

AGENDA
(THURSDAY) SEPTEMBER 22, 2016 – 9:00 A.M.
OCONTO COUNTY BOARD OF SUPERVISORS MEETING
COUNTY BOARD ROOM #3041 – COURTHOUSE 3RD FLOOR – BLDG. A
301 WASHINGTON STREET, OCONTO WI 54153-1699

This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least twenty-four hours prior to the meeting, by forwarding the complete agenda to the newspapers and to all news media who have requested the same as well as by posting. Copies of the complete agenda were available for inspection at the Office of the County Clerk and from the County's website calendar: www.co.oconto.wi.us

1. Call to Order and Roll Call
2. The Pledge of Allegiance
3. The Invocation – Supervisor Reinhart
4. Presentation of Awards and Recognition
5. Presentation of Communications and Petitions
6. Approval of Agenda:
 - A. Change in Sequence
 - B. Removal of Items
7. Approval of Previous Meeting Proceedings
8. Amend. Ord. #3169 – Zoning Change – Town of Little River (Moutray) – Planning/Zoning Com
9. Amend. Ord. #3170 – Zoning Change – Town of Townsend (Kruger/Linssen) – Planning/Zoning Com
10. Ord. #3171 – Creation of Chapter 26 Shoreland Protection Ordinance of the Oconto County Code of Ordinances – Planning & Zoning Com
11. Ord. #3172 – Amending Chapter 14 Oconto County Zoning Ordinance - Planning & Zoning Com
12. Res. #58 – Approval of Intruder Alert Exercise – December 1, 2016 – Emergency Management Com
13. Res. #59 – Ordering County Clerk to Issue Tax Deeds on Unredeemed Tax Certificates – FP&R/LIS Com
14. Res. #60 – Approval of Vacation Variance for F&P Administrator – FP&R Com and Personnel & Wages Com
15. Res. #61 - Resolution in Support of Increased Funding in the Children and Families Allocation (CFA) – HHS Board
16. Res. #62 – Approval of Law Enforcement Office Furniture – Law Enforcement/Judiciary Com & Public Property Com
17. Res. #63 – Approval of Law Enforcement Center Project Change Orders - LE/Judiciary Com & Public Property Com
18. Res. #64 – Approval of 2017 MAR-OCO Landfill Administration and Operational Budgets – Mar-Oco Landfill Com
19. Res. #65 – Resolution to Continue an Oconto County Recycling Program with Committed Municipalities Under an Intergovernmental Agreement – Planning & Zoning/Solid Waste Com (To be Placed on Desks)
20. Res. #66 – Approval of Natural Gas Agreement – Public Property Com
21. Committee and Departmental Reports:
 - A. Report – Report for Denial (Town of Mountain) – Planning & Zoning Com
 - B. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com
 - C. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com
 - D. Report – Employee Update – August 2016 – Personnel & Wages Com
22. Announcements/General Information (No Action to be taken)
23. Adjournment

Any person wishing to attend the meeting who requires special accommodation because of a disability should contact the Oconto County Clerk's office at 920-834-6800 at least 24 hours before the meeting begins so that appropriate accommodations can be made.
(TDD #920-834-7045)

Persons who are members of another governmental body, but who are not members of this committee, may attend this meeting. Their attendance could result in a quorum of another governmental body being present. Such a quorum is unintended and they are not meeting to exercise the authority, duties, or responsibilities of any other governmental body.
Courthouse Bldg. "A" Located at corner of Washington Street & Arbutus Avenue
Ramp Access from Washington Street Parking Lot Entrance

October 20, 2016 Invocation by Supervisor Rymer
October 27, 2016 Invocation by Hamann

kp/Posted: 09/14/16

PROCEEDINGS – AUGUST 18, 2016 – 9:00 A.M.
OCONTO COUNTY BOARD OF SUPERVISORS MEETING

1. Call to Order and Roll Call

County Board Chair, Leland T. Rymer called the meeting to order at 9 a.m. in the County Board Room #3041, located at the Oconto County Courthouse, 301 Washington St., Oconto, WI by stating "This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least 24 hours prior to the meeting by forwarding the complete agenda to the newspapers and to all news media who have requested the same, as well as by posting. Copies of the complete agenda were available for inspection at the office of the County Clerk." County Clerk, Kim Pytleski, recorded the attendance, with 30 members present: Supervisors Augustine, Ballestad, Bartels, Jr., Bednarik, Beekman, Buhrandt, Christianson, Frank, Girardi, Grady, Kamke, Korzeniewski, Kroll, Lacourciere, Lemmen, Linzmeyer, Nelson, Nichols, Pagel, Pott, Ragen, Reinhart, Rymer, Sekela, Sleeter, Stellmacher, Stranz, Wellens, Wendt, Zoeller, 1 absent: McMahon

2. The Pledge of Allegiance to the Flag

3. The Invocation was given by Supervisor Ragen

4. Presentation of Awards and Recognition

Chair Rymer presented a certificate of appreciation to Jonathan Hanchett, Adult Protection/Crisis Worker in appreciation of 22 years of outstanding service to the residents of Oconto County. A round of applause followed.

5. Presentation of Communications and Petition – None.

6. Approval of Agenda

A. Change in Sequence

Motion by Korzeniewski/Ragen to move item #19 to follow item #7. The motion was voted on and carried.

B. Removal of Items – None.

Motion by Lacourciere/Nelson to approve agenda as amended. The motion was voted on and carried.

7. Approval of Previous Meeting Proceedings

Motion by Stellmacher/Sleeter to approve the proceedings from the 07/21/16 meeting. Supervisor Stellmacher indicated that her nay vote on item #15, Res. #38, Resolution to Address State Funding of Health & Human Services and Required Oconto County Family Care Contributions was the result of pushing the wrong button and she intended to vote aye. Supervisor Stellmacher also stated that under item #19 Res. #50, Approval of New Position Description – Human Resources Coordinator, and item #20 Res. #51, Approval of Converting Part Time Confidential Assistant Position to Full Time to include the proceedings failed to include her motion to table both resolutions until after the budget hearing. The motion to table had failed for lack of a second, but should be included in the proceedings. Following discussion, motion by Stellmacher/Frank to amend the 07/21/16 proceedings to include under item #19 the motion that failed for lack of a second. The motion to amend was voted on and carried. The motion to approve the proceedings from the 07/21/16 meeting, as amended, was voted on and carried.

19. Res. #57 – Resolution to Discontinue the Oconto County Recycling Program – Solid Waste Sub-Com

Motion by Wendt/Korzeniewski to adopt Res. #57, Resolution to Discontinue the Oconto County Recycling Program. Following an explanation by Patrick Virtues, Zoning Administrator, and discussion motion by Korzeniewski/Linzmeyer to refer Res. #57, Resolution to Discontinue the Oconto County Recycling Program back to the committee. After further discussion, the motion to send back to committee passed by an electronic vote 25 ayes, 5 nays (Augustine, Nelson, Frank, Wendt, Bartels, Jr.), 1 absent (McMahon).

8. Amend. Ord. #3163 – Zoning Change – Town of Brazeau (Stycynski) – Planning/Zoning Com

Motion by Wendt/Bednarik to adopt Amend. Ord. #3163 for property owned by Jerry Styczynski in Town of Brazeau to change from Agricultural District to Residential Single Family District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.

9. Amend. Ord. #3164 – Zoning Change – Town of Gillett (Scapple/Clay) – Planning/Zoning Com

Motion by Sekela/Nelson to adopt Amend. Ord. #3164 for property owned by Kyle Scapple and Lawrence Clay in Town of Gillett to change from Agricultural District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.

10. Amend. Ord. #3165 – Zoning Change – Town of Lakewood (Rosio) – Planning/Zoning Com

Motion by Buhrandt/Bartels Jr. to adopt Amend. Ord. #3165 for property owned by Delores Rosio in Town of Lakewood to change from Residential Single Family District to Forest District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.

11. Amend. Ord. #3166 – Zoning Change – Town of Pensaukee (Lubas) – Planning/Zoning Com

Motion by Nichols/Zoeller to adopt Amend. Ord. #3166 for property owned by Carol Lubas in Town of Pensaukee to change from Forest District to Rural Residential District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.

12. Amend. Ord. #3167 – Zoning Change – Town of Spruce (Verrette Materials, Inc.) – Planning/Zoning Com

Motion by Bednarik/Linzmeyer to adopt Amend. Ord. #3167 for property owned by Verrette Materials, Inc. in Town of Spruce to change from Forest District to Forest District with Quarry Overlay. Following an explanation by Zoning

Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.

Supervisor Kamke out of attendance at 10:07 a.m.

- 13. Amend. Ord. #3168 – Zoning Change – Town of Townsend (Fowle) – Planning/Zoning Com**
Motion by Christianson/Buhrandt to adopt Amend. Ord. #3168 for property owned by Sharn Fowle in Town of Townsend to change from Forest District to Residential Single Family District. Following an explanation by Zoning Administrator, Patrick Virtues, the motion to adopt carried by a unanimous electronic vote.
- 14. Res. #52 – Local Emergency Planning Committee (LEPC) Membership List – Emergency Management Com**
Motion by Kroll/Wellens to adopt Res. #52, Local Emergency Planning Committee (LEPC) Membership List. Following an explanation by Tim Magnin, Emergency Management Coordinator, the motion to adopt carried by a unanimous electronic vote.
- 15. Res. #53 – Approval of Code Red Service Agreement – Emergency Management Com**
Motion by Wellens/Lacourciere to adopt Res. #53, Approval of Code Red Service Agreement. Following an explanation by Tim Magnin, Emergency Management Coordinator, the motion to adopt carried by a unanimous electronic vote.
Lemmen out of attendance at 10:25 a.m. – 10:27 a.m.
- 16. Res. #54 – Just Fix It – Highway Com**
Motion was made by Ragen/Korzeniewski to adopt Res. #54 Just Fix it. Following discussion, by Highway Commissioner, Pat Scanlan, and discussion, a motion by Frank/Nichols to amend Res. #54 as follows: Insert an additional whereas on line 45 to read **“Whereas, the number of miles driven per gallon of fuel has increased since the fuel (gasoline) tax was last increased.”** and line 47 to read “Legislature to Just Fix It and agree upon a sustainable solution: one that includes a responsible level of bonding **and raise the fuel (gasoline) tax \$.05 per gallon.”** and line 48 to read **“adjusts our user fees to adequately and sustainably fund Wisconsin’s transportation system was adopted and carried by an electronic vote of 20 ayes, 9 nays (Zoeller, Reinhart, Lacourciere, Beekman, Grady, Sekela, Wendt, Sleeter, Bartels, Jr.) 2 absent (Kamke, McMahan).** Following further explanation by Highway Commissioner, Pat Scanlan, and discussion the motion to adopt Res. #54, as amended, passed by an electronic vote 23 ayes, 6 nays (Reinhart, Lacourciere, Grady, Wendt, Buhrandt, Bartels, Jr.), 2 absent (Kamke, McMahan).
- 17. Res. #55 – Approval of Law Enforcement Center Project Change Orders – LE/J Com & Public Property Com**
Motion by Beekman/Grady to adopt Res. #55, Approval of Law Enforcement Center Project Change Orders. Following an explanation by Kurt Berner, Samuels Group, and discussion, the motion to adopt carried by a unanimous electronic vote. Law Enforcement update was given at this time.
- 18. Res. #56 – Adoption of the 2017 General Employees Wage System – Personnel & Wages Com**
Motion by Beekman/Lacourciere to adopt Res. #56, Adoption of the 2017 General Employees Wage System. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by a unanimous electronic vote 27 ayes, 2 nays (Stellmacher, Wendt), 2 absent (McMahan, Kamke).
Nelson out of attendance at 11:01 – 11:03 a.m.
- 20. Committee and Departmental Reports:**
 - a. Report – Re-appointment – Oconto County Library Services Board (Lacourciere) – County Board Chair**
Motion by Ballestad/Reinhart to accept the re-appointment of Jim Lacourciere, Oconto, to the Oconto County Library Services Board for a 3 year term that will expire December 31, 2018. The motion was voted on and carried.
Stellmacher out of attendance at 11:05 – 11:07 a.m.
 - b. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com**
Following Administrative Coordinator, Kevin Hamann’s review, and discussion, motion by Beekman/Grady to accept the Update on New Law Enforcement Center. The motion was voted on and carried.
 - c. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com**
Following an update by Paul Ehrfurth, OCEDC Director, and discussion, motion by Stellmacher/Linzmeyer to accept the Oconto County Economic Development Corporation Update. The motion was voted on and carried.
Pott out of attendance at 11:13 – 11:16 a.m.
 - d. Report – Employee Update – July 2016 – Personnel & Wages Com**
Following Administrative Coordinator, Kevin Hamann’s review, motion by Beekman/Lacourciere to accept the July 2016 Employee update. The motion was voted on and carried.
Lemmen out of attendance at 11:15 a.m.
- 21. Announcements/General Information (No Action to be taken)**
 - Happy Birthday to Supervisors Linzmeyer, Girardi, and Bartels, Jr.!
 - The August 9th election went well. Oconto County had a 16% voter turnout. Official results can be found on the county’s website, www.co.oconto.wi.us.
 - The opening ceremony of the Oconto County Fair is at 6pm today August 18th and the fair concludes Sunday, August 21st. Bring your family down to Zippel Park, Gillett, and check out all the amazing exhibits!
 - Lacourciere commented John Maino will appear at the Oconto Falls PAC on September 10th to share his experiences with WWII Veterans and his observations after being embedded in Iraq and Afghanistan. This event is sponsored by the Oconto County Libraries.
 - Stellmacher commented on list of capital improvement projects for 2017 and counties equalization value.

- Sekela inquired if committee chairs could be updated on budget hearing dates.

22. Adjournment

Motion by Kroll/Bednarik to adjourn. The motion was voted on and carried at 11:22 a.m.
The next meeting of the Oconto County Board of Supervisors will be on September 22, 2016.
Proceedings of County Board meeting may be viewed in its entirety at www.co.oconto.wi.us.

Date posted: 08/29/16

Kathy Goldschmidt, Deputy County Clerk

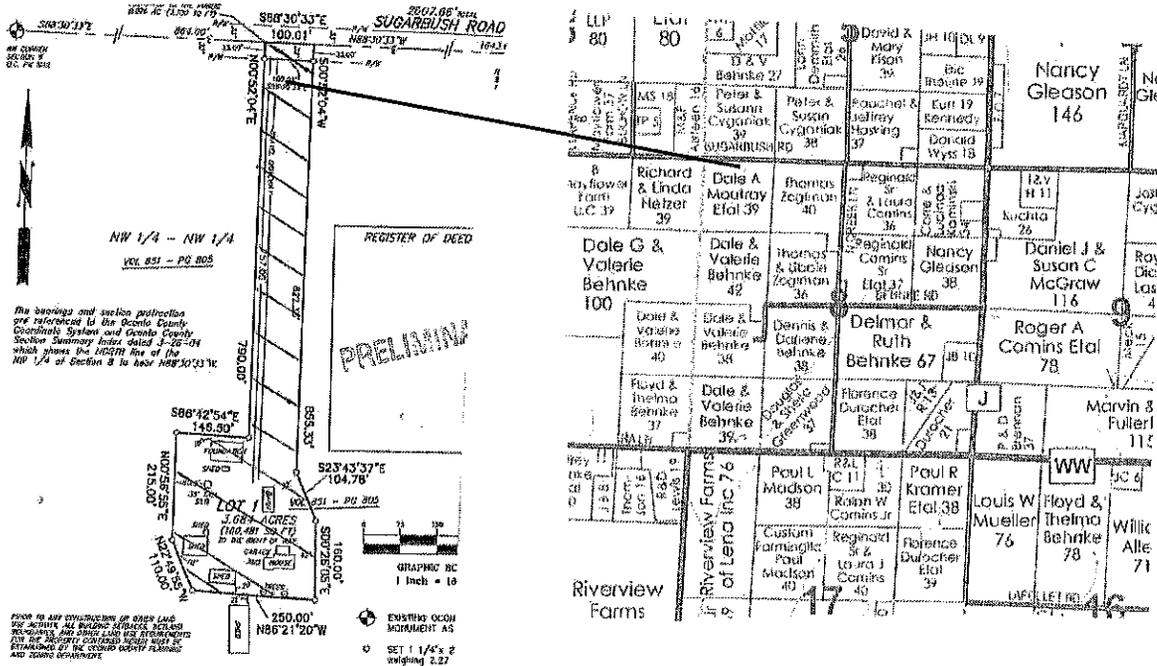
AMENDATORY ORDINANCE (MAP) NO. 3169

The Oconto County Board of Supervisors do ordain the following zoning amendment:

PROPERTY INFORMATION: Tax Parcel #022-050800822B
Part of Section 8, T29N, R21E, Town of Little River
Existing Zoning: Agricultural
Proposed Zoning: Rural Residential
PROPERTY OWNER: DALE AND VALERIE MOUTRAY

FROM AGRICULTURAL DISTRICT TO RURAL RESIDENTIAL DISTRICT

Area to be rezoned Rural Residential District



Planning & Zoning/Solid Waste Committee
Submitted this 22nd day of September, 2016.

Ron Korzeniewski, Chairman
Ken Linzmeyer, Vice-Chair
Darrel Pagel, Secretary
David Christianson
Ryan Wendt

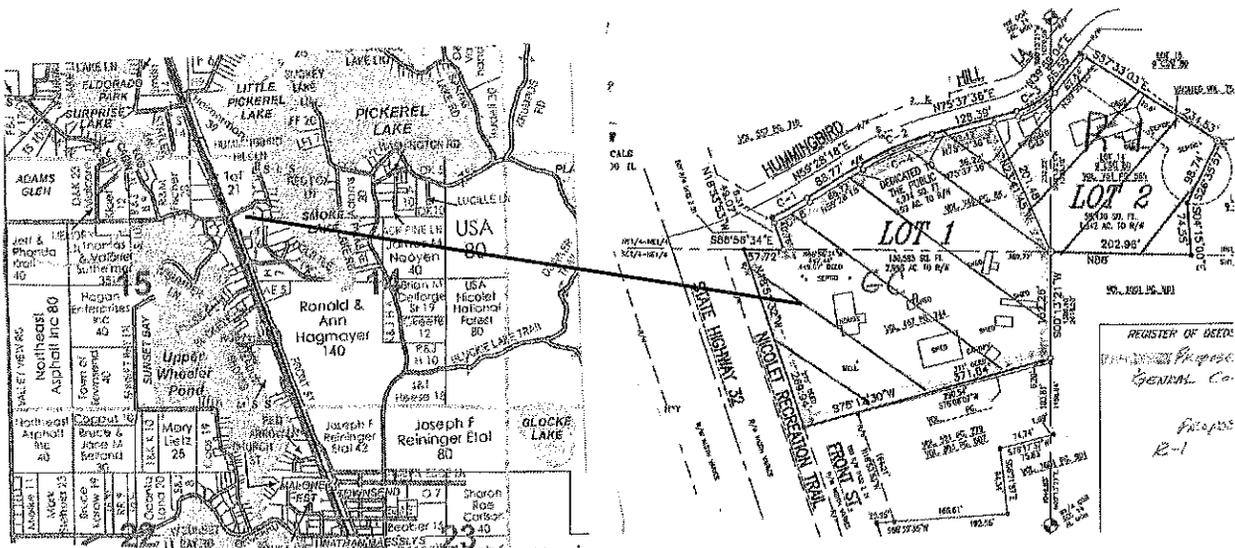
AMENDATORY ORDINANCE (MAP) NO. 3170

The Oconto County Board of Supervisors do ordain the following zoning amendment:

PROPERTY INFORMATION: Tax Parcel #042-151502314B1; 042-14140293B1A
Part of Sections 14 and 15, T33N, R15E, Town of Townsend
Existing Zoning: Residential Single Family; Forest; General Commercial
Proposed Zoning: Residential Single Family and General Commercial
PROPERTY OWNER: MARTIN KRUGER; GLEN AND DIANE LINSSEN

FROM RESIDENTIAL SINGLE FAMILY DISTRICT; FOREST DISTRICT AND GENERAL
COMMERCIAL DISTRICT TO RESIDENTIAL SINGLE FAMILY DISTRICT AND GENERAL
COMMERCIAL DISTRICT

Area to be rezoned RESIDENTIAL SINGLE FAMILY DISTRICT AND GENERAL COMMERCIAL
DISTRICT



Planning & Zoning/Solid Waste Committee
Submitted this 22nd day of September, 2016.

Ron Korzeniewski, Chairman
Ken Linzmeyer, Vice-Chair
Darrel Pagel, Secretary
David Christianson
Ryan Wendt

PROCEEDINGS – JULY 21, 2016
OCONTO COUNTY BOARD OF SUPERVISORS MEETING

1. Call to Order and Roll Call

County Board Chair, Leland T. Rymer called the meeting to order at 9 a.m. in the County Board Room #3041, located at the Oconto County Courthouse, 301 Washington St., Oconto, WI by stating "This is an open meeting of the Oconto County Board of Supervisors. Notice of this meeting was given to the public at least 24 hours prior to the meeting by forwarding the complete agenda to the newspapers and to all news media who have requested the same, as well as by posting. Copies of the complete agenda were available for inspection at the office of the County Clerk." County Clerk, Kim Pytleski, recorded the attendance, with 31 members present: Supervisors Augustine, Ballestad, Bartels, Jr., Bednarik, Beekman, Buhrandt, Christianson, Frank, Girardi, Grady, Kamke, Korzeniewski, Kroll, Lacourciere, Lemmen, Linzmeyer, McMahon, Nelson, Nichols, Pagel, Pott, Ragen, Reinhart, Rymer, Sekela, Sleeter, Stellmacher, Stranz, Wellens, Wendt, Zoeller.

2. The Pledge of Allegiance to the Flag

3. The Invocation was given by Supervisor Pott

4. Presentation of Awards and Recognition

- Chair Rymer presented certificates of appreciation for outstanding service to the residents of Oconto County to Sheriff Mike Jansen on behalf of Clark Longsine, Chief Deputy Sheriff (29 years); Louis Le Febre, Lieutenant (26 years); Brent Richlen, Correctional Officer (22 years); and to Daniel Kroll, Recycling Supervisor (11 years). A round of applause followed each recognition.

5. Presentation of Communications and Petition

The clerk distributed one communication:

An email dated July 5, 2016 from Lisa Vihos on behalf of the Lake Michigan Stakeholders and the Lakeshore Natural Resource Partnership, inviting the county board supervisors to Lake Michigan Day held in Manitowoc on August 12, 2016; treated as information to the board.

6. Approval of Agenda

A. Change in Sequence

Motion by Nichols/Nelson to move item #21A to follow item #14. The motion was voted on and carried.

B. Removal of Items

Motion by Kamke/Kroll to remove Item #22 and #23 from the agenda. The motion was voted on and carried.

Motion by Lacourciere/Nelson to approve agenda as amended. The motion was voted on and carried.

7. Approval of Previous Meeting Proceedings

Motion by Nichols/Lacourciere to approve the proceedings from the 06/23/16 meeting. Motion by Sleeter/Pott to amend the proceedings to read "**Supervisor Frank out of attendance at 10:50 a.m.—11:52 a.m. 11:52 a.m. for the remainder of the meeting.**" The motion was voted on and carried. Motion by Stellmacher/Frank to amend item #26 to read "- The Board **discussed holding** will hold the August meeting on August 25th vs the original date of August 18th". The motion was voted on and carried. Following discussion, the motion to approve the proceedings from the 06/23/16 meeting, as amended, was voted on and carried.

8. Amend. Ord. #3156 – Zoning Change – Town of Abrams (Badalamenti) – Planning/Zoning Com

Motion by Stranz/Zoeller to adopt Amend. Ord. #3156 for property owned by Vito and Angela Badalamenti in Town of Abrams to change from Agricultural District with Conservancy Overlay to Agricultural District. Following an explanation by Principal Planner, Jamie Broehm, the motion to adopt carried by a unanimous electronic vote.

9. Amend. Ord. #3157 – Zoning Change – Town of Abrams (Brehmer) – Planning/Zoning Com

Motion by Stranz/Zoeller to adopt Amend. Ord. #3157 for property owned by Kenneth Brehmer and Darell Brehmer in Town of Abrams to change from Forest District to Rural Residential District. Following an explanation by Principal Planner, Jamie Broehm, the motion to adopt carried by a unanimous electronic vote.

10. Amend. Ord. #3158 – Zoning Change – Town of How (Dickson) – Planning/Zoning Com

Motion by Sleeter/Nelson to adopt Amend. Ord. #3158 for property owned by Allen Dickson in Town of How to change from Agricultural District to Rural Residential District. Following an explanation by Principal Planner, Jamie Broehm, the motion to adopt carried by a unanimous electronic vote.

11. Amend. Ord. #3159 – Zoning Change – Town of How (Hischke) – Planning/Zoning Com

Motion by Sleeter/Frank to adopt Amend. Ord. #3159 for property owned by Matthew Hischke in Town of How to change from Agricultural District to Residential Single Family District. Following an explanation by Principal Planner, Jamie Broehm, the motion to adopt carried by a unanimous electronic vote.

12. Amend. Ord. #3160 – Zoning Change – Town of Lakewood (Cleereman) – Planning/Zoning Com

Motion by Bartels, Jr./Christianson to adopt Amend. Ord. #3160 for property owned by Justin Cleereman in Town of Lakewood to change from Forest District to Forest District with Quarry Overlay. Following an explanation by Principal Planner, Jamie Broehm, and discussion, the motion to adopt carried by an electronic vote 30 ayes, 1 nay (Nichols).

13. Amend. Ord. #3161 – Zoning Change – Town of Pensaukee (Pagel) – Planning/Zoning Com

Motion by Zoeller/Nichols to adopt Amend. Ord. #3161 for property owned by Roger and Bonnie Pagel in Town of Pensaukee to change from Forest District to Rural Residential District. Following an explanation by Principal Planner, Jamie Broehm, it was noted there was a typo in the numbering of Amend. Ord. #3161 and #3162 in the supporting

documentation, but the agenda listed the correct numbers. Once corrected, the motion to adopt carried by an electronic vote 30 ayes, 1 abstain (Pagel).

14. Amend. Ord. #3162 – Zoning Change – Town of Stiles (Duame) – Planning/Zoning Com

Motion by Wellens/Linzmeier to adopt Amend. Ord. #3162 for property owned by Larry Duame in Town of Stiles to change from Rural Residential District to Residential Single Family District. Following an explanation by Principal Planner, Jamie Broehm, the motion to adopt carried by a unanimous electronic vote.

Chair Rymer out of attendance at 9:36 a.m. Vice Chair Bednarik conducted the remainder of the meeting.

21A. Report – NEWCAP – Cheryl Detrick NEWCAP CEO

Following a presentation by NEWCAP CEO, Cheryl Detrick, motion by Lemmen/Nichols to accept Report A, NEWCAP update. The motion was voted on and carried.

15. Res. #38 – Resolution to Address State Funding of Health & Human Services and Required Oconto County Family Care Contributions – Supervisors Augustine and Frank

Motion by Frank/Stellmacher to adopt Res. #38, Resolution to Address State Funding of Health & Human Services and Required Oconto County Family Care Contributions. Following discussion, the motion to adopt failed by an electronic vote 6 ayes (Girardi, Augustine, Zoeller, Lemmen, Bednarik, Frank), 24 nays, 1 absent (Rymer). Supervisor Ragen out of attendance 9:53 a.m. – 9:55 a.m.

16. Res. #47 – Convey County Property (Tax Deed Parcel on McCaslin Brook) to the Town of Townsend – FP&R/LIS Com

Motion by Sekela/Stranz to adopt Res. #47, Convey County Property (Tax Deed Parcel on McCaslin Brook) to the Town of Townsend. Following an explanation by Brian Gross, LIS Administrator/Surveyor, and discussion, the motion to adopt carried by a unanimous electronic vote.

17. Res. #48 – Approval of Law Enforcement Center Project Change Order #78 – LE/J Com and Public Property Com

Motion by Beekman/Grady to adopt Res. #48, Approval of Law Enforcement Center Project Change Order #78. Following an explanation by Kurt Berner, Samuels Group, and discussion, the motion to adopt carried by a unanimous electronic vote.

18. Res. #49 – Approval of New Position Description – Community Employment Services Supervisor – P&W Com

Motion by Beekman/Ragen to adopt Res. #49, Approval of New Position Description – Community Employment Services Supervisor. Following an explanation by Craig Johnson, Health & Human Services Director, and Jody Armagost, Vocational Services Manager, and discussion, the motion to adopt carried by an electronic vote 29 ayes, 1 nay (Augustine) 1 absent (Rymer).

19. Res. #50 – Approval of New Position Description – Human Resources Coordinator – Personnel & Wages Com

Motion by Beekman/Lacourciere to adopt Res. #50, Approval of New Position Description – Human Resources Coordinator. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, **motion by Supervisor Stellmacher to postpone Res. #50 and #51 until after the budget. The motion failed for lack of a second.** The motion to adopt carried by an electronic vote 29 ayes, 1 nay (Stellmacher), 1 absent (Rymer).

20. Res. #51 – Approval of Converting Part Time Confidential Assistant Position to Full Time – P&W Com

Motion by Beekman/Lacourciere to adopt Res. #51, Approval of Converting Part Time Confidential Assistant Position to Full Time. Following an explanation by Kevin Hamann, Administrative Coordinator, and discussion, the motion to adopt carried by an electronic vote 28 ayes, 2 nays (Frank, Stellmacher), 1 absent (Rymer).

21. Committee and Departmental Reports:

B. Report – 2016 Land Sale – Forest, Parks & Recreation/Land Information Systems Com

Following Supervisor Gregory Sekela's review, and discussion, motion by Pott/Stranz to accept the 2016 Land Sale report. The motion was voted on and carried

C. Report – 2017 Budget Guidance Letter – Finance/Insurance Com

Following Administrative Coordinator, Kevin Hamann's review, and discussion, motion by Frank/Lacourciere to accept the 2017 Budget Guidance Letter. The motion was voted on and carried; with Supervisor Girardi voting against.

D. Report – Emergency Purchase – LEC Addition/Renovation – County Board Chair

Following Administrative Coordinator, Kevin Hamann's review, motion by Sleeter/Wellens to accept the Emergency Purchase – LEC Addition/Renovation report. The motion was voted on and carried

E. Report – Update on Law Enforcement Center – Law Enforcement/Judiciary Com

Following Administrative Coordinator, Kevin Hamann's review, and discussion, motion by Linzmeier/Grady to accept the Update on New Law Enforcement Center. The motion was voted on and carried.

F. Report – Oconto County Economic Development Corporation (OCEDC) Update – OCEDC Com

Following an update by Paul Ehrfurth, OCEDC Director, motion by Stellmacher/Linzmeier to accept the Oconto County Economic Development Corporation Update. The motion was voted on and carried. Supervisor Pott out of attendance 11:10 a.m. – 11:12 a.m.

G. Report – Employee Update – June 2016 – Personnel & Wages Com

Following Administrative Coordinator, Kevin Hamann's review, motion by Wendt/Lemmen to accept the June 2016 Employee update. The motion was voted on and carried.

24. Announcements/General Information (No Action to be taken)

- Happy Birthday to Supervisors Rymer, Beekman, Stellmacher, Zoeller!

- August 9th is election day! If you have any questions, please contact your municipal clerk or the county clerk's office.

- The Oconto County Fair Flag raising will be held at 6 p.m. on Thursday, August 18th.

25. Adjournment

Following discussion, motion by Wendt/Nelson to adjourn until August 18, 2016. The motion was voted on and carried at 11:21 a.m.

The next meeting of the Oconto County Board of Supervisors will be on August 18, 2016.

Proceedings of County Board meeting may be viewed in its entirety at www.co.oconto.wi.us.

Kim Pytleski, Oconto County Clerk

kp/Date Posted: 07/26/16

ORDINANCE #371 - 2016

TO: Hon. Chairman and Members of the Oconto County Board of Supervisors

RE: Creation of Chapter 26 Shoreland Protection Ordinance of the Oconto County Code of Ordinances

WHEREAS, Oconto County originally adopted a Shoreland Protection Ordinance with an effective date of May 24, 1968; and

WHEREAS, numerous amendments over the years has molded the shoreland rules to best fit Oconto Counties shoreland areas; and

WHEREAS, In response to recent changes to Wisconsin Statutes 59.692 and Wisconsin Administrative Code NR 115, WI DNR has provided an updated model Shoreland Protection Ordinance that establishes minimum and maximum standards that a county shoreland ordinance must regulate; and

WHEREAS, Oconto County is revising its shoreland regulations to conform to NR 115 standards and address those areas where the county is silent. The ordinance addresses regulations related to reduced principal structure setbacks, exempt structures, impervious surface thresholds and mitigation standards. The County's Shoreland Protection Ordinance apply, with limited exceptions, only to unincorporated shoreland areas; and

WHEREAS, the Oconto County Planning and Zoning Sub-Committee held a public hearing on August 31, 2016 to seek public comment and has recommended the draft Chapter 26 Shoreland Protection Ordinance to the Oconto County Board of Supervisors for adoption; and

WHEREAS, copies of Chapter 26 Shoreland Protection Ordinance are on file in the office of the Oconto County Clerk for review.

NOW THEREFORE, the Oconto County Board of Supervisors does ordain as follows:

- (1) That Chapter 26 of the Oconto County Code of Ordinances, the Oconto County Shoreland Protection Ordinance, is hereby created and incorporated herein by reference.
- (2) That Chapter 26 Shoreland Protection Ordinance shall be kept in the office of the Planning & Zoning Department.

Submitted this 22nd day of September, 2016

BY: Oconto County Planning & Zoning Sub-Committee

Ron Korzeniewski, Chairman
Ken Linzmeyer, Vice-Chair
Darrel Pagel
Ryan Wendt
David Christianson

Reviewed by Corporation Counsel:

Adopted by Vote:

cam 09.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of Date
Corp. Counsel Reviewed

Chapter 26

Oconto County Shoreland Protection Ordinance

Adopted by Oconto County Board of Supervisors
09/22/2016

**OFFICIAL COPIES ARE ON FILE IN THE OCONTO COUNTY CLERKS
OFFICE FOR REVIEW**



**OFFICE OF
LAND USE AND ZONING**
A Division of
Land & Water Resources Department

TO: Oconto County Board of Supervisors

FROM: Pat Virtues, Oconto Co. Planning, Zoning & Solid Waste Administrator

DATE: September 22, 2016

RE: Highlights on Ordinance creating Chapter 26 Shoreland Protection Ordinance

This memo describes the proposed ordinance creating Chapter 26 Shoreland Protection Ordinance of the Oconto County Code of Ordinances.

Summary

If adopted, this ordinance will create a new ordinance that complies with NR 115, WI Administrative Code and Section 59.692 of WI Statutes. This ordinance will comply with the October 1, 2016 deadline for counties to adopt or amend its shoreland and subdivision ordinances to meet the minimum standards of WI Admin Code NR 115.

Description

Provisions of Chapter 26 would:

- Establish standards in compliance with 2015 WI Act 55, 167 & 391 found in WI Statute 59.692 and NR 115.
- Establish general development, construction and operation standards for all development in shoreland area to be consistent across the state to include:
 - ✓ Standardize minimum lot size for creating sewerred & unsewerred lots & use of existing substandard lots
 - ✓ Standardize reduced principle structure setbacks where existing development occurs
 - ✓ Standardize exempt structures from 75 ft water setback for boathouses, open sided structures, utilities, walkways, stairways & lifts
 - ✓ Standardize the preservation and removal of shoreland vegetative cover to allow a viewing corridor for the maximum length of the shoreland parcel
 - ✓ Clarify certain conservation, forestry and agricultural drainage activities are exempt from permits
 - ✓ Establish impervious surface standards with thresholds at 15% and 30% maximums.
 - ✓ Identify highly developed shoreline areas where impervious

- surface thresholds increase to 40% maximum.
- ✓ Establish a mechanism to exclude impervious surfaces if documented the area is treated by devices that control the runoff.
 - ✓ Standardize nonconforming uses and structures to allow existing nonconforming structures to be maintained and replaced as long as the structure is not expanded unless required by state or federal regulations.
 - ✓ Establish mitigation measures for activities that increase impervious surface thresholds, lateral expansions or relocations of nonconforming structures.

Analysis

- A. Adoption of Chapter 26 would bring Oconto County's Shoreland Protection Ordinance into compliance with DNR changes to Chapter NR115, WI Administrative Code. Section 59.692, WI Stats. states that a county ordinance enacted under this section may not regulate a matter more restrictively than the matter is regulated by a shoreland zoning standard contained in s.NR 115.
- B. Adoption of Chapter 26 would conform to the WI Department of Natural Resources model shoreland protection ordinance revisions of 2016. The WI DNR Shoreland Management office has reviewed the draft of Chapter 26 and confirmed that it meets all state minimum requirements. Recent 2015 WI Acts have limited counties abilities to include more restrictive language than that which is noted in WI Admin Code NR 115.
- C. If Chapter 26 is not adopted, Oconto County's shoreland regulations would not be in compliance with WI Statute 59.692 or WI Admin. Code NR 115 standards. This would subject shoreland property owners to be regulated by WI DNR staffing, potentially increasing the cost and timelines for shoreland permitting.

ORDINANCE #3172- 16

TO: The Hon. Chairman and Members of the Oconto County Board of Supervisors

RE: AMENDING CHAPTER 14 OCONTO COUNTY ZONING ORDINANCE

WHEREAS, periodic updates to the ordinance are necessary in order to ensure compatibility with current zoning practices as well as ensuring consistence with other County Ordinances; and;

WHEREAS, the Oconto County Planning and Zoning Sub-Committee has drafted amendments to Chapter 14 of the Oconto County Zoning Ordinance and a public hearing was held on August 31, 2016 on the proposed amendments after which the Sub-Committee recommended approval to the Oconto County Board of Supervisors.

NOW, THEREFORE, the Oconto County Board of Supervisors does ordain the following sections of Chapter 14 of the Oconto County Zoning Ordinance are to be amended as follows, when bold and/or italic print is used it indicates an addition to the ordinance and when strikeout print is used it indicates a deletion from the ordinance.

14.101 Title

This ordinance shall be known and cited as the Oconto County Zoning Ordinance. ~~It is comprised of a general zoning ordinance, and shoreland zoning ordinance. The ordinances are combined in this package in order to share certain language, principally that dealing with administration.~~ This ordinance shall include each township zoning map hereby adopted and made a part herein.

14.402 Accessory Structures

Accessory structures which are customarily incidental to and compatible with permitted principal structures and uses shall be permitted subject to the district regulations and as described below:

1. Accessory structures shall not be permitted until its associated principal structure is present or under construction, except that one accessory storage building may be permitted prior to the erection of a principal structure, provided the following requirements are met:

- f. Preserved principal structure area: Parcel site plan shall show location of a compliant and accessible buildable lot area of not less than 1000 sq ft. The designated area shall be preserved for a future principal structure. **If necessary due to limited buildable area, the preserved principal structure area may be utilized for an accessory structure until the principal structure is proposed to be placed on the parcel.**

4. ~~Accessory objects such as paved drives, paved parking areas, and paved walks are not permitted in the shoreland setback area. However, a~~ All driveways, parking areas and walks that do not protrude more than 2 feet above ground level, also open play equipment, may be located anywhere within a lot, ~~except the shoreland setback area,~~ as long as they are not closer than 4 feet to a side or rear lot line. **Shared driveways are exempt from the setback standard.**

5. Accessory structures such as sheds, storage buildings, greenhouses, related facilities, pools and associated equipment, garages, well houses, pump houses and decks exceeding 2 feet above ground level may not be located within the front (road), side, rear and/or ~~the~~ shoreland setback **standards of Chapter 26 Shoreland Protection Ordinance,** must comply with required maximum lot coverage standards and the following requirements:

6. Boathouses **shall conform to the shoreland standards of Chapter 26 Shoreland Protection Ordinance.** ~~may be located within the waterfront setback provided there is no human habitation and the boathouse is located no closer than 3 feet to the ordinary high-water mark.~~

14.408 Non-conforming Uses and Structures

6. Restoration of Certain Non-conforming Structures

- f. Non-conforming structures in the Shoreland Zone are subject to additional requirements noted in ~~Sec. 14.540-(2).~~ **Chapter 26 Shoreland Protection Ordinance**

14.409 Permitted Obstructions in Required Yards or Setback Areas

Marquees, awnings, overhanging roof eaves, chimneys and similar architectural element of buildings or structures projecting not more than two (2) feet may extend into required yards or setback areas, except the shoreland setback as **noted in Chapter 26 Shoreland Protection Ordinance** required by section 14.505 4.

14.410 Setbacks, Yard Spaces and Vision Clearance Area

3. There shall be a 75 foot setback established along the ordinary high-water mark of all navigable water bodies as described in **Chapter 26 Shoreland Protection Ordinance** section 14.505.

4. **Reduced principal structure setback:** Front (road) setbacks and ~~water front setbacks~~ may be reduced on the approval of the zoning administrator where there are principal buildings already located on the adjoining lots, where such buildings are within 200 **250** feet of a common lot line and where such buildings are located closer to the same road ~~or water body~~ than the present ordinance would allow. Averaging may also be used if the principal structure is located on a corner lot by using the structures on the adjoining lot and the lot adjoining that lot provided such buildings are within 200 **250** feet of the closest lot line and such buildings are located closer to the same road ~~or water body~~ than the present ordinance would allow. ~~In no case may averaging reduce the setback below 40 feet, and averaging may only be used if the required setback cannot be achieved without the use of averaging.~~

62 8. Where existing structures do not comply with the required road, sideyard or rear setback, additions may be allowed by extending
63 the present building line where such an extension does not create a more non-conforming setback. However, ~~in no case may an~~
64 ~~addition be built within 40 feet of the ordinary high water mark of a navigable waterway.~~

65 14.413 Excavating, Filling, Recontouring, Ponds

66 1. A grading permit shall be required under any of the following circumstances:

- 67 b. Prior to similar activity affecting any area within the shoreland jurisdiction as provided in Chapter 26 Shoreland Protection
68 Ordinance section ~~14.507~~; and

69 14.423 Footings and Foundation

70 1. Footings and foundations which meet the requirements of ~~ILHR 21, subchapter III, IV and V~~ SPS 321, Wisconsin Administrative
71 Code are required for single and two-family residences, manufactured homes and mobile homes. ~~The foundations may be a~~
72 ~~continuous foundation, a column or pier foundation, or a floating slab.~~

73 14.430 Exits

74 Exits for homes, manufactures homes or mobile homes shall comply with ~~ILHR 21.03~~ SPS 321.03 Exits, doors and hallways,
75 Wisconsin Administrative Code. Additions to manufactured or mobile homes shall be of sufficient size and design to allow for access
76 by rescue/emergency equipment.

77 14.500 RESERVED FOR FUTURE USE (Shoreland standards removed and created as Chapter 26 Shoreland Ordinance)

78 ZONING STANDARDS FOR USE OF SHORELANDS ALONG NAVIGABLE WATERS (Full text of language stricken is on file in
79 the Oconto County Clerk's Office)

80 14.904 Standards

81 1. For individual mobile homes located within the mobile home park, the dimensional standards shall be as contained in the county
82 approved plot plan for the park. In addition, these standards shall apply:

83 a. All mobile home and manufactured homes must have permanent foundations which meet the requirements in Wis. Admin. Code
84 SPS 321.40 ~~ILHR 21, Subchapters III, IV and V (Uniform Dwelling Code).~~

85 2. For mobile home parks:

86 g. Each individual mobile home shall be located only on an individual permanent foundation which meets the requirements in Wis.
87 Admin. Code SPS 321.40 ~~ILHR 21, subchapter III, IV, and V (Uniform Dwelling Code).~~

88 14.2101 District Boundaries and Purpose

89 1. District Boundaries. This district shall include all wetlands within the shoreland jurisdiction of this ordinance which are 2 acres or
90 more (excluding point symbols) and which are designated as wetlands on the most recent version of shown on the Wisconsin
91 Wetland Inventory as depicted on the Department of Natural Resources Surface Data Viewer, maps as interpreted on May 9, 10
92 and 11, 1989 that are hereby adopted and made a part of this ordinance. A portion of a wetland which is less than 2 acres in size and
93 which is located in the unincorporated shoreland area within the county, shall be included in the shoreland jurisdiction where the
94 wetland as a whole is 2 acres or larger but extends across the corporate limits of a municipality, across the county boundary or across
95 the shoreland limits, so that the wetland is not regulated in its entirety by the county. Secondly, this district shall include all those
96 areas beyond the shoreland jurisdiction which are shown as wetlands 2 acres or larger on the aforementioned wetland maps. Where
97 an apparent discrepancy exists between the wetland district boundary shown on the Wisconsin Wetland Inventory maps and actual
98 field conditions at the time the maps were adopted, the Zoning Administrator shall contact the appropriate district office of the
99 Department of Natural Resources to determine if the wetland boundary as mapped is in error. If the Department determines staff
100 concur with the Zoning Administrator that a particular area was incorrectly mapped as wetland or meets the wetland definition but
101 was not shown as wetland on the map, the Zoning Administrator shall have the authority to immediately grant or deny a zoning
102 permit in accordance with the regulations based on the Department determination as to whether the area is wetland, applicable
103 to the correct zoning district. The Zoning Administrator shall subsequently initiate a map amendment to correct the discrepancy within
104 a reasonable period of time.

105 14.2102 Permitted Uses

106 1. The following uses shall be allowed subject to the general shoreland zoning regulations in section 14.500 Chapter 26 Shoreland
107 Protection Ordinance, the provisions of Chapters 30 and 31 of the Wisconsin Statutes, and the provisions of other state and federal
108 laws, if applicable

109 14.2103 Conditional Uses which require the issuance of a Land Use Permit under 14.3003 (6) and which may include limited
110 filling, flooding, draining, dredging, ditching, tiling or excavating but only to the extent specifically provided below:

111 1. The construction and maintenance of non-residential buildings used solely in conjunction with raising of waterfowl, minnows or
112 other wetland or aquatic animals or uses solely for some use permitted in the Conservancy District, if such building cannot, as a
113 practical matter be located outside the wetland is not designed for human habitation, and provided that:

- 114 a. Any such building does not exceed 500 sq. ft. in floor area; and
115 b. No Only limited filling, flooding, draining, dredging, ditching, tiling or excavating is to be done necessary to provide
116 structural support for the building is authorized.

117 2. The establishment and development of public and private parks and recreational areas, public boat launching ramps and
118 attendant access roads, sites, natural and outdoor educational areas, historic and scientific areas, wildlife refuges, game bird and
119 animal farms, fur animal farms, fish hatcheries, preserves and private wildlife habitat areas provided that:

- 120 a. Any private recreational or wildlife habitat area development is used exclusively for the permitted use and the applicant
121 received a permit or license under ch. 29, Wis Stats, where applicable; that purpose; and
122 b. Filling or excavating necessary for the construction or maintenance of public boat launching ramps or attendant
123 access roads is allowed only where such construction or maintenance meets the criteria in 14. 2103 (1) and;

124 c. Ditching, excavating, dredging, dike and dam construction may be done in public and private parks and recreational
125 areas, natural and outdoor educational areas, historic and scientific areas, wildlife refuges, game bird and animal farms,

126 fur animal farms, and fish hatcheries, preserves and private wildlife habitat areas, but is allowed only for the purpose of
127 improving wildlife habitats or and to otherwise enhance wetland values.

128 14.2105 Re-Zoning Lands in the Conservancy District within the Shoreland Jurisdiction

129 4. For all proposed text amendments and map amendments to the conservancy district within the shoreland jurisdiction shall
130 conform to standards defined in ch. 26.305 Shoreland Protection Ordinance as defined in section 14.501 and 14.2101-1, the
131 appropriate district office of the Department of Natural Resources shall be provided with the following:

132 a. A copy of every petition for a text map amendment, within 5 days of the filing of such petition with the county clerk;

133 b. Written notice of the public hearing to be held on a proposed amendment at least 10 days prior to such hearing. Such petition
134 shall include a copy of the Wisconsin Wetland Inventory Map adopted as part of this Ordinance describing any proposed rezoning of a
135 Shoreland Wetland; and;

136 e. A copy of the county zoning agency's findings and recommendations on each proposed amendment within 10 days after the
137 submission of those findings and recommendations to the county board;

138 d. Written notice of the county board's decision on the proposed amendment within 10 days after it is issued.

139 2. Wetland portions of the Conservancy District shall not be re-zoned if the proposed re-zoning may result in a significant adverse
140 impact upon any of the following:

141 a. Storm and flood water storage capacity;

142 b. Maintenance of dry season stream flow, the discharge of groundwater to a wetland, the recharge of groundwater from a
143 wetland to another area, or the flow of groundwater through a wetland;

144 c. Filtering or storage of sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable
145 waters;

146 d. Shoreline protection against soil erosion;

147 e. Fish spawning, breeding, nursery or feeding grounds;

148 f. Wildlife habitat;

149 g. Areas of special recreational, scenic or scientific interest, including scarce wetland types

150 3. If the Department of Natural Resources has notified the county zoning agency that a proposed amendment to the Wetland portion
151 of the district may have a significant adverse impact upon any of the criteria listed, that amendment, if approved by the county board,
152 shall contain the following provisions:

153 a. This amendment shall not take effect until more than 30 days have elapsed since written notice of the county board's approval
154 of this amendment was mailed to the Department of Natural Resources.

155 b. During that 30-day period, the Department of Natural Resources may notify the county board that it will adopt a superseding
156 shoreland ordinance for the county under section 59.692 (6) of the Wisconsin Statutes.

157 c. If the Department notifies the county board, the effect of this amendment shall be stayed until the adoption procedure under
158 section 59.692 (6) is completed or otherwise terminated.

159
160 Adopted this 22nd day of September, 2016

161
162 BY: Oconto County Planning & Zoning Sub-Committee

163
164 Ron Korzeniewski, Chairman

165 Ken Linzmeyer, Vice-Chair

166 Darrel Pagel

167 Ryan Wendt

168 David Christianson

169
170
171 Reviewed by Corporation Counsel:

Vote:

172
173 cam 09.14.2016
174 Initials of Date Approved

Ayes: _____ Nays: _____

175 Corp. Counsel

176

177

RESOLUTION # 58 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF INTRUDER ALERT EXERCISE – DECEMBER 1, 2016

WHEREAS, the County adopted an Active Intruder Policy in 2013, which was recently revised (attached), and an active intruder exercise was held on October 29, 2013, and

WHEREAS, it is recommend that an exercise be conducted again as both a refresher and to train new employees on the policy as well as demonstrate the need for any necessary changes as a result of the exercise, and

WHEREAS, this will require participation of all employees during normal business hours, thus resulting in the need to close the Courthouse for business from 1:00 pm to 4:00 pm on Thursday, December 1, 2016.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby agree to close the Courthouse for business on December 1, 2016 from 1:00 pm to 4:00 pm for the purpose of conducting a full scale intruder alert exercise.

Submitted this 22nd day of September, 2016

By: Emergency Management Committee

Buzz Kamke
Lee Rymer
Gerald Beekman
Paul Bednarik
Dennis Kroll
Melissa Wellens

Reviewed by Corporation Counsel:

Adopted by Vote:

cam 09.14.2016
Initials of Date
Corp. Counsel Reviewed

Ayes: _____ Nays: _____ Absent: _____

12

ACTIVE COURTHOUSE INTRUDER POLICY/PROCEDURES

An active intruder is an individual or individuals actively engaged in or demonstrating a high likelihood of killing or physically harming employees or the public in the Courthouse Campus typically through a firearm or other weapon. These events are usually unpredictable and evolve quickly and require the response from Law Enforcement.

Alert Activation & Deactivation

1. 911 notified of the situation.
2. 911 notifies Jail Control to active the ACTIVE INTRUDER audible alert.
3. Jail Control activates the audible alert
4. Law Enforcement notifies 911 to deactivate audible alarm when on scene.
5. Law Enforcement personnel will search department by department to escort employees and public from the safe area, out of building and then directed to Oconto City Hall when deemed necessary.

Employee/Public Response

1. Employees/Public in immediate danger are to take whatever steps they deem necessary to protect their lives and the lives of others. Call 911 when it is safe to do so.
2. Upon hearing audible active intruder alarm, employees along with the general public they are with, shall move to the department's designated safe area or leave building and go to Oconto City Hall.
3. If leaving building, do so orderly and relocate to Oconto City hall until released by Law Enforcement.
4. If in the designated department safe area, stay until released by Law Enforcement.
 - a. Alarm will stop, indicating that Law Enforcement is on scene. Employees shall stay in their designated safe area until Law Enforcement arrives.
 - b. Law Enforcement will identify themselves and provide a code word: **Code Green.**
 - c. Employees are to provide a code word: **Code Gold**, to notify law enforcement that situation is safe for them to be evacuated.
 - d. Follow Law Enforcement directions to exit the building.
 - e. All employees/public will need to go to Oconto City Hall to be officially released.

When Law Enforcement Arrives:

- *Remain calm and only exit designated safe area upon Law Enforcement identifying themselves and hearing code word.*
- *Raise hands and spread fingers.*
- *Keep hands empty and visible at all times.*
- *Avoid any quick movements toward officers.*
- *Avoid pointing, screaming or yelling.*

Departmental Safe Areas

- Each Department Head to select appropriate safe area for their employees with the assistance of the Emergency Management Director and Law Enforcement.
- Each area designated shall be on file with Law Enforcement and Emergency Management Director.

Calling 911 if an intruder is present

- Keep calm.
- Provide the following information.
 - Location of intruders.
 - Number of intruders.
 - Physical description of intruder(s).
 - Number of and type of weapons.
 - Number of potential victims at the location.
- Seek safe area.

Situation Coping Tips

- Be aware of your work environment and possible dangers.
- Identify nearest exits in your work area.
- Leave belongings behind.
- Silence/Vibrate cell phones or pagers.
- Block entry areas to safe area.
- Last Resort – Take Action Against Intruder when in imminent danger.
 - Attempt to incapacitate the intruder.
 - Act with physical aggression and throw items at intruder.

Department Heads are responsible to account for all of their employees.

All Employees shall annual review the Active Intruder safety video. County shall annual conduct an active intruder alert drill.

RESOLUTION NO. 59 -2016

**ORDERING COUNTY CLERK TO ISSUE TAX DEEDS
ON UNREDEEMED TAX CERTIFICATES**

WHEREAS, your Forest, Parks & Recreation/Land Information Systems Subcommittee has been informed by Tanya M. Peterson, Oconto County Treasurer, that real estate taxes for the year 2011 remain unpaid for certain properties; and

WHEREAS, your Committee is also informed that all of the statutory requirements concerning notification and the publication of notices for said properties with unpaid taxes for the year of 2011 have been completed; and

WHEREAS, pursuant to Wis. Stat. § 75.14(1), the County Board, by resolution, may order the County Clerk to execute to the County tax deeds for such properties; and

WHEREAS, such resolution is the next necessary step in the equitable enforcement and collection of real estate taxes.

NOW, THEREFORE, BE IT RESOLVED, that the County Clerk of Oconto County is ordered to execute and issue a tax deed in favor of Oconto County upon all lands for which Oconto County owns and holds tax certificates remaining unredeemed for the year 2011.

**MORE PARTICULARLY
DESCRIBED IN
REGISTER OF DEEDS
OFFICE AT VOL & PG
OR DOCUMENT NO.**

PARCEL ID NO.	LEGAL DESCRIPTION	2011 TAXES OWED
<u>TOWN OF ABRAMS</u>		
00210040192	241-73 SEC4-T27N-R20E GL2 EXC PRTS SOLD (Formerly known as the T.A. Nickodem (Trustee) property)	\$687.23
002201400412	751-202/653-234 SEC14-T27N-R20E W 1/2 NWNE (Formerly known as the Greg A. Ness property)	\$519.67
002432705135	815-816/443-387/403-293 SEC27-T27N-R20E LOT 3 BLK 5 OF PLAT OF ABRAMS (Formerly known as the Judith C. Longsine property)	\$1,980.26
<u>TOWN OF BRAZEAU</u>		
008030302141	1535-508/1506-570 SEC3-T30N-R19E #8195 NESE EXC V766-P590, CSM V29-P42 (Formerly known as the Jonathan D. Rakowski & Lauralynne K. Rakowski property)	\$3,794.61
008030302242	1535-508/1506-570 SEC3-T30N-R19E NWSE (Formerly known as the Jonathan D. Rakowski & Lauralynne K. Rakowski property)	\$92.25
0081414004131	1559-560/1487-963/1097-55 SEC14-T30N-R19E PRT SWNE COM NW COR TH S487' POB. TH S200' TH E300' TH N200' TH W300' POB. #11152 (Formerly known as the Calvin R. Kostreva property)	\$211.79

13

57	0084512001	746-594/668-551	\$1,384.00
58		SEC12-T31N-R18E #13905 LOT 1 GAFFNEY LAKE LOTS IN CERTIFIED	
59		SURVEY VOL 1-PAGE 38	
60		(Formerly known as the Timothy J. Blaney a/k/a Timothy Blaney property)	
61			
62	<u>TOWN OF HOW</u>		
63	01813130075	552-668	\$549.53
64		SEC13-T29N-R17E GOV'T LOT 5 EXC .90 ACRES HWY PUR	
65		(Formerly known as the Arnold C. Perlick property) (Arnold W. Perlick &	
66		Lorena Perlick a/k/a Lorena E. Perlick – life estate holders)	
67			
68	<u>TOWN OF LAKEWOOD</u>		
69	019392902931D1	1277-912/769-718	\$5.90
70		SEC29-T33N-R16E PRT NESW COM SW COR TH N24.75' POB TH CON	
71		N200' TH E100' TH S200' TH W100' POB.	
72		(Formerly known as the Charles W. Anderson & Paula L. Anderson property)	
73			
74	<u>TOWN OF LENA</u>		
75	020-333300414A	1486-624	\$282.62
76		SEC33-T29N-R20E PRT SENE K/A LOT 1 CSM V32-P12	
77		(Formerly known as the Leah Meyer property)	
78			
79	<u>TOWN OF LITTLE SUAMICO</u>		
80	024313500614B	196-23	\$9.48
81		SEC35-T26N-R20E SENE EXC V209-P33	
82		(Formerly known as the Stanley Shudrowitz)	
83			
84	<u>TOWN OF MAPLE VALLEY</u>		
85	0261212033424	1486-906/1447-243	\$477.27
86		SEC12-T29N-R18E COM NW COR OF NWSE TH S236' TH E175' TH N	
87		236' TH W175' POB	
88		(Formerly known as the Anthony R. Denowski property – Land Contract	
89		Vendee) (Progressive Financial Consultants – Land Contract Vendor)	
90			
91	026181805744D1	716-598	\$4.47
92		SEC18-T29N-R18E PRT SESE COM SE COR TH W416' TH N33' POB TH	
93		W33' TH N208' TH E33' TH S208' POB PRT CSM V10-P46	
94		(Formerly known as the Alan B. Shepherd & Lisa G. Shepherd property)	
95			
96	<u>TOWN OF MORGAN</u>		
97	028070701541	1146-69	\$419.29
98		SEC7-T27N-R19E NESE EXC V1445-P393	
99		(Formerly known as the Michael G. Trewin property)	
100			
101	028070701944	1146-69	\$1,632.95
102		SEC7-T27N-R19E SESE EXC V1445-P393	
103		(Formerly known as the Michael G. Trewin property)	
104			
105	028181800111	1146-69	\$1,081.00
106		SEC18-T27N-R19E NENE EXC PAR 147' X 295', V1445-P393	
107		(Formerly known as the Michael G. Trewin property)	
108			
109			
110			
111			
112			

113	028212100914D	1550-190	\$1,238.33
114	SEC21-T27N-R19E PRT SENE COM 160' S OF NE COR; TH W272';		
115	S160'; E272'; N160' POB & AS DES IN V890-P399		
116	(Formerly known as the Robert W. Wawiorka & Jackie S. Wawiorka		
117	property)		
118			
119	<u>TOWN OF MOUNTAIN</u>		
120	029501303034D	759-272	\$336.20
121	SEC13-T31N-R17E PRT W1/2 SEC 13 K/A LOT 31 & 32 NICOLET UNREC'D		
122	SUB EXC V759-P271		
123	(Formerly known as the Paul D. Poradek property)		
124			
125	029793605115	780-914	\$20.39
126	SEC3-T31N-R16E LOT 15 HINCH'S SUBDIVISION		
127	(Formerly known as the Eric P. Iseli & Lisa M. Iseli property)		
128			
129	<u>TOWN OF OCONTO</u>		
130	030080800922A	1326-756	\$1,399.52
131	SEC8-T28N-R21E NWNW EXC THE N994.89', V1326-P753 & PRT		
132	SWNW AS DES IN V1326-P756		
133	(Formerly known as the Margaret A. Leigh property)		
134			
135	<u>TOWN OF RIVERVIEW</u>		
136	03605050114347	681925/1015-523	\$688.29
137	SEC5-T32N-R16E PRT SESW AS DESC IN V532-P908		
138	(Formerly known as the Brent Vandenheuvel property)		
139			
140	036592338021P	1463-987/1147-419	\$669.24
141	SEC23-T32N-R17E PRT GL1 COM SE COR TH N ON E 40 LN 647.89'		
142	TH W175.51' ETC EXC LOTS 2 CSM V12-P213. K/A LOT 1 CSM V12-P213		
143	(Formerly known as the Scott W. Berendsen property)		
144			
145	<u>TOWN OF SPRUCE</u>		
146	038030300723	909-467/798-589	\$1,087.85
147	SEC3-T29N-R19E SW OF NW		
148	(Formerly known as the Patrick E. Mocco and Tamera R. Mocco property)		
149			
150	<u>TOWN OF TOWNSEND</u>		
151	042262601121	1298-472	\$145.30
152	SEC26-T33N-R15E PRT NENW LOT 3, 4, 5 & 6 CSM V6-P92 EXC LOTS		
153	4, 5, & 6. N/K/A LOT 3 CSM V6-P92		
154	(Formerly known as the Robert J. Baur property)		
155			
156	<u>TOWN OF UNDERHILL</u>		
157	044303006634	593-792	\$82.45
158	SEC30-T28N-R17E LOT 21 WOODLAND OAKS PLAT & 1/49 INTEREST IN		
159	OL1 & 1/49 INTEREST IN ACCESSWAY TO LAKE WARRINGTON		
160	GL2 31-28-17		
161	(Formerly known as the George L. Brophy and Martin J. Enright property)		
162			
163	<u>VILLAGE OF SURING</u>		
164	1810212093540	1204-384	\$210.64
165	SEC12-T29N-R17E LOTS 10 & 11 BLK 4 OF KRUEGERS PLAT		
166	(Formerly known as the Darrell G. Tachick property)		
167			
168			

169	18103130861450	1322-952	\$71.81
170	SEC13-T29N-R17E OUTLOT 23 OF ASSESSORS PLAT OF VILLAGE OF		
171	SURING		
172	(Formerly known as the Jeremy Rennie & Amber Rennie property)		
173			
174	<u>CITY OF OCONTO</u>		
175	265021904252	848-400	\$1,525.49
176	SEC19-T28N-R22E LOT 16 BLK 2 OF BRUNQUEST'S ADD TO CITY OF OCONTO		
177	(Formerly known as the Wisconsin Affordable Housing Group, LLC		
178	property; Joel D. Portmann – Registered Agent)		
179			
180	2650520012245	1339-705	\$1,371.42
181	SEC20-T28N-R22E COOK'S 2ND ADD, CITY OF OCONTO LOT 21 &		
182	22 & 1/2 VACATED ALLEY V803-P899		
183	(Formerly known as the James Brugger & Donna Brugger property)		
184			
185	2650720007317	1548-523	\$821.77
186	SEC20-T28N-R22E HART'S ADD, CITY OF OCONTO PRT OF LOTS 11 & 12		
187	COM 118.2' N OF NW COR LOT 10, TH ELY 117.5', TH NLY TO PT 19.5' WLY		
188	TO ETC.		
189	(Formerly known as the Chester A. Wood property)		
190			
191	2650818001326	848-400	\$1,412.36
192	SEC18-T28N-R22E WEST 108.42' OF LOT 1 BLK 1 E J HART'S ADD TO		
193	CITY OF OCONTO		
194	(Formerly known as the Wisconsin Affordable Housing Group, LLC		
195	Property; Joel D. Portmann – Registered Agent)		
196			
197	2651419053612	664-559	\$1,156.03
198	SEC19-T28N-R22E 1) MILLIDGE' S ADD. CITY OF OCONTO PRT OF LOT		
199	3 BLK 6, COM SE COR SD LOT 3. TH W'LY 21.53'. N 64' 10", E'LY 6' 5".		
200	(Formerly known as the Ronald J. Peterson & James A. Peterson property)		
201			
202	2651419057616	683-929	\$128.77
203	SEC19-T28N-R22E MILLIDGE'S ADD. CITY OF OCONTO PRT LOT 6 BLK 6,		
204	COM 50' E OF NW COR SD LOT. TH W 50'S S TO SW COR SD LOT,		
205	E'LY30'		
206	(Formerly known as the Ronald J. Peterson & James A. Peterson property)		
207			
208	2651919037866	805-565	\$614.91
209	SEC19-T28N-R22E LOT 6 BLK 4 OF PECORS ADD TO CITY OF OCONTO		
210	EXC AS DES IN V368-P457 & V492-P177		
211	(Formerly known as the Marvin R. Jarvey, Jr. property)		
212			
213	26531191301783	1230-903	\$500.59
214	SEC19-T28N-R22E 1)PRT GOV'T LOT 1 SEC 19, COM E LN SUPERIOR		
215	AVE 426.95' S NW COR HOLT'S ADD, TH E115.75'; N 80'; (CONT 2)N 78		
216	DEG		
217	(Formerly known as the Gutter Pros Gutter Shield, LLC property)		
218			
219	26531192021858	1104-299/1086-116/805-135	\$1,628.40
220	SEC19-T28N-R22E PRT GL6 COM 149'W OF INT WITH W LN CALL AVE		
221	& N LN GALE ST TH N262' TH W99' TH S262' TH E99' POB		
222	(Formerly known as the David Garrigan & Dawn (Dallmann) Garrigan		
223	property)		
224			

225 26531193201975 848-399 \$940.60
 226 SEC19-T28N-R22E 1) PRT GOV'T LOT 8 COM 152' SW'LY OF INT W LN
 227 SHERER AVE & S LN MCDONALD ST TH S120'; SW'LY 52'; N'LY 120';
 228 (CONT)
 229 (Formerly known as the Wisconsin Affordable Housing Group, LLC
 230 property; Joel D. Portmann – Registered Agent)
 231

232 **CITY OF OCONTO FALLS**

233 2660707815473 568-433 \$813.92
 234 SEC25-T28N-R19E VOLKS PLAT LOT 9 BLK 2.
 235 (Formerly known as the Bart G. Magnin property)
 236

237 2660708216211 496-342/249-311 \$2.24
 238 SEC25-T28N-R19E PRT GL3 AS DES IN V249-P311 & V496-P343. EXC
 239 V1477-P491
 240 (Formerly known as the Marvel Bunn Magill property)
 241
 242
 243
 244
 245
 246
 247
 248

249 **AND, BE IT FURTHER RESOLVED**, that Oconto County will assume and pay the 2011 real
 250 estate taxes.

251
 252 For consideration by the Oconto County Board of Supervisors on September 22, 2016.
 253

254 Respectfully submitted,
 255

256
 257 **FOREST, PARKS & RECREATION/LAND INFORMATION SYSTEMS SUBCOMMITTEE:**
 258

- 259 GREG SEKELA, Chairperson
 260 ROBERT POTT, Vice Chairperson
 261 AL STRANZ
 262 JUDY BUHRANDT
 263 VERNON ZOELLER
 264
 265

266
 267 Reviewed by Corporation Counsel: Adopted by Vote:
 268 Cam 09.13.2016 Ayes: _____ Nays: _____ Absent: _____
 269
 270 Initials of Date
 271 Corp. Counsel Reviewed
 272
 273

RESOLUTION # 600 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: **APPROVAL OF VACATION VARIANCE FOR FORESTRY & PARKS ADMINISTRATOR**

WHEREAS, per County policy, exceptions to the vacation schedule must be approved by the Home Committee, Personnel & Wages Committee and the County Board; and

WHEREAS, the newly hired Forestry & Parks Administrator has requested an exception to the vacation policy, requesting 5 days instead of 3 days upon start; and

WHEREAS, the Forestry & Parks & Recreation Committee and Personnel & Wages Committee have approved the request for 5 days.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors grant the Forestry & Parks Administrator, Monty Brink, 5 days' vacation for 2016 instead of the usual 3 days.

Submitted this 22nd day of September, 2016

BY: Forestry & Parks Committee

Greg Sekela
Robert Pott
Al Stranz
Judy Buhrandt
Vernon Zoeller

Personnel & Wages Committee

Gerald Beekman
Ron Korzeniewski
Elmer Ragen
Jim Lacourciere
Paul Bednarik

Reviewed by Corporation Counsel:

Cam
Initials of
Corp. Counsel

09.14.2016
Date
Reviewed

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

RESOLUTION # 60 - 2016

1
2
3
4 TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors
5
6 RE: **RESOLUTION IN SUPPORT OF INCREASED FUNDING IN THE CHILDREN AND FAMILIES**
7 **ALLOCATION (CFA)**
8
9

10 WHEREAS, the Department of Children and Families provides funding to counties through the
11 Children and Families allocation for the provision of child abuse and neglect services, including
12 prevention, investigation, treatment, and out-of-home placement costs; and
13

14 WHEREAS, base funding for child welfare services has not increased since the Department of
15 Children and Families was created in 2009; and
16

17 WHEREAS, over the past few years, the child welfare workload has increased in all counties
18 across the state; and
19

20 WHEREAS, the number of child protective services (CPS) referrals has increased by 30 percent
21 since 2007 – from 55,895 referrals in 2007 to 72,698 in 2014; and
22

23 WHEREAS, the number of children in out-of-home care has increased from 7,653 in 2011 to
24 8,258 in 2015; and
25

26 WHEREAS, the number of screened-in CPS reports has increased from 18,706 in 2011 to 20,384
27 in 2015; and
28

29 WHEREAS, the number of Children in Need of Protection and Services (CHIPS) petitions filed
30 with the court has increased 12.5 percent from 2008 to 2015; and
31

32 WHEREAS, counties are struggling to recruit and retain child welfare workers; and
33

34 WHEREAS, the stress of increasing caseloads is taking its toll on CPS workers, causing many
35 experienced child welfare workers to leave the profession; and
36

37 WHEREAS, the leading cause of these caseload increases is the use of heroin, opiates, and
38 methamphetamines by caregivers; and
39

40 WHEREAS, it is critical that counties have the resources necessary to ensure the safety of
41 children in every corner of the state; and
42

43 WHEREAS, counties are struggling to identify resources to increase child welfare staff, especially
44 given the significant overmatch counties already put in the human services system.
45

46 NOW, THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors does
47 hereby request that the State of Wisconsin, in its 2017-19 state biennial budget, increase funding to
48 counties in the Children and Families allocation (CFA) to assist counties in serving the increasing number
49 of children and families in the child welfare system; and
50

51 BE IT FURTHER RESOLVED that a copy of this resolution be sent to Governor Scott Walker,
52 Department of Children and Families Secretary Eloise Anderson, Department of Administration Secretary
53 Scott Neitzel, area legislators, and the Wisconsin Counties Association.
54
55
56

57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79

Submitted this 22nd day of September, 2016,

By:	HEALTH AND HUMAN SERVICES BOARD	FINANCE COMMITTEE
	Alan Sleeter, Chair	Leland T. Rymer, Chair
	Diane Nichols	Paul Bednarik
	Loretta Shellman	Greg Sekela
	Jim Lacourciere	Doug McMahon
	Judith Buhrandt	Gary Frank
	Kathy Gohr	
	Ron Korzeniewski	
	Carolyn Barke	
	Mary Lemmen	

Reviewed by Corporation Counsel:

Adopted by Vote:

Ayes: _____ Nays: _____ Absent: _____

_____	_____
Initials of	Date
Corp. Counsel	Reviewed

RESOLUTION # 62 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF LAW ENFORCEMENT CENTER OFFICE FURNITURE

WHEREAS, purchase of new office furniture is part of the Law Enforcement Center Project Furnishing and Fixture Budget of \$950,000, of which \$250,000 of that was allocated for office furniture; and

WHEREAS, after a thorough review of what furniture can be re-used versus what is needed new; and

WHEREAS, we received a quote (attached) from our office furniture supplier to provide requested items at a cost of \$186,451 for furniture and \$17,620 for installation, for a total cost of \$204,071, and

WHEREAS, the Public Property Committee and Law Enforcement/Judiciary Committee reviewed the proposal and are recommending approval.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby accept the quote of \$204,071 from Duet Resource Group for the purchase of office furniture for the Law Enforcement Center building from account 4001-45-57210-8306.

Submitted this 22nd day of September, 2016

BY: Law Enforcement/Judiciary Committee

Public Property Committee

Gerald Beekman
Paul Bednarik
Buzz Kamke
Dennis Kroll
Melissa Wellens

Bill Grady
Jim Lacourciere
Robert Reinhart
Doug McMahon
Karl Ballestad

Reviewed by Corporation Counsel:

Adopted by Vote:

CWM

09.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed



QUOTATION

16-0803 Oconto County
 Quote Number: 16AD-1640/C

CREATED 1/7/2016
REVISED 8/3/2016
Valid Through 4/6/2016

Customer represents that the product information contained within this quote is complete and accurate. Changes to quantities and/or options/finishes will affect this quote. If applicable, other charges such as freight, tax, installation and/or delivery fees may be added at time of order.

PRODUCT TOTALS	\$186,451.00	
Other- See Quote Details	\$0.00	
GRAND TOTAL	\$186,451.00	
	<i># 17,620.00</i>	<i>Install</i>
	<i>#) 204,071</i>	<i>Total</i>

Prepared by Jodi Roberts
"Reference Only"

Market Code: 9=9=State/Local Gov't

Drawing # Revision Date

16-0201 OCONTO COUNTY

Opportunity #: 295386

Quote Filename: 16-0803 Oconto County - 16AD-1640

Requested Delivery Date

To be Determined

Sold To

Oconto County - Park Ave
 501 Park Ave
 Oconto, WI 54153-1612

P. (920) 834-7000 F. (920) 834-6889

End User

Oconto County - Park Ave
 501 Park Ave
 Oconto, WI 54153-1612

P. (920) 834-7000 F. (920) 834-6889

Ship To

To be Determined

Installation

To be Determined

Client Notes:

NOTE: 37 PAGE DETAIL QUOTE AVAILABLE

FOR REVIEW IN COUNTY CLERK'S OFFICE

Kevin Hamann

From: Curt Schleicher <CSchleicher@samuelsgroup.net>
Sent: Thursday, August 18, 2016 11:34 AM
To: Carol Kopp; Kevin Hamann
Subject: FW: KI Updated
Attachments: 16-0803 Oconto County - 16AD-1640-C_Quote.pdf

Follow Up Flag: Follow up
Flag Status: Completed

Here is the updated furniture quote. Installation is listed below in this email from Jodi.

Curt Schleicher
Senior Project Manager

o: 715.841.1920
cell: 715-218-0023
Des Moines | Waterloo | Wausau



Contractors.
Innovators.
Over Achievers.



From: Jodi Roberts [<mailto:jodi.roberts@ki.com>]
Sent: Wednesday, August 17, 2016 11:30 AM
To: Curt Schleicher <CSchleicher@samuelsgroup.net>
Subject: KI Updated

Hi Curt,

Attached is the revised with finishes for the Oconto County Law Enforcement project.

Installation is \$17,620.00.

Let me know if you have questions or need anything!

Thank you!
Jodi

 **JODI ROBERTS** | Sales
P: 920.406.3520 | **M:** 920.246.7423 | **F:** 920.406.3520 | **E:** jodi.roberts@ki.com | ki.com



RESOLUTION # 63 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF LAW ENFORCEMENT CENTER PROJECT CHANGE ORDERS

WHEREAS, during construction of the Law Enforcement Center, it was determined that changes were necessary as follows and described in the attachments:

Change Authorization Request 87	\$17,525.21	HVAC Louvers
Change Authorization Request 109	\$34,200.00	Drilled Piers (4)
Total	\$51,725.21	

WHEREAS, the Law Enforcement/Judiciary Committee and the Public Property Committee have reviewed these requested change orders and recommend approval.

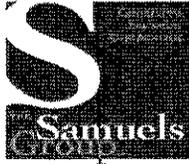
THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve Law Enforcement Center Project Change Orders as listed above at a cost of \$51,725.21

Submitted this 22nd day of September, 2016

BY: Law Enforcement/Judiciary Committee	Public Property Committee
Gerald Beekman	Bill Grady
Paul Bednarik	Jim Lacourciere
Buzz Kamke	Robert Reinhart
Dennis Kroll	Doug McMahon
Melissa Wellens	Karl Ballestad

Reviewed by Corporation Counsel:
Cam 09.14.2016
 Initials of Date
 Corp. Counsel Reviewed

Adopted by Vote:
 Ayes: _____ Nays: _____ Absent: _____



311 Financial Way
Suite 300
Wausau, WI 54401
715-842-2222

County

Project:
Project Number:

Oconto Co LEC
6813

7/7/2016

Originating Document:
The Samuels Group Document:

CB 22R2
CAR87

To: Oconto County
Attn: Kevin Hamann
301 Washington Street
Oconto, WI 54153

Self-Performed Cost: \$0.00
Subcontractor Cost: \$17,525.21
Total Cost: \$17,525.21

Contract Time Extension: 0 days

Description of Proposal: Construction Bulletin 22R2: Louvers

Item	Description	Type	Qty	Unit	\$/Unit	Self - Performed Work			Subcontractor	Total	
						Labor	Material	Equipment	Lump Sum		
1	Zeise	S	1.00		3,198.00	\$ -	\$ -	\$ -	\$ 3,198.00	\$ 3,198.00	
2	BP	S	1.00		14,327.21	\$ -	\$ -	\$ -	\$ 14,327.21	\$ 14,327.21	
3						\$ -	\$ -	\$ -	\$ -	\$ -	
4						\$ -	\$ -	\$ -	\$ -	\$ -	
5						\$ -	\$ -	\$ -	\$ -	\$ -	
6						\$ -	\$ -	\$ -	\$ -	\$ -	
7						\$ -	\$ -	\$ -	\$ -	\$ -	
8						\$ -	\$ -	\$ -	\$ -	\$ -	
9						\$ -	\$ -	\$ -	\$ -	\$ -	
10						\$ -	\$ -	\$ -	\$ -	\$ -	
11						\$ -	\$ -	\$ -	\$ -	\$ -	
12						\$ -	\$ -	\$ -	\$ -	\$ -	
13						\$ -	\$ -	\$ -	\$ -	\$ -	
14						\$ -	\$ -	\$ -	\$ -	\$ -	
15						\$ -	\$ -	\$ -	\$ -	\$ -	
16						\$ -	\$ -	\$ -	\$ -	\$ -	
17						\$ -	\$ -	\$ -	\$ -	\$ -	
18						\$ -	\$ -	\$ -	\$ -	\$ -	
19						\$ -	\$ -	\$ -	\$ -	\$ -	
20						\$ -	\$ -	\$ -	\$ -	\$ -	
21						\$ -	\$ -	\$ -	\$ -	\$ -	
22	PM (6 hours per subcontractor coordinated)	L				\$ -	\$ -	\$ -	\$ -	\$ -	
23	General Superintendent	L				\$ -	\$ -	\$ -	\$ -	\$ -	
24	Coordination/Layout	L				\$ -	\$ -	\$ -	\$ -	\$ -	
25	Pickup Truck	E				\$ -	\$ -	\$ -	\$ -	\$ -	
26	Trucking & Deliveries	E				\$ -	\$ -	\$ -	\$ -	\$ -	
27	Offices, office equipment & supplies	E				\$ -	\$ -	\$ -	\$ -	\$ -	
28	Hoisting - Crane/Forklift	E				\$ -	\$ -	\$ -	\$ -	\$ -	
29	Scaffold	E				\$ -	\$ -	\$ -	\$ -	\$ -	
30	Gas & Oil	M				\$ -	\$ -	\$ -	\$ -	\$ -	
31	Heat & Enclosures	L				\$ -	\$ -	\$ -	\$ -	\$ -	
32	Heat & Enclosures	M				\$ -	\$ -	\$ -	\$ -	\$ -	
33	Temporary Protection	L				\$ -	\$ -	\$ -	\$ -	\$ -	
34	Temporary Protection	M				\$ -	\$ -	\$ -	\$ -	\$ -	
35	SWPPP					\$ -	\$ -	\$ -	\$ -	\$ -	
36	Safety					\$ -	\$ -	\$ -	\$ -	\$ -	
37	Testing & Inspections					\$ -	\$ -	\$ -	\$ -	\$ -	
38	Cleanup/Dumpsters					\$ -	\$ -	\$ -	\$ -	\$ -	
39	Subtotal						0.00	0.00	0.00	17,525.21	\$ 17,525.21
40	Small Tools				0.00%		0.00	0.00	0.00	0.00	\$ -
41	Subtotal						0.00	0.00	0.00	17,525.21	\$ 17,525.21
42	Insurance/Subguard				0.00%		0.00	0.00	0.00	0.00	\$ -
43	Sales Tax				0.00%		0.00	0.00	0.00	0.00	\$ -
44	Fee - Design				0.00%		0.00	0.00	0.00	0.00	\$ -
45	Fee - General Contractor				0.00%		0.00	0.00	0.00	0.00	\$ -
46	As Built Drawings				0.00%		0.00	0.00	0.00	0.00	\$ -
47	Bond premium				0.00%		0.00	0.00	0.00	0.00	\$ -
48	Total						0.00	0.00	0.00	17,525.21	\$ 17,525.21

Acceptance of this pricing request (PR) shall be acknowledged by signature below. Acceptance will constitute full compensation to the contractor for all cost of work and expenses including the Contractors markup fee and contract time extensions for the items identified in this pricing request.

cc: Owner/Superintendent/File

Issued By: The Samuels Group, Inc.
Curt Schleicher
Project Manager
Curt Schleicher

Reviewed By: Oconto County Law Enforcement Center

Approved By:

Owner
Kevin Hamann

7/7/2016
Date

Date

Date



901 VANDERBRAAK STREET

P.O. Box 1835

GREEN BAY, WI 54305-1835

920.437.5426 tel

920.437.6662 fax

www.zeiseconstruction.com

June 23, 2016

Megan Cyr
The Samuels Group
311 Financial Way, Suite 300
Wausau, WI 54401

Re: Oconto County LEC-CB #22R

Megan,

In response to CB #22R, the cost to provide the 2x4 blocking and insulation at the louvers would be as follows:

Zeise Construction	\$2,878.00
Overhead/fee	288.00
Bond	<u>32.00</u>
Total	\$3,198.00

If you should have any questions, please contact me.

Respectfully submitted,

FRANK O. ZEISE CONSTRUCTION CO., INC.

Richard C. Schroeder

RCS/ba



FRANK O. ZEISE CONSTRUCTION CO., INC.

TRUSTED FOR EXPERIENCE-VALUED FOR SERVICE

CONSTRUCTION BULLETIN NO. 22R
OCONTO COUNTY LEC
OCONTO, WISCONSIN

Project name 2015-48 CB NO 22R
220 ARBUTUS
OCONTO
WI 54153

Estimator RCS

Labor rate table LABOR 16

Equipment rate table Standard Equipment

Bid date 6/23/2016

Report format Sorted by 'Group phase/Phase'
'Detail' summary

Item	Description	Takeoff Qty	Unit Cost	Amount	Unit Cost	Material Amount	Subcontract Amount	Total Amount
6000.000 WOOD & PLASTICS								
6091.100 Fasteners: Misc								
10	Misc Fasteners	1.00 ea	51.68 /ea	52	325.00 /ea	325	-	377
	Fasteners: Misc			52		325		377
	1.00 Labor hours							
6100.300 Framing Nailers *								
50	Trtd 2x4 Nailer	345.00 lnft	1.52 /lnft	524	0.54 /lnft	186	-	711
	Framing Nailers *			524		186		711
	10.15 Labor hours							
7000.000 THERMAL & MOISTURE PROT								
7210.040 Insulation: Board								
140	Extruded Polystyrene 1.5" Insulation: Board	800.00 sf	0.85 /sf	680	0.783 /sf	626	-	1,306
	16.214 Labor hours			680		626		1,306
THERMAL & MOISTURE PROT								
	16.214 Labor hours			680		626	0	1,306

Estimate Totals							
Description	Amount	Totals	Hours	Rate	Cost Basis	Cost per Unit	Percent of Total
Labor	1,256		27,361 hrs				43.64%
Material	1,138						39.53%
Subcontract							
Equipment							
Other	2,394	2,394					83.18
Taxes & Ins On Labor	420			33,400 %	C		14.58%
Sales Tax	63			5,500 %	C		2.17%
Additional Insurance	1			0,020 %	T		0.02%
Total		2,878					

We agree to do the above estimated work for the price of 2,878 dollars

Signature _____
 Print Name _____
 Date _____

Signature _____
 Print Name _____
 Date _____



WOMAN OWNED BUSINESS
SMALL BUSINESS MEMBER

B & P MECHANICAL, INC.
3200 WEST HIGHVIEW DRIVE
APPLETON, WI 54912-2002

TELEPHONE (920) 733-3303
FAX (920) 733-9319

**PROPOSAL
NO. 7242**

PREPARED ESPECIALLY FOR (The Buyer)

Page 1 of 1
Date: July 7, 2016

To: Samuels Group
Attn: Megan Cyr
RE: Oconto County LEC – HVAC Construction Bulletin #22R

We propose to furnish all labor, material, construction equipment, supervision and services necessary per your drawings, notes and specs.

Sheet Metal Materials	\$ 1,023.00
Labor 106 Hrs. x \$80.00 per Hr.	\$ 8,480.00
Layout out backing to be installed by others for Louvers install 40 Hrs. x \$80 per Hr.	\$ 3,200.00
Tax	\$ 51.15
Insurance & Bond	\$ 270.59
Overhead & Profit	\$ 1,302.47
Total	\$14,327.21

*Modify Louvers
- Remove Back Fin Support.*

If you have any questions, please do not hesitate to call. Thank you for the opportunity to quote.

Sincerely,

Authorized Signature Thomas Hietpas
Thomas Hietpas

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are hereby accepted. You are authorized to do the work as specified. Payment will be made as outline above.
ACCEPTED: Signature _____

Date _____ Signature _____

Curt Schleicher

From: Brian Haupt <Brian@B-PMechanical.com>
Sent: Wednesday, August 17, 2016 1:22 PM
To: Curt Schleicher; 'Tom Hietpas'
Cc: Megan Cyr
Subject: Re: Oconto Co CB 22 R2
Attachments: DOC_20160817124709.PDF

Curt,

Per the attached proposal for CB22R2 here is how we came up with our pricing:

Sheet metal materials:-cost difference between the different gauges of metal
106 hrs. of labor:-was to cut off all louver back wind bracing (22 total of the louver height)
-bracket modification and install were wind bracing was removed
-extra prep work and sealing (due to not having access from behind louver to do this

work)

40 hrs. of labor:-to work with Ziese on install of backing and insulation for behind louvers

Thanks,

Brian Haupt

B & P Mechanical, Inc.
3200 W. Highview Drive
Appleton, WI 54914

Phone: 920-733-3303
Fax: 920-733-9319

From: Curt Schleicher
Sent: Friday, August 12, 2016 10:34 AM
To: Brian Haupt ; 'Tom Hietpas'
Cc: Megan Cyr
Subject: Oconto Co CB 22 R2

Gentleman:

I still need a description breakdown of CB 22R2 for the Louver modification. Kurt Berner from our company has to explain these changes to the Co Board. He has to be able to explain the additional cost of \$14,327.21. Please provide explanation of work being performed. I will need this by August 25th so I can submit it to the Law Enforcement Committee for recommendation to take to the County Board.

Thanks,

Curt Schleicher
Senior Project Manager

o: 715.841.1920
cell: 715-218-0023



311 Financial Way
 Suite 300
 Wausau, WI 54401
 715-842-2222

Project:
Project Number:

Oconto Co LEC
 6813

8/25/2016

Originating Document:
The Samuels Group Document:

CAR 109

To: Oconto County
 Attn: Kevin Hamann
 301 Washington Street
 Oconto, WI 54153

Self-Performed Cost: \$0.00
Subcontractor Cost: \$34,200.00
Total Cost: \$34,200.00

Contract Time Extension: 0 days

Description of Proposal: (4) Drilled Concrete Piers in Connector

Item	Description	Type	Qty	Unit	\$/Unit	Self - Performed Work			Subcontractor	Total
						Labor	Material	Equipment	Lump Sum	
1	Midwest Drilled Foundations and Engin	S	1.00		34,200.00	\$ -	\$ -	\$ -	\$ 34,200.00	\$ 34,200.00
2						\$ -	\$ -	\$ -	\$ -	\$ -
3						\$ -	\$ -	\$ -	\$ -	\$ -
4						\$ -	\$ -	\$ -	\$ -	\$ -
5						\$ -	\$ -	\$ -	\$ -	\$ -
6						\$ -	\$ -	\$ -	\$ -	\$ -
7						\$ -	\$ -	\$ -	\$ -	\$ -
8						\$ -	\$ -	\$ -	\$ -	\$ -
9						\$ -	\$ -	\$ -	\$ -	\$ -
10						\$ -	\$ -	\$ -	\$ -	\$ -
11						\$ -	\$ -	\$ -	\$ -	\$ -
12						\$ -	\$ -	\$ -	\$ -	\$ -
13						\$ -	\$ -	\$ -	\$ -	\$ -
14						\$ -	\$ -	\$ -	\$ -	\$ -
15						\$ -	\$ -	\$ -	\$ -	\$ -
16						\$ -	\$ -	\$ -	\$ -	\$ -
17						\$ -	\$ -	\$ -	\$ -	\$ -
18						\$ -	\$ -	\$ -	\$ -	\$ -
19						\$ -	\$ -	\$ -	\$ -	\$ -
20						\$ -	\$ -	\$ -	\$ -	\$ -
21						\$ -	\$ -	\$ -	\$ -	\$ -
22	PM (8 hours per subcontractor coordinated)	L				\$ -	\$ -	\$ -	\$ -	\$ -
23	General Superintendent	L				\$ -	\$ -	\$ -	\$ -	\$ -
24	Coordination/Layout	L				\$ -	\$ -	\$ -	\$ -	\$ -
25	Pickup Truck	E				\$ -	\$ -	\$ -	\$ -	\$ -
26	Trucking & Deliveries	E				\$ -	\$ -	\$ -	\$ -	\$ -
27	Offices, office equipment & supplies	E				\$ -	\$ -	\$ -	\$ -	\$ -
28	Hoisting - Crane/Forklift	E				\$ -	\$ -	\$ -	\$ -	\$ -
29	Scaffold	E				\$ -	\$ -	\$ -	\$ -	\$ -
30	Gas & Oil	M				\$ -	\$ -	\$ -	\$ -	\$ -
31	Heat & Enclosures	L				\$ -	\$ -	\$ -	\$ -	\$ -
32	Heat & Enclosures	M				\$ -	\$ -	\$ -	\$ -	\$ -
33	Temporary Protection	L				\$ -	\$ -	\$ -	\$ -	\$ -
34	Temporary Protection	M				\$ -	\$ -	\$ -	\$ -	\$ -
35	SWPPP					\$ -	\$ -	\$ -	\$ -	\$ -
36	Safety					\$ -	\$ -	\$ -	\$ -	\$ -
37	Testing & Inspections					\$ -	\$ -	\$ -	\$ -	\$ -
38	Cleanup/Dumpsters					\$ -	\$ -	\$ -	\$ -	\$ -
39	Subtotal					0.00	0.00	0.00	34,200.00	\$ 34,200.00
40	Small Tools				0.00%	0.00	0.00	0.00	0.00	\$ -
41	Subtotal					0.00	0.00	0.00	34,200.00	\$ 34,200.00
42	Insurance/Subguard				0.00%	0.00	0.00	0.00	0.00	\$ -
43	Sales Tax				0.00%	0.00	0.00	0.00	0.00	\$ -
44	Fee - Design				0.00%	0.00	0.00	0.00	0.00	\$ -
45	Fee - General Contractor				0.00%	0.00	0.00	0.00	0.00	\$ -
46	As Built Drawings				0.00%	0.00	0.00	0.00	0.00	\$ -
47	Bond premium				0.00%	0.00	0.00	0.00	0.00	\$ -
48	Total					0.00	0.00	0.00	34,200.00	\$ 34,200.00

Acceptance of this pricing request (PR) shall be acknowledged by signature below. Acceptance will constitute full compensation to the contractor for all cost of work and expenses including the Contractors markup fee and contract time extensions for the items identified in this pricing request.

cc: Owner/Superintendent/File

Issued By: The Samuels Group, Inc.

Reviewed By: Oconto County Law Enforcement Center

Approved By:

Project Manager
 Curt Schleicher

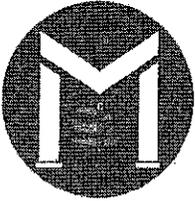
Owner
 Kevin Hamann

8/25/2016
 Date

Date

Date

**Midwest Drilled
Foundations &
Engineering, Inc.**



August 23, 2016

The Samuels Group, Inc.
311 Financial Way
Wausau, Wisconsin 54401

TeL (715)-541-1920
Cell (715)-218-0023

Attention: Mr. Curt Schleicher (email: CSchleicher@Samuelsgroup.com)
Senior Project Manager

Reference: Drilled Pier - *Proposal*
Oconto County LEC-Addition and Renovation
220 Arbutus Avenue
Oconto, Wisconsin

Curt,

Midwest Drilled Foundations & Engineering proposes to provide the labor, equipment, concrete & rebar material and supervision to install (4-each) 24" diameter Drilled Piers x 30'-0" deep for the above reference project. We offer to complete this work for the Lump Sum Price of \$34,200.

Unit Prices:

Unit Price #1 - Add/Deduct Drilled Piers 2'-0" Diameter	(\$165/LF)
Unit Price #2 - Add Rock Removal	(\$735/CY)
Unit Price #3 - Obstruction Delay Rate	(\$675/HR)

MDF&E's Proposal is based upon the following:

- Geotechnical Report by PSI, Inc., dated February 12, 2015-PSI Project No. 0093192.
- Foundation Plans by KJWW Engineering Consultants, Sheet S201, dated June 19, 2015.
- There were no Drilled Concrete Piers & Shafts Specification given to us at time of bid.
- We have assumed a bid length of 30'-0" and Top of Drilled Pier is at elevation 96'-0".
- We have assumed that the bottom of each Drilled Piers will bear at elevation 66'-0" or per the Civil Plans elevation of 556.0' on top of the rock formation, but not into the rock formation (rock sockets).

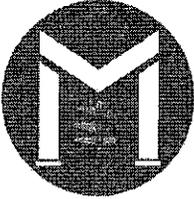
The following work/services are by MDF&E, Inc.:

- 1.) Construct each Drilled Pier per ACI 336.1 Specifications.
- 2.) Mobilization to the site of our rubber tire truck drill rig, support equipment & crew and a continuous work schedule.
- 3.) Drill (4-each) Drilled Piers to the diameter stated in the plans, none of them are to have Rock Socket.
- 4.) Furnish, tie, hoist and place each reinforcing cage(s) & dowel bars in each shaft.
- 5.) Furnish & pour the 4,000-psi concrete per the Specifications, by free fall method or by Tremie pipe method if more than 4" of water is at the bottom of the shafts.
- 6.) Stockpile our drilled spoils on site (+/-16 yds).
- 7.) Furnish perimeter fall protection around open shafts with a barricade surrounding system.
- 8.) Allow proper inspection time for Owners Geotechnical Inspector.

Drilled Piers • Caissons • Grout Anchors • Earth Retention Systems • Soil Nailing • Micro Piles • Helical Piers • Pile Driving • Design Build Services
200 S Prairie Ave., Waukesha, Wisconsin 53186 • Phone: 262.436.0392 • Fax: 262.436.0393

"We Know The Drill"

**Midwest Drilled
Foundations &
Engineering, Inc.**



August 23, 2016

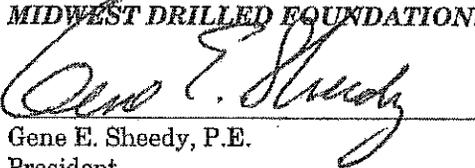
The following work/services are by others:

- 1.) Layout of each drilled pier and bench mark for elevations.
- 2.) Furnish and tie each reinforcing cages & dowel bars.
- 3.) Underground/overhead utilities conflicts, exposing and/or supporting of them if necessary.
- 4.) Permits, Performance & Payment Bonds, easements and encroachments and/or their costs.
- 5.) Any kind of additional Liability or Umbrella Insurance above our standard and/or their costs.
- 6.) Site restoration of any kind.
- 6.) Any "Special" or "Hazardous" or contaminated soil impact.
- 7.) Geotechnical and Material testing and/or inspections of proper bearing stratum-drilled piers.
- 8.) Loading, hauling and disposal of our drill spoils (+/-16 yds).
- 9.) Forming and/or pour of concrete grade beams/footings and/or setting of anchor bolts.
- 10.) Excavation of any kind.
- 11.) Furnish & placement of winter protection blankets for freshly poured concrete.
- 12.) Down hole inspection will not be allowed by MDF&E.

We trust this proposal is of interest to you and we look forward to being of services. If we can be of assistance in clarifying any points in this Proposal, please contact us at (262)-436-0392 or my cell phone 414-234-1091.

Sincerely,

MIDWEST DRILLED FOUNDATIONS & ENGINEERING, INC.


Gene E. Sheedy, P.E.
President

RESOLUTION # 104 - 2016

TO: THE HONORABLE CHAIRPERSON AND MEMBERS OF OCONTO COUNTY BOARD

RE: APPROVAL OF 2017 MAR-OCO LANDFILL ADMINISTRATION AND OPERATIONAL BUDGETS

WHEREAS, the Mar-Oco Landfill budgets do not require either County to appropriate tax levy funds in 2017; and

WHEREAS, the Mar-Oco Landfill's continued operation is vital to maintaining a competitive solid waste market in Oconto and Marinette Counties; and

WHEREAS, the Mar-Oco Landfill Committee provided public notice of a public hearing on the proposed Mar-Oco Landfill budgets in the Peshtigo Times and the Oconto Reporter on August 23 & 31, 2016; and

WHEREAS, the Mar-Oco Landfill Committee held a public hearing on the proposed budgets on September 9th, 2016 to solicit public input and received none; and

WHEREAS, the Mar-Oco Landfill Committee has reviewed and approved the attached 2017 budgets,

NOW, THEREFORE, BE IT RESOLVED by the Oconto County Board that the 2017 Administrative and Operational budgets for the Mar-Oco Landfill be approved as submitted and attached hereto.

Submitted this 22nd day of September, 2016

By: Oconto County Members of Mar-Oco Landfill Committee

Jim Lacourciere
Robert Reinhart
Robert Pott

Reviewed by Corporation Counsel:

Vote:

CLM
Initials of
Corp. Counsel

09.14.2016
Date
Reviewed

Ayes: _____ Nays: _____ Absent: _____

Mar-Oco Landfill Proposed 2017 Budget

		2015	2016	2016	2016	2016	2016	2017
		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION	Dept	
MAR-OCO ADMINISTRATION								
53630000	48190	\$ (10,777.79)	\$ (5,000.00)	\$ (5,000.00)	\$ (3,346.47)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)
		\$ (10,777.79)	\$ (5,000.00)	\$ (5,000.00)	\$ (3,346.47)	\$ (5,000.00)	\$ (5,000.00)	\$ (5,000.00)
53630000	50111	\$ 41,701.17	\$ 39,308.00	\$ 39,308.00	\$ 27,784.44	\$ 39,308.00	\$ 40,623.00	
53630000	51133	\$ 220.50	\$ 228.00	\$ 228.00	\$ -	\$ 228.00	\$ 239.00	
53630000	51151	\$ 3,161.81	\$ 3,025.00	\$ 3,025.00	\$ 2,075.17	\$ 3,025.00	\$ 2,934.00	
53630000	51152	\$ 2,850.68	\$ 2,609.00	\$ 2,609.00	\$ 1,833.76	\$ 2,609.00	\$ 2,776.00	
53630000	51154	\$ 13,848.12	\$ 13,836.00	\$ 13,836.00	\$ 9,170.22	\$ 13,836.00	\$ 13,799.00	
53630000	51155	\$ 102.00	\$ 104.00	\$ 104.00	\$ 22.12	\$ 104.00	\$ 113.00	
53630000	51159	\$ 752.85	\$ 754.00	\$ 754.00	\$ 404.53	\$ 754.00	\$ 801.00	
53630000	52213	\$ 3,800.00	\$ 3,900.00	\$ 3,900.00	\$ 3,875.00	\$ 3,900.00	\$ 4,000.00	
53630000	52214	\$ 2,852.95	\$ 2,500.00	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 3,000.00	
53630000	52225	\$ 594.25	\$ 800.00	\$ 800.00	\$ 925.14	\$ 800.00	\$ 1,000.00	
53630000	52410	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ -	
53630000	52411	\$ 211.58	\$ 300.00	\$ 300.00	\$ 182.43	\$ 300.00	\$ 300.00	
53630000	52412	\$ 8.88	\$ -	\$ -	\$ -	\$ -	\$ -	
53630000	52413	\$ 139.75	\$ 100.00	\$ 100.00	\$ 94.12	\$ 100.00	\$ 200.00	
53630000	52424	\$ 150.00	\$ 200.00	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	
53630000	52426	\$ 462.30	\$ 150.00	\$ 150.00	\$ -	\$ 150.00	\$ 150.00	
53630000	52435	\$ -	\$ 100.00	\$ 100.00	\$ -	\$ 100.00	\$ 100.00	
53630000	52436	\$ 26.00	\$ 50.00	\$ 50.00	\$ -	\$ 50.00	\$ 50.00	
53630000	52439	\$ 3,223.25	\$ 2,500.00	\$ 2,500.00	\$ 869.38	\$ 2,500.00	\$ 2,000.00	
53630000	52495	\$ 1,475.00	\$ 2,000.00	\$ 2,000.00	\$ 1,803.20	\$ 2,000.00	\$ 2,000.00	
53630000	52511	\$ 5,163.00	\$ 6,500.00	\$ 6,500.00	\$ -	\$ 6,500.00	\$ 6,500.00	
53630000	52848	\$ 2,400.00	\$ 2,400.00	\$ 2,400.00	\$ 1,600.00	\$ 2,400.00	\$ 2,400.00	
		\$ 83,144.09	\$ 81,464.00	\$ 81,464.00	\$ 50,639.51	\$ 81,464.00	\$ 83,185.00	

Mar-Oco Landfill Proposed 2017 Budget										Page 2 of 2
		2015	2016	2016	2016	2016	2016	2016	2016	2017
		ACTUAL	ORIG BUD	REVISED BUD	ACTUAL	PROJECTION				Dept
MAR-OCO OPERATIONS										
53631000	46431									
		\$ (751,743.60)	\$ (698,000.00)	\$ (698,000.00)	\$ (491,312.90)	\$ (725,000.00)				\$ (698,000.00)
53631000	47341									
		\$ (359,881.66)	\$ (347,000.00)	\$ (347,000.00)	\$ (189,229.88)	\$ (350,000.00)				\$ (347,000.00)
		\$ (1,111,625.26)	\$ (1,045,000.00)	\$ (1,045,000.00)	\$ (680,542.78)	\$ (1,075,000.00)				\$ (1,045,000.00)
53631000	50111									
		\$ 80,818.89	\$ 77,974.00	\$ 77,974.00	\$ 51,473.73	\$ 77,974.00				\$ 85,186.00
53631000	50112									
		\$ 4,551.20	\$ 10,000.00	\$ 10,000.00	\$ 2,556.31	\$ 3,000.00				\$ 4,500.00
53631000	50114									
		\$ 3,200.93	\$ 4,500.00	\$ 4,500.00	\$ 2,364.74	\$ 4,500.00				\$ 4,500.00
53631000	51133									
		\$ 315.00	\$ 330.00	\$ 330.00	\$ -	\$ 330.00				\$ 423.00
53631000	51151									
		\$ 6,193.65	\$ 7,099.00	\$ 7,099.00	\$ 3,893.61	\$ 6,600.00				\$ 6,540.00
53631000	51152									
		\$ 5,729.60	\$ 5,465.00	\$ 5,465.00	\$ 3,553.34	\$ 5,465.00				\$ 6,126.00
53631000	51153									
		\$ (1,697.28)	\$ 6,868.00	\$ 6,868.00	\$ 4,486.96	\$ 6,868.00				\$ 19,500.00
53631000	51154									
		\$ 50,931.12	\$ 50,361.00	\$ 50,361.00	\$ 34,163.23	\$ 50,361.00				\$ 52,572.00
53631000	51155									
		\$ -	\$ -	\$ -	\$ -	\$ -				\$ 1.00
53631000	51159									
		\$ 1,777.75	\$ 1,857.00	\$ 1,857.00	\$ 862.63	\$ 1,857.00				\$ 1,892.00
53631000	52225									
		\$ 1,738.91	\$ 1,500.00	\$ 1,500.00	\$ 639.87	\$ 1,500.00				\$ 1,500.00
53631000	52229									
		\$ 4,489.11	\$ 5,000.00	\$ 5,000.00	\$ 2,624.49	\$ 5,000.00				\$ 5,000.00
53631000	52291									
		\$ 401,749.73	\$ 430,000.00	\$ 430,000.00	\$ 319,974.51	\$ 430,000.00				\$ 435,000.00
53631000	52410									
		\$ 249.10	\$ 300.00	\$ 300.00	\$ 483.84	\$ 300.00				\$ 500.00
53631000	52424									
		\$ 300.00	\$ 200.00	\$ 200.00	\$ 115.00	\$ 200.00				\$ 300.00
53631000	52446									
		\$ 179.30	\$ 200.00	\$ 200.00	\$ -	\$ 200.00				\$ 200.00
53631000	52458									
		\$ 31,899.10	\$ 45,000.00	\$ 45,000.00	\$ 15,063.37	\$ 45,000.00				\$ 35,000.00
53631000	52467									
		\$ 883.54	\$ 1,000.00	\$ 1,000.00	\$ 426.54	\$ 1,000.00				\$ 1,000.00
53631000	52468									
		\$ 37,407.41	\$ 30,000.00	\$ 30,000.00	\$ 33,025.67	\$ 40,000.00				\$ 30,000.00
53631000	52469									
		\$ 8,144.72	\$ 5,000.00	\$ 5,000.00	\$ 5,540.39	\$ 5,000.00				\$ 10,000.00
53631000	52499									
		\$ 1,248.70	\$ 7,700.00	\$ 7,700.00	\$ -	\$ 7,700.00				\$ 7,700.00
53631000	52541									
		\$ 206,210.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 206,000.00				\$ 207,000.00
53631000	52542									
		\$ 207,913.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ 207,000.00				\$ 208,000.00
53631000	52980									
		\$ 5,369.63	\$ 5,000.00	\$ 5,000.00	\$ -	\$ 5,000.00				\$ 5,000.00
		\$ 1,059,603.11	\$ 1,095,354.00	\$ 1,095,354.00	\$ 481,248.23	\$ 1,110,855.00				\$ 1,127,440.00
		\$ (1,122,403.05)	\$ (1,050,000.00)	\$ (1,050,000.00)	\$ (683,889.25)	\$ (1,080,000.00)				\$ (1,050,000.00)
		\$ 1,142,747.20	\$ 1,176,818.00	\$ 1,176,818.00	\$ 531,887.74	\$ 1,192,319.00				\$ 1,210,625.00
		\$ 20,344.15	\$ 126,818.00	\$ 126,818.00	\$ (152,001.51)	\$ 112,319.00				\$ 160,625.00
Mar-Oco budgeted for replacement of Landfill Loader in 2016, if not replaced in 2016, it may be replaced in 2017.										
Estimated cost \$200,000 - Mar-Oco will use unrestricted cash to fund purchase.										

RESOLUTION # 100 - 16

TO: The Honorable Chairperson and Members of the Oconto County Board of Supervisors

RE: APPROVAL OF NATURAL GAS AGREEMENT

WHEREAS, natural gas can be purchased through the local utility or an authorized retail gas supplier, such as Constellation and New Energy – Gas Division, LLC (CNEC), and

WHEREAS, local businesses and governmental entities have done business for years with Constellation, resulting in cost savings; and

WHEREAS, it is estimated Oconto County can save approximately \$3,000 a year by going through CNEC instead of the local utility; and

WHEREAS, the Public Property Committee, along with the Corporation Counsel and staff have reviewed this proposal and agreement and are recommending approval.

THEREFORE, BE IT RESOLVED that the Oconto County Board of Supervisors hereby approve the agreement with CNEC for natural gas service.

Submitted this 22nd day of September, 2016

BY: Public Property Committee

Bill Grady
Jim Lacourciere
Robert Reinhart
Doug McMahon
Karl Ballestad

Reviewed by Corporation Counsel:

Adopted by Vote:

Cam

09.14.2016

Ayes: _____ Nays: _____ Absent: _____

Initials of
Corp. Counsel

Date
Reviewed

MASTER RETAIL NATURAL GAS SUPPLY AGREEMENT

This Master Retail Natural Gas Supply Agreement ("**Master Agreement**") is entered into as of September 22, 2016 ("**Effective Date**") by and between Oconto County ("**Customer**") and Constellation NewEnergy – Gas Division, LLC ("**CNEG**"). CNEG and Customer are sometimes referred to individually as a "**Party**" and collectively as the "**Parties**."

This Master Agreement sets forth the general terms and conditions governing transactions for the purchase and sale of natural gas and related products and services (each a "**Transaction**") to one or more of Customer's accounts or facilities (each a "**Facility**") as agreed to from time to time. Each Transaction may be evidenced by a transaction confirmation (each a "**TC**"). The Parties may further agree to implement certain strategies or related services, the specifics of which will be set forth in a rider executed by the Parties (each a "**Rider**"). Each TC and Rider shall constitute part of and shall be subject to this Master Agreement. This Master Agreement and each TC and Rider shall constitute a single integrated agreement between the Parties (collectively referred to as the "**Agreement**"). In the event of a conflict between (i) a TC, (ii) a Rider, (iii) the terms and conditions of this Master Agreement, and (iv) any oral agreement of the Parties as to a Transaction, the terms shall govern in the priority listed in this sentence.

The Parties intend that they are legally bound by the terms of each Transaction from the moment each Party agrees to those terms, whether (i) via electronic transmission, (ii) written record, or (iii) orally. Nothing in this Agreement obligates either Party to enter into a Transaction at any time. Any applicable requirement that a Transaction be "in writing" and "signed" shall be deemed to have been satisfied by this Master Agreement, by the Parties' signatures below and their express agreement to these procedures. CNEG shall have the exclusive right to confirm any Transaction by sending Customer a written TC, substantially in the form attached hereto as Exhibit A or otherwise, by facsimile, e-mail or other means. Notwithstanding any provision to the contrary in this Master Agreement, failure to send a TC shall not invalidate a Transaction agreed to by the Parties. If CNEG sends a TC and Customer fails to object in writing to any term in the TC within five (5) Business Days, the TC shall constitute the definitive written expression of the Transaction. "**Business Day**" means any day except a Saturday, Sunday, or a Federal Reserve Bank holiday and shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time.

1. CNEG and Customer Obligations.

Natural Gas Supply. CNEG shall sell and supply, and Customer shall purchase and receive, the Contract Quantity for each Facility identified in a TC or Rider. "**Contract Quantity**" means the quantity of gas to be delivered and received pursuant to a TC. Such deliveries and receipts of natural gas shall be on a Firm, Secondary Firm or Interruptible basis, or otherwise as described in a TC. "**Firm**" means deliveries and receipts may not be interrupted without liability except for reasons of Force Majeure. "**Secondary Firm**" means deliveries and receipts will be on a best-efforts basis up to Customer's maximum daily quantity and performance may be interrupted without liability to the extent that one or more of the following conditions are present: (i) Force Majeure; (ii) curtailment by the local distribution company owning and/or controlling and maintaining the distribution system required for delivery of gas to the Facility(ies) (the "**Utility**"); (iii) curtailment of supply by a natural gas supplier; (iv) curtailment of storage by a storage provider; (v) curtailment of transportation by a gas gathering or pipeline company, or Utility (each a "**Transporter**"), transporting gas for CNEG or Customer downstream or upstream of the Delivery Point(s), including, but not limited to, transportation between secondary firm points; (vi) recall of transportation capacity release by its releaser; or (vii) curtailment of gas production behind a specific meter. "**Interruptible**" means deliveries and receipts may be interrupted at any time for any reason except for Customer's obligation to take and pay for gas it nominates and CNEG's obligation to honor the price set forth in the TC. The terms of any Transaction between CNEG and Customer shall be as set forth on the applicable TC, but CNEG will procure gas from its suppliers on terms CNEG deems appropriate. CNEG holds title to the gas and has the sole responsibility to deliver, or cause to be delivered, the natural gas to the applicable Delivery Point. Title shall pass to Customer at the Delivery Point and Customer shall have the sole responsibility for transporting the gas from the Delivery Point. "**Delivery Point**" means the city gate interconnection between the Utility and the upstream Transporter or such other delivery point(s) as are agreed in a TC. However, to the extent that Customer owned transportation capacity is used to deliver natural gas to the Customer, the Delivery Point shall be the receipt point of such capacity.

Failure to Deliver or Receive. The sole and exclusive remedy of the Parties in the event of a breach of an obligation to deliver or receive gas shall be the following: (a) If CNEG fails to deliver gas (other than Interruptible) for a reason other than Customer's breach, CNEG shall pay Customer the "**Replacement Cost**," which is the amount Customer actually pays to replace the undelivered Contract Quantity less the amount Customer would have paid under this Agreement for such Contract Quantity. (b) If Customer fails to receive gas (other than Interruptible) for a reason other than CNEG's breach, Customer shall pay CNEG the "**Revenue Loss**," which is the amount that CNEG would have received for the sale of the unreceived Contract Quantity pursuant to this Agreement less (i) the amount actually received by CNEG in an alternate sale, plus any incremental costs, or (ii) if no alternate sale takes place, the amount CNEG would have received by reselling such Contract Quantity at spot market prices at or near the Delivery Point(s), as determined by CNEG in a commercially reasonable manner. CNEG and Customer shall exercise commercially reasonable efforts to mitigate any Revenue Loss or Replacement Cost, respectively. If the calculation of the Replacement Cost or Revenue Loss results in a negative number, then the amount shall be deemed to equal zero.

Nominations. The Parties shall coordinate nomination activities, giving sufficient time to meet the deadlines of the affected Transporter(s). If Customer or the Utility fails to provide CNEG with a usage nomination for any month in a timely manner, CNEG (i) may establish a nomination for such month in a commercially reasonable manner based on Customer's historical usage data available to CNEG, and (ii) shall have the right to use and rely on such nomination unless notified otherwise by Customer or the Utility. If a Party becomes aware that actual deliveries are greater or lesser than the quantity of gas confirmed by a Transporter for movement, transportation or management, the Party shall promptly notify the other Party. Usage nominations may be made orally, in writing, by facsimile or by electronic means.

Imbalances. The Parties shall use commercially reasonable efforts to avoid imposition of any fees, penalties, cash-outs, costs or charges (in cash or in kind) assessed by a Transporter for failure to satisfy balancing and/or nomination requirements ("**Imbalance Charges**"). If either Party receives an invoice from a Transporter that includes Imbalance Charges, the Parties shall determine the validity and cause of such Imbalance Charges. The Party causing the imposition of the Imbalance Charges will be responsible to pay such Imbalance Charges.

Transporter Restrictions. If either Party receives an operational flow order or any other usage or operating instructions, restrictions or similar notice (each an "**OFO**") from a Transporter requiring action to be taken in connection with the flow and/or consumption of gas covered by this Agreement, such party will use commercially reasonable efforts to notify the other party of such event in a timely manner. Such notice may be given by electronic means. Each Party will take all commercially reasonable actions required by the OFO within the time prescribed. If OFO penalties, charges, fees, costs or expenses result from the actions or inactions of one Party, then such Party shall be solely responsible for any such penalties, charges, fees, costs or expenses. Both parties agree that OFOs may require one or both parties to

buy or sell gas quantities in the then-current market conditions, which may be appreciably higher or lower than the original pricing. If CNEG is responsible for nominations and balancing on a Transporter imposing an OFO or similar restriction, CNEG may (but is not required to) increase or decrease nominations, as appropriate, to avoid penalties.

2. **Term of Master Agreement.** The term of this Master Agreement will commence on the Effective Date and, unless terminated earlier as provided in this Master Agreement, will continue until terminated by either Party upon thirty (30) days prior written notice to the other Party; provided any TC or Rider will continue to be governed by this Master Agreement until the TC or Rider has been separately terminated or expired.

Term of TC. Each TC or Rider shall set forth the applicable "Delivery Period" or term during which deliveries of natural gas are to be made and/or services are to be provided. CNEG shall not be liable for any failure to enroll or drop a Facility by any applicable start and end date(s) set forth in the TC or Rider due to circumstances beyond its control.

3. **Information and Authorization.** Customer hereby authorizes CNEG to take such actions CNEG deems necessary to enroll each Facility with the Utility and to be served by CNEG and to otherwise meet CNEG's obligations under the Agreement, including executing on Customer's behalf any documents necessary to effectuate any Facility enrollment or election, undertaking the management of any storage or transportation capacity allocated to Customer by the Utility or other transporters, disposing of storage balances, adding or deleting Facility(ies) as necessary, receiving usage nominations from the Utility relating to Customer's natural gas requirements, and other similar documents. Customer's signature on this Master Agreement constitutes Customer's written authorization for CNEG to obtain from time to time from the applicable Utility all current and historical natural gas billing, usage data and other related information. Customer shall take any actions, execute any documents and shall provide to CNEG any information as CNEG may reasonably require.

4. **Billing and Payment.**

Billing. Customer will be billed for natural gas usage and related products and services supplied under the Agreement in one of the following ways based on availability and eligibility of each Facility, which may change from time to time: (a) Dual Billing: Customer will receive two invoices, one from CNEG for the natural gas supply and one from the Utility for the amounts payable by Customer for services provided by the Utility ("Delivery Charges"); (b) CNEG Consolidated Billing: Customer will receive one invoice from CNEG that includes both the natural gas supply charges and the Delivery Charges. In the case of CNEG Consolidated Billing, Customer agrees that (i) Customer remains exclusively liable to the Utility for all Delivery Charges, (ii) CNEG has no obligation to review Delivery Charges for accuracy, (iii) should Customer dispute Delivery Charges, that is a matter for Customer and the Utility to resolve without any involvement or obligation on the part of CNEG, and (iv) CNEG may withhold any payments due to the Utility if Customer fails to pay CNEG invoices in accordance with this Master Agreement.

Taxes. Customer shall pay all federal, state, municipal and local taxes, duties, fees, levies, premiums or other charges imposed by any governmental authority, directly or indirectly, on or with respect to the natural gas and related products and services provided under the Agreement, including without limitation any production, severance or ad valorem taxes, and including any taxes enacted after the Effective Date (collectively, "Taxes"). The term "Taxes" shall include any amounts imposed on Customer directly or on CNEG in its function as Customer's supplier, and that are associated with the supply of gas to Customer (in which case the Customer shall be responsible to reimburse CNEG for such amounts). If Customer is exempt from any Taxes, Customer shall provide CNEG with any state and/or local exemption certificate prior to the issue date of Customer's first invoice. All Taxes invoiced to Customer under this Agreement will be included on the invoice or in the applicable fixed price as allowed by Law.

Estimates. CNEG's ability to invoice Customer is dependent on the Transporter's ability to furnish CNEG with all necessary information, including Customer's metered usage. When there is a delay in receiving information from the Transporter, CNEG will, to the extent necessary, estimate charges and credits for a billing period and reconcile such estimates against actual charges and credits in a future invoice(s). Each invoice is also subject to adjustment for errors in arithmetic, computation, meter readings or other errors. Interest shall not accrue on such adjustments.

Payment. All amounts set forth in an invoice are payable to the Party issuing the invoice and will include, in addition to the natural gas supply charges, Delivery Charges, and Taxes, all other amounts related to the purchase and delivery of natural gas. CNEG's invoices will be sent to Customer in accordance with CNEG's normal billing cycle, as adjusted from time to time. CNEG's invoices are due and payable on the thirtieth (30th) day after the date of invoice or such other date as set forth in a Rider (the "Payment Date") without offset or reduction of any kind, to the address set forth on the invoice. Invoices not paid on or before the Payment Date will accrue interest daily on outstanding amounts from the Payment Date until paid in full, at the lesser of 1.5% per month or the highest rate permitted by law.

Pricing Structures. "Contract Price" means the price for gas as set forth in the applicable TC or Rider. To the extent (a) there are beginning of the month nominated volumes where the price is not fixed, (b) a Facility requires additional natural gas quantities in excess of the nominated or fixed quantities set forth in a TC or Rider, or (c) a Facility continues to receive natural gas from CNEG beyond the Delivery Period (where such deliveries will be considered month to month), all such natural gas will be priced at Market Price unless otherwise set forth in a TC or Rider. "Market Price" means a price comprised of (i) the spot commodity cost of gas as determined by CNEG in its reasonable discretion, (ii) all related interstate and intrastate pipeline charges required to deliver gas to the Delivery Point, and (iii) a reasonable market based margin. Market Price does not include any applicable Utility charges, including but not limited to Utility or pipeline balancing charges, unless otherwise agreed upon.

Market Disruption. If the Contract Price is based in whole or in part upon a specified index and a Market Disruption Event occurs on a day on which the relevant source published or was to publish the relevant price, then the Parties shall negotiate in good faith to agree on an alternative method of determining the Contract Price. A "Market Disruption Event" is any one of the following: (a) failure of the specified index to announce or publish information necessary for determining the Contract Price; (b) the failure of trading to commence or the permanent discontinuation or material suspension of trading in the relevant options contract or commodity on the exchange or market acting as the specified index; (c) the temporary or permanent discontinuance or unavailability of the index; (d) the temporary or permanent closing of any exchange acting as the specified index; or (e) a material change in the formula for or the method of determining the relevant price component.

Price Locks. Unless otherwise set forth in a TC or a Rider, Customer can request to lock in the commodity price for any month(s) at any time during the Delivery Period, prior to 12:00 p.m. EST/EDT on the final day of NYMEX last day settlement for each applicable delivery month. Commodity purchase/sale prices exclude pipeline and Utility distribution charges. Customer also has the right to lock basis at a fixed price and at predetermined volumes. Basis includes interstate and intrastate pipeline transportation but does not include the commodity cost or the Delivery Charges.

5. **Adequate Assurance.** If CNEG has reasonable grounds: (i) to believe that Customer's creditworthiness has become unsatisfactory; or (ii) for insecurity with respect to Customer's performance under the Agreement, CNEG may demand, in writing, adequate assurance of future performance from Customer in a form, in an amount, from an issuer, and for a term, all as reasonably satisfactory to CNEG ("Adequate Assurance"). To satisfy a demand, Customer shall provide Adequate Assurance to CNEG within three (3) Business Days of the date of the written demand. If at any time CNEG requires Customer to prepay for gas, then (i) CNEG shall be under no obligation to deliver gas if Customer fails to pay any prepayment by its due date, and (ii) in the event the aggregate cost of any quantities of gas required by Customer in a month in excess of the scheduled nominated quantities exceeds \$15,000.00, Customer shall pay CNEG the aggregate cost of such quantities within three (3) Business Days of CNEG's request for payment.
6. **Event of Default.** An "Event of Default" means any one of the following: (a) Customer's failure to make, when due, any payment required under the Agreement if not paid within five (5) Business Days (or such longer period required by applicable law) following written notice to Customer that a payment is past due; (b) any representation or warranty made by a Party in the Agreement is false or misleading in any material respect when made or ceases to remain true in all material respects during the term of the Agreement, if not cured within five (5) Business Days after written notice from the other Party; (c) Customer fails to provide the Adequate Assurance as provided in this Agreement; (d) the failure by a Party to perform any material obligation set forth in this Agreement (other than the events that are otherwise specifically covered as a separate Event of Default hereunder or a failure to deliver or receive gas) which is not cured within five (5) Business Days after receipt of written notice thereof; or (e) a Party: (i) makes an assignment or any general arrangement for the benefit of creditors; (ii) has a liquidator, administrator, receiver, trustee, conservator or similar official appointed for it or any substantial portion of its property or assets (iii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause of action under any bankruptcy, insolvency, reorganization or similar law for the protection of creditors, or has such petition filed against it; (iv) otherwise becomes bankrupt or insolvent (however evidenced); (v) is unable to pay its debts as they fall due; or (vi) is dissolved (other than pursuant to a consolidation, amalgamation or merger).
7. **Remedies Upon Event of Default.** If an Event of Default occurs with respect to a Party (the "Defaulting Party"), the other Party (the "Non-Defaulting Party") may, in its discretion, at any time, (i) withhold any payments or suspend any deliveries hereunder and/or (ii) terminate the Agreement in whole or solely with respect to those Facility(ies) adversely affected by such Event of Default, upon written notice to the Defaulting Party setting forth the effective date of termination (the "Early Termination Date"). The Early Termination Date for any Facility located in New Jersey shall be no less than thirty (30) calendar days from the date of written notice of termination. Further, if Customer is the Defaulting Party, then CNEG may, without waiving any rights or remedies it may have, to the extent applicable, remove Customer from CNEG's managed balancing and/or storage pools and/or apply any storage balance at prevailing market prices as an offset against the amount owed to CNEG by Customer. If this Agreement is terminated, the Non-Defaulting Party will in good faith calculate a termination payment as set forth below and the owing Party shall pay such amount within three (3) Business Days of receipt of notice of the amount due. The Parties acknowledge and agree that any termination payment under the Agreement constitutes a reasonable approximation of harm or loss, and is not a penalty or punitive in any respect. The remedies under this Section 7 are the sole and exclusive remedies of the Non-Defaulting Party with respect to the occurrence of any Event of Default.

As of the Early Termination Date, the Non-Defaulting Party shall determine: (i) the difference between the Contract Value and the Market Value, such that the difference shall be due to the Customer if the Market Value exceeds the Contract Value and to CNEG if the opposite is the case; (ii) the Non-Defaulting Party's Costs; and (iii) the amount owed (whether or not then due) by each Party with respect to all gas delivered and received. The Non-Defaulting Party shall net or aggregate, as appropriate, any and all amounts owing between the Parties under this Section, so that all such amounts are netted or aggregated to a single liquidated amount payable by one Party to the other.

"Costs" means, with respect to the Non-Defaulting Party, brokerage fees, commissions and other similar transaction costs and expenses reasonably incurred by such Party as a result of the Event of Default. The "Contract Value" shall be the Contract Price multiplied by the amount of gas, as determined by the Non-Defaulting Party, that would have been delivered under each terminated Rider or TC, had it not been terminated early (the "Terminated Volumes"). The "Market Value" shall be the amount, as of the Early Termination Date, a third party would pay for the Terminated Volumes at the Delivery Point(s) at current market prices. The Non-Defaulting Party may determine the Market Value of a terminated transaction by reference to information either available to it internally or supplied by one or more third parties including, without limitation, any or all of the settlement prices of NYMEX gas futures contracts, quotations from leading dealers, energy swap agreements or physical gas trading markets, similar sales or purchases, and any other bona fide offers from either third parties or affiliates of the Party, all as commercially available to the Party and adjusted for the length of the term and differences in transportation costs and other factors, as the Party reasonably determines. The Non-Defaulting Party shall not be required to enter into a replacement transaction in order to determine or be entitled to a termination payment.

8. **Change in Law.** CNEG may pass through or allocate, as the case may be, to Customer any increase or decrease in CNEG's costs related to the natural gas and related products and services sold to Customer that results from the implementation of new, or changes (including changes to transportation rates) to existing, Laws, or other requirements or changes in administration or interpretation of Laws or other requirements. "Law" means any law, rule, regulation, ordinance, statute, judicial decision, administrative order, Transporter business practices or protocol, Transporter tariff, or rule of any commission or agency with jurisdiction in the state in which the Facility(ies) is located. Such adjusted amounts will be included in subsequent invoices to Customer.
9. **Representations and Warranties.** Each Party warrants and represents to the other (now and deemed repeated by each Party on each date on which a TC or Rider is executed or deemed accepted) that: (i) it is duly organized, validly operating and in good standing under the laws of the jurisdiction of its formation; (ii) it is authorized and qualified to do business in the jurisdictions necessary to perform under the Agreement; (iii) execution, delivery and performance of the Agreement are duly authorized and do not violate any governing documents or any of its contracts or any applicable Law; (iv) there is no material event(s) or agreement(s) which would impair that Party's right, authority or ability to execute the Agreement and otherwise perform under the Agreement; and (v) it has the knowledge and experience to evaluate the merits and risks associated with the Agreement.

Furthermore, Customer warrants, represents and covenants that: (i) the data given and representations made concerning its Facility(ies) are true and correct; (ii) it is entering into this Agreement to purchase its natural gas requirements only and not for speculative or resale purposes; and that the natural gas purchased under this Agreement will be consumed at the Facility(ies); (iii) it is the party of record of the Facility(ies), or if it is not the party of record, it has the authority to enter into and bind its principal to the Agreement; (iv) if any Transaction hereunder gives Customer the right to adjust the Contract Quantity, or to require CNEG to provide some other quantity of gas, Customer's election to exercise such right is based predominantly on supply and demand factors related to Customer's business; and (v) if Customer is a Governmental Entity, it will not claim immunity on grounds of sovereignty or similar grounds from enforcement of the Agreement. If it is a Governmental Entity, Customer covenants to obtain all necessary budgetary approvals, appropriations and funding for all of its obligations

under this Agreement, the failure of which shall not be an excuse for Governmental Entity's performance or failure to perform hereunder and upon request will provide proof of such authority. "Governmental Entity" means a municipality, county, governmental board, governmental department, commission, agency, bureau, administrative body, joint action agency, court or other similar political subdivision (including public school districts or special purpose district or authority), or public entity or instrumentality of the United States or one state.

10. **Force Majeure.** Notwithstanding any other provision of this Agreement, where a Party is unable to carry out any obligation under the Agreement due to a Force Majeure event (other than a payment obligation, which will not be excused for Force Majeure), the Agreement will remain in effect but such obligation will be suspended for the period necessary as a result of the Force Majeure, provided that: (i) the Claiming Party gives the other Party, as soon as possible, written notice describing the particulars of the Force Majeure; (ii) the suspension of performance is of no greater scope and of no longer duration than is required by the Force Majeure; and (iii) the Claiming Party uses commercially reasonable efforts to remedy its inability to perform. "Force Majeure" means an event that is not within the reasonable control of the Party claiming Force Majeure ("Claiming Party"), and that by the exercise of due diligence, the Claiming Party is unable to overcome the event in a commercially reasonable manner, and such event will not be deemed a breach or default under the Agreement. Force Majeure includes, but is not limited to, acts of God; fire; war; terrorism; flood; earthquake; civil disturbance; sabotage; facility failure; strike; curtailment, disruption or interruption of supply by a supplier or distribution or transportation by a Transporter (including without limitation as the result of an OFO); declaration of emergency by a Transporter(s); regulatory, administrative, or legislative action, or action or restraint by court order or governmental authority; or any act or omission of a third party not under the control of the Claiming Party (including without limitation the Utility).
11. **Indemnification.** Before title passes to Customer at the Delivery Point CNEG shall, and after title passes at the Delivery Point Customer shall, defend, indemnify and hold harmless the other Party and all its affiliates, and all of their respective officers, directors, shareholders, associates, employees, agents, representatives, successors and assigns, from and against all claims, losses, expenses (including reasonable attorneys' fees and court costs), damages, demands, judgments, causes of action or suits of any kind, including but not limited to, claims for personal injury, death, or property damage, to the extent arising out of or related to this Agreement ("Claims").
12. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANY OTHER PROVISION OF THE AGREEMENT TO THE CONTRARY, THE ENTIRE LIABILITY OF EACH PARTY FOR ANY AND ALL CLAIMS WILL BE LIMITED TO DIRECT ACTUAL DAMAGES ONLY, SUBJECT IN ALL CASES TO AN AFFIRMATIVE OBLIGATION ON THE PART OF EACH PARTY TO MITIGATE ITS DAMAGES, AND NEITHER PARTY WILL BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, LOST OPPORTUNITIES OR LOST PROFITS NOT CONTEMPLATED BY THE TERMINATION CALCULATION IN SECTION 7 ABOVE. Customer acknowledges and agrees that the Utility is exclusively responsible for the gas distribution and delivery system, that CNEG has no independent control over the Utility's systems and will have no liability for any of the Utility's acts or omissions.
13. **DISCLAIMER.** CUSTOMER ACKNOWLEDGES AND AGREES THAT NO WARRANTY, DUTY, OR REMEDY, WHETHER EXPRESSED, IMPLIED, OR STATUTORY, IS GIVEN OR INTENDED TO ARISE OUT OF THIS AGREEMENT EXCEPT AS OTHERWISE EXPRESSLY STATED HEREIN, AND CNEG SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.
14. **Waiver and Severability.** Failure to provide notice of, or object to, any default under this Agreement will not operate or be construed as a waiver of any future default, whether like or different in character. If any portion of this Agreement, or application thereof to any person or circumstance, is held legally invalid, the remainder will not be affected and will be valid and enforced to the fullest extent permitted by law and equity, and there will be deemed substituted for the invalid provisions such provisions as will most nearly carry out the mutual intent of the Parties as expressed in this Agreement to the fullest extent permitted by applicable Law; provided, however, that this severability provision will not be applicable if any provision of Sections 6 and 7 of this Master Agreement (or any definition or provision in this Agreement to the extent it relates to, or is used in connection with, such sections) is held invalid or unenforceable.
15. **Assignment.** Customer may assign all its rights and obligations under this Agreement; *provided* (a) it gives CNEG forty-five (45) days prior written notice of its intent to do so; (b) the assignee satisfies in full CNEG's credit requirements; (c) the assignee assumes in writing all of Customer's obligations under the Agreement; and (d) Customer continues to be liable for performance, including payment for goods and services received, prior to the assignment date. CNEG may assign, sell, pledge, transfer, or encumber any of its rights and obligations under this Agreement or the accounts, revenues, or proceeds hereof to: (a) a bank, insurer or other financial institution; or (b) any person or entity (i) succeeding to all or substantially all of CNEG's assets or business or the division or region of CNEG to which this Agreement relates or (ii) into which CNEG is merged or otherwise combined or reorganized; provided (with respect to this clause (b)) the succeeding entity agrees to be bound to the Agreement; or (c) any affiliate of CNEG.
16. **Confidentiality.** Each Party agrees to keep all terms and provisions of this Agreement and all communication provided in connection with this Agreement, including the pricing offered to Customer, confidential to the extent not otherwise publicly available and not to disclose them to any third parties without the prior written consent of the other Party, except as necessary to perform its obligations under this Agreement or as otherwise required by Law. Each Party may disclose such information to its affiliates and to its affiliates' employees, agents, advisors, and on a need to know basis, to its independent contractors, provided each such recipient agrees to hold such information in the strictest confidence. CNEG may disclose information respecting Customer to third parties that are representing Customer in the purchase of gas or related services. Furthermore, CNEG may make such other disclosures to third parties of information, including aggregate consumption data, provided they are in a manner that cannot be reasonably expected to specifically identify Customer. If disclosure of confidential information is sought through a court, or a state or federal regulatory agency or other legal compulsion, the Party receiving such request will notify the other Party immediately to afford it the opportunity to oppose such disclosure via a protective order or other relief as may be available and will provide reasonable support.
17. **Choice of Law, Venue, Attorney Fees and Expenses.** This Agreement will be governed and interpreted in accordance with the laws of the State of Wisconsin, without giving effect to conflict of law principles. TO THE EXTENT ALLOWED BY APPLICABLE LAW, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY OR TO INITIATE OR BECOME A PARTY TO ANY CLASS ACTION CLAIMS IN RESPECT OF ANY ACTION, SUIT OR PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED BY THIS AGREEMENT. If either Party pursues court action to enforce its rights under this Agreement, the non-prevailing Party shall promptly reimburse the prevailing Party for all its reasonable attorney fees, expenses and costs.
18. **Miscellaneous.** The Agreement embodies the Parties' entire agreement and understanding and may not be contradicted by any prior or contemporaneous oral or written agreement. Notwithstanding any provision to the contrary in a prior agreement, the Parties agree that this Master Agreement shall supersede and replace all prior written and oral agreements or arrangements between the Parties with respect to

the purchase and sale of gas and related services and that all transactions under any such prior agreement(s) are, as of the Effective Date, now governed solely by the terms of this Master Agreement and shall be Transactions hereunder and a part of the single integrated agreement between the Parties. A facsimile or e-mailed copy of either Party's signature will be considered an original for all purposes under this Agreement, and each Party will provide its original signature upon request. No purchase order, or any amendment or edit to this Agreement, will be valid or given any effect unless signed by both Parties or expressly contained in a TC deemed accepted pursuant to the procedures set forth herein. The applicable provisions of this Agreement will continue in effect after termination or expiration hereof to the extent necessary, including but not limited to providing for final billing, billing adjustments and payments, limitations of liability, the forum and manner of dispute resolution, and with respect to any indemnification obligations under the Agreement. The section headings used in this Master Agreement are for reference purposes only and will in no way affect the meaning of the provisions of the Master Agreement. The Parties acknowledge that any document generated by the Parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and such imaged documents may be introduced as evidence in any proceeding as if such were original business records and neither Party shall contest their admissibility as evidence in any proceeding. The rights, powers, remedies and privileges provided in this Agreement are cumulative and not exclusive of any rights, powers, remedies and privileges provided by Law. CNEG shall have the right to set-off and net against any amounts owed to it under the Agreement, including without limitation any early termination payment, any amounts owed by CNEG to Customer under the Agreement or any other agreement between the Parties, including without limitation any Adequate Assurance. Except for Section 11 above, no third party will have any rights under this Agreement whatsoever and Customer will be fully responsible for any compensation owing any third party representing Customer in connection with this Agreement and will indemnify, defend and hold harmless CNEG from all related Claims. To the extent Customer is represented by a broker, agent, association or other third party (collectively, "Broker"), Customer acknowledges and understands that: (i) CNEG may be making a payment to Broker in connection with Broker's efforts to facilitate Customer and CNEG entering into a Transaction; (ii) unless otherwise noted, the Contract Price reflects the fee, if any, paid to Broker, and (iii) Broker is acting on Customer's behalf as Customer's representative and is not a representative or agent of CNEG. Customer further authorizes CNEG to utilize Customer's name for publicity and marketing purposes.

- 19. Affirmation; Acknowledgements.** Customer affirms that it has read this Agreement in its entirety and it agrees to the terms and conditions contained herein. Any ambiguity or question of intent or interpretation under this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any of the provisions of this Agreement. The Parties acknowledge and agree that: (i) CNEG is an independent contractor under this Agreement and except as otherwise explicitly provided in this Agreement, neither Party has the authority to execute documents that purport to bind the other, and nothing in this Agreement will be construed to constitute a joint venture, fiduciary relationship, partnership or other joint undertaking; (ii) TCs and Riders entered into hereunder will constitute "forward contracts" and/or "swap agreements" under the U.S. Bankruptcy Code, as amended, the rights of the Parties under Section 7 above will constitute contractual rights to liquidate them, and the Parties are entities entitled to the rights and protections afforded to "forward contracts" and "swap agreements" by the U.S. Bankruptcy Code; (iii) CNEG is not Customer's consultant or advisor for any purpose including advice regarding the value or advisability of trading in "commodity interests" as defined in the Commodity Exchange Act, 7 U.S.C. §§ 1-25, et seq., as amended (the "CEA"), including futures contracts and commodity options or any other activity which would cause CNEG or any of its affiliates to be considered a commodity trading advisor under the CEA; (iv) each Party is an "eligible contract participant" as that term is defined in the CEA; and (v) Customer is making its own decisions based solely upon its own analysis and the advice of its own advisors, if any.
- 20. Notices.** To be effective, all notices must be in writing delivered by hand, by certified mail return receipt requested, by first class mail, or express carrier to the addresses provided in this Agreement. CNEG shall send invoices and TCs to the notice address provided herein unless otherwise directed by Customer. Notice by hand delivery shall be effective on the date it is delivered. Notice by certified mail, return receipt requested, by first class mail, or express carrier shall be effective on the date that mail is delivered or its delivery is attempted. A Party may change its address by providing notice of change in accordance herewith or by other means agreed by the Parties.

CNEG Notice Information

9960 Corporate Campus Drive, Suite 2000
 Louisville, KY 40223
 Phone: (502) 426-4500
 Facsimile: (502) 214-6381

Customer Notice Information

Legal Notice Information

Attention: Kevin Hamann	Title: Administrative Coordinator
Address: 300 Washington St., Oconto, WI 54153-1621	
Phone: (920) 834-6811	Facsimile: (920) 834-6401
Email: _____	

For Invoices (if different from Notice Information)

Attention:	Title:
Address:	
Phone:	Facsimile:
Email:	

For Transaction Confirmations (if different from Notice Information)

Attention:	Title:
Address:	
Phone:	Facsimile:
Email:	

{SIGNATURES FOLLOW ON NEXT PAGE}

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign Name: _____

Name: _____

Title: _____

NOTE: Customer may execute this document by using either of the signature methods provided below. Only one method is required.

Method 1:

Use this method if customer wants to (a) print the document, provide a traditional wet signature, and then scan or fax the document back to CNEG for counter-signature; or (b) provide a stylus/finger signature, name and title using a smart device and its native functionality or a third-party app (e.g., Adobe Fill & Sign, SignEasy, etc.), and then email the document back to CNEG for counter-signature.

CUSTOMER

Sign Name: _____

Type Name: _____

Type Title: _____

Method 2:

Use this method if customer wants to check an "Agree" box, type in the signatory's name and title, and click a "Submit" button to email the document to CNEG for counter-signature. **NOTE:** If you are unable to view the fillable boxes and "Submit" button below on your particular device/computer, try another device/computer or use Method 1 above.

CUSTOMER

Check Box to Agree to Terms and Conditions:

Type Name of Signatory: _____

Type Title of Signatory: _____

Click "Submit" to Tender to CNEG for Counter-Signature:

EXHIBIT A – FORM OF TRANSACTION CONFIRMATION*

**The actual Transaction Confirmation entered into between Customer and CNEG may differ from this form to reflect state regulatory and other local requirements and terms applicable to the Facility. This Form of Transaction Confirmation is for illustrative purposes only and CNEG reserves the right to alter its form of Transaction Confirmation at any time.*

This Transaction Confirmation is delivered pursuant to and in accordance with a Master Retail Natural Gas Supply Agreement effective _____, 20__ (the "Master Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and _____ ("Customer"), and is subject to and made part of the terms and conditions of such Master Agreement. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Agreement.

Trade Date:

Buyer:

Seller:

Facility Name:

Delivery Period:

Nature of Parties' Obligation:

Deal Type:

Contract Quantity/Price:

Month/Yr	Contract Quantity (in MMBtu)	Contract Price

*US\$ Rounded to four decimal places
Plus applicable taxes*

Incremental Pricing:

Delivery Point(s):

Utility:

Default Service: To the extent a Facility continues to receive gas from CNEG beyond the Delivery Period, all such gas will be considered month to month purchases and will be priced at the Market Price.

Special Provisions:

This Transaction Confirmation documents an agreement previously reached by authorized representatives of the Parties. Unless disputed by Customer in writing within two (2) business days of Constellation's execution date, or such time frame as specified in the Master Agreement, it is binding and shall be deemed accepted.

CONSTELLATION NEWENERGY – GAS DIVISION, LLC

CUSTOMER

By: _____
Name: _____
Title _____
Date: _____

By: SAMPLE _____
Name: NOT FOR EXECUTION _____
Title _____
Date: _____

MANAGED PORTFOLIO SERVICES RIDER WISCONSIN

This Managed Portfolio Services Rider ("Managed Portfolio Rider") is effective November 1, 2017 ("Managed Portfolio Rider Effective Date"), is made a part of that certain natural gas agreement entered into on September 22, 2016 ("Master Natural Gas Agreement"), by and between Constellation NewEnergy – Gas Division, LLC ("CNEG") and Oconto County ("Customer"), and is subject to all of the provisions, terms and conditions of such Master Natural Gas Agreement. The purpose of this Managed Portfolio Rider is to set forth the specific terms and conditions related to the Managed Portfolio Services whereby CNEG will manage the natural gas portfolio for Customer's accounts listed below. Capitalized terms used herein but not defined will have the meanings ascribed to them in the Master Natural Gas Agreement. In the event of a conflict between this Managed Portfolio Rider and the Master Natural Gas Agreement, the terms of this Managed Portfolio Rider shall govern with respect to the services described herein.

1. **SERVICES.** CNEG will provide on an exclusive basis, and Customer will pay for, the Managed Portfolio Services set forth below (collectively, the "Services").

a. Account Management:

i) CNEG shall purchase Customer's natural gas requirements as per the terms of the Master Natural Gas Agreement, this Managed Portfolio Rider and any related Transaction Confirmation(s). Customer shall take all reasonable steps necessary to appoint CNEG as Customer's agent with the utility to receive Customer usage and account information, where applicable, for the following facility location(s):

Facility Location	Utility	Utility Account Number	Pool Election (described in § 1[c])	CNEG Account ID
300 WASHINGTON ST, OCONTO, WI	WPS	0402940263-00002	Gold Standard	RG-203745

ii) CNEG will designate an Account Manager to deliver/provide Managed Portfolio Services. The Account Manager will serve as the Customer's point of contact and manage the relationship between CNEG and the Customer.

iii) Customer will be provided a username and password to access CNEG's secured web-based portal. Account specific information and reports can be viewed and printed. Examples of account specific reports that may be available include: (a) monthly analysis reports, (b) daily usage histories, and (c) monthly usage and peak day analysis. All market based information can also be viewed and printed from the portal. Examples of market based information may include: (a) Weekly Market Summary, (b) Natural Gas Market Update, (c) Natural Gas Futures Update, and (d) historical NYMEX pricing.

iv) Annual energy conferences will be provided covering the latest information on the energy markets, regulatory and legislative changes, and product and service developments.

b. Natural Gas Portfolio Management:

i) CNEG will establish a natural gas portfolio to manage Customer's risk and exposure to natural gas price volatility. The portfolio will be comprised of a combination of the CNEG Pool Gas Price for utility citygate delivered gas and optional fixed price transactions. As used herein, "CNEG Pool Gas Price" is a combination of the spot commodity cost of gas, all related interstate pipeline charges required to deliver gas to the utility city gate, the cost of the Services as described herein, plus a reasonable market based margin. Specific costs included in the CNEG Pool Gas Price will be based on market conditions at the time of delivery and Customer's Reliability Pool election below. The CNEG Pool Gas Price does not include the cost of local distribution or other utility imposed charges which are billed to the Customer by the utility and directly paid by Customer to the utility, unless otherwise agreed upon in writing.

ii) CNEG will manage potential Customer usage imbalances by forecasting usage daily and then adjusting deliveries accordingly based upon the needs of the Customer, the position of CNEG's overall pool of customers behind the applicable city gate ("Pool") and taking into account whether the utility is daily or monthly balanced, or both. Any imbalance costs that are created due to Customer's usage that CNEG was not able to balance in the Pool using commercially reasonable efforts shall be passed through to Customer.

iii) The CNEG Pool Gas Price will apply to Customer's Monthly Delivery Volume nomination. Variations in Customer's usage above or below the Monthly Delivery Volume nomination in any month that cannot be balanced in the Pool by CNEG using commercially reasonable efforts, will be charged or credited to Customer based on then current spot market prices.

c. Customer Pool Election:

Customer will select a reliability level for its purchases from CNEG. CNEG will aggregate Customer's volumes with other customers CNEG is physically serving ("Reliability Pool"). Options for reliability levels are as follows:

Reliability Pool	Description
Platinum 115%	For the period November through March, CNEG will reserve and make available, Primary Firm gas supply in an amount equal to 115% of Customer's average January daily usage ("Daily Platinum 115 Quantity").
Platinum 100%	For the period November through March, CNEG will reserve and make available, Primary Firm gas supply in an amount equal to 100% of Customer's average January daily usage ("Daily Platinum 100 Quantity").
Gold Standard	Gas deliveries to the utility on Customer's behalf will be made using a blend of Primary Firm gas and Secondary Firm Gas supply. The blend of Primary Firm Gas and Secondary Firm gas will be based on Customer's and the Reliability Pool's usages from recent normal temperature winters.
Silver Solution	Gas deliveries to the utility on Customer's behalf will be made using Secondary Firm gas supply.
Bronze Benefit	Gas deliveries to the utility on Customer's behalf will be made using Secondary Firm gas supply and Customer agrees to switch to alternative fuel upon CNEG request for up to 10 days during the period December through March.

For the purposes of this Managed Portfolio Rider, CNEG will not be permitted to suspend Secondary Firm deliveries of gas without liability if such suspension is caused by the recall of transportation capacity released by its releasor.

d. Monthly Delivery Volume Determination:

The "Monthly Delivery Volume" is a specific quantity nominated by Customer for the next delivery month. Customer must make the Monthly Delivery Volume nomination to CNEG by the ninth (9th) to last business day of the month preceding delivery. In the absence of a specific nomination from the Customer, CNEG will establish Customer's Monthly Delivery Volume based on Customer's historical monthly usage and current consumption rates.

2. TERM, TERMINATION. The initial term of this Managed Portfolio Rider will commence upon the Managed Portfolio Rider Effective Date and will continue for a period of twenty-four (24) months thereafter (the "Initial Term"). This Managed Portfolio Rider will be extended and renewed for additional twelve (12) month periods automatically, unless terminated by either party upon sixty (60) days written notice to the other party delivered to each party's respective notice address prior to the annual renewal date. For the avoidance of doubt, Customer acknowledges and agrees that CNEG is performing the Services as an adjunct to the provision of gas under the Master Natural Gas Agreement, and as such if either party has the right to terminate all or a portion of the Master Natural Gas Agreement in regard to the provision of such gas, that shall be a basis to terminate this Managed Portfolio Rider as well. CNEG shall have no obligation to continue to provide Services if CNEG is no longer supplying gas to Customer under the Master Natural Gas Agreement.

3. IMPLEMENTATION OF RECOMMENDATIONS. It is understood and agreed that the Services may include advice and recommendations, but all decisions in connection with the implementation of such advice and recommendations shall be the sole responsibility of, and made by, Customer, and Customer acknowledges that CNEG is not in the business of giving, and does not offer hereunder, legal or tax advice regarding the desirability, suitability, legality or enforceability of any implementation of such advice or recommendations. In connection with its Services hereunder, CNEG shall be entitled to rely on all decisions and approvals of Customer. CNEG is not acting in the capacity of a broker, dealer, seller, fiduciary or investment advisor of securities or commodities of natural gas, electricity or other energy products or resources. Customer acknowledges that the price it may ultimately pay for gas or other energy commodities as a result of Customer's implementation of advice or recommendations provided by CNEG as part of the Services may not be as favorable as the prices Customer otherwise would have paid had it not implemented such advice due to a variety of factors, including unpredicted market fluctuations, unanticipated changes to energy commodity usage patterns and volumes, and/or other uncontrollable or unanticipated causes.

This Managed Portfolio Rider shall not be binding or enforceable against CNEG unless and until signed by an authorized representative of CNEG. This Managed Portfolio Rider may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

* Any report or other communication provided to Customer regarding the Services described hereunder ("Reports") is not to be construed as an offer to sell or a solicitation of an offer to buy electric power, natural gas, coal, fuel oil or any other energy commodity. These Reports are provided to the Customer for informational purposes only and should not be construed as advice regarding the purchase or sale of exchange-traded futures, options contracts or energy commodities. Any such Report is based, in part, upon factual information obtained from sources believed to be reliable, but the accuracy of such information is not guaranteed. Past performance is not necessarily indicative of future results. Furthermore, the forward-looking information and analysis that may be contained in any such Report may be based upon: (a) a number of viable factors and assumptions that are constantly changing and (b) CNEG's subjective judgments and opinions. Such information will be provided as of the date of any such report (with no obligation on CNEG's part to update) and is subject to change. Reliance upon any such information and analysis in such a Report for decisions is at the sole risk of Customer.

(SIGNATURES FOLLOW ON NEXT PAGE)

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS DOCUMENT THROUGH THEIR DULY AUTHORIZED REPRESENTATIVES.

CNEG

Sign Name: _____

Name: _____

Title: _____

NOTE: Customer may execute this document by using either of the signature methods provided below. Only one method is required.

Method 1:

Use this method if customer wants to (a) print the document, provide a traditional wet signature, and then scan or fax the document back to CNEG for counter-signature; or (b) provide a stylus/finger signature, name and title using a smart device and its native functionality or a third-party app (e.g., Adobe Fill & Sign, SignEasy, etc.), and then email the document back to CNEG for counter-signature.

CUSTOMER

Sign Name: _____

Type Name: _____

Type Title: _____

Method 2:

Use this method if customer wants to check an "Agree" box, type in the signatory's name and title, and click a "Submit" button to email the document to CNEG for counter-signature. **NOTE:** If you are unable to view the fillable boxes and "Submit" button below on your particular device/computer, try another device/computer or use Method 1 above.

CUSTOMER

Check Box to Agree to Terms and Conditions:

Type Name of Signatory: _____

Type Title of Signatory: _____

Click "Submit" to Tender to CNEG for Counter-Signature:

REPORT FOR DENIAL

TO: Oconto County Board of Supervisors

RE: Amending the Zoning Map of the Oconto County Zoning Ordinance

WHEREAS, The Planning and Zoning Department has reviewed the Petition for Zoning Amendment application filed by Robert Davis, Town of Mountain and referred to the Planning and Zoning Committee on 8/17/2016, and

WHEREAS, A Public Hearing was held on 08/31/2016, pursuant to, mailed and published notice as provided by law on the following property:

Tax Parcel Number: 029262500521C & 029262500721E
Location: Section 25, T31N, R16E, 12886 State Hwy 32/64
Existing Zoning: Rural Residential & General Commercial District
Proposed Zoning: Park & Recreation District

WHEREAS, the petitioner is requesting to rezone property from Rural Residential & General Commercial District to Park & Recreation District to establish a private campground and

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

1. The parcels contain a tavern, residence, accessory structures and open wooded acreage. The Petitioner proposes a private campground for 25 campsites in association with the tavern establishment.
2. The Oconto County Comprehensive Plan designates the parcel and surrounding parcels for concentrated residential use.
3. Concentrated residential use areas will have uses compatible with large concentrations of housing development or have approved subdivision or development agreements in place. These areas should consider the location and content of the existing environmental features and minimize impacts to them to help ensure their long term sustainability and health.
4. The geographical area presently consists of a mix of residential and commercial use along State Hwy 32/64 with Nicolet National Forest Lands east of property and a small subdivision to the south.
5. Town of Mountain recommended to approve the petition at the 7/12/2016 Town Board meeting but provided no reference in their town plan supporting the zoning change.
6. The Oconto County Comprehensive Plan land use recommendations do not necessarily provide a clear response to whether the rezone to Park & Recreation is consistent with future land use plans for the geographical area.
7. Comments at the hearing were in opposition due to the following:
 - noise currently heard during weekends at the tavern will increase with a proposed private campground. Neighbors need to close windows on weekends.
 - concerns of patrons from the business wandering into residential neighborhood
 - concerns of traffic flow through Rasmussen & Nier Rd (emergency use only)

A

- establishment promotes loud noises during summer months with music. Campground will promote the continuance of after hour parties at campsites.
 - Two campgrounds located along Hwy 32 already exist in the Town of Mountain neighbors questioned how many more does the town need?
8. Planning & Zoning Committee deliberated on the following:
- public comments regarding the potential problems with a private campground attached to a commercial tavern establishment in close proximity to residential development
 - proposal may increase the neighbor complaints with anticipated noise
 - Committee sees the need for businesses along Hwy 32 to be promoted
 - Town Board recommendation to approve
 - Residential use is the future land use for the geographical area

NOW THEREFORE BE IT RESOLVED that this committee hereby reports our findings for your consideration and is hereby recommending DENIAL.

NOW BE IT FURTHER RESOLVED, by the Oconto County Board of Supervisors, that the petition is hereby **DENIED**.

Submitted this 22nd day of September, 2016

PLANNING & ZONING/SOLID WASTE COMMITTEE:

Ron Korzeniewski, Chairman
Ken Linzmeyer, Vice-Chair
Darrel Pagel, Secretary
Ryan Wendt
Dave Christianson



ADMINISTRATIVE COORDINATOR
KEVIN HAMANN
OCONTO COUNTY COURTHOUSE
301 WASHINGTON ST
OCONTO WI 54153-1699
920-834-6811 ♦ FAX 920-834-6400

New Law Enforcement Center Update

September 7, 2016

Property Acquisition

No Update

Project Funding/Financing/Budget:

Please see attached updated spreadsheet prepared by the Finance Director.

For August we spent \$1,423,233, bringing the project total to \$20,487,300 at the end of August. This represents 64.5% of the project budget.

Also included is the transaction report for August showing the details on expenditures.

Project Progress/Timeline:

See attached timeline for the project through the next few months.

Frames Timeline (191 frames) – original timeframe had them all arriving by January 28, 2016.

41 frames arrived June 27

54 frames arrived August 17.

43 frames arrived Sept. 6. (*Note: 96 frames were supposed to arrive Sept. 1.*)

53 frames to arrive unknown date

Reminder to track construction progress by viewing pictures on the County website by clicking on the LEC project tab.

Miscellaneous:

New Building Operating Costs

Property Insurance – estimated cost to insure the new facility is \$18,000 per yr.

Maintenance/Utility - estimated cost for utilities and for maintenance of the new facility is \$250,000 per year.

Number of Brick in Facility – 170,193.

Date: 8/31/2016

TRANSACTION REGISTER FOR PERIOD 8

Account Year: 116
Period: 8
starting dept #: 00
ending dept #: 98

Acct#	Account	Dist#	Distribution	Transaction	Transaction Description	Date	Trans Amount	Check #	Vendor#
				57210	** Account Total:		\$1,423,233.43		

ID	Task Name	Duration	Start	Finish
7	Site Work	493 days	Tue 8/4/15	Thu 6/22/17
16	Parking Lot 1B	5 days	Mon 10/3/16	Fri 10/7/16
18	Parking Lot 2	10 days	Mon 10/10/16	Fri 10/21/16
23	Curb & Gutter and Sidewalks	5 days	Mon 9/26/16	Fri 9/30/16
24	Black Top	15 days	Mon 10/3/16	Fri 10/21/16
25	Landscaping	10 days	Mon 10/24/16	Fri 11/4/16
26	Building Construction	460 days	Mon 10/26/15	Fri 7/28/17
27	First Floor	375 days	Mon 10/26/15	Fri 3/31/17
58	Face Brick	150 days	Mon 2/22/16	Fri 9/16/16
59	Exterior Metal Panels	45 days	Mon 8/8/16	Fri 10/7/16
60	Install Windows and Store Front	10 days	Mon 8/1/16	Fri 9/9/16
67	All interior CMU Walls	110 days	Mon 5/9/16	Fri 10/7/16
72	All The Rest Detention Frames Onsite	0 days	Thu 9/1/16	Thu 9/1/16
73	Ele. Rough-in's	240 days	Mon 11/9/15	Fri 10/7/16
74	Plumbing Rough-in's	235 days	Mon 11/16/15	Fri 10/7/16
75	Ductwork	145 days	Mon 5/16/16	Fri 12/2/16
76	Sprinkler Rough-in's	90 days	Mon 7/18/16	Fri 11/18/16
77	Drywall	40 days	Mon 7/11/16	Fri 9/2/16
78	Install Wall-in's	5 days	Mon 9/12/16	Fri 9/16/16
79	Tape and Finish	30 days	Mon 8/22/16	Fri 9/30/16
80	Paint	85 days	Mon 8/29/16	Fri 12/23/16
81	Kitchen Equipment	15 days	Thu 10/13/16	Wed 11/2/16
82	Set up Master Control	20 days	Mon 10/10/16	Fri 11/4/16
84	Install Locker	5 days	Mon 10/31/16	Fri 11/4/16
92	Ceilings	55 days	Mon 10/17/16	Fri 12/30/16
93	Install Sprinkler Heads	35 days	Mon 10/31/16	Fri 12/16/16
94	Flooring	40 days	Mon 10/31/16	Fri 12/23/16
104	Second Floor Cells	254 days	Tue 4/12/16	Fri 3/31/17
111	Sprinkler Rough-in's	40 days	Mon 7/18/16	Fri 9/9/16
112	Paint	25 days	Mon 9/12/16	Fri 10/14/16
113	Mechanical Finishes	15 days	Mon 10/17/16	Fri 11/4/16
114	Detention Ceilings	20 days	Mon 10/17/16	Fri 11/11/16

Project: 8-30-2016
Date: Thu 9/1/16

Task Split

Progress Milestone

Summary Project Summary

External Tasks External Milestone

Deadline

Page 1

Employee Update

August 2016

Retirements/Resignations/Terminations

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Hanchett, Jon	HHS	Adult Protect/Crisis	08/02	\$25.59	Retired
Behnke, Miranda	HHS	Adult Protect/Crisis	08/05	\$22.10	Resigned
Sherman, Chelsea	Treasurer	Office Help	08/15	\$10.50	LTE
Reed, Rachelle	Med. Examiner	Medicolegal Inv.	08/15	Varies	Resigned
Fisher, Danielle	Highway	Summer Help	08/19	\$10.47	LTE
Miller, Hannah	Highway	Summer Help	08/19	\$10.47	LTE
Wians, Andrea	Highway	Summer Help	08/19	\$10.15	LTE
Behnke, Collin	Highway	Summer Help	08/26	\$10.15	LTE
Fisher, Erin	Highway	Summer Help	08/26	\$10.00	LTE
Huberty, Jack	Highway	Summer Help	08/26	\$10.00	LTE
Kasten, Jacob	Highway	Summer Help	08/26	\$10.47	LTE
Schultz, Adam	Highway	Summer Help	08/26	\$10.47	LTE
Shallow, Emily	Highway	Summer Help	08/26	\$10.00	LTE
VanDenElzen, V.	Highway	Summer Help	08/26	\$10.00	LTE

Promotions/Transfers

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Ojala, John	Sheriff	Correctional Officer	07/24	\$17.54	Replaced Richlen
Reed, Paul	Recycling	Recycling Supervisor	08/08	\$25.00	Replaced Kroll

New Hires

<u>Employee</u>	<u>Dept.</u>	<u>Position</u>	<u>Date</u>	<u>Wage</u>	<u>Comment</u>
Dionne, Devon	Recycling	Common Laborer	08/08	\$11.81	LTE
Audette, Gabrielle	HHS	Protective Services	08/15	\$13.00	LTE
Scully, Tabitha	Med. Examiner	Medicolegal Inv.	08/22	Varies	Replaced Nelson
Kinnard, Robyn	Med. Examiner	Medicolegal Inv.	08/23	Varies	Replaced Reed
Henkel, James	Forest & Parks	Common Laborer	08/24	\$12.23	LTE

Current External Recruitments

<u>Dept.</u>	<u>Position</u>	<u>Date Apps Due</u>	<u>Adv. Wage Range</u>	<u>Comment</u>
HHS	Clinical Therapist	June 24	\$23.65 to \$30.41	Reviewing 4 Apps
Veterans Service	VSO	July 20	\$42,900 to \$55,146	5 Interviews on 9/12
Sheriff	Correctional Officer	Aug. 1	\$17.05	13 Apps, offer sent to 2.
Sheriff	Telecommunicator	Sept. 6	\$17.05	2 PT Vacancies
HHS	Adult Protect/Crisis	Sept. 9	\$20.35 to \$26.17	2 Vacancies

As of September 6, 2016