated on the total number of units of the Products that are licensed to Customer as of the beginning of the maintenance and support period. If, during a maintenance and support period, Customer acquires additional Products that will be covered by this Agreement, the price for maintenance and support services for the additional Products will be calculated and added to the total price either (1) if and when the maintenance and support period is renewed or (2) immediately when Customer acquires additional Products, as determined by Motorola. Motorola may adjust the price of the maintenance and support services at the time of a renewal if it provides to Customer notice of the price adjustment at least forty-five (45) days before the expiration of the maintenance and support period. If Customer notifies Motorola of its intention not to renew this Agreement as permitted by Section 3.2 and later wishes to reinstate this Agreement, it may do so with Motorola’s consent provided (a) Customer pays to Motorola the amount that it would have paid if Customer had kept this Agreement current, (b) Customer ensures that all applicable Equipment is in good operating conditions at the time of reinstatement, and (c) all copies of the specified Software listed in the Description of Covered Products are covered.

3.4. When Motorola performs Services at the location of installed Products, Customer agrees to provide to Motorola, at no charge, a non-hazardous environment for work with shelter, heat, light, and power, and with full and free access to the covered Products. Customer will provide all information pertaining to the hardware and software with which the Products are interfacing to enable Motorola to perform its obligations under this Agreement.

3.5. All Customer requests for covered Services will be made initially with the call intake center identified in the Covered Products, Support Options and Pricing Exhibit.

3.6. Motorola will provide to the Customer Technical Support Services and Releases as follows:

3.6.1. Motorola will provide Technical Support Services and correction of Residual Errors during the PPM in accordance with the Exhibits. The level of Technical Support depends upon the Customer’s selection as indicated in the Covered Products, Support Options and Pricing Exhibit. Any Technical Support Services that are performed by Motorola outside the contracted PPM and any Residual Error corrections that are outside the scope will be billed at the then current hourly rates. The objective of Technical Support Services will be to investigate specifics about the functioning of covered Products and to determine whether there is a defect in the Product. Technical Support Services will not be used in lieu of training on the covered Products.

3.6.2. Unless the Covered Products, Support Options and Pricing Exhibit expressly provides to the contrary, Motorola will provide to Customer without additional license fees an available Cumulative Update, Supplemental, or Standard Release for Motorola’s PremierOne Applications after receipt of a request from the Customer. The Customer must pay for any installation or other services and any necessary Equipment or third party software or training provided by Motorola in connection with Supplemental or Standard Releases. On

Demands and Cumulative Updates are designed to be delivered remotely. Services for onsite delivery related to On Demands and Cumulative Updates as requested by Customer will be quoted at the time of the request. Any services will be performed in accordance with a mutually agreed schedule.

3.6.3. Motorola will provide to Customer an available Product Release after receipt of a request from Customer, but Customer must pay for all additional license fees, any installation or other services, and any necessary Equipment provided by Motorola in connection with such Product Release. Motorola's duty as described in this paragraph is contingent upon Customer's then-current installation at the time of Customer's request being within two (2) Standard Release versions of the new Standard Release available for general release. Any services will be performed in accordance with a mutually agreed schedule.

3.6.4 Along with maintenance Software Releases, Motorola will make available new purchasable products, features and modules which are separate and distinct from the mainstream PremierOne line of Products. Newly released Products may have PremierOne as a pre-requisite and/or share some portion of the PremierOne code base. Customers are not entitled to these products, features and modules, or upgrades to them within this Maintenance and Support Agreement, if they have not purchased the required licenses.

3.6.5. As part of the Software development process Motorola makes every reasonable effort to lessen impact to customer operations. Any change to existing functionality is done after thorough review of customer feedback and with announcement of said change. When it's not technically feasible to meet a particular requirement Motorola will proactively communicate the changes. Beyond these efforts Motorola does not warrant that a Release will meet Customer's particular requirement, be uninterrupted or error-free, be backward compatible, or that all errors will be corrected. Errors addressed as part of the Software Release will be corrected. Full compatibility of a Release with the capabilities and functions of earlier versions of the Software may not be technically feasible. If it is technically feasible, Motorola will make available services to integrate these capabilities and functions to the updated or upgraded version of the Software, which services may be fee based.

3.6.6. Except as provided in Section 3.6.6, Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release plus the two (2) prior Standard Releases (collectively referred to in this section as "Covered Standard Releases"). Notwithstanding the preceding sentence, Motorola will provide Technical Support Services for a Severity Level 1 or 2 error concerning a Standard Release that precedes the Covered Standard Releases unless such error has been corrected by a Covered Standard Release (in which case Customer will need to have the Standard Release that fixes the reported error installed or terminate this Agreement as to the applicable Software).

3.6.7. Motorola's responsibilities under this Agreement to provide Technical Support Services will be limited to the current Standard Release concerning the following Software: Customer Service Request, Case Management, Integration Framework, and Integration Framework Express.

3.7. The Maintenance and Support Services described in this Agreement are the only covered services. Unless Optional Technical Support Services are purchased, these Services specifically exclude and Motorola will not be responsible for:

3.7.1. Any service work required due to incorrect or faulty operational conditions, including but not limited to Equipment not connected directly to an electric surge protector, or not properly maintained in accordance with the manufacturer's guidelines.

3.7.2. The repair or replacement of Products or parts resulting from failure of the Customer's facilities, Customer's personal property and/or devices connected to the System (or interconnected to devices) whether or not installed by Motorola's representatives.

3.7.3. The repair or replacement of Equipment that has become defective or damaged due to physical or chemical misuse or abuse, Customer's negligence, or from causes such as lightning, power surges, or liquids.

3.7.4. Any transmission medium, such as telephone lines, computer networks, or the worldwide web, or for Equipment malfunction caused by such transmission medium.

3.7.5. Accessories, custom or Special Products; modified units; or modified Software.

3.7.6. The repair or replacement of parts resulting from the tampering by persons unauthorized by Motorola or the failure of the System due to extraordinary uses.

3.7.7. Operation and/or functionality of Customer's personal property, equipment, and/or peripherals and any application software not provided by Motorola.

3.7.8. Services for any replacement of Products or parts directly related to the removal, relocation, or reinstallation of the System or any System component.

3.7.9. Services to diagnose technical issues caused by the installation of unauthorized components or misuse of the System.

3.7.10. Services to diagnose malfunctions or inoperability of the Software caused by changes, additions, enhancements, or modifications in the Customer's platform or in the Software.

3.7.11. Services to correct errors found to be caused by Customer-supplied data, machines, or operator failure.

3.7.12. Operational supplies, including but not limited to, printer paper, printer ribbons, toner, photographic paper, magnetic tapes and any supplies in addition to that delivered with the System; battery replacement for uninterruptible power supply (UPS); office furniture including chairs or workstations.

3.7.13. Third-party software unless specifically listed on the Covered Products Exhibit.

3.7.14. Support of any interface(s) beyond Motorola-provided port or cable, or any services that are necessary because third party hardware, software or supplies fail to conform to the specifications concerning the Products.

3.7.15. Services related to customer's failure to back up its data or failure to use a UPS system to protect against power interruptions.

3.7.16. Any design consultation such as, but not limited to, configuration analysis, consultation with Customer's third-party provider(s), and System analysis for modifications or Upgrades or Updates which are not directly related to a Residual Error report.

3.8. The Customer hereby agrees to:

3.8.1. Maintain any and all electrical and physical environments in accordance with the System manufacturer's specifications.

3.8.2. Provide standard industry precautions (e.g. back-up files) ensuring database security, per Motorola's recommended backup procedures.

3.8.3. Ensure System accessibility, which includes physical access to buildings as well as remote electronic access. Remote access can be stipulated and scheduled with the Customer; however, remote access is required and will not be substituted with on-site visits if access is not allowed or available.

3.8.4. Appoint one or more qualified employees to perform System Administration duties, including acting as a primary point of contact to Motorola's Technical Support organization for reporting and verifying problems and performing System backup. At least one member of the System Administrators group must have completed Motorola's End-User training and System Administrator training (if available). The combined skills of this System Administrators group includes proficiency with: the Products, the system platform upon which the Products operate, the operating system, database administration, network capabilities such as backing up, updating, adding, and deleting System and user information, and the client, server and stand alone personal computer hardware. The System Administrator will follow the Residual Error reporting process described herein and make all reasonable efforts to duplicate and verify problems and assign a Severity Level

according to definitions provided herein. Customer agrees to use reasonable efforts to ensure that all problems are reported and verified by the System Administrator before reporting them to Motorola. Customer will assist Motorola in determining that errors are not the product of the operation of an external system, data links between system, or network administration issues. If a Severity Level 1 or 2 Residual Error occurs, any Customer representative may contact Motorola's Customer Support by telephone, but the System Administrator must follow up with Motorola's Customer Support as soon as practical thereafter.

3.9. In performing repairs under this Agreement, Motorola may use parts that are not newly manufactured but which are warranted to be equivalent to new in performance. Parts replaced by Motorola will become Motorola's property.

3.10 Customer will permit and cooperate with Motorola so that Motorola may periodically conduct audits of Customer's records and operations pertinent to the Services, Products, and usage of application and data base management software. If the results of any such audit indicate that price has been understated, Motorola may correct the price and immediately invoice Customer for the difference (as well as any unpaid but owing license fees); however, Motorola may only correct an understated price within one (1) year of an audit.

3.11. If Customer replaces, upgrades, or modifies equipment, or replaces, upgrades, or modifies hardware or software that interfaces with the covered Products, Motorola will have the right to adjust the price for the Services to the appropriate current price for the new configuration.

3.12 Customer agrees not to attempt or apply any update(s), alteration(s), or change(s) to the database software without the prior approval of Motorola.

Section 4. RIGHT TO SUBCONTRACT AND ASSIGN

Except as provided herein, neither party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work; however, subcontracting will not relieve Motorola of its duties under this Agreement.

Section 5. PRICING, PAYMENT AND TERMS

5.1 Prices in United States dollars are shown in the Covered Products, Support Options and Pricing Exhibit. The term prices shown in the Covered Products, Support Options and Pricing Exhibit will be invoiced annually in advance of the period of service. Motorola will provide to Customer an invoice, and Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Upon contract execution, Customer will issue a Purchase Order (if applicable) to Motorola in the full amount of the Contract Price, or evidence of full funding for a multi-year agreement and will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a United States financial institution.

5.2. Overdue invoices will bear simple interest at the rate of ten percent (10%) per annum, unless such rate exceeds the maximum allowed by law, in which case it will be reduced to the maximum allowable rate.

5.3 If Customer requests, Motorola may provide services outside the scope of this Agreement or after the termination or expiration of this Agreement and Customer agrees to pay for those services. These terms and conditions and the prices in effect at the time such services are rendered will apply to those services.

5.4 Price(s) are exclusive of any taxes, duties, export or customs fees, including Value Added Tax or any other similar assessments imposed upon Motorola. If such charges are imposed upon Motorola, Customer will reimburse Motorola upon receipt of proper documentation of such assessments.

Section 6. LIMITATION OF LIABILITY

Except for personal injury or death, Motorola Solutions total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Services provided under this Agreement. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA SOLUTIONS WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT OR THE PERFORMANCE OF SERVICES BY MOTOROLA SOLUTIONS PURSUANT TO THIS AGREEMENT.** No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 7. DEFAULT/TERMINATION

7.1. If Motorola breaches a material obligation under this Agreement (unless Customer or a Force Majeure causes such failure of performance); Customer may consider Motorola to be in default. If Customer asserts a default, it will give Motorola written and detailed notice of the default. Motorola will have thirty (30) days thereafter either to dispute the assertion or provide a written plan to cure the default that is acceptable to Customer. If Motorola provides a cure plan, it will begin implementing the cure plan immediately after receipt of Customer's approval of the plan.

7.2. If Customer breaches a material obligation under this Agreement (unless Motorola or a Force Majeure causes such failure of performance); if Customer breaches a material obligation under the Software License Agreement that governs the Software covered by this Agreement; or if Customer fails to pay any amount when due under this Agreement, indicates that it is unable to pay any amount when due, indicates it is unable to pay its debts generally as they become due, files a voluntary petition under bankruptcy law, or fails to have dismissed within ninety (90) days any involuntary petition under bankruptcy law, Motorola may consider Customer to be in default. If Motorola asserts a default, it will give Customer written and detailed notice of the default and Customer will have thirty (30) days thereafter to (i) dispute the assertion, (ii) cure any monetary default (including interest), or (iii) provide a written plan to cure the default that is acceptable to Motorola. If Customer provides a cure plan, it will begin implementing the cure plan immediately after receipt of Motorola's approval of the plan.

7.3. If a defaulting party fails to cure the default as provided above in Sections 7.1 or 7.2, unless otherwise agreed in writing, the non-defaulting party may terminate any unfulfilled portion of this Agreement and may pursue any legal or equitable remedies available to it subject to the provisions of Section 6 above.

7.4. Upon the expiration or earlier termination of this Agreement, Customer and Motorola will immediately deliver to the other Party, as the disclosing Party, all Confidential Information of the other, including all copies thereof, which the other Party previously provided to it in furtherance of this Agreement. Confidential Information includes: (a) proprietary materials and information regarding technical plans; (b) any and all other information, of whatever type and in whatever medium including data, developments, trade secrets and improvements, that is disclosed by Motorola to Customer in connection with this Agreement; (c) all geographic information system, address, telephone, or like records and data provided by Customer to Motorola in connection with this Agreement that is required by law to be held confidential.

7.5 Any termination by Customer prior to the expiration of the multi-year term, for any reason other than Motorola default, will result in an early termination fee equal to the discount applied to the invoices for the multi-year term, which will be due and payable upon such early termination. Annual discounts, if any, for the multi-year term can be found on the Covered Products, Support Options and Pricing Exhibit.

Section 8. GENERAL TERMS AND CONDITIONS

8.1. Notices required under this Agreement to be given by one party to the other must be in writing and

either delivered in person or sent to the address shown below by certified mail, return receipt requested and postage prepaid (or by a recognized courier service), or by facsimile with correct answerback received, and will be effective upon receipt.

Customer: Winnebago County Sheriff's Office
Attn: Captain Greg Cianciolo
4311 Jackson Street
Oshkosh WI 54901

Motorola Solutions, Inc.
Attn: Legal, Corporate Communications & Government Affairs
500 West Monroe Street, 43rd Floor
Chicago, IL 60661

8.2. Neither party will be liable for its non-performance or delayed performance if caused by an event, circumstance, or act of a third party that is beyond such party's reasonable control.

8.3. Failure or delay by either party to exercise any right or power under this Agreement will not operate as a waiver of such right or power. For a waiver to be effective, it must be in writing signed by the waiving party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.

8.4. Customer may not assign any of its rights under this Agreement without Motorola's prior written consent.

8.5. This Agreement, including the exhibits, constitutes the entire agreement of the parties regarding the covered Maintenance and Support Services and supersedes all prior and concurrent agreements and understandings, whether written or oral, related to the services performed. Neither this Agreement nor the Exhibits may be altered, amended, or modified except by a written agreement signed by authorized representatives of both parties. Customer agrees to reference this Agreement on all purchase orders issued in furtherance of this Agreement. Neither party will be bound by any terms contained in Customer's purchase orders, acknowledgements, or other writings (even if attached to this Agreement).

8.6. This Agreement will be governed by the laws of the United States to the extent that they apply and otherwise by the laws of the State to which the Products are shipped if Licensee is a sovereign government entity or the laws of the State of Illinois if Licensee is not a sovereign government entity.

Section 9. CERTIFICATION DISCLAIMER

Motorola specifically disclaims all certifications regarding the manner in which Motorola conducts its business or performs its obligations under this Agreement, unless such certifications have been expressly accepted and signed by an authorized signatory of Motorola.

Section 10. COMPLIANCE WITH APPLICABLE LAWS

The Parties will at all times comply with all applicable regulations, licenses and orders of their respective countries relating to or in any way affecting this Agreement and the performance by the Parties of this Agreement. Each Party, at its own expense, will obtain any approval or permit required in the performance of its obligations. Neither Motorola nor any of its employees is an agent or representative of Customer.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be duly executed as of the day and year first written above:

MOTOROLA SOLUTIONS, INC.

WINNEBAGO COUNTY SHERIFF'S OFFICE

By: _____

By: _____

Name: Chris Carroll

Name: _____

Title: MSSSI Vice President and Director, Sales

Title: _____

Date: July 26, 2017

Date: _____

Exhibit A

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

CUSTOMER AGENCY	Winnebago County Sheriff's Office	BILLING AGENCY	Winnebago County Sheriff's Office
Address	4311 Jackson Street	Address	4311 Jackson Street
City, State, Zip	Oshkosh WI 54901	City, State, Zip	Oshkosh WI 54901
Contact Name	Greg Cianciolo	Contact Name	Greg Cianciolo
Contact Title	Captain	Contact Title	Captain
Telephone Number	(920) 236-7337	Telephone Number	(920) 236-7337
Email Address	gcianciolo@co.winnebago.wi.us	Email Address	gcianciolo@co.winnebago.wi.us

For support and updates on products below, please contact Motorola's Public Safety Application's Customer Support: (800) 323-9949 Option 2, Option 6, then select the corresponding prompt by product

Site Identification Numbers

Product Group	Site Identification Number	Phone Prompt
PremierOne CAD™	PSA229400_(CAD)	1
PremierOne Mobile™	PSA229400_(PMDC)	3
PremierOne Records™	PSA229400_(RMS)	2

Standard Services Include:

Customer Support Plan	Virtual Private Network VPN Tool
Case Management 24x7	Software Releases, as defined
Technical Support 9x5	System Self Monitoring Tools (P1)
Third-party Vendor Coordination	Microsoft Embedded Maintenance
On-site Support (when applicable)	Access to Users Group Site

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 1 Term Fees	YEAR 2 Term Fees
PREMIERONE CAD™	PremierOne Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$6,551.00	\$6,551.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	INCLUDED	INCLUDED
	PremierOne Reporting Service Server License		1	\$2,621.00	\$2,621.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,966.00	\$1,966.00
	PremierOne CAD™ Server License (Primary)		1	\$19,656.00	\$19,656.00
	PremierOne CAD™ AVL Module License		1	\$9,173.00	\$9,173.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		18	\$68,405.00	\$68,405.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		50	\$13,105.00	\$13,105.00
PREMIERONE MOBILE™	PremierOne Mobile™ Server License (Primary)	24x7	1	\$13,105.00	\$13,105.00
	PremierOne Mobile™ Mapping Server License - HA Config w/1 Primary Server		1	\$6,551.00	\$6,551.00
	PremierOne Mobile™ Client License (Per MDT License)		165	\$27,676.00	\$27,676.00
	PremierOne Mobile™ Mapping Client License (Per MDT License)		9	\$1,509.00	\$1,509.00
PREMIERONE CAD™ TOTAL				\$121,477.00	\$121,477.00
PREMIERONE MOBILE™ TOTAL				\$48,841.00	\$48,841.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 1 Term Fees	YEAR 2 Term Fees
PREMIERONE INTERFACES – ADD-ON	State IBR	24x7	1	\$9,924.00	\$9,924.00
	TraCS Citation		1	\$1,985.00	\$1,985.00
	TraCS CRASH		1	\$1,985.00	\$1,985.00
	VINE		1	\$1,985.00	\$1,985.00
	Identix Livescan		1	\$2,757.00	\$2,757.00
	Northpointe		1	\$4,136.00	\$4,136.00
	eReferral		1	\$2,757.00	\$2,757.00
	Wisconsin Justice Information Sharing (WIJIS)		1	\$4,136.00	\$4,136.00
	SMTP Server Interface		1	\$1,985.00	\$1,985.00
	CAD to CAD Interface		1	\$7,443.00	\$7,443.00
PREMIERONE RECORDS™ - ADD-ON	PremierOne Records™ Reporting Service Server License	24x7	1	\$1,693.00	\$1,693.00
	PremierOne Records™ Tier 2 Server License (51 to 500 users)		1	\$10,188.00	\$10,188.00
	PremierOne Records Client License		133	\$16,949.00	\$16,949.00
	Property & Evidence		1	\$4,240.00	\$4,240.00
	PremieOne Records™ Jail Booking and Detention		1	\$8,490.00	\$8,490.00
PREMIERONE INTERFACES TOTAL				\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ TOTAL				\$41,560.00	\$41,560.00
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$250,971.00	\$250,971.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	YEAR 1 Term Fees	YEAR 2 Term Fees
Microsoft®	Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	24x7	6	\$9,990.00	\$9,990.00
	Microsoft SQL Svr Std Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic		8	\$3,425.00	\$3,425.00
	Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded Maintenance MVL 1License 2Proc		3	\$2,374.00	\$2,374.00
VMWare	VMWare vSphere Ent+ CPU Maintenance	24x7	7	\$7,408.00	\$7,408.00
	VMWare vCenter Maintenance		1	\$1,513.00	\$1,513.00
TimeKeeper	TimeKeeper Server Maintenance	9x5	1	\$2,316.00	\$2,316.00
	TimeKeeper Multi-clock client Maintenance		6	\$1,784.00	\$1,784.00
	TimeKeeper Single-clock Client Maintenance		18	\$868.00	\$868.00
Motorola	Query Software	24x7	1	\$2,321.00	\$2,321.00
Extreme Networks	Extreme Networks Summit X620-16t switch	24x7	3	\$1,741.00	\$1,741.00
Fortinet	FortiGate-600D (8) 10/100/1000 accelerated ports, (2) 10/100/1000 ports and 32GB onboard storage	24x7	2	\$4,177.00	\$4,177.00
SolarWinds	SolarWinds Network Performance Monitor SL100 License	24x7	1	\$982.00	\$982.00
	SolarWinds NetFlow Traffic Analyzer SL100 License		1	\$657.00	\$657.00
F5	F5 BIG-IP LTM 1G Load Balancer	24x7	2	\$5,121.00	\$5,121.00
Nimble	Nimble Storage CS1000 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	24x7	1	\$4,801.00	\$4,801.00
HPE	HPE DL360c Gen9 w/dual E5-2687Wv4, 384 GB RAM, 2 NIC, 2 x 8GB microSD --Host Server	24x7	3	\$5,314.00	\$5,314.00
	HPE DL360 G9 w/ single E5-2660v3, 128 GB RAM, 1.2TB HDD -- Monitor Server		1	\$1,266.00	\$1,266.00
	HPE StoreOnce 3520		1	\$1,752.00	\$1,752.00
	HPE Data Protector Software		1	\$487.00	\$487.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON TOTAL				\$58,297.00	\$58,297.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 3 Term Fees	YEAR 4 Term Fees
PREMIERONE CAD™	PremierOne Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$6,551.00	\$6,551.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	INCLUDED	INCLUDED
	PremierOne Reporting Service Server License		1	\$2,621.00	\$2,621.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,966.00	\$1,966.00
	PremierOne CAD™ Server License (Primary)		1	\$19,656.00	\$19,656.00
	PremierOne CAD™ AVL Module License		1	\$9,173.00	\$9,173.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		18	\$68,405.00	\$68,405.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		50	\$13,105.00	\$13,105.00
PREMIERONE MOBILE™	PremierOne Mobile™ Server License (Primary)	24x7	1	\$13,105.00	\$13,105.00
	PremierOne Mobile™ Mapping Server License - HA Config w/1 Primary Server		1	\$6,551.00	\$6,551.00
	PremierOne Mobile™ Client License (Per MDT License)		165	\$27,676.00	\$27,676.00
	PremierOne Mobile™ Mapping Client License (Per MDT License)		9	\$1,509.00	\$1,509.00
PREMIERONE INTERFACES – ADD-ON	State IBR	24x7	1	\$9,924.00	\$9,924.00
	TraCS Citation		1	\$1,985.00	\$1,985.00
	TraCS CRASH		1	\$1,985.00	\$1,985.00
	VINE		1	\$1,985.00	\$1,985.00
	Identix Livescan		1	\$2,757.00	\$2,757.00
	Northpointe		1	\$4,136.00	\$4,136.00
	eReferral		1	\$2,757.00	\$2,757.00
	Wisconsin Justice Information Sharing (WIJIS)		1	\$4,136.00	\$4,136.00
	SMTP Server Interface		1	\$1,985.00	\$1,985.00
CAD to CAD Interface	1	\$7,443.00	\$7,443.00		
PREMIERONE RECORDS™ - ADD-ON	PremierOne Records™ Reporting Service Server License	24x7	1	\$1,693.00	\$1,693.00
	PremierOne Records™ Tier 2 Server License (51 to 500 users)		1	\$10,188.00	\$10,188.00
	PremierOne Records Client License		133	\$16,949.00	\$16,949.00
	Property & Evidence		1	\$4,240.00	\$4,240.00
	PremieOne Records™ Jail Booking and Detention		1	\$8,490.00	\$8,490.00
PREMIERONE CAD™ TOTAL				\$121,477.00	\$121,477.00
PREMIERONE MOBILE™ TOTAL				\$48,841.00	\$48,841.00
PREMIERONE INTERFACES TOTAL				\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ TOTAL				\$41,560.00	\$41,560.00
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$250,971.00	\$250,971.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	YEAR 3 Term Fees	YEAR 4 Term Fees
Microsoft®	Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	24x7	6	\$9,990.00	\$9,990.00
	Microsoft SQL Svr Std Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic		8	\$3,425.00	\$3,425.00
	Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded Maintenance MVL 1License 2Proc		3	\$2,374.00	\$2,374.00
VMWare	VMWare vSphere Ent+ CPU Maintenance	24x7	7	\$7,408.00	\$7,408.00
	VMWare vCenter Maintenance		1	\$1,513.00	\$1,513.00
TimeKeeper	TimeKeeper Server Maintenance	9x5	1	\$2,316.00	\$2,316.00
	TimeKeeper Multi-clock client Maintenance		6	\$1,784.00	\$1,784.00
	TimeKeeper Single-clock Client Maintenance		18	\$868.00	\$868.00
Motorola	Query Software	24x7	1	\$2,321.00	\$2,321.00
Extreme Networks	Extreme Networks Summit X620-16t switch	24x7	3	\$1,741.00	\$1,741.00
Fortinet	FortiGate-600D (8) 10/100/1000 accelerated ports, (2) 10/100/1000 ports and 32GB onboard storage	24x7	2	\$4,177.00	\$4,177.00
SolarWinds	SolarWinds Network Performance Monitor SL100 License	24x7	1	\$982.00	\$982.00
	SolarWinds NetFlow Traffic Analyzer SL100 License		1	\$657.00	\$657.00
F5	F5 BIG-IP LTM 1G Load Balancer	24x7	2	\$5,121.00	\$5,121.00
Nimble	Nimble Storage CS1000 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	24x7	1	\$4,801.00	\$4,801.00
HPE	HPE DL360c Gen9 w/dual E5-2687Wv4, 384 GB RAM, 2 NIC, 2 x 8GB microSD --Host Server	24x7	3	\$5,314.00	\$5,314.00
	HPE DL360 G9 w/ single E5-2660v3, 128 GB RAM, 1.2TB HDD -- Monitor Server		1	\$1,266.00	\$1,266.00
	HPE StoreOnce 3520		1	\$1,752.00	\$1,752.00
	HPE Data Protector Software		1	\$487.00	\$487.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON TOTAL				\$58,297.00	\$58,297.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 5 Term Fees	YEAR 6 Term Fees
PREMIERONE CAD™	PremierOne Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$6,551.00	\$6,551.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	INCLUDED	INCLUDED
	PremierOne Reporting Service Server License		1	\$2,621.00	\$2,621.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,966.00	\$1,966.00
	PremierOne CAD™ Server License (Primary)		1	\$19,656.00	\$19,656.00
	PremierOne CAD™ AVL Module License		1	\$9,173.00	\$9,173.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		18	\$68,405.00	\$68,405.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		50	\$13,105.00	\$13,105.00
PREMIERONE MOBILE™	PremierOne Mobile™ Server License (Primary)	24x7	1	\$13,105.00	\$13,105.00
	PremierOne Mobile™ Mapping Server License - HA Config w/1 Primary Server		1	\$6,551.00	\$6,551.00
	PremierOne Mobile™ Client License (Per MDT License)		165	\$27,676.00	\$27,676.00
	PremierOne Mobile™ Mapping Client License (Per MDT License)		9	\$1,509.00	\$1,509.00
PREMIERONE INTERFACES – ADD-ON	State IBR	24x7	1	\$9,924.00	\$9,924.00
	TraCS Citation		1	\$1,985.00	\$1,985.00
	TraCS CRASH		1	\$1,985.00	\$1,985.00
	VINE		1	\$1,985.00	\$1,985.00
	Identix Livescan		1	\$2,757.00	\$2,757.00
	Northpointe		1	\$4,136.00	\$4,136.00
	eReferral		1	\$2,757.00	\$2,757.00
	Wisconsin Justice Information Sharing (WIJIS)		1	\$4,136.00	\$4,136.00
	SMTP Server Interface		1	\$1,985.00	\$1,985.00
	CAD to CAD Interface		1	\$7,443.00	\$7,443.00
PREMIERONE RECORDS™ - ADD-ON	PremierOne Records™ Reporting Service Server License	24x7	1	\$1,693.00	\$1,693.00
	PremierOne Records™ Tier 2 Server License (51 to 500 users)		1	\$10,188.00	\$10,188.00
	PremierOne Records Client License		133	\$16,949.00	\$16,949.00
	Property & Evidence		1	\$4,240.00	\$4,240.00
	PremieOne Records™ Jail Booking and Detention		1	\$8,490.00	\$8,490.00
PREMIERONE CAD™ TOTAL				\$121,477.00	\$121,477.00
PREMIERONE MOBILE™ TOTAL				\$48,841.00	\$48,841.00
PREMIERONE INTERFACES TOTAL				\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ TOTAL				\$41,560.00	\$41,560.00
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$250,971.00	\$250,971.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	YEAR 5 Term Fees	YEAR 6 Term Fees
Microsoft®	Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	24x7	6	\$9,990.00	\$9,990.00
	Microsoft SQL Svr Std Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic		8	\$3,425.00	\$3,425.00
	Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded Maintenance MVL 1License 2Proc		3	\$2,374.00	\$2,374.00
VMWare	VMWare vSphere Ent+ CPU Maintenance	24x7	7	\$7,408.00	\$7,408.00
	VMWare vCenter Maintenance		1	\$1,513.00	\$1,513.00
TimeKeeper	TimeKeeper Server Maintenance	9x5	1	\$2,316.00	\$2,316.00
	TimeKeeper Multi-clock client Maintenance		6	\$1,784.00	\$1,784.00
	TimeKeeper Single-clock Client Maintenance		18	\$868.00	\$868.00
Motorola	Query Software	24x7	1	\$2,321.00	\$2,321.00
Extreme Networks	Extreme Networks Summit X620-16t switch	24x7	3	\$1,741.00	\$1,741.00
Fortinet	FortiGate-600D (8) 10/100/1000 accelerated ports, (2) 10/100/1000 ports and 32GB onboard storage	24x7	2	\$4,177.00	\$4,177.00
SolarWinds	SolarWinds Network Performance Monitor SL100 License	24x7	1	\$982.00	\$982.00
	SolarWinds NetFlow Traffic Analyzer SL100 License		1	\$657.00	\$657.00
F5	F5 BIG-IP LTM 1G Load Balancer	24x7	2	\$5,121.00	\$5,121.00
Nimble	Nimble Storage CS1000 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	24x7	1	\$4,801.00	\$4,801.00
HPE	HPE DL360c Gen9 w/dual E5-2687Wv4, 384 GB RAM, 2 NIC, 2 x 8GB microSD --Host Server	24x7	3	\$5,314.00	\$5,314.00
	HPE DL360 G9 w/ single E5-2660v3, 128 GB RAM, 1.2TB HDD -- Monitor Server		1	\$1,266.00	\$1,266.00
	HPE StoreOnce 3520		1	\$1,752.00	\$1,752.00
	HPE Data Protector Software		1	\$487.00	\$487.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON TOTAL				\$58,297.00	\$58,297.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 7 Term Fees	YEAR 8 Term Fees
PREMIERONE CAD™	PremierOne Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$6,551.00	\$6,551.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	INCLUDED	INCLUDED
	PremierOne Reporting Service Server License		1	\$2,621.00	\$2,621.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,966.00	\$1,966.00
	PremierOne CAD™ Server License (Primary)		1	\$19,656.00	\$19,656.00
	PremierOne CAD™ AVL Module License		1	\$9,173.00	\$9,173.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		18	\$68,405.00	\$68,405.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		50	\$13,105.00	\$13,105.00
PREMIERONE MOBILE™	PremierOne Mobile™ Server License (Primary)	24x7	1	\$13,105.00	\$13,105.00
	PremierOne Mobile™ Mapping Server License - HA Config w/1 Primary Server		1	\$6,551.00	\$6,551.00
	PremierOne Mobile™ Client License (Per MDT License)		165	\$27,676.00	\$27,676.00
	PremierOne Mobile™ Mapping Client License (Per MDT License)		9	\$1,509.00	\$1,509.00
PREMIERONE INTERFACES – ADD-ON	State IBR	24x7	1	\$9,924.00	\$9,924.00
	TraCS Citation		1	\$1,985.00	\$1,985.00
	TraCS CRASH		1	\$1,985.00	\$1,985.00
	VINE		1	\$1,985.00	\$1,985.00
	Identix Livescan		1	\$2,757.00	\$2,757.00
	Northpointe		1	\$4,136.00	\$4,136.00
	eReferral		1	\$2,757.00	\$2,757.00
	Wisconsin Justice Information Sharing (WIJIS)		1	\$4,136.00	\$4,136.00
	SMTP Server Interface		1	\$1,985.00	\$1,985.00
	CAD to CAD Interface		1	\$7,443.00	\$7,443.00
PREMIERONE RECORDS™ - ADD-ON	PremierOne Records™ Reporting Service Server License	24x7	1	\$1,693.00	\$1,693.00
	PremierOne Records™ Tier 2 Server License (51 to 500 users)		1	\$10,188.00	\$10,188.00
	PremierOne Records Client License		133	\$16,949.00	\$16,949.00
	Property & Evidence		1	\$4,240.00	\$4,240.00
	PremieOne Records™ Jail Booking and Detention		1	\$8,490.00	\$8,490.00
PREMIERONE CAD™ TOTAL				\$121,477.00	\$121,477.00
PREMIERONE MOBILE™ TOTAL				\$48,841.00	\$48,841.00
PREMIERONE INTERFACES TOTAL				\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ TOTAL				\$41,560.00	\$41,560.00
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$250,971.00	\$250,971.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	YEAR 7 Term Fees	YEAR 8 Term Fees
Microsoft®	Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	24x7	6	\$9,990.00	\$9,990.00
	Microsoft SQL Svr Std Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic		8	\$3,425.00	\$3,425.00
	Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded Maintenance MVL 1License 2Proc		3	\$2,374.00	\$2,374.00
VMWare	VMWare vSphere Ent+ CPU Maintenance	24x7	7	\$7,408.00	\$7,408.00
	VMWare vCenter Maintenance		1	\$1,513.00	\$1,513.00
TimeKeeper	TimeKeeper Server Maintenance	9x5	1	\$2,316.00	\$2,316.00
	TimeKeeper Multi-clock client Maintenance		6	\$1,784.00	\$1,784.00
	TimeKeeper Single-clock Client Maintenance		18	\$868.00	\$868.00
Motorola	Query Software	24x7	1	\$2,321.00	\$2,321.00
Extreme Networks	Extreme Networks Summit X620-16t switch	24x7	3	\$1,741.00	\$1,741.00
Fortinet	FortiGate-600D (8) 10/100/1000 accelerated ports, (2) 10/100/1000 ports and 32GB onboard storage	24x7	2	\$4,177.00	\$4,177.00
SolarWinds	SolarWinds Network Performance Monitor SL100 License	24x7	1	\$982.00	\$982.00
	SolarWinds NetFlow Traffic Analyzer SL100 License		1	\$657.00	\$657.00
F5	F5 BIG-IP LTM 1G Load Balancer	24x7	2	\$5,121.00	\$5,121.00
Nimble	Nimble Storage CS1000 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	24x7	1	\$4,801.00	\$4,801.00
HPE	HPE DL360c Gen9 w/dual E5-2687Wv4, 384 GB RAM, 2 NIC, 2 x 8GB microSD --Host Server	24x7	3	\$5,314.00	\$5,314.00
	HPE DL360 G9 w/ single E5-2660v3, 128 GB RAM, 1.2TB HDD -- Monitor Server		1	\$1,266.00	\$1,266.00
	HPE StoreOnce 3520		1	\$1,752.00	\$1,752.00
	HPE Data Protector Software		1	\$487.00	\$487.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON TOTAL				\$58,297.00	\$58,297.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

MOTOROLA SUPPORTED PRODUCTS

Product	Description	Technical Service Level	Qty	YEAR 9 Term Fees	YEAR 10 Term Fees
PREMIERONE CAD™	PremierOne Query Service Server License - ConnectCIC Basic Query State Interface	24x7	1	\$6,551.00	\$6,551.00
	PremierOne Query Service Server License add Basic Entry/Edit State Interface		1	INCLUDED	INCLUDED
	PremierOne Reporting Service Server License		1	\$2,621.00	\$2,621.00
	PremierOne GIS Editing Client Plug-In License (for use with ESRI ArcGIS Editor)		1	\$1,966.00	\$1,966.00
	PremierOne CAD™ Server License (Primary)		1	\$19,656.00	\$19,656.00
	PremierOne CAD™ AVL Module License		1	\$9,173.00	\$9,173.00
	PremierOne CAD™ Dispatch (CAD Client and Mapping)		18	\$68,405.00	\$68,405.00
	PremierOne CAD™ ViewOnly Client License (Per ConcurrentUser)		50	\$13,105.00	\$13,105.00
PREMIERONE MOBILE™	PremierOne Mobile™ Server License (Primary)	24x7	1	\$13,105.00	\$13,105.00
	PremierOne Mobile™ Mapping Server License - HA Config w/1 Primary Server		1	\$6,551.00	\$6,551.00
	PremierOne Mobile™ Client License (Per MDT License)		165	\$27,676.00	\$27,676.00
	PremierOne Mobile™ Mapping Client License (Per MDT License)		9	\$1,509.00	\$1,509.00
PREMIERONE INTERFACES – ADD-ON	State IBR	24x7	1	\$9,924.00	\$9,924.00
	TraCS Citation		1	\$1,985.00	\$1,985.00
	TraCS CRASH		1	\$1,985.00	\$1,985.00
	VINE		1	\$1,985.00	\$1,985.00
	Identix Livescan		1	\$2,757.00	\$2,757.00
	Northpointe		1	\$4,136.00	\$4,136.00
	eReferral		1	\$2,757.00	\$2,757.00
	Wisconsin Justice Information Sharing (WIJIS)		1	\$4,136.00	\$4,136.00
	SMTP Server Interface		1	\$1,985.00	\$1,985.00
	CAD to CAD Interface		1	\$7,443.00	\$7,443.00
PREMIERONE RECORDS™ - ADD-ON	PremierOne Records™ Reporting Service Server License	24x7	1	\$1,693.00	\$1,693.00
	PremierOne Records™ Tier 2 Server License (51 to 500 users)		1	\$10,188.00	\$10,188.00
	PremierOne Records Client License		133	\$16,949.00	\$16,949.00
	Property & Evidence		1	\$4,240.00	\$4,240.00
	PremieOne Records™ Jail Booking and Detention		1	\$8,490.00	\$8,490.00
PREMIERONE CAD™ TOTAL				\$121,477.00	\$121,477.00
PREMIERONE MOBILE™ TOTAL				\$48,841.00	\$48,841.00
PREMIERONE INTERFACES TOTAL				\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ TOTAL				\$41,560.00	\$41,560.00
MOTOROLA SUPPORTED PRODUCTS TOTAL				\$250,971.00	\$250,971.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON

Vendor	Description / Exhibit Reference	Vendor Service Level	Qty	YEAR 9 Term Fees	YEAR 10 Term Fees
Microsoft®	Microsoft SQL Svr Ent Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic	24x7	6	\$9,990.00	\$9,990.00
	Microsoft SQL Svr Std Runtime Core 2012 ALNG Embedded Maintenance MVL 2 License core Lic		8	\$3,425.00	\$3,425.00
	Microsoft®SysCtrDatacenter 2012R2 AllLng Embedded Maintenance MVL 1License 2Proc		3	\$2,374.00	\$2,374.00
VMWare	VMWare vSphere Ent+ CPU Maintenance	24x7	7	\$7,408.00	\$7,408.00
	VMWare vCenter Maintenance		1	\$1,513.00	\$1,513.00
TimeKeeper	TimeKeeper Server Maintenance	9x5	1	\$2,316.00	\$2,316.00
	TimeKeeper Multi-clock client Maintenance		6	\$1,784.00	\$1,784.00
	TimeKeeper Single-clock Client Maintenance		18	\$868.00	\$868.00
Motorola	Query Software	24x7	1	\$2,321.00	\$2,321.00
Extreme Networks	Extreme Networks Summit X620-16t switch	24x7	3	\$1,741.00	\$1,741.00
Fortinet	FortiGate-600D (8) 10/100/1000 accelerated ports, (2) 10/100/1000 ports and 32GB onboard storage	24x7	2	\$4,177.00	\$4,177.00
SolarWinds	SolarWinds Network Performance Monitor SL100 License	24x7	1	\$982.00	\$982.00
	SolarWinds NetFlow Traffic Analyzer SL100 License		1	\$657.00	\$657.00
F5	F5 BIG-IP LTM 1G Load Balancer	24x7	2	\$5,121.00	\$5,121.00
Nimble	Nimble Storage CS1000 SAN 21TB RAW 21x1TB HDD+ (3.6TB flash) iSCSI BUNDLE	24x7	1	\$4,801.00	\$4,801.00
HPE	HPE DL360c Gen9 w/dual E5-2687Wv4, 384 GB RAM, 2 NIC, 2 x 8GB microSD --Host Server	24x7	3	\$5,314.00	\$5,314.00
	HPE DL360 G9 w/ single E5-2660v3, 128 GB RAM, 1.2TB HDD -- Monitor Server		1	\$1,266.00	\$1,266.00
	HPE StoreOnce 3520		1	\$1,752.00	\$1,752.00
	HPE Data Protector Software		1	\$487.00	\$487.00
THIRD-PARTY VENDOR SUPPORTED PRODUCTS – ADD-ON TOTAL				\$58,297.00	\$58,297.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

Optional Services Available:

24x7 Technical Support	Users Conference Advance Purchase**
Professional Services Upgrades*	On-site Support Dedicated Resource
Hardware Refresh*	GeoFile Services
Professional Services Consultation	Time and Materials
Professional Services Training	Lifecycle Services*

*Require Multi-year Agreement

**USERS CONFERENCE ATTENDANCE ADVANCE PURCHASE DETAILS				
Users Conference Attendance (\$2,650 per Attendee) Includes:	Year	None	Number Attendees	0
<ul style="list-style-type: none"> • Registration fee • Roundtrip travel for event (booked by Motorola) • Hotel accommodations (booked by Customer Agency per Motorola website instructions) • Ground Transportation (booked by Motorola) • Daily meal allowance¹ 				

¹ Daily meal allowance is determined by Motorola based on published guidelines. In no event will the amount provided exceed attendee's applicable Agency rules regarding meal expenses, provided the attendee or his/her agency notifies Motorola in advance of the conference of any restrictions, prohibitions or limitations that apply.

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	YEAR 1 Term Fees	YEAR 2 Term Fees
24x7 Technical Support	24x7 Technical Support	N/A	1	Included	Included
Software Upgrade Services	PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)	Exhibit D	See Description	\$36,403.00	\$36,403.00
Software/Hardware Upgrade Services	PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)	Exhibit D	See Description	\$25,654.00	\$25,654.00
Hardware Refresh	PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)	Exhibit D	See Description	\$37,253.00	\$37,253.00
TOTAL				\$99,310.00	\$99,310.00

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	YEAR 3 Term Fees	YEAR 4 Term Fees
24x7 Technical Support	24x7 Technical Support	N/A	1	Included	Included
Software Upgrade Services	PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)	Exhibit D	See Description	\$36,403.00	\$36,403.00
Software/Hardware Upgrade Services	PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)	Exhibit D	See Description	\$25,654.00	\$25,654.00
Hardware Refresh	PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)	Exhibit D	See Description	\$37,253.00	\$37,253.00
TOTAL				\$99,310.00	\$99,310.00

Exhibit A Continued

COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	YEAR 5 Term Fees	YEAR 6 Term Fees
24x7 Technical Support	24x7 Technical Support	N/A	1	Included	Included
Software Upgrade Services	PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)	Exhibit D	See Description	\$36,403.00	\$36,403.00
Software/Hardware Upgrade Services	PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)	Exhibit D	See Description	\$25,654.00	\$25,654.00
Hardware Refresh	PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)	Exhibit D	See Description	\$37,253.00	\$37,253.00
TOTAL				\$99,310.00	\$99,310.00

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	YEAR 7 Term Fees	YEAR 8 Term Fees
24x7 Technical Support	24x7 Technical Support	N/A	1	Included	Included
Software Upgrade Services	PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)	Exhibit D	See Description	\$36,403.00	\$36,403.00
Software/Hardware Upgrade Services	PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)	Exhibit D	See Description	\$25,654.00	\$25,654.00
Hardware Refresh	PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)	Exhibit D	See Description	\$37,253.00	\$37,253.00
TOTAL				\$99,310.00	\$99,310.00

OPTIONAL SUPPORT SERVICES

Service	Description	SOW Reference	Qty	YEAR 9 Term Fees	YEAR 10 Term Fees
24x7 Technical Support	24x7 Technical Support	N/A	1	Included	Included
Software Upgrade Services	PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)	Exhibit D	See Description	\$36,403.00	\$36,403.00
Software/Hardware Upgrade Services	PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)	Exhibit D	See Description	\$25,654.00	\$25,654.00
Hardware Refresh	PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)	Exhibit D	See Description	\$37,253.00	\$37,253.00
TOTAL				\$99,310.00	\$99,310.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	YEAR 1 Term Fees	YEAR 2 Term Fees
PREMIERONE CAD™	24x7	\$121,477.00	\$121,477.00
PREMIERONE MOBILE™	24x7	\$48,841.00	\$48,841.00
PREMIERONE INTERFACES ADD-ON	24x7	\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$41,560.00	\$41,560.00
Multi-System Discount –5% (3-Subsystems)		(\$12,549.00)	(\$12,549.00)
Multi-Year Discount - 2%		(\$4,769.00)	(\$4,769.00)
Annual 2% Increase Discount		(\$30,668.00)	(\$30,668.00)
Customer Satisfaction Discount – 3%		(\$4,910.00)	(\$4,910.00)
SUBTOTAL MOTOROLA SUPPORT		\$198,075.00	\$198,075.00
Third Party Add-on - Microsoft®	24x7	\$15,789.00	\$15,789.00
Third Party Add-on - VMWare	24x7	\$8,921.00	\$8,921.00
Third Party Add-on - Timekeeper	9x5	\$4,968.00	\$4,968.00
Third Party Add-on - Motorola – Query Software	24x7	\$2,321.00	\$2,321.00
Third Party Add-on - Extreme Networks	24x7	\$1,741.00	\$1,741.00
Third Party Add-on - Fortinet	24x7	\$4,177.00	\$4,177.00
Third Party Add-on - SolarWinds	24x7	\$1,639.00	\$1,639.00
Third Party Add-on – F5	24x7	\$5,121.00	\$5,121.00
Third Party Add-on - Nimble	24x7	\$4,801.00	\$4,801.00
Third Party Add-on - HPE	24x7	\$8,819.00	\$8,819.00
SUBTOTAL THIRD PARTY SUPPORT		\$58,297.00	\$58,297.00
24x7 Technical Support		Included	Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$36,403.00	\$36,403.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$25,654.00	\$25,654.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$37,253.00	\$37,253.00
PremierOne Software Upgrade Service Discount		(\$24,416.00)	(\$24,416.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$74,894.00	\$74,894.00
GRAND TOTAL		\$331,266.00	\$331,266.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	YEAR 3 Term Fees	YEAR 4 Term Fees
PREMIERONE CAD™	24x7	\$121,477.00	\$121,477.00
PREMIERONE MOBILE™	24x7	\$48,841.00	\$48,841.00
PREMIERONE INTERFACES ADD-ON	24x7	\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$41,560.00	\$41,560.00
Multi-System Discount –5% (3-Subsystems)		(\$12,549.00)	(\$12,549.00)
Multi-Year Discount - 2%		(\$4,769.00)	(\$4,769.00)
Annual 2% Increase Discount		(\$30,668.00)	(\$30,668.00)
Customer Satisfaction Discount – 3%		(\$4,910.00)	(\$4,910.00)
SUBTOTAL MOTOROLA SUPPORT		\$198,075.00	\$198,075.00
Third Party Add-on - Microsoft®	24x7	\$15,789.00	\$15,789.00
Third Party Add-on - VMWare	24x7	\$8,921.00	\$8,921.00
Third Party Add-on - Timekeeper	9x5	\$4,968.00	\$4,968.00
Third Party Add-on - Motorola – Query Software	24x7	\$2,321.00	\$2,321.00
Third Party Add-on - Extreme Networks	24x7	\$1,741.00	\$1,741.00
Third Party Add-on - Fortinet	24x7	\$4,177.00	\$4,177.00
Third Party Add-on - SolarWinds	24x7	\$1,639.00	\$1,639.00
Third Party Add-on – F5	24x7	\$5,121.00	\$5,121.00
Third Party Add-on - Nimble	24x7	\$4,801.00	\$4,801.00
Third Party Add-on - HPE	24x7	\$8,819.00	\$8,819.00
SUBTOTAL THIRD PARTY SUPPORT		\$58,297.00	\$58,297.00
24x7 Technical Support		Included	Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$36,403.00	\$36,403.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$25,654.00	\$25,654.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$37,253.00	\$37,253.00
PremierOne Software Upgrade Service Discount		(\$24,416.00)	(\$24,416.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$74,894.00	\$74,894.00
GRAND TOTAL		\$331,266.00	\$331,266.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	YEAR 5 Term Fees	YEAR 6 Term Fees
PREMIERONE CAD™	24x7	\$121,477.00	\$121,477.00
PREMIERONE MOBILE™	24x7	\$48,841.00	\$48,841.00
PREMIERONE INTERFACES ADD-ON	24x7	\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$41,560.00	\$41,560.00
Multi-System Discount –5% (3-Subsystems)		(\$12,549.00)	(\$12,549.00)
Multi-Year Discount - 2%		(\$4,769.00)	(\$4,769.00)
Annual 2% Increase Discount		(\$30,668.00)	(\$30,668.00)
Customer Satisfaction Discount – 3%		(\$4,910.00)	(\$4,910.00)
SUBTOTAL MOTOROLA SUPPORT		\$198,075.00	\$198,075.00
Third Party Add-on - Microsoft®	24x7	\$15,789.00	\$15,789.00
Third Party Add-on - VMWare	24x7	\$8,921.00	\$8,921.00
Third Party Add-on - Timekeeper	9x5	\$4,968.00	\$4,968.00
Third Party Add-on - Motorola – Query Software	24x7	\$2,321.00	\$2,321.00
Third Party Add-on - Extreme Networks	24x7	\$1,741.00	\$1,741.00
Third Party Add-on - Fortinet	24x7	\$4,177.00	\$4,177.00
Third Party Add-on - SolarWinds	24x7	\$1,639.00	\$1,639.00
Third Party Add-on – F5	24x7	\$5,121.00	\$5,121.00
Third Party Add-on - Nimble	24x7	\$4,801.00	\$4,801.00
Third Party Add-on - HPE	24x7	\$8,819.00	\$8,819.00
SUBTOTAL THIRD PARTY SUPPORT		\$58,297.00	\$58,297.00
24x7 Technical Support		Included	Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$36,403.00	\$36,403.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$25,654.00	\$25,654.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$37,253.00	\$37,253.00
PremierOne Software Upgrade Service Discount		(\$24,416.00)	(\$24,416.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$74,894.00	\$74,894.00
GRAND TOTAL		\$331,266.00	\$331,266.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	YEAR 7 Term Fees	YEAR 8 Term Fees
PREMIERONE CAD™	24x7	\$121,477.00	\$121,477.00
PREMIERONE MOBILE™	24x7	\$48,841.00	\$48,841.00
PREMIERONE INTERFACES ADD-ON	24x7	\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$41,560.00	\$41,560.00
Multi-System Discount –5% (3-Subsystems)		(\$12,549.00)	(\$12,549.00)
Multi-Year Discount - 2%		(\$4,769.00)	(\$4,769.00)
Annual 2% Increase Discount		(\$30,668.00)	(\$30,668.00)
Customer Satisfaction Discount – 3%		(\$4,910.00)	(\$4,910.00)
SUBTOTAL MOTOROLA SUPPORT		\$198,075.00	\$198,075.00
Third Party Add-on - Microsoft®	24x7	\$15,789.00	\$15,789.00
Third Party Add-on - VMWare	24x7	\$8,921.00	\$8,921.00
Third Party Add-on - Timekeeper	9x5	\$4,968.00	\$4,968.00
Third Party Add-on - Motorola – Query Software	24x7	\$2,321.00	\$2,321.00
Third Party Add-on - Extreme Networks	24x7	\$1,741.00	\$1,741.00
Third Party Add-on - Fortinet	24x7	\$4,177.00	\$4,177.00
Third Party Add-on - SolarWinds	24x7	\$1,639.00	\$1,639.00
Third Party Add-on – F5	24x7	\$5,121.00	\$5,121.00
Third Party Add-on - Nimble	24x7	\$4,801.00	\$4,801.00
Third Party Add-on - HPE	24x7	\$8,819.00	\$8,819.00
SUBTOTAL THIRD PARTY SUPPORT		\$58,297.00	\$58,297.00
24x7 Technical Support		Included	Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$36,403.00	\$36,403.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$25,654.00	\$25,654.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$37,253.00	\$37,253.00
PremierOne Software Upgrade Service Discount		(\$24,416.00)	(\$24,416.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$74,894.00	\$74,894.00
GRAND TOTAL		\$331,266.00	\$331,266.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	YEAR 9 Term Fees	YEAR 10 Term Fees
PREMIERONE CAD™	24x7	\$121,477.00	\$121,477.00
PREMIERONE MOBILE™	24x7	\$48,841.00	\$48,841.00
PREMIERONE INTERFACES ADD-ON	24x7	\$39,093.00	\$39,093.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$41,560.00	\$41,560.00
Multi-System Discount –5% (3-Subsystems)		(\$12,549.00)	(\$12,549.00)
Multi-Year Discount - 2%		(\$4,769.00)	(\$4,769.00)
Annual 2% Increase Discount		(\$30,668.00)	(\$30,668.00)
Customer Satisfaction Discount – 3%		(\$4,910.00)	(\$4,910.00)
SUBTOTAL MOTOROLA SUPPORT		\$198,075.00	\$198,075.00
Third Party Add-on - Microsoft®	24x7	\$15,789.00	\$15,789.00
Third Party Add-on - VMWare	24x7	\$8,921.00	\$8,921.00
Third Party Add-on - Timekeeper	9x5	\$4,968.00	\$4,968.00
Third Party Add-on - Motorola – Query Software	24x7	\$2,321.00	\$2,321.00
Third Party Add-on - Extreme Networks	24x7	\$1,741.00	\$1,741.00
Third Party Add-on - Fortinet	24x7	\$4,177.00	\$4,177.00
Third Party Add-on - SolarWinds	24x7	\$1,639.00	\$1,639.00
Third Party Add-on – F5	24x7	\$5,121.00	\$5,121.00
Third Party Add-on - Nimble	24x7	\$4,801.00	\$4,801.00
Third Party Add-on - HPE	24x7	\$8,819.00	\$8,819.00
SUBTOTAL THIRD PARTY SUPPORT		\$58,297.00	\$58,297.00
24x7 Technical Support		Included	Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$36,403.00	\$36,403.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$25,654.00	\$25,654.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$37,253.00	\$37,253.00
PremierOne Software Upgrade Service Discount		(\$24,416.00)	(\$24,416.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$74,894.00	\$74,894.00
GRAND TOTAL		\$331,266.00	\$331,266.00

Exhibit A Continued
COVERED PRODUCTS, SUPPORT OPTIONS AND PRICING

MAINTENANCE AND SUPPORT AGREEMENT 596-WC TERM: TBD – 10-YEAR

SUPPORT FEES SUMMARY

Product	Service Level	10-YEAR GRAND TOTAL
PREMIERONE CAD™	24x7	\$1214,770.00
PREMIERONE MOBILE™	24x7	\$488,410.00
PREMIERONE INTERFACES ADD-ON	24x7	\$390,930.00
PREMIERONE RECORDS™ MIGRATION ADD-ON	24x7	\$415,600.00
Multi-System Discount –5% (3-Subsystems)		(\$125,490.00)
Multi-Year Discount - 2%		(\$47,690.00)
Annual 2% Increase Discount		(\$306,680.00)
Customer Satisfaction Discount – 3%		(\$49,100.00)
SUBTOTAL MOTOROLA SUPPORT		\$1,980,750.00
Third Party Add-on - Microsoft®	24x7	\$157,890.00
Third Party Add-on - VMWare	24x7	\$89,210.00
Third Party Add-on - Timekeeper	9x5	\$49,680.00
Third Party Add-on - Motorola – Query Software	24x7	\$23,210.00
Third Party Add-on - Extreme Networks	24x7	\$17,410.00
Third Party Add-on - Fortinet	24x7	\$41,770.00
Third Party Add-on - SolarWinds	24x7	\$16,390.00
Third Party Add-on – F5	24x7	\$51,210.00
Third Party Add-on - Nimble	24x7	\$48,010.00
Third Party Add-on - HPE	24x7	\$88,190.00
SUBTOTAL THIRD PARTY SUPPORT		\$582,970.00
24x7 Technical Support		Included
PremierOne Software Upgrade Services (Up to 2 Software upgrade professional services per 10-year term)		\$364,030.00
PremierOne Hardware/Software Upgrade Services (Up to 1 Software upgrade professional service & 1 Hardware upgrade professional service per 10-year term)		\$256,540.00
PremierOne Hardware Refresh (Up to 1 Hardware Refresh per 10-year term)		\$372,530.00
PremierOne Software Upgrade Service Discount		(\$244,160.00)
SUBTOTAL OPTIONAL SUPPORT SERVICES		\$748,940.00
GRAND TOTAL		\$3,312,660.00

Exhibit B
CUSTOMER SUPPORT PLAN

MAINTENANCE AND SUPPORT AGREEMENT 596-WC **TERM:** TBD – 10-YEAR
CUSTOMER: Winnebago County Sheriff's Office

Introduction

Welcome to Motorola Customer Support. We appreciate your business and look forward to serving your needs on your Public Safety Applications (PSA) system.

The Customer Support Plan is designed to provide Motorola customers the details necessary for understanding Motorola overall support processes and policies as a compliment to the Motorola Maintenance and Support Agreement.

The Motorola Maintenance and Support Agreement is the legal and binding contractual terms for which services are provided under. Questions or concerns regarding your support plan can be directed to your Support Manager.

Below are the topics outlined in this Customer Support Plan:

- I. Service Offerings**
- II. Accessing Customer Support**
- III. Severity Levels and Case Management**
- IV. Responsibilities**
- V. Customer Call Flow**
- VI. Contacts**

I. Service Offerings

Motorola Customer Support organization includes a staff of Support Analysts who are managed by Motorola Customer Support Managers and are chartered with the direct front-line support of Motorola Customers. A Support Analyst is a system technologist responsible for providing direct or escalation support. A Support Analyst is sometimes referred to as a Customer Support Analyst (“CSA”) or Technical Support Analyst (“TSA”) or Technical Support Representative.

Motorola Support Organization offers a multi-layered approach to a total service solution. Levels of support are defined as follows:

Service Levels

Level 0	Logging, dispatching and tracking service requests
Level 1	Selected 1 st call support, triage and resolution
Level 2	Telephone and/or on-site support for normal technical requirements
Level 3	High-level technical support prior to Engineering escalation
Level 4	Engineering software code fixes and changes

Motorola provides to customers on an active Maintenance and Support Agreement defined services and Software Releases. Specific support definitions, offerings and customer responsibilities are detailed in Section 3 of the main body of the Maintenance and Support Agreement.

II. Accessing Customer Support

The Motorola Solutions System Support Center Operations

Motorola Public Safety Applications Technical Support personnel in cooperation with Motorola System Support Center (“SSC”) provide the gateway to technical support for all of Motorola Public Safety Application systems. Accessing support through Motorola toll free 800 number, web ticketing or email ticketing ensures accurate case handling and tracking. The goal of the Support team and SSC is to make certain systems are restored and running at peak levels as quickly as possible. This is accomplished by obtaining accurate customer and problem details and by directing requests to the right support team in a timely manner.

The System Support Center offers total call management including:

- Single point of contact for Motorola service requests
- Logging, dispatching and tracking of service requests
- System capabilities to identify pending cases and automatically escalate to management
- Database and customer profile management
- Standard reports with on-demand distribution
- Case notification

Motorola System Support Center operates 24 hours a day, 7 days a week, 365 days a year. That means you can call us anytime. Support Center personnel enter requests for service, technical assistance, or telephone messages into a database system. Every time you call us, we log information about your request into the tracking system so that the information is available for reference and analysis to better serve your future service needs. Another benefit of logging every service request is that Motorola and customers can track the progress from initial contact to final resolution.

There are three options for accessing Support at Motorola:

1. **Motorola System Support Center Toll Free Number**
2. **eCase Management through Motorola On-Line**
3. **Email Case Ticketing**

Option 1 - Call Motorola Solutions System Support Center

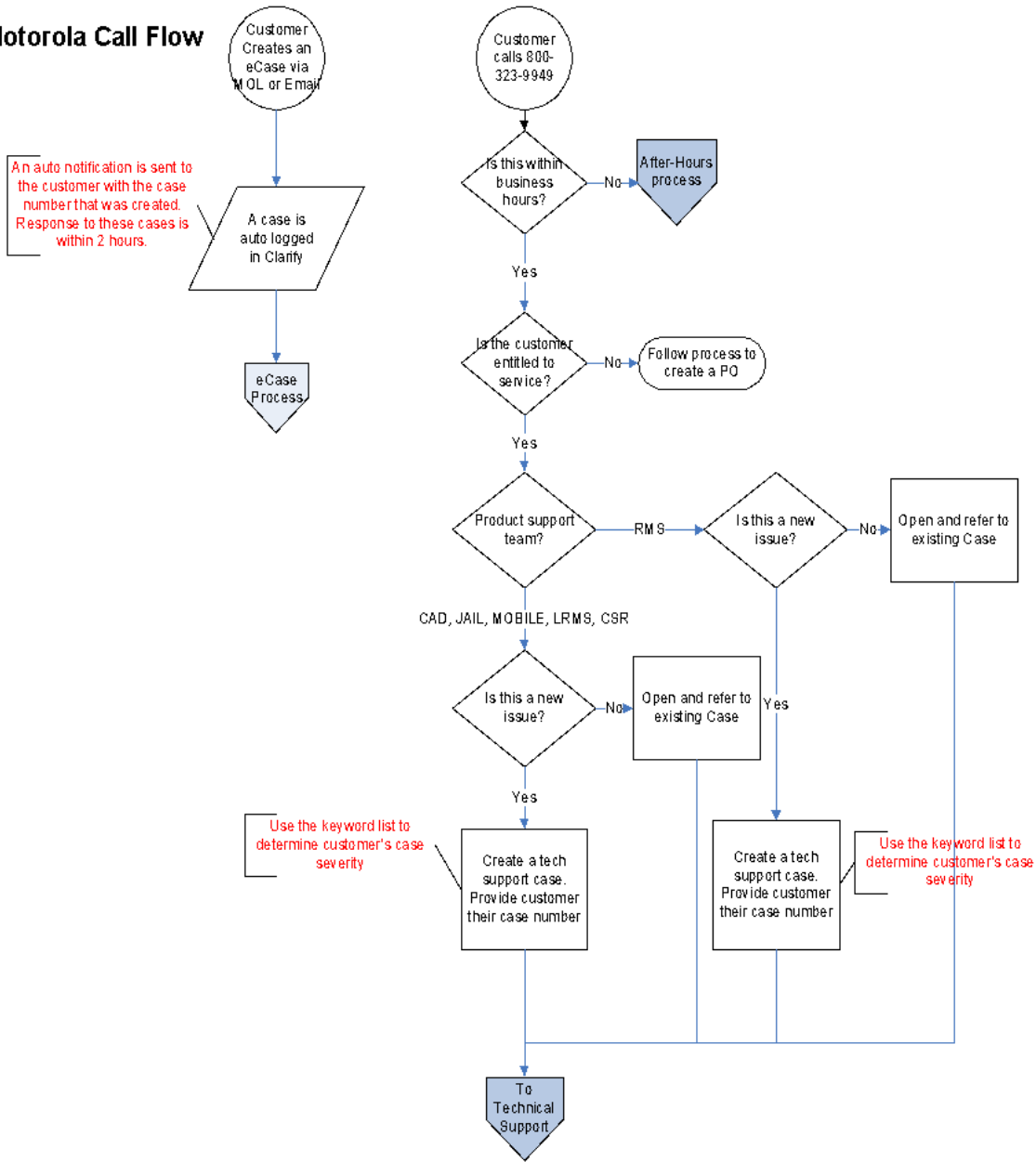
Call Motorola Solutions Toll free 800-323-9949

- Select from the auto attendant as follows:
 - **Option 2** – Technical Support of Infrastructure Products
 - Then select **Option 6** – Public Safety Applications
 - Next select the appropriate system type option
 1. CAD
 2. RMS, Records
 3. Mobile Applications
 4. Jail Management Systems
 5. Law Records (LRMS)
 6. Customer Service Request System (CSR)
 0. All Other Applications

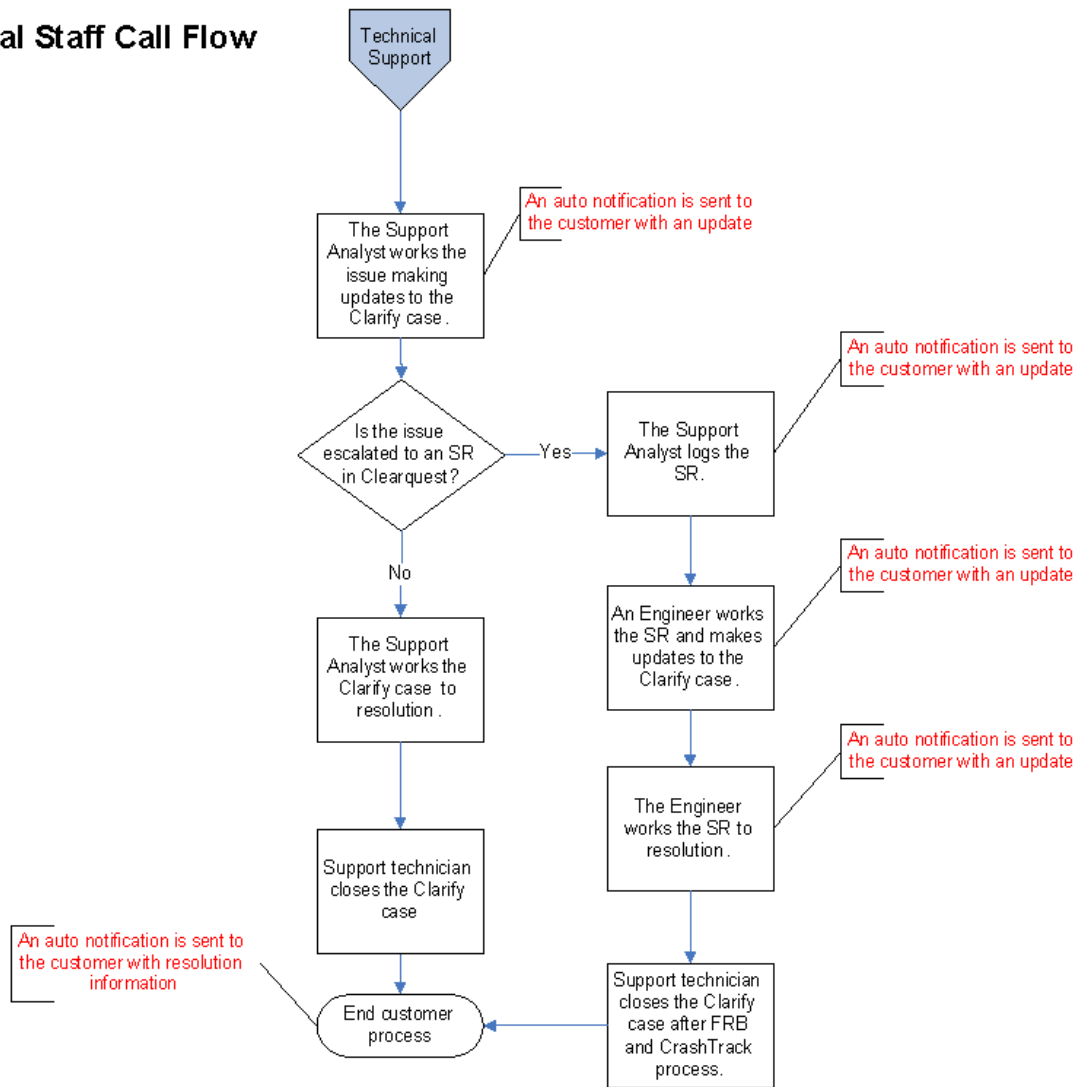
Upon contact with the SSC personnel, you will provide the name and phone number for Customer contact and your agency and product specific Site Identification Number. Providing a brief problem description will assist in defining the severity level and determine proper case routing to the appropriate Motorola Technical Support Team Member. A unique tracking number will be provided to your agency for future reference.

Generally customers calling the toll-free 800 number will access Public Safety Applications technical support directly. For heavy call times or after hours the caller will be directed to Motorola System Support Call Center Operations. Once the logging process is complete customers are transferred directly to a Technical Support Analyst 24/7/365.

Motorola Call Flow



Technical Staff Call Flow



How to Obtain Technical Support for Products

Action / Response

Step 1. Call the Motorola Solutions System Support Center 1-800-323-9949
Step 2. Select option 2 (Technical Support)
Step 3. Select option 6 (Public Safety Applications)
Step 4. Select product specific option
Step 5. Provide Site Identification Number (See Covered Products Exhibit for your agency's Site Identification Numbers)

Step 6. Provide Your Information	Caller Name Contact Phone Number Description of problem Severity of system problem determined at time of call Time available for call back Email address
---	---

Step 7. Case Number Generated	Caller will receive a Case number for tracking the service request.
Check Status	The caller may check the status of a Case at any time by calling the System Support Center at 1-800-323-9949 and following steps 2-4 above and providing the case number.
Case Assignment	The Customer Support Representative will determine a course of action and assign the Case to the appropriate group.
Standard Response Time	RESPONSE See Section III for Severity Level definitions Severity 1: 1 hour Severity 2: 3 business hours Severity 3: 6 business hours Severity 4: 2 business days

Step 8. Notification of CASE All Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open, Assigned, Site Arrival, Deferred or Closure. To request case notifications, please contact your Support Manager.
Notification of CASE Open/Close Activity	Case Notifications are available for up to 4 persons. Notifications are sent via pager or email when any of the following events occur on a Case: Open or Closure. To request case notifications, please contact your Support Manager.

Option 2 - Submit a ticket via eCase Management from Motorola On-Line


Motorola On-Line eCase Management provides a fast, intuitive, and efficient interface for Technical Case Management that allows customers to open, update, and view the status of their cases on the web.

Setting Up a Motorola Solutions On-Line Account

To set up a Motorola Solutions On-Line account, please visit <https://businessonline.motorolasolutions.com> and follow the directions on the link for “[Sign Up Now.](#)”

A User ID and Password are not required for setting up your account. After accessing the link above, indicate in the “Additional Information” field you are a **Public Safety** customer seeking access to **eCase Management**. Once you submit your request, you will receive a confirmation email indicating receipt and including additional details about the Motorola Solutions On-Line account set up. In approximately 4-5 business days an additional email will be sent which includes details about your On-Line account.

Accessing the Technical Case Management web site


Once you have set up your agency’s Motorola On-Line Account, to access the site simply log onto Motorola at businessonline.motorolasolutions.com with your user ID and password, click on the **Contact Us**  **Open Case**, and select **System Support Issue** from the Issue Type drop-down.

Primary Features of On-Line Technical Case Management

Motorola customers have three main functions available through Motorola On-Line to manage their cases:

- A. Open new cases**
- B. Search for existing cases and view details of the existing case**
- C. Update existing cases by adding notes**

A. Open a New Case

1. Log into Motorola Solutions On-Line
2. Click on the “Case Mgmt”  Open Case



3. Select the Reason Code = **System Support Issue** (and the page will automatically reload)

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue

Title:

System Support Site: Please Specify

Case Type: Please Specify

Severity: Please Specify

System: Please Specify

Description:

4. Fill in the Case Title (description of request) and choose the applicable Site (which are listed alphabetically)
5. Choose case type **Technical Support**, Severity Level and **Public Safety Applications** System
6. Fill in a detailed description of your issue
7. Click "Create Case"

Open Case

Welcome to the Open Request Screen. From here, you may open a request which will be tracked and routed to the proper Motorola Employees.

To permanently change your email address or phone number, you must go to the [Motorola Membership Site](#)

Contact Name: PSA Customer WebID

Contact Phone: 8008140601

Contact Email: PT1728@MOTOROLASOLUTIONS.COM

Reason: System Support Issue

Title:

System Support Site: Please Specify

Case Type: Please Specify

Severity: Please Specify


System: Please Specify


Description:

Create Case

8. eCase Management will give immediate confirmation of case number (new case numbers are 8 digits long), Note: The confirmation screen includes “expand all” and “collapse all” buttons for case notes.

B. Search for an Existing Case

1. Log into Motorola On-Line
2. Click on the “Case Mgmt”  Search Case
3. *Enter the exact* case number or enter search criteria to find a range of tickets
4. Click “Got To” or “Search”



The screenshot shows the Motorola Solutions web interface. At the top right, it says "Welcome PSA Customer" with links for "Contact List", "Help", and "Logout". A search bar is present with the text "Search" and a magnifying glass icon. Below the search bar is a navigation menu with items: "Buying Center", "Resource Center", "Training", "Order Status", "My Carts", "Repair Center", "Account Status", "Settings", and "Case Mgmt". The "Case Mgmt" menu is expanded, showing "Open Case" and "Search Cases". Below the navigation menu, there is a "Change" button and the text "MOTOROLA SYSTEM SUPPORT CENTER (1012597730) 2214 GALVIN DR, ELGIN, IL". Below that, it says "Home (800) 814-0601 Contact Motorola Solutions for your customer care needs." and a large "HOME" button.

Go Directly to Case

Case Number:

(Please enter the exact case number.)

Enter Search Criteria

Case Number:

Title:

Type:

Condition:

01 Sep 2002

To

C. Update an Existing Case

1. You can also add notes after submitting your case, by clicking on the “Add Notes” button

The screenshot displays a web interface for case management. At the top, there are navigation links: "Add Note", "Open Case", and "Search Cases". Below this is a header bar for "Details for Case # 20000216", with a yellow box labeled "Case Number" pointing to the case ID. The case details are organized into two columns. The left column includes: Case Condition: Open; Customer name: TEST CUSTOMER; Case Status: Not Assigned; Issue Type: System Support; Case Source: Web; Contact Name: Test Test WebID; Contact Phone: 847 725-4902; Contact Email: test@test.comtest. The right column includes: System Site ID: MDT1130; System Site Name: Test Site as an example; Case System: IT; Case Type: Network Management. Below the details is a table with columns "Activity", "Date/Time", and "Activity Summary". The table contains two rows: "Create" (12/9/2004 3:58:53 PM) and "Notes" (12/9/2004 3:59:53 PM). A yellow box labeled "Expand/Collapse Buttons" points to "Expand All" and "Collapse All" links above the table. At the bottom of the table, there are "Previous" and "Add Note" buttons, with a yellow box labeled "Add Notes" pointing to the "Add Note" button.

Case # 20000216

Title: TEST

Case Condition: Open

Customer name: TEST CUSTOMER

Case Status: Not Assigned

Issue Type: System Support

Case Source: Web

Contact Name: Test Test WebID

Contact Phone: 847 725-4902

Contact Email: test@test.comtest

System Site ID: MDT1130

System Site Name: Test Site as an example

Case System: IT

Case Type: Network Management

Activity	Date/Time	Activity Summary
Create	12/9/2004 3:58:53 PM	*** Performed by contact: Please Specify, Status = Not Assigned
Notes	12/9/2004 3:59:53 PM	*** Performed by contact

Expand All Collapse All

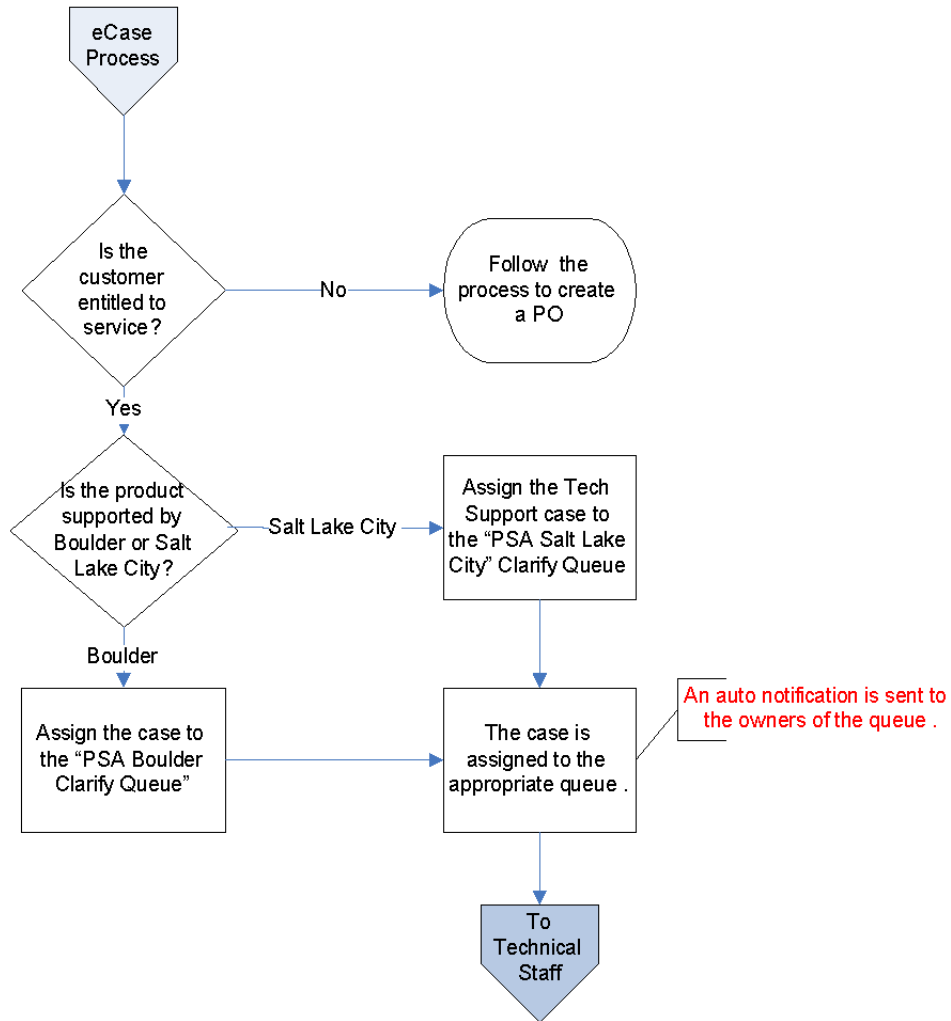
Previous Add Note

Motorola Solutions On-Line Support

1. Motorola does not recommend using this tool for opening Severity 1 or 2 cases. For any critical issues, customers should contact the System Support Center by calling 800-323-9949 and following the appropriate prompts.
2. The same guidelines would apply to updating cases with critical information. Any critical updates should be reported directly to Support at 800-323-9949.
3. When updating case notes, please provide contact information, which includes phone number, email, etc.
4. For questions on Motorola On-Line eCase Management or Support, please contact the Motorola Online Helpdesk at 800-814-0601.

Requirements for effective usage:
Browser: Internet Explorer 5.0 or greater
Valid MOL user ID and Password

Motorola On-line Flow



Option 3 - Submit a ticket via Email Case Management

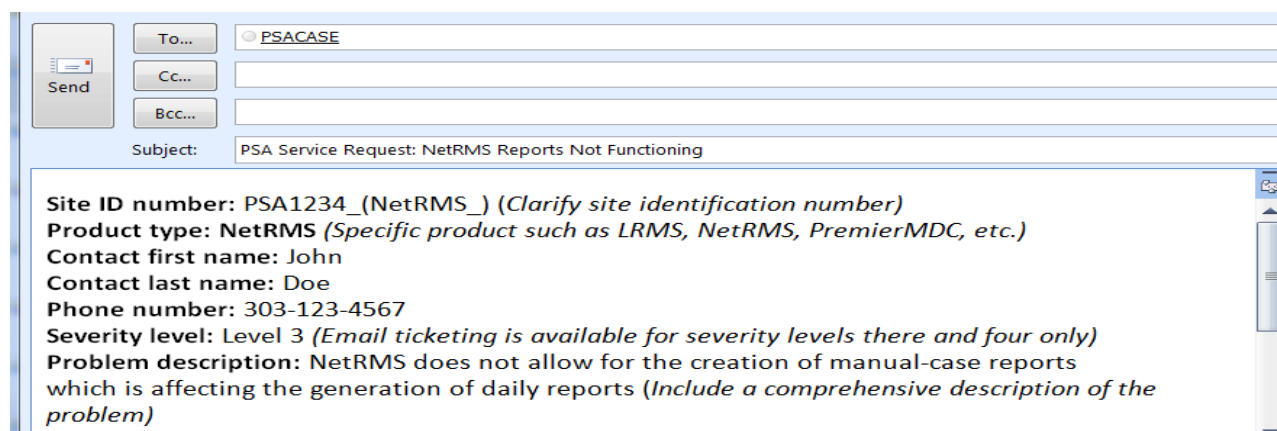
An alternative Customer Support tool is available for PSA customers. Along with the toll-free phone number and Motorola Online, customers can request technical support by email. For many customers who use their PDA as a means to open cases, email ticketing provides additional flexibility for initiating cases.

To ensure proper case management and contractual response, email ticketing is only available for severity levels three and four. In order to properly process a ticket via email, the message must be formatted exactly as described below:

1. Address your email to PSACASE@motorolasolutions.com
2. Type **PSA Service Request** and a brief description of the system issue in the Subject line of the e-mail message. This will become the case title
3. Type **Site ID =** followed by the site identification number of the system location
4. Type **Product Type=** followed by the product family type. Choose from the following list:
 - CAD (OR FRIENDS OF CAD, such as AWW, ATM, AVL and UDT)
 - CSR (CUSTOMER SERVICE REQUEST)
 - INFOTRAK, LRMS
 - JAIL MANAGEMENT (OFFENDERTRAK)
 - MOBILE APPLICATIONS (PMDC, AIRMOBILE, TXMESSENGER)
 - NETRMS
5. Type **Contact First Name =** followed by your first name or the name of the person you would like support personnel to contact
6. Type **Contact Last Name =** followed by your last name or the name of the person you would like support personnel to contact.
7. Type **Phone Number =** followed by the area code and phone number where the contact person may be reached
8. Type **Severity Level =** followed by either severity level 3 or 4. All severity level one or two cases must be opened via the toll-free PSA customer support number
9. Type **Problem Description =** followed by a comprehensive description of the problem
10. Send the message to us. You will receive an email with your case number for future reference.

If an email response is not received, or if you need to open a severity level one or two case, please contact the PSA Customer Support at 1 800-323-9949 for further assistance.

SAMPLE Email Ticket Formatting:



To... PSACASE

Cc...

Bcc...

Subject: PSA Service Request: NetRMS Reports Not Functioning

Site ID number: PSA1234_(NetRMS_) *(Clarify site identification number)*

Product type: NetRMS *(Specific product such as LRMS, NetRMS, PremierMDC, etc.)*

Contact first name: John

Contact last name: Doe

Phone number: 303-123-4567

Severity level: Level 3 *(Email ticketing is available for severity levels there and four only)*

Problem description: NetRMS does not allow for the creation of manual-case reports which is affecting the generation of daily reports *(Include a comprehensive description of the problem)*

III. Severity Levels and Case Management

Motorola services and response times are based on the severity levels of the error a customer is experiencing as defined below. This method of response allows Motorola to prioritize its resources for availability on our customer's more severe service needs. Severity level response time defines the actions that will be taken by Motorola Support and Engineering teams. Due to the urgency involved in some service cases, Motorola will make every reasonable effort to provide a temporary or work around solution (On Demand). When a permanent solution is developed and certified through testing, it will be incorporated in to the applicable On Demand, Cumulative Update, Supplemental, or Standard Release.

SEVERITY LEVEL	DEFINITION	RESPONSE TIME
1	Total System Failure - occurs when the System is not functioning and there is no workaround; such as a Central Server is down or when the workflow of an entire agency is not functioning. This level is meant to represent a major issue that results in an unusable System, Subsystem, Product, or critical features. No work around or immediate solution is available.	Telephone conference within 1 Hour of initial voice notification
2	Critical Failure - Critical process failure occurs when a crucial element in the System that does not prohibit continuance of basic operations is not functioning and there is usually no suitable work-around. Note that this may not be applicable to intermittent problems. This level is meant to represent a moderate issue that limits a Customer's normal use of the System, Subsystem, Product or major non-critical features.	Telephone conference within 3 Business Hours of initial voice notification during normal business hours
3	Non-Critical Failure - Non-Critical part or component failure occurs when a System component is not functioning, but the System is still useable for its intended purpose, or there is a reasonable workaround. This level is meant to represent a minor issue that does not preclude use of the System, Subsystem, Product, or critical features.	Telephone conference within 6 Business Hours of initial notification during normal business hours
4	Inconvenience - An inconvenience occurs when System causes a minor disruption in the way tasks are performed but does not stop workflow. This level is meant to represent very minor issues, such as cosmetic issues, documentation errors, general usage questions, and product or System Update requests.	Telephone conference within 2 Standard Business Days of initial notification

*Incoming cases are automatically assigned an initial **Severity Level of 3**, unless otherwise indicated or determined at the time the case is logged. When escalation is required, Motorola adheres to strict policy dictated by the level of problem severity.*

Severity Level One Escalation

Once an issue is escalated to Engineering, the following table is used as an Engineering resolution guideline for standard product problems.

Escalation Policy- Severity Level 1		
CRITICAL	ACTION	RESPONSIBILITY
0 Hours	Initial service request is placed. Support Analyst begins working on problem and verifies / determines severity level.	Support Analyst
2 Hours	If a resolution is not identified within this timeframe, SA escalates to the Customer Support Manager who assigns additional resources. Email notification to Director of Customer Support and Director of System Integration.	Support Analyst Support Manager
4 Hours	If a resolution is not identified within this timeframe, Customer Support Manager escalates to the Director of Customer Support and Director of System Integration to assign additional resources. Email notification to Vice President of System Integration and Vice President Customer Support.	Support Manager Director of Customer Support Director of Systems Integration
8 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team.	Support Manager Director of Customer Support Director of Systems Integration VP of System Integration VP of Customer Support
12 Hours	If a resolution is not identified within this timeframe, Director of Customer Support escalates to Vice President of System Integration, Vice President of Support, and Account Team, Senior Vice President's of Operations, System Integration, Customer Support and Engineering.	Senior Management Support Operations Systems Integration Engineering

All **Severity Level 1** problems will be transferred or dispatched immediately to the assigned Motorola technical support representative, to include notification to Motorola management 24x7. All other severity level problems logged after business hours will be dispatched the next business morning.

- 3.1 **Reporting a Problem.** Customer will assign an initial Severity Level for each error reported, either verbally or in writing, based upon the definitions listed above. Because of the urgency involved, Severity Level 1 or 2 problems must be reported verbally to the Motorola call incoming center. Motorola will notify the Customer if Motorola makes any changes in Severity Level (up or down) of any Customer-reported problem.
- 3.2 Motorola will use best efforts to provide Customer with a resolution for Severity 1 and Severity 2 issues within a reasonable time and in accordance with the assigned Severity Level when Customer allows timely access to the System and Motorola diagnostics indicate that a Residual Error is present in the Software. Should Customer report an error that Motorola cannot reproduce, Motorola may enable a detail error capture/logging process to monitor the System. If Motorola is unable to correct the reported Residual Error within a reasonable time, Motorola will escalate its procedure and assign such personnel or designee to correct such Residual Error promptly. Should Motorola, in its sole discretion, determine that such Residual Error is not present in its Release, Motorola will verify: (a) the Software operates in conformity to the System Specifications, (b) the Software is being used in a manner for which it was intended or designed, and (c) the Software is used only with approved hardware or software.
- 3.3 **Error Correction Status Report.** Motorola will provide verbal status reports on Severity Level 1 and 2 Residual Errors. Written status reports on outstanding Residual Errors will be provided to System Administrator on a monthly basis.

IV. Key Responsibilities

4.1 Motorola Responsibilities

- 4.1.1 **Support on Motorola Software.** Motorola will provide any required software fixes in the form of either a “patch” or in an On Demand, Cumulative Update, Supplemental or Standard Release.
- 4.1.2 **Motorola Response.** Motorola will provide telephone and on-site response to Central Site, defined as the Customer’s primary data processing facility, and Remote Site, defined as any site outside the Central Site, as shown in the Covered Products, Support Options and Pricing Exhibit.
- 4.1.3 **Remote Installation.** At Customer’s request, Motorola will provide remote installation advice or assistance for Updates.
- 4.1.4 **Software Release Compatibility.** At Customer’s request, Motorola will provide: (a) current list of compatible hardware operating system releases, if applicable; and (b) a list of Motorola Software Cumulative Updates, Supplemental, or Standard Releases.
- 4.1.5 **Customer Notifications.** Motorola will provide access to (a) Field Changes; (b) Customer Alert Bulletins; and (c) Hardware and Firmware Updates, as released and if applicable.
- 4.1.6 **On-Site Software Correction.** Unless otherwise stated herein, all suspected Residual Errors will be investigated and corrected from Motorola facilities. Motorola will decide whether on-site correction of any Residual Error is required and will take appropriate action.
- 4.1.7 **On-site Product Technical Support Services.** Motorola will furnish labor and parts required due to normal wear to restore the Equipment to good operating condition. Customer will provide on-site hardware service or is responsible for purchasing on-going maintenance for Third Party on-site hardware support.
- 4.1.8 **Principle Period of Maintenance.** At Customer’s request, Motorola will provide continuous effort to repair a reported problem beyond the PPM per the customer selected service level, provided Customer gives Motorola access to the Equipment before the end of the PPM, Motorola will extend a two (2) hour grace period beyond PPM at no charge. Following this grace period, any additional support will be invoiced on a time and material basis at Motorola then current rates for Professional Services.
- 4.1.9 **Compliance to Local, County, State and/or Federal Mandated Changes.** (Applies to Software and interfaces to those Products) Unless otherwise stated herein, compliance to local, county, state and/or federally mandated changes, including but not limited to NCIC and state interfaces are not part of the covered Services. Federal and State mandated changes for IBR and UCR are included in Motorola’s standard maintenance offering.
- 4.1.10 **Anti-virus Software.** At Customer’s request, Motorola will make every reasonable effort to test and verify specific anti-virus, anti-worm, or anti-hacker patches against a replication of Customer’s application. Motorola will respond to any reported problem as an escalated support call.
- 4.1.11 **Account Reviews.** Upon request, Motorola will provide annual account reviews to include (a) service history of site; (b) downtime analysis; and (c) service trend analysis.
- 4.1.12 **Reports.** Service history reports and notifications are available from the Motorola call tracking system. If you are interested in obtaining access to service history reports and ticketing notifications, inquire with your Technical Support Representative.
- 4.1.13 **Maintenance Contract Administration.** Motorola’s Maintenance Contracts Business manages the maintenance agreement following the warranty term that may be included in the purchase of a Motorola system.

Approximately four months prior to the expiration of the warranty period, a Motorola Customer Support Manager will contact you to discuss the options available for your specific site. The terms of the agreement can be customized to your agency’s budgetary requirements and cycle. Motorola offers various levels of support to meet an agency’s requirements, for example:

- Telephone, VPN support for software fixes

- Varying hours of coverage
- Third party vendor services
- On-site services
- Users Conference
- Professional Services

4.2 **Customer Responsibilities**

- 4.2.1 **Initiate Service Request Cases.** Contact Motorola through authorized tools and processes outlined in the Motorola Maintenance and Support Agreement Customer Support Plan Exhibit to initiate technical support request case.
- 4.2.2 **Assess Severity Level.** Assist in assessing the correct severity level per the severity level definitions found in the Customer Support Plan Exhibit.
- 4.2.3 **Escalate Appropriately.** Contact Motorola to add information or make changes to existing technical support cases, or escalate service requests to Motorola management. Motorola Services management contact information provided in the Customer Support Plan Exhibit .
- 4.2.4 **Support on Hardware.** Customer will provide all on-site hardware service or is responsible for purchasing on-going maintenance for 3rd party on-site hardware support. Third party support on some system components may be available through Motorola Maintenance and Support Agreement. Customer will contact the appropriate vendor directly for parts and hardware service if not purchased through the Motorola Maintenance and Support Agreement.
- 4.2.5 **VPN connectivity.** Provide VPN connectivity and telephone access to Motorola personnel.
- 4.2.6 **Anti-virus software.** Run installed anti-virus software.
- 4.2.7 **Operating System (“OS”) Upgrades.** Unless otherwise stated herein, Customer is responsible for any OS upgrades to the System, except HP OS upgrades. Before installing OS upgrades, Customer will contact Motorola to verify that a given OS upgrade is appropriate.
- 4.2.8 **Trouble Report Form** To better assist us in gathering details for analyzing and repairing your system errors, Motorola has created the Trouble Report Form (page 21). Completion of this form by the customer is voluntary.

The Trouble Report form helps Motorola Technical Support reduce errors by increasing the understanding of the problem description definition. It may also improve repair time by understanding the probability of repeat errors. Additionally, should escalation to Motorola Engineering team be required, information gathered on this form will aid by potentially avoiding the wait associated with error reoccurrence.

Information customers provide on the Trouble Report form will assist Motorola Support team in expediting and troubleshooting the issue. Your assistance in providing the information is appreciated. Once you complete the form, please e-mail or fax this form to the Technical Support Representative assigned to work on the issue reported.

Trouble Report Form

Agency Name:		Motorola Case Number:	
Contact Name:		E-mail Address:	
Contact Phone:		Contact Fax:	
Severity Level:		CAD Correction#:	
Subject:			
Product/Version:			
Problem Description:	<p>Please ensure that the description provided is as detailed as possible. Including accurate details, helps Motorola to resolve the issue promptly and successfully. Please be sensitive to the use of verbiage that is specific to your agency or area of the country. Full understanding of the facts on a reported issue increases Motorola probability of locating a root cause and achieving a timely resolution.</p>		
Steps to Duplicate:	<p>Motorola understands that duplication is not always easy. However, if you are able to duplicate the issue, providing us with the detailed keystrokes will greatly improve our ability to correct the issue in question. When unable to duplicate the issue on demand, providing us with detailed steps that preceded the issue reported will greatly help.</p>		
Step One:			
Step Two:			
Step Three:			
Step Four:			
Step Five:			
Step Six:			
Step Seven:			
Additional Steps:			
Expected Results:			
Actual Results:			
Configuration Checked:			

V. Customer Call Flow

To Be Provided By Customer

VI. Contact Information

Motorola Contacts

CONTACT	PHONE NUMBER
Motorola Solutions System Support Center	(800) 393-9949
Linda Hudson Senior Manager, Technical Support Linda.Hudson@motorolasolutions.com	(303) 527-4017 - office
Phillip Askey Tier 2 - Technical Support Manager P.Askey@motorolasolutions.com	(720) 565-4764 - office
Jeff Dolph Tier 1 - Technical Support Manager JeffDolph@motorolasolutions.com	(303) 527-4038 - office (303) 319-8935 - mobile
Wayne Parent Technical Support Lead – Records Applications Wayne.Parent@motorolasolutions.com	(801) 234-9971 - mobile
Christine Lay Customer Service Manager Christine.Lay@motorolasolutions.com	(626) 416-6726 - mobile

Customer Contacts (to be provided by Customer)

<u>Customer Agency Name:</u> Address: City, State and Zip:
<u>Billing Contact Name:</u> Phone No: Email:
<u>Backup System Administrator Name:</u> Phone No: Email:
<u>Service Escalations Contact Name:</u> Title: Phone No: Email:

Exhibit C
LABOR RATES

MAINTENANCE AND SUPPORT AGREEMENT 596-WC **TERM:** TBD – 10-YEAR
CUSTOMER: Winnebago County Sheriff's Office

The following are Motorola's current labor rates, subject to an annual change.

The following rates apply to Customers with a current, active Maintenance and Support Agreement. Billable rates apply to services provided outside of the scope of the Maintenance and Support Agreement and outside the selected Service Level PPM:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$223 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$334 per hour, 2 hours minimum

The following rates apply to Customers without a current, active Maintenance and Support Agreement and apply to services available on a Time and Material basis:

SERVICE HOURS	LABOR RATES
8 a.m.-5 p.m. M-F (local time)	\$446 per hour, 2 hours minimum
After 5 p.m., Saturday, Sunday, Motorola Holidays	\$668 per hour, 2 hours minimum

Above rates reflect labor rate only. Additional fees for on-site travel expenses, third party expenses and /or materials will be quoted at the time of customer request for services.

1 206-102017

2

3 **RESOLUTION: Appropriate an Additional \$150,000 to the "Payout Wages" Account of the**
4 **Miscellaneous Unclassified Cost Center to Cover the Overage and Additional**
5 **Cost of Sick Leave Payouts Through the End of 2017 with Funds to be**
6 **Transferred from the General Fund Undesignated Fund Balance Account**

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TO THE WINNEBAGO COUNTY BOARD OF SUPERVISORS:

10 **WHEREAS**, the County has a sick leave payout provision that was frozen in 2005; and

11 **WHEREAS**, the provision allowed accumulated sick leave to either be paid out at retirement or used to
12 purchase post-retirement health insurance; and

13 **WHEREAS**, employees with 20+ years of experience were to receive a payout equal to 65% of their unused
14 sick leave balance, and employees with less than 20 years' experience were to receive 35% of their unused sick
15 leave balance; and

16 **WHEREAS**, in 2017, there have been significantly more retirements than anticipated when the budget was
17 prepared; and

18 **WHEREAS**, the cost of sick leave payouts through September 2017 has already exceeded the budgeted
19 amount by approximately \$92,000; and

20 **WHEREAS**, it is estimated that funding necessary to cover the overage and any additional payouts through
21 the end of 2017 will be approximately \$150,000.

22

23 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
24 authorizes a transfer of \$150,000 from the General Fund Undesignated Fund Balance to the payout Wages Account
25 of the Miscellaneous Unclassified Cost Center to cover the overage and balance of sick leave payouts through the
26 end of 2017.

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Respectfully submitted by:

PERSONNEL AND FINANCE COMMITTEE

Committee Vote: **4-0**

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

Approved by the Winnebago County Executive this ____ day of _____, 2017.

Mark L Harris
Winnebago County Executive

2 RESOLUTION: AWARD THE SALE OF \$9,860,000
3 GENERAL OBLIGATION PROMISSORY NOTES

4 **WHEREAS**, on September 19, 2017, the County Board of Supervisors of Winnebago County,
5 Wisconsin (the "County"), by a vote of at least 3/4 of the members-elect, adopted a resolution (the
6 "Authorizing Resolution") authorizing the issuance and providing for the sale of general obligation
7 promissory notes (the "Notes") in an amount not to exceed \$9,860,000 for the purpose of paying the cost
8 of constructing, remodeling and improving roads, highways, bridges, buildings and sites, including
9 projects at the University of Wisconsin - Fox Valley campus, and acquiring and installing furnishings,
10 fixtures and equipment (collectively, the "Project");

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

14 **WHEREAS**, Baird, in consultation with the officials of the County, prepared an Official Notice of
15 Sale (a copy of which is attached hereto as Exhibit A and incorporated herein by this reference) setting
16 forth the details of and the bid requirements for the Notes and indicating that the Notes would be offered
17 for public sale on October 17, 2017;

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

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

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

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

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

35 Section 1A. Award of the Notes. For the purpose of paying costs of the Project, there shall be
36 borrowed pursuant to Section 67.12(12), Wisconsin Statutes, the principal sum of NINE MILLION EIGHT
37 HUNDRED SIXTY THOUSAND DOLLARS (\$9,860,000) from the Purchaser in accordance with the terms
38 and conditions of the Proposal. The Proposal of the Purchaser offering to purchase the Notes for the
39 sum set forth on the Proposal, plus accrued interest to the date of delivery, is hereby accepted. The
40 Chairperson and County Clerk or other appropriate officers of the County are authorized and directed to
41 execute an acceptance of the Proposal on behalf of the County. The good faith deposit of the Purchaser
42 shall be retained by the County Treasurer and applied in accordance with the Official Notice of Sale, and
43 any good faith deposits submitted by unsuccessful bidders shall be promptly returned. The Notes shall
44 bear interest at the rates set forth on the Proposal.

45 Section 2. Terms of the Notes. The Notes shall be designated "General Obligation Promissory
46 Notes"; shall be issued in the aggregate principal amount of \$9,860,000; shall be dated November 7,
47 2017; shall be in the denomination of \$5,000 or any integral multiple thereof; shall be numbered R-1 and

48 upward; and shall bear interest at the rates per annum and mature on April 1 of each year, in the years
49 and principal amounts as set forth on the Pricing Summary attached hereto as Exhibit D-1 and
50 incorporated herein by this reference. Interest shall be payable semi-annually on April 1 and October 1 of
51 each year commencing on April 1, 2018. Interest shall be computed upon the basis of a 360-day year of
52 twelve 30-day months and will be rounded pursuant to the rules of the Municipal Securities Rulemaking
53 Board. The schedule of principal and interest payments due on the Notes is set forth on the Debt Service
54 Schedule attached hereto as Exhibit D-2 and incorporated herein by this reference (the "Schedule").

55 Section 3. Redemption Provisions. The Notes maturing on April 1, 2025 and thereafter are
56 subject to redemption prior to maturity, at the option of the Issuer, on April 1, 2024 or on any date
57 thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by
58 the Issuer, and within each maturity by lot, at the principal amount thereof, plus accrued interest to the
59 date of redemption.

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

63 Section 5. Tax Provisions.

64 (A) Direct Annual Irrepealable Tax Levy. For the purpose of paying the principal of and
65 interest on the Notes as the same becomes due, the full faith, credit and resources of the County are
66 hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a
67 direct annual irrepealable tax in the years 2017 through 2026 for payments due in the years 2018 through
68 2027 in the amounts set forth on the Schedule.

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

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

80 Section 6. Segregated Debt Service Fund Account.

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

86 Within the debt service fund, there hereby is established a separate and distinct account
87 designated as the "Debt Service Fund Account for General Obligation Promissory Notes, dated
88 November 7, 2017" (the "Debt Service Fund Account") and such account shall be maintained until the
89 indebtedness evidenced by the Notes is fully paid or otherwise extinguished. The County Treasurer shall
90 deposit in the Debt Service Fund Account (i) all accrued interest received by the County at the time of
91 delivery of and payment for the Notes; (ii) any premium which may be received by the County above the
92 par value of the Notes and accrued interest thereon; (iii) all money raised by the taxes herein levied and
93 any amounts appropriated for the specific purpose of meeting principal of and interest on the Notes when
94 due; (iv) such other sums as may be necessary at any time to pay principal of and interest on the Notes
95 when due; (v) surplus monies in the Borrowed Money Fund as specified below; and (vi) such further
96 deposits as may be required by Section 67.11, Wisconsin Statutes.

97 (B) Use and Investment. No money shall be withdrawn from the Debt Service Fund
98 Account and appropriated for any purpose other than the payment of principal of and interest on the
99 Notes until all such principal and interest has been paid in full and the Notes canceled; provided (i) the
100 funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt
101 of taxes from the next succeeding tax collection may be invested in direct obligations of the United States
102 of America maturing in time to make such payments when they are due or in other investments permitted
103 by law; and (ii) any funds over and above the amount of such principal and interest payments on the
104 Notes may be used to reduce the next succeeding tax levy, or may, at the option of the County, be
105 invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes,
106 or in permitted municipal investments under the pertinent provisions of the Wisconsin Statutes ("Permitted
107 Investments"), which investments shall continue to be a part of the Debt Service Fund Account. Any
108 investment of the Debt Service Fund Account shall at all times conform with the provisions of the Internal
109 Revenue Code of 1986, as amended (the "Code") and any applicable Treasury Regulations (the
110 "Regulations").

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

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

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

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

147 (b) The County also covenants to use its best efforts to meet the requirements and
148 restrictions of any different or additional federal legislation which may be made applicable to the Notes
149 provided that in meeting such requirements the County will do so only to the extent consistent with the

150 proceedings authorizing the Notes and the laws of the State of Wisconsin and to the extent that there is a
151 reasonable period of time in which to comply.

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

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

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

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

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

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

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

195 Section 15. Utilization of The Depository Trust Company Book-Entry-Only System. In order to
196 make the Notes eligible for the services provided by The Depository Trust Company, New York, New
197 York ("DTC"), the County agrees to the applicable provisions set forth in the Blanket Issuer Letter of
198 Representations, which the County Clerk or other authorized representative of the County is authorized

199 and directed to execute and deliver to DTC on behalf of the County to the extent an effective Blanket
200 Issuer Letter of Representations is not presently on file in the County Clerk's office.

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

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

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

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

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

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

240 Adopted and recorded October 17, 2017.

241
242
243
244

ATTEST:

David W. Albrecht
Chairperson

245 _____
246 Susan T. Ertmer
247 County Clerk

248 Respectfully submitted by:
249 Personnel & Finance Committee

250 Committee Vote _____

251 Vote Required for Passage: Majority of a Quorum

252 Approved by the Winnebago County Executive this _____ day of _____, 2017

253 _____
254 Mark L. Harris
255 Winnebago County Executive
256

DRAFT

EXHIBIT A

Official Notice of Sale

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

(See Attached)

DRAFT

EXHIBIT B

Bid Tabulation

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

(See Attached)

DRAFT

EXHIBIT C

Winning Bid

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

(See Attached)

DRAFT

EXHIBIT D-1

Pricing Summary

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

(See Attached)

DRAFT

EXHIBIT D-2

Debt Service Schedule and Irrepealable Tax Levies

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

(See Attached)

DRAFT

EXHIBIT E
(Form of Note)

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

MATURITY DATE: ORIGINAL DATE OF ISSUE: INTEREST RATE: CUSIP:
April 1, _____ November 7, 2017 _____% _____

DEPOSITORY OR ITS NOMINEE NAME: CEDE & CO.

PRINCIPAL AMOUNT: _____ THOUSAND DOLLARS
(\$_____)

FOR VALUE RECEIVED, Winnebago County, Wisconsin (the "County"), hereby acknowledges itself to owe and promises to pay to the Depository or its Nominee Name (the "Depository") identified above (or to registered assigns), on the maturity date identified above, the principal amount identified above, and to pay interest thereon at the rate of interest per annum identified above, all subject to the provisions set forth herein regarding redemption prior to maturity. Interest shall be payable semi-annually on April 1 and October 1 of each year commencing on April 1, 2018 until the aforesaid principal amount is paid in full. Both the principal of and interest on this Note are payable to the registered owner in lawful money of the United States. Interest payable on any interest payment date shall be paid by wire transfer to the Depository in whose name this Note is registered on the Bond Register maintained by the County Clerk or County Treasurer (the "Fiscal Agent") or any successor thereto at the close of business on the 15th day of the calendar month next preceding each interest payment date (the "Record Date"). This Note is payable as to principal upon presentation and surrender hereof at the office of the Fiscal Agent.

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

This Note is one of an issue of Notes aggregating the principal amount of \$9,860,000, all of which are of like tenor, except as to denomination, interest rate, maturity date and redemption provision, issued by the County pursuant to the provisions of Section 67.12(12), Wisconsin Statutes, for the purpose of paying the cost of constructing, remodeling and improving roads, highways, bridges, buildings and sites, including projects at the University of Wisconsin - Fox Valley campus, and acquiring and

installing furnishings, fixtures and equipment, as authorized by resolutions adopted on September 19, 2017 and October 17, 2017. Said resolutions are recorded in the official minutes of the County Board of Supervisors for said dates.

The Notes maturing on April 1, 2025 and thereafter are subject to redemption prior to maturity, at the option of the County, on April 1, 2024 or on any date thereafter. Said Notes are redeemable as a whole or in part, and if in part, from maturities selected by the County, and within each maturity by lot (as selected by the Depository), at the principal amount thereof, plus accrued interest to the date of redemption.

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

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

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

This Note is transferable only upon the books of the County kept for that purpose at the office of the Fiscal Agent, only in the event that the Depository does not continue to act as depository for the Notes, and the County appoints another depository, upon surrender of the Notes to the Fiscal Agent, by the registered owner in person or his duly authorized attorney, together with a written instrument of transfer (which may be endorsed hereon) satisfactory to the Fiscal Agent duly executed by the registered owner or his duly authorized attorney. Thereupon a new fully registered Note in the same aggregate principal amount shall be issued to the new depository in exchange therefor

and upon the payment of a charge sufficient to reimburse the County for any tax, fee or other governmental charge required to be paid with respect to such registration. The Fiscal Agent shall not be obliged to make any transfer of the Notes (i) after the Record Date, (ii) during the fifteen (15) calendar days preceding the date of any publication of notice of any proposed redemption of the Notes, or (iii) with respect to any particular Note, after such Note has been called for redemption. The Fiscal Agent and County may treat and consider the Depository in whose name this Note is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes whatsoever. The Notes are issuable solely as negotiable, fully-registered Notes without coupons in the denomination of \$5,000 or any integral multiple thereof.

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

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

WINNEBAGO COUNTY, WISCONSIN

By: _____

David W. Albrecht
Chairperson

(SEAL)

By: _____

Susan T. Ertmer
County Clerk

ASSIGNMENT

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

(Name and Address of Assignee)

(Social Security or other Identifying Number of Assignee)

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

Dated: _____

Signature Guaranteed:

(e.g. Bank, Trust Company or Securities Firm) (Depository or Nominee Name)

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

(Authorized Officer)



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

October 3, 2017

VIA EMAIL

Mr. Charles L. Orenstein, CPA
Finance Director
Winnebago County
112 Otter Avenue
Oshkosh, WI 54901

Re: \$9,860,000 Winnebago County
General Obligation Promissory Notes

Dear Chuck:

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

It is our understanding that the Resolution will be considered by the County Board of Supervisors at its meeting on October 17, 2017 after the bid opening earlier that day.

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

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

You will note in reviewing the Resolution that some of the exhibits will be provided to the County on the day of sale. It is our understanding that Baird will provide this information to you and to us after the bid opening and prior to the meeting on October 17, 2017. We will then email a final copy of the Resolution, including all exhibits, on the day of sale (October 17, 2017) prior to the meeting for the County Board of Supervisors to review and approve.

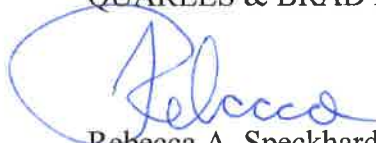
Mr. Charles L. Orenstein, CPA
October 3, 2017
Page 2

Following the adoption of the Resolution, we request that you return one executed copy of the Resolution, as well as an executed copy of the Certificate of Compliance with Open Meeting Law, to us for our review. All of these originally signed documents will be included in the closing transcript. A copy of the Resolution should be incorporated into the minutes of the October 17, 2017 meeting.

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

Very truly yours,

QUARLES & BRADY LLP



Rebecca A. Speckhard

RAS:SMN

Enclosures

#960556.00027

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