

## **DODGE COUNTY EXECUTIVE COMMITTEE**

November 7, 2016, 8:30 A.M.

FIRST FLOOR – ROOMS H & I AUDITORIUM

DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

The meeting was called to order at 8:30 a.m. by Dodge County Executive Committee Chairman, Russell Kottke.

Members present: Berres, Frohling, Kottke, Maly, Marsik, Miller, and Schmidt.

Member(s) absent: None.

Others present: County Administrator Jim Mielke; County Clerk Karen Gibson; Deputy County Clerk Christine Kjornes; Emergency Management Director Amy Nehls; Assistant Corporation Counsel Kathilynne Grotelueschen; Land Resources and Parks Director Joyce Fiacco; Manager of Planning and Economic Development Dean Perlick; Veterans Service Officer Andrew Miller; and WBEV Radio Station Reporter John Muir.

Motion by Maly, seconded by Miller to approve the Agenda and allow the Chairperson to go out of order as needed to efficiently conduct the meeting. Motion carried.

Motion by Schmidt, seconded by Frohling to approve the October 3, 2016, minutes as presented. Motion carried.

Motion by Frohling, seconded by Miller to authorize out-of-state travel for Veterans Service Officer Andrew Miller to attend the National Association of County Veterans Service Officers conference in San Diego, California, from June 11-16, 2017. Mr. Miller reported that his attendance at this conference will allow him to obtain continuing education credits for maintaining accreditation. Motion carried.

County Clerk Karen Gibson reviewed agenda items for the Tuesday, November 15, 2016, County Board meeting. Ms. Gibson reported that the agenda will include a public hearing on the 2017 Dodge County Budget, and a reappointment to the Veterans Service Commission. Ms. Gibson further reported that the agenda will include an Ordinance from the Taxation Committee regarding the prosecution of In Personam Actions for Delinquent Real Estate Taxes, and if this Ordinance is passed, there will also be a Resolution from the Taxation Committee to amend the County Board Rules of Order. Ms. Gibson further reported that the agenda will include Resolutions from the Human Services and Health Board, the Information Technology Committee, Claims for Damages from the Executive Committee, and discussion and action to be taken on the 2017 Dodge County Budget.

Ms. Gibson reported that applications for the 2017 Wisconsin Counties Association County Ambassador Program are due by November 18, 2016, and she has applications if interested.

The Committee considered and discussed the Claims for Damages submitted by Patricia West and Eugene Walters, wherein Patricia West and Eugene Walters alleged that vehicles they were operating sustained pavement paint damage on September 29, 2016. Motion by Berres, seconded by Maly to recommend to the County Board that it disallow the Claims for Damages submitted by Patricia West and Eugene Walters. Motion carried.

## **DODGE COUNTY EXECUTIVE COMMITTEE**

November 7, 2016, 8:30 A.M.

FIRST FLOOR – ROOMS H & I AUDITORIUM

DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

Page 2 of 3

Administrator Jim Mielke provided a brief oral update to the Committee regarding County projects. Mr. Mielke reported that on November 4, 2016, there was a kick off meeting with Maas Brothers Construction Company, Enberg Anderson Architects, jail staff, and maintenance staff regarding the sanitary pipe replacement project at the Dodge County Detention Facility that is scheduled to begin in January of 2017.

Mr. Mielke provided a brief oral report to the Committee regarding the Clearview Siding Project. Mr. Mielke reported that this project is on hold due to an issue with the proposed material, and time is needed to perform research and analysis on the proper material to be used. Mr. Mielke further reported that it will be necessary to carry over funding for this project from the 2016 Dodge County Budget to the 2017 Dodge County Budget.

Emergency Management Director Amy Nehls provided an oral report to the Committee regarding the redistribution of the 2015 Emergency Management Planning Grant funds. Ms. Nehls reported that a check in the amount of \$13,614.42 was received from Wisconsin Emergency Management, and she requests that this amount be carried over into 2017 for the purpose of search and rescue training and Rescue Task Force. Motion by Miller, seconded by Frohling to approve the request to carry-over \$13,614.42 into 2017 for the purpose of search and rescue training and Rescue Task Force. Motion carried.

Mr. Mielke provided an oral update to the Committee regarding the Economic Development Initiative with Jefferson County. Mr. Mielke reported that on October 26, 2016, Assistant Corporation Counsel Kathilynne Grotelueschen and he met with Jefferson County Administrator Benjamin Wehmeier and Executive Director of the Jefferson County Economic Development Consortium Vicki Pratt to discuss the proposed agreement between Dodge County and Jefferson County for economic development services. The Committee had a discussion about whether this proposal is considered a contract or an intergovernmental agreement, funding versus representation, and the need for Dodge County to have equal representation on the board. Mr. Mielke reported that he will provide the Committee's feedback to Mr. Wehmeier and Ms. Pratt, and he will provide an update to the Executive Committee at its December meeting.

The Committee briefly discussed the letter that was issued by the Wisconsin Department of Justice to Winnebago County regarding the quorum reference on agendas. Ms. Grotelueschen reported that the agenda for each meeting must be specific about which Committee(s) will be present at the meeting.

Supervisor Miller reported that on October 21, 2016, she attended a meeting of the Judicial and Public Safety Steering Committee of the Wisconsin Counties Association in Madison, Wisconsin. Supervisor Miller further reported that evidence-based decision making was discussed at the meeting.

Supervisor Maly reported that on October 13, 2016, she attended a meeting of the County Organization and Personnel Steering Committee of the Wisconsin Counties Association in Wisconsin Rapids, Wisconsin. Supervisor Maly further reported the meeting included a presentation about a database that can be shared between Veterans Service Officers, and discussions

**DODGE COUNTY EXECUTIVE COMMITTEE**

November 7, 2016, 8:30 A.M.

FIRST FLOOR – ROOMS H & I AUDITORIUM

DODGE COUNTY ADMINISTRATION BUILDING, JUNEAU, WI 53039

Page 3 of 3

about County Joint Agency Services. Supervisor Maly reported that the next meeting will be held in Stevens Point, Wisconsin, in February of 2017.

Supervisor Frohling reported that on October 17, 2016, he attended a meeting of the Taxation and Finance Steering Committee of the Wisconsin Counties Association in Stevens Point, Wisconsin. Supervisor Frohling further reported that some of the topics that were discussed at the meeting were transportation issues, TIF Districts, and property assessments.

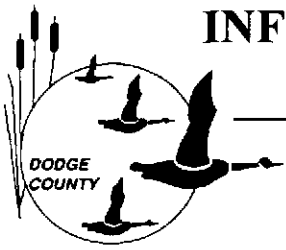
Meeting adjourned at 9:44 a.m. by the order of the Chairman.

The next regular meeting is scheduled for **Monday, December 5, 2016 at 8:30 a.m.**

---

Jeff Berres, Secretary

**Disclaimer: The above minutes may be approved, amended or corrected at the next committee meeting.**



# INFORMATION TECHNOLOGY DEPARTMENT

Ruth M. Otto, Director

---

127 East Oak Street, Juneau, WI 53039 • (920) 383 – 3940

## MEMORANDUM

Date: November 7, 2016

To: Information Technology Committee

From: Ruth M. Otto

Re: Request to Attend the Microsoft Tech Summit on January 19-20, 2017

### **2017 Microsoft Tech Summit January 19-20, 2017**

Presented by Microsoft in Chicago, IL

2 days / 1 night in training

#### **Costs:**

Mileage / Hotel      Cost \$225 (conference is free to all attending)

Attending – Josh Kohlhoff

#### Reasons for attending:

- This free conference provides training enterprise Microsoft systems of the county.
- There are over 70 technical training sessions covering a range of topics.
- Access to Microsoft Engineers to help with some of our challenges and hands-on labs to test drive

These costs are included in the 2017 budget.

# REQUEST FOR TRAINING

(Attach copy of training announcement if available.)

Name: James Ketchem Badge #: 106 Date: 11/04/16

Division: Patrol - Administration Admin Supervisor: Captain Frost


Name of Training: SWAT Command - Decision Making and Leadership 1

Date(s) and Times of Training: February 6-10, 2017

Location of Training: Cottage Grove Police Department, 12800 Ravine Pkwy, Cottage Grove, MN

Cost: \$675.00 Check one:  Mandatory  Voluntary

I hereby acknowledge that I have read, understand and will abide by the provisions for voluntary training as set forth in the Training Policy 101.90.

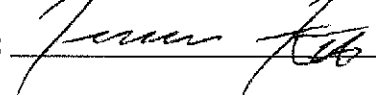
  
Employee Signature

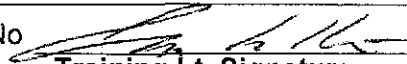
Request for overnight lodging?  Yes  No

Clearly explain how this training will benefit the department and/or the community?

This SWAT Command - Decision Making and Leadership training is necessary training pertaining to my position as Commander of the Dodge County Multi-Jurisdictional SWAT Team.

Request for Training:  Approved  Denied Date: 11-7-16

Signature of Admin Supervisor: 

Reason: \_\_\_\_\_  
Training Funds Available  Yes  No   
Training Lt. Signature

Request for Training:  Approved  Denied Date: 11/7/2016

Signature of Sheriff/Designee: 

Reason: \_\_\_\_\_

16111 - 46 - 5wa1



National Tactical Officers Association  
 P.O. Box 797, Doylestown, PA 18901  
 Ph: 800.279.9127 Fax: 215.230.7552 www.ntoa.org

**TRAINING ANNOUNCEMENT**

**SWAT Command Decision-Making and Leadership I**  
**2/6-10/17**  
**Cottage Grove, MN**  
 Co-Hosted By  
**Cottage Grove Police Department**

**Course Content**

This course is designed to expose police SWAT Team commanders and supervisors to contemporary SWAT issues, tactics and procedures. Topics include major incident debriefs; leadership issues; justifying SWAT; the use of SWAT teams; SWAT standards and professionalism; contemporary SWAT issues and concerns; SWAT and the media; selection, training, discipline and removal of supervisors and team members; crisis negotiations teams, tactical operation centers; operations planning; weapons and equipment selection; legal issues overview; critical incident management; barricade and hostage procedures; warrant service planning and procedures; and response to active shooter situations.

Register online at <a href="http://www.ntoa.org/training_calender.php">http://www.ntoa.org/training_calender.php</a> or get a registration form by calling 800-279-9127 ext. 2			
Registration Fee:	NTOA Members: \$675	Non-members Fee: (Includes 1 yr membership)	\$730
<b>REGISTRATION DEADLINE:</b>	<b>1/6/17</b>	course # 20170050	
Prerequisites:	Sworn full time law enforcement personnel		
Training Location:	12800 Ravine Parkway South, Cottage Grove, MN 55016		
Student Equipment:	Law Enforcement ID, business casual dress, note-taking supplies		
Start Time:	0800		
Co-host Point of Contact:	Patrick Nickle W:612-578-9367 <a href="mailto:pnickle@cottage-grove.org">pnickle@cottage-grove.org</a>		
Nearest Airport:	Minneapolis/St. Paul		
Suggested Car Rental Agency	Use the following ID#, XZ17D23 to get the discounted rate. You can log onto <a href="http://www.enterprise.com">www.enterprise.com</a> and use the pin code of NAT or call 1-800-RENT-A-CAR		
Hotel Suggestions:	Country Inn and Suites-Cottage Grove, MN		

**Cancellation Policy:**  
 Student will receive full refund of any paid fee if canceled in writing 30+ days prior to course start.  
 NTOA will charge \$100 cancellation fee if written notice is received less than 30 days prior to course start.  
 No written notice, no refund. Qualified substitutions are always acceptable.  
 NTOA reserves the right to cancel a course 30 days prior to the start date. We will notify you immediately if this occurs.

Completed registrations may be sent  
 by fax to: 215-230-7552  
 Make checks payable to NTOA  
 PO Box 797, Doylestown, PA 18901

# REQUEST FOR TRAINING

(Attach copy of training announcement if available.)

Name: DENNIS M. WALSTON Badge #: 125 Date: 12/28/2016

Division: PATROL - CIT Admin Supervisor: LT. KETCHEM

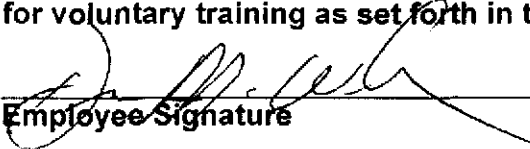
Name of Training: CDR Train the Trainer for Technician 1 & 2 courses

Date(s) and Times of Training: March 5 - 2017

Location of Training: Hilton North Houston Hotel, Houston, TX

Cost: \$599 (before 01-23-17) Check one:  Mandatory  Voluntary

I hereby acknowledge that I have read, understand and will abide by the provisions for voluntary training as set forth in the Training Policy 101.90.

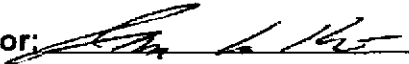
  
Employee Signature

Request for overnight lodging?  Yes  No


Clearly explain how this training will benefit the department and/or the community?

This course will allow me train Crash Team members from our (and other) jurisdiction to properly and safely download the data or retrieve the EDR module from vehicles. There are no Instructors in WI, so we send our CIT members back and forth to Illinois, twice, to be certified as a technician. My instructor status will eliminate the cost of CIT members attending that course, plus travel and food & lodging

Request for Training:  Approved  Denied Date: 11/28/16

Signature of Admin Supervisor: 

Reason: \_\_\_\_\_

Training Funds Available  Yes  No   
Training Lt. Signature

Request for Training:  Approved  Denied Date: 11-28-16

Signature of Sheriff/Designee: 

Reason: \_\_\_\_\_

16122

# REQUEST FOR TRAINING

(Attach copy of training announcement if available.)

Name: DENNIS M. WALSTON Badge #: 125 Date: 12/28/2016

Division: PATROL - CIT Admin Supervisor: LT. KETCHEM

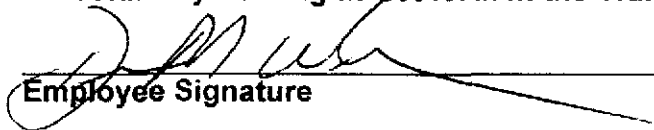
Name of Training: EDR SUMMIT (formerly CDR Summit)

Date(s) and Times of Training: March 6, 7, 8 - 2017

Location of Training: Hilton North Houston Hotel, Houston, TX

Cost: \$699 (before 01-23-17) Check one:  Mandatory  Voluntary

I hereby acknowledge that I have read, understand and will abide by the provisions for voluntary training as set forth in the Training Policy 101.90.

  
Employee Signature

Request for overnight lodging?  Yes  No


### Clearly explain how this training will benefit the department and/or the community?

Update my CDR (now EDR) analyst certification. Cover new material and methods, cover case law throughout the U.S., review case studies. In 2016, I analyzed downloads from 43 vehicles, all of which were necessary in death, homicide and great bodily harm crashes

Request for Training:  Approved  Denied Date: 11/28/16

Signature of Admin Supervisor: 

Reason: \_\_\_\_\_

Training Funds Available  Yes  No   
Training Lt. Signature

Request for Training:  Approved  Denied Date: 11-28-16

Signature of Sheriff/Designee: 

Reason: \_\_\_\_\_



Select Page



**Collision Safety Institute**

The CDR Technician Train the Trainer course was developed by Collision Safety Institute (CSI). CSI is considered the leading training organization for imaging crash data and effectively using the Bosch CDR Tool.

[www.collisionsafety.net](http://www.collisionsafety.net)

\*\* OPTIONAL \*\*

## CDR Train the Trainer for the CDR Technician 1 & 2 Classes

**Date:** March 5, 2017 (Sunday before EDR Summit)

**Location:** Hilton Houston North Hotel – Galileo 1

**Time:** 8:00 AM to 5:00 PM

**Instructor:** Rusty Haight, Collision Safety Institute

**Tuition:** \$699.00 (\$599.00 if you register by January 23, 2017)

## Prerequisites

CDR Technician Level 1 and 2 (by a CSI approved CDR Technician trainer/mentor) and the 5-day CDR Data Analyst Course (by Collision Safety Institute). To qualify to take the CDR Tool Train the Trainer Course and become a CDR Technician Trainer Mentor, one has to have completed the Collision Safety Institute developed Technician 1 and 2 courses offered by a Certified CDR Technician Trainer Mentor and the Collision Safety Institute CDR Data Analyst Course **within the last two years**. Those who have previously been certified as Trainer Mentors are welcome to return and renew their license to the materials every two years. CDR Courses offered by organizations other than the Collision Safety Institute, Collision Safety Institute trained Trainer Mentors or the Northwestern University's Center for Public Safety do **NOT** meet these prerequisites.

**For questions about the prerequisites**, please contact Collision Safety Institute: (858) 484-9794

## Program Overview

This is your opportunity to become a leader in the rapidly expanding area of CDR technology. When industry leaders meet to discuss the expansion of CDR technology, one topic that is always discussed is training and the need to have more qualified Technician trainers across North America to properly train entry level CDR Tool users. To help fill this need, we are pleased to offer a CDR Technician Train the Trainer Course to qualify individuals to instruct a standard CDR Technician Level 1 and Level 2 course. These two courses are the prerequisite for the CDR Data Analyst Course. Whether from the public or private sector, from police departments to insurance professionals, anyone who purchases a Bosch CDR Tool will need to take at least the Technician Level 1 course.

The CDR Technician Train the Trainer program has been developed to meet the need for an expanded number of regional training opportunities on the basics of using the CDR Tool, build confidence through individual, personalized guidance with supervised hands-on experience using the CDR Tool, and provide opportunities for small group or even one-on-one live guidance by a CDR Trainer/Mentor. The CDR Technician Train the Trainer program gives the

Trainer/Mentor the tools to lead new CDR Technicians into the expanding world of Crash Data Retrieval. Those who complete this program would be in a position to teach the Technician Level 1 and Technician Level 2 courses.



## Why Become a Trainer/Mentor?

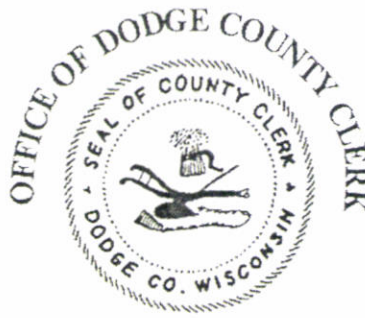
New users – individuals and entities – buying the CDR Tool for the first time are eager to get out into the field and use their systems. These new users need to be trained by a qualified “Trainer / Mentors” and you can be that individual and then later the person they turn to for guidance and other support.

Technician trainers are looking for opportunities to help spread the technology and get more experience as trainers. Those who have completed the CDR Technician Train the Trainer program are clearly the type of person who is eager to both help others use their CDR Tool as soon as possible but also use it effectively and properly. An evolutionary growth of the CDR Technician training designed to expand and support the opportunities for Technician Trainers is in everyone's best interest and those who attend the CDR Technician Train the Trainer program will be on the leading edge of the expansion.

## CDR Train the Trainer Class

Early Registration Price

KAREN J. GIBSON  
Dodge County Clerk  
kgibson@co.dodge.wi.us



SHELBY J. MILLER  
Chief Deputy  
smiller@co.dodge.wi.us

Administration Building  
127 East Oak Street, Juneau WI 53039  
920-386-3605 / Fax: 920-386-4292

CHRISTINE M. KJORNES  
Deputy  
ckjornes@co.dodge.wi.us

### INCIDENT REPORT

Date: 11/16/16

#### CLAIMANT INFORMATION

Claimant First Name:

AICUS

Claimant Middle Initial:

T.

Claimant Last Name:

Thompson

Address: 4120 S. Lake Drive, Suite 350

City: St. Francis

State: WI

ZIP Code: 53235

Home Phone:

Work Phone: 414-769-1952  
cell

Cell Phone: 414-271-5300  
WORK

Claimant Signature:

*Alan L. Lhips*

Date:

11-16-16

#### INCIDENT INFORMATION

Date of Incident: 9/29/16

Time of Incident: 12:30-1:30pm.

Location of Incident: N. 2639 County Road Z, Lot B67  
Dousman, WI 53118

If Applicable Vehicle Make:

Chery

Vehicle Model:

Avalanche

Vehicle Year:

2004

Amount of Reimbursement Requested: 4,603.80

Description of Incident/Loss: Road paint was wet & there were no visible signs that it had just been sprayed. Paint got in the wheel well & along the bottom of the vehicle (fender, front door, rear door, quarter panel, tail gate, rear bumper & rear suspension)

#### WITNESS INFORMATION

Witness First Name:

Witness Middle Initial:

Witness Last Name:

Address:

City:

State:

ZIP Code:

Home Phone:

Work Phone:

Cell Phone:

RECEIVED  
IN THE OFFICE OF

NOV 16 2016

Please attach Billing Statement or Estimate to this Report.

Return this Form, Billing Statement and/or Estimate to:

Dodge County Clerk  
127 East Oak Street  
Juneau, WI 53039

DODGE COUNTY CLERK



**CARSTAR NORTH SHORE**

WORKTIME ID: 5d18ae86  
Federal ID: 26-0892442

Relax, We'll take it from here!  
5700 W HEMLOCK ST, MILWAUKEE, WI 53223  
Phone: (414) 727-4777  
FAX: (414) 727-4778

**Estimate**

**RO Number:**

Customer:	Insurance:	Adjuster:	Estimator:	Wade Mather
Thompson, Alcus	State Farm	Phone:	Create Date:	10/3/2016
4120 S. Lake Dr. #350		Claim:		
St. Francis, WI 53235		Loss Date:		
(414) 759-1952		Deductible:		

2004 CHEV K1500 4X4 AVALANCHE 4D P/U 8-5.3L-FI

VIN: 3GNEK1ZT94G206858	Interior Color:	Mileage In:	Vehicle Out:
License:	Exterior Color:	Mileage Out:	
State:	Production Date:	Condition:	Job #:

Line	Ver	Operation	Description	Qty	Extended Price \$	Part Type	Labor	Type	Paint
1	E01		<b>FENDER</b>						
2	E01	Remove/Replace	LT Lower molding	1	89.00T	A/M	0.3T	Body	
3	E01	Remove/Replace	LT Fender liner 1500 w/cladding	1	43.00T	A/M	0.4T	Body	
4	E01		<b>WHEELS</b>						
5	E01	Repair	LT/Front Wheel 16x7 Avalanche				1.0T	Body	1.0T
6	E01	Repair	LT/Rear Wheel 16x7 Avalanche				1.0T	Body	1.0T
7	E01		<b>FRONT DOOR</b>						
8	E01	Remove/Replace	LT Cladding 1500	1	403.98T	OEM	0.4T	Body	
9	E01	Repair	LT Mirror assy Avalanche w/o signal				0.5T	Body	0.6T
10	E01		Add for Clear Coat						0.1T
11	E01	Remove/Install	LT Mirror assy Avalanche w/o signal				0.4T	Body	
12	E01	Remove/Install	LT Handle, outside Avalanche black textured				0.4T	Body	
13	E01	Remove/Install	LT R&I trim panel				0.5T	Body	
14	E01	Repair	LT Door shell Avalanche w/o cladding				1.5T	Body	2.5T
15	E01		Overlap Minor Panel						(0.2)T
16	E01		Add for Clear Coat						0.9T
17	E01	Remove/Install	LT Belt w/strip				0.3T	Body	
18	E01	Repair	LT Handle, outside Avalanche black				0.5T	Body	0.5T
19	E01		Overlap Minor Panel						(0.2)T
20	E01		Add for Clear Coat						0.1T
21	E01		<b>REAR DOOR</b>						
22	E01	Repair	LT Door shell Avalanche w/o cladding				1.5T	Body	2.5T

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

**Estimate**

**RO Number:**

2004 CHEV K1500 4X4 AVALANCHE 4D P/U 8-5.3L-FI

23	E01		Overlap Major Adj. Panel						(0.4)T
24	E01		Add for Clear Coat						0.4T
25	E01	Remove/Install	LT Belt w'strip				0.3T	Body	
26	E01	Remove/Replace	LT Cladding Avalanche	1	336.98T	OEM	0.3T	Body	
27	E01	Remove/Install	LT Handle, outside Avalanche black textured				0.4T	Body	
28	E01	Remove/Install	LT R&I trim panel				0.4T	Body	
29	E01	Repair	LT Handle, outside Avalanche black				0.5T	Body	0.5T
30	E01		Overlap Minor Panel						(0.2)T
31	E01		Add for Clear Coat						0.1T
32	E01		<b>QUARTER PANEL</b>						
33	E01	Repair	LT Quarter panel Avalanche w/o cladding				2.0T	Body	2.9T
34	E01		Overlap Major Adj. Panel						(0.4)T
35	E01		Add for Clear Coat						0.5T
36	E01	Remove/Install	LT Upper trim panel				0.4T	Body	
37	E01	Remove/Replace	LT Side molding rear	1	332.58T	OEM	0.4T	Body	
38	E01	Repair	LT Wheelhouse Avalanche, w/cladding front				1.0T	Body	0.4T
39	E01		Add for Clear Coat						0.1T
40	E01	Repair	LT Wheelhouse Avalanche, w/cladding rear				1.0T	Body	0.4T
41	E01		Add for Clear Coat						0.1T
42	E01		<b>REAR SUSPENSION</b>						
43	E01	Refinish	RT Lower cntrl arm						0.5T
44	E01	Refinish	RT Upper cntrl arm						0.5T
45	E01	Refinish	RT Shock w/4WD						0.5T
46	E01		<b>TAIL GATE</b>						
47	E01	Repair	Outer panel Avalanche				1.5T	Body	2.2T
48	E01		Overlap Major Adj. Panel						(0.4)T
49	E01		Add for Clear Coat						0.4T
50	E01	Remove/Replace	Molding upper Avalanche	1	207.00T	A/M	0.5T	Body	
51	E01		<b>REAR BUMPER</b>						
52	E01	Remove/Replace	Bumper cover	1	336.82T	OEM	0.5T	Body	
53	E01	Sublet	Hazardous waste removal	1	3.50T	Other			
54	E01	Remove/Replace	Cover car	1	8.00T	Other	0.3T	Body	
55	E01	Remove/Replace	Corrosion protection	1	8.00T	Other	0.3T	Body	

<b>Estimate Totals</b>	<b>Discount \$</b>	<b>Markup \$</b>	<b>Rate \$</b>	<b>Total Hours</b>	<b>Total \$</b>
Parts					1,765.36
Sublet/Miscellaneous					3.50
Labor, Body			56.00	18.5	1,036.00
Labor, Refinish			56.00	16.9	946.40

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural

**RO Number:**

2004 CHEV K1500 4X4 AVALANCHE 4D P/U 8-5.3L-FI

Material, Paint	36.00	16.9	608.40
<b>Subtotal</b>			<b>4,359.66</b>
Sales Tax			244.14
<b>Grand Total</b>			<b>4,603.80</b>
<b>Net Total</b>			<b>4,603.80</b>

Estimate Version	Total \$
Original	4,603.80

Insurance Total \$:	4,603.80
Received from Insurance \$:	0.00
<b>Balance due from Insurance \$:</b>	<b>4,603.80</b>

Customer Total \$:	0.00
Received from Customer \$:	0.00
<b>Balance due from Customer \$:</b>	<b>0.00</b>

T = Taxable Item, RPD = Related Prior Damage, AA = Appearance Allowance, UPD = Unrelated Prior Damage, PDR = Paintless Dent Repair, A/M = Aftermarket, Rechr = Rechromed, Reman = Remanufactured, OEM = New Original Equipment Manufacturer, Recor = Re-cored, RECOND = Reconditioned, LKQ = Like Kind Quality or Used, Diag = Diagnostic, Elec = Electrical, Mech = Mechanical, Ref = Refinish, Struc = Structural





KAREN J. GIBSON  
Dodge County Clerk  
kgibson@co.dodge.wi.us



SHELBY J. MILLER  
Chief Deputy  
smiller@co.dodge.wi.us

Administration Building  
127 East Oak Street, Juneau WI 53039  
920-386-3605 / Fax: 920-386-4292

CHRISTINE M. KJORNES  
Deputy  
ckjornes@co.dodge.wi.us

RECEIVED  
IN THE OFFICE OF  
COUNTY CLERK

### INCIDENT REPORT

OCT 03 2016

Date: 10-3-16

#### CLAIMANT INFORMATION

DODGE COUNTY, WIS.

Claimant First Name:

Claimant Middle Initial:

Claimant Last Name:

MAXINE

E

PAXSON

Address: N920 COUNTY RD. T

City: WATERLOO

State: WI

ZIP Code: 53594

Home Phone: 608-577-3629

Work Phone:

Cell Phone: 608-577-3629

Claimant Signature:

Maxine Paxson

Date:

9/30/16

#### INCIDENT INFORMATION

Date of Incident: 8/1/16

Time of Incident: 10 AM

Location of Incident:

ONE MILE OR MORE SOUTH OF DANVILLE ON HWY. T

If Applicable Vehicle Make:

Vehicle Model:

Vehicle Year:

AMERICAN EAGLE

MOTOR HOME

2002

Amount of Reimbursement Requested: total so far is \$16,10.11

Description of Incident/Loss:

see attach

#### WITNESS INFORMATION

Witness First Name:

Witness Middle Initial:

Witness Last Name:

WILLIAM

PAXSON

Address: N920 COUNTY RD. T

City: WATERLOO

State: WI

ZIP Code: 53594

Home Phone:

Work Phone:

Cell Phone: 608-577-3628

Please attach Billing Statement or Estimate to this Report.

Return this Form, Billing Statement and/or Estimate to:

Dodge County Clerk  
127 East Oak Street  
Juneau, WI 53039

About a mile or more south of Danville on hwy. T were the county was putting in a new culvert. We were traveling south bound when we hit where they just put in a new culvert and was not black top yet and was at least a 4 inch drop off. There was no sign there that told you there was a bump or road construction and we hit it with our motor home going about 50 miles an hour. When we hit it it knot my husbands hands off the steering wheel. They we also working on another culvert putting black top over it. We stopped and asked one of the workers why there wasn't any bump sign back at the other one. This one was also on T about 4 miles farther south.

On the slide out with the bed the slide out went out but the bed didn't move. The bed came loose from the wall.

On the living room slide out it only would go out about 6 inches and stop. Something inside the awning broke and it was working fine until we hit the bump on hwy T. So we have to replace the other one so they match.

Then when cleaning the shower area we found this crack in the shower. We had used the shower that weekend and didn't see the crack at that time. Will get a estimate when we take it in to have the awning replaced.

*repair work for 114.10 is for bed attachment only not the vent.  
the awning is 813.94 and to repare the other one so they match is 682.07.  
the shower will get a estimate on when we take the motor home in for repair of awnings*

*Margie Rapson*

**Camperland RV**

5498 HWY CV  
Madison, WI 53704-

Phone: (608) 241-1636

Fax: (608) 241-0717

E-Mail: camperland@live.com

Tax ID: 39-1152220

Owner: Bill Paxson	Phone:		
Address:	City:	State:	Zip:
Make: Fleetwood	Model: American Eagle	Year:	
License:	Mileage:		
VIN:	Serial Num:		

OP	Qty	UOM	Item Name Description	Material	Labor	DEP%	Sublet
R/R	1	Ea	Slide Room Awning -Front Room 168" awning	483.00	483.00	2.0	2.00
	1		Hardware kit - Silver	78.51	78.51	0	0.00

Material	\$561.51
Labor	
2 Hrs @ \$105.00	\$210.00
Tax ( 5.5% )	\$42.43
Other Deductions	\$0.00
Other Additions	\$0.00
Sublet	\$0.00
Repair Cost	\$813.94
Depreciation	\$0.00
Deductible	\$0.00
<b>Total</b>	<b>\$813.94</b>

--

**Camperland RV**5498 HWY CV  
Madison, WI 53704-

Phone: (608) 241-1636

Fax: (608) 241-0717

E-Mail: camperland@live.com

Tax ID: 39-1152220

Owner: Bill Paxson	Phone:		
Address:	City:	State:	Zip:
Make: Fleetwood	Model: American Eagle	Year:	
License:	Mileage:		
VIN:	Serial Num:		

OP	Qty	UOM	Item Name Description	Material	Labor	DEP%	Sublet	
R/R	1	Ea	Slide Room Awning - Rear 102" awning	358.00	358.00	2.0	2	.00
	1		Hardware Kit - Silver	78.51	78.51		0	.00

Material	\$436.51
Labor	
2 Hrs @ \$105.00	\$210.00
Tax ( 5.5% )	\$35.56
Other Deductions	\$0.00
Other Additions	\$0.00
Sublet	\$0.00
Repair Cost	\$682.07
Depreciation	\$0.00
Deductible	\$0.00
Total	\$682.07

*have to replace to match the other awning*

Created On: 09/30/2016 Valid through: 10/30/2016 Written By:

Estimate produced by Terren Estimate Writer for Recreational Vehicles. All Rights Reserved. Copyright 1999.



Location of Sign

New  
Culvert

100'

100'

Location of Sign

C+H "T"

Burr Oak Road

Pipe Foreman

Lawrence A. Brewer

\* SEE REVERSE SIDE FOR WARRANTY INFORMATION

MATERIAL: ALL PARTS NEW UNLESS SPECIFIED

U-USED G-RECONDITIONED  
R-REBUILT Y-RECYCLED

DEALERS NAME

**CAMPERLAND RV** 608-577-3629  
5488 C.T.H. CV  
MADISON, WI 53704-8112  
(608) 241-1636

**No**

DATE OF ORDER: 8-24-16  
DATE OFFERED BACK: .  
TIME PROMISED: .  
HOME PHONE NO.: .  
IN SERVICE DATE: .  
WORK PHONE NO.: .

ESTIMATED PRICE \$ LABOR CHARGE

LUBRICATE   
CHANGE OIL & FILTER   
REPACK WHEEL BEARINGS   
SERVICE AIR CLEANER   
ROTATE TIRES   
CHANGE TRANS. FLUID   
ALIGN FRONT END   
EMISSION CONTROL SERVICE

QUANT.	PART NO. OR DESCRIPTION	S WARRANTY IF CHECKED	SALE
	lift mechanism		14.00
	take off repair of vent		118.00

14.00  
98.00 labor  
112.00 total  
6.00  
118.00

TOTAL PARTS

SUBLET REPAIRS - TOWING

TOTAL SUBLET REPAIRS

Gals. Gas @

Qts. Oil @

Lbs. Grease @

TOTAL GAS, OIL & GREASE

TOTAL MATERIAL

ADDRESS

CITY, STATE, ZIP

TELEPHONE

NAME

William Paxson

ADDRESS

CITY & STATE

YEAR & MAKE

SERIAL NO.

LICENSE NO.

ODOMETER

MODEL

COLOR

ADDITIONAL WORK AUTHORIZED BY:

NAME

DATE

TIME

A.M.  
P.M.

NO. CALLED

NEW TOTAL ESTIMATE

F.C.

OPER. NO.

TECH. NO.

LABOR INSTRUCTIONS

LARGE slide - fabric OR NEW?  
REFASTEN slide - goes out TO SLOWLY IN BED DOES NOT  
Vent in front - loose now stuck trap  
REPLACED GEAR (2HR) 196.00

SEE REVERSE SIDE BEFORE SIGNING. I HEREBY AUTHORIZE the above repair work to be done along with necessary materials. You and your employees may operate above vehicle for purposes of testing, inspection or delivery at my risk. An express mechanic's lien is acknowledged on above vehicle to secure the amount of repairs thereto. You will not be held responsible for loss or damage to vehicle or articles left in vehicle in case of fire, theft, accident or any other cause beyond your control or for any delays caused by unavailability of parts or delays in parts shipments by the supplier or transporter. I understand that all charges are due upon delivery of the vehicle. I acknowledge receipt of a copy of this agreement.

YOU ARE ENTITLED TO A PRICE ESTIMATE FOR THE REPAIRS YOU HAVE AUTHORIZED. THE REPAIR PRICE MAY BE LESS THAN THE ESTIMATE, BUT WILL NOT EXCEED THE ESTIMATE WITHOUT YOUR PERMISSION. YOUR SIGNATURE WILL INDICATE YOUR ESTIMATE SELECTION.

- I request an estimate in writing before you begin repairs.
- Please proceed with repairs, but call me before continuing if the price will exceed \$ \_\_\_\_\_
- I do not want an estimate.

Do you want the replaced parts you are entitled to?  Yes  No

Call when vehicle is ready  Yes  No

Payment will be made by:  Cash  Credit Card  Charge

This vehicle received without face to face customer contact.

Motor vehicle repair practices are regulated by chapter ATCP 132, Wis. Adm. Code, administered by the Bureau of Consumer Protection, Wisconsin Dept. of Agriculture, Trade and Consumer Protection, P.O. Box 8911, Madison, Wisconsin 53708-8911.

SHOP REPRESENTATIVE SIGNATURE

CUSTOMER SIGNATURE

ESTIMATE CHARGE

INTERNAL SUMMARY		FACTORY CLAIMS CHARGE	DESCRIPTION	AMOUNT
ACCT	CHARGE			
			TOTAL LABOR	196.00
			TOTAL PARTS	14.00
			GAS, OIL & GREASE	
			PAINT & BODY MATERIALS	
			SUBLET & TOWING	
			SUPPLIES	10.00
			SUB TOTAL	220.00
			SALES TAX	12.10
			TOTAL	232.10

slide out - 114.10 total

Shower unit

Crack is just over 1 foot long

Parent got a estimate on this









**Brenda Besteman**  
*Senior Liability Claims Representative*  
Telephone: 608.245.6892  
Facsimile: 608.852.8649  
bbesteman@wmmic.com

James Mielke  
Dodge County Administrator  
Dodge County  
127 E Oak St  
Juneau, WI 53039

October 7, 2016

RE: Maxine Paxson v. Dodge County  
Date of Loss: 8/1/2016  
Claim #: 2016084605  
Event #: 92558

Dear Mr. Mielke,

We received the above referenced claim on 10/3/2016. Following a review of the information and an investigation of the facts, it has been determined that Dodge County has no liability for this claim. Please have your Board issue a formal disallowance and provide a copy of this disallowance to WMMIC.

This claim will be closed on the date of receipt of the disallowance.

This document has been automatically attached to the event/claim record in Riskmaster for your reference.

Thank you for your assistance. Please contact me at 608-245-6892 if you have any questions.

Sincerely,

Brenda Besteman, AIC, ARM  
Senior Liability Claims Representative

CC: file

32; 1999 a. 150 s. 672; 2001 a. 16, 56, 61, 105; 2003 a. 33, 139, 321, 326; 2005 a. 25, 59, 204; 2007 a. 20; 2013 a. 107, 164; 2015 a. 55, 196.

**Cross-reference:** See ss. 69.01 (5), 69.12 (1), 69.14 (1) (h), 69.15 (1) (b), 69.16 (2), 69.17, 69.19, and 69.21 (4) (b) as to furnishing information to the state registrar of vital statistics.

**Cross-reference:** See s. 758.13 as to furnishing information to the judicial council.

**Cross-reference:** See ss. 753.30, 801.61, 809.15, 889.08, and 889.09 as to authenticating, certifying, and transmitting documents.

**Cross-reference:** See chs. 818 and 969 as to receiving bail.

**Cross-reference:** See ch. 756 as to performing duties with respect to jurors.

**Cross-reference:** See s. 757.40 as to care for the county law library.

**Cross-reference:** See ch. 814 as to taxing costs and collecting fees.

**Cross-reference:** See ch. 815 as to issuing executions and writs of assistance.

**Cross-reference:** See s. 885.01 as to issuing and signing subpoenas.

**Cross-reference:** See s. 779.07 as to keeping a lien docket.

When a clerk of court customarily supplied an affidavit form to persons claiming witness fees, the statutes, as well as custom and common sense, required the clerk to furnish the form affidavit for signing, and entitled the petitioner to expect that the service, routinely furnished others, would be available to him. *State ex rel. Hurley v. Schmidley*, 48 Wis. 2d 659, 180 N.W.2d 605 (1970).

Under s. 59.42 (1) [now 59.40 (3) (a)], a clerk retains discretion to refuse to file documents unless the fee is tendered, even though the standard may result in inconsistent policies among the counties. *Giese v. LIRC*, 153 Wis. 2d 212, 450 N.W.2d 489 (Ct. App. 1989).

The payment to a county under s. 59.42 (2) [now 59.40 (3) (b)] of interest earned on a condemnation award deposited with the clerk is not an unconstitutional taking. *Brongman v. Douglas County*, 164 Wis. 2d 718, 476 N.W.2d 611 (Ct. App. 1991).

The express powers to appoint and discharge deputies under this section are separate from those of the county and are not subject to a collective bargaining agreement entered into by the county. *Crawford County v. WERC*, 177 Wis. 2d 66, 501 N.W.2d 836 (Ct. App. 1993).

*Crawford County v. WERC* is restricted to its facts. Deputized employees, apart from a chief deputy, are exempt from the terms of collective bargaining agreements only to the extent that they are managerial or supervisory employees. *Eau Claire County v. AFSCME Local 2223*, 190 Wis. 2d 298, 526 N.W.2d 802 (Ct. App. 1994).

Removal by the clerk of court of an employee with dual employment status as deputy court clerk and judicial assistant from the judicial assistant position was not authorized by sub. (1). The removal was subject to the terms of a collective bargaining agreement. *Winnebago County v. Courthouse Employees Association*, 196 Wis. 2d 733, 540 N.W.2d 240 (Ct. App. 1995), 94–2504.

For a paper to be filed, it must be properly deposited with the clerk under s. 59.40 (2). “Properly” connotes complying with formality or correctness, but is not susceptible to exact definition. Delivery of papers to the clerk at his home after business hours was too far removed from legislative guidelines to be considered “properly deposited.” *Granado v. Sentry Insurance*, 228 Wis. 2d 794, 599 N.W.2d 62 (Ct. App. 1999), 98–3675.

Except for their elected superior’s power to appoint and discharge, chief deputies are subject to the Municipal Employment Relations Act, ss. 111.70 to 111.77, and are not excluded from a collective bargaining unit as a matter of law. *Oncida County v. WERC*, 2000 WI App 191, 238 Wis. 2d 763, 618 N.W.2d 891, 00–0466.

When read in conjunction with s. 32.05 (7) (d), sub. (3) (c) empowers a circuit judge to veto the clerk’s authority to invest a condemnation award and to direct the clerk to transfer the award from the clerk’s control into a private account for the benefit of the persons named in the award or to otherwise invest the funds for the benefit of those persons. Sub. (3) (c) empowers a circuit judge not only to veto the clerk’s authority to invest and control the interest on condemnation awards but also to veto the clerk’s authority over “certain” other funds deposited with the clerk, so long as the funds relate to a case before the judge’s court. *HSBC Realty Credit Corporation v. City of Glendale*, 2007 WI 94, 303 Wis. 2d 1, 735 N.W.2d 77, 05–1042.

*Granado* holds that the court clerk as a constitutional officer has the discretion to adopt a policy, as long as the policy complies with the statutory guidelines indicating when and where the clerk’s duties should be performed. In his or her discretion, the clerk may adopt a policy that is flexible or one that restricts filings to regular business hours. *Hartford Citizens for Responsible Government v. City of Hartford Board of Zoning Appeals*, 2008 WI App 107, 313 Wis. 2d 431, 756 N.W.2d 454, 07–1265.

A county civil service ordinance enacted under s. 59.07 (20) [now 59.52 (8)] or a collective bargaining agreement under s. 111.70, establishing a procedure to be followed prior to discharge of a classified employee, supersedes and modifies s. 59.38 (1) [now s. 59.40 (1) (a)]. 63 Atty. Gen. 147.

Clerks of court may not send original records of criminal cases to the public defender prior to appeal unless a judge authorizes the release. 69 Atty. Gen. 63.

**59.41 Not to act as attorney.** No person acting as clerk of any circuit court in this state may practice as an attorney or solicitor in the court in which the person is acting as clerk; and the person shall not be eligible for the office of municipal judge during the time that the person holds the office of the clerk.

**History:** 1977 c. 305, 449; 1995 a. 201 s. 323; Stats. 1995 s. 59.41.

**59.42 Corporation counsel.** (1) CORPORATION COUNSEL; CERTAIN COUNTIES. (a) Except as provided under par. (b), in counties not having a population of 500,000 or more, the board may employ a corporation counsel, and fix the salary of the corporation counsel. The corporation counsel appointed under this paragraph may be terminated at any time by a majority vote of all the members of the board.

(b) In any county with a county executive or county administrator, the county executive or county administrator shall have the authority to appoint and supervise the corporation counsel if the board authorizes the establishment of the office of corporation counsel. Such appointment shall be subject to confirmation by the board unless the board, by ordinance, elects to waive confirmation or unless the appointment is made under a civil service system competitive examination procedure established under s. 59.52 (8) or ch. 63. The corporation counsel may be removed by the county executive or county administrator with the concurrence of the board unless the corporation counsel is appointed under such an examination procedure.

(c) The corporation counsel may, when authorized by a majority of the board, appoint one or more assistant corporation counsels to aid the corporation counsel in the performance of the duties of corporation counsel. The assistants so appointed shall have authority to perform all the duties of the corporation counsel. The duties of the corporation counsel shall be limited to civil matters and may include giving legal opinions to the board and its committees and interpreting the powers and duties of the board and county officers. Whenever any of the powers and duties conferred upon the corporation counsel are concurrent with similar powers or duties conferred by law upon the district attorney, the district attorney’s powers or duties shall cease to the extent that they are so conferred upon the corporation counsel and the district attorney shall be relieved of the responsibility for performing such powers or duties. Opinions of the corporation counsel on all such matters shall have the same effect as opinions of the district attorney. The corporation counsel may request the attorney general to consult and advise with the corporation counsel in the same manner as district attorneys as provided by s. 165.25 (3).

(2) CORPORATION COUNSEL IN SPECIAL COUNTIES; APPOINTMENT, DISMISSAL AND DUTIES. (a) In a county with a population of 500,000 or more there is created the office of corporation counsel, and such deputy corporation counsels, assistants, stenographers and clerks at such salaries as are authorized by the board. The corporation counsel and deputy and assistant corporation counsels shall be attorneys at law licensed to practice in this state. All such offices and positions shall be in the classified civil service of the county except the corporation counsel, who is in the unclassified service. The corporation counsel shall be appointed by the county executive, with the concurrence of a majority of the board and shall not serve at the pleasure of the county executive. Any incumbent corporation counsel serving on August 1, 1990, shall retain that position and title until a new appointee is confirmed by the board. The corporation counsel may be dismissed at any time by the county executive with the concurrence of a majority of the members–elect of the board. The corporation counsel may also be dismissed at any time by a majority vote of the board. If the county executive vetoes an action by the board to dismiss the corporation counsel, the board may override the veto by a two–thirds vote of the members–elect of the board. The corporation counsel shall appoint deputies, assistants and clerical and stenographic help. Deputy corporation counsels shall have, according to their rank and seniority, the powers and duties of the corporation counsel in his or her absence or disability. The corporation counsel and deputy corporation counsels shall take and file the constitutional oath of office.

(b) The duties of the corporation counsel and assistant corporation counsels shall be, without limitation because of enumeration, to:

1. Prosecute and defend all civil actions, proceedings, applications and motions in any court, commission, board, tribunal or body in any jurisdiction of this or other states or of the nation in which the county or any board, commission, committee or officer thereof is interested or a party by virtue of the office; and shall in like manner represent or assist in representing the state, or any commission, board, agency or tribunal of the state, in such civil actions or proceedings when requested to do so by the attorney

general or when the district attorney of the county is required by any statute to do so.

2. Give advice to the board, county park commission, county department under s. 46.215 or 46.22 and other departments, boards, commissions, committees, agencies or officers of the county, when requested, in all civil matters in which the county or state is interested or relating to the discharge of the official duties of such departments, boards, commissions, committees, agencies or officers; examine all claims against the county for officers', interpreters', witnesses' and jurors' fees in civil actions and examinations, when presented to the county board of supervisors, and report in writing thereto as to the liability of the county for any and all claims of whatever nature filed against it; and act as legislative counsel for the county board of supervisors when so authorized by it.

3. Serve as legal adviser to the county highway commissioner and county highway committee, draw all papers required in the performance of their duties and attend to all civil legal matters in and out of court where the commissioner or committee is a party or wherein the acquisition of lands for state or county highway purposes is concerned.

4. Perform all duties in connection with civil matters relating to the county or any agency, board, commission or officer thereof or to the state within the county that are imposed by any statute upon the district attorney of the county and for such purposes the term "district attorney" wherever it appears in the statutes relating to duties of a civil nature shall, with regard to counties containing a population of 500,000 or more, mean the corporation counsel. Opinions of the corporation counsel shall have the same force and effect as opinions of the district attorney except that in matters relating to elections the district attorney shall have the right of review. After May 17, 1957, the district attorney's powers and duties as to civil matters shall cease to the extent that they are conferred upon the corporation counsel and the district attorney shall be relieved of the responsibility of performing such duties. The corporation counsel may request the attorney general to consult and advise with the corporation counsel in the same manner as district attorneys under s. 165.25 (3).

5. Review and countersign all contracts to verify that the contracts comply with all statutes, rules, ordinances, and the county's ethics policy. This subdivision applies only in a county with a population of 750,000 or more.

**(3) CORPORATION COUNSEL; ATTORNEY DESIGNEE.** In lieu of employing a corporation counsel under sub. (1) or in addition to employing a corporation counsel under sub. (1) or (2) (a), a board shall designate an attorney to perform the duties of a corporation counsel as the need arises. Two or more counties may jointly designate an attorney to perform the duties of a corporation counsel. If an attorney has been designated to perform the duties of a corporation counsel, that person may exercise any powers and perform any duties of the corporation counsel.

**History:** 1995 a. 201 ss. 158, 324, 329, 330, 332, 333; 2011 a. 62.

Under s. 59.07 (44) [now 59.42 (1)], a corporation counsel may apprise a county board of the consequences, both civil and criminal, that result from specific actions of the board. *State v. Davis*, 63 Wis. 2d 75, 216 N.W.2d 31 (1974).

A corporation counsel should provide legal advice and representation to ss. 51.42/51.437 boards, as well as to the county board. 63 Atty. Gen. 468.

Appointment, supervision, and removal of a corporation counsel is discussed. 72 Atty. Gen. 161.

In a county with a population of under 500,000 with a county executive and a salaried corporation counsel, the county board may retain the services of a private attorney to provide legal services in civil matters to the county board and human resources department. The county board must authorize, approve, and establish the parameters for such contracts; contract negotiation and administration are duties performed by the county executive. OAG 1-13.

### 59.43 Register of deeds; duties, fees, deputies.

**(1b) DEFINITION.** In this section, "book," if automated equipment is used, may include forms, tab or computer printed sheets as well as cards and other supply forms which although processed separately may be bound after preparation.

**(1c) REGISTER OF DEEDS; DUTIES.** Subject to sub. (1m), the register of deeds shall:

(a) Record or cause to be recorded in suitable books to be kept in his or her office, correctly and legibly all deeds, mortgages, instruments, and writings authorized by law to be recorded in his or her office and left with him or her for that purpose, provided the documents have plainly printed or typewritten on the document the names of the grantors, grantees, witnesses, and notary. The register of deeds shall record or file or cause to be recorded or filed all plats and certified survey maps that are authorized to be accepted for recording or filing in his or her office. Any county, by a resolution adopted by the board, may combine the separate books or volumes for deeds, mortgages, miscellaneous instruments, attachments, lis pendens, sales and notices, certificates of organization of corporations, plats, or other recorded or filed instruments or classes of documents as long as separate indexes may be produced. Notwithstanding any other provisions of the statutes, any county adopting a system of microfilming or like process or a system of recording documents by optical imaging or electronic formatting under ch. 228 may substitute the headings, reel, disc, or electronic file name and microfilm image (frame) for volume and page where recorded and different classes of instruments may be recorded, reproduced, or copied on or transferred to the same reel, disc, or electronic file or part of a reel or disc. All recordings made prior to June 28, 1961, that would have been valid under this paragraph, had this paragraph then been in effect, are validated by this paragraph.

(b) Perform the duties that are related to vital statistics under ss. 69.05 and 69.07.

(c) State upon the record of any conveyance of real estate the real estate transfer fee paid or, if the conveyance is not subject to a fee, the reason for the exemption, citing the relevant subsection of s. 77.25.

(d) Keep safely and maintain the documents, images of recorded documents and indexes mentioned in this section and in s. 84.095 in the manner required.

(e) Endorse upon each instrument or writing received by the register for record a certificate of the date and time when it was received, specifying the day, hour and minute of reception, which shall be evidence of such facts. Instruments shall be recorded in the order in which they are received.

(f) Endorse plainly on each instrument a number consecutive to the number assigned to the immediately previously recorded or filed instrument, such that all numbers are unique for each instrument within a group of public records that are kept together as a unit and relate to a particular subject.

(g) Safely keep and return to the party entitled thereto, on demand within a reasonable time, every instrument that is left with the register for record not required by law to be kept in the register's office.

(h) Register, file and index all marriages contracted, deaths and births occurring in the county.

(i) Make and deliver to any person, on demand and upon payment of the required fees, a certified copy, with the register's official seal affixed, of any record, paper, file, map or plat in the register's office.

(j) File and safely keep in the register's office all of the records, documents and papers of any post of the Grand Army of the Republic and of any historical society in the register's county.

(k) Keep an index of all organizational documents of corporations, fraternal societies, religious organizations, associations and other entities, and all amendments of such documents, that are allowed or required by law to be filed or recorded in the register's office. The index shall access the documents by the names of the corporations, fraternal societies, religious organizations, associations and other entities, and shall contain a reference to the document number or volume and page number where the documents are filed or recorded in the register's office.

(L) Record all documents pertaining to security interests, as defined in s. 401.201 (2) (t), that are required or authorized by law

KAREN J. GIBSON  
Dodge County Clerk  
[kgibson@co.dodge.wi.us](mailto:kgibson@co.dodge.wi.us)



SHELBY J. MILLER  
Chief Deputy  
[smiller@co.dodge.wi.us](mailto:smiller@co.dodge.wi.us)

Administration Building  
127 East Oak Street, Juneau WI 53039  
920-386-3605 / Fax: 920-386-4292

CHRISTINE M. KJORNES  
Deputy  
[ckjornes@co.dodge.wi.us](mailto:ckjornes@co.dodge.wi.us)

---

MEMO TO: Executive Committee

FROM: Karen J. Gibson, County Clerk *KJ*

RE: Items for December 20, 2016 Dodge County Board Meeting

DATE: November 30, 2016

As of November 30<sup>th</sup> I have received the following items for the agenda for the December 20<sup>th</sup> County Board meeting.

**Special Orders of Business:**

- Appointments of Jeff Caine, Thaddeus Pyrek and Mark Hanson to the Monarch Library System Board by the County Administration.
- Re-appointments of Daniel Klossner, Roger Gorst, Harold Zastrow, Mary Ann Miller and Kristin Fabisch as members of the Board of Directors on the Friends of Clearview Committee by the County Board Chairman.
- 4-H Key Awards

**Resolutions:**

I have received a Resolution signed by Supervisor Marsik and a Report from the Planning, Development and Parks Department to amend the Town of Lowell Zoning Ordinance.

I anticipate receiving four Resolutions from the Highway Committee for vehicle purchases.

**11/30/16 Working Draft of proposed:**

**Partnership Agreement Between Dodge County, the Jefferson County Economic Development Consortium, and Glacial Heritage Development Partnership**

THIS AGREEMENT (the “Agreement”) is made by and between the Jefferson County Economic Development Consortium (the “JCEDC”), Glacial Heritage Development Partnership (“GHDP”), and Dodge County, Wisconsin (the “County”).

WHEREAS, the JCEDC was formed in 2003 and consists of the following member communities: Jefferson County, Cambridge, Fort Atkinson, Jefferson, Johnson Creek, Lake Mills, Waterloo, Watertown, and Whitewater; and,

WHEREAS, the JCEDC serves as the lead economic development organization in the Jefferson County area and was formed to achieve the economic development goals of the area; and,

WHEREAS, the JCEDC has created a new public-private nonprofit organization, GHDP, to lead and coordinate the area’s strategic efforts in economic development; and,

WHEREAS, GHDP will contract with the JCEDC for staff to manage implementation of GHDP’s 5-year plan, the 2017-2022 Strategic Plan, throughout the region; and,

WHEREAS, the 2017-2022 Strategic Plan has four distinct areas of focus:

1. Business: Grow Businesses, Capital Investment and Employment Opportunities;
2. Workforce: Attract, Develop, and Align Talent;
3. Build Capacity: Grow the GHDP’s capacity to execute professional economic development programs and services;
4. Marketing: Raise awareness of the area’s assets to attract business investment, talent, and visitors with discretionary dollars.

In order to implement these goals GHDP intends to secure funding via a capital campaign; and,

WHEREAS, the County desires to promote economic development throughout Dodge County; and,

WHEREAS, the County, the JCEDC, and GHDP, recognize the benefits of taking a regional approach to economic development; and,

WHEREAS, GHDP is willing to provide economic development services and expand the scope of the 2017-2022 Strategic Plan to include Dodge County; and,

WHEREAS, entering into this Agreement with the JCEDC and GHDP will supplement the County’s existing work on economic development;

NOW, THEREFORE, it is hereby agreed by and between the JCEDC, GHDP, and the County, as follows:

1. Purpose. The parties desire to work together to coordinate and advance economic development throughout the Jefferson and Dodge County region.

2. Effective Date. This Agreement shall become effective on the date of last signature below, but no later than March 31, 2017, and shall continue through December 31, 2021, unless terminated in accordance with the provisions of Section 9 herein.

3. Payment. The County shall pay to the JCEDC a lump sum of \$85,000 annually from 2017 through 2021. The first payment shall be made within thirty (30) days of the effective date of this Agreement, with annual payments to be made on or before \_\_\_\_\_, each year thereafter. Payment shall be sent to: 864 Collins Road, Jefferson, WI 53549

The funds paid by the County under this Section shall be limited to use by the JCEDC to carry out activities and programming in Dodge County, as directed by GHDP.

4. Obligations of the JCEDC.

- A. The JCEDC staff members, under contract with and at the direction of GHDP, shall provide economic development services to all of Dodge County. Services provided shall include, but are not limited to, the following:
- i. Business Retention and Expansion visits. Professional economic development staff will conduct targeted visits with up to 30 of Dodge County's primary employers in year one to ascertain barriers to growth and identify key local assets utilized by employers. Said visits shall assist the JCEDC staff in forming an economic development plan for the work to be completed in Dodge County during years two through five of this Agreement;
  - ii. Direct Expansion Assistance. Provide professional, timely and appropriate assistance to businesses considering new capital investments in Dodge County;
  - iii. Coordinate with regional entities to provide marketing and outreach that supports new business investments in Dodge County;
  - iv. Work with Dodge County Planning and others to compile an asset inventory of sites, buildings, and other resources that are in place to support business growth within Dodge County, and identify gaps that would serve as the basis for future asset development work;
  - v. Promote Dodge County's business assets on the GHDP Website and in outreach and marketing materials;
  - vi. Assist with the development of marketing materials for business attraction to Dodge County;
  - vii. Assist and coordinate with development of a Prospect Identification process designed to identify businesses in targeted industry sectors in Dodge County;
  - viii. Work with Dodge County Planning to ensure accurate demographic data, and information on available sites and buildings, are current and that all pertinent data is posted on appropriate websites.

ix. Talent Attraction. Assist and coordinate in the development and implementation of a marketing strategy designed to attract workers to Dodge County.

B. The JCEDC staff, under contract with GHDP, within one (1) year from the execution of this Agreement, shall prepare an economic development plan for Dodge County.

5. Obligations of GHDP.

A. GHDP, in its bylaws, shall provide that the County has one permanent seat on the GHDP Board of Directors. The chair of the Dodge County Board of Supervisors shall annually appoint one (1) individual, and one (1) alternate, to fill the seat on the GHDP Board of Directors.

B. GHDP shall, within fourteen (14) months of execution of this Agreement, amend its 2017-2022 Strategic Plan to include the economic development plan created by the JCEDC for Dodge County.

C. GHDP shall work with the Executive Committee of the Dodge County Board of Supervisors and business leaders, on an annual basis, to determine which specific services will be provided to the County and which areas of concern the County desires to focus on, within the framework of services performed by JCEDC.

i. This shall be discussed at a regularly scheduled meeting of the Executive Committee, with the first discussion to take place in September 2017.

6. Obligations of the County.

A. The County shall work cooperatively with GHDP and the JCEDC staff in arranging and coordinating meetings with local businesses and professionals, including finding locations and setting up for the meetings.

B. The County shall provide an office space, as an in kind donation, for the JCEDC staff to utilize while providing services in Dodge County.

i. The office shall be located in the Land Resources and Parks Department on the 3<sup>rd</sup> Floor of the Dodge County Administration Building, 127 E. Oak Street, Juneau, WI 53039;

ii. The JCEDC staff shall be responsible for having his or her own computer, or other electronic device, and telephone.

7. Reports.

A. GHDP shall provide semi-annual reports to the Dodge County Administrator, the Chair of the Dodge County Board of Supervisors, and the Dodge County Executive

Committee regarding GHDP's activities that period, including aggregate data, and anticipated action for the upcoming period.

- i. GHDP shall prepare such reports and cause them to be received by County not later than the 5<sup>th</sup> day of the month that is six (6) months from the date this Agreement is executed; and on a semi-annual basis, thereafter.
- ii. Reports shall set forth a detailed description of the economic development services that GHDP provided to the County including aggregate reports on existing business visits; on expansion assistance requests; on actions taken to address barriers and opportunities identified, and on progress towards building and then promoting business-related assets.

B. GHDP shall provide annual written and oral reports to the Dodge County Board of Supervisors each September, commencing September 2017.

8. Independent Contractors. It is mutually agreed and understood that the JCEDC staff members, including those providing specific services to the County, are at all times acting and performing as independent contractors. Nothing in this Agreement shall be construed to create an employer-employee relationship between the JCEDC staff members and the County.

9. Termination. This Agreement may be terminated by either party upon six (6) months written notice to the non-terminating party.

10. Severability. The terms of this Agreement are severable and any determination by any court or agency having jurisdiction over the subject matter of this Agreement that results in the invalidity of any part shall not affect the remainder of the Agreement.

11. Amendments. This Agreement may be revised, modified, or amended only upon written agreement of the Parties. All modifications, amendments, or alterations shall be set forth in writing and made a part of this Agreement by incorporated reference.

12. Governing Law & Forum. This Agreement shall be governed by the laws of the State of Wisconsin. Venue as to any dispute that may arise under this Agreement shall be in the Circuit Court of Dodge County, Wisconsin.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

14. Entire Agreement. This Agreement constitutes the entire agreement among the parties hereto with respect to the subject matter hereof. Any and all prior and contemporaneous agreements, representations and understandings of the parties with respect to the subject matter of this Agreement, oral or written, are superseded by this Agreement.



15. Assignment. The parties agree that there shall be no assignment or transfer of this Agreement, nor any interests, rights or responsibilities contained herein, except as agreed to in writing.

IN WITNESS WHEREOF, GHDP, the JCEDC, and the County certify that this Agreement has been duly approved by their respective governing bodies in accordance with State and local laws, rules, and regulations, and each has caused their duly authorized officers to execute this Agreement on the dates indicated below.

**Glacial Heritage Development Partnership**

By: \_\_\_\_\_  
Matt Mauthe  
Chair  
Glacial Heritage Development Partnership

Date: \_\_\_\_\_

**Jefferson County Economic Development Consortium**

By: \_\_\_\_\_  
John David  
Chair  
Jefferson County Economic Development Consortium

Date: \_\_\_\_\_

**Dodge County, Wisconsin**

By: \_\_\_\_\_  
Russell Kottke  
Chair  
Dodge County Board of Supervisors

Date: \_\_\_\_\_

By [Door County Pulse](#), [Peninsula Pulse](#) – November 22nd, 2016

-  Share
-  Tweet
-  Pin
-  Share
-  LinkedIn
-  Reddit
-  Email

11/28/16  
F.Y.I.

By *Curt Witynski*

A diverse group of Wisconsin cities, villages and counties have joined with the Department of Natural Resources and several nonprofit organizations to help each other advance sustainability goals. The group, which was first created in 2010, is known as Green Tier Legacy Communities (GTLC). This network of local governments focuses on promoting environmental stewardship, economic growth, public health and social equity.

### **Put in order**

Today, the association includes the following 13 cities and villages: Appleton, Ashland, Bayfield, Bayside, Eau Claire, Fitchburg, La Crosse, Middleton, Monona, Port Washington, Sheboygan, Weston, Wisconsin Rapids, as well as the counties of Bayfield, Eau Claire, La Crosse and Sheboygan. GTLC participants receive advisory and collaborative support from the Department of Natural Resources, the League of Wisconsin Municipalities, the Wisconsin Counties Association, 1,000 Friends of Wisconsin, UW-Madison's Center on Wisconsin Strategies, the Wisconsin Energy Conservation Corporation, and other organizations.

The group meets quarterly and shares information, resources and ideas. The participating local governments regularly collaborate on projects, activities and grant applications. For example, GTLC recently joined with the University of Wisconsin–Madison UniverCity Alliance Program, (a partnership initiative with local communities) to apply for a grant from the UW School of Medicine and Public Health to improve health and address health disparities within GTLC's membership. GTLC's application has advanced to the third and final round. The group is likely to receive up to \$1 million in funding in a five-year period. The money is to be used to encourage and provide assistance to municipalities and counties within GTLC to implement policies and practices that incorporate health and health equity considerations into local government decision-making, which is known as a "health in all policies" framework.

GTLC is open to all Wisconsin cities, villages and counties. To join, a local government's governing body must adopt a resolution expressing its intent to join GTLC. The benefits of membership include access to the resources and expertise of collaborating nonprofit organizations, access to a single point of contact within the DNR along with agency technical assistance, networking opportunities with other innovative municipalities and counties across the state, access to the monthly Sustainable Strategies Webinar Series for Municipal Professionals, and use of the Green Tier Logo for promotional use. Another critical benefit is that members receive additional points on certain state grant applications, including Urban Forestry grants, Urban Nonpoint Source & Storm Water Management grants; and the Wisconsin State Energy Office on the Municipal Energy Efficiency Technical Assistance Program grants.

The cost of participating in GTLC is minor. There are no initial fees. There are no ongoing membership fees. The only cost is the time and resources local government staff and officials devote to participating in the program. At a minimum, members are expected to participate in the group's quarterly meetings. An executive committee meets monthly to plan the quarterly meetings and recommend activities the group may want to engage in. The entire membership votes on whether to pursue particular activities.

The Green Tier Legacy Communities Charter provides opportunities for local governments to share information, have face-to-face engagement with DNR staff, and strive together to accomplish superior environmental

performance. For more information on the Green Tier Legacy Communities Charter, contact Laurel Sukup, DNR, at 608.267.6817 or [Laurel.Sukup@Wisconsin.gov](mailto:Laurel.Sukup@Wisconsin.gov).

More information on GTLC is available at the following websites:  
[dnr.wi.gov/topic/greentier/participants/legacycommunities.html](http://dnr.wi.gov/topic/greentier/participants/legacycommunities.html); [greentiercommunities.org](http://greentiercommunities.org).



Curt Witynski

*Curt Witynski is assistant director of the League of Wisconsin Municipalities. His primary responsibility at the League of Wisconsin Municipalities is to represent the interests of Wisconsin cities and villages in the state capitol. He writes the Legislative Bulletin and Capitol Buzz for municipal officials when the legislature is in session. He holds degrees from Carthage College and the University of Wisconsin Law School. He is a former member of the City of Madison Zoning Board of Appeals.*

*The Climate Corner is a monthly column featuring a variety of writers from around the state and Door County addressing various aspects of the challenges and opportunities climate change presents. The column is sponsored by the Climate Change Coalition of Door County, which is dedicated to "helping to keep our planet a cool place to live." The Coalition is always open to new members and ideas. Contact the Coalition at [climatechange.doorcounty@gmail.com](mailto:climatechange.doorcounty@gmail.com).*

## Related Articles



- [Going Native: Another Invasive, Another Task](#)

- [Peninsula Pride Farms Awarded Watershed Protection Grant](#)