

**WINNEBAGO COUNTY BOARD OF SUPERVISORS
TUESDAY, FEBRUARY 11, 2014**

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

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

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

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

ZONING REPORTS & ORDINANCES

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

RESOLUTIONS AND ORDINANCES

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

RESOLUTION NO. 308-22014: Appropriate \$800,000 for the Milling and Resurfacing of CTH Z in the Town of Black Wolf

Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 309-22014: Appropriate \$450,000 for the Milling and Resurfacing of CTH Y in the Town of Oshkosh

Submitted by:
HIGHWAY COMMITTEE
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 310-22014: Authorize a Capital Project to Repair/Replace Sections of the Roofs Over the UW Fox Valley Campus at a Cost of \$590,000 to be Funded \$295,000 from Outagamie County and \$295,000 from a Winnebago County Bond Issue

Submitted by:
UW FOX VALLEY BOARD OF TRUSTEES
FACILITIES & PROPERTY MANAGEMENT COMMITTEE
PERSONNEL & FINANCE COMMITTEE

RESOLUTION NO. 311-22014: Authorize Contract Between AT&T and Winnebago County (Telephone Line Service)

Submitted by:
INFORMATION SYSTEMS COMMITTEE
PERSONNEL & FINANCE COMMITTEE

Respectfully submitted,
Susan T. Ertmer
Winnebago County Clerk

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

TO THE WINNEBAGO COUNTY BOARD SUPERVISORS:

Your Planning and Zoning Committee begs leave to report:

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

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

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

PROPERTY INFORMATION:

Owner(s) of Property: Freddy Finn Ventures LLC

Applicant(s): Martin Finn

Location of Premises Affected: 1117 Planeview Dr

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

Tax Parcel No.: 012-0367

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

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

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

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

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

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

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

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

For the Planning and Zoning Committee

AMENDATORY ORDINANCE # 02/01/14

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

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

TO: I-1 (Light Industrial)

Adopted/Denied this _____ day of _____, 20____

David Albrecht, Chairperson

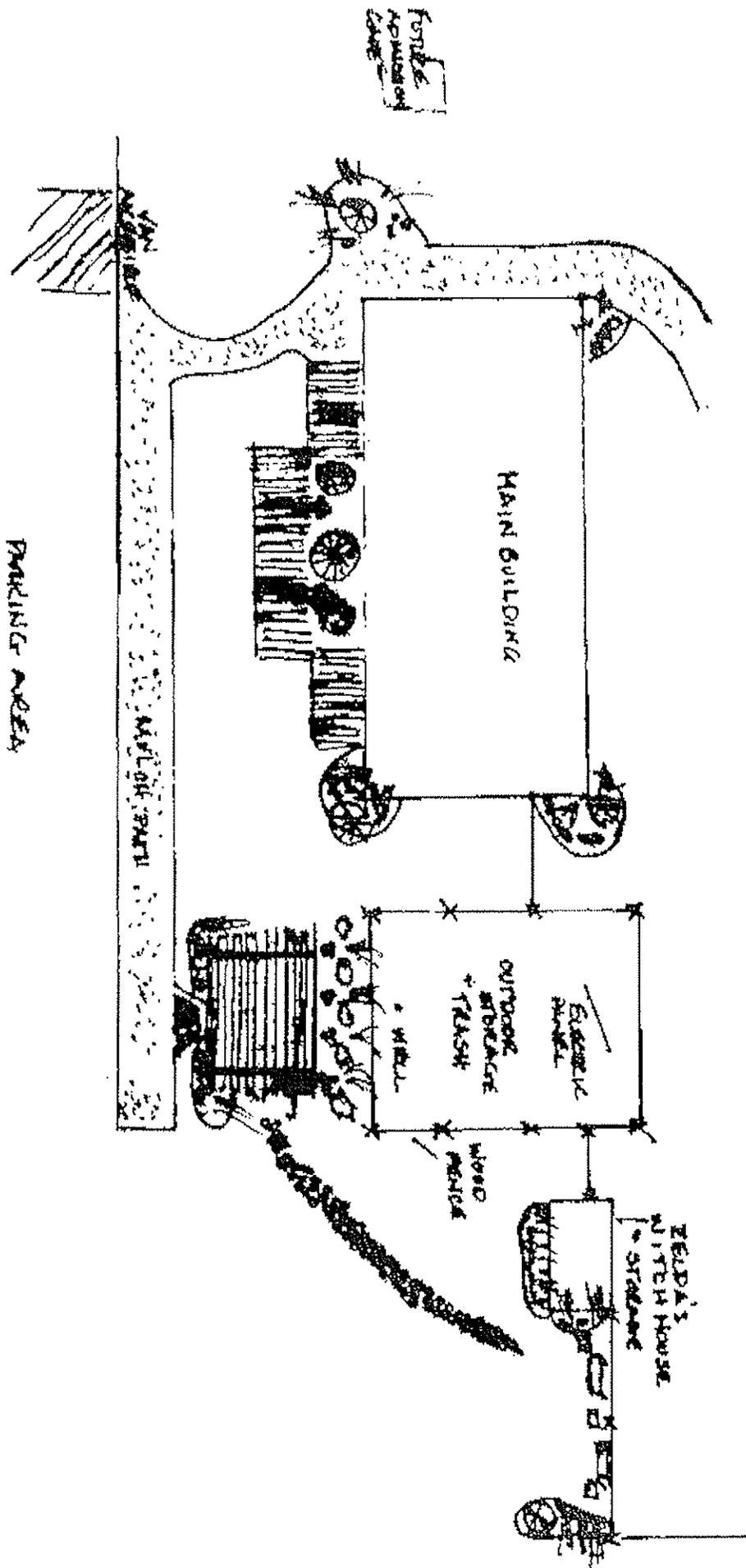
ATTEST:

Susan T. Ertmer, Clerk

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

Mark Harris
County Executive

County Board Supervisory district 32



PARKING AREA

MAIN BUILDING

OUTDOOR ATHLETIC + TRASH

ZELDA'S WITCH HOUSE
STORAGE

WOOD PENN

FUTURE APPROACH TO ROAD

Application # 13-ZC-016

Date of Hearing:

December 18, 2013

Owner(s):

Freddy Finn Ventures LL
Finn, Martin L.

Subject Parcel(s):

0120367



Winnebago County
WINGS Project

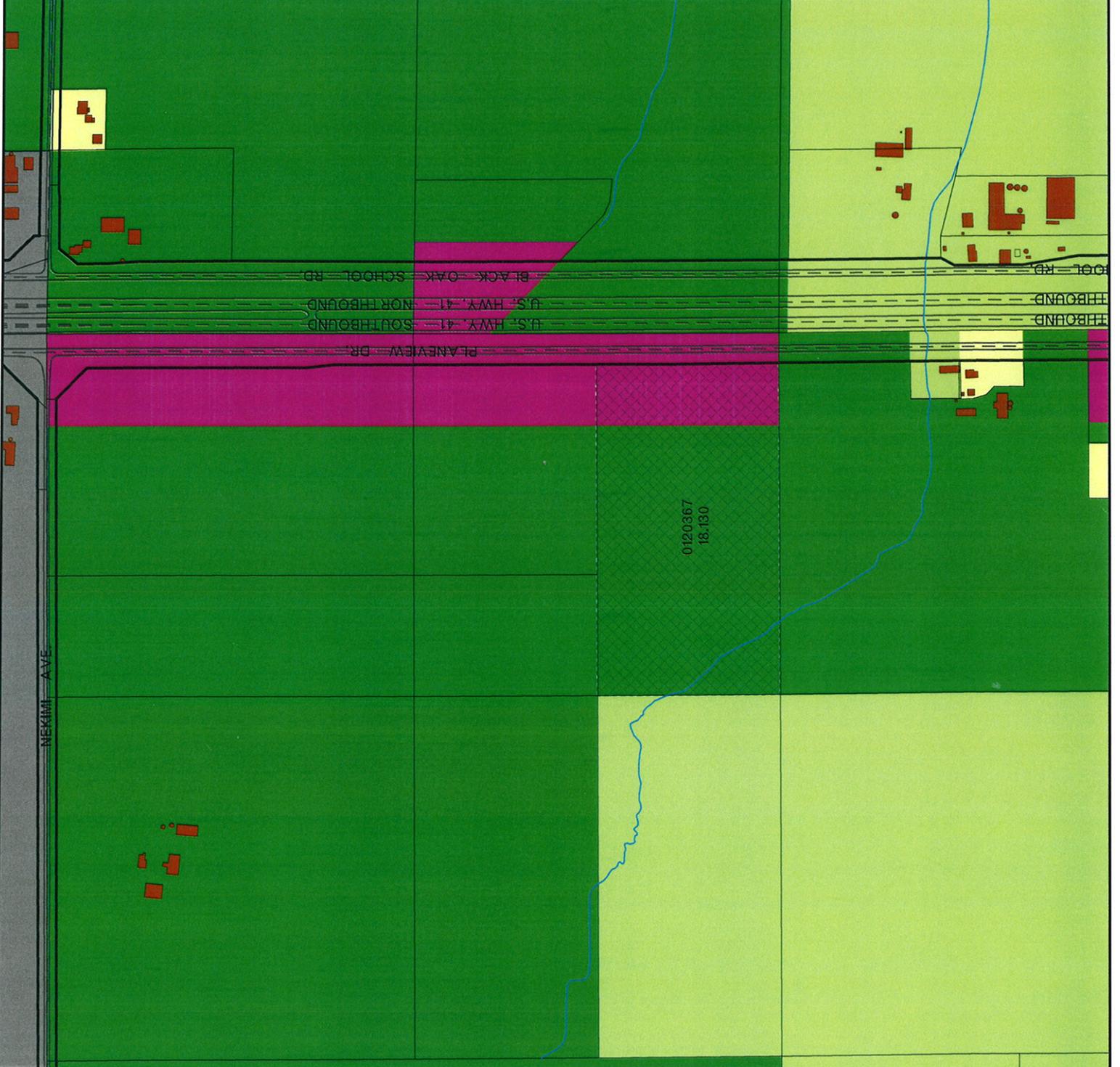
Scale
1 inch : 500 feet

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	

Other Areas

City of Oshkosh, Extraterritorial Zoning Jurisdiction
Incorporated Area



Application #13-ZC-016

Date of Hearing:

December 18, 2013

Owner(s):

Freddy Finn Ventures LLC / Finn, Martin

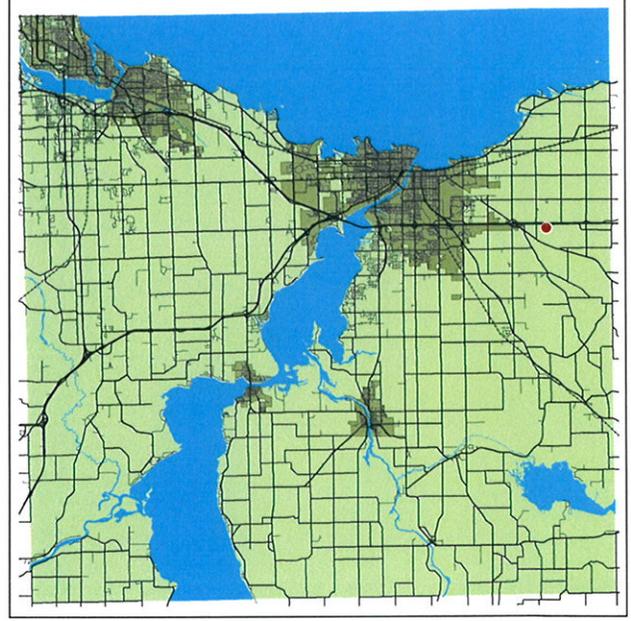
Subject Parcel(s):

0120367

Winnebago County
WINGS Project

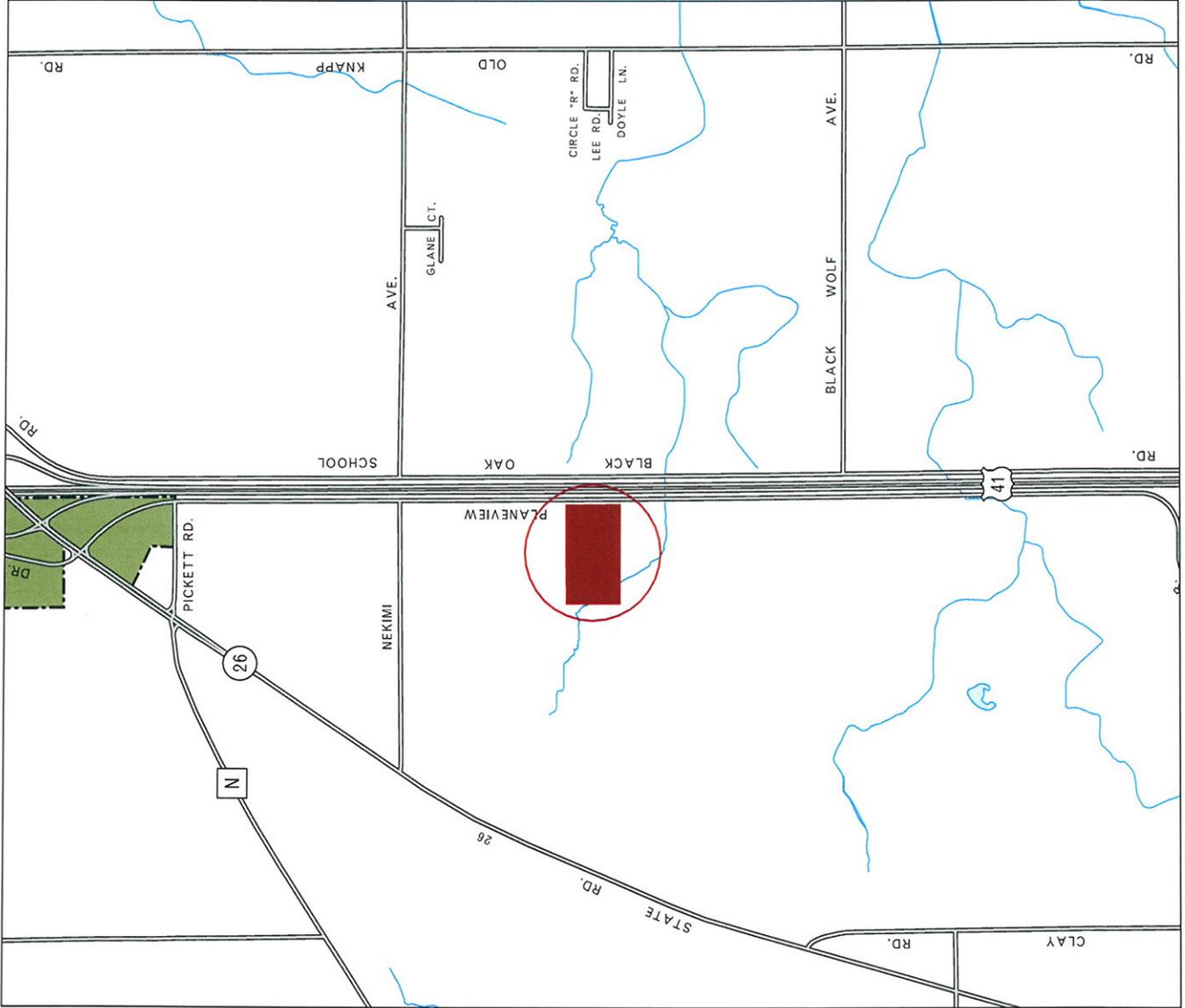


● = SITE



WINNEBAGO COUNTY

○ = SITE



Scale 1 inch : 2000 feet

1 **302-22014**

2 **RESOLUTION: Commendation for John Ralph**

3

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

5 **WHEREAS**, John Ralph has been employed with Park View Health Center for the past thirty-four (34)
6 years, and during that time has been a most conscientious and devoted County employee; and

7 **WHEREAS**, John Ralph has now retired from those duties, and it is appropriate for the Winnebago County
8 Board of Supervisors to acknowledge his years of service.

9 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that sincere
10 appreciation and commendation be and is hereby extended to John Ralph for the fine services he has rendered to
11 Winnebago County.

12 **BE IT FURTHER RESOLVED** that the Winnebago County Clerk send a copy of this Resolution to
13 John Ralph.

14 Respectfully submitted by:

15 **PERSONNEL AND FINANCE COMMITTEE**

16

17 Committee Vote: _____

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

19

20

21 Approved by the Winnebago County Executive this _____ day of _____, 2014.

22

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25

Mark L Harris
Winnebago County Executive

1 **303-22014**

2 **RESOLUTION: Disallow Claim of Attorney Jeffrey Leavell on Behalf of Kirk Gobel**

3

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

5 **WHEREAS**, your Personnel and Finance Committee has had the claim of Attorney Jeffrey Leavell on Behalf
6 of Kirk Gobel referred to it for attention; and

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

9 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that the claim of
10 Attorney Jeffrey Leavell on Behalf of Kirk Gobel, filed with the County Clerk on January 16, 2014, be and the same is
11 hereby disallowed for the reason that there is no basis for liability on the part of Winnebago County.

12

13

Submitted by:

14

PERSONNEL AND FINANCE COMMITTEE

15

Committee Vote: _____

16

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

17

18

Approved by the Winnebago County Executive this ____ day of _____, 2014.

19

20

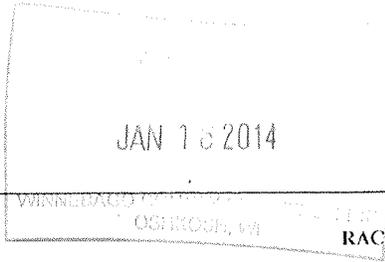
21

22

Mark L Harris
Winnebago County Executive

JEFFREY LEAVELL, S.C.

Attorneys at Law



723 S. MAIN STREET
RACINE, WISCONSIN 53403
(262)633-7322
FAX (262)633-7323

January 15, 2014

Via U. S. Mail

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

Via U. S. Mail

County Clerk
Winnebago County
415 Jackson Street, Room 110
Oshkosh, WI 54901

Via U. S. Mail

Town Clerk
Town of Neenah
2000 Municipal Drive
Neenah, WI 54956

Via U. S. Mail

City Clerk
City of Neenah
211 Walnut Street
Neenah, WI 54956

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

To Whom it May Concern:

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

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

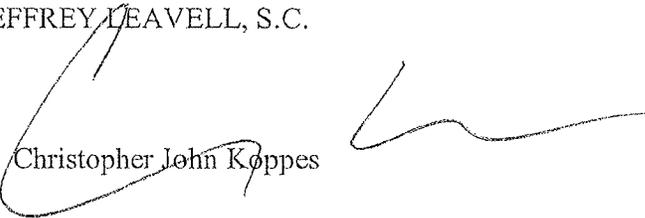
Collision:	\$8325.00
Deductible:	\$500.00
Rental:	\$338.28
Minus Salvage:	- \$1683.05
Total:	\$7480.23

Badger Mutual seeks compensation for 100% of the damages outlined above. Please contact me at your earliest convenience to discuss the resolution of this matter.

Very truly yours,

JEFFREY LEAVELL, S.C.

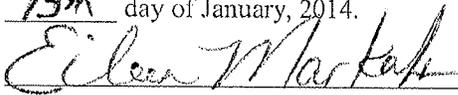
By:


Christopher John Koppes

CJK/emm
Enclosures

CERTIFICATE OF SERVICE BY MAIL

The undersigned certifies that a true copy of the within was served by mail upon all parties referenced in the caption of this letter pursuant to Wis. Stat §801.14 this 15th day of January, 2014.



X 1606775-F47

POLICE # 13-3411

ACCIDENT # 13-3411

<input checked="" type="checkbox"/> Reportable Accident		<input type="checkbox"/> On Emergency		<input type="checkbox"/> Amended		DOT Document Number CJ2X642		Document Override Number	
Agency Accident Number 13-3411				Police Number 13-3411					
4 - Accident Date 09/17/2013		5 - Time of Accident (Military Time) 1445		6 - Total Units 02		7 - Total Injured 02		8 - Total Killed 00	
2 - County WINNEBAGO CO		3 - Municipality MENASHA TOWN		11 - Accident Location INTERSECTION					
14 - On Hwy No. 041		14 - On Street Name		14 - Bus/Frnt/Rmp		15 - Est. Dist Ft/Mi		15 - Hwy. Dir NORTH	
16 - Fr/At Hwy No. 10		16 - From/At Street Name		18 - Business/Frontage/Ramp					
17 - Structure Type		17 - Structure Number		12 - Latitude		13 - Longitude			
80 - First Harmful Event MOTOR VEHICLE IN TRANSPORT				83 - Manner of Collision NO COLLISION WITH MOTOR VEHICLE IN TRANSPORT					
112 - Access Control NO CONTROL		113 - Road Curvature STRAIGHT		113 - Road Terrain LEVEL/FLAT		Surface Type CONCRETE - 1			
115 - Traffic Way DIVIDED-HIGHWAY-MEDIAN-STRIP-WITH-TRAFFIC-BARRIER									
117 - Relation To Roadway ON-ROADWAY									
114 - Light Condition DAYLIGHT			116 - Road Surface Condition DRY			118 - Weather CLEAR			
<input type="checkbox"/> Hit and Run		<input checked="" type="checkbox"/> Government Property		<input type="checkbox"/> Fire		<input type="checkbox"/> Photos Taken		<input type="checkbox"/> Trailer or Towed	
<input type="checkbox"/> Truck, Bus, or Hazardous Materials		<input type="checkbox"/> Load Spillage		<input type="checkbox"/> Construction Zone		<input checked="" type="checkbox"/> Names Exchanged			
101 <input type="checkbox"/> Supplemental Reports		102 <input type="checkbox"/> Witness Statements		103 <input type="checkbox"/> Measurements Taken		79 - E M S Number N			

GENERAL INFORMATION

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With OTHER OBJECT - NOT FIXED		23 - Dir Of Travel NORTH		24 - Speed Limit 65			
36 - Operating as Classified D CLASS		37 - Endorsements		35 <input type="checkbox"/> Operating Commercial Motor Vehicle					
28 - Driver License Number G1405115809108		30 - State WI		21 - Expiration Year 2016		34 - On Duty Accident			
25 - Operator/Pedestrian Last Name GOBEL		25 - First Name KIRK		25 - Middle Initial K		25 - Suffix			
32 - Date Of Birth 03/11/1959		33 - Sex MALE							
26 - Address - Street & Number 2411 W JONATHON DR						26 - PO Box			
27 - City APPLETON			27 - State WI		27 - Zip Code 54914		28 - Telephone Number (920) 284-2322 EXT.		
39 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)				40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED					
38 - Injury Severity C - POSSIBLE INJURY		41 - Airbag NON-DEPLOYED		42 - Ejected NOT-EJECTED		44 <input type="checkbox"/> Medical Transport			
43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action					
119 - What Driver Was Doing GOING-STRAIGHT			120 - Traffic Control NO-CONTROL			62 - No. of Citations Issued 0			
64 - 1st Statute No.		64 - 2nd Statute No.		64 - 3rd Statute No.		64 - 4th Statute No.		64 - 5th Statute No.	
122 - Driver Factors NOT-APPLICABLE									
88 - Driver or Pedestrian Cond APPEARED NORMAL				89 - Substance Presence UNKNOWN					
90 - Alcohol Test TEST NOT GIVEN			90 - Alcohol Content			91 - Drug Test TEST-NOT-GIVEN			

OPERATOR/PEDESTRIAN 01

81 - Drugs Reported
124 - Highway Factors NOT-APPLICABLE

Vehicle

VEHICLE 01	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR		22 - Total Occupants 1	
	68 - License Plate Number 486PUN	67 - Plate Type AUT	66 - State / Exp. Year WI / 2014	65 - Vehicle Identification Number 6Y2SL03865Z448962		
	50 - Year 2005	51 - Make PONT	52 - Model VIBE	53 - Body Style 4D	54 - Color MAR	100 - Skidmarks to Impact (Ft)
	84 - Vehicle Damage FRONT PASSENGER SIDE, TOP OF VEHICLE					
	85 - Extent Of Damage SEVERE		86 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		87 - Vehicle Removed By REIF'S TOWING	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 01	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name GOBEL		46 - First Name KIRK	46 - Middle Initial K	46 - Suffix	Date Of Birth 03/11/1959
	46 - Company Name					
	47 - Address Street & Number 2411 W JONATHON DR			47 - PO Box		
	48 - City APPLETON		48 - State WI	48 - Zip Code 54914	49 - Telephone Number (920) 284-2322 EXT.	

Insurance

INS 01	63 - Liability Insurance Company BADGER-MUTUAL-INS.CO		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name GOBEL		61 - Policy Holder First Name KIRK
	61 - Policy Holder Company		

School Bus

BUS 01	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Operator/Pedestrian

Unit Status		81 - Most Harmful Event: Collision With OTHER OBJECT- NOT FIXED	23 - Dir Of Travel NORTH	24 - Speed Limit 65
36 - Operating as Classified D CLASS		37 - Endorsements	35 <input type="checkbox"/> Operating Commercial Motor Vehicle	
24 - Driver License Number W4520438980902		20 - State / Exp. Year WI / 2010	24 - On Duty Accident	
28 - Operator/Pedestrian Last Name WILLIAMS		26 - First Name ALYSSA	25 - Middle Initial M	25 - Suffix
32 - Date Of Birth 10/29/1989		33 - Sex FEMALE		

OPERATOR/PEDESTRIAN 02	26 - Address Street & Number 2510 ELMWOOD CT		26 - PO Box		
	27 - City APPLETON		27 - State WI	27 - Zip Code 54911	28 - Telephone Number
	38 - Seat Position FRONT-SEAT-LEFT-SIDE-(MC/BIKE DRIVER, TRAIN CONDUCTOR)			40 - Safety Equipment SHOULDER-BELT-AND-LAP-BELT-USED	
	36 - Injury Severity C - POSSIBLE INJURY		41 - Airbag NON-DEPLOYED	42 - Ejected NOT-EJECTED	44 <input type="checkbox"/> Medical Transport
	43 - Trapped/Extricated NOT-TRAPPED		92 - Pedestrian Location		92 - Pedestrian Action
	119 - What Driver Was Doing GOING-STRAIGHT		120 - Traffic Control NO-CONTROL		62 - No. of Citations Issued 0
	64 - 1st Statute No.	64 - 2nd Statute No.	64 - 3rd Statute No.	64 - 4th Statute No.	64 - 5th Statute No.
	122 - Driver Factors NOT-APPLICABLE				
	88 - Driver or Pedestrian Cond APPEARED NORMAL		89 - Substance Presence UNKNOWN		
	90 - Alcohol Test TEST NOT GIVEN		90 - Alcohol Content		91 - Drug Test TEST-NOT-GIVEN
	91 - Drugs Reported				
	124 - Highway Factors NOT-APPLICABLE				

Vehicle

VEHICLE 02	21 - Unit Type AUTOMOBILE		Vehicle Type PASSENGER-CAR		22 - Total Occupants 1	
	56 - License Plate Number 886TSX		57 - Plate Type AUT	58 - State WI	59 - Exp Year 2014	55 - Vehicle Identification Number 1N1BR32E572930127
	50 - Year 2007	51 - Make TOYT	52 - Model COROLLA CE	53 - Body Style 4D	54 - Color SIL	100 - Skidmarks to Impact (Ft)
	94 - Vehicle Damage TOP OF VEHICLE					
	95 - Extent Of Damage MODERATE		96 <input checked="" type="checkbox"/> Vehicle Towed Due To Damage		97 - Vehicle Removed By M & M TOWING	
	123 - Vehicle Factors NOT-APPLICABLE					

Vehicle Owner

VEH OWNER 02	45 <input checked="" type="checkbox"/> Vehicle Owner Same As Operator					
	46 - Vehicle Owner Last Name WILLIAMS		46 - First Name ALYSSA	46 - Middle Initial M	46 - Suffix	Date Of Birth 10/29/1989
	46 - Company Name					
	47 - Address Street & Number 2510 ELMWOOD CT			47 - PO Box		
	48 - City APPLETON		48 - State WI	48 - Zip Code 54911	49 - Telephone Number	

Insurance

INS 02	63 - Liability Insurance Company PROGRESSIVE-CASUALTY-INS-CO		60 <input checked="" type="checkbox"/> Policy Holder Same As Owner
	61 - Policy Holder Last Name WILLIAMS		61 - Policy Holder First Name ALYSSA
	61 - Policy Holder Company		

School Bus

BUS 02	Bus Travelling to/from <input type="radio"/> To <input type="radio"/> From	School Name	Body Make	Seating Capacity
	School District Contracted With			

Property

PROPERTY OWNER 01	Organization Type GOVERNMENT	84 - Property Owner Last Name	84 - First Name	84 - Middle Initial	84 - Suffix	
	84 - Company Name WISCONSIN HWY AND TRANSPORTATION DISTRIC 3			Government Property Type FEDERAL/STATE		
	85 - Address Street & Number 944 VANDERPERIEN WAY		86 - PO Box 28080			
	86 - City GREEN BAY		86 - State WI	86 - Zip Code 54304	87 - Telephone Number (920) 497-5643 EXT.	
	83 - Government Damage Tag Number					
	Fixed Objects Struck					
82 - Striking Unit 1		82 - Object Struck OTHER-OBJECT-NOT-FIXED		82 - Striking Unit 2		
82 - Striking Unit		82 - Object Struck		82 - Object Struck		
82 - Striking Unit		82 - Object Struck		82 - Object Struck		

Diagram and Narrative

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

Officer Information

OFFICER INFORMATION	125 - Officer Last Name NICLA		125 - First Name CHRISTOPHER	125 - Middle Initial	131 - Officer ID W38	
	129 - Law Enforcement Agency No. 7100		130 - Law Enforcement Agency Name WINNEBAGO COUNTY SHERIFF			
	126 - Law Enforcement Agency Address Street & Number 4311 JACKSON STREET					
	127 - City OSHKOSH		127 - State WI	127 - Zip Code 54903	128 - Telephone Number (920) 236-7300 EXT.	
	132 - Date Notified 09/17/2013		133 - Time Notified (Military Time) 1447	134 - Time Arrived (Military Time) 1501		135 - Date Of Report 09/17/2013
	Agency Accident Number 13-3411		Police Number 13-3411	19 - Special Study		
	18 - Agency Space					

1 304-22014

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

3

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

5 **WHEREAS**, the payment schedule for deputy coroners in the Winnebago County Coroner’s Office has not
6 been amended since Resolution 316-112001 made changes effective January 1, 2002; and

7 **WHEREAS**, deputy coroners perform highly-responsible work, and a modest increase in the amount they
8 receive for calls is well justified; and

9 **WHEREAS**, one deputy coroner has been designated as chief deputy coroner for the purpose of providing
10 backup leadership to the Coroner’s Office requiring him to perform the functions of the coroner when the coroner is
11 absent, and the additional responsibilities performed by the chief deputy coroner justify increased compensation for
12 that position; and

13 **WHEREAS**, funding for the increases called for by this Resolution has been included in the adopted 2014
14 Winnebago County Budget.

15 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
16 adopts the following payment schedule for deputy coroners in the Winnebago County Coroner’s Office effective
17 January 1, 2014.

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

18

19 Respectfully submitted by:

20 **JUDICIARY AND PUBLIC SAFETY COMMITTEE**

21 Committee Vote: **5-0**

22 Respectfully submitted by:

23 **PERSONNEL AND FINANCE COMMITTEE**

24 Committee Vote: _____

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

26

27 Approved by the Winnebago County Executive this _____ day of _____, 2014.

28

29

30 _____
31 Mark L Harris
Winnebago County Executive

1 305-22014

2 **RESOLUTION: Convey a 5.82 Acre Parcel of Highway Right-of-Way to the Wisconsin**
3 **Department of Transportation in Accordance with §84.09(3)(b), Wis Stats,**
4 **and Authorize the Appropriate Official to Sign the Quit Claim Deed**
5

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

7 **WHEREAS**, in 1945 Winnebago County purchased a parcel of land near the USH 41 and STH 26
8 Interchange for the purpose of future expansion of USH 41; and

9 **WHEREAS**, the purchase of this parcel of land was funded by the Wisconsin Department of Transportation
10 (DOT). At that time, it was a common practice for the Wisconsin DOT to purchase from the counties bordering the
11 projects the right-of-way and for the properties to be "held in trust" for the State; and

12 **WHEREAS**, pursuant to § 84.09(3)(b), Wis Stats, the Wisconsin DOT has the authority to require that
13 counties convey parcels of land "held in trust" back to the DOT upon request for no cost to DOT; and

14 **WHEREAS**, the DOT has requested that Winnebago County agree to convey this 5.82 acre parcel, located
15 at the SE corner of the USH 41/STH 26 interchange, back to the DOT.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 agrees to convey the 5.82 acre parcel of highway right-of-way back to the Wisconsin Department of Transportation
18 via a Quit Claim Deed to be signed by the appropriate county officials and recorded in the Office of the Register of
19 Deeds.

20 Respectfully submitted by:

21 **HGIHWAY COMMITTEE**

22 Committee Vote: **5-0**

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

24

25 Approved by the Winnebago County Executive this ____ day of _____, 2014.

26

27

28

29

Mark L Harris
Winnebago County Executive

**ORDER TO COUNTY TO CONVEY
HIGHWAY RIGHT OF WAY TITLE TO STATE**

DT2170 03/2012



Wisconsin Department of Transportation

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

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

x Curt Van Erem
State Real Estate Manager Signature

1/3/2014
Date

Curt Van Erem
Print Name

Project ID
3887

Parcel No.(s)
18

LEGAL DESCRIPTION

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

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

QUIT CLAIM DEED – RIGHT OF WAY TRANSFER

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

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

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

This space is reserved for recording data

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

Parcel Identification Number/Tax Key Number
None Assigned

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
_____ County)

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

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

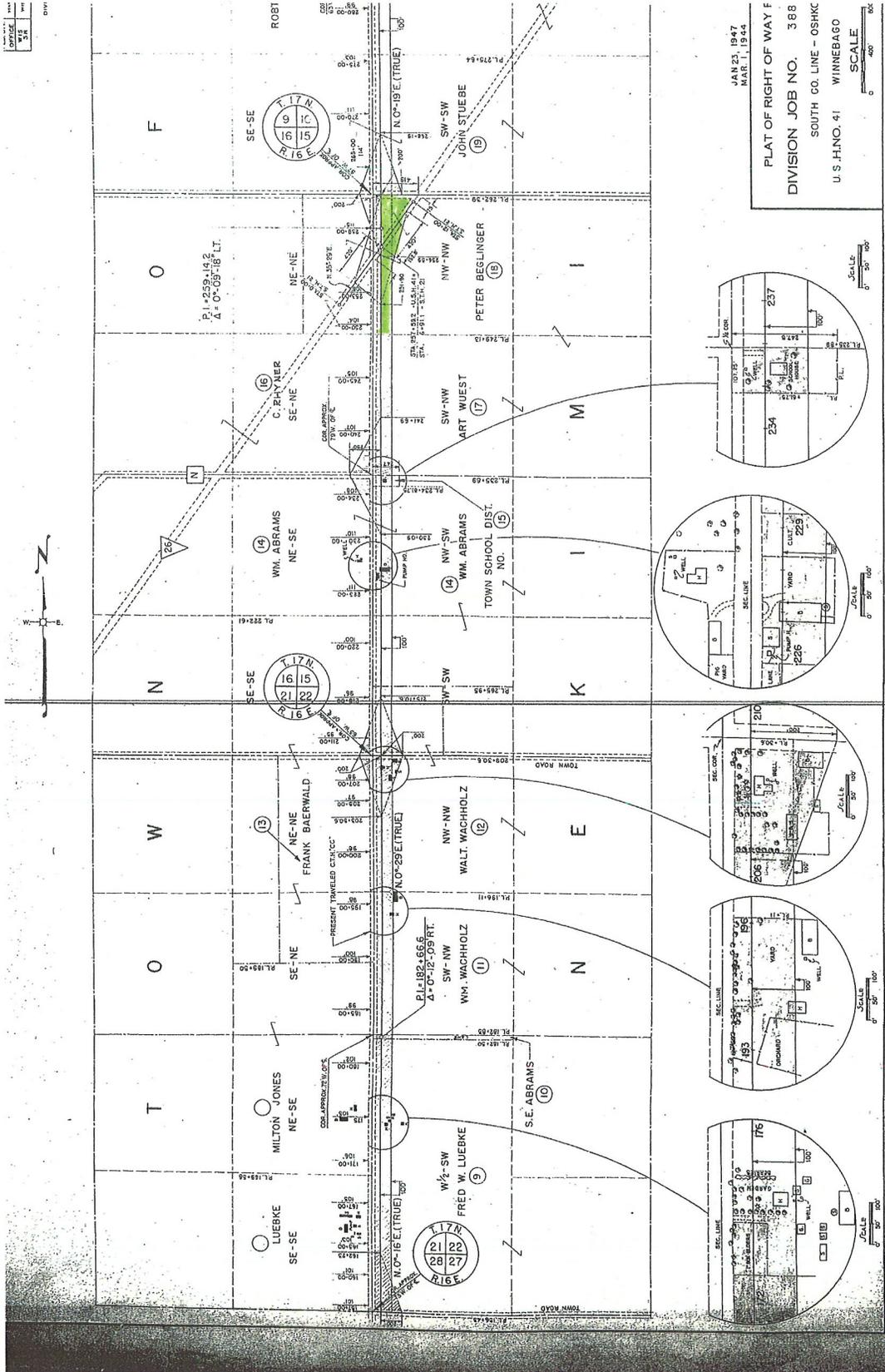
Date Commission Expires

Project ID
3887

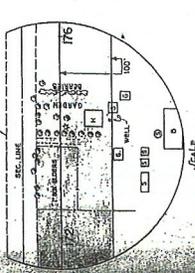
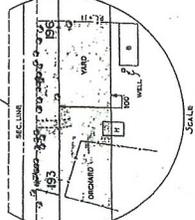
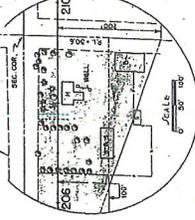
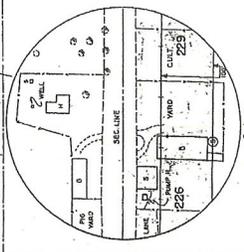
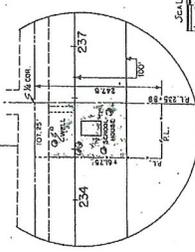
This instrument was drafted by
Wisconsin Department of Transportation

Parcel No(s).
18

1" = 40' HORIZ. SCALE
 1" = 100' VERT. SCALE
 DWG.



JAN 23, 1947
 MAR. 1, 1944
 PLAT OF RIGHT OF WAY
 DIVISION JOB NO. 388
 SOUTH CO. LINE - OSHK
 U.S.H.NO. 41 WINNEBAGO
 SCALE
 0 30' 100'



CONVEYANCE OF LANDS FOR HIGHWAY PURPOSES

(Sec. 84.09 (3))

It having been deemed necessary, for the proper improvement of a State Trunk Highway, to change or relocate a portion thereof through lands owned by Peter Beglinger, single

in the Town of Babini, Winnebago County, and a plat showing the existing location and the proposed change having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 84.09; and the said County Highway Committee having dealt by contract with the owner of said lands.

KNOW ALL MEN BY THESE PRESENTS, That the said owner, Peter Beglinger, for a valuable consideration, to-wit: the sum of Thirteen Hundred Eighteen and 50/100 Dollars (\$ 1318 50) in hand paid, the receipt of which is hereby acknowledged, do hereby grant and convey to Winnebago County, Wisconsin, for highway purposes as long as so used, the lands of said owner necessary for said relocation, shown on the said plat and described as follows, to-wit:

That part of the following described strip of land in T17N., R16E., in Section 15 that extends across the west side of the NW-1/4 thereof.

A strip of land bounded on the west by the west line of said Section 15 and bounded on the east by a line 100 feet east of, measured at right angles to, and being parallel with the proposed centerline of U. S. Highway No. 41, as laid out under Division Job No. 3887, South County Line-Oshkosh Road, the said centerline being located and described as follows:

Commencing at a point approximately 87 feet east of the northwest corner of said Section 15; Thence S. 0°-19' N. (True) 324.8 feet; Thence S. 0°-29' W. (True) 2325.2 feet to a point approximately 79 feet east of the west one-quarter corner of said Section 15.

Also a parcel of land in the said NW-1/4 of Section 15 and in the NW-1/4 of Section 16 described as follows:

Commencing approximately 87 feet east of the northwest corner of said Section 15; Thence continuing east on the section line 132 feet; Thence S. 35°-29' W. (True) along the centerline of State Trunk Highway No. 26 as it now exists 163.9 feet;

Thence southwesterly on a straight line to a point on the above located centerline of U. S. Highway No. 41, 1049 feet southerly from the point of commencement;

Thence northwesterly on a straight line to a point on the centerline of said State Trunk Highway No. 26, 1003.9 feet southwesterly from its intersection with the north line of Section 15;

Thence northeasterly on a straight line to the point of commencement. Excepting therefrom, that portion of the strip of land first described above.

Also that part of the triangular shaped parcel of land that lies within the said NW-1/4 of Section 16 described as follows:

Commencing approximately 87 feet east of the northwest corner of Section 15; Thence southerly along the centerline of U. S. Highway No. 41 as hereinbefore located 580 feet; Thence northwesterly on a straight line to a point on the north line of said Section 16, 200 feet west of the point of commencement; Thence east along the section line 200 feet to the point of commencement.

Said parcels being less that portion included in this description which is already used for highway purposes, and containing 5.82 acres, more or less.

NOTE: This agreement is based on the lump sum of \$ 1318 50 for all land, fencing, and damages of every kind and nature.

On this 1st day of March, 1945, Peter Beglinger, joining in and consenting to this conveyance, this

In presence of Julius F. Mommwaerts, Peter Beglinger (SEAL)

County of Winnebago, E. N. Bird (SEAL)

State of Wisconsin (SEAL)

My commission expires (SEAL)

STATE OF WISCONSIN, County of Winnebago

On this 1st day of March, 1945, before me, Julius F. Mommwaerts

known to me (or satisfactorily proven) to be the person whose name Peter Beglinger, single subscribed to the within instrument

and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires Nov 23 1947

Notary Public Brown County

State of Wisconsin

County of _____

On this the _____ day of _____, 19____, before me,

the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal.

My commission expires _____ Notary Public (SEVI)

State of Wisconsin

County of _____

On this the _____ day of _____, 19____, before me,

the undersigned officer, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name _____ subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal. My commission expires _____ Notary Public

CORPORATE ACKNOWLEDGMENT

State of Wisconsin

County of _____

On this _____ day of _____, 19____, before me the undersigned, personally

appeared _____ and _____ to me personally known, who being by me duly sworn, did say that they are respectively _____ President and _____ of _____ Corporation;

that the seal affixed to the foregoing instrument is the corporate seal of said Corporation; that said instrument was signed and sealed in behalf of said Corporation by authority of its Board of Directors;

and said _____ and _____ severally acknowledged said instrument to be the free act and deed of said Corporation.

My commission expires _____ Notary Public

Notary Public Seal for _____ County, Wisconsin. Includes text: 'Notary Public', 'State of Wisconsin', 'My Commission Expires', and 'Notary Public'. The seal is circular and contains the text 'NOTARY PUBLIC STATE OF WISCONSIN' around the perimeter. The center contains the name of the notary and the date of commission expiration. The seal is stamped over the bottom portion of the document.

1 306-22014

2 **RESOLUTION: Convey a .82 Acre Parcel of Highway Right-of-Way to the Wisconsin**
3 **Department of Transportation in Accordance with §84.09(3)(b), Wis Stats,**
4 **and Authorize the Appropriate Official to Sign the Quit Claim Deed**
5

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

7 **WHEREAS**, in 1952 Winnebago County purchased a parcel of land near the USH 41 and STH 26
8 Interchange for the purpose of future expansion of USH 41; and

9 **WHEREAS**, the purchase of this parcel of land was funded by the Wisconsin Department of Transportation
10 (DOT). At that time, it was a common practice for the Wisconsin DOT to purchase from the counties bordering the
11 projects the right-of-way and for the properties to be "held in trust" for the State; and

12 **WHEREAS**, pursuant to § 84.09(3)(b), Wis Stats, the Wisconsin DOT has the authority to require that
13 counties convey parcels of land "held in trust" back to the DOT upon request for no cost to DOT; and

14 **WHEREAS**, the DOT has requested that Winnebago County agree to convey this .82 acre parcel, located at
15 the SE corner of the USH 41/STH 26 interchange, back to the DOT.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 agrees to convey the .82 acre parcel of highway right-of-way back to the Wisconsin Department of Transportation via
18 a Quit Claim Deed to be signed by the appropriate county officials and recorded in the Office of the Register of
19 Deeds.

20 Respectfully submitted by:

21 **HIGHWAY COMMITTEE**

22 Committee Vote: **5-0**

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

24

25 Approved by the Winnebago County Executive this ____ day of _____, 2014.

26

27

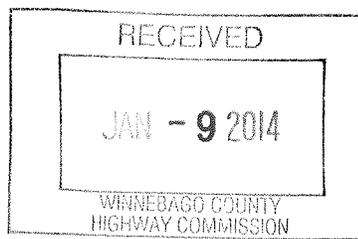
28

29

Mark L Harris
Winnebago County Executive

**ORDER TO COUNTY TO CONVEY
HIGHWAY RIGHT OF WAY TITLE TO STATE**

DT2170 03/2012



Wisconsin Department of Transportation

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

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

x Curt Van Eem 1/3/2014
 State Real Estate Manager Signature Date

Curt Van Eem
 Print Name

Project ID
 F03-2(45)

Parcel No.(s)
 77

QUIT CLAIM DEED – RIGHT OF WAY TRANSFER

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

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

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

This space is reserved for recording data

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

Parcel Identification Number/Tax Key Number
None Assigned

Signature Date

Print Name

Date

State of Wisconsin)
) ss.
 County)

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

Signature, Notary Public, State of Wisconsin

Print Name, Notary Public, State of Wisconsin

Date Commission Expires

Project ID
F03-2(45)

This instrument was drafted by
Wisconsin Department of Transportation

Parcel No(s).
77

LEGAL DESCRIPTION

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

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

CONVEYANCE OF LANDS TO COUNTY FOR HIGHWAY PURPOSES

It having been deemed necessary to change or relocate portions of a highway through or acquire interests in lands owned by Peter Beglinger, single

in the Town of Nekami, Winnebago County, and an order and map showing the old and new locations and the lands and interests required having been filed with the County Highway Committee and with the County Clerk of said County, by the State Highway Commission as required by Section 84.09 (1); and the said County Highway Committee having dealt by contract with the owner of said lands;

KNOW ALL MEN BY THESE PRESENTS, That the said owner(s), for a valuable consideration, to-wit: the sum of \$8000 Dollars (\$8000)

in hand paid, the receipt of which is hereby acknowledged; do(es) hereby grant and convey to Winnebago County, Wisconsin, for highway purposes as long as so used, the lands of said owner(s), shown on the said map and described as follows: to-wit:

A strip of land in the NW 1/4 NW 1/4, Section 15, T17N, R16E, that lies northwesterly of a line which is 60 feet southeasterly of and parallel to a reference line located and described as follows:

Commencing at a point on the north line of said Section 15, 419 feet east of the northwest corner of said Section 15;

Thence S. 35°-29' W. 326.8 feet.

Excepting therefrom that part previously acquired for highway purposes.

Said parcel contains 0.18 acres, more or less, exclusive of all lands previously acquired or now used for highway purposes.

The grantor releases all claim to any trees within the said lands, and understands and agrees that the purposes of this agreement include the right to preserve and protect any vegetation existing on the said lands, and the right to plant thereon and protect any vegetation that the highway authorities may deem desirable to prevent erosion of the soil or to beautify the highway.

A covenant is hereby made with the said Winnebago County that the said grantor holds the above described premises by good and perfect title; having good right and lawful authority to sell and convey the same; that said premises are free and clear from all liens and encumbrances whatsoever except as hereinafter set forth.

This conveyance shall be binding on the grantor, his heirs, executors, assigns and grantees, and the consideration hereinbefore named is acknowledged to be in full payment of all claims of whatsoever nature by the grantor arising through or by reason of the granting and conveying of the said lands.

And being the owner and holder of certain claims against said premises, do hereby join in and consent to said conveyance free of said lien.

WITNESS the hand and seal of the grantor and the person joining in and consenting to this conveyance, this 26th day of May, 1952.

In Presence of Jules F. Mommaerts, Peter Beglinger (SEAL), Jules E. Mommaerts, Peter Beglinger (SEAL), A. J. Kornder (SEAL)

STATE OF WISCONSIN, County of Winnebago, On this 26th day of May, 1952 before me, Leon Morrissey the undersigned officer, personally appeared Peter Beglinger

known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained.

In witness whereof I hereunto set my hand and official seal. My commission expires January 3, 1954. Leon Morrissey, Notary Public

1 307-22014

2 **RESOLUTION: Appropriate \$300,000 for the Milling and Resurfacing of CTH C in the**
3 **Town of Nekimi**

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

7 **WHEREAS**, CTH C from STH 26 south to the County Line in the Town of Nekimi is showing significant signs
8 of deterioration and is in need of resurfacing to extend it's useful life; and

9 **WHEREAS**, The Winnebago County Highway Department typically performs milling and paving projects
10 each year to the most deteriorated pavements in the system in order to extend the useful life and preserve the
11 County's investment in the asset; and

12 **WHEREAS**, CTH C has been scheduled for resurfacing in 2014 and has been identified as a needed project
13 in the Highway Department's 2014 – 2018 Capital Improvement Plan; and

14 **WHEREAS**, The Winnebago County Board recognizes the value of maintaining high quality transportation
15 systems in our County and is committed to maintaining our highway investments.

16 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
17 approves appropriating \$300,000 for a capital improvement project to mill and resurface CTH C from STH 26 south
18 to the County Line in the Town of Nekimi.

19 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds to pay for this
20 project be transferred from the General Fund of Winnebago County to the CTH C Capital Project Fund with the
21 General Fund being reimbursed from a subsequent bond issue.

23 **Fiscal Impact:** Annual debt service would be approximately \$ 35,500 per year for a 10-year period.

25 Respectfully submitted by:
26 **HIGHWAY COMMITTEE**

27 Committee Vote: **4-0**

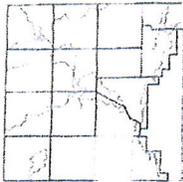
28 Respectfully submitted by:
29 **PERSONNEL & FINANCE COMMITTEE**

30 Committee Vote: **5-0**

32 Vote Required for Passage: **Three-Fourths of Members Elect**

34 Approved by the Winnebago County Executive this ____ day of _____, 2014.

36 _____
37 Mark L Harris
38 Winnebago County Executive

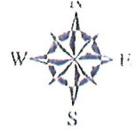


NEKIMI T.17N. - R.16E.

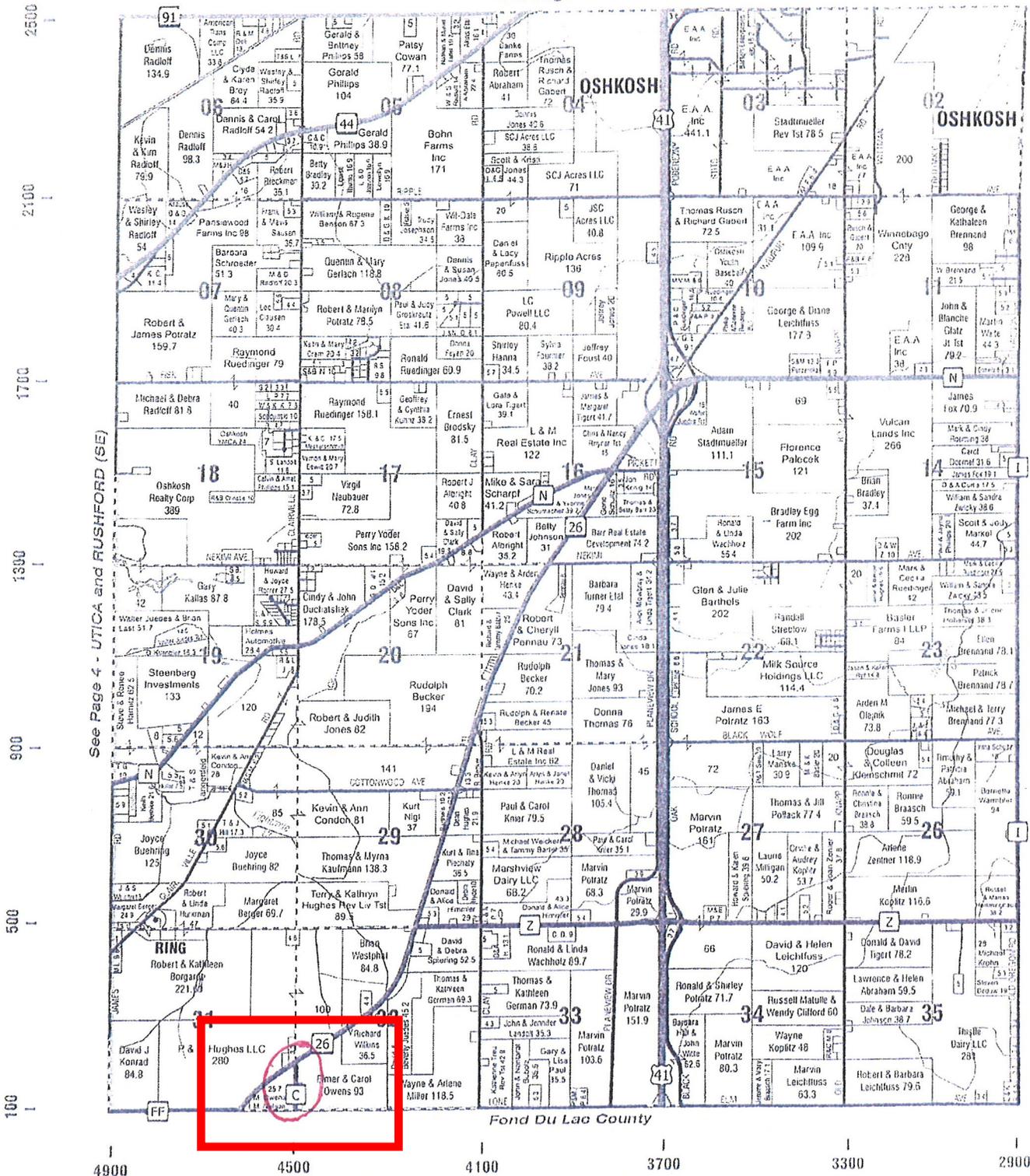
Winnebago Co. Highway Dept.
2014 Capital Improvement Plan

CTH C

Mill and Pave STH 26 to County Line



See Page 14 - ALGOMA



See Page 4 - UTICA and RUSHFORD (SE)

See Page 6 - BLACK WOLF

Fond Du Lac County

1 308-22014

2 **RESOLUTION: Appropriate \$800,000 for the Milling and Resurfacing of CTH Z in the**
3 **Town of Black Wolf**

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

7 **WHEREAS**, CTH Z from STH 45 to CTH I in the Town of Black Wolf is showing significant signs of
8 deterioration and is in need of resurfacing to extend it's useful life; and

9 **WHEREAS**, the Winnebago County Highway Department typically performs milling and paving projects each
10 year to the most deteriorated pavements in the system in order to extend the useful life and preserve the County's
11 investment in the asset; and

12 **WHEREAS**, CTH Z has been scheduled for resurfacing in 2014 and has been identified as a needed project
13 in the Highway Department's 2014 – 2018 Capital Improvement Plan; and

14 **WHEREAS**, the Winnebago County Board of Supervisors is committed to and supports good transportation
15 systems and highways in our County along with maintaining our infrastructure assets.

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 approves appropriating \$800,000 for a capital improvement project to mill and resurface CTH Y from CTH T to CTH
19 south.

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds to pay for this
21 project be transferred from the General Fund of Winnebago County to the CTH Z Capital Project Fund with the
22 General Fund being reimbursed from a subsequent bond issue.

23
24 **Fiscal Impact:** Annual debt service would be approximately \$94,500 per year for a 10-year period.

25
26 Respectfully submitted by:
27 **HIGHWAY COMMITTEE**

28 Committee Vote: **4-0**

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

31 Committee Vote: **5-0**

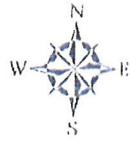
32
33 Vote Required for Passage: **Three-Fourths of Members Elect**

34
35 Approved by the Winnebago County Executive this ____ day of _____, 2014.

36
37 _____
38 Mark L Harris
39 Winnebago County Executive



BLACK WOLF T.17N. - R.16E.-17E.

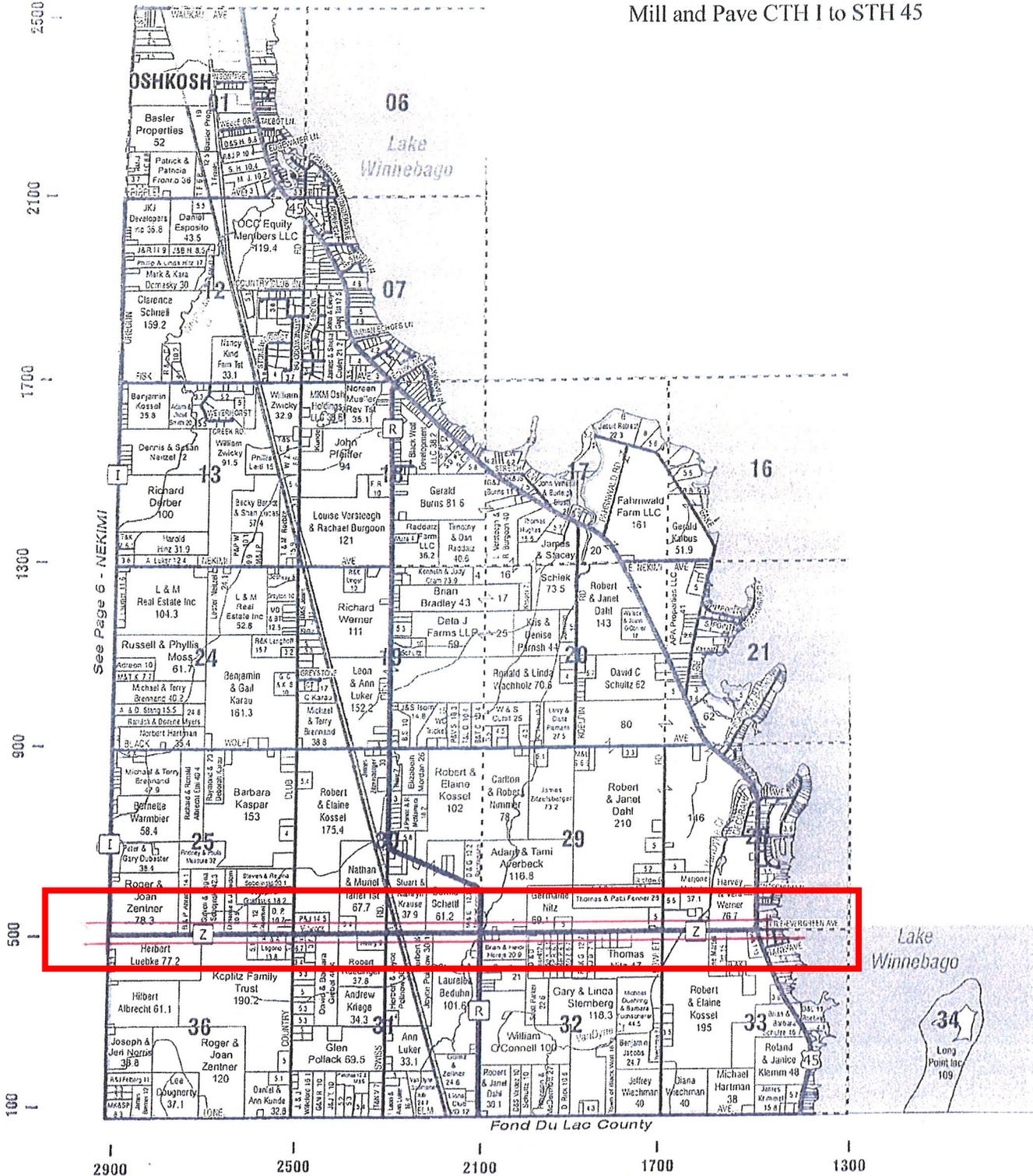


Winnebago Co. Highway Dept.
2014 Capital Improvement Plan

CTH Z

Mill and Pave CTH I to STH 45

See Page 14 - ALGOMA



1 309-22014

2 **RESOLUTION: Appropriate \$450,000 for the Milling and Resurfacing of CTH Y in the**
3 **Town of Oshkosh**

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

7 **WHEREAS**, CTH Y from CTH T to CTH S in the Town of Oshkosh is showing significant signs of
8 deterioration and is in need of resurfacing to extend it's useful life; and

9 **WHEREAS**, The Winnebago County Highway Department typically performs milling and paving projects
10 each year to the most deteriorated pavements in the system in order to extend the useful life and preserve the
11 County's investment in the asset; and

12 **WHEREAS**, CTH Y has been scheduled for resurfacing in 2014 and has been identified as a needed project
13 in the Highway Department's 2014 – 2018 Capital Improvement Plan; and

14 **WHEREAS**, The Winnebago County Board recognizes the value of highway quality transportation systems in
15 our County and is committed to maintaining our highways; and

16
17 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
18 approves appropriating \$450,000 for a capital improvement project to mill and resurface CTH Y from CTH T to CTH
19 south.

20 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that the funds to pay for this
21 project be transferred from the General Fund of Winnebago County to the CTH Y Capital Project Fund with the
22 General Fund being reimbursed from a subsequent bond issue.

23
24 **Fiscal Impact:** Annual debt service would be approximately \$53,000 per year for a 10-year period.

25
26 Respectfully submitted by:

27 **HIGHWAY COMMITTEE**

28 Committee Vote: **4-0**

29 Respectfully submitted by:

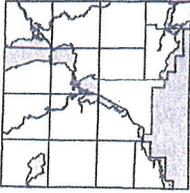
30 **PERSONNEL AND FINANCE COMMITTEE**

31 Committee Vote: **5-0**

32
33 Vote Required for Passage: **Three-Fourths of Members Elect**

34
35 Approved by the Winnebago County Executive this ____ day of _____, 2014.

36
37 _____
38 Mark L Harris
39 Winnebago County Executive

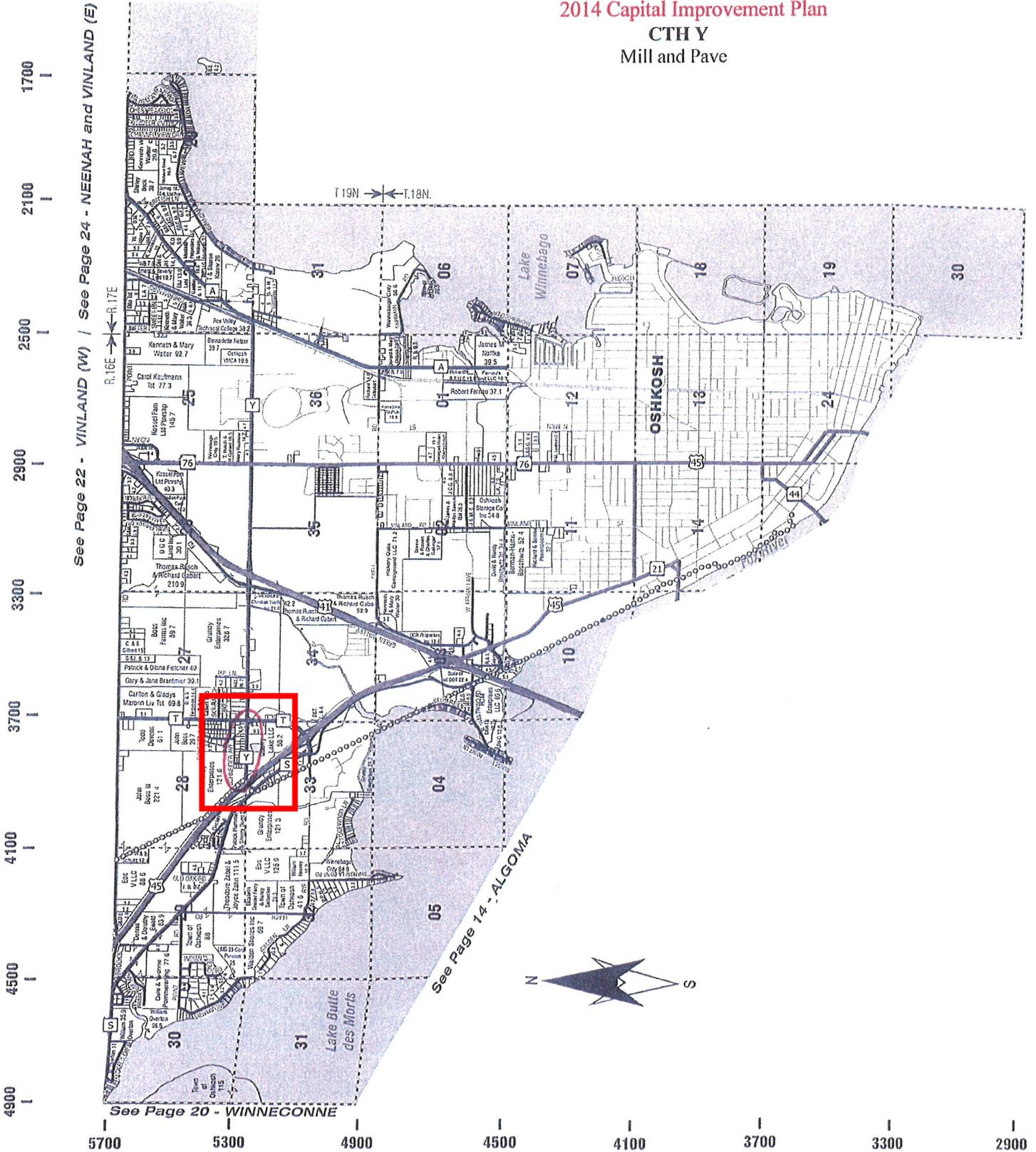


OSHKOSH T.18N.-19N. - R.16E.-17E.



Winnebago Co. Highway Dept.
2014 Capital Improvement Plan

CTHY
Mill and Pave



1 310-22014

2 **RESOLUTION: Authorize a Capital Project to Repair/Replace Sections of the Roofs Over**
3 **the UW Fox Valley Campus at a Cost of \$590,000, to be Funded \$295,000**
4 **from Outagamie County and \$295,000 from a Winnebago County Bond**
5 **Issue**
6

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

8 **WHEREAS**, several sections of roofing at the UW Fox Valley campus are in need of major repairs /
9 replacement in 2014 and have been included in the 5-year Capital Improvements Plan; and

10 **WHEREAS**, total estimated cost to replace / repair the sections of roofing is \$590,000; and

11 **WHEREAS**, Outagamie County is our 50% partner for all buildings at the campus and has approved their
12 share of the project; and

13 **WHEREAS**, this repair and maintenance work has been identified in a comprehensive roof study conducted
14 in 2013. Approximately 27% of the roof area (66,622 sq ft) is scheduled to be addressed with this project; and

15 **WHEREAS**, failure of a roof system will cause damage to interior spaces, equipment, building materials, and
16 infrastructure, which will be costly to repair or replace; and

17 **WHEREAS**, the typical life cycle of a membrane roof is 18 years. All roof areas to be addressed are 18
18 years old or older, up to 52 years old.

19 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
20 approves the roof repair / maintenance project at UW Fox Valley and appropriates \$590,000 to the Capital Project
21 Fund to cover the cost of the project, with \$295,000 to be funded by Outagamie County, and the remaining \$295,000
22 to be funded by Winnebago County.

23 **BE IT FURTHER RESOLVED** by the Winnebago County Board of Supervisors that it hereby authorizes a
24 transfer of \$295,000 from the General Fund of Winnebago County to the Capital Project Fund with the General Fund
25 being reimbursed from a subsequent bond issue.

26

27 **Fiscal Impact:** Annual debt service for a 10-year period would be approximately \$35,000.

28

29 Respectfully submitted by:

30 **UW FOX VALLEY BOARD OF TRUSTEES**

31 Committee Vote: **4-0**

32 Respectfully submitted by:

33 **FACILITIES AND PROPERTY MANAGEMENT COMMITTEE**

34 Committee Vote: **4-0**

35 Respectfully submitted by:

36 **PERSONNEL AND FINANCE COMMITTEE**

37 Committee Vote: **5-0**

38

39 Vote Required for Passage: **Three-Fourths of Members Elect**

40

41 Approved by the Winnebago County Executive this ____ day of _____, 2014.

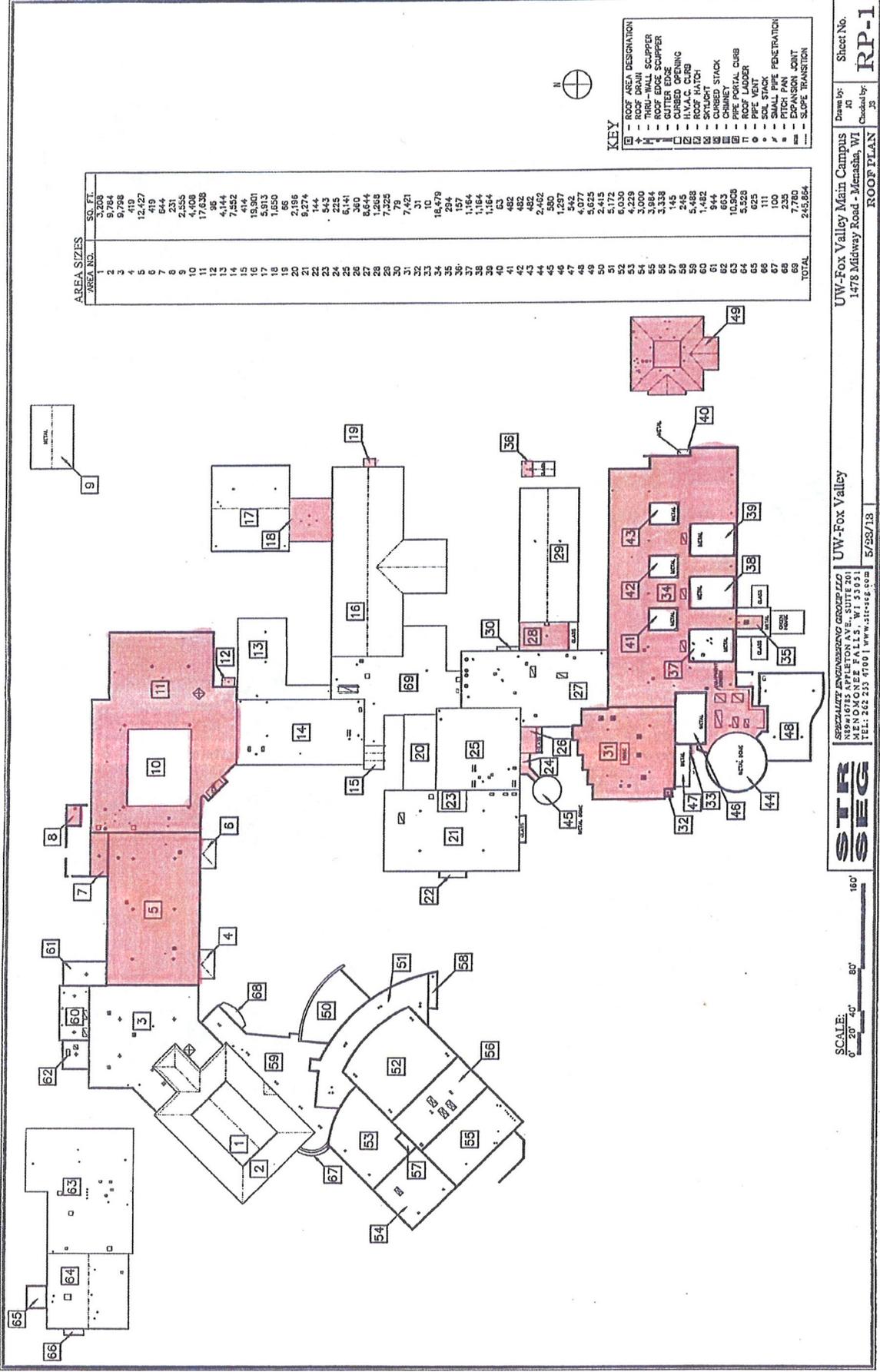
42

43

44

45

Mark L Harris
Winnebago County Executive



AREA NO.	SQ. FT.
1	3,784
2	5,784
3	9,798
4	419
5	12,427
6	419
7	231
8	2,555
9	4,408
10	17,638
11	39
12	4,552
13	414
14	19,901
15	5,813
16	1,690
17	2,196
18	5,274
19	144
20	543
21	225
22	340
23	8,644
24	1,268
25	7,325
26	79
27	31
28	10
29	18,479
30	294
31	197
32	1,164
33	1,164
34	63
35	482
36	482
37	482
38	2,462
39	580
40	1,297
41	542
42	4,077
43	2,415
44	5,172
45	6,030
46	4,229
47	3,060
48	3,338
49	145
50	245
51	5,488
52	1,482
53	65
54	10,920
55	625
56	111
57	111
58	230
59	7,780
60	245,864
TOTAL	

- KEY**
- ROOF USE DESIGNATION
 - ROOF DRAIN
 - THRU-WALL SCUPPER
 - ROOF EDGE SCUPPER
 - GUTTER EDGE
 - H.V.A.C. CURB
 - ROOF HATCH
 - SKYLIGHT
 - CURBED STACK
 - PIPE ROATAL CURB
 - ROOF LAODER
 - PIPE VENT
 - SOL STACK
 - EXPANSION JOINT
 - PITCH PAN
 - SLOPE TRANSITION

SPECIALTY ENGINEERING GROUP LLC
 1478 MIDWAY ROAD - MENASHA, WI 53051
 TEL: 262.233.4700 | WWW.STR-SEG.COM

UW-Fox Valley
 5/28/18

UW-Fox Valley Main Campus
 1478 Midway Road - Menasha, WI
 ROOF PLAN

Drawn by: JH
 Checked by: JS

Sheet No. **RP-1**

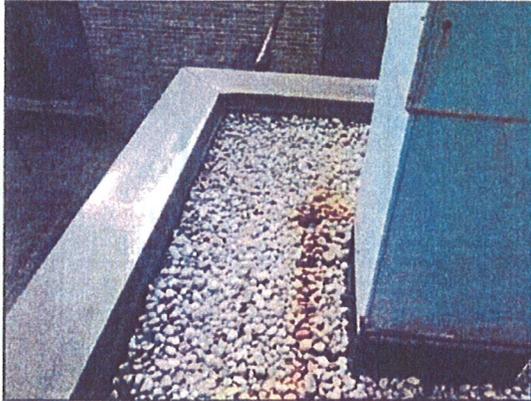
SCALE: 1" = 20' 40' 80' 160'
 0' 20' 40' 80' 160'



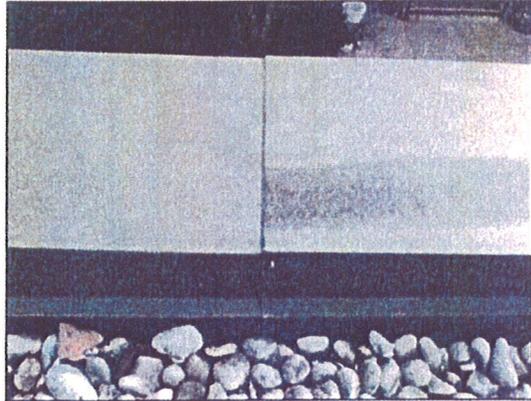
Membrane shrinkage on RA 7



Flashings tenting on RA 7



General view RA 8



Loose sheet metal fasteners on RA 8



Membrane shrinkage on RA 18



Flashing membrane terminates behind panels on RA 18

1 311-22014

2 **RESOLUTION: Authorize Contract Between AT&T and Winnebago County (Telephone**
3 **Line Service)**
4

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

6 **WHEREAS**, the telephone line service contract between Winnebago County and One Communications
7 Corporation will expire in May 2014; and

8 **WHEREAS**, Winnebago County has experienced issues with untimely support of its telephone line service
9 from One Communications Corporation; and

10 **WHEREAS**, AT&T offers competitive State contract pricing for the provision of telephone line service; and

11 **WHEREAS**, AT&T presently owns the copper telephone wiring which terminates inside County buildings;
12 and

13 **WHEREAS**, the fact that AT&T owns the telephone wiring within Winnebago County buildings has been a
14 source of conflict between Winnebago County and One Communications Corporation as to the issue of who is
15 responsible for the maintenance of certain wiring components; and

16 **WHEREAS**, if Winnebago County fails to execute a new long-term contract with a telephone line service
17 corporation prior to the expiration of the present contract with One Communications Corporation, Winnebago County
18 will be required to pay month-to-month pricing for the required service; and

19 **WHEREAS**, after careful review, the undersigned Committees have recommended the approval of a new
20 5-year contract between Winnebago County and AT&T for the provision of telephone line services.

21 **NOW, THEREFORE, BE IT RESOLVED** by the Winnebago County Board of Supervisors that it hereby
22 approves the execution of a contract between Winnebago County and AT&T for the provision of the primary lines for
23 telephone services to Winnebago County's major buildings pursuant to those terms as is contained in the attached
24 contract, which is made a part of this Resolution by reference, for a term of five (5) years.

25

26 Respectfully submitted by:

27 **INFORMATION SYSTEMS COMMITTEE**

28 Committee Vote: **4-1**

29 Respectfully submitted by:

30 **PERSONNEL AND FINANCE COMMITTEE**

31 Committee Vote: _____

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

33

34 Approved by the Winnebago County Executive this _____ day of _____, 2014.

35

36

37

38

Mark L Harris
Winnebago County Executive



AT&T Telecommunications Services

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

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

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

1. AUTHORIZED USER AGREEMENT TERM AND EFFECTIVE DATES

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

CONFIDENTIAL INFORMATION

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

2. AUTHORIZED USER OBLIGATIONS

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

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

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

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

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

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

3. SERVICES

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

4. MISCELLANEOUS PROVISIONS

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

CONFIDENTIAL INFORMATION

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

Page 2 of 3

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

AUTHORIZED USER (by its authorized representative)

By: _____

Typed or
Printed Name: _____

Title: _____

Date: _____

AT&T CORP. (by its authorized representative)

By: _____

Typed or
Printed Name: _____

Title: _____

Date: _____

List of Attachments:

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

CONFIDENTIAL INFORMATION

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

Page 3 of 3

Please sign by March 31, 2012.	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
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**ATTACHMENT A - WISCONSIN
RATES and CHARGES; INITIAL SERVICE COMPONENTS, SITE and SERVICE CONFIGURATION**
State of Wisconsin Department of Administration

A-1 Rates and Charges: Initial Quantities

Service	Service Component / USOC	Quantity	Monthly Recurring Price (MRP) per Unit	One-time/Startup/Service Component Charge (MSC) per Unit
ISDN Prime Service ("ISDN PRI")	Port, Switch DMS / ZPAZD/ZPQZD	Growth	\$200.00 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	Unlimited Local Calling on PRI / UTW	Growth	\$77.60 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	DID - Telephone Numbers - each / LTGBX	Growth	\$0.15 ✖	\$0.00
ISDN Prime Service ("ISDN PRI")	Calling Name ID per trunk group / NM1PG	Growth	\$15.00 ✖	\$150.00
DS3 Service	LDC Transport - Zone 2 / TZUP2	Growth	\$990.00	\$0.00
DS3 Service	LDC Transport - Zone 3 / TZUP3	Growth	\$990.00	\$0.00
DS3 Service	Central Office Multiplexing - Zone 2 / QM3X2	Growth	\$355.60	\$0.00
DS3 Service	Central Office Multiplexing - Zone 3 / QM3X3	Growth	\$355.60	\$0.00
DS1 Service	LDC Transport - Zone 1 (for PRI) / TZAX1	Growth	\$100.10	\$0.00
DS1 Service	LDC Transport - Zone 2 (for PRI) / TZAX2	Growth	\$100.10	\$0.00
DS1 Service	LDC Transport - Zone 3 (for PRI) / TZAX3	Growth	\$100.10 ✖	\$0.00

A-2 Customer Sites

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

Pricing Components, Additional Fees, Fed Access, State Access, 911 County
Charges not included. Remain the same as previous contract.

Please sign by March 31, 2012.

ILEC INTRASTATE SERVICES PRICING SCHEDULE
Provided Pursuant to Custom Terms

4. ADDS; MOVES

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

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

4.2 Moves

Per applicable Service Guidebook.

5. RATES AND CHARGES; QUANTITIES; INITIAL SITE(S)

See Attachment(s) A.

6. SPECIAL TERMS, CONDITIONS or OTHER REQUIREMENTS

6.1 Use of Service

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

6.2 Early Termination Charges – ISDN PRI Service and associated Access Services

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

- 1) \$1,500 for a circuit terminated prior to completion of month thirty-six (36) following (i) installation of the circuit under this Pricing Schedule, or (ii) migration of circuit to this Pricing Schedule; or
- 2) \$0 (zero dollars) for a circuit terminated on or after month thirty-six (36) following: (i) installation of the circuit under this Pricing Schedule, or (ii) migration of circuit to this Pricing Schedule

Authorized User Commitment term, 36 months

Please sign by March 31, 2012.	ILEC INTRASTATE SERVICES PRICING SCHEDULE Provided Pursuant to Custom Terms
--------------------------------	---

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

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

Service(s)	Service Provider(s)	Service Guidebook(s) (Incorporated by reference)	Service Guidebook Location(s)
DS1 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 15, Section 3	http://cor.web.att.com/pdf/wg/0015-0003.pdf
DS3 Service	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 15, Section 3	http://cor.web.att.com/pdf/wg/0015-0003.pdf
ISDN Prime Service ("ISDN PR")	AT&T Wisconsin	AT&T Wisconsin Guidebooks, including Guidebook No. 20, Part 17, Section 2	http://cor.web.att.com/pdf/wg/0017-0002.pdf

2. PRICING SCHEDULE TERM, EFFECTIVE DATES

State of WI and At&t Term

Pricing Schedule Term	60 months <i>8</i>
Pricing Schedule Term Start Date	on the Effective Date of this Pricing Schedule
Start Date of Minimum Payment Period, per Service Component	Later of the Effective Date or installation of the Service Component
Rate Stabilization per Service Component	Rates as specified for each Service Component are stabilized until the end of its Minimum Payment Period.
Rates following the end of Minimum Payment Period	Rates as specified in this Pricing Schedule for the Pricing Schedule Term. Where silent, applicable Service Guidebook rates then in effect, if any

3. MINIMUM PAYMENT PERIOD

Service Components	Percentage of Monthly Recurring Rate Applied for Calculation of Early Termination Charges	Minimum Payment Period per Service Component
ISDN-PR/DS1/DS3 Service Components (Existing, New and Adds)	NA - See Section 5.2	See Section 5.2

608 282 6199

at@t

15:31:22 07-09-2012

1 / 4

20120601-0190

2012032400550A
AT&T MA Reference No. _____



AT&T ILEC INTRASTATE SERVICES PRICING SCHEDULE
 Provided Pursuant to Custom Terms
 (for Telecommunications-HI Cap SIP Trunking RFP 28008-LAA)

Customer	AT&T
State of Wisconsin Department of Administration Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA	AT&T ILEC Service-Providing Affiliate(s)
Customer Contact (for notices)	AT&T Sales Contact Information and for Contract Notices
Name: Title: Section Chief Street Address: 101 E. Wilson City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-267-7355 Fax: Email: Customer Account Number or Master Account Number:	<input checked="" type="checkbox"/> Primary Contact AT&T Name: Suzanne Wagner Street Address: 316 W. Washington Ave, Room 401 City: Madison State/Province: WI Zip Code: 53703 Country: USA Telephone: 608-252-4697 Fax: Email: sv1291@us.att.com Sales/Branch Manager: Roger Blake SCVP Name: John Stuhrenberg Sales Strata: ABS Sales Sales Region: Mid-Western <u>With a copy to:</u> AT&T Corp. One AT&T Way Bedminster, NJ 07921-0752 ATTN: Master Agreement Support Team Email: mast@att.com

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

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