



GREEN LAKE COUNTY

571 County Road A, Green Lake, WI 54941

Original Post Date: 04/05/2018

Amended* Post Date:

**The following documents are included in the packet for the
Judicial Law Committee on April 11, 2018:**

- 1) Agenda
- 2) Draft minutes from 03/14/2018
- 3) Increase in Coroner's Fees
- 4) Government Obligation Contract between Green Lake County and
Kansas State Bank
- 5) Department Reports
- 6) Monthly Sheriff Reports
- 7) Lexipol Policies



JUDICIAL/LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

Judicial/Law Enforcement and Emergency Management Committee

Meeting Notice

Date: April 11, 2018 Time: 5:00 PM
Green Lake County Government Center,
County Board Room, 571 County Rd A, Green Lake WI

AGENDA

Committee Members

Michael Starshak,
Chairman
Larry Jenkins, Vice-
Chair
Sue Wendt
Peter Wallace

Lori Evans, Secretary

1. Call to Order
2. Certification of Open Meeting Law
3. Pledge of Allegiance
4. Agenda
5. Minutes: 03/14/18
6. Public Comments 3 Min Limit
7. Correspondence
8. Purchase Requests
9. Credit Card Approval
10. Resolutions/Ordinances
 - Increase in Coroner's Fees
 - Government Obligation Contract between Green Lake County and Kansas State Bank
11. Department Related Reports
 - Clerk of Courts
 - Circuit Court/Register in Probate
 - District Attorney
 - Coroner
 - Emergency Management
 - Sheriff's Office
12. Budget Adjustments
13. Monthly Sheriff Reports
14. Expense & Revenue Monthly Reports
15. Lexipol Law Enforcement Policy and Procedure
 - 808 Records Maintenance and Release
 - 810 Protected Information
16. Annual Inspection: pursuant Wis. Stat. §59.54 (15) the committee will recess for a tour of the County Jail Facility and sample the menu served to the prisoners.
17. Reconvene at the County Board Room to discuss the tour and meal
18. Future Meeting Dates: Regular Meeting May 9, 2018, at 5:00 pm
19. Future Agenda items for action & discussion:
20. Adjourn

Kindly arrange to be present, if unable to do so or if there are any changes, please notify Samantha at 4005.

Please note: Meeting area is accessible to the physically disabled. Anyone planning to attend who needs visual or audio assistance, should contact the County Clerk's Office, 294-4005, not later than 3 days before date Of the meeting.



JUDICIAL/LAW ENFORCEMENT AND EMERGENCY MANAGEMENT COMMITTEE

March 14, 2018

The regular Judicial/Law Enforcement and Emergency Management Committee meeting was called to order by Chairman Mike Starshak at 5:00 PM on March 14, 2018 in the County Board room of the Green Lake County Justice Center, 571 County Road A, Green Lake, WI. The requirements of the open meeting law were certified as being met.

Present: Michael Starshak – Chairman
Larry Jenkins – Vice Chairman
Peter Wallace
Sue Wendt

Others Present:

Mark Podoll – Sheriff	Andrew Christenson - DA
Sara Radloff – Clerk	Gary Podoll – Emergency Management
Mark Putzke – Chief Deputy	Amanda Thoma - Coroner
Dawn Klockow- Corp. Counsel	Harley Reabe – County Board Chairman
Robert Lyon – County Board Member	Attorney Kurt Simatic

PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was recited by the group.

AGENDA

Motion/Second (Wendt/Jenkins) to approve the amended agenda. All Ayes. Motion carried.

MINUTES

Motion/Second (Wallace/Jenkins) to approve the minutes of the February 14, 2018 meeting as presented. All Ayes. Motion carried.

PUBLIC COMMENTS

Erik Olmen came to the meeting and introduced himself. Erik explained why he was at the meeting and was in the process of earning his Citizenship Badge for Boy Scouts.

CORRESPONDENCE

Thank you to Corrections Officer Matt Thill from Ms. M. Lopez stating the Officer Thill was very professional, kind and addressed all of her concerns with a smile when she brought her nephew in to report to jail recently. She thanked us for having such a great officer.

Email from Corp. Counsel Klockow regarding how Committees should be handled in April.

PURCHASE REQUESTS

None

CREDIT CARD APPROVAL

None

RESOLUTIONS/ORDINANCES

None

DEPARTMENT RELATED REPORTS

Written reports were included in the packet from the Sheriff's Office, emergency Management Director and Coroner's Office. Oral reports were given by the DA, Coroner, Emergency Management Director, and the Sheriff. Chairman Starshak reminded Department heads to submit written Committee Reports.

ANNUAL REPORTS

Annual reports from the Sheriff's Office, Clerk of Circuit Court, Circuit Court, District Attorney, Coroner and Emergency Management that were all included in the packet were reviewed and discussed.

BUDGET ADJUSTMENTS

The Sheriff's office had one budget adjustment for Defibs. Donated Funds for Defibs are kept in a Committed Funds Account. The Budget Adjustment was discussed.

Motion/Second (Wendt/Jenkins) to approve the Budget Adjustment for Defibs in the Sheriff's Office as presented. All Ayes. Motion carried.

MONTHLY SHERIFF REPORTS

The monthly Sheriff's reports were reviewed and accepted.

EXPENSE AND REVENUE MONTHLY REPORTS

The monthly expense and revenue reports were reviewed and accepted.

CLOSED SESSION

Motion/second (Wallace/Wendt) to move into closed session per ss. 19.85(1)(g) to confer with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is involved. This closed session is in regard to Estate of Ryan Clark vs. County of Green Lake et al, Case No. 14-CV-1402. Roll Call vote: Wallace – Aye; Jenkins – Aye; Wendt – Aye; Starshak – Aye. Motion carried. Moved into closed session at 5:54 pm.

OPEN SESSION

Motion/second (Jenkins/Wallace) to move into open session. Roll Call vote: Wallace-Aye; Jenkins – Aye; Wendt – Aye; Starshak – Aye. Motion carried. Moved into open session at 5:38 p.m. It was announced that the Committee understands the issue as explained by the Sheriff.

LEXIPOL

Policies and procedures are created by the Sheriff and given to the Committee for input and review. No motions are required to approve them. The following Lexipol policies were discussed.

466 – Civil Disputes

467 – Crisis Intervention Incidents

1010 – Reporting of Employee Convictions

FUTURE MEETING DATE AND AGENDA ITEMS

The next regular meeting is set for April 11, 2018 at 5:00 p.m. in the County Board Room of the County Justice Center, 571 County Road A, Green Lake. Agenda items will be added for Drone Demo and Tour of Jail with meal for April 11, 2018 meeting.

ADJOURN

Meeting adjourned at 5:45 p.m.
Respectfully submitted,
Sara Radloff, Sheriff's Office Clerk

DRAFT

RESOLUTION NUMBER -2018

Establish Fees for Services Rendered by the Coroner

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 17th day of April 2018, does resolve as follows:

- 1 **WHEREAS**, the Green Lake County Coroner does charge certain fees for services
- 2 rendered as allowed per state statute and as established by the Green Lake County
- 3 Board of Supervisors, and
- 4 **WHEREAS**, per state statute a moratorium effective July 14, 2015 to April 17, 2017 was
- 5 placed on coroner fee increases, and
- 6 **WHEREAS**, per WI Stats §59.365 the moratorium on coroner fee increases is now lifted
- 7 allowing the County to increase the fee amounts annually by no more than the annual
- 8 percentage change in the U.S. consumer price index for all urban consumers, U.S. city
- 9 average, as determined by the U.S. department of labor, for the 12 months ending on
- 10 December 31 of the year before the increase.
- 11 Majority vote is needed to pass.

Roll Call on Resolution No. -2018

Submitted by Judicial/Law
Enforcement & Emergency
Management Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 17th
day of April 2018.

Michael Starshak, Chair

Larry Jenkins, Vice-chair

County Board Chairman

Sue Wendt

ATTEST: County Clerk
Approve as to Form:

Peter Wallace

Corporation Counsel

12 **NOW THEREFORE BE IT RESOLVED** that the Green Lake County Board of
13 Supervisors does hereby approve an increase to the fees as charged by the Green
14 Lake County Coroner at a rate of 2.1%, the CPI-U for the prior 12 months ending
15 December 31 as allowed per State Stats §59.365, effective April 18, 2018

16 **BE IT FURTHER RESOLVED** that the County Administrator, in coordination with the
17 County Coroner, is hereby authorized to adjust the coroner fees annually as allowed per
18 state statute.

RESOLUTION NUMBER -2018

**Government Obligation Contract between
Green Lake County and Kansas State Bank**

The County Board of Supervisors of Green Lake County, Green Lake, Wisconsin, duly assembled at its regular meeting begun on the 17th day of April, 2018, does resolve as follows:

- 1 **WHEREAS**, the County has determined that a true and very real need exists for the
- 2 acquisition of the Equipment described on Exhibit A of the Governmental Obligation
- 3 Contract dated as of April 1, 2018, between Kansas State Bank and Green Lake
- 4 County, a copy of which is attached hereto and incorporated by reference.

Fiscal note is attached.

Majority vote is needed to pass.

Roll Call on Resolution No. -2018

Submitted by Judicial/ Law
Enforcement Committee:

Ayes , Nays , Absent , Abstain

Passed and Adopted/Rejected this 17th
day of April, 2018.

Michael Starshak, Chair

Larry Jenkins

County Board Chairman

Sue Wendt

ATTEST: County Clerk
Approve as to Form:

Peter Wallace

Corporation Counsel

5 **WHEREAS**, the County has determined that the Governmental Obligation Contract,
6 substantially in the form presented and attached hereto, is in the best interests of the
7 County for the acquisition of the Equipment; and,

8 **WHEREAS**, the Equipment will be purchased through capital lease financing and the
9 total annual payment will need to be included in each year's budget; and,

10 **WHEREAS**, the County is required to upgrade the current 911 system to NextGen 911
11 by 2020.

12 **NOW THEREFORE BE IT RESOLVED**, that the County Board of Supervisors of Green
13 Lake County hereby approves entering into the Contract, and hereby designates and
14 authorizes County Administrator Catherine Schmit to execute and deliver the Contract
15 on the County's behalf with such changes deemed necessary by the Corporation
16 Counsel, and any related documents necessary to execute the transaction
17 contemplated by the Contract.

18 **BE IT FURTHER RESOLVED**, that the County Administrator shall budget a sufficient
19 sum in the 2018 budget, with payments commencing as of October 1, 2018.

20 **BE IT FURTHER RESOLVED**, that the County Administrator is charged with ensuring
21 that adequate funds are placed in subsequent budget years to ensure the County's
22 obligation on the Government Obligation Contract for the equipment is sufficiently
23 funded until the obligation is paid in full.

24 **FISCAL NOTE:** The estimated annual budget allocation is \$45,293.

DOCUMENTATION INSTRUCTIONS

The instructions listed below should be followed when completing the enclosed documentation. **Please print on single sided paper only.** Documentation completed improperly will delay funding. If you have any questions regarding the Conditions to Funding, instructions or the documentation, please call us at (877) 587-4054.

I. Attached Documentation

1. **Government Obligation Contract**
 - ◆ An authorized individual that is with the Obligor should sign on the first space provided.
2. **Exhibit A – Description of Equipment**
 - ◆ Review equipment description. Complete serial number/VIN if applicable.
 - ◆ List the location where the equipment will be located after delivery/installation.
3. **Exhibit B – Payment Schedule**
 - ◆ Sign and print name and title
4. **Exhibit C - Acceptance of Obligation**
 - ◆ Sign and print name and title
5. **Exhibit D - Obligor Resolution**
 - ◆ Type in the date of the meeting in which the purchase was approved.
 - ◆ Print or type the name and title of the individual(s) who is authorized to execute the Contract.
 - ◆ The secretary, chairman or other authorized board member of the Obligor must sign the Resolution where indicated.
 - ◆ A second authorized individual that is with the Obligor should attest the Resolution where indicated.
6. **Exhibit E - Officer's Certificate**
 - ◆ Sign and print name and title
 - ◆ Please list the Source of Funds for the Contract Payments.
7. **Exhibit F - Payment Request & Equipment Acceptance Form**
 - ◆ Do Not Return until you need to request funds from the Vendor Payable Account.
8. **Exhibit G - Signature Card**
 - ◆ Sign and print name and title
 - ◆ An additional individual may sign as an authorized individual, if desired.
9. **Exhibit H - Obligor Acknowledgement**
 - ◆ Complete information as indicated.
10. **Exhibit I - Bank Qualified Certificate**
 - ◆ Sign and print name and title
11. **Insurance Requirements**
 - ◆ Complete insurance company contact information where indicated.
12. **Debit Authorization – (Preferred)**
 - ◆ Complete form and attach a voided check
13. **8038G IRS Form**
 - ◆ Please read 8038 Review Form
 - ◆ In Box 2, type Employer Identification Number
 - ◆ Sign and print name and title

II. Condition to Funding

If, for any reason: (i) the required documentation is not returned by May 26, 2018, is incomplete, or has unresolved issues relating thereto, or (ii) on, or prior to the return of the documentation, there is a change of circumstance, including but not limited to changes in the federal corporate income tax rate or reducing/capping the tax-exempt interest benefit, which adversely affects the expectations, rights or security of the Obligee or its assignees; then Obligee or its assignees reserve the right to withdraw/void its offer to fund this transaction in its entirety. *Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934.*

All documentation should be returned to:

KS StateBank
2627 KFB Plaza STE 202E
Manhattan, Kansas 66503

GOVERNMENT OBLIGATION CONTRACT

Obligor

Green Lake County, Wisconsin
571 County Road A
Green Lake, Wisconsin 54941

Obligee

KS StateBank
1010 Westloop; P.O. Box 69
Manhattan, Kansas 66505-0069

Dated as of April 1, 2018

This Government Obligation Contract dated as of the date listed above is between Obligee and Obligor listed directly above. Obligee desires to finance the purchase of the Equipment described in Exhibit A to Obligor and Obligor desires to have Obligee finance the purchase of the Equipment subject to the terms and conditions of this Contract which are set forth below.

I. Definitions

Section 1.01 Definitions. The following terms will have the meanings indicated below unless the context clearly requires otherwise:

"Additional Schedule" refers to the proper execution of additional schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by the Obligee all of which relate to the financing of additional Equipment.

"Budget Year" means the Obligor's fiscal year.

"Commencement Date" is the date when Obligor's obligation to pay Contract Payments begins.

"Contract" means this Government Obligation Contract and all Exhibits attached hereto, all addenda, modifications, schedules, refinancings, guarantees and all documents relied upon by Obligee prior to execution of this Contract.

"Contract Payments" means the payments Obligor is required to make under this Contract as set forth on Exhibit B.

"Contract Term" means the Original Term and all Renewal Terms.

"Exhibit" includes the Exhibits attached hereto, and any "Additional Schedule", whether now existing or subsequently created.

"Equipment" means all of the items of Equipment listed on Exhibit A and any Additional Schedule, whether now existing or subsequently created, and all replacements, restorations, modifications and improvements.

"Government" as used in the title hereof means a State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended ("Code"), or a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.

"Obligee" means the entity originally listed above as Obligee or any of its assignees.

"Obligor" means the entity listed above as Obligor and which is financing the Equipment through Obligee under the provisions of this Contract.

"Original Term" means the period from the Commencement Date until the end of the Budget Year of Obligor.

"Partial Prepayment Date" means the first Contract Payment date that occurs on or after the earlier of (a) the twenty-four month (24) anniversary of the Commencement Date or (b) the date on which Obligor has accepted all the Equipment and all amounts have been disbursed from the Vendor Payable Account to pay for the Equipment.

"Purchase Price" means the total cost of the Equipment, including all delivery charges, installation charges, legal fees, financing costs, recording and filing fees and other costs necessary to vest full, clear legal title to the Equipment in Obligor, subject to the security interest granted to and retained by Obligee as set forth in this Contract, and otherwise incurred in connection with the financing of this Equipment.

"Renewal Term" means the annual term which begins at the end of the Original Term and which is simultaneous with Obligor's Budget Year and each succeeding Budget Year for the number of Budget Years necessary to comprise the Contract Term.

"State" means the state in which Obligor is located.

"Surplus Amount" means any amount on deposit in the Vendor Payable Account on the Partial Prepayment Date.

"Vendor Payable Account" means the separate account of that name established pursuant to Section X of this Contract.

II. Obligor Warranties

Section 2.01 Obligor represents, warrants and covenants as follows for the benefit of Obligee or its assignees:

- (a) Obligor is an "issuer of tax exempt obligations" because Obligor is the State or a political subdivision of the State within the meaning of Section 103(a) of the Internal Revenue Code of 1986, as amended, (the "Code") or because Obligor is a constituted authority or district authorized to issue obligations on behalf of the State or political subdivision of the State within the meaning of Treasury Regulation 1.103-1(b), or a qualified volunteer fire company within the meaning of section 150(e)(1) of the Code.
- (b) Obligor has complied with any requirement for a referendum and/or competitive bidding.
- (c) Obligor has complied with all statutory laws and regulations that may be applicable to the execution of this Contract; Obligor, and its officer executing this Contract, are authorized under the Constitution and laws of the State to enter into this Contract and have used and followed all proper procedures of its governing body in executing and delivering this Contract. The officer of Obligor executing this Contract has the authority to execute and deliver this Contract. This Contract constitutes a legal, valid, binding and enforceable obligation of the Obligor in accordance with its terms.
- (d) Obligor shall use the Equipment only for essential, traditional government purposes.
- (e) Should the IRS disallow the tax-exempt status of the interest portion of the Contract Payments as a result of the failure of the Obligor to use the Equipment for governmental purposes, or should the Obligor cease to be an issuer of tax exempt obligations, or should the obligation of Obligor created under this Contract cease to be a tax exempt obligation for any reason, then Obligor shall be required to pay additional sums to the Obligee or its assignees so as to bring the after tax yield on this Contract to the same level as the Obligee or its assignees would attain if the transaction continued to be tax-exempt.
- (f) Obligor has never non-appropriated funds under a contract similar to this Contract.
- (g) Obligor will submit to the Secretary of the Treasury an information reporting statement as required by the Code.
- (h) Upon request by Obligee, Obligor will provide Obligee with current financial statements, reports, budgets or other relevant fiscal information.
- (i) Obligor shall retain the Equipment free of any hazardous substances as defined in the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. as amended and supplemented.
- (j) Obligor hereby warrants the General Fund of the Obligor is the primary source of funds or a backup source of funds from which the Contract Payments will be made.
- (k) Obligor presently intends to continue this Contract for the Original Term and all Renewal Terms as set forth on Exhibit B hereto. The official of Obligor responsible for budget preparation will include in the budget request for each Budget Year the Contract Payments to become due in such Budget Year, and will use all reasonable and lawful means available to secure the appropriation of money for such Budget Year sufficient to pay the Contract Payments coming due therein. Obligor reasonably believes that moneys can and will lawfully be appropriated and made available for this purpose.
- (l) Obligor has selected both the Equipment and the vendor(s) from whom the Equipment is to be purchased upon its own judgment and without reliance on any manufacturer, merchant, vendor or distributor, or agent thereof, of such equipment to the public.
- (m) Obligor owns free and clear of any liens any additional collateral pledged, subject only to the lien described herein; Obligor has not and will not, during the Contract Term, create, permit, incur or assume any levies, liens or encumbrances of any kind with respect to the Equipment and any additional collateral except those created by this Contract.

III. Acquisition of Equipment, Contract Payments and the Purchase Option Price

Section 3.01 Acquisition and Acceptance. Obligor shall be solely responsible for the ordering of the Equipment and for the delivery and installation of the Equipment. The Payment Request and Equipment Acceptance Form must be signed by the same authorized individual(s) who signed the Signature Card, Exhibit G. By making a Contract Payment after its receipt of the Equipment pursuant to this Contract, Obligor shall be deemed to have accepted the Equipment on the date of such Contract Payment for purposes of this Contract. All Contract Payments paid prior to delivery of the Payment Request and Equipment Acceptance Form shall be credited to Contract Payments as they become due as shown on the Contract Payment Schedule attached as Exhibit B hereto.

Section 3.02 Contract Payments. Obligor shall pay Contract Payments exclusively to Obligee or its assignees in lawful, legally available money of the United States of America. The Contract Payments shall be sent to the location specified by the Obligee or its assignees. The Contract Payments shall constitute a current expense of the Obligor and shall not constitute an indebtedness of the Obligor. The Contract Payments, payable without notice or demand, are due as set forth on Exhibit B. Obligee shall have the option to charge interest at the highest lawful rate on any Contract Payment received later than the due date for the number of days that the Contract Payment(s) were late, plus any additional accrual on the outstanding balance for the number of days that the Contract Payment(s) were late. Obligee shall also have the option, on monthly payments only, to charge a late fee of up to 10% of the monthly Contract Payment that is past due. Furthermore, Obligor agrees to pay any fees associated with the use of a payment system other than check, wire transfer, or ACH. Once all amounts due Obligee hereunder have been received, Obligee will release any and all of its rights, title and interest in the Equipment.

SECTION 3.03 CONTRACT PAYMENTS UNCONDITIONAL. Except as provided under Section 4.01, THE OBLIGATIONS OF OBLIGOR TO MAKE CONTRACT PAYMENTS AND TO PERFORM AND OBSERVE THE OTHER COVENANTS CONTAINED IN THIS CONTRACT SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS WITHOUT ABATEMENT, DIMINUTION, DEDUCTION, SET-OFF, OR SUBJECT TO DEFENSE OR COUNTERCLAIM.

Section 3.04 Purchase Option Price. Upon thirty (30) days written notice, Obligor shall have the option to pay, in addition to the Contract Payment, the corresponding Purchase Option Price which is listed on the same line on Exhibit B. This option is only available to the Obligor on the Contract Payment date and no partial prepayments are allowed. If Obligor chooses this option and pays the Purchase Option Price to Obligee then Obligee will transfer any and all of its rights, title and interest in the Equipment to Obligor.

Section 3.05 Contract Term. The Contract Term shall be the Original Term and all Renewal Terms until all the Contract Payments are paid as set forth on Exhibit B except as provided under Section 4.01 and Section 9.01 below. If, after the end of the budgeting process which occurs at the end of the Original Term or any Renewal Term, Obligor has not non-appropriated as provided for in this Contract then the Contract Term shall be extended into the next Renewal Term and the Obligor shall be obligated to make all the Contract Payments that come due during such Renewal Term.

Section 3.06 Disclaimer of Warranties. OBLIGEE MAKES NO WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR ANY OTHER WARRANTY WITH RESPECT TO THE EQUIPMENT. OBLIGEE IS NOT A MANUFACTURER, SELLER, VENDOR OR DISTRIBUTOR, OR AGENT THEREOF, OF SUCH EQUIPMENT; NOR IS OBLIGEE A MERCHANT OR IN THE BUSINESS OF DISTRIBUTING SUCH EQUIPMENT TO THE PUBLIC. OBLIGEE SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGE ARISING OUT OF THE INSTALLATION, OPERATION, POSSESSION, STORAGE OR USE OF THE EQUIPMENT BY OBLIGOR.

IV. Non-Appropriation

Section 4.01 Non-Appropriation. If insufficient funds are available in Obligor's budget for the next Budget Year to make the Contract Payments for the next Renewal Term and the funds to make such Contract Payments are otherwise unavailable by any lawful means whatsoever, then Obligor may non-appropriate the funds to pay the Contract Payments for the next Renewal Term. Such non-appropriation shall be evidenced by the passage of an ordinance or resolution by the governing body of Obligor specifically prohibiting Obligor from performing its obligations under this Contract and from using any moneys to pay the Contract Payments due under this Contract for a designated Budget Year and all subsequent Budget Years. If Obligor non-appropriates, then all obligations of the Obligor under this Contract regarding Contract Payments for all remaining Renewal Terms shall be terminated at the end of the then current Original Term or Renewal Term without penalty or liability to the Obligor of any kind provided that if Obligor has not delivered possession of the Equipment to Obligee as provided herein and conveyed to Obligee or released its interest in the Equipment by the end of the last Budget Year for which Contract Payments were paid, the termination shall nevertheless be effective but Obligor shall be responsible for the payment of damages in an amount equal to the amount of the Contract Payments thereafter coming due under Exhibit B which are attributable to the number of days after such Budget Year during which Obligor fails to take such actions and for any other loss suffered by Obligee as a result of Obligor's failure to take such actions as required. Obligor shall immediately notify the Obligee as soon as the decision to non-appropriate is made. If such non-appropriation occurs, then Obligor shall deliver the Equipment to Obligee as provided below in Section 9.04. Obligor shall be liable for all damage to the Equipment other than normal wear and tear. If Obligor fails to deliver the Equipment to Obligee, then Obligee may enter the premises where the Equipment is located and take possession of the Equipment and charge Obligor for costs incurred.

V. Insurance, Damage, Insufficiency of Proceeds

Section 5.01 Insurance. Obligor shall maintain both property insurance and liability insurance at its own expense with respect to the Equipment. Obligor shall be solely responsible for selecting the insurer(s) and for making all premium payments and ensuring that all policies are continuously kept in effect during the period when Obligor is required to make Contract Payments. Obligor shall provide Obligee with a Certificate of Insurance which lists the Obligee and/or assigns as a loss payee and an additional insured on the policies with respect to the Equipment.

- (a) Obligor shall insure the Equipment against any loss or damage by fire and all other risks covered by the standard extended coverage endorsement then in use in the State and any other risks reasonably required by Obligee in an amount at least equal to the then applicable Purchase Option Price of the Equipment. Alternatively, Obligor may insure the Equipment under a blanket insurance policy or policies.
- (b) The liability insurance shall insure Obligee from liability and property damage in any form and amount satisfactory to Obligee.
- (c) Obligor may self-insure against the casualty risks and liability risks described above. If Obligor chooses this option, Obligor must furnish Obligee with a certificate and/or other documents which evidences such coverage.
- (d) All insurance policies issued or affected by this Section shall be so written or endorsed such that the Obligee and its assignees are named additional insureds and loss payees and that all losses are payable to Obligor and Obligee or its assignees as their interests may appear. Each policy issued or affected by this Section shall contain a provision that the insurance company shall not cancel or materially modify the policy without first giving thirty (30) days advance notice to Obligee or its assignees. Obligor shall furnish to Obligee certificates evidencing such coverage throughout the Contract Term.

Section 5.02 Damage to or Destruction of Equipment. Obligor assumes the risk of loss or damage to the Equipment. If the Equipment or any portion thereof is lost, stolen, damaged, or destroyed by fire or other casualty, Obligor will immediately report all such losses to all possible insurers and take the proper procedures to obtain all insurance proceeds. At the option of Obligee, Obligor shall either (1) apply the Net Proceeds to replace, repair or restore the Equipment or (2) apply the Net Proceeds to the applicable Purchase Option Price. For purposes of this Section and Section 5.03, the term Net Proceeds shall mean the amount of insurance proceeds collected from all applicable insurance policies after deducting all expenses incurred in the collection thereof.

Section 5.03 Insufficiency of Net Proceeds. If there are no Net Proceeds for whatever reason or if the Net Proceeds are insufficient to pay in full the cost of any replacement, repair, restoration, modification or improvement of the Equipment, then Obligor shall, at the option of Obligee, either (1) complete such replacement, repair, restoration, modification or improvement and pay any costs thereof in excess of the amount of the Net Proceeds or (2) apply the Net Proceeds to the Purchase Option Price and pay the deficiency, if any, to the Obligee.

Section 5.04 Obligor Negligence. Obligor assumes all risks and liabilities, whether or not covered by insurance, for loss or damage to the Equipment and for injury to or death of any person or damage to any property whether such injury or death be with respect to agents or employees of Obligor or of third parties, and whether such property damage be to Obligor's property or the property of others (including, without limitation, liabilities for loss or damage related to the release or threatened release of hazardous substances under the Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act or similar or successor law or any State or local equivalent now existing or hereinafter enacted which in any manner arise out of or are incident to any possession, use, operation, condition or storage of any Equipment by Obligor), which is proximately caused by the negligent conduct of Obligor, its officers, employees and agents.

VI. Title and Security Interest

Section 6.01 Title. Title to the Equipment shall vest in Obligor when Obligor acquires and accepts the Equipment. Title to the Equipment will automatically transfer to the Obligee in the event Obligor non-appropriates under Section 4.01 or in the event Obligor defaults under Section 9.01. In such event, Obligor shall execute and deliver to Obligee such documents as Obligee may request to evidence the passage of legal title to the Equipment to Obligee.

Section 6.02 Security Interest. To secure the payment of all Obligor's obligations under this Contract, as well as all other obligations, debts and liabilities, plus interest thereon, whether now existing or subsequently created, Obligor hereby grants to Obligee a security interest under the Uniform Commercial Code constituting a first lien on the Equipment described more fully on Exhibit A. Furthermore, Obligor agrees that any other collateral securing any other obligation(s) to Obligee, whether offered prior to or subsequent hereto, also secures this obligation. The security interest established by this section includes not only all additions, attachments, repairs and replacements to the Equipment but also all proceeds therefrom. Obligor authorizes Obligee to prepare and record any Financing Statement required under the Uniform Commercial Code to perfect the security interest created hereunder. Obligor agrees that any Equipment listed on Exhibit A is and will remain personal property and will not be considered a fixture even if attached to real property.

VII. Assignment

Section 7.01 Assignment by Obligee. All of Obligee's rights, title and/or interest in and to this Contract may be assigned and reassigned in whole or in part to one or more assignees or sub-assignees by Obligee at any time without the consent of Obligor. No such assignment shall be effective as against Obligor until the assignor shall have filed with Obligor written notice of assignment identifying the assignee. Obligor shall pay all Contract Payments due hereunder relating to such Equipment to or at the direction of Obligee or the assignee named in the notice of assignment. Obligor shall keep a complete and accurate record of all such assignments.

Section 7.02 Assignment by Obligor. None of Obligor's right, title and interest under this Contract and in the Equipment may be assigned by Obligor unless Obligee approves of such assignment in writing before such assignment occurs and only after Obligor first obtains an opinion from nationally recognized counsel stating that such assignment will not jeopardize the tax-exempt status of the obligation.

VIII. Maintenance of Equipment

Section 8.01 Equipment. Obligor shall keep the Equipment in good repair and working order, and as required by manufacturer's and warranty specifications. If Equipment consists of copiers, Obligor is required to enter into a copier maintenance/service agreement. Obligees shall have no obligation to inspect, test, service, maintain, repair or make improvements or additions to the Equipment under any circumstances. Obligor will be liable for all damage to the Equipment, other than normal wear and tear, caused by Obligor, its employees or its agents. Obligor shall pay for and obtain all permits, licenses and taxes related to the ownership, installation, operation, possession, storage or use of the Equipment. If the Equipment includes any titled vehicle(s), then Obligor is responsible for obtaining such title(s) from the State and also for ensuring that Obligees is listed as First Lienholder on all of the title(s). Obligor shall not use the Equipment to haul, convey or transport hazardous waste as defined in the Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. Obligor agrees that Obligees or its Assignee may execute any additional documents including financing statements, affidavits, notices, and similar instruments, for and on behalf of Obligor which Obligees deems necessary or appropriate to protect Obligees's interest in the Equipment and in this Contract. Obligor shall allow Obligees to examine and inspect the Equipment at all reasonable times.

IX. Default

Section 9.01 Events of Default defined. The following events shall constitute an "Event of Default" under this Contract:

- (a) Failure by Obligor to pay any Contract Payment listed on Exhibit B for fifteen (15) days after such payment is due according to the Payment Date listed on Exhibit B.
- (b) Failure to pay any other payment required to be paid under this Contract at the time specified herein and a continuation of said failure for a period of fifteen (15) days after written notice by Obligees that such payment must be made. If Obligor continues to fail to pay any payment after such period, then Obligees may, but will not be obligated to, make such payments and charge Obligor for all costs incurred plus interest at the highest lawful rate.
- (c) Failure by Obligor to observe and perform any warranty, covenant, condition, promise or duty under this Contract for a period of thirty (30) days after written notice specifying such failure is given to Obligor by Obligees, unless Obligees agrees in writing to an extension of time. Obligees will not unreasonably withhold its consent to an extension of time if corrective action is instituted by Obligor. Subsection (c) does not apply to Contract Payments and other payments discussed above.
- (d) Any statement, material omission, representation or warranty made by Obligor in or pursuant to this Contract which proves to be false, incorrect or misleading on the date when made regardless of Obligor's intent and which materially adversely affects the rights or security of Obligees under this Contract.
- (e) Any provision of this Contract which ceases to be valid for whatever reason and the loss of such provision would materially adversely affect the rights or security of Obligees.
- (f) Except as provided in Section 4.01 above, Obligor admits in writing its inability to pay its obligations.
- (g) Obligor defaults on one or more of its other obligations.
- (h) Obligor becomes insolvent, is unable to pay its debts as they become due, makes an assignment for the benefit of creditors, applies for or consents to the appointment of a receiver, trustee, conservator, custodian, or liquidator of Obligor, or all or substantially all of its assets, or a petition for relief is filed by Obligor under federal bankruptcy, insolvency or similar laws, or is filed against Obligor and is not dismissed within thirty (30) days thereafter.

Section 9.02 Remedies on Default. Whenever any Event of Default exists, Obligees shall have the right to take one or any combination of the following remedial steps:

- (a) With or without terminating this Contract, Obligees may declare all Contract Payments and other amounts payable by Obligor hereunder to the end of the then current Budget Year to be immediately due and payable.
- (b) With or without terminating this Contract, Obligees may require Obligor at Obligor's expense to redeliver any or all of the Equipment and any additional collateral to Obligees as provided below in Section 9.04. Such delivery shall take place within fifteen (15) days after the Event of Default occurs. If Obligor fails to deliver the Equipment and any additional collateral, Obligees may enter the premises where the Equipment and any additional collateral is located and take possession of the Equipment and any additional collateral and charge Obligor for costs incurred. Notwithstanding that Obligees has taken possession of the Equipment and any additional collateral, Obligor shall still be obligated to pay the remaining Contract Payments due up until the end of the then current Original Term or Renewal Term. Obligor will be liable for any damage to the Equipment and any additional collateral caused by Obligor or its employees or agents.
- (c) Obligees may take whatever action at law or in equity that may appear necessary or desirable to enforce its rights. Obligor shall be responsible to Obligees for all costs incurred by Obligees in the enforcement of its rights under this Contract including, but not limited to, reasonable attorney fees, as allowed by Wisconsin Statutes.

Section 9.03 No Remedy Exclusive. No remedy herein conferred upon or reserved to Obligees is intended to be exclusive and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Contract now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or shall be construed to be a waiver thereof.

Section 9.04 Return of Equipment and Storage.

- (a) Surrender: The Obligor shall, at its own expense, surrender the Equipment, any additional collateral and all required documentation to evidence transfer of title from Obligor to the Obligees in the event of a default or a non-appropriation by delivering the Equipment and any additional collateral to the Obligees to a location accessible by common carrier and designated by Obligees. In the case that any of the Equipment and any additional collateral consists of software, Obligor shall destroy all intangible items constituting such software and shall deliver to Obligees all tangible items constituting such software. At Obligees's request, Obligor shall also certify in a form acceptable to Obligees that Obligor has complied with the above software return provisions and that they will immediately cease using the software and that they shall permit Obligees and/or the vendor of the software to inspect Obligor's locations to verify compliance with the terms hereto.
- (b) Delivery: The Equipment and any additional collateral shall be delivered to the location designated by the Obligees by a common carrier unless the Obligees agrees in writing that a common carrier is not needed. When the Equipment and any additional collateral is delivered into the custody of a common carrier, the Obligor shall arrange for the shipping of the item and its insurance in transit in accordance with the Obligees's instructions and at the Obligor's sole expense. Obligor at its expense shall completely sever and disconnect the Equipment and any additional collateral or its component parts from the Obligor's property all without liability to the Obligees. Obligor shall pack or crate the Equipment and any additional collateral and all of the component parts of the Equipment and any additional collateral carefully and in accordance with any recommendations of the manufacturer. The Obligor shall deliver to the Obligees the plans, specifications, operation manuals or other warranties and documents furnished by the manufacturer or vendor on the Equipment and any additional collateral and such other documents in the Obligor's possession relating to the maintenance and methods of operation of such Equipment and any additional collateral.
- (c) Condition: When the Equipment is surrendered to the Obligees it shall be in the condition and repair required to be maintained under this Contract. It will also meet all legal regulatory conditions necessary for the Obligees to sell or lease it to a third party and be free of all liens. If Obligees reasonably determines that the Equipment or an item of the Equipment, once it is returned, is not in the condition required hereby, Obligees may cause the repair, service, upgrade, modification or overhaul of the Equipment or an item of the Equipment to achieve such condition and upon demand, Obligor shall promptly reimburse Obligees for all amounts reasonably expended in connection with the foregoing.
- (d) Storage: Upon written request by the Obligees, the Obligor shall provide free storage for the Equipment and any additional collateral for a period not to exceed 60 days after the expiration of the Contract Term before returning it to the Obligees. The Obligor shall arrange for the insurance described to continue in full force and effect with respect to such item during its storage period and the Obligees shall reimburse the Obligor on demand for the incremental premium cost of providing such insurance.

X. Vendor Payable Account

Section 10.01 Establishment of Vendor Payable Account. On the date that the Obligees executed this Contract, which is on or after the date that the Obligor executes this Contract, Obligees agrees to (i) make available to Obligor an amount sufficient to pay the total Purchase Price for the Equipment by establishing a separate, non-interest bearing account (the "Vendor Payable Account"), as agent for Obligor's account, with a financial institution that Obligees selects that is acceptable to Obligor (including Obligees or any of its affiliates) and (ii) to deposit an amount equal to such Purchase Price as reflected on Exhibit B in the Vendor Payable Account. Obligor hereby further agrees to make the representations, warranties and covenants relating to the Vendor Payable Account as set forth in Exhibit C attached hereto. Upon Obligor's delivery to Obligees of a Payment Request and Equipment Acceptance Form in the form set forth in Exhibit F attached hereto, Obligor authorizes Obligees to withdraw funds from the Vendor Payable Account from time to time to pay the Purchase Price, or a portion thereof, for each item of Equipment as it is delivered to Obligor. The Payment Request and Equipment Acceptance Form must be signed by an authorized individual acting on behalf of Obligor. The authorized individual or individuals designated by the Obligor must sign the Signature Card which will be kept in the possession of the Obligees.

Section 10.02 Down Payment. Prior to the disbursement of any funds from the Vendor Payable Account, the Obligor must either (1) deposit all the down payment funds that the Obligor has committed towards the purchase of the Equipment into the Vendor Payable Account or (2) Obligor must provide written verification to the satisfaction of the Obligees that all the down payment funds Obligor has committed towards the purchase of the Equipment have already been spent or are simultaneously being spent with the funds requested from the initial Payment Request and Equipment Acceptance Form. For purposes of this Section, the down payment funds committed towards the Equipment from the Obligor are the down payment funds that were represented to the Obligees at the time this transaction was submitted for credit approval by the Obligor to the Obligees.

Section 10.03 Disbursement upon Non-Appropriation or Default. If an event of non-appropriation or default occurs prior to the Partial Prepayment Date, the amount then on deposit in the Vendor Payable Account shall be retained by the Obligees and Obligor will have no interest therein.

Section 10.04 Surplus Amount. Any Surplus Amount then on deposit in the Vendor Payable Account on the Partial Prepayment Date shall be applied to pay on such Partial Prepayment Date a portion of the Purchase Option Price then applicable.

Section 10.05 Recalculation of Contract Payments. Upon payment of a portion of the Purchase Option Price as provided in Section 10.04 above, each Contract Payment thereafter shall be reduced by an amount calculated by Obligee based upon a fraction the numerator of which is the Surplus Amount and the denominator of which is the Purchase Option Price on such Partial Prepayment Date. Within 15 days after such Partial Prepayment Date, Obligee shall provide to Obligor a revised Exhibit B to this Contract, which shall take into account such payment of a portion of the Purchase Option Price thereafter and shall be and become thereafter Exhibit B to this Contract. Notwithstanding any other provision of this Section 10, this Contract shall remain in full force and effect with respect to all or the portion of the Equipment accepted by Obligor as provided in this Contract, and the portion of the principal component of Contract Payments remaining unpaid after the Partial Prepayment Date plus accrued interest thereon shall remain payable in accordance with the terms of this Contract, including revised Exhibit B hereto which shall be binding and conclusive upon Obligee and Obligor.

XI. Miscellaneous

Section 11.01 Notices. All notices shall be sufficiently given and shall be deemed given when delivered or mailed by registered mail, postage prepaid, to the parties at their respective places of business as first set forth herein or as the parties shall designate hereafter in writing.

Section 11.02 Binding Effect. Obligor acknowledges this Contract is not binding upon the Obligee or its assignees unless the Conditions to Funding listed on the Documentation Instructions have been met to Obligee's satisfaction, and Obligee has executed the Contract. Thereafter, this Contract shall inure to the benefit of and shall be binding upon Obligee and Obligor and their respective successors and assigns.

Section 11.03 Severability. In the event any provision of this Contract shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 11.04 Amendments, Addenda, Changes or Modifications. This Contract may be amended, added to, changed or modified by written agreement duly executed by Obligee and Obligor. Furthermore, Obligee reserves the right to directly charge or amortize into the remaining balance due from Obligor, a reasonable fee, to be determined at that time, as compensation to Obligee for the additional administrative expense resulting from such amendment, addenda, change or modification requested by Obligor.

Section 11.05 Execution in Counterparts. This Contract may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 11.06 Captions. The captions or headings in this Contract do not define, limit or describe the scope or intent of any provisions or sections of this Contract.

Section 11.07 Master Contract. This Contract can be utilized as a Master Contract. This means that the Obligee and the Obligor may agree to the financing of additional Equipment under this Contract at some point in the future by executing one or more Additional Schedules to Exhibit A and Exhibit B, as well as other exhibits or documents that may be required by Obligee. Additional Schedules will be consecutively numbered on each of the exhibits which make up the Additional Schedule and all the terms and conditions of the Contract shall govern each Additional Schedule.

Section 11.08 Entire Writing. This Contract constitutes the entire writing between Obligee and Obligor. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties, and then such waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, representations, conditions, or warranties, express or implied, which are not specified herein regarding this Contract, the Equipment or any additional collateral, financed hereunder. Any terms and conditions of any purchase order or other documents submitted by Obligor in connection with this Contract which are in addition to or inconsistent with the terms and conditions of this Contract will not be binding on Obligee and will not apply to this Contract.

Obligee and Obligor have caused this Contract to be executed in their names by their duly authorized representatives listed below.

Green Lake County, Wisconsin

KS StateBank

Signature

Printed Name and Title

Signature

Marsha Jarvis, Senior Vice President

Printed Name and Title

EXHIBIT A

DESCRIPTION OF EQUIPMENT

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

Below is a detailed description of all the items of Equipment including quantity, model number and serial number where applicable:

Emergency Response System Equipment

Physical Address of Equipment after Delivery : _____

EXHIBIT B**PAYMENT SCHEDULE****RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)**

Date of First Payment:	October 1, 2018
Original Balance:	\$198,954.79
Total Number of Payments:	Five (5)
Number of Payments Per Year:	One (1)

Pmt No.	Due Date	Contract Payment	Applied to Interest	Applied to Principal	*Purchase Option Price
1	01-Oct-18	\$45,292.45	\$5,461.31	\$39,831.14	\$165,889.93
2	01-Oct-19	\$45,292.45	\$8,592.68	\$36,699.77	\$126,602.70
3	01-Oct-20	\$45,292.45	\$6,610.89	\$38,681.56	\$85,893.27
4	01-Oct-21	\$45,292.45	\$4,522.09	\$40,770.36	\$43,710.16
5	01-Oct-22	\$45,292.45	\$2,320.49	\$42,971.96	\$0.00

Green Lake County, Wisconsin

 Signature

 Printed Name and Title

*Assumes all Contract Payments due to date are paid

EXHIBIT C
ACCEPTANCE OF OBLIGATION
TO COMMENCE CONTRACT PAYMENTS UNDER EXHIBIT B

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Acceptance of Obligation to commence Contract Payments with respect to the above referenced Contract. I hereby certify that:

1. The Equipment described on Exhibit A has not been delivered, installed or available for use as of the Commencement date of this Contract.
2. Obligor acknowledges that Obligee has agreed to deposit into a Vendor Payable Account an amount sufficient to pay the total purchase price (the "Purchase Price") for the Equipment so identified in such Exhibit A;
3. The principal amount of the Contract Payments in the Exhibit B accurately reflects the Purchase Price;
4. Obligor agrees to execute a Payment Request and Equipment Acceptance Form authorizing payment of the Purchase Price, or a portion thereof, for each withdrawal of funds from the Vendor Payable Account.

Notwithstanding that the Equipment has not been delivered to or accepted by Obligor on the date of execution of the Contract, Obligor hereby warrants that:

- (a) Obligor's obligation to commence Contract Payments as set forth in Exhibit B is absolute and unconditional as of the Commencement Date and on each date set forth in Exhibit B thereafter, subject to the terms and conditions of the Contract;
- (b) immediately upon delivery and acceptance of all the Equipment, Obligor will notify Obligee of Obligor's final acceptance of the Equipment by delivering to Obligee the "Payment Request and Equipment Acceptance Form" in the form set forth in Exhibit F attached to the Contract;
- (c) in the event that any Surplus Amount is on deposit in the Vendor Payable Account when an event of non-appropriation or default under the Contract occurs, then those amounts shall be applied as provided in Section 10 of the Contract;
- (d) regardless of whether Obligor delivers a final Payment Request and Equipment Acceptance Form, all Contract Payments paid prior to delivery of all the Equipment shall be credited to Contract Payments as they become due under the Contract as set forth in Exhibit B.

Green Lake County, Wisconsin

Signature

Printed Name and Title

EXHIBIT D
OBLIGOR RESOLUTION

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

At a duly called meeting of the Governing Body of the Obligor (as defined in the Contract) held on _____ the following resolution was introduced and adopted:

BE IT RESOLVED by the Governing Body of Obligor as follows:

1. **Determination of Need.** The Governing Body of Obligor has determined that a true and very real need exists for the acquisition of the Equipment described on Exhibit A of the Government Obligation Contract dated as of April 1, 2018, between Green Lake County, Wisconsin (Obligor) and KS StateBank (Obligee).
2. **Approval and Authorization.** The Governing Body of Obligor has determined that the Contract, substantially in the form presented to this meeting, is in the best interests of the Obligor for the acquisition of such Equipment, and the Governing Body hereby approves the entering into of the Contract by the Obligor and hereby designates and authorizes the following person(s) to execute and deliver the Contract on Obligor's behalf with such changes thereto as such person(s) deem(s) appropriate, and any related documents, including any Escrow Agreement, necessary to the consummation of the transaction contemplated by the Contract.

Authorized Individual(s): _____

(Typed or Printed Name and Title of individual(s) authorized to execute the Contract)

3. **Adoption of Resolution.** The signatures below from the designated individuals from the Governing Body of the Obligor evidence the adoption by the Governing Body of this Resolution.

Signature: _____

(Signature of Secretary, Board Chairman or other member of the Governing Body)

Printed Name & Title: _____

(Printed Name and Title of individual who signed directly above)

Attested By: _____

(Signature of one additional person who can witness the passage of this Resolution)

Printed Name & Title: _____

(Printed Name of individual who signed directly above)

EXHIBIT E
OFFICER'S CERTIFICATE

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Officer's Certificate with respect to the above referenced Contract. I hereby certify that:

1. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
2. Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
3. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.
4. The governing body of Obligor has approved the authorization, execution and delivery of this Contract on its behalf by the authorized representative of Obligor who signed the Contract.
5. Please list the Source of Funds (Fund Item in Budget) for the Contract Payments that come due under Exhibit B of this Contract.

Source of Funds : General Fund

By signing below, Obligor hereby authorizes the General Fund of the Obligor as a backup source of funds from which the Contract Payments can be made.

Green Lake County, Wisconsin

Signature

Printed Name and Title

EXHIBIT F

PAYMENT REQUEST AND EQUIPMENT ACCEPTANCE FORM

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

In accordance with Section 10.01, by executing this Payment Request and Equipment Acceptance Form the Obligor hereby represents that the Payee or Payees listed below who are requesting payment have delivered the Equipment or a portion of the Equipment or performed the services to the satisfaction of the Obligor and that the amounts requested below by the Payee or Payees are proportionate with the value of the Equipment delivered or services rendered by the Payee or Payees. The Obligor hereby represents and warrants for all purposes that:

1. Pursuant to the invoice attached hereto, the amount to be disbursed is \$_____ and this amount is consistent with the Contract between Obligor and Vendor.
2. Payment is to be made to: Payee: _____
3. The undersigned certifies that the following documents are attached to this Payment Request and Equipment Acceptance Form when there is a request for a release of funds from the Vendor Payable Account to pay for a portion, or all, of the Equipment: (1) Invoice from the Vendor, (2) copy of the Contract between Obligor and Vendor (if requested by the Obligee), (3) Insurance Certificate (if applicable), (4) front and back copy of the original MSO/Title listing KS StateBank and/or its assigns as the first lien holder (if applicable). By executing this Payment Request and Equipment Acceptance Form and attaching the documents as required above, the Obligor shall be deemed to have accepted this portion of the Equipment for all purposes under the Contract, including, without limitation, the obligation of Obligor to make the Contract Payments with respect thereto in a proportionate amount of the total Contract Payment.
4. No amount listed in this exhibit was included in any such exhibit previously submitted.
5. Each disbursement hereby requested has been incurred and is a proper charge against the Vendor Payable Account. No amount hereby requested to be disbursed will be paid to Obligor as reimbursement for any expenditure paid by Obligor more than 60 days prior to the date of execution and delivery of the Contract.
6. The Equipment referenced in the attached has been delivered, installed, inspected and tested as necessary and in accordance with Obligor's specifications and accepted for all purposes.
7. That Obligor is or will be the title owner to the Equipment referenced in the attached, and that in the event that any third party makes a claim to such title that Obligor will take all measures necessary to secure title including, without limitation, the appropriation of additional funds to secure title to such Equipment, or a portion thereof, and keep the Contract in full force and effect. Furthermore, Obligor has obtained insurance coverage as required under the Contract from an insurer qualified to do business in the State.
8. Obligor has appropriated and/or taken other lawful actions necessary to provide moneys sufficient to pay all Contract Payments required to be paid under the Contract during the current Budget Year of Obligor, and such moneys will be applied in payment of all Contract Payments due and payable during such current Budget Year.
9. No event or condition that constitutes or would constitute an Event of Default exists as of the date hereof.

I, the undersigned, hereby certify that I am a duly qualified representative of Obligor and that I have been given the authority by the governing body of Obligor to sign this Payment Request and Equipment Acceptance Form.

Please forward this document and any correspondence relating to vendor payment to:

Email: bhinton@ksstate.bank
or
Fax: (785) 587-4016

Please call (877) 587-4054 if you have any questions.

Green Lake County, Wisconsin

Signature

Printed Name and Title

EXHIBIT G
SIGNATURE CARD

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

The below signatures will be used for purposes of verifying the signature on a Payment Request and Equipment Acceptance Form prior to making payments from the Equipment Acquisition Fund or Vendor Payable Account. By signing below, the undersigned represents and warrants that s/he has received all appropriate authority from Green Lake County, Wisconsin.

Green Lake County, Wisconsin

Signature

Printed Name and Title

Signature of additional authorized individual (optional) of Obligor

Signature

Printed Name and Title

EXHIBIT H

OBLIGOR ACKNOWLEDGEMENT

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

Obligor hereby acknowledges that it has ordered or caused to be ordered the equipment that is the subject of the above-mentioned Contract.

Please complete the below information, attach another page if necessary

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Vendor Name: _____

Equipment: _____

Cost of Equipment: _____

Obligor will immediately notify Obligee if any of the information listed above is changed.

EXHIBIT I

BANK QUALIFIED CERTIFICATE

RE: Government Obligation Contract dated as of April 1, 2018, between KS StateBank (Obligee) and Green Lake County, Wisconsin (Obligor)

Whereas, Obligor hereby represents that it is a “Bank Qualified” Issuer for the calendar year in which this Contract is executed by making the following designations with respect to Section 265 of the Internal Revenue Code of 1986, as amended (the “Code”). (A “Bank Qualified Issuer” is an issuer that issues less than ten million (\$10,000,000) dollars of tax-exempt obligations other than “private activity bonds” as defined in Section 141 of the Code, excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code, during the calendar year).

Now, therefor, Obligor hereby designates this Contract as follows:

- 1. Designation as Qualified Tax-Exempt Obligation.** Pursuant to Section 265(b)(3)(B)(i) of the Code, the Obligor hereby specifically designates the Contract as a “qualified tax-exempt obligation” for purposes of Section 265(b)(3) of the Code. In compliance with Section 265(b)(3)(D) of the Code, the Obligor hereby represents that the Obligor will not designate more than \$10,000,000 of obligations issued by the Obligor in the calendar year during which the Contract is executed and delivered as such “qualified tax-exempt obligations”.
- 2. Issuance Limitation.** In compliance with the requirements of Section 265(b)(3)(C) of the Code, the Obligor hereby represents that the Obligor (including all subordinate entities of the Obligor within the meaning of Section 265(b)(3)(E) of the Code) reasonably anticipates not to issue in the calendar year during which the Contract is executed and delivered, obligations bearing interest exempt from federal income taxation under Section 103 of the Code (other than “private activity bonds” as defined in Section 141 of the Code and excluding certain “qualified 501(c)(3) bonds” as defined in Section 145 of the Code) in an amount greater than \$10,000,000.

Green Lake County, Wisconsin

Signature

Printed Name and Title

INSURANCE REQUIREMENTS

Pursuant to Article V of the Government Obligation Contract, you have agreed to provide us evidence of insurance covering the Equipment.

A Certificate of Insurance listing the information stated below should be sent to us no later than the date on which the equipment is delivered.

Insured:

Green Lake County, Wisconsin
571 County Road A
Green Lake, Wisconsin 54941

Certificate Holder:

KS StateBank
1010 Westloop, P.O. Box 69
Manhattan, Kansas 66505-0069

1. Equipment Description

- ◆ Emergency Response System Equipment
- ◆ Please include all applicable VIN's, serial numbers, etc.

2. Deductible

- ◆ The deductible amounts on the insurance policy should not exceed \$25,000.00.

3. Physical Damage

- ◆ All risk coverage to guarantee proceeds of at least \$198,954.79.

4. Loss Payee

- ◆ KS StateBank AOIA (and/or Its Assigns) MUST be listed as loss payee.

Please forward certificate as soon as possible to: Email: bhinton@ksstate.bank
or
Fax: (785) 587-4016

Please complete the information below and return this form along with the Contract.

Green Lake County, Wisconsin

Insurance Company: _____

Agent's Name: _____

Telephone #: _____

Fax #: _____

Address: _____

City, State Zip: _____

Email: _____

PREFERRED

*As an additional payment option for Obligor, we are now providing the option of ACH (Automatic Clearing House). By completing this form, Obligor is authorizing Obligee to withdraw said payment amount on said date.

DEBIT AUTHORIZATION

I hereby authorize KS StateBank Government Finance Department to initiate debit entries, and, if necessary, to reinstate returned entries up to two additional times, to the account indicated below at the financial institution named below and to debit the same to such account for:

Contract Number 3352309	Payment Amount \$45,292.45	Frequency of Payments Annual
Beginning _____ Month Year	Day of Month 1st	

I acknowledge that the origination of ACH transactions to this account must comply with the provisions of U.S. law.

Financial Institution Name		Branch	
Address	City	State	Zip
Routing Number		Account Number	

Type of Account Checking Savings

This authority is to remain in full force and effect until KS StateBank has received written notification from any authorized signer of the account of its termination in such time and manner as to afford KS StateBank a reasonable opportunity to act on it.

Obligor Name on Contract Green Lake County, Wisconsin	
Signature	Printed Name and Title
Tax ID Number 39-6005700	Date

PLEASE ATTACH COPY OF A VOIDED CHECK TO THIS FORM!

USA Patriot Act

USA Patriot Act requires identity verification for all new accounts. This means that we may require information from you to allow us to make a proper identification.

8038 REVIEW FORM

The 8038 form attached hereto is an important part of the documentation package and must be properly filled out and submitted to the Department of the Treasury in order for you to receive the lower tax-exempt rate. Unless you instruct us otherwise, we have engaged a Paid Preparer to assist in the filling out of this form. The Paid Preparer has filled out the relevant portions of this form based on the current understanding of what is required by the Department of the Treasury. The responses on this 8038 form are based on the dates and amounts which you have requested (structure of the transaction) and which are on the Payment Schedule.

1. Please review our responses for accuracy. If anything is inaccurate, please contact our office so that we can make proper revisions.
2. If the information provided to you on this form is accurate, please sign where indicated and return with the document package.
3. If there are any changes to the structure of the transaction that occur prior to funding which require a change to the 8038 form, we will make such changes and provide notification to you.
4. We will return to you a copy of the 8038 form that was mailed to the Department of the Treasury.

Important Note:

The IRS is now requesting information regarding tax-exempt issuers' and borrowers' written policies and procedures designed to monitor post-issuance compliance with the federal tax rules applicable to tax-exempt obligations (boxes 43 and 44). Do not check items 43 and 44 on the 8038 form unless you have established written procedures in accordance with the instructions referenced directly below. If you choose to "check" items 43 and/or 44, please be prepared to provide copies of such written procedures to the Paid Preparer or any representatives of the IRS upon request. Written procedures should contain certain key characteristics, including making provisions for:

- Due diligence review at regular intervals;
- Identifying the official or employee responsible for review;
- Training of the responsible official/employee;
- Retention of adequate records to substantiate compliance (e.g., records relating to expenditure of proceeds);
- Procedures reasonably expected to timely identify noncompliance; and
- Procedures ensuring that the issuer will take steps to timely correct noncompliance.

For additional guidance on this 8038 form, you can refer to the Documentation Instructions located on the following government website: <http://www.irs.gov/app/picklist/list/formsInstructions.html>, or contact your local IRS office.

Information Return for Tax-Exempt Governmental Obligations

Department of the Treasury
Internal Revenue Service

► Under Internal Revenue Code section 149(e)
► See separate instructions.
Caution: If the issue price is under \$100,000, use Form 8038-GC.

Part I Reporting Authority		If Amended Return, check here ► <input type="checkbox"/>
1 Issuer's name Green Lake County, Wisconsin	2 Issuer's employer identification number (EIN) 39-6005700	
3a Name of person (other than issuer) with whom the IRS may communicate about this return (see instructions)		3b Telephone number of other person shown on 3a
4 Number and street (or P.O. box if mail is not delivered to street address) 571 County Road A	Room/suite	5 Report number (For IRS Use Only) 3
6 City, town, or post office, state, and ZIP code Green Lake, Wisconsin 54941		7 Date of issue 04/01/2018
8 Name of issue Government Obligation Contract		9 CUSIP number None
10a Name and title of officer or other employee of the issuer whom the IRS may call for more information (see instructions) Ms. Cathy Schmit, County Administrator		10b Telephone number of officer or other employee shown on 10a (920) 294-4147

Part II Type of Issue (enter the issue price). See the instructions and attach schedule.			
11 Education	11		
12 Health and hospital	12		
13 Transportation	13		
14 Public safety	14	204,923	43
15 Environment (including sewage bonds)	15		
16 Housing	16		
17 Utilities	17		
18 Other. Describe ►	18		
19 If obligations are TANs or RANs, check only box 19a			► <input type="checkbox"/>
If obligations are BANs, check only box 19b			► <input type="checkbox"/>
20 If obligations are in the form of a lease or installment sale, check box			► <input type="checkbox"/>

Part III Description of Obligations. Complete for the entire issue for which this form is being filed.					
	(a) Final maturity date	(b) Issue price	(c) Stated redemption price at maturity	(d) Weighted average maturity	(e) Yield
21	10/01/2022	\$ 204,923.43	\$ 198,954.79	3.052 years	5.344 %

Part IV Uses of Proceeds of Bond Issue (including underwriters' discount)						
22	Proceeds used for accrued interest				22	
23	Issue price of entire issue (enter amount from line 21, column (b))				23	204,923 43
24	Proceeds used for bond issuance costs (including underwriters' discount)				24	5,968 64
25	Proceeds used for credit enhancement				25	
26	Proceeds allocated to reasonably required reserve or replacement fund				26	
27	Proceeds used to currently refund prior issues				27	
28	Proceeds used to advance refund prior issues				28	
29	Total (add lines 24 through 28)				29	5,968 64
30	Nonrefunding proceeds of the issue (subtract line 29 from line 23 and enter amount here)				30	198,954 79

Part V Description of Refunded Bonds. Complete this part only for refunding bonds.	
31	Enter the remaining weighted average maturity of the bonds to be currently refunded ► _____ years
32	Enter the remaining weighted average maturity of the bonds to be advance refunded ► _____ years
33	Enter the last date on which the refunded bonds will be called (MM/DD/YYYY) ► _____
34	Enter the date(s) the refunded bonds were issued ► (MM/DD/YYYY) _____

Part VI Miscellaneous

35 Enter the amount of the state volume cap allocated to the issue under section 141(b)(5)	35		
36a Enter the amount of gross proceeds invested or to be invested in a guaranteed investment contract (GIC) (see instructions)	36a		
b Enter the final maturity date of the GIC ▶ _____			
c Enter the name of the GIC provider ▶ _____			
37 Pooled financings: Enter the amount of the proceeds of this issue that are to be used to make loans to other governmental units	37		
38a If this issue is a loan made from the proceeds of another tax-exempt issue, check box <input type="checkbox"/> and enter the following information:			
b Enter the date of the master pool obligation ▶ _____			
c Enter the EIN of the issuer of the master pool obligation ▶ _____			
d Enter the name of the issuer of the master pool obligation ▶ _____			
39 If the issuer has designated the issue under section 265(b)(3)(B)(i)(III) (small issuer exception), check box			<input checked="" type="checkbox"/>
40 If the issuer has elected to pay a penalty in lieu of arbitrage rebate, check box			<input type="checkbox"/>
41a If the issuer has identified a hedge, check here <input type="checkbox"/> and enter the following information:			
b Name of hedge provider ▶ _____			
c Type of hedge ▶ _____			
d Term of hedge ▶ _____			
42 If the issuer has superintegrated the hedge, check box			<input type="checkbox"/>
43 If the issuer has established written procedures to ensure that all nonqualified bonds of this issue are remediated according to the requirements under the Code and Regulations (see instructions), check box			<input type="checkbox"/>
44 If the issuer has established written procedures to monitor the requirements of section 148, check box			<input type="checkbox"/>
45a If some portion of the proceeds was used to reimburse expenditures, check here <input type="checkbox"/> and enter the amount of reimbursement. ▶ _____			
b Enter the date the official intent was adopted ▶ _____			

Signature and Consent	Under penalties of perjury, I declare that I have examined this return and accompanying schedules and statements, and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that I consent to the IRS's disclosure of the issuer's return information, as necessary to process this return, to the person that I have authorized above.			
	▶ _____ ▶			
	Signature of issuer's authorized representative	Date	Type or print name and title	
Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check <input type="checkbox"/> if self-employed
	H. Evan Howe		03/27/2018	P01438994
	Firm's Name ▶	Firm's EIN ▶		
	Baystone Financial LLC	48-1223987		
Firm's Address ▶	Phone no.			
	12980 Metcalf, Suite 310, Overland Park, KS 66213	(800) 752-3562		



Green Lake County Clerk of Circuit Court

P.O. Box 3188, 571 County Road A, Green Lake, WI 54941 920-294-4142

AMY S. THOMA

Clerk of Circuit Court

April 3, 2018

Judicial/Law Enforcement Committee
571 County Road A
Green Lake, WI 54941

RE: Department Update

Dear Committee Members:

Unfortunately, our new hire that started on March 12th left the position on March 14th. We are currently in the process of doing a second interview on a couple candidates and are also going to be interviewing a couple others. I am hoping the position will be filled by the end of the month.

Speaking of collections, I am happy to report that we have received just shy of \$45,000.00 in past due debt (in eleven months) through State Debt Collection. SDC has proven to be a great resource in our collection efforts.

Other than being down a full-time position, things are going well within our office and there is nothing further to report at this time.

Very truly yours,

Amy S. Thoma
Clerk of Circuit Court

ast



**GREEN LAKE COUNTY
OFFICE OF THE CORONER**

Amanda Thoma, Coroner

Office: 920-294-4040 ext. 1229

April 5, 2018

Judicial/Law Enforcement Committee
571 County Road A
Green Lake, WI 54941

Dear Judicial/Law Enforcement Committee Members:

Deaths have been minimal during the month of March for the Coroner's office. No autopsies have been performed. The Fatality Review Team reviewed a child death case whereby preventative action is being taken in conjunction with the Consumer Protection Agency to assist in possible requirements on specific child products to avoid a potential for additional child deaths.

Thank you for your time.

Respectfully,

Amanda M. Thoma
Coroner



GREEN LAKE COUNTY
OFFICE OF EMERGENCY MANAGEMENT

Gary V. Podoll
Director

Office: 920-361-5416
FAX: 920-361-5405

DATE: April 2, 2018

TO: Green Lake County Judicial/Law Enforcement and Emergency Management Committee

FROM: Gary V. Podoll, Emergency Management Director

SUBJECT: Monthly Report

1. I am working on Green Lake County Credentialing (WI CAMS) and have met with the Police Chief's on March 29, 2018 and they will now start to enter their information. I will be meeting on April 25, 2018 with the Public Utilities throughout the county to get them signed up.
2. I have submitted all of my required 1st half State Plan of Work materials which included updating 5 Off-Site Hazardous Materials Facility Plans, updating the 1st part of the Green Lake County Emergency Response Plan and also updating the Green Lake County Strategic Plan
3. The National Weather Service conducted a Tornado Spotting Class in Green Lake County on March 29th for our County Weather Spotters.

Please, if you have any questions you can contact me at 920-290-2275.

Sincerely,

Gary V. Podoll
Emergency Management Director
Green Lake County



571 County Road A · PO Box 586 · Green Lake, WI 54941-0586
Ph. 920-294-4000 · Fax. 920-294-3850

April 4, 2018

To Judicial and Law Enforcement Committee Members,

- March 16, 2018, an elderly male broke through the ice on Beyers Cove Bay, west end of Big Green Lake. This prompted an "ice rescue" conducted by a citizen and deputy. The male was uninjured.
- On March 22, 2018, the Sheriff's Office began working the 2018 Seatbelt Task Force Grant. This BOTS task force grant involves GLSO and the City Police agencies. The March 22nd deployment resulted in 2 seatbelt, 2 speed, 2 OAR, and 5 other citations issued in a 4 hour deployment. A media release will be generated advising of other funded deployments that coincide with NHTSA traffic campaigns such as "Click-It" and "Drive Sober".
- On March 30-April 1, an inmate with serious medical issues required a guard to be posted at the hospital. These events prove to be very costly for staffing.
- On April 1, a female inmate was found to have smuggled drugs into the jail via a body cavity. An investigation and cell search was done, felony charges have been filed on the female.
- Starting April 8th, the Nation, state, and GLSO celebrates National Telecommunicators Week. The Communications Division of the Sheriff's Office is the hub of almost everything that happens in emergency and non-emergency public service. These challenging positions often don't receive the recognition associated with "visible" things portrayed in the media – regardless, they are essential in our communities.

See you at the meeting,

Mark A. Podoll, Sheriff

Sheriff Mark A. Podoll



571 County Road A · PO Box 586 · Green Lake, WI 54941-0586
 Ph. 920-294-4000 · Fax. 920-294-3850

**Sheriff's Office Judicial/Law Enforcement Committee
 Report for the Month of March 2018**

Deputy contacts for this month	580
---------------------------------------	-----

Types of Contacts this month	Number of Contacts
Adult Transports	37
Agency Assistance, Mutual Aid	31
Medical Emergency	25
Citizen Assist	16
911 Follow up	14
Animal Problem	11
Suspicious Person/Circumstance	11
Car/Deer Accident	9
Record Check	9
K-9 Assist	8
Traffic Accident w/Damage	7
Vandalism	7
Alarm	6
OWI Alcohol	6
Traffic Misc.	6
Traffic Violation	6
Jail Incident	5
Fire	5
Failure to Report to Jail	5
Probation/Parole Violation	5
Controlled Substance Problem	4
Information Report	4
Juvenile Problem	4
Lockout	4
Scam	4
Wanted Person	4
Welfare Check	4

Types of Contacts this month continued

Traffic Accident w/Injuries	3
Combined Tactical Unit	2
Deliver Message	2
Disturbance	2
Escort	2
House Check	2
Juvenile Transport	2
K-9 Charged	2
Obstructing	2
Threatening	2
Trespassing	2
Abandoned Vehicle	1
Bail Jumping	1
Citizen Dispute	1
Domestic Situation	1
Unmanned Aircraft System	1
Emergency Detention Involuntary	1
Voluntary Diversion Plan	1
Found Property	1
Fraud	1
Check on Huber Inmate	1
Ice Rescue	1
Juvenile Runaway	1
Officer Errand	1
Drugged Driving	1
Theft	1
Time System Entry	1
Traffic Patrol Requested	1
Traffic Hazard	1
Violation of Court Orders	1

Accidents and Complaints for Patrol

2018	Colhouer	Hanson	Hoerig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Jan	1	24	19	18	20	1	35	20	0	15	30	29	0	212
Feb	24	24	24	19	17	8	21	21	0	3	18	15	9	203
March	34	28	24	4	3	23	29	26	0	0	25	22	21	239
April										0				0
May										0				0
June										0				0
July										0				0
Aug										0				0
Sept										0				0
Oct										0				0
Nov										0				0
Dec										0				0
Total	59	76	67	41	40	32	85	67	0	18	73	66	30	654
Avg/Month	20	25	22	14	13	11	28	22	0	6	24	22	10	218

Paper Service for Patrol

2018	Colhouer	Hanson	Hoerig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Jan	1	7	7	6	1	0	9	20	0	7	18	7		83
Feb	6	1	3	2	2	1	0	9	0	0	2	4	1	31
March	5	7	4	0	1	7	3	5	0	0	5	5	0	42
April										0				0
May										0				0
June										0				0
July										0				0
Aug										0				0
Sept										0				0
Oct										0				0
Nov										0				0
Dec										0				0
Total	12	15	14	8	4	8	12	34	0	7	25	16	1	156
Avg/Month	4	5	5	3	1	3	4	11	0	2	8	5	0	52

Citations for Patrol

2018	Colhouer	Hanson	Hoerig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Jan	0	9	3	0	6	0	19	7	0	6	6	9		65
Feb	0	1	12	0	0	1	17	8	0	0	11	10	0	60
March	13	9	9	0	0	16	20	15	0	0	13	11	8	114
April										0				0
May										0				0
June										0				0
July										0				0
Aug										0				0
Sept										0				0
Oct										0				0
Nov										0				0
Dec										0				0
Total	13	19	24	0	6	17	56	30	0	6	30	30	8	239
Avg/Month	4	6	8	0	2	6	19	10	0	2	10	10	3	80

Warnings for Patrol

2018	Colhouer	Hanson	Hoerig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Jan	0	30	9	0	5	0	24	11	0	28	7	10		124
Feb	0	15	26	2	2	7	17	14	0	0	14	10	0	107
March	24	29	28	0	0	20	21	26	0	0	22	10	5	185
April										0				0
May										0				0
June										0				0
July										0				0
Aug										0				0
Sept										0				0
Oct										0				0
Nov										0				0
Dec										0				0
Total	24	74	63	2	7	27	62	51	0	28	43	30	5	416
Avg/Month	8	25	21	1	2	9	21	17	0	9	14	10	2	139

Year to Date Totals - Accidents, Complaints, Paper Service, Citations and Warnings for Patrol

2018	Colhouer	Hanson	Hoerig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Total Annual Contacts	108	184	168	51	57	84	215	182	0	59	171	142	44	1465
Avg. per Month	36	61	56	17	19	28	72	61	0	20	57	47	15	488

BOAT LAUNCH/MUNICIPAL ORDINANCE CITATIONS

2018	Colhouer	Hanson	Hoerfig	Kiener	Kuklinski	Manning	Prachel	Preuss	Schroeder	Thompson	Vande Kolk	Weiner	Majeskie	Total
Jan										0				0
Feb										0				0
March										0				0
April										0				0
May										0				0
June										0				0
July										0				0
Aug										0				0
Sept										0				0
Oct										0				0
Nov										0				0
Dec										0				0
Total	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Avg/Month	0	0	0	0	0	0	0	0	0	0	0	0	0	0

Accidents and Complaints for Detectives

2018	Cody	Holdorf	Ward	Roky	Tess
Jan	4	3	1	6	3
Feb	3	3	1	5	1
March	3	0	1	7	3
April					
May					
June					
July					
Aug					
Sept					
Oct					
Nov					
Dec					
Total	10	6	3	18	7
Average	3	2	1	6	2

Arrests for Detectives

2018	Cody	Holdorf	Ward	Roky
Jan	0	0	0	1
Feb	0	1	0	2
March	0	2	0	1
April				
May				
June				
July				
Aug				
Sept				
Oct				
Nov				
Dec				
Total	0	3	0	4
Average	0	1	0	1

GREEN LAKE COUNTY JAIL MONTHLY STATISTICS

MONTH/ YEAR	ADP	HUBER	HUBER/EMP INCOME	FEMALE	LOCK DOWN	MEALS	EMP	GL INMATES TRANSFERREC	Brown Co. Days SAFEKEEPERS	Billed for Brown Co. Safekeepers	Calumet Co Days Safekeepers	Billed for Calumet Safekeepers
Jan-18	72	13	\$ 7,337.44	17	47	5973	2	0	192	\$ 8,256.00	108	\$ 4,644.00
Feb-18	75	13	\$ 7,353.17	17	48	5609	2	0				
Mar-18	76	12	\$ 2,239.98	18	49	6308	2	1				
Apr-18												
May-18												
Jun-18												
Jul-18												
Aug-18												
Sep-18												
Oct-18												
Nov-18												
Dec-18												
Average	74	13	\$ 5,643.53	17	48	5963	2	0	192	\$ 8,256.00	108	\$ 4,644.00

ADP- Average daily population

Huber- Sentenced inmate, work release + Sent/Huber from other county

Huber Income- Amount paid by Huber and CAM inmates for the month

Female- Average number of females held that month

Lockdown- Number of inmates held that month that are not working Huber's

Meals- Number of meals + bag lunches served that month

EMP- Number of inmates on electronic monitoring

GL Inmates Transferred- Inmate serving in other county + Sent/Huber serv. out of county

Safekeepers - Holding for another county

Safekeeper days - the number of cumulative days that month for all Safekeepers for that county



571 County Road A · PO Box 586 · Green Lake, WI 54941-0586
 Ph. 920-294-4000 · Fax. 920-294-3850

**Sheriff's Office Judicial/Law Enforcement Committee
 Report for the Month of March 2018
 Correctional Facility**

Average Daily Population in the Jail for this month	76
--	----

Inmates in custody for (some inmates have more than one charge)

Charge	Number of Charges
Obstructing	26
Probation/Parole	17
Drug related	15
Warrants	12
Traffic Offense	8
Theft	6
Assault	4
Disorderly Conduct	4
DUI	4
Resisting/Interfering w/Police	3
Destruct/Damage/Vandalize	2
Arson	1
Burglary	1
ES Sanction Hold	1
Homicide	1
Threatening	1
Trespass of Real Property	1

Records Maintenance and Release

808.1 PURPOSE AND SCOPE

State

This policy provides guidance on the maintenance and release of office records. Protected information is separately covered in the Protected Information Policy.

808.1.1 DEFINITIONS

State MODIFIED

Definitions related to this policy include:

Legal custodian of records - The person designated by the Office as the legal custodian of records to fulfill all duties required by law, if no designation is made the legal custodian of records shall be the Sheriff (Wis. Stat. § 19.21; Wis. Stat. § 19.33).

Public records - Records that are not classified, restricted, confidential or private, and may be released by law, upon request.

Record - Any material on which written, drawn, printed, spoken, visual or electromagnetic information is recorded or preserved, regardless of physical form or characteristics, which has been created by or is being kept by an authority (Wis. Stat. § 19.32).

Record subject - An individual about whom personally identifiable information is contained in a record (Wis. Stat. § 19.32).

808.2 POLICY

State MODIFIED

The Green Lake County Sheriff's Office is committed to providing public access to records in a manner that is consistent with the Wisconsin Public Records Law (Wis. Stat. § 19.31 through Wis. Stat. § 19.39).

The Green Lake County Sheriff's Office policy concerning Records Maintenance and Release is meant to directly comply with Green Lake County Policy given the same topics. See Green Lake County Policy and Code located on the Green Lake County intranet.

808.3 CUSTODIAN OF RECORDS RESPONSIBILITIES

State MODIFIED

The Sheriff shall designate a Custodian of Records. Generally, the Custodian of Records is the Administrative Assistant to the Sheriff. The responsibilities of the Custodian of Records include, but are not limited to:

- (a) Managing the records management system for the Office, including the retention, archiving, release and destruction of office public records.
- (b) Maintaining and updating the office records retention schedule including:
 1. Identifying the minimum length of time the Office must keep records.

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Records Maintenance and Release

2. Identifying the office division responsible for the original record.
- (c) Establishing rules regarding the inspection and copying of office public records as reasonably necessary for the protection of such records.
- (d) Identifying records or portions of records that are confidential under state or federal law and not open for inspection or copying.
- (e) Establishing rules regarding the processing of subpoenas for the production of records.
- (f) Ensuring a current schedule of fees for public records as allowed by law is available.
- (g) Ensuring the prominent display of information regarding the office's public records policy, including the procedure to request information, the established times and places to make requests or obtain copies of records, and the costs (Wis. Stat. § 19.34).
- (h) Ensuring juvenile records are distinguished from adult records and stored separately.
- (i) Establishing procedures for the destruction of both adult and juvenile records, when appropriate and in accordance with established retention schedules.

When appropriate and needed, questions and clarifications concerning the above should be directed to the County Corporation Counsel.

808.3.1 TRAFFIC CRASH REPORTS

Agency Content

Traffic crash reports and related supplemental reports shall be subject to release to those persons authorized pursuant to Wis. Stat. § 346.70(4)(f) and subject to any fee required.

Traffic crash reports and related supplemental reports containing DOT/DMV information may be subject to redaction of any personally identifiable information.

808.4 PROCESSING REQUESTS FOR PUBLIC RECORDS

State

Any office member who receives a request for any record shall route the request to the Custodian of Records or the authorized designee.

808.4.1 REQUESTS FOR RECORDS

State

The processing of requests for any record is subject to the following:

- (a) The Office is not required to create records that do not exist (Wis. Stat. § 19.35(1)(L)).
- (b) When a record contains material with release restrictions and material that is not subject to release restrictions, the restricted material shall be redacted and the unrestricted material released (Wis. Stat. § 19.36(6)).
 1. A copy of the redacted release should be maintained in the case file for proof of what was actually released and as a place to document the reasons for the redactions. If the record is audio or video, a copy of the redacted audio/video release should be maintained in the office-approved media storage system and

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Records Maintenance and Release

a notation should be made in the case file to document the release and the reasons for the redacted portions.

- (c) The Custodian of Records shall determine if the requested record is available and, if so, whether the record is exempt from disclosure. Either the requested record or the reason for nondisclosure will be provided as soon as practicable and without delay (Wis. Stat. § 19.35(4)).
- (d) If the request cannot be completed within 10 days from the initial date of request and unless unusual circumstances preclude doing so, the requestor shall be notified in writing of the delay.

808.4.2 RECORDS INVOLVING THE REQUESTER

State

If a request is received from an individual or a person authorized by the individual who identifies him/herself and states that the purpose of the request is to inspect or copy a record containing personally identifiable information, the request shall be granted or denied access in accordance with Wis. Stat. § 19.35(4)(c).

All requests from criminal defendants and his/her authorized representatives, including attorneys, shall be referred to the District Attorney, Corporation Counsel or the courts.

808.4.3 NOTICE REQUIREMENTS IN LIMITED CIRCUMSTANCES

State

If a record subject to Wis. Stat. § 19.356(2) or any portion thereof, is released, the Office shall notify the affected individual before access is granted and within three days after making the decision to grant access (Wis. Stat. § 19.356(2)(a)).

Within five days after receipt of notice by the Office, an individual may provide written notification of his/her intent to seek a court order restraining the Office from providing access to the requested record (Wis. Stat. § 19.356(3)).

Within 10 days after receipt of a notice by the Office, an individual may commence an action seeking a court order to restrain the Office from providing access to the requested record (Wis. Stat. § 19.356(4)).

The Office shall not provide access to the requested record within 12 days of sending a notice to an individual pertaining to that record. In addition, if the individual commences a court action, the Office shall not provide access to the requested record during pendency of the action. The Office shall not provide access to the requested record until any appeal is decided, until the period for appealing or petitioning for review expires, until a petition for review is denied, or until the Office receives written notice from the individual that an appeal or petition for review will not be filed, whichever occurs first (Wis. Stat. § 19.356(5)).

808.4.4 DENIALS

State

The denial of a request for records is subject to the following:

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Records Maintenance and Release

If a written request is denied in whole or in part, the requester shall receive a written statement of the reasons for denying the request. The denial shall inform the requester that the written request for the record release determination is subject to review by a court or upon application to the Attorney General or a District Attorney (Wis. Stat. § 19.35(4)(b)).

808.4.5 RECORDS DESTRUCTION

State

No record shall be destroyed at any time after the receipt of a request for inspection or copying of the record until after the request is granted or until at least 60 days after the date that the request is denied or, if the requester is a committed or incarcerated person, until at least 90 days after the date that the request is denied.

If the Office receives written notice that an action relating to a record has been commenced in court, the record may not be destroyed until after the order of the court is issued and the deadline for appealing that order has passed, or, if appealed, until after the order of the court hearing the appeal is issued. If the court orders the production of any record, and the order is not appealed, the record may not be destroyed until after the request for inspection or copying is granted (Wis. Stat. § 19.35(5)).

808.5 RELEASE RESTRICTIONS

State

Examples of release restrictions include:

- (a) Personal identifying information, including an individual's photograph; Social Security and driver identification numbers; name, address and telephone number; and medical or disability information that is contained in any driver license record, motor vehicle record or any office record, including traffic crash reports, are restricted except as authorized by the Office, and only when such use or disclosure is permitted or required by law to carry out a legitimate law enforcement purpose (18 USC § 2721; 18 USC § 2722; Wis. Stat. § 19.36(10)).
- (b) Any record containing personally identifiable information that is collected or maintained in connection with a complaint, investigation or other circumstance and that may lead to an enforcement action, administrative proceeding, arbitration proceeding or court proceeding. This includes any record that is collected or maintained in connection with such an action or proceeding (Wis. Stat. § 19.35(1)(am)).
- (c) Any record containing personally identifiable information that, if disclosed, could result in (Wis. Stat. § 19.35(1)(am)):
 1. Endangering an individual's life or safety.
 2. Identifying a confidential informant (Wis. Stat. § 19.36(8)).
 3. Endangering security, including that of the staff or population of a detention facility.
- (d) Any record that is part of a records series that is not indexed, arranged or automated in a way that the record can be retrieved by use of an individual's name, address or other identifier (Wis. Stat. § 19.35(1)(am)).

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Records Maintenance and Release

- (e) Any record with the home, school or work address of a participant in the Wisconsin Department of Justice Address Confidentiality Program (Wis. Stat. § 19.35(1)(am)2m).
- (f) Crime victim and witness information (Wis. Stat. § 950.04).
- (g) Juvenile-related information (Wis. Stat. § 938.396; Wis. Stat. § 48.78; Wis. Stat. § 48.396; Wis. Stat. § 938.78).
- (h) Search warrants until they have been executed (Wis. Stat. § 968.21).
- (i) Investigative information obtained for law enforcement purposes, when required by federal law or regulation to be kept confidential, or when confidentiality is required as a condition to receipt of state aids (Wis. Stat. § 19.36(2)).
- (j) Information in employee personnel records (Wis. Stat. § 19.36(10)).
- (k) Patient health care records (Wis. Stat. § 146.82).
- (l) Records where the government's interest in nondisclosure outweighs the public's interest in disclosure.

808.6 SUBPOENAS AND DISCOVERY REQUESTS

Best Practice

Any member who receives a subpoena duces tecum or discovery request for records should promptly contact a supervisor and the Custodian of Records for review and processing. While a subpoena duces tecum may ultimately be subject to compliance, it is not an order from the court that will automatically require the release of the requested information.

Generally, discovery requests and subpoenas from criminal defendants and their authorized representatives (including attorneys) should be referred to the District Attorney, Corporation Counsel or the courts.

All questions regarding compliance with any subpoena duces tecum or discovery request should be promptly referred to legal counsel for the Office so that a timely response can be prepared.

808.7 RELEASED RECORDS TO BE MARKED

Best Practice

Each page of any written record released pursuant to this policy should be stamped in a colored ink or otherwise marked to indicate the office name and to whom the record was released.

Each audio/video recording released should include the office name and to whom the record was released.

808.8 EXPUNGEMENT

Best Practice

Expungement orders received by the Office shall be reviewed for appropriate action by the Custodian of Records. The Custodian of Records shall expunge such records as ordered by the court (Wis. Stat. § 973.015; Wis. Stat. § 938.355). Records may include, but are not limited to,

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Records Maintenance and Release

a record of arrest, investigation, detention or conviction. Once the record is expunged, members shall respond to any inquiry as though the record did not exist.

808.9 SECURITY BREACHES

State

Members who become aware that any Green Lake County Sheriff's Office system containing personal information may have been breached should notify the Administrative Assistant as soon as practicable.

The Administrative Assistant shall ensure the required notice is given to any person whose unsecured personal information is reasonably believed to have been acquired by an unauthorized person. If the breach involves more than 1,000 individuals, notice of the timing, distribution and content of the notices shall also be given to each consumer reporting agency (Wis. Stat. § 134.98).

Notice shall be given within a reasonable time, not to exceed 45 days, after the Green Lake County Sheriff's Office discovers the breach. Notice may be delayed if notification will impede an investigation or homeland security (Wis. Stat. § 134.98).

For the purposes of the notice requirement, personal information includes an individual's first name or first initial and last name in combination with any one or more of the following (Wis. Stat. § 134.98):

- (a) Social Security number
- (b) Driver's license number or Wisconsin identification card number
- (c) Full account number, credit or debit card number or any required security code, access code or password that would permit access to an individual's financial account
- (d) The individual's DNA profile (as defined by Wis. Stat. § 939.74), or the individual's biometric data, including fingerprint, voice print, retina or iris image or any other unique physical representation

If the breach reasonably appears to have been made to protected information covered in the Protected Information Policy, the Administrative Assistant should promptly notify the appropriate member designated to oversee the security of protected information (see the Protected Information Policy).

Protected Information

810.1 PURPOSE AND SCOPE

Best Practice

The purpose of this policy is to provide guidelines for the access, transmission, release and security of protected information by members of the Green Lake County Sheriff's Office. This policy addresses the protected information that is used in the day-to-day operation of the Office and not the public records information covered in the Records Release and Security Policy.

810.1.1 DEFINITIONS

Best Practice

Definitions related to this policy include:

Protected information - Any information or data that is collected, stored or accessed by members of the Green Lake County Sheriff's Office and is subject to any access or release restrictions imposed by law, regulation, order or use agreement. This includes all information contained in federal, state or local law enforcement databases that is not accessible to the public.

810.2 POLICY

Best Practice

Members of the Green Lake County Sheriff's Office will adhere to all applicable laws, orders, regulations, use agreements and training related to the access, use, dissemination and release of protected information.

810.3 RESPONSIBILITIES

Best Practice **MODIFIED**

The Sheriff shall select a member of the Office to coordinate the use of protected information. Generally, the Administrative Assistant to the Sheriff is responsible for the Front Office Division which manages reports including protected information. Additionally, Spillman Records Management Systems Administrators and a Communications Sergeant are responsible other protected information contained within this policy.

The responsibilities of this position include, but are not limited to:

- (a) Ensuring member compliance with this policy and with requirements applicable to protected information, including requirements for the National Crime Information Center (NCIC) system, National Law Enforcement Telecommunications System (NLETS), Department of Transportation (DOT) records and the Transaction Information for the Management of Enforcement (TIME) system.
- (b) Developing, disseminating and maintaining procedures that adopt or comply with the U.S. Department of Justice's current Criminal Justice Information Services (CJIS) Security Policy.

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Protected Information

- (c) Developing, disseminating and maintaining any other procedures necessary to comply with any other requirements for the access, use, dissemination, release and security of protected information.
- (d) Developing procedures to ensure training and certification requirements are met.
- (e) Resolving specific questions that arise regarding authorized recipients of protected information.
- (f) Ensuring security practices and procedures are in place to comply with requirements applicable to protected information.

810.4 ACCESS TO PROTECTED INFORMATION

Best Practice

Protected information shall not be accessed in violation of any law, order, regulation, user agreement, Green Lake County Sheriff's Office policy or training. Only those members who have completed applicable training and met any applicable requirements, such as a background check, may access protected information, and only when the member has a legitimate work-related reason for such access.

Unauthorized access, including access for other than a legitimate work-related purpose, is prohibited and may subject a member to administrative action pursuant to the Personnel Complaints Policy and/or criminal prosecution.

810.4.1 TIME AGENCY COORDINATOR

Agency Content

A Communications Sergeant is the designated TIME Agency Coordinator for the Green Lake County Sheriff's Office. The coordinator is responsible for ensuring compliance with this procedure, the TIME system's policy and operational procedures, and with applicable records security regulations and requirements imposed by federal and state law. The TIME Agency Coordinator will resolve specific questions that arise regarding authorized recipients of CHRI. The TIME Agency Coordinator will be in charge of maintaining documents and logs as required by the TIME policy.

810.4.2 RELEASE OF CHRI

Agency Content

Only the persons listed below are authorized to release CHRI. Each authorized person releasing CHRI is responsible to ensure that each request granted appears legitimate and that the requester has a right and need to know.

- (a) TIME Agency Coordinator
- (b) Administrative Assistant
- (c) Full-time members of the Front Office

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Protected Information

- (d) Personnel specifically designated in writing by Division Administrators with the concurrence of the TIME Agency Coordinator.

810.4.3 RELEASE OF CHRI TO FIELD PERSONNEL

Agency Content

CHRI should generally not be transmitted by radio or cellular telephone to field personnel except in cases where circumstances reasonably indicate that the safety of a deputy or the public is at risk. Examples of situations where the transmission of summary criminal history information would be justified include a hostage situation or a situation involving an armed suspect. However, a routine investigation or traffic enforcement stop would not be sufficient justification.

Nothing in this procedure is intended to prohibit broadcasting warrant information concerning wanted persons.

810.4.4 PREREQUISITES PRIOR TO DISSEMINATION OF RECORDS

Agency Content

This office should not disseminate any record of criminal history without first making inquiry in the TIME system to obtain the most current and complete information available, unless:

- (a) The information is needed for a purpose in the administration of criminal justice for which time is essential and the TIME system is unavailable within the required time period.
- (b) The full information requested and to be disseminated relates to specific facts or incidents which are within the direct knowledge of a deputy, agent or member of the agency that disseminates the information.
- (c) The information requested and to be disseminated was received from the TIME system within 30 days before the information is disseminated.
- (d) The statute, executive order, court rule or court order under which the information is to be disseminated refers only to information in the files of the agency that makes the dissemination.
- (e) The information requested and to be disseminated is for the express purpose of research, evaluation or statistical activities to be based upon information maintained in the files of the agency or agencies from which the information is sought.
- (f) The information is otherwise required to be disseminated by law.

810.4.5 AUTHORIZED RELEASE OF CHRI

Agency Content

This office is not the custodian of CHRI contained in the TIME system. Any public access request for release of such records should be made to the custodian of those records, such as the Wisconsin Department of Transportation and Wisconsin Crime Information Bureau.

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Protected Information

All requests for CHRI shall be forwarded to the Front Office or the office of the TIME Agency Coordinator to be disseminated pursuant to state and federal law. However, CRHI may be disseminated by authorized personnel:

- (a) Among agencies that maintain a system for the mutual exchange of criminal records.
- (b) Among agencies to administer the system of criminal justice, including the furnishing of information by a law enforcement agency to a district attorney.
- (c) To the Wisconsin Crime Information Bureau.

810.5 RELEASE OR DISSEMINATION OF PROTECTED INFORMATION

Best Practice

Protected information may be released only to authorized recipients who have both a right to know and a need to know.

A member who is asked to release protected information that should not be released should refer the requesting person to a supervisor or to the Administrative Assistant for information regarding a formal request.

Unless otherwise ordered or when an investigation would be jeopardized, protected information maintained by the Office may generally be shared with authorized persons from other law enforcement agencies who are assisting in the investigation or conducting a related investigation. Any such information should be released through the Front Office to ensure proper documentation of the release (see the Records Release and Security Policy).

Protected information, such as Criminal Justice Information (CJI), which includes Criminal History Record Information (CHRI), should generally not be transmitted by radio, cellular telephone or any other type of wireless transmission to members in the field or in vehicles through any computer or electronic device, except in cases where there is an immediate need for the information to further an investigation or where circumstances reasonably indicate that the immediate safety of deputies, other office members or the public is at risk.

Nothing in this policy is intended to prohibit broadcasting warrant information.

810.6 SECURITY OF PROTECTED INFORMATION

Federal

The Sheriff will select a member of the Office to oversee the security of protected information.

The responsibilities of this position include, but are not limited to:

- (a) Developing and maintaining security practices, procedures and training.
- (b) Ensuring federal and state compliance with the CJIS Security Policy and the requirements of any state or local criminal history records systems.
- (c) Establishing procedures to provide for the preparation, prevention, detection, analysis and containment of security incidents including computer attacks.

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Protected Information

- (d) Tracking, documenting and reporting all breach of security incidents to the Sheriff and appropriate authorities.

810.6.1 MEMBER RESPONSIBILITIES

Best Practice

Members accessing or receiving protected information shall ensure the information is not accessed or received by persons who are not authorized to access or receive it. This includes leaving protected information, such as documents or computer databases, accessible to others when it is reasonably foreseeable that unauthorized access may occur (e.g., on an unattended table or desk; in or on an unattended vehicle; in an unlocked desk drawer or file cabinet; on an unattended computer terminal).

810.6.2 DESTRUCTION OF CHRI

State

When any document providing CHRI has served the purpose for which it was obtained, it shall be destroyed by shredding in compliance with the organization's records retention schedule.

Each member shall be responsible for properly destroying the CHRI documents he/she receives.

810.7 TRAINING

Best Practice

All members authorized to access or release protected information shall complete a training program that complies with any protected information system requirements and identifies authorized access and use of protected information, as well as its proper handling and dissemination.

810.7.1 DESTRUCTION OF CHRI

Agency Content

When any document providing CHRI has served the purpose for which it was obtained, it shall be destroyed by shredding in compliance with the organization's records retention schedule.

Each member shall be responsible for properly destroying the CHRI documents he/she receives.

810.8 MISUSE OF RECORDS

Agency Content

Members shall not access CHRI until a background investigation has been completed and approved.

Members shall not obtain, or attempt to obtain, information from office files or other source other than that to which they are entitled in accordance with his/her official duties.

Disseminating the content of any criminal record except as provided in this policy and to anyone other than authorized personnel is a violation of the Conduct Policy.

Members shall not process or release CHRI until the training program prescribed by the TIME Agency Coordinator has been completed.

Green Lake County Sheriff's Office

Green Lake County SO Policy Manual

Protected Information

810.9 TRAINING PROGRAM

Agency Content

The Training Officers shall coordinate training in the proper use, control and dissemination of CHRI every two years or as determined by the Training Sergeants.