



LAND INFORMATION DEPARTMENT

John Lefebvre
Director

Greg Cleereman
Conservationist

Tina Barnes
Property Lister

AGENDA LAND INFORMATION COMMITTEE

DATE: Monday, July 9, 2012
TIME: 9:00 a.m.
PLACE: Land Information Meeting - Room C129 - Marinette County Courthouse

1. Call meeting to order
2. Approve agenda
3. Approve minutes of the June 11, 2012 meeting.
4. Public Comment - Any person desirous of addressing the Committee on any subject under the Committee's jurisdiction shall first obtain permission from the Committee Chairperson. All such addresses shall be limited to 5 minutes unless otherwise extended by the Committee Chairperson.
5. Presentation by Neil Palmer, American Transmission Company regarding ATC's Bay Lake Project.
6. Discuss/consider options for land records system upgrade in the Register of Deeds Department. Action, if any.
7. Discuss/consider Amendments to the town of Dunbar Zoning Ordinance adopted by the Town of Dunbar Board on May 14, 2012. Action, if any.
8. Discuss/consider accepting an \$8,000 grant from WDNR to perform education and outreach activities in support of the Lower Menominee River Remedial Action Plan. Action if any.
9. Discuss/consider accepting a \$2,500 grant from the Wisconsin Public Service Corporation. Action if any.
10. Discuss/consider staff attending the North American Manure Expo in Prairie Du Sac on August 22, 2012. Action if any.
11. Discuss/consider LIC Members and LID Staff attendance at the Lake Michigan Land & Water Conservation Association Summer Tour and Business Meeting on July 20, 2012 in Brown County. Action if any.
12. Correspondence. Action, if any. (Correspondence if not specifically listed below will be for information only)
 - A. Country Today Article – Sand Lake Conservation Camp
 - B. DATCP Report for June-July
 - C. Wood County Resolution
13. Discuss/consider the June schedule of invoices. Action, if any.
14. Schedule next meeting – Monday, August 13, 2012.
15. Identify possible items for discussion and consideration at the next meeting
16. Adjourn



Alice Baumgarten
Clancy Whiting

Ted Sauve
Robert Holley

Larry Nichols
John Fendryk

Joe Policello

Kathy Brandt, County Clerk
Renee Miller, County Register of Deeds

NOTE: Agenda items may not be considered and acted upon in the order listed

If you are an individual with a disability and need a special accommodation while attending this meeting, as required by the Americans with Disabilities Act, please notify the County Clerk, Marinette County Courthouse (715-732-7406) at least 24 hours prior to the meeting in order to make suitable arrangements. Thank you. (TDD# 715-732-7760)

Item 6



Quotation

LandLink Migration for Marinette County

To: Renee Miller, Marinette County, WI
From: Randy S Haupt
Date: 06/29/2012



LandLink Migration

Item	Qty	Model	Description	Price/Unit	Price
1	1		LandLink Upgrade Package	\$8,000.00	\$8,000.00
2			*Includes new software, data migration, and three day of professional services to install and train. Does not include expenses	\$0.00	
3			** Current LRMS maintenace becomes LandLink maintenance	\$0.00	
4			*Plus expenses	\$0.00	
				Sub-Total	\$8,000.00
				Adjustment	\$0.00
				Section Total	\$8,000.00

Quote Totals

Sub-Total	\$8,000.00
Adjustment	\$0.00
Grand Total	\$8,000.00



SOFTWARE LICENSE AGREEMENT

PURCHASER
Marinette County, WI 1926 Hall Avenue Marinette, WI, 54143-1717 Attention: Renee Miller Phone: Fax:

SELLER
TriMin Systems, Inc. 2277 Highway 36 West Suite 101E Roseville, MN 55113 Contact: Randy S Hauptert Phone: (651) 636-7667 Fax: (651) 636-9932

LandLink Migration for Marinette County

CONTRACT #	DATE	SALES REP	STATUS
40494D2B	06/29/2012	Randy S Hauptert	Open

Total:	\$8,000.00
Shipping:	\$0.00
Sales Tax @ 0%	\$0.00
	\$8,000.00

See LandLink Migration for Marinette County quote for more detail of this purchase

Terms of Payment : Net Due upon signing agreements.

The SELLER agrees to sell, and the PURCHASER agrees to purchase, the software listed above, in accordance with the terms and conditions specified herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be assigned by their respective duly authorized representatives.

Accepted by:
TriMin Systems, Inc.

Accepted by Purchaser :
Marinette County, WI

By: Randy S Hauptert

By: Renee Miller

Title:

Title:

Date:

Date:

THE ADDITIONAL TERMS AND CONDITIONS OF THE ATTACHED PAGE HEREOF AND ON THE FOLLOWING PAGES ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

TERMS & CONDITIONS

Thank you for purchasing LandLink (product) from TriMin Systems, Inc. It is important that you read this notice carefully.

SOFTWARE LICENSE AGREEMENT

TERMS:

For LandLink product and accompanying documentation according to the following terms: payment of the one time charge above, TriMin Systems, Inc. grants you a non-exclusive, non-transferable license to use this copy of

You may:

1. Install the product on only one IBM iSeries/PC Server computer,
2. Copy the product for backup purposes only,
3. Physically transfer the product from one IBM iSeries/PC Server computer to another, provided that the product is used on only one computer at a time.

You may not:

1. Use the product in a computer business service network, time-sharing, or multiple CPU environment, except for the purpose of providing remote user access to product records,
2. Rent, transfer or grant any rights in the product or accompanying documentation in any form to any person or entity,
3. Remove any proprietary notices, labels or marks on the product and accompanying documentation.

This license is not a sale. Title and copyrights to the product, accompanying documentation and any copy made by you remain with TriMin Systems, Inc. Unauthorized copying of the product or the accompanying documentation, or failure to comply with the above restrictions, will result in automatic termination of this license, as well as other legally permissible remedies.

DELIVERY:

Upon Execution of this Agreement TriMin shall deliver or provide access to the Software. Delivery shall be F.O.B. TriMin's shipping point. Installation and implementation of the Software is not included in this Software License Agreement. Customer may separately contract with TriMin for implementation assistance if Customer so desires. Initial delivery of the Software shall constitute fulfillment of TriMin's obligation under this paragraph.

LIMITED WARRANTY:

TriMin Systems, Inc. warrants that:

1. The magnetic medium on which the product is recorded is free from defect in materials and faulty workmanship under normal use for a period of forty (40) days from the date of shipment. If during this forty day period the medium should become defective, it may be returned to TriMin Systems, Inc. for replacement without charge,
2. The product has been properly recorded on the medium provided,
3. The documentation is substantially complete and contains all the information which TriMin Systems, Inc. deems necessary for use of the product,
4. The product functions substantially as described in the documentation.

TriMin Systems, Inc. excludes any warranty coverage for incidental or consequential damages; any and all implied warranties, including warranties of merchantability and fitness for a particular purpose. We limit the user's remedy to return all materials for replacement. You may have certain rights under consumer laws which do not allow the exclusion of implied warranties or damages, or the limitation of such. If these laws apply, our exclusions or limitations may not apply to you.

Accepted and agreed for
Marinette County, WI

Accepted and agreed for
TriMin Systems, inc.

LandLink Migration for Marinette County

Signed By: _____

Signed By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Address: 1926 Hall Avenue
Marinette, WI

Address: 2277 Hwy. 36 W. Suite 101E
Roseville, MN 55113

Date: _____

Date: _____



Quotation

LandLink and LightHouse for Marinette County

To: Renee miller, Marinette County, WI
From: Randy S Haupt
Date: 06/29/2012



TriMin Software

Item	Qty	Model	Description	Price/Unit	Price
1	1		LandLink Upgrade Package	\$8,000.00	\$8,000.00
2	1		Lighthouse Module Software	\$17,500.00	\$17,500.00
3			*Includes new software, data migration, and three day of professional services to install and train. Does not include expenses	\$0.00	
				Sub-Total	\$25,500.00
				Adjustment	\$2,500.00
				Section Total	\$23,000.00

Contracts must be signed by 10/1/2012 to receive discount

Professional Services

Item	Qty	Model	Description	Price/Unit	Price
1	3	days	LightHouse Installation and Training*	\$17,500.00	\$3,000.00
2	0		*Plus Expenses	\$0.00	
				Sub-Total	\$3,000.00
				Adjustment	\$0.00
				Section Total	\$3,000.00

Yearly Maintenance

Item	Qty	Model	Description	Price/Unit	Price
1	1	Yearly	Land Records Maintenance becomes LandLink Maintenance- No changes to amount and time due	\$0.00	
2	1	Yearly	LightHouse Maintenance	\$2,625.00	\$2,625.00
				Sub-Total	\$2,625.00
				Adjustment	\$0.00
				Section Total	\$2,625.00

LightHouse Additional Items

Item	Qty	Model	Description	Price/Unit	Price
1			Lighthouse to run on LandShark Server	\$0.00	
2	1		SSL Certificate	\$0.00	
				Sub-Total	\$0.00
				Adjustment	\$0.00
				Section Total	\$0.00

Quote Totals

Sub-Total	\$28,625.00
Adjustment	\$0.00
Grand Total	\$28,625.00



SOFTWARE MAINTENANCE AGREEMENT

PURCHASER
Marinette County, WI 1926 Hall Avenue Marinette, WI, 54143-1717 Attention: Renee miller Phone: Fax:

SELLER
TriMin Systems, Inc. 2277 Highway 36 West Suite 101E Roseville, MN 55113 Contact: Randy S Hauptert Phone: (651) 636-7667 Fax: (651) 636-9932

LandLink and LightHouse for Marinette County

CONTRACT#	DATE	SALES REP	STATUS
5838DAAB	06/29/2012	Randy S Hauptert	Open

Total:	\$2,625.00
Shipping:	\$0.00
Sales Tax @ 0%	\$0.00
	\$2,625.00

See LandLink and LightHouse for Marinette County quote for detail of this purchase.

Terms of Payment : Net Due upon installation of Software

The SELLER agrees to sell, and the PURCHASER agrees to purchase, the machines and features listed above (herein referred to as the "Equipment"), in accordance with the terms and conditions specified herein. IN WITNESS WHEREOF, the parties hereto have caused this agreement to be assigned by their respective duly authorized representatives.

Accepted by:
TriMin Systems, Inc.

Accepted by Purchaser :
Marinette County, WI

By: Randy S Hauptert

By: Renee miller

Title:

Title:

Date:

Date:

THE ADDITIONAL TERMS AND CONDITIONS OF THE ATTACHED PAGE HEREOF AND ON THE FOLLOWING PAGES ARE INCORPORATED AND MADE PART OF THIS AGREEMENT.

TERMS & CONDITIONS

For the payment of a maintenance fee of \$2,625.00, TriMin Systems, Inc. agrees to provide maintenance. The annual maintenance fee will be due upon installation of LightHouse (Product) and on the anniversary date, thereafter, at the then current published price. Within the life of the Agreement, TriMin will supply to the Licensee all new releases of the Product including supporting documentation. Licensee will report Product defects such as programming errors and logic errors to TriMin in writing. TriMin will correct all defects at its own expense. Such corrections may be supplied immediately and will be distributed within subsequent releases of the Product. Licensee will provide a facility such that remote dial-up communications by TriMin to Licensee's AS/400/PC Server will facilitate implementation support and investigation of error conditions. Phone support is available to the Licensee during the hours of 9:00 A.M. to 5:00 P.M. central time, Monday through Friday except TriMin holidays. Support will be provided for the current and immediate previous release of the Product operating under the current or the immediate previous release of IBM OS/400 or windows operating system.

The Licensee can discontinue the maintenance after the first anniversary of the installation date by providing TriMin with written notification of its intention six months prior to the next anniversary date.

Current users will be notified in writing by June 1 of the current year, to be effective January 1 of the following year, of any changes affecting the annual maintenance fee.

Accepted and agreed for
Marinette County, WI

Accepted and agreed for
TriMin Systems, Inc.

LandLink and LightHouse for Marinette County

Signed By: _____
Name: _____
Title: _____
Address: 1926 Hall Avenue
Marinette, WI
Date: _____

Signed By: _____
Name: _____
Title: _____
Address: 2277 Hwy. 36 W. Suite 101E
Roseville, MN 55113
Date: _____



SERVICES SCHEDULE AGREEMENT

PURCHASER
Marinette County, WI 1926 Hall Avenue Marinette, WI, 54143-1717 Attention: Renee miller Phone: Fax:

SELLER
TriMin Systems, Inc. 2277 Highway 36 West Suite 101E Roseville, MN 55113 Created by: Phone: 651-636-7667 Fax: 651-636-9932

LandLink and LightHouse for Marinette County

Schedule #	DATE	SALES REP	STATUS
CB805A5B	06/29/2012	Randy S Hauptert	Open

Total:	\$3,000.00
Shipping:	\$0.00
	\$3,000.00

See LandLink and LightHouse for Marinette County quote for more detail of this purchase.

Terms: Net due upon completion of Services

Services will be performed at: The Customer Location TriMin Systems, Inc Other
Travel Expenses: TriMin will also be reimbursed for all reasonable and customary out-of-pocket expenses, including mileage, airfare, hotel, car rental, meals and travel time per quote. Any incurred expense (i.e. cancellation fees for travel, etc.) will be reimbursed by the customer.

The above stated rates are subject to change if schedule is not accepted and returned within 45 calendar days.

Accepted and agreed for
Marinette County, WI

Accepted and agreed for
TriMin Systems, Inc.

Signed By: _____
 Name: _____
 Title: _____
 Address: 1926 Hall Avenue
 Marinette, WI
 Date: _____

Signed By: _____
 Name: _____
 Title: _____
 Address: 2277 Hwy. 36 W. Suite 101E
 Roseville, MN 55113
 Date: _____

TriMin Maintenance Fees

Currently we have TriMin and our maintenance fees are:

\$4136.00	Land Records Maintenance (LandLink would continue with same fee)
\$955.00	Vital Statistics Maintenance
\$955.00	Cash Drawer Maintenance
\$2472.00	LandShark Maintenance
\$8518.00	Total

If we would add electronic recording:

\$2625.00	LightHouse Maintenance (electronic recording)
\$11,143.00	Total

We have 4 companies that pay a monthly LandShark fee of \$225.00

1. Bay Area Title
2. First American Title (Packer Valley Title)
3. Green Bay Title (Marinette County Title)
4. Knight Barry Title

Explanation of Fidlar Pricing Options

At Fidar we have 2 pricing options available; Software Purchase with County Care, or LifeCycle. Fidar is in a very strong financial situation and therefore if there are other pricing options the county may be interested in, we are open to discussing how the various costs are distributed or how payments can be structured.

- **Enterprise Level Pricing-** When Fidar contracts with a county for any of our software solutions; they are priced at the enterprise level. There are no additional software charges to add additional users or "seats" to your office.

Software Purchase with County Care versus LifeCycle explained

- **Software Purchase with County Care** is an option where a County would prefer to pay for the software license upfront and then pay the annual support and maintenance fees we call County Care. County Care includes unlimited access to our world class support team as well as all future software upgrades within the purchased product, system patches, and mandatory legislative and statutory updates. As new products become available from Fidar you would have the opportunity to purchase them individually.
- **LifeCycle** is a program that goes beyond the norm of our marketplace. LifeCycle does not charge upfront for the cost of the software, rather it is spread out over the term of the contract and included in the annual LifeCycle fees. LifeCycle from a support perspective includes everything provided in County Care as well as all new products developed by Fidar throughout the life of your contract that is used in the recordation of real-estate documents. This means that anytime Fidar develops a new product, not just upgrades, all a County would have to do to receive the new program would be to call our Production Department and get on our installation schedule. There is no budgetary impact on the county. As an example Fidar's current LifeCycle customers utilizing our iDoc land records system have the option to upgrade to our newest solution AVID at absolutely no charge! It is the best program in the industry to guarantee that our County Partners are consistently current with the latest programs and technology.
- **Equipment Requirements-** Below are the hardware specifications at both the server and workstation (client) level. Two servers are required to run the AVID installation but the exact numbers of workstations, as well as workstation peripherals, will be decided either during contract discussions or during the workflow phase of our installation. This is due to the fact that AVID has many different workflow options and based on our previous meetings with the ROD and the staff, we understand there is a desire to evaluate all options in the interest of efficiency and providing the best service. The difference in workflows can affect the overall quantity of both workstations and workstation peripherals.

LifeCycle Program For: Marinette County, WI

Product / Service Description	First Year Charges	Annual Charges years 2-5
Software / Annual Maintenance / Support		
AVID LifeCycle Annual Fee Fixed Charge (based on of 10,400 documents / year)	\$26,000	\$26,000
OR		
AVID LifeCycle Annual Fee / document charge	\$2.50 / doc	\$2.50 / doc
Receipting (cashiering)	Included	Included
Indexing	Included	Included
iScan – Scanning Module	Included	Included
Auto-Indexing Functionality (OCR)	Included	Included
SSN Redaction Batch Processing of all Existing Digital Images	Included	Included
Manual Redaction in AVID	Included	Included
Automatic Redaction AVID	Included	Included
eRecording capability	Included	Included
WIDOR Module	Included	Included
Laredo & Tapestry Remote access software	Included	Included
LifeCycle- All New products for recording land records	Included	Included
Annual CountyCare Support	Included	Included
1-800 Support	Included	Included
System Upgrades	Included	Included
State Mandated or Regulatory Updates	Included	Included
Total Software and Support	\$26,000	\$26,000
Implementation Services / Training		
Project Management	Included	Included
Workflow Analysis		
Installation/Configuration		
Data Conversion		
GIS/Laredo Integration (using PIN)		
Comprehensive Training		
-Internal		
-Remote Access Public		
Training on New features & Functionality		
Implementation Services	\$30,000	
Budget Totals (1st year and years 2-5)	\$56,000	\$26,000
Total 5 Year Investment	\$56,000	\$104,000
	\$160,000	
Customization Fund	\$5,000*	

**Customization Fund is for unknown costs or customizations that may arise during conversion. We will discuss with county prior to billing and if unused it is refunded to the county at the end of the implementation period.*

One Time Charge Software Pricing with County Care for: Marinette County, WI

Product / Service Description	First Year Charges	Annual Charges years 2-5
Software / Annual Maintenance / Support		
AVID One-Time Purchase Charge	\$55,000	NA
Receipting (cashiering)	Included	Included
Indexing	Included	Included
iScan – Scanning Module	Included	Included
Auto-Indexing Functionality (OCR)	Included	Included
SSN Redaction Batch Processing of all Existing		
Digital Images	Included	Included
Manual Redaction in AVID	Included	Included
Automatic Redaction AVID	Included	Included
eRecording capability	Included	Included
WIDOR Module	\$7,500	Included
Laredo & Tapestry Remote access	Included	Included
LifeCycle- All New products for recording land records	Per Product	Per Product
Annual CountyCare Support	\$11,900	\$11,900
1-800 Support	Included	Included
System Upgrades	Included	Included
State Mandated or Regulatory Updates	Included	Included
Total Software and Support	\$66,900	\$11,900
Implementation Services / Training		
Project Management		
Workflow Analysis		
Installation/Configuration		
Data Conversion		
GIS/Laredo Integration (using PIN)		
Comprehensive Training		
-Internal		
-Remote Access Public		
Training on New features & Functionality		
Implementation Services	\$30,000	
Budget Totals (1st year and years 2-5)	\$96,900	\$47,600
Total 5 Year Investment	\$144,500	
Customization Fund	\$5,000*	

**Customization Fund is for unknown costs or customizations that may arise during conversion. We will discuss with county prior to billing and if unused it is refunded to the county at the end of the implementation period.*

Equipment Pricing:**AVID Servers (2): (not required if Fidlar Hosted)**

HP Proliant ML350 G6 Tower Xeon QC ES620 2.40 GHz (x1)/ 4GB / DVD-ROM / 8x2.5" SAS / SATA HS/ GNIC

(1) HP 4GB PC3-10600 240-pin DDR3 SDRAM RDIMM

(4) HP 146GB 10K SAS 6Gb/s 2.5" DP Hard Drives

Both Server min. 8Gig RAM

AVID Workstations:

HP Z200 WS Core i3-540 3.06 GHz / 2GB 1x160GB SATA / DVD-RW / GigNIC / W7P

(1) HP 2GB PC3-10666 240 pin DDR3 SDRAM DIMM for Z200

4 Gig RAM total

24 inch wide screen monitor resolution of 1980 X 1200

AVID Workstation Peripherals:

Epson TM-J 7100 Printer USB w/ cable and power supply

Dymo Labelwriter Printer

Fujitsu FI-6130 – ADF Ctr Duplex Workgroup Scanner w/ VRS 4.0 Professional Software License

3800G14E imager / bar code reader w/ USB cable

One Touch 4500 Fingerprint reader



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800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
CTDS789	6626929	6/12/2012

B I L L I N G
LARRY SCHULTZ
1926 HALL AVE
MARINETTE COUNTY
MARINETTE, WI 54143-1717

MARINETTE COUNTY
1926 HALL AVE
LARRY SCHULTZ
MARINETTE, WI 54143-1717
Contact: LARRY SCHULTZ 715-732-7463

Customer Phone # 7157327482

Customer P.O.# HP ML350 G8 QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ANNA SCHAFFNER 866-339-7083	AIT - Deferred, 3-	American Express	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2637033	HP GEN8 ML350PR08 E5-2630 SFF BASE Mfg#: CPR-646677-001 Contract: WCA SERVICES INCORPORATED	3211.36	3211.36
2	2637075	HP GEN8 146GB 6G SAS 15K 2.5 SC ENT Mfg#: CPR-652605-B21 Contract: WCA SERVICES INCORPORATED	391.22	782.44
			SUBTOTAL	3993.80
			FREIGHT	.00
			SALES TAX	.00

TOTAL US Currency
3,993.80

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9163

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Renee Miller

From: Anna Schaffner [annasch@cdwg.com]
Sent: Tuesday, June 12, 2012 1:59 PM
To: Anna Schaffner
Subject: CDW-G Quote Confirmation: Quote #CTDT249/P.O. Ref. ML350 G6

CDW-G QUOTE CONFIRMATION



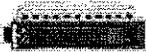
DEAR LARRY SCHULTZ,

Thank you for considering CDW-G for your computing needs. The details of your quote are below. [Click here](#) to convert your quote to a order.

QUOTE DETAILS

Requested: 6/12/2012 **Grand Total: \$2,373.33**
Quote #: CTDT249 **Customer Number: 6626929**
Quote Reference: ML350 G6

QUOTE DETAILS LIST

ITEM	QTY	CDW #	UNIT PRICE	EXT. PRICE
 HP ProLiant ML350 G6 Special Server - Xeon E5620 2.4 GHz Mfg. Part#: 600426-005 UNSPSC: 43211501 Contract: Wisconsin Counties Association Go to Site	1	2037898	\$1,477.12	\$1,477.12
 HP memory - 4 GB - DIMM 240-pin - DDR3 Mfg. Part#: 500658-S21 UNSPSC: 43201402 Contract: Wisconsin Counties Association Go to Site	1	1723305	\$161.65	\$161.65
 HP Dual Port Enterprise - hard drive - 146 GB - SAS-2 Mfg. Part#: 512547-B21 UNSPSC: 43201803 Contract: Wisconsin Counties Association Go to Site	2	1775688	\$367.28	\$734.56

Subtotal: \$2,373.33

Shipping: \$0.00
Sales Tax: \$0.00
GRAND TOTAL: \$2,373.33

[Convert Quote to Order](#)

SHIPPING DETAILS

Shipping Address:

MARINETTE COUNTY
LARRY SCHULTZ
1926 HALL AVE
MARINETTE, WI 54143-1717

Shipping Method: FEDEX Ground

Payment Terms: American Express

SALES CONTACT INFO

Anna Schaffner | (866) 339-7083 | annasch@cdwg.com

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This email was sent to annasch@cdwg.com.

Please add cdwsales@cdwemail.com to your address book.

Please do not reply to this e-mail. This mailbox is not monitored.

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SPS:1 SPSbdc76381-7d6d-49f0-b137-cb6e6bc8dc8e



*The Right Technology.
Right Away.™*

www.CDWG.com
800-808-4239

SALES QUOTATION

QUOTE NO.	ACCOUNT NO.	DATE
CTDT456	6626929	6/12/2012

B LARRY SCHULTZ
L 1926 HALL AVE
L MARINETTE COUNTY
T MARINETTE, WI 54143-1717
O

S MARINETTE COUNTY
H 1926 HALL AVE
I
P LARRY SCHULTZ
T MARINETTE, WI 54143-1717
O Contact: LARRY SCHULTZ 715-732-7463

Customer Phone # 7157327482

Customer P.O. # HP Z210

QUOTE

ACCOUNT MANAGER	SHIPPING METHOD	TERMS	EXEMPTION CERTIFICATE
ANNA SCHAFFNER 866-339-7083	FEDEX Ground	American Express	GOVT-EXEMPT

QTY	ITEM NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	2593346	HP Z210 CMT I5-2400 2X250GB 4GB W7P Mfg#: HNS-FM088U8#ABA Contract: WCA SERVICES INCORPORATED	895.82	895.82
1	2568740	HP L240W 24IN LCD MONITOR HA TAA Mfg#: HP3-QJ622A2#ABA Contract: WCA SERVICES INCORPORATED	197.10	197.10
		SUBTOTAL		1092.92
		FREIGHT		.00
		SALES TAX		.00

TOTAL US Currency
1,092.92

CDW Government
230 North Milwaukee Ave.
Vernon Hills, IL 60061
General Phone: 847-371-5000 Fax: 847-419-6200
Account Manager's Direct Fax: 312-705-9163

Please remit payment to:
CDW Government
75 Remittance Drive
Suite 1515
Chicago, IL 60675-1515

Marinette County, WI
Projected Annual *Laredo* and *Tapestry* Revenue



Laredo Revenue

Based on study of current Fidlar counties using Laredo & Tapestry

Marinette County can expect 10 subscribers to Laredo.

45% of users (5) will fall within the 1st (A) level of Minute Plans

31% of users (3) will fall within the 2nd (B), 3rd (C) and 4th (D) levels of Minute Plans

24% of users (2) will fall with the last (E) level of Minute Plans

<u>Laredo Monthly Plans</u>	<u>Net Revenue to County</u>
A 0-250 minutes	\$30/mo
B 251-500 minutes	\$60/mo
C 501-1000 minutes	\$110/mo
D 1001-2000 minutes	\$192/mo
E 2001 and up	\$285/mo

County revenue of 1st (A) level of Minute Plans = \$30 per month

Average County revenue of 2nd (B), 3rd (C) and 4th (D) levels of Minute Plans = \$121 per month

County revenue of last level (E) of Minute Plans = \$285 per month

5 subscribers at \$30 per month = \$150 x 12 months = \$1,800/yr

3 subscribers at \$121 per month = \$363 x 12 months = \$4,356/yr

2 subscribers at \$285 per month = \$570 x 12 months = \$6,840/yr

Total Projected Annual *Laredo* Revenue = \$12,996

Tapestry Revenue

Based on study of current Fidlar counties using Laredo & Tapestry.

Total Projected Annual *Tapestry* Revenue = \$3,460

Laredo Revenue: \$12,996.00

Tapestry Revenue: \$3,460.00

Total Projected Remote Service Revenue: \$16,456.00

(This is not guaranteed - it is based on historical averages only.)

**A SUMMARY OF THE BENEFITS OF IMPLEMENTING
AVID & LAREDO IN MARINETTE COUNTY, WI**

(3/21/2011)

On March 21st 2012, Mark Schwarting and Kyle Cogdill met with Renee to observe your current workflow for document processing. Following this visit, and recognizing Marinette County's openness to continued improvements in efficiency, technology, and in the streamlining of your office processes, Fidlar Technologies offers the following list of benefits your office can realize in implementing Fidlar's AVID and Laredo / Tapestry programs.

DOCUMENT PROOFING, RECEIPTING, SCANNING ("AVID PREP")

1. **MULTIPLE STAFF RECORDING:** In AVID, multiple staff can receipt documents at the same time (in AVID PREP). If a staff member needs to stop recording for a while in the middle of a batch, there is no problem with the other staff members continuing their recordings. This will allow you to continue to assign and change roles on a monthly basis, if you choose.
2. **WIDOR TRANSFER FEE:** AVID seamlessly links with the WIDOR eRETR system and shares data (party names, parcel numbers, dates, exempt numbers, etc.) with the WIDOR system simply by entering the eRETR receipt number into AVID. There is no separate step required to upload data to the WIDOR system.
3. **INTUITIVE SCREEN DISPLAY:** Currently, when receipting documents, a number of screens must be navigated to get to the first receipting screen, including starting a new recording session each day. In AVID, one action brings up the receipting (AVID PREP) screen.
4. **DROP-DOWN LISTS:** When entering Document Type, Return Address names, and Customer names in AVID PREP, as the user begins typing, a drop down list automatically displays any matching entries, allowing the user to simply arrow down to the correct entry—there is no need to open a separate window to pick the value from a list. Short codes can also be utilized to enter the correct values. The "Return To" address will also be able to be changed on a per transaction basis to accommodate the situation that requires the document to go to a different address.
 - a. **SUMMARY:** Drop-down lists auto-populate as the user types.
5. **BATCH PROCESSING:** For receipting batches of documents, each document is quickly stamped with a bar code containing an internal identifying number then the documents are scanned together as a batch. Once the batch of documents is scanned, basic data such as the document type and Return information is entered (from the image) for each document then the batch is tendered.
 - a. **SUMMARY:** The receipting of multiple documents in a batch is a streamlined process.
6. **SCANNING & PAGE COUNT:** In AVID, documents are scanned upfront during the receipting process after they are "tagged" (stamped in an Epson printer) with a transaction (receipt) number and a bar code that contains an internal tracking number. The number of document pages is auto-calculated during the scanning process. This count can be compared to the number of pages noted by the document proofer. The number of pages can also be verified onscreen during the scanning process and the page count can be included in the document stamp. This will eliminate the numbering of every page.
 - a. **SUMMARY:** Page count is automatically detected during upfront scanning.
7. **DOCUMENT STAMP:** There is no need to begin a session at the start of each day in order to stamp documents—the document stamping process is simply a part of AVID's document

processing steps. Also, AVID imaging will automatically annotate the document number and page count ("Page X of Y") on each document page, this will allow you to eliminate the time-consuming step of writing the page number on each page. Any image viewed and/or printed from the program will display the page annotation.

- a. SUMMARY: AVID imaging will automatically annotate each document page with the page count and document number.
8. SCANNING: As noted above, documents are scanned first as part of the receipting process. This functionality will greatly reduce the moving of paper around the office and is one of many functions in AVID that can increase the efficiency of processing documents. Many of the current scanning processes you utilize now (e.g., duplex scanning, inserting and reordering pages, etc.) are available with AVID's scanning. However, some of the manual steps you currently carry out would be eliminated. For example:
 - There is no need to bring up a separate "Work with Scanned Batches" window—scanning is simply a part of the receipting process.
 - There is no need to enter the document number for each document scanned—this process is automated in AVID.
 - There is no need to adjust the settings separately for documents that are legal-sized, letter-sized, 2-sided, etc.—AVID will automatically detect these features.
 - If desired, a missing image report can be run in AVID to track documents that may be missing images.
 - a. SUMMARY: Scan-first functionality greatly reduces the paper flow around the office bringing an increase in the efficiency of the scanning process.
 9. WALK-INS AND RECEIPTS: If it is compatible with your office workflow, you may wish to consider quickly receipting documents at the counter for walk-ins (it can typically take less than a minute to receipt a document in AVID PREP). In doing this, you can provide them with a system-generated receipt rather than a handwritten receipt. This may also assist in the process of recording documents in the order in which they are received, maintaining the "Race to the Courthouse" order.
 - a. SUMMARY: Receipting walk-in documents at the counter could enhance your current workflow.
 10. ELECTRONIC RECORDING: When Marinette County is ready to accept electronically-submitted documents, you will find that eRecordings are processed very efficiently in AVID. When an electronic document (or batch of documents) is received, the document automatically enters the AVID queue, seamlessly integrating with paper documents that have been entered into the system. The AVID queue intuitively, with no manual step needed (such as monitoring a queue list), maintains the "race" order of the documents. This feature results in a well-maintained order to your document numbers. Electronic recordings simply display in the indexing (AVID PROCESS) queue along with paper documents that have been scanned. The eRecordings are tinted blue to alert the indexing staff that they need to check the fees and the customer's funds and carefully examine all images to ensure recordability. If the document is not recordable, it can be rejected during AVID PROCESS.
 - a. SUMMARY: Electronic recordings are seamlessly integrated with scanned paper documents, resulting in very efficient processing of eRecordings.
 11. CSM's: You may wish to consider having the receipters process the CSM's along with the other documents, recognizing that AVID can print a different document stamp, which can include the CSM number (entered in the questionnaire), for these CSM's. Also, this stamp can be moved (and resized) onscreen to a place where it will fit on the document during the

AVID PROCESS (indexing) step. All of these features may allow you to process the CSM's along with the other documents instead of sending them to Tom to be stamped separately.

12. DOCUMENT NUMBERS WRITTEN ON CALENDAR: There are multiple reports in AVID that can be run at any time that will allow you to automatically track all document numbers, document totals, and total number of pages scanned. These reports may provide you with the opportunity to discontinue manually tracking document numbers and page counts on a calendar.
13. CORRECTING ERRORS IN RECEIPTING: At any point before a batch is saved, it is a simple process in AVID to edit any document in the batch. Once the record is saved, there is also a simple process to follow to go back into the batch and make any edits necessary, without the need to call Customer Support (however, our Support team is always available to assist with any support needs that arise). For example, if the receipter enters the incorrect tender type (e.g., cash instead of check), it is very simple to edit this tender type in AVID then rerun any necessary reports (if needed).

- a. SUMMARY: Receipting errors are easily corrected in AVID.

14. FEES AND FUNDS: Fees are auto-calculated for each transaction and all money is automatically distributed into the appropriate funds based on the fee configuration set up before your office goes Live with AVID. For your HT-110 documents, there will be no need to manually break down fees—the fees will be set up by your Fidar Project Manager to be automatically distributed into the appropriate funds.

- a. SUMMARY: All fees are automatically distributed into the appropriate funds.

15. ENVELOPES & WORKFLOW STREAMLINING: With AVID's scan-first process, as soon as documents are receipted (cashiered) they can be prepared for return. This provides the capability to greatly increase the efficiency of your return process and document turnaround time. You may wish to have receipters paper clip return envelopes to each transaction stack to help in the matching of documents to the appropriate envelopes. After cashiering, the documents can be stapled and placed, with the corresponding envelopes, in a return basket, awaiting return (AVID POST).

- a. SUMMARY: The document return process can be streamlined with upfront scanning.

16. MISCELLANEOUS FEES: When a customer wishes to pay for copies at the time of recording a document(s), you will also be able to enter this copy sale as part of the document receipting transaction—there is no need to go to a separate Miscellaneous Fee screen.

For miscellaneous sales that are not part of document transaction, AVID includes a Miscellaneous Fee Entry ("Sale of Product") section in which all of your miscellaneous fee transactions (Copies, Marriage Certificate copies, Report sales, etc.) can be easily processed and tendered. You will not need to navigate to different screens to enter different types of miscellaneous sales—all items will display on one screen.

Also, a Notes (Memo) field is available to enter what the payment is for—this note can display on the receipt if you wish.

17. **REJECTED DOCUMENTS:** Rejected documents can be easily entered and scanned in AVID PREP for reference purposes, a procedure not currently utilized in Marinette County. A rejection letter is automatically generated by the program with county-specified rejection reasons—there is no need to manually fill in a letter.

a. **SUMMARY:** Rejected documents can be scanned in AVID for later reference.

18. **INTERNAL NOTES FIELD:** AVID includes an internal notes field that will allow the staff to notate important information to pass on to other staff who may carry out a later step in the processing of documents. For example, the staff member who receipts (in AVID PREP) a document can send an internal note to the staff member who returns the document to print an extra copy of the document, if requested, to send to the customer. This internal note will allow you, if you wish, to eliminate the step of writing a note on the back of a document indicating that the customer would like a copy. The Internal Notes field is also available during the indexing step for indexers to notate such information as the need to rescan a particular page of an image.

a. **SUMMARY:** An internal (electronic) notes field is available within AVID to notify staff of necessary information regarding documents.

INDEXING (“AVID PROCESS”)

19. **INDEX FROM THE IMAGE:** One of the most significant benefits you would experience in utilizing AVID to record documents is the indexing of documents from the document image onscreen. Also, as soon as an indexer opens the AVID PROCESS (indexing) section of AVID, the first document available to be indexed displays—there is no need to manually enter the first document number to begin indexing.

a. **SUMMARY:** Documents are indexed from the image onscreen.

20. **AUTO-INDEXING:** Utilizing AVID’s OCR auto-indexing process (“Intelligent Data Recognition”), much of the data on documents will be auto-indexed. Auto-indexed data is color coded on the image to match the type of data found (Recording information, Party Name, Legal, etc.) for easy recognition. In AVID, the role of the indexer becomes one of verifying this data and entering any data that did not get auto-indexed. This feature can greatly streamline the indexing process.

a. **SUMMARY:** Auto-indexing will capture much of the indexing data automatically.

21. **DATA ENTRY:** AVID provides a single data-entry field (“AVID ENTRY”) that removes the need to navigate to multiple, separate fields or screens (Parties, Subdivision, Tract, etc.) to enter data—data that is not auto-indexed can be entered in the order it displays on the documents. AVID recognizes the format of typed data and populates the appropriate field based on this recognition.

a. **SUMMARY:** The AVID ENTRY field allows indexers to enter data in the order it displays on the document image.

22. **DATA ENTRY:** For data entry of common Party Names and all Subdivisions in the AVID ENTRY field, a dropdown list will automatically display as data is typed, allowing the indexer to efficiently and easily select the appropriate entry—there is no need to bring up a separate window to display a list of common names or subdivisions. Also, these values can be entered by short code if desired.

a. **SUMMARY:** Common indexing values auto-fill as the data is typed.

23. PARTY NAMES: When entering party names in the AVID ENTRY field, the last name of the entered party remains in the field for easy repetition of the last name (it is highlighted so it is also simple to overwrite the last name with a new name by simply typing the new name).
24. COPY FEATURE: AVID includes the ability to quickly copy party names and legal descriptions from previously entered documents without the need to bring up a separate copy window.
25. DATA INTEGRITY CHECKS: AVID PROCESS (Indexing) automatically checks the integrity of manually indexed and auto-indexed data by comparing it to the existing data in the database and flagging that data, via color-coded shields, as questionable or possibly incorrect. This feature assists in increasing the accuracy and integrity of data entry and could eliminate the need to run the "Invalid Legal Information In Tract Index" report.
 - a. SUMMARY: AVID will perform various automatic integrity checks on indexed data.
26. SOCIAL SECURITY NUMBER REDACTION: All scanned images (and imported historical images) are run through an automatic redaction process. If desired by Marinette County, Social Security Numbers can also be manually redacted (or redactions verified) during AVID PROCESS (Indexing). Also, all historical images can be run through Fidlar's automated redaction system.
27. VERIFICATION: As noted earlier, with AVID's auto-indexing functionality and with the data integrity checks performed by the program, the verification process can be greatly streamlined and avoid the current redundancy. If you wish to carry out a separate verification step, you can utilize AVID's visual verification section ("AUDIT") in which indexed data is checked with the image on the screen. If errors are found, the data can be edited immediately in the program. This has the potential to bring a great deal of efficiency to the verification process.

AVID also includes the ability to dual enter verify (also with the image onscreen), similar to how you currently verify, with AVID identifying to the user any discrepancies between the first pass and second pass. With either form of verification, the documents will display as "Verified" in the public search results.

Additionally, the public search program can be set to automatically update, and display to the public, the "Verified" date—there will be no need to manually change the "Verification Date" in the system.

- a. SUMMARY: AVID includes multiple verification options.
28. COPIES OF TRANSFER DOCUMENTS: Another significant efficiency gain Marinette County could realize is in the area of sending copies of deeds and other transfer documents to the Property Listing Office. Fidlar offers a couple of solutions for this step:
 - The Property Listing (PL) Office could run our Laredo search program, search for these documents, and view and print them on their own. Search groups of all of the particular document types needed by the Property Listing Office can be created. Then, utilizing the search group in the search criteria section of Laredo, the unique documents needed can be searched, viewed, and, if needed, printed at one time.
 - Also, Fidlar's Property Listing interface could assist Marinette County in maintaining data such as name changes.

We look forward to discussing the details of these options with you.

29. BACK SCANNING AND INDEXING: The AVID system has the capability to back scan and back index your older document books. Fidlar also offers full back scanning and back indexing (Parties, Legal Descriptions, etc.) services provided by experienced Fidlar partners. We can also work with you to import into the AVID/Laredo system the images that were scanned by

Integrated Imaging. This will assist in reaching one of Marinette County's goals of getting more pre-1990 back scanning done in an efficient manner.

30. **REPORTS:** In AVID, multiple reports can be run at the same time. Once they have been run, they can be saved for a pre-defined length of time (determined by your office) and viewed at any time.
31. **REPORTS:** A number of reports are generated within AVID—many that are comparable to reports you currently run—that can be run at any time to assist with balancing each day, week, month, and/or year. Many other reports will track index data, document and staff activity, etc. We will provide you with a sampling of the reports available in AVID during our demonstration.
 - a. **SUMMARY:** A number of reports are available in AVID to meet your reporting needs.

DOCUMENT RETURN (“AVID POST”)

32. **DOCUMENT RETURN:** The final step in the processing of documents is carried out in AVID POST. The bar code that contains the internal tracking number is scanned with a barcode scanner. All pages of the document image display and can be verified (if desired) for accuracy. If there are issues (either noted by an indexer in an internal note—see #18 above—or recognized by the POST staff member), the document (various pages or the entire document) can be rescanned at this point. Also, any copies that are needed by the customer can be printed here. The document stamp is printed on the first page of each document utilizing an Epson printer, a mailing label (if needed) is automatically generated in a Dymo printer, then the document can be returned.
 - a. **SUMMARY:** The return and posting of documents is handled simply and efficiently in AVID POST.
33. **POSTED DATES:** In AVID and Laredo, the system will automatically track the date documents have been indexed and verified through and will display this to the public in Laredo. Also, with the upfront scanning of documents during receipting, there should be no need to track when documents are imaged—all documents that have been processed will have been scanned.
 - a. **SUMMARY:** The posting of Indexed and Verified dates is automated in AVID.
34. **ELECTRONIC RETURN OF DOCUMENTS:** AVID includes the capability (optional) of electronically returning (via email) documents that arrived at the Register of Deeds' office in paper format. Of course, this is only done with full permission granted by the customers who wish to utilize this feature. With this capability, Marinette County could realize a great savings in postage costs and a more efficient process of returning documents. We will be glad to explain this process to you in greater detail if you would like.
 - a. **SUMMARY:** Paper documents can be electronically returned.

PUBLIC SEARCH

35. **LAREDO:** The public will search for records in Laredo. If you wish to allow remote searching (via the Internet), subscribers can download and run Laredo remotely. Also, whether in-office or remotely, documents can be searched by multiple criteria such as party names, date range, legal description, document type, etc. All of these criteria fields are viewable essentially on one screen—there is no need to navigate through a menu list to access various fields as your searchers currently do.
36. **TAPESTRY:** Fidar also provides an optional pay-as-you-go remote search program known as Tapestry. This program provides searchers who may only search occasionally in Marinette

County to access your data and images on the internet and pay for the access and for copies utilizing a credit card. We have found that this access can alleviate many of the phone calls received in your office in which the public requests that staff search for documents for them.

37. PUBLIC PRINTING: Laredo users can be set up with a user name and password for the printing of images in your office. If desired by Marinette County, all images printed will be tracked by the system and regular customers can be invoiced monthly. Also, if you wish, a cover page can be printed for each print job to help in sorting multiple customers' print jobs that are sent to the same printer. Walk-in customers, or regular customers who wish to pay immediately, can pay for the copies made as they leave—these transactions would be entered into AVID's Sale of Product section.

a. SUMMARY: Public printing of images can be automatically tracked in Laredo.

38. PIE SEARCH SYSTEM: If desired by Marinette County, Fidar can work with you to convert the data and images that are currently in the county's PIE system into the AVID/Laredo system so all data and images can be searched and viewed by the public in one system.

VITAL RECORDS

39. Death and marriage records can be entered into AVID and assigned document types that can be restricted from public viewing if desired. Certified copies can be made by the Marinette County staff.

40. A vital record document number can be auto-assigned to each record. Other data for vital records (Bride/Groom, Date of Event, Volume-Page, Notes, etc.) can be indexed for each record.



COMPUTER SYSTEM AND SOFTWARE LICENSE SALES AGREEMENT

Marinette County, WI - LifeCycle Agreement

(Ver. 3.1.4)

This Agreement is effective August 1, 2012, by and between FIDLAR TECHNOLOGIES, (FIDLAR) and the Marinette County, WI Register of Deeds (the "CLIENT") and will last for a period of 5 years.

RECITALS

- A. FIDLAR designs, develops and licenses its own computer software programs, all of which is hereinafter referred to as "software."
- B. CLIENT desires to purchase from FIDLAR licensed computer software for the purpose of indexing and imaging documents electronically.

TERMS OF AGREEMENT

In consideration of the facts mentioned above and the mutual promises set out below, the parties agree as follows:

ARTICLE I - GENERAL TERMS

- 1.1 **COMPUTER SYSTEM:** CLIENT agrees to buy from FIDLAR, and FIDLAR agrees to sell to CLIENT, the licensed program(s) described in SCHEDULE A, at the price quoted and subject to the terms of this Agreement. Article II describes the terms of this Agreement as it relates to the software.
- 1.2 **ACCEPTANCE BY CLIENT:** CLIENT agrees to accept the software at the conclusion of installation and testing of the software referenced in SCHEDULE A and completion of the training period, provided the software performs as presented to the Marinette County Register of Deeds. If CLIENT notifies FIDLAR of a material problem with the software within 30 days of installation and testing, FIDLAR will use its best efforts to correct such problems; otherwise, CLIENT will be conclusively presumed to have accepted the software upon completion of installation and testing.
- 1.3 **DELIVERY:** FIDLAR will deliver the Computer System to CLIENT at CLIENT'S facility located at:

Marinette County Register of Deeds
Attn: Renee Miller
1926 Hall Ave Room C105
Marinette, WI 54143



ARTICLE II - SOFTWARE LICENSE

- 2.1 **PROPERTY RIGHTS:** CLIENT agrees that all program specifications, systems, design, applications, routines, subroutines, techniques, ideas and/or formula utilized or developed or provided by FIDLAR in connection with CLIENT's implementation of the software are and shall remain the sole property of FIDLAR.
- 2.2 **LICENSE:** FIDLAR hereby grants CLIENT the rights to a nonexclusive and nontransferable license for the possession and use of all software (Licensed Software) pursuant to the Agreement described in SCHEDULE A.
- A. CLIENT agrees not to copy the software covered by this Agreement in any manner, except in normal backup procedures, without the express written consent of FIDLAR.
 - B. The use of any portion of the software for any purpose shall be for CLIENT use only and shall remain subject to all terms and conditions of this Agreement. In the event this license is terminated, the software will be completely removed from all CLIENT systems.
 - C. CLIENT is exclusively responsible for the supervision, management, and control of its use of the Software. Except as provided otherwise in this Agreement, CLIENT agrees: (a) To not reveal any information contained in the Software, or any part thereof, or any copies thereof, in any form, to any third party except pursuant to a court order; (b) To take all reasonable precautions to hold in confidence the design and documentation of the Software; (c) To not encumber, assign, sublicense, or otherwise transfer same, by operation of law or otherwise, in whole or in part, directly or indirectly, to not exhibit, donate, barter, loan, or otherwise communicate said Software, to any other firm or person without the express written consent of FIDLAR; and (d) to take all reasonable action by instruction, agreement, or otherwise with its employees or other persons permitted access to the Software to satisfy its obligations under this Agreement with respect to use, protection and security of the Licensed Software.
- 2.3 **PROTECTION OF LICENSE:** FIDLAR and CLIENT agree to aid and assist one another in the protection of the trade secrets of the Software covered by this license.
- 2.4 **TRANSFER:** CLIENT agrees that it will not sell, give, encumber in any manner, or otherwise transfer to any other company, firm, person, corporation, or entity any of its rights in any Software, whether or not later modified by either party, developed pursuant of this Agreement, without the express written consent of FIDLAR.



- 2.5 **WARRANTY AS TO SOFTWARE PRODUCTS:** The following warranties are in lieu of all warranties, express, implied, or statutory, including but not limited to, any implied warranties of merchantability and fitness for a particular purpose and of any other warranty obligation on the part of FIDLAR. There are no warranties that extend beyond the description on the face hereof.
- A. FIDLAR warrants that the software is properly licensed and that FIDLAR otherwise has the right to distribute the software in accordance with this Agreement.
 - B. FIDLAR further warrants that the media in which the software product is delivered to CLIENT is undamaged and free from mechanical defects.
- 2.6 **SOFTWARE MAINTENANCE:** The annual cost, if any, and description of FIDLAR'S CountyCare[®] software maintenance service and support is attached as SCHEDULE B. CountyCare[®] software maintenance service is mandatory.
- 2.7 **TERM AND TERMINATION:** The license granted under this agreement, with regard to the Software, may be terminated by FIDLAR for material failure of CLIENT to Comply with terms and conditions of this Agreement. Within thirty (30) days after CLIENT has discontinued the use of any License program, or within ten (10) days after FIDLAR has terminated any license, CLIENT will certify in writing to FIDLAR that through its best efforts and to the best of its knowledge, the original and all copies in whole or in part of the discontinued or terminated License program(s) have been destroyed, except that, upon prior written authorization from FIDLAR, CLIENT may retain a copy for archive purpose only.

ARTICLE III

- 3.1 **DEFINITIONS:** The terms defined in this Section shall, for all purposes of this Agreement, have the meaning specified.
- A. **Computer System:** A combination of computer hardware and computer software organized to accomplish a set of specific functions.
 - B. **Program or Computer Program:** A schedule or plan that specifies actions that may or may not be taken, expressed in a form suitable for execution by a computer.
 - C. **Software or Computer Software:** Computer programs, procedures, rules and associated documentation concerned with the operation of a data processing computer system. As used in this Agreement, these terms include all software products sold or licensed by FIDLAR.
 - D. **Licensed Program:** Each program in computer readable form furnished by FIDLAR to CLIENT, including related supporting materials such as instruction manuals.
 - E. **Designated Equipment:** Computer Equipment designated by a manufacturer's Sales Order Serial Number.



- F. **Use:** The copying or duplication of any portion of any Licensed Program using any Licensed Program in the course of the operation of any computer hardware, or in support of any computer hardware program.
- G. **Computer Hardware:** Physical equipment used in data processing, as opposed to computer programs, procedures, rules and associated documentation.
- H. **Hardware Maintenance:** Any activity, such as tests, measurements, replacements, adjustments, and repairs, intended to eliminate faults or keep computer hardware functional at a certain level.
- I. **Data:** A representation of facts, concepts, or instructions in a formalized manner suitable for communication, interpretation, or processing by humans or automatic means.
- J. **Client Data:** All facts, names, legal descriptions, or other information gathered by the client in its operation of the Marinette County Register of Deeds' Office, and coming from the ordinary use of the County Register of Deeds' Office by members of the general public, including citizens, lenders, real estate agents, attorney's, or anyone else involved in assisting individuals or other entities with the preparation and recording of documents regarding real estate.
- K. **Backup:** To copy files to a second medium (typically a tape) as a precaution in case the first medium fails. The data (and/or images) can then be retrieved (from the point the last backup finished) and restored to your system in the event any existing data (or images) is lost, destroyed or corrupted.

3.2 **CONFIDENTIAL INFORMATION:** FIDLAR and CLIENT agree that information designated in writing as proprietary by one party shall be held in confidence by the other party. Since unauthorized use or transfer of the Software or any information contained therein will diminish substantially the value to FIDLAR of the trade secrets and proprietary properties of the Software, if CLIENT breaches any of its obligations with respect to limited use or nondisclosure of the Software, or if such breach is likely to occur, FIDLAR shall be entitled to equitable relief, including orders for specific performance and injunctions. The rights and remedies of FIDLAR set forth in this Agreement are not exclusive and are in addition to any other rights or remedies provided by law or this Agreement, but are subject to the requirements imposed upon CLIENT by virtue of any and all public disclosure laws.

3.2.1 **CLIENT DATA LIMITATION:** Fidlar and client agree that the client data found in the public records of the Marinette County Register of Deeds' Office and transmitted pursuant to this Agreement and the use of the software described herein, to servers or other hardware software to which FIDLAR has access shall not be used by FIDLAR for any purpose whatsoever. Specifically,



FIDLAR is prohibited under the terms of this agreement from creating lists of buyers, sellers, mortgagors, mortgagees, legal descriptions, or any other information of any kind or nature from the client data which client will collect and use as part of this license agreement, unless otherwise specified under a separate agreement.

- 3.3 **EXCLUSIVE REMEDY:** CLIENT's exclusive remedy against FIDLAR for any breach of warranty under this Agreement is limited to repair, replacement or refund with respect to the item in question, at FIDLAR's option and subject to applicable law. CLIENT will only be entitled to the direct damages that CLIENT actually incurs in reasonable reliance, up to the amount of a refund of the price (plus sales tax) that CLIENT paid for the item. CLIENT will not be entitled to any incidental, consequential or other damages, including but not limited to damages for loss of profits or confidential or other information, for business interruption, for personal injury, for loss of privacy for failure to meet any duty including of good faith or of reasonable care, for negligence or negligent misrepresentation, and for any other pecuniary or other loss whatsoever, even in the event of the fault of FIDLAR (or any supplier), of tort (including negligence), strict or product liability, breach of contract or breach of warranty, and even if FIDLAR or any supplier has been advised of the possibility of such damages. These limitations and exclusions regarding damages will apply even if any remedy fails.

3.3.1 **REMEDY:** Client's remedy against FIDLAR for any breach of obligations under Article 3.3.1 shall include an action for damages, action for loss of privacy, and any other cause of action that may be appropriate under the facts and circumstances. The parties stipulate and understand that the purpose of the client data limitation imposed on FIDLAR is to prevent the trading, marketing, or dealing in client data by FIDLAR unless agreed upon under a separate agreement between Client and FIDLAR.

- 3.4 **WAIVER:** Any waiver by either party of any provision of this Agreement shall not imply a subsequent waiver of that, or any other provision.
- 3.5 **NOTICES:** Any notices or demands required to be given herein shall be given to the parties in writing, and by mailing to the address hereinafter set forth, or to such other addresses as the parties may hereinafter substitute by written notice given in the manner prescribed in this Section.

a. **Notice to FIDLAR:** Fidlar Technologies
4450 48th Av Ct
Rock Island, IL 61201-6248
Attn: Ernest Rikken, President

b. **Notice to CLIENT:** Marinette County Register of Deeds
Attn: Renee Miller
1926 Hall Ave Room C105
Marinette, WI 54143



- 3.6 **ENTIRE AGREEMENT:** It is expressly agreed that this Agreement embodies the entire contractual agreement and that there is no other oral or written agreement or understanding between the parties at the time of the execution hereunder. Further, this Agreement cannot be modified except by written agreement of all parties hereto.
- 3.7 **GOVERNING LAW:** The parties agree that this Agreement shall be governed by the laws of the State of Wisconsin.
- 3.8 **BINDING EFFECT:** This Agreement shall ensure to the benefit of and bind the parties hereto, their successors and assigns.
- 3.9 **AUTHORITY:** FIDLAR and CLIENT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
- 3.10 **SECTION HEADINGS:** All section headings contained herein are for convenience or reference only and are not intended to define or limit the scope of any provision of this Agreement.
- 3.11 **DEFERRED PAYMENT:** To the extent that this Agreement includes deferred payments, such payments will include an imputed interest factor based on a current market rate. Deferred payments are defined as payments, which extend beyond completion of the project installation and acceptance. Deferred payments are exempt from interest under the Installment Payment Agreement attached hereto and made a part hereof, except as may be provided for late charges as described in Section I of the Installment Payment Agreement.

This Agreement has been executed by the parties as of the aforementioned date.

ACCEPTED:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE A

Payment Amount and Schedule

Fidlar Technologies Products & Services

	2012	2013	2014	2015	2016
Land Records (AVID) Life Cycle Price	\$26,000	\$26,000	\$26,000	\$26,000	\$26,000
Implementation Service	\$30,000				
Installation/Configuration	Included				
Workflow Analysis/Fee Configuration	Included				
Project Management	Included				
Data Conversion	Included				
Image Conversion	Included				
Training	Included				
CountyCare®	Included				
TOTAL ANNUAL COSTS	\$ 56,000	\$ 26,000	\$ 26,000	\$ 26,000	\$ 26,000
Customization Fund*	\$5,000				

*Customization fund is for unknown costs or customizations that may arise during conversion. We will discuss with county prior to billing and if unused it is refunded at the end of implementation

BILLING MILESTONE

This Life Cycle contract covers a period of 5 years.

25% of the 1st year Life Cycle (LC) Payment will be billed upon contract signing.

75% of the 1st year Life Cycle Payment will be billed upon live date.

100% of 2nd, 3rd, 4th and 5th year Life Cycle Payments will be billed annually on the contract anniversary date.

FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE INCLUDES:

- ◆ The use of our AVID software product during the life of this contract
- ◆ The use of any future software product Fidlar may develop to replace AVID for the purpose of recording land records documents
- ◆ Project management, installation, conversion (excluding any needed or requested data clean-up), and training needed for the initial installation of any future Fidlar Technologies product developed to replace AVID for the purpose of recording land records documents
- ◆ The use of new add-on modules Fidlar may develop and offer to the market for the purpose of recording land records documents
- ◆ CountyCare® software maintenance



FIDLAR TECHNOLOGIES LIFE CYCLE SERVICE DOES NOT INCLUDE:

- ◆ The 3rd party software and hardware necessary to operate AVID, any related modules, or any future Fidlar developed product for the purpose of recording land records documents
- ◆ The installation, maintenance, or support of 3rd party software and hardware now or in the future
- ◆ Any current or future Fidlar developed software product or service not designed or offered to the market for the purpose of recording land records documents
- ◆ Any form of ownership or perpetual license to Fidlar developed software products
- ◆ Any product, service, or responsibility, now or in the future, for the backing up, recovery, or disaster recovery of information
- ◆ Any custom development for special requests from the Client
- ◆ Any needed or requested training except as stated in the above section
- ◆ Use of Fidlar developed remote access products except as outlined in Schedule D of this contract
- ◆ EXPLICIT OMISSION OF ANY ADD-ON MODULES NOT INCLUDED IN THIS CONTRACT [eINDEXING, eRECORDING, etc.]

Taxes

Charges are exclusive of all federal, municipal, or other government excise, sales, use, occupational, or like taxes now in force or enacted in the future with the exception of taxes on net income and, therefore, are subject to an increase equal in amount to any tax Fidlar may be required to pay upon the license, sale or delivery of the product purchased.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'A' HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE B

CountyCare[®] Software Maintenance Services

COUNTYCARE[®] ANNUAL COST:

The annual cost of CountyCare[®] is included in this contract as part of the Life Cycle Pricing Service.

DESCRIPTION OF COUNTYCARE[®]

CountyCare[®] is a mandatory software support service which is required upon installation of the software purchased. Under the terms and conditions of this Agreement, CountyCare[®] includes:

- ◆ Software Maintenance to the currently licensed Fidlar developed Software Products
- ◆ Furnishing telephone support relative to the currently licensed Fidlar developed Software Products, either in their original or maintained form
- ◆ Providing legislative updates to the Fidlar developed Software Products as required by the State, except those updates that require fundamental modifications to the core design of the product
- ◆ Providing product enhancements on an ongoing basis, the frequency based on the age of the product and market requirements

Specifically excluded from software maintenance coverage are the following:

- ◆ Enhancements or modifications to software programs at user's request; such work would be considered a billable extra
- ◆ Support to new or existing Fidlar Technologies Products not covered by this contract
- ◆ Operating System versions or their support or installation
- ◆ Database Management System versions or their support or installation
- ◆ Diagnosis or correction of problems caused by operator negligence
- ◆ Diagnosis or correction of problems caused by hardware, data media, or 3rd party software or other systems not covered by this Agreement
- ◆ Diagnosis or correction of problems caused by some naturally occurring event such as storm, flood, etc.
- ◆ Conversion costs for changes to database structure, if needed

EFFECTIVE DATE:

Software maintenance coverage is effective from the date of contract signing through the term of the contract.



BASIC MATERIALS:

Software Maintenance to the Software Products licenses granted under this Agreement will govern any basic materials, in machine readable or printed form, provided to the Client by Fidlar. The Client is granted the right to locally reproduce additional copies of printed licensed material exclusively for his own use. All licensed material so locally reproduced shall be considered to be the same as the originally delivered material for all purposes under this Agreement.

PROTECTION AND SECURITY:

The Client agrees to not disclose the content of the Software Products materials to any person except those who need to know for purposes of operating the system for the Client. The Client further agrees to protect the secrecy of the content of the Software Products materials by using procedures at least as stringent as those used to protect his own proprietary or confidential information and materials. The Client specifically acknowledges that he has no right of ownership of the Software Products, and that he possesses the license to use said Software Products according to the provisions of this Agreement.

ON-SITE SUPPORT:

If on-site Software Maintenance to the Software Products is required, the Client will be charged for the time and materials at the then current rate.

Services covered by your CountyCare[®] may change on occasion without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'B' HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE C

Hardware Maintenance Services Provided by Fidlar Technologies

- NEW AGREEMENT *: First-year hardware service cost: \$
- PRE-EXISTING AGREEMENT *: Hardware service cost will be prorated from date of installation to renewal date of existing Hardware Service Account.

X DECLINE SCHEDULE C:

*** This amount will be billed upon completion of installation.**

All equipment listed below, and its implied components (i.e., motherboard, power supplies, RAM, print heads, etc.), are covered by this Schedule C. In the event of failure of any of this hardware, Fidlar Technologies will cover all repairs and/or replacement of this hardware. Fidlar will also re-install, at no cost to the customer, all Fidlar software applications that ran on the hardware before the failure. (NOTE: Re-installation of Fidlar software applications is billable if Schedule C is declined.)

Consumables (i.e., scanner cleaning kits, pm kits, cables, paper, ribbons, media, diskettes, etc.), are not covered under the terms of this Schedule C.

This hardware maintenance rate is applicable until the first anniversary date of this agreement or the anniversary date of your existing hardware maintenance agreements if so noted above. Future rates may be changed. You will be notified prior to new rates going into effect. This hardware maintenance agreement will auto-renew each year 30 days after we send you notice unless you notify us, within those 30 days, that termination is desired.

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'C' HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE D

Laredo / Tapestry / Property Fraud Alert

LAREDO DESCRIPTION:

Fidlar Technologies' *Laredo* software is designed to allow remote access to the Client's recorded document information by professional searchers (i.e., title companies, banks, realtors, etc.) *Laredo* provides subscription only access and user subscriptions are granted and set up by the Client. After subscribers arrange for their user ID and password, they are able to download the *Laredo* remote access software from Fidlar's website, www.fidlar.com.

Each new *Laredo* subscriber will be presented with an online End User Agreement when they log in to *Laredo*. They will be prompted to print the agreement, sign it, then forward it to Fidlar. The *Laredo* subscriber will be presented with this User Agreement each time they log in until they endorse the agreement and send it back to Fidlar.

It is notable that the unique user ID (username) and password defines each *Laredo* user. This user ID can be used to access land records data from any properly configured workstation; however, multiple users cannot log in with the same user ID at the same time.

LAREDO BILLING:

Fidlar invoices Client for *Laredo* user subscriptions on a monthly basis. New subscribers joining during a monthly period will be billed based on the prorated amount for that month determined by their subscription date. The billing periods correlate with the calendar months.

LAREDO PRICING:

Laredo Per-Minute Plan Fees (typical pricing model shown, but may be modified):

Plan	Cty charge to end-user	Overage charge**	Fidlar charge to county
0-250 minutes	\$75/mo	.25 per minute	\$45/mo and .10 per minute overage
251-500 minutes	\$125/mo	.23 per minute	\$65/mo and .075 per minute overage
501-1000 minutes	\$195/mo	.18 per minute	\$85/mo and .06 per minute overage
1001-2000 minutes	\$295/mo	.15 per minute	\$103/mo and .05 per minute overage
2001 and up	\$400/mo		\$115/mo

Laredo support (at 1-309-794-3283), including End-User subscriber support, is included in the Per-Minute Plans.

TAPESTRY II DESCRIPTION:

The Client agrees to participate in the *Tapestry II* General Public Access System by permitting their information to be made available through the Fidlar Technologies *Tapestry II* website system. The Client understands that *Tapestry II* is a service offered and managed by Fidlar to offer the land records of participating Counties collectively to the general public.



The Client understands that Fidlar will provide phone and email support to users as well as manage the billing and collecting of *Tapestry II* access fees from the end users. At the end of each billing period (calendar month), Fidlar will provide a credit notice to the Client based on the following parameters:

- ◆ \$2.25 per *Tapestry II* search transaction; Fidlar covers credit card fees, collections, and bad debt
- ◆ 50% of print-related fees

The Client understands that access fees for *Tapestry II* may change but the above noted revenue share remains the same. *Tapestry* end-user pricing fees may change without notice.

Fidlar understands that it may not use or share the Client's data in any way other than the methods outlined above.

The Client is responsible for the costs, services, hardware, software, security, and maintenance of the required Internet connection to connect the *Laredo/Tapestry II* system to the Client's system.

PROPERTY FRAUD ALERT DESCRIPTION:

Fidlar's *Property Fraud Alert (PFA)* service is designed to monitor, identify, and notify individuals whose name has been indexed from a document recorded in the Client's office. The intent is to offer subscribers the ability to have their name/business name monitored within the Client's office in order to track possible fraudulent activity. *PFA* subscribers must sign up for the *PFA* service via the *PFA* website, www.propertyfraudalert.com (select respective County). Subscribers will ONLY be notified by the *PFA* service when the name they have submitted matches any names that have been indexed from documents recorded within the Client's office.

Property Fraud Alert is a subscription-based service. The Client, at its discretion, may choose to offer the *PFA* service to its citizens free of charge or at a fee of the Client's choice. All no-charge subscription services must be entered via the *PFA* web site only. Should the Client elect to charge a fee to subscribers, the subscriber must choose either a 1-Year subscription service or a 3-Year subscription service. With all paid subscription services, the subscriber will be given the option to either enter a credit card via the *PFA* web site or to submit a hard copy subscription form. The revenue from these subscription services will be shared 50/50 between Fidlar and the Client (after credit card processing fees).

Property Fraud Alert service also provides a 2-Year History Look-Back option that the Client may choose to offer to the subscribers. A fee of \$5.00 per subscriber name is required—this fee will be processed via credit card at the time of subscription to the *PFA* service.

PFA is a Fidlar-managed web site and service. Fidlar provides technical and end-user support via the *PFA* hotline service (1-800-728-3858).



BUYER REPRESENTS THAT THIS SCHEDULE 'D' HAS BEEN READ AND IS ACCEPTED:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE E

Agreement as to Hardware, Software, and Services

The following is a complete listing of all 3rd party hardware and software, and all other software and services associated with this agreement:

It is the Client's responsibility to interpret 3rd party software licensing requirements and to purchase the necessary legal copies of 3rd party software. It is also the Client's responsibility to purchase additional software licenses if required due to changes in the number of users or other factors.

NOTE: Fidlar Technologies has provided recommendations and/or is providing pricing below for 3rd party software based on input from the Client.

3RD PARTY SOFTWARE:

ScanSoft OCR Software	Included
-----------------------	----------

FIDLAR TECHNOLOGIES ADJUNCT SOFTWARE:

FIDLAR MAGNETIC IMAGE MANAGEMENT SYSTEM	Included
---	----------

The above costs are included in Schedule A.

BACKUPS OF DATA AND IMAGES:

It is the Client's responsibility to regularly verify the success of the backups - Fidlar Technologies strongly recommends you verify the backups at least weekly.

ANTI-VIRUS, SURGE PROTECTION, WINDOWS UPDATES:

It is also highly recommended that you seek the assistance of your IT department or a qualified vendor in your area to protect your servers and workstations from viruses, power surges, etc. The following is recommended:

- ◆ Anti-Virus protection: Symantec Norton Antivirus and McAfee Antivirus are both utilized throughout the industry and are recognized by Fidlar Technologies as acceptable anti-virus programs. It is very important to keep these programs updated regularly.
- ◆ Surge protection: The APC Powerchute units will protect your servers from power surges. It is also recommended you protect your workstations from both electrical and phone line power surges.
- ◆ It is recommended that you regularly run the Windows updates on your servers and workstations. If you do not have an office staff member or IT department available to assist you with this, we recommend you utilize the assistance of a qualified vendor in your area.



HARDWARE RECOMMENDATIONS:

NOTE: This information is for reference purposes only - These items are not included in this contract.

(List Hardware Recommendations here)

Note: Prices quoted herein are guaranteed for thirty (30) days. After that time, prices may change without notice.

BUYER REPRESENTS THAT THIS SCHEDULE 'E' HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE F

VIRUS PROTECTION AND MAINTENANCE FOR SERVERS

NEW AGREEMENT *: First-year Virus Protection and Server Maintenance Service cost: \$

DECLINE SCHEDULE F

*** This amount will be billed upon completion of installation.**

The following is a listing of services covered under this schedule. These services are designed to assist you in protecting and safeguarding the county's server(s):

- ◆ Employ Antivirus/Antispyware software on your server(s) and perform regular updates to this software
- ◆ Perform a check on Antivirus/Antispyware definitions
- ◆ Check for, and apply, all Windows updates on your server(s)
- ◆ Regularly run broadband speed tests on your network
- ◆ Perform regular operating system updates and patches on your server(s)
- ◆ Regularly test network and Internet connectivity
- ◆ Perform regular tests to ensure that data and image backups are running correctly
- ◆ If a virus is contracted on your server(s), Fidlar will assist in, and cover the cost of, cleaning up the virus, rebuilding the server(s), if necessary, and getting your system back into production.

BUYER REPRESENTS THAT THIS SCHEDULE 'F' HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____



SCHEDULE G
Monarch Product DESCRIPTION and Distribution:

BILLING MILESTONES:

Monarch Installation Price - \$2,500.00

Mobile Access Annual Support - \$350/year

FIDLAR TECHNOLOGIES MONARCH SERVICE INCLUDES:

- ◆ The use of our Monarch Data Distribution software product during the life of this contract
- ◆ Fidlar will actively promote and seek out viable subscribers interested in securely accessing your information in exchange for a service fee.
- ◆ Fidlar will require your consent for each new subscriber by asking you to authorize an addendum to this agreement that outlines who the subscriber is, what fee you would like to receive from the transaction, and what security options and data access options you grant that particular subscriber.
- ◆ Fidlar agrees to invoice the subscriber either on a monthly basis depending on size and will issue a credit for the County fee amount.
- ◆ County can request Fidlar to terminate access to any subscriber at any time or change the terms of the access fees or security options at any time.
- ◆ Fidlar will install our Monarch data distribution system [at your location in order to access information from your Fidlar production system or at our location in order to access information from your replicated system] and this system will be used to provide access to your information by subscribers during the life of this agreement.
- ◆ Fidlar will provide the County with one (1) iPad and a userID and password for our Monarch iPad app which allows various types of utilization information to be viewed.
- ◆ Fidlar will provide monthly 3G access to facilitate access to the utilization information.
- ◆ Fidlar will provide to the subscribers all necessary support, technical support, and communications to allow for the successful use of the Monarch system at no cost to the county.
- ◆ Fidlar will charge each subscriber a service fee above and beyond the county's required access fee for the use of the Monarch system, support, billing services, and collection services. That fee will be determined by Fidlar and will be based on several subscriber attributes.
- ◆ Fidlar will provide County will project management, installation, configuration, support, ongoing configuration of new subscribers as required for the successful operation of the Monarch system.
- ◆ County agrees to the terms of the grandfathered subscribers as outlined below.
- ◆ The use of any future software product Fidlar may develop to replace Monarch for the purpose of data distribution.

FIDLAR TECHNOLOGIES MONARCH SERVICE DOES NOT INCLUDE:

- ◆ Any form of ownership of Fidlar developed software products



- ◆ Any warranty service with regards to the iPad II. All warranties with regards to the iPad II will transfer to County Official upon receipt and County Official will be responsible for obtaining warranty support as needed.

DIRECT MARKETING:

Under the terms of this agreement, Fidlar Technologies will serve in the capacity of sales and marketing of County data through Monarch and will only market County data and images with specific permission from County. County will agree that it will not enter into separate agreements with existing or new Monarch customers for services provided normally through Monarch during the term of this agreement. As Fidlar is attempting to secure new Monarch customers for the County we will utilize the following guidelines. Guidelines may change as market demand and other factors become more evident.

Recommend combining image and index

- < 10K docs/year: .25
- 10 - 50K docs/year: .20 - .21
- >50K - 99K docs/year: .15 - .17

Image only:

- <10K docs/year: .20
- 10 - 50K docs/year: .15 - .16
- >50K docs/year: .10 - .12

Index only:

Sell by document, or monthly charge (\$200 - \$1000/mo)

GRANDFATHERING CONSIDERATIONS:

Grandfathering instances may occur where the County Official may have existing bulk-data subscribers and the County Official may wish to honor current agreements for a stated period of time. Please note that length of grandfathering period is limited to 2 years. Please note below, the names of the companies being Grandfathered, the financial terms and term.

Company Name	Financial Terms	Grandfathered Term

BUYER REPRESENTS THAT THIS SCHEDULE G HAS BEEN READ:

MARINETTE COUNTY, WI

FIDLAR TECHNOLOGIES

Dated: _____

Dated: _____

Name: _____

Name: _____

Title: _____

Title: _____

AMENDMENTS TO TOWN OF DUNBAR ZONING ORDINANCE

Adopted by the Dunbar Town Board on 5-14-2012

DELETE ALL

1. Section IV – General Provisions, Subsection C. Building and uses, Paragraph 7. (Page 10)

Where a building permit for a building or a structure has been issued in accordance with the law prior to the effective date of this Ordinance, and provided that construction is begun within six (6) months of such effective date and diligently prosecuted to completion, the said building or structure may be completed in accordance with the approved plans on the basis of which the building permit has been issued.

CHANGES ARE IN ITALICS

2. Section VI – R 1- Residential District, Subsection H. Paragraph 1, Building Size. Page 16
Minimum size of dwelling shall be 600 square feet of living space per dwelling unit.

Minimum size of dwelling shall be 600 square feet of living space *on the ground level* per dwelling unit.

CHANGES ARE IN ITALICS

3. Section XV - Sub-section F. Building Permit, Paragraph 3 Page 40

A building permit shall be granted or denied in writing by the Zoning Administrator within thirty (30) days. The permit shall expire within six (6) months unless substantial work has commenced.

Any permit issued in conflict with the provisions of this Ordinance shall be null and void.

A building permit shall be granted or denied in writing by the Zoning Administrator within thirty (30) days. The permit shall expire within six (6) months unless substantial work has commenced.

A building permit shall be valid for a period of one year, if work is unfinished following the expiration date of the permit, the permit shall be renewed. The Zoning Administrator shall issue no more than 2 renewals. Applications for a third or subsequent renewal of a building permit shall be submitted to the Town Board for written approval or denial.

Any permit issued in conflict with the provisions of this Ordinance shall be null and void.

Item 9

Land Information Department Donations & Grants
Reporting and Acceptance Form

Is this a donation or a grant? (check one)

_____ Donation XX Grant

Name of Donor or Grant Funding Organization:

Wisconsin public Service Corporation

Purpose of Grant or Donation:

To pay for Phragmites mapping and control and Purple loosestrife mapping in Potato Rapids Flowage.

This effort is part of the WDNR funded Aquatic Invasive Species Coordinator Grant. By obtaining financial support for the project from non-county sources, our application received a higher score. When I asked WPS for financial support, they requested that we perform the services listed above in return.

The proposed activities closely align with the goals and objectives of the WDNR grant project, in that they locate and/or control aquatic invasive species.

Amount of Grant or Donation:

\$2,500

Marinette County Employee Responsible for Administration of the Grant or receipt of the Donation (name, phone #, email):

Greg Cleereman 715-732-7783 gcleereman@marinettecounty.com

Marinette County responsibilities: (check all that apply)

_____ Cost share – % or \$\$ amount of cost share _____

_____ Explain how this cost share will be satisfied staff time in kind or \$\$ in budget? _____

XX Other LID-LWCD staff will perform mapping of purple loosestrife and phragmites and control of phragmites in Potato Rapids Flowage. The hard costs are mileage, printing, and pesticide. The rest of the grant will offset staff costs.

_____ None

Marinette County Land Information Committee Approval: _____
Date

Finance Committee Approval (if matching funds are involved): _____
Date

June 26, 2012

To: Lake Michigan Area Land and Water Conservation Association Members:
Brown County, Door County, Kewaunee County, Manitowoc County, Marinette County, Oconto
County, Shawano County, Sheboygan County, Jim Vanden Brook WLWCA.

Re: Lake Michigan Area Land and Water Conservation Association Summer Tour and
Business meeting Friday July 20, 2012.

Brown County would like to invite you to attend the 2012 Lake Michigan Area Land and Water
Conservation Association Summer Tour which will be held at **Barkhausen Waterfowl Preserve
Interpretive Center**, 2024 Lakeview Drive, Suamico, WI on Friday July 20, 2012 starting with
registration at 11:30 am. The tour will focus on two Great Lakes Restoration Initiative (GLRI)
conservation projects located along the West Shore of Green Bay.

Agenda

Lake Michigan Area Land and Water Conservation Association July 20, 2012 Summer Tour

11:30 am	Registration at Barkhausen
12:00 pm	Dinner (catered)
12:45	Welcome by County Executive Troy Streckenbach
1:00	Matt Kriese - history and background of Barkhausen
1:15	Business meeting LMALWCA
2:00	Jim Jolly – West Shore Pike Habitat Restoration Project (GLRI)
2:30	Mark Walter - Cat Island Chain project (GLRI)
3:00	Mark Walter -Tour of Cat Island Chain construction project on site
3:45	End of tour

The cost for the dinner and refreshments will be \$15.00 and payable at registration.
Please provide a head count by county by emailing Bill Hafs (hafs_bc@co.brown.wi.us) by
Monday July 16, 2012.

The tour of Cat Island will follow a presentation by Mark Walter at Barkhausen and require a
short drive of approximately 2 miles.

See you on July 20, 2012.



Barkhausen Waterfowl Preserve

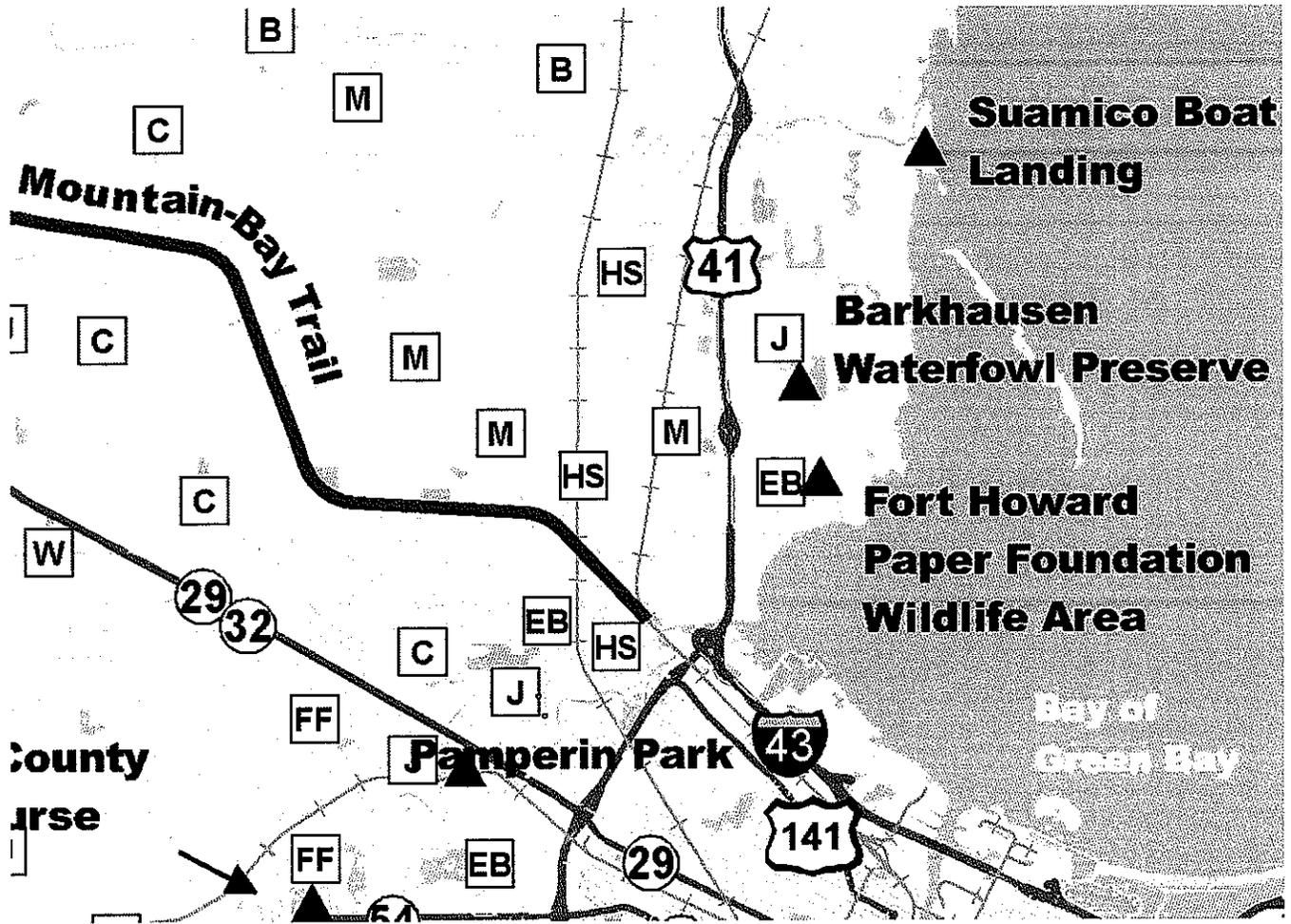
2024 Lakeview Drive, Suamico, WI 54173

Located along the west shore of the Bay of Green Bay, the L. H. Barkhausen Waterfowl Preserve has 920 acres of forest, meadows and wetlands where prehistoric Indian tribes once hunted, fished, and camped. Today this natural area is home and refuge for a wide variety of waterfowl, wildlife, and plant species. Over 9 miles of scenic hiking trails run through the marshes and forests of the preserve. These trails are also groomed for cross country skiing in the winter months. All trails begin and end at the Interpretive Center.

Also located amidst the preserve is the **Interpretive Center**, which offers a variety of educational programs throughout the year and gives visitors the opportunity to explore nature up close with exciting hands-on exhibits. The Interpretive Center is open to the public Monday through Friday from 9:00 am - 4:00 pm and on Saturday and Sunday from 12:00-4:00 p.m.



Driving Directions: Take Hwy. 41-141 North of Green Bay 4 1/2 miles to Lineville Road exit, turn right (east) on Lineville Road to intersection with Lakeview Drive, turn north onto Lakeview Drive. Park entrance is about half mile ahead on the right. Barkhausen is located approximately 5 miles north of Green Bay.



'Conserve what you love'

Marinette County camp gets kids in touch with outdoors

By Sara Bredezen

Regional Editor

CRIVITZ — Greg Cleereman said he got the inspiration for developing the Sand Lake Conservation Camp after hearing a quote about environmental stewardship.

"They guy said that in the end we're only going to conserve what we love, and we're only going to love what we understand, and we're only going to understand what we're taught," Cleereman said.

With that in mind, staff from the Marinette County Land and Water Conservation Department, the Forestry and Parks Department, the Wisconsin Department of Natural Resources, friends and other volunteers have for seven years been bringing groups of sixth-, seventh- and eighth-graders from Wisconsin and the Upper Peninsula to Camp Bird near Crivitz to fall in love.

This year's camp was June 21-23. For two and a half days, the campers got a packed schedule of hands-on exposure to what Cleereman called core competencies — wildlife, forestry, herpetiles and aquatics — interspersed

with more typical camp experiences like fishing, lure making, archery, boating, swimming and T-shirt decorating.

"We think that people that are having fun out in nature are going to value it more highly if they get something out of it," Cleereman said.

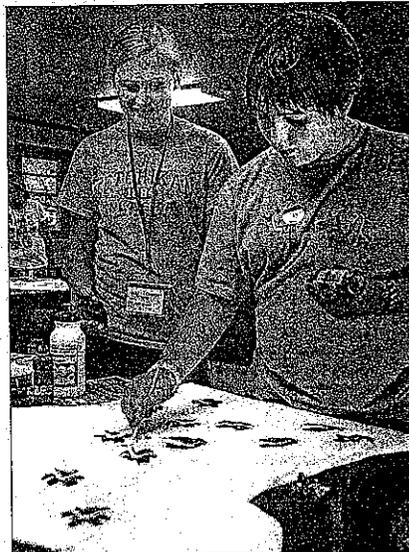
He said some of the kids come with a good background in the outdoors, but some have almost no knowledge of natural processes or the ability to identify any of the birds, plants or animals.

"For the kids that don't know, it kind of starts them on the path to understanding, and we also hope that the kids that are more familiar, that their enthusiasm will help those new kids as well," he said. "At this age level, there's still lots for everybody to learn."

Cleereman said the camp started with about 22 campers the first year and is up to 75. Of those, about 20 percent are coming back for repeat years.

Hunter Reineck, who will be starting eighth grade at Slinger Middle School in the fall, is in his third year at Sand Lake.

"My sister heard about it.



Junior counselor Alex Fredrich, left, helped camper Hunter Reineck put the finishing touches on a painted T-shirt at Sand Lake Conservation Camp. Alex attended three years as a camper and came back as an assistant two years ago. Hunter, now in his third year camping, would like to do the same.



Photos by Sara Bredezen

Students were challenged to work as a team to cross a rope during Sand Lake Conservation Camp near Crivitz.

She tried it out, and my sister convinced me to try it out one year," he said.

Reineck said he loves the camp and the outdoors and hopes to return in other years as a counselor.

That's what Alex Fredrich did after three years as a camper. She returned two years ago as a junior counselor and wants to keep coming back as long as she can. The Southern Door High School sophomore said her father and a younger sister also are at camp this year.

"It's kind of turned into a whole family thing now," she said, laughing.

Eric Meeks of Peshigo has been at the camp for six of his seven-year history.

"I started off as being interested in outdoors. When I got too old to be a camper, I decided I wanted to help out other kids and still actually learn things. That's why I kept coming back," he said.

Meeks said he thought he knew a lot about the outdoors when he came to camp as a sixth-grader but quickly realized he had a lot to learn. He said he sees the same in a lot of the new campers.

"Honestly, I see a lot of what I was like, and seeing them learn is just kind of cool," he said. "Anything I can help them out with is really cool for me too."

Trees For Tomorrow is a well-known camp for older children in Eagle River, Cleereman said, but he felt the state needed something for younger kids.

"We try with all of our educational activities to kind of front-load it toward the youth to capture and get them interested in the outdoors before they move on to other things, video games and stuff like that," he said.

Campers came from almost two dozen counties and a couple from the U.P.

They are both rural and suburban, said Anne Bartels, camp supervisor.

"Now days, kids need to come to camp like this just to get away from the whole Facebook, texting stuff," she said.

For some, it is their first contact with wild things that are portrayed as horrors in popular media. A collection of skins, skulls and live reptiles and amphibians gets youngsters within touching distance.

"They might still be afraid, but they can touch and be done," Bartels said. "That's why I like camp too, because kids can kind of learn to overcome fear on their own without people trying to make them do it. They just do it on their own at times as a growing experience."

Cleereman said campers are surveyed each year to find out what they like and don't like.

"We try to make the camp better based on that," he said. "Everybody seems to benefit, and the main complaint that we get is that the camp is too short."

He said his greatest hope for the kids that are coming to Sand Lake is they become adults, come back to Marinette County for recreation, and make decisions that protect the landscape and protect and conserve nature for future generations.

"Part of the thinking behind that is that we're not going to be able to regulate our way out of all our environmental problems," Cleereman said. "It's going to be people making different decisions than we have in the past."

For more information about next year's Sand Lake Conservation Camp, call Bartels at 715-732-7784.

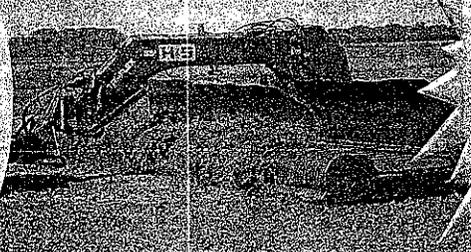
Sara Bredezen can be reached at 715-360-7253 or stbrede@gmail.com.

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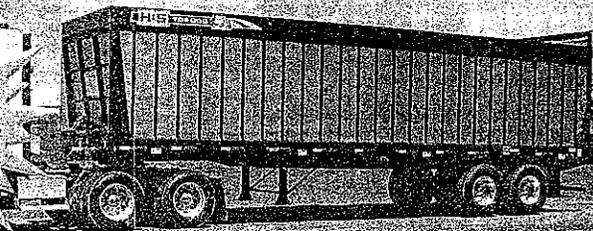


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DATCP REPORT
Special Edition-Evaluation and Reporting
June-July 2012

Highlights from 2011 County Annual Reports

- The following are highlights from 2011 County Annual Report:
 - Soil erosion control, manure management, and nutrient management were the three top conservation priorities by resources used (staff time and cost-share) for Wisconsin's land conservation departments. Shoreland management and invasive species control rounded out the top five priorities.
 - Over 23,000 conservation practices were completed and certified in 2011, including 178 manure storage facilities, 177 barnyard runoff control structures, and over 20,000 streambank and shoreline projects.
 - Wisconsin has 78,000 farms; land conservationists worked with 29,000 farmers in 2011, or about 37% of all the farmers in the state.
 - Cost-share fiscal resources, by source:

Source of funds	Amount	DNR/DATCP Allocation Plan
Local (including county levy)	\$2,069,388	
State (including DNR TRM & DATCP SWRM)	\$10,667,815	\$10,085,170 ¹ (105%)
Federal (Including EQIP, CSP, CRP, CREP, WHIP, MRBI, Coastal Management)	\$19,089,622	
Other (Nature Conservancy, lake district, etc.)	\$915,642	
Total, all sources	\$32,742,467	

- Counties employ over 350 conservation staff, over 200 of whom are funded by the counties themselves. An additional 120 are funded by DATCP staffing grants, and over 30 are paid for by other sources.

Engineering

- In response to county requests for improved engineering support and service, DATCP has redrawn the boundaries of its service areas, and added staff to provided field service. See last page for a new map of our regional service areas and staff serving those areas.
- DATCP is working with NRCS, county and other partners to strengthen training delivery to meet a range of needs including support for job certification/approval.

DATCP SWRM Grants

- DATCP is evaluating whether it can proceed on schedule with the 2013 preliminary allocation plan.
- DATCP's new reimbursement and certification form (available at, <http://datcp.wi.gov/uploads/Environment/doc/112-RevisedReimbursementRequest2012ElectronicFill.doc>) requires that counties submit a construction plan cover sheet to demonstrate the proper design and construction of engineered practices. NRCS has developed a new coversheet which counties should use, ftp://ftp-fc.sc.egov.usda.gov/WI/engcad/CAD_PDF/WI-001.pdf. If a project has already started, counties should include the following construction approval language on the older coversheet: "The installed practices comply with applicable NRCS technical standards and specifications. The redlined" construction plans (as-built drawings) reflect changes made during construction."
- DATCP is following an interim policy to implement cultural resource reviews. These reviews only apply to projects funded with DATCP cost-share dollars, but certain practices such as nutrient management are exempt from review.
- With the recent approval of the LWCB, DATCP is streamlining the processes of transferring cost-share funds between counties, and reallocation of funds from its NOI reserve. The waiver will eliminate the requirement of providing notice to designated parties including counties. Counties must

¹ The amount of cost-share dollars spent may be different from dollars allocated due to carryover of funds from the previous year. DNR/DATCP Allocation Plan amount from 2010 Joint Final Allocation Plan, Soil and Water Resource Management Grant Program and Nonpoint Source Program, signed February 2010 by DATCP Secretary Rod Nilsestuen and DNR Secretary Matt Frank.

now use new forms for transfers and reallocations available at this web site, [http://datcp.wi.gov/Environment/Land and Water Conservation/SWRM Grant Program Working Manual/index.aspx](http://datcp.wi.gov/Environment/Land%20and%20Water%20Conservation/SWRM%20Grant%20Program%20Working%20Manual/index.aspx). There also new instructions for these transactions.

Land and Water Resource Management Plans

- In June 2012, the LWCB approved the use of the guidance checklist (2 page Word, [http://datcp.wi.gov/Environment/Land and Water Conservation/Land and Water Resource Management Plans/Plan Statute, Rule and Board Recommendations/index.aspx](http://datcp.wi.gov/Environment/Land%20and%20Water%20Conservation/Land%20and%20Water%20Resource%20Management%20Plans/Plan%20Statute,%20Rule%20and%20Board%20Recommendations/index.aspx)) as part of its standard operating procedures for counties presenting LWRM plans to the Board for recommendations of approval. The checklist will help the Board determine whether a county's revised plan meets LWCB requirements for 10 year plan approval or a 5 year extension of a plan approved for 5 years. Counties must submit a completed checklist, along with other required materials, in advance of when they are scheduled to present their revised plans.

Farmland Preservation, Agricultural Enterprise Areas (AEAs), Purchase of Agricultural Conservation Easements (PACE)

- Based on newly-passed legislation intended to simplify the process for designating AEAs, DATCP can now designate AEAs through an order, rather than using more complex procedures for emergency rulemaking.
- The stakeholder team that is evaluating new Agricultural Enterprise Areas (AEA) petitions for the Secretary to consider designating met recently. The team evaluated seven petitions and will provide comments to the department. Designation as an AEA encourages agricultural economic development and makes farmers in the approved areas eligible to apply for farmland preservation agreements to preserve farmland.
- The scope statement for ATCP 49, which will interpret and clarify provisions of the farmland preservation law related to farmland preservation planning, zoning, and agreements, has been approved by the governor. The scope statement was presented to ATCP Board on May 16th for its approval, and thereafter the department may begin the rulemaking process.
- DATCP certified the revised FPP zoning ordinance for the Town of Theresa in Dodge County through 2022.
- PACE report, <http://datcp.wi.gov/uploads/About/pdf/PACE-EvaluationReportForBoard6-8-2012.pdf> was be presented to the ATCP Board in June and then sent to Legislature by the end of June.

Nutrient Management

- Based on DATCP's review of 28 counties FPP compliance activities, we have collected the following information:
 - About 900 farmers have been found in compliance.
 - About 300 certificates of compliance have been issued.
 - Over 16,000 farmers need nutrient management plans.
- An update of SNAP is on the way, with a Beta release scheduled for late summer, and it will incorporate RUSLE2 (version 2) which does better job calculating soil loss from pastures.

Transitions

- Michael Hutchinson is the new contract specialist working with Stacy Leitner to handle SWRM and other grants.
- Sara Walling was hired as the section chief position recently vacated by Jim VandenBrook. Sara has significant experience with nutrient management as s former staff person in the section.

11

RESOLUTION# 12-6-4

DATE June 19, 2012

Effective Date June 19, 2012

Introduced by Judicial & Legislative
Page 1 of 1

Committee

Motion: Adopted:

1st Clendenning Lost:

2nd Rozar Tabled:

No: 2 Yes: 17 Absent: 0

Number of votes required:
 Majority Two-thirds

Reviewed by: PAK, Corp Counsel
 Reviewed by: _____, Finance Dir.

LAD

INTENT & SYNOPSIS: To seek state support of frac sand mining via policy development and allocation of state resources to assist in this area of economic development.

FISCAL NOTE: Nothing specific. This resolution is intended to get the state thinking about the reallocation of existing funding to support the huge potential that exists with frac sand mining. The resolution does not seek to commit the county or the state to any specific use of funds.

SOURCE OF MONEY: n/a

		NO	YES	A
1	Nelson, J		<input checked="" type="checkbox"/>	
2	Rozar, D		<input checked="" type="checkbox"/>	
3	Feirer, M		<input checked="" type="checkbox"/>	
4	Wagner, E		<input checked="" type="checkbox"/>	
5	Hendler, P		<input checked="" type="checkbox"/>	
6	Bren, A	<input checked="" type="checkbox"/>		
7	A shbeck, R		<input checked="" type="checkbox"/>	
8	Miner, T		<input checked="" type="checkbox"/>	
9	Winch, W		<input checked="" type="checkbox"/>	
10	Henkel, H		<input checked="" type="checkbox"/>	
11	Curry, K		<input checked="" type="checkbox"/>	
12	Machon, D	<input checked="" type="checkbox"/>		
13	Hokamp, M		<input checked="" type="checkbox"/>	
14	Polach, D		<input checked="" type="checkbox"/>	
15	Cleandening, B		<input checked="" type="checkbox"/>	
16	Pliml, L		<input checked="" type="checkbox"/>	
17	Allworden, G		<input checked="" type="checkbox"/>	
18	Murphy, B		<input checked="" type="checkbox"/>	
19	Moody, R		<input checked="" type="checkbox"/>	

WHEREAS, the State of Wisconsin has the good fortune of having large deposits of the type of sand needed by the oil and gas industry in recovering greater amounts of these petro-chemicals through the use of the fracking process, and

WHEREAS, frac sand companies have come to Wisconsin to mine the frac sand and are currently operating in over 20 counties, and

WHEREAS, the frac sand companies operating in Wisconsin are creating thousands of new jobs and significantly increasing the tax base, and

WHEREAS, there are infrastructure costs associated with the new frac sand mining industry's development in Wisconsin, primarily with respect to improving local roads to withstand the weight of the sand being hauled over them as the local roads are not built to the standards of the state highways, which are designed to handle the added weight, and

WHEREAS, the State of Wisconsin has and will continue to reap the benefits of the frac sand mining industry; it is appropriate for the state to share with the local units of governments some of the costs associated with developing and supporting this industry, primarily with respect to the roads, and

WHEREAS, the State of Wisconsin has a history of investing its limited resources into maintaining and expanding the businesses and industries that operate here in its attempt at being a business friendly state.

NOW, THEREFORE, THE WOOD COUNTY BOARD OF SUPERVISORS HEREBY RESOLVES to go on record in supporting the development and expansion of the frac sand mining industry and encourages the State of Wisconsin to join in that support by its policy development and resource allocation so as to enable the frac sand mining industry to thrive.

BE IT FURTHER RESOLVED that the State of Wisconsin's Department of Transportation is requested to assist local units of government in maintaining the roads and highways used by the frac sand haulers by reallocating some of its funding for this purpose.

BE IT FURTHER RESOLVED that the Wood County Clerk forward a copy of this resolution to Governor Walker, Department of Transportation Secretary Gottlieb, Wisconsin Counties Association Executive Director O'Connell, area legislators, including Senator Lassa and Representatives Vruwink and Krug, and to our fellow counties so as to seek their support of this proposal.

()

William Clendenning WILLIAM CLENDENNING (Chairman)

Gerald Nelson GERALD NELSON

Gary Allworden GARY ALLWORDEN

Ed Wagner ED WAGNER

William Murphy WILLIAM MURPHY

Adopted by the County Board of Wood County, this 19th day of June 20 12.

Gytha Copress County Clerk

James A. Alford County Board Chairman