



Trempealeau County Corporation Counsel

18600 Hobson Street, Whitehall, WI 54773
Phone: (715) 538-2311 • Fax: (715) 538-4776

Via Hand Delivery and Email

June 9, 2026

Chair Andy Todd
Trempealeau County Board of Supervisors
Trempealeau County Government Center
18600 Hobson Street
Whitehall, WI 54773

RE: Request to Review and Investigate Flock Camera Presentation Contents

Dear Chair Todd:

In May 2026, Corporation Counsel was asked to investigate statements and allegations made within Supervisor Andrew Parrish's 5/13/2026 presentation to the Law Enforcement Committee.

This document reflects that review and investigation.

To assist in reading this document, please note that the ordering of this document is as stated below:

I. Process Summary

II. Timeline

III. Expanded Review of Issues

*Begins with instructions on how to read this document followed by the expanded review.

A. Budgetary Process

B. Sheriff Semingson did not "tuck" Flock into his Office's Annual Budget.

C. Flock Safety was an approved budgetary item for both the 2025 and 2026 budget years.

D. The Flock Contract was not signed before County Board approval and appropriation.

E. The Authority of the Sheriff (discussed).

F. No IGA (Intergovernmental Agreement) is required for mutual assistance provided between law enforcement agencies.

G. Other relevant issues

1. Review of the WisDOT Documents.

2. Department Head Authority and Purchasing (discussed).

3. No notice of claim or legal complaint was ever served on the County.

4. Home rule (discussed).

IV. Slides and Summary of Review.

V. Other resources.

VI. Findings.

VII. Recommendations as to Process

I. Process Summary

This section discusses what was the general process during this investigation and review process. To summarize that process, see below.

A. Document review:

Multiple documents were reviewed in the course of this investigation. Certain other documents were subsequently reviewed to verify other documents and/or statements made during this investigative and review process. Those reviewed documents include but are not limited to:

- Supervisor Parrish's 5.13.26 Law Enforcement Committee Presentation and referenced County documents.
- Materials from various departments including the Trempealeau County Sheriff's Office (TCSO), County Clerk's Office - Docucenter, and Administration including multiple budgetary documents and emails. (Docucenter is the online search feature where individuals may look for ordinance, agendas, minutes, etc.)
- An IT-assisted search for TCSO Flock-related documents was provided here.
- Multiple videos of prior County meetings found online (and are publicly available) were reviewed.
- Multiple other County documents (*e.g.*, the Property Purchasing and Disposal Policy, and approved minutes and agendas available through the Docucenter and SharePoint links where applicable).
- Prior records requests and related documents.

B. Individual review:

Multiple individuals were contacted during the course of this investigation – some several or multiple times. These individuals include:

- Sheriff Koxlien
- Chief Deputy Dahl
- C. Gutsch
- (former Sheriff) B. Semingson
- R. Glewen
- B. Reilly with Ehlers
- Attorneys B. Keating and J. Lichter with Quarles
- Flock D. Mayberry
- WisDOT staff K. Jennings
- Multiple County Board Supervisors (including A. Todd, K. Whalen, R. Johnson, D. Larson, and R. Baecker)
- County IT staff
- Clerk Martin
- P. Hanson

Despite being referenced, the contents of what was discussed and/or the amount of contact should not be assumed other than a general relation to the subject or to a part of subject.

II. Timeline:

The presentation involved matters that began in 2024 going forward to 2026. Staff have changed since then, complicating this investigation and review process further. To understand the applicable issues, a timeline was created and provided below. Note, this timeline is limited to what could be learned through this review and investigative process.

2024

- June 6, 2024: Executive-Finance Committee meeting – discussion on updated 2025 budget.
- July 1, 2024: Executive-Finance Committee meeting – discussion on updated 2025 budget with timeline provided.
- August 5, 2024: Executive-Finance Committee meeting – discussion on 2025 budget.
- August 15, 2024: Sheriff Semingson directed, via email, C. Gutsch, who provides fiscal services and assists with the TCSO departmental budget, to include Flock in the 2025 budget. Per this email, Sheriff Semingson identified the applicable line as “investigator,” which was separately confirmed to be the applicable line item in the department’s investigator line (item # .211).
- September 5, 2024: Executive-Finance Committee meeting – discussion on the 2025 budget and specific discussion about upcoming meetings where Flock would be discussed.
- September 11, 2024: At this Law Enforcement Committee meeting, Sheriff Semingson discussed the addition of Flock cameras to his department’s 2025 budget. This item was both an agenda item and included in later minutes.
- October 7, 2024: There was an Executive-Finance Committee meeting with presentation of the 2025 budget.

- October 14, 2024: Administrator Glewen presented on the proposed 2025 budget to County Board of Supervisors at a special meeting for the Board.
- October 21, 2024: Administrator Glewen provided an additional presentation on the 2025 proposed budget to County Board of Supervisors.
- November 4, 2024: Executive-Finance Committee meeting – another discussion on the 2025 budget.
- November 12, 2024: 11:00 a.m. Budget Hearing – First Reading of the Budget followed by adoption of the 2025 Budget.
 - The review of this recorded meeting shows Clerk Syverson reading the budget item for the Sheriff’s Administration, which included the Flock (investigator) line item at 1 hour, 4 minutes.
- November 13, 2024: Sheriff Semingson emailed Administrator Glewen to confirm supervisor statements he had received regarding the approval of Flock through the budgeting process.
- November 15, 2024: Sheriff Semingson and N. Ross with Flock communicated via email about the contract’s start date as it related to the 2025 budget year.

Sheriff Semingson: When you say this year do you mean 2025?

N. Ross: Correct. The first year of the contract starts one the first camera is in the ground (which will be in 2025). Year two will be in 2026.

The billing terms state “net 30.” Meaning that the payment for the first year of the contract will be due within 30 days of signing, If those funds will not be available until January 1 of 2025 I can update the billing terms to “net 60” giving you 60 days for the payment. This will get us to January of 2025. Please let me know if that makes sense or if you’d like me to adjust the billing terms to net 60.

Thanks,
Nathan

Sheriff Semingson: Thank you for the clarification. I copied my Fiscal Manager on this response as she will be the person managing invoices. Have a great weekend.

(Note, C. Gutsch was that staff person and she helps with the annual budget as well.)

- November 15, 2024: Sheriff Semingson signed the Flock contract.
- November 20, 2024: Flock invoice (1st) sent to the County; this invoice was denied as it was sent before 1/1/25 (*i.e.*, the start of the 2025 budget year).
- November 20, 2024: Sheriff Semingson emailed N. Ross with Flock.

Sheriff Semingson: Good morning Nathan

I received an invoice today. I've stated several times that this is a 2025 budget project. I will not be paying the invoice until after January 1st.

Brett

- December 4, 2024: Sheriff Semingson emailed the Flock “billing team” about the December invoice received. These emails are below:

From “Billing Team” to Sheriff Semingson:

Season’s Greetings! This is Flock Safety’s Collections Department reaching out about your account’s upcoming invoice: INV-52673 in the amount of 11650 due in the month of December. We would like to ensure that you have everything you need to process this invoice in a timely manner, understanding that several payable departments have special hours or requirements for the holidays. If there is anything that we can do to better serve you, and ensure the invoice is processed on time, please contact us at 866-901-1781 or billing@flocksafety.com. Thank you for your continued business.

Also on December 4, 2024, Sheriff Semingson send the below to the “Billing Team.”

Hello

This is the third time I have responded to the invoicing. This is a 2025 budget project for me and I am not prepared to pay anything in 2024. Nathan Ross knows that. If I have to put the brakes on the project then it has to be done soon as we have a kick-off meeting starting right at this moment..

Sheriff Brett Semingson

(Note, there were other emails between Sheriff Semingson and Flock staff preparing the TCSO for Flock’s start late 2024 as well.)

Total: In 2024, Flock was discussed a minimum of ten times at County meetings, including meetings where the public hearing was held, the budget was formally approved, where Flock was specifically discussed as being part of the 2025 proposed budget before the applicable standing committee, and special budgetary meetings.

2025

- January 21, 2025: Sheriff Semingson denied the Flock 2024 invoice as it was not for the 2025 budgeted year, and he requested that the invoice reflect the start of the contract in 2025 and budgeted year. Specifically,

Greetings:

It was agreed upon that this would be a 2025 project and payable in 2025. Could we get an updated invoice to reflect a 2025 date of invoice. Please note that the correct address for the Trempealeau County Sheriff’s Office is 18600 Hobson Street, Whitehall, WI 54773.

Thank you.

*This was a follow-up email sent by the Sheriff with the first sent on December 4, 2024.

- January 22, 2025: L. Tipa with Flock responds and informs Sheriff Semingson that the TCSO may disregard the prior invoice and that the invoice for January 2025 was attached.

- February 2025:
 - February 4: The City of Galesville provides authorization for camera to WisDOT.
 - February 6: Sheriff Semingson signed the WisDOT Utility ROW application.
 - February 12: Flock Invoice paid
 - February 19: WisDOT received completed application
 - February 20: WisDOT issued permit on Utility ROW application

- September 4, 2025: Executive-Finance Committee met with Personnel Bargaining re 2026 budget, specifically including the 2026-2030 CIP discussion with B. Reilly.
- October 2, 2025: Executive-Finance Committee met and tabled the Administrator's 2026 Budget Presentation until October 6th.
- October 6, 2025: Executive-Finance Committee met again, and there was a second 2026 budget presentation and a resolution on promissory notes.
 - Minutes provided:
 - Administrator's 2026 Budget Presentation-Rebecca Glewen-Handouts were given to committee members with a power point presentation for department heads/viewers in attendance for the proposed 2026 budget. Discussed the budget process with

finalization in November with a public hearing. Discussion was held.

- Resolution Authorizing Issuance of “Not to Exceed \$4,400,00 General Obligation Promissory Notes”-Brian Reilly (Ehlers)-Resolution in committee packet. This is introducing the CIP plan received earlier. First step in the process is for the committee to review & advance this to full board in tandem with the budget to authorize the funds by resolution. No fiscal impact until 2027. Discussion was held about bond rating, additional debt & preliminary requirements needed by statutes. Motion made by Supervisor Turner; seconded by Supervisor Baecker. Roll call vote taken; Turner-yes; Baecker-yes; Aasen-yes; Larson-yes; Supervisor Sacia departed at 9:57 AM. Motion carried 4/1.
- October 15, 2025: County Board held a “Workshop” on the 2026 budget with Administrator Glewen’s 2026 budget presentation and information given to the full board.
- October 15, 2025: Administrator Glewen sent out, via email, to the County Board the CIP summary and funding documents. She also mentions that B. Reilly, with Ehlers, would attend the County Board meeting later on the 20th to discuss debt issuance.
- October 20, 2025: The County Board were provided additional information and time to review the proposed 2026 Budget Presentation, ask questions, and discuss. B. Reilly also discussed the 2026 CIP.
- October – November 2025: Additional budget related meetings with (individual) supervisors, Administrator Glewen, and staff to review the proposed budget (various topics).

- November 9, 2025: Administrator Glewen sent to County Supervisors budget materials, including the budget book.
- November 12, 2025:
 - 11:04 reading of the full budget by Clerk Martin, with that reading ending at 12:35 p.m.
 - A review of video shows the line item for Flock was shared on the screen and was read at 2 hours and 22 minutes.¹
 - 1:45 p.m. Board adopted 2026 budget after discussion.

Total: A minimum of six County (official) meetings were determined to have been held on the 2026 budget or directly applicable, which included the public hearing, the budget workshop, and the specific reading of Flock during the recorded video. Other communications and individual meetings were not included in this analysis.

2026

- Type: For 2026 only, there is a division below between committee or Board related events and those communications from Mr. Parrish (now Supervisor Parrish). These were divided to assist those reading in tracking the applicable dates.
 - County Board Related:
 - February 2, 2026: Brian Reilly with Ehlers discussed 2026 debt financing at the Executive-Finance Committee meeting, specifically referring to the budget and the 2026 capital items.
 - February 16:, 2026: B. Reilly with Ehlers presented on promissory notes and the 2026 CIP with full minutes below:

¹ This video was found at <https://www.youtube.com/watch?v=mwgKLBHQI50>.

Ehlers- Discussion on 2025-10-04 Initial Resolution Authorizing the Issuance of Not to Exceed \$4,400,000 General Obligation Promissory Notes-Brian Reilly-(virtual)-Brief update about funding for capital improvement projects through the issuance of promissory notes. Agenda item on March 16th.

- March 16, 2026: County Board voted to approve the promissory notes via resolution.

- Parrish-related communications

- February 6, 2026: A. Parrish (now Supervisor Parrish) emailed Atty. Fisher through a records request seeking “signed intergovernmental agreements and the accompanying resolutions” as applicable to the Sheriff’s Office’s receipt of camera data.
- February 6, 2026: Atty. Fisher confirms receipt of said emailed request.
- February 6, 2026: A. Parrish responds, “Thank you. There are none.”
- February 17, 2026: Atty. Fisher responds:

Good afternoon, Mr. Parrish:

I did receive the below email.

From the below, it appears that nothing else further is needed based upon the February 6th email. If this is incorrect, please let me know. Thank you.

Sincerely,

Susan Fisher

- February 17, 2026: A. Parrish responds, “Are you confirming that these agreements don't exist with agencies who have access to the Counties Flock Cameras?” at 4:57 p.m.

- February 18, 2026, at 7:57 a.m.: Atty. Fisher responded:

Good morning:

No. A more formal response would follow; but, essentially, this office is not the right records custodian applicable to the received request. Those custodians would need to review their records and respond.

As a courtesy, I can forward this on to the correct custodians, but it was not clear if anything was still wanted from the last email received. Please let me know if so. Thank you.

Susan Fisher

- February 18, 2026, at 8:03 a.m.: A. Parrish responded:

Thanks Susan - really no need to at this point. Please consider this request fulfilled.

- February 18, 2026, at 8:05 a.m.: Atty. Fisher responded:

Thank you for letting me know and so quickly. I will take no further action on this request then.

Have a good morning,

Susan Fisher

- February 19, 2026: A. Parrish emailed DA Sacia regarding Flock, seeking an opinion.
- February 19, 2026: A. Parrish emailed Atty. Fisher regarding the same Flock opinion, stating the DA referred him to Corporation Counsel.

The District Attorney's office referred me to your department regarding a matter of intergovernmental cooperation.

I am seeking a formal legal determination on this issue. Could you clarify if your office provides these determinations below, or if this is a matter that must be brought before an Administrative Law Judge?

Thank you for your guidance

- March 9, 2026: A. Parrish emailed Atty. Fisher (2nd) stating “We’re coming up on 21 days. Please advise below.”
- March 9, 2026: Atty. Fisher responded:

Good afternoon, Mr. Parrish:

My apologies. I had a responsive email but that appears to not have been sent out before my vacation (last week). I will look for that and then forward it on.

Thank you,
Susan Fisher

- March 9, 2026: A. Parrish responded via email, “Thank you! I hope you had a nice vacation.”
- March 9, 2026: Atty. Fisher responded via email, “Thank you. Again, my apologies. The other (prior) email was just sent.”
- Referring to the other March 9, 2026, Atty. Fisher email: The contents are below:

Following up, below is the email that appears to not have been sent for some reason. Susan

Dear Mr. Parrish:

Good question and thank you for asking it. What a corporation counsel does and does not do often can be unclear even for those who work with or know a corporation counsel.

The position of corporation counsel is defined by Wisconsin law. While additional and specific statutorily prescribed duties are found elsewhere within Wisconsin law, the position is generally described within Wis. Stat. § 59.42.(2). These duties include providing representation in civil matters applicable to County matters and business; perform duties in certain civil matters; counsel the County, including its committees and departments, as needed and as requested, and provide related services through that role as counselor; advise the highway commissioner; and, in large counties like Milwaukee County, review and countersign contracts. Examples of other

statutorily defined duties, include but are not limited to, representing the interests of the public in mental health matters, assisting the court at times in protective placements while potentially also serving as an interested party in guardianships and protective placements, prosecuting child support enforcement actions, prosecuting in rem foreclosure actions, providing ethics opinions upon request and as defined, and assisting with zoning violations.

Through this position, my client is the County as a whole, and I may not provide legal advice or legal services to any other person(s), parties, organizations, etc. What this also means is I may not provide formal legal opinions to the public as that type of action is not consistent with the position's responsibilities and scope.

I believe the referral was made as a courtesy since this office represents the County and advises the County Board. However, as indicated above, formal legal opinions are not provided to the public upon request, and I am not a judicial officer – no formal legal determination may be made here directly or resulting from this position.

To extent the question was asked and has not yet been answered, the City of Galesville may be better suited to discuss their own city-specific rules.

Thank you, again, for asking, and have a good rest of your day.

Susan Fisher

- March 9, 2026: A. Parrish responded, “No problem. I just delivered the clerk a notice of claim for injury.”

- March 10, 2026: Following up, Atty. Fisher contacted Clerk Martin and Chair Aasen regarding the possibility of notice of claim. Both Clerk Martin and Chair Assen were contacted – they had not been served. Clerk of Court Lee was also contacted (twice) and has not been served. It is not clear whether Supervisor Parrish ever attempted service on Trempealeau County or whether that was just on the City of Galesville.

- April 2026

April 21, 2026: The new County Board was sworn in.

- May 2026

- On Saturday, May 9, at 12:21 p.m.: Supervisor Parrish sent an email to Chair Todd, Administrator Glewen, and Atty. Fisher stating, “I would like the following materials available so the Law Enforcement Committee may evaluate the County's compliance with Wis. Stat. §§ 59.51, 66.0301, and 19.84 regarding the Flock Safety ALPR system.” His email asked for a total of twenty-one (21) different types of items to be produced.
- On Tuesday, May 12, 2026, at 4:10 p.m. Supervisor Parish sent an email to Chair Todd, Administrator Glewen, Supervisor Johnson, and Atty. Fisher requesting the removal of the Flock agenda item. At 9:49 p.m., Supervisor Parish sent another email stating he still wanted to discuss Flock at the meeting.
- On Wednesday, May 13, 2026, the Law Enforcement Committee met. Supervisor Parrish presented the applicable PowerPoint.

III. Extended Review

Within the PowerPoint presentation as well as the accompanying oral presentation by Supervisor Parrish on May 13, 2026, at the Law Enforcement Committee. there were multiple allegations made against Trempealeau County. This document will summarize what was found during the course of this investigative review that occurred after said presentation as well as address legal conclusions made by Supervisor Parrish where applicable.

There was a multitude of statements contained within the presentation. The omission of one statement in this document is simply an omission and should not be otherwise construed or characterized in any particular manner regarding any meaning.

Slides within the presentation were given either numbers or letters, and they were sometimes identified as being one of several in order, but said identification of slides did not follow throughout the presentation by slide number. Therefore, for clarification purposes, throughout this review, slides will be referenced by overall order (*i.e.*, slide number) in the presentation and not based upon the assigned number or letter in the presentation by Supervisor Parrish.

Throughout the presentation, there were repeated comments falling into a handful of categories. Those include the following: (1) Flock Safety was never an approved purchase by the County Board; (2) that the County Board never voted on Flock; (3) that the Sheriff did not have the authority to purchase Flock; and (4) that there were no written agreements. Due to the repetition of the statements, this review is first broken down by overall subjects. Later in this document, there is also a slide summary to further review for specific statements.

In addition, on the second page of the presentation, there are six allegations listed. Those allegations are as follows:

1. The Sheriff signed a contract he had no power to sign.
2. The County Board never voted to approve it.
3. 173 outside police agencies got data with zero written agreements.
4. Galesville's Common Council never voted on the cameras.
5. The Mayor approved cameras alone, without the Council.
6. Cameras keep running after a formal legal complaint was filed.

Not all of the above, or the more specific statements, pertain to Trempealeau County. Some statements are specific to the City of Galesville. For allegations one through three, Supervisor Parrish referenced Trempealeau County under each. For allegations four and five, he referenced the City of Galesville. For the last slide, he referenced both the City of Galesville and Trempealeau County. Numbers four and five are related to the City of Galesville. Trempealeau County is not the City of Galesville, and the County does not have access to its records, policies, etc. Therefore, allegations four and five or statements pertaining solely to the City of Galesville have not been reviewed herein. Any questions related to said allegations will need to be directed to the City of Galesville.

A. Budgetary Process Overall

With the presentation, there were several statements made that require an analysis of the county budgetary processes. Those statements include

- That “the Sheriff signed a contract he had no power to sign” later being called “violation one;”
- A statement that “six [were] broken laws;”
- That state law lists certain duties, and surveillance equipment is not within that list,
- That the County Board may spend funds and not the Sheriff;
- “A 2009 Wisconsin court ruling (Brown County) confirmed it: sheriffs handle traditional law enforcement duties only. Purchasing equipment is a budget matter, and budget decisions belong to the Board;”
- “The County Board never voted to approved it” referring to Flock;” amd

- A statement that Sheriff Semingson “tuck[ed]” in Flock in the budget to hide it, and so forth.

Supervisor Parrish is correct that each Wisconsin county board chooses how to spend the applicable county funds. What was not shared within the presentation was what a county budgetary process looks like, how budgets are typically created, and what is required overall for county budgets. As there was no review of these items, or the annual budgeting process, there was then no reference to any law applicable to the annual budgeting process. The annual process, however, is important, as county budgets are part of the presentation and to those statements made, and a review of that process would have evidenced that the above-referenced statements were not correct.

The annual budgetary process is the primary method for how county budgeting occurs throughout the state, in every county, each year. That process is the primary county budgeting process for how spending largely occurs. By law, county boards are required to hold their annual² meetings the Tuesday after the second Monday in November to transact business (excepting Veteran’s Day which is then held subsequently). Wis. Stat. § 59.11(1)(a). This is when county boards across Wisconsin meet, consider, and ultimately settle upon and approve annual budgets for their counties for the following year.

Typically, starting months before, the proposed departmental and then overall county budgets are reviewed in committee meetings and/or with the administrator if and as applicable³. A final

² Some counties may choose to have a two-year budget cycle versus a single year. *See* Wis. Stat. § 59.60.

³ The County was in its first year with an administrator in 2024. With an administrator, the administrator presents the budget to the board. However, despite this change in governmental structure, it should be noted that Flock was still discussed with Law Enforcement in September 2024 as a budgeted item even though that discussion was not required by law. Sheriff Semingson did not have to share, as a specific and separate agenda item, his intentions separately with his standing committee as the model of governance changed. Yet, he did, demonstrating more publicly provided information was provided than required.

proposed budget is created, the proposed budget is publicly shared, and then final proposed budgets are ultimately read to the respective county boards for their ultimate and formal consideration in November.

Once a county's annual budget is approved, the funds are allocated to the applicable departments. Once the new budget begins, the expenditures, purchases, costs, etc. may be made as consistent with the board's approvals for that next budgetary year. Costs incurred for the budgeted year are to be paid from that yearly budget *and* not within an earlier year (*e.g.*, a budgeted item for 2027 is to be purchased in 2027). Paying for an item before the applicable budgeted year begins would be a significant financial issue – paying for an item in the prior year may mean there was no funding allocated for the item during that prior year. Items may be grouped with like items by line item – here, investigative tools with other investigative tools. For further information on county budgeting, see “The Wisconsin County Official’s Handbook,” 10th edition, pages 143-153, Wisconsin Counties Association, available at <https://www.wicounties.org/wp-content/uploads/2026/03/10th-Edition-Handbook-2026.compressed.pdf>. Trempealeau County utilizes a line-item budget. For more specific information, *see* the prior at page 148. *See also* the UW Extension – Local Government Education webpage, <https://localgovernment.extension.wisc.edu/finance-and-budgeting/>, for multiple budget related resources.

Prior to 2024, the County followed an administrator coordinator model. This impacted how budgets were reviewed with heavy reliance on individual committee review of departmental budgets. In addition, there was a separate budgetary review by the Executive-Finance Committee. In 2024, the County transitioned to an administrator model. This model requires the administrator to perform much of that committee level review function of departmental budgets. From there,

the administrator presents the next year's budget for the county board's approval. For more information, see "The Wisconsin County's Official Handbook," 24.

Many, if not most or all, items purchased each year by a county's staff are included in the annual departmental budget. If a department's purchase was approved through the budget process by the county board, there may not be a separate county board or committee vote on the item itself. While a standing committee could make a recommendation or could take action to show a position somehow, there would be no legal requirement for a committee to vote on a specific proposed budgeted item that was to be later considered by the full board, when considering a departmental budget, under the administrator model.⁴

By law, a budget summary, but not a detailed budget, is necessary to be posted. That notice must contain a provision of where to find the full budget if the public wishes to review it. *See Wis. Stat. § 65.90(3)*. What is a "summary" has been considered by the Wisconsin Attorney General, who has provided,

You ask us to interpret the word "summary" and inquire whether it would suffice merely to show the lump sum appropriated to the particular county department or whether the functions within such department for which the appropriation is made, must be shown. We think that the public bodies in question are given the very widest sort of discretion with respect to the "summary" to be published. Publication is an expensive matter. If the "summary" contains itemization of each departmental activity it would not be a summary,—it would be the budget, as the budget is not required to be broken down beyond that point. On the other hand, the summary might well show a total of administrative expenses which might not appear at any one place in the budget, that is, the summary might be by function rather than by departmental totals. We do not suggest by this that departmental totals or functional totals are the only means of compiling a summary. The method in which the political unit keeps its books may conceivably have something to do with the most feasible summary. It is our thought that the summary should not involve any great amount of detail. Whatever figures are shown on the summary and whatever the

⁴ Through the presentation, there appears to be a belief, that despite not being legally required, Flock should have been separately voted on at some point given the expressed concerns about it. This aspect was not clearly articulated within the presentation; but generally, there are no rules regarding that type of action (*i.e.*, based only on later discovered concern or controversy) or what that type of action would have looked like. Without such structure, placing approved budget items again up for vote could create significant inconsistency and confusion in practice.

breakdown thereof, it is our view that it should show comparable figures for the preceding two years. That will mean more to the public than any detailed breakdown without such figures.

30 Wis. Op. Att’y Gen 304 (1941), located at

<https://widoj.sharefile.com/share/view/s30dada3f9d3f481d86480909c8e9d2b4> and through then [file:///C:/Users/fishers/Downloads/Volume%2030_1941%20\(3\).pdf](file:///C:/Users/fishers/Downloads/Volume%2030_1941%20(3).pdf), 310.

By law, a notice of a public hearing on the budget is also required to be posted. These public hearings are held before a proposed budget is ultimately considered by the full county board. These hearings are open and provide the opportunity for the public to offer comment on the proposed budget. *See* Wis. Stats. §§ 59.60(7) and 65.90.

Board approved items are required to be purchased within the applicable budgetary year (i.e., if approved for 2026, paid for through the 2026 budget). They cannot be purchased outside of the approved budgetary cycle except in unique situations like an emergency, which may then require subsequent approval.

It is very common for department heads to request assistance from their staff when compiling a budget for the next year. The larger the department, the more work will be required – the larger the department, the more likely other staff than just the department head will be assisting in the annual budgetary process.

Upon reviewing Trempealeau County’s budget-related processes, there was no evidence found that any part was unusual or out of the norm of what is typically done across the state.

Upon performing this review, there appeared to be a high number of budget-related meetings overall. In 2024 for the 2025 budget year, there were at least **ten** meetings applicable (likely

reflecting the transition to an administrator). In 2025, for 2026, there were at least **six** budget related meetings, not to mention the corresponding debt related meetings afterwards or other unrelated meetings still applicable to the County budgeting process. For both years, multiple budget-related meetings were held months before the November County Board meeting and its public hearing.

Each of the sixteen meetings was publicly noticed and openly held.

For both years, a public hearing was held on the budgets and with the notice publicly posted on where to review the expanded budgets.

For both years, the budget was read by the Clerk. For both years, Flock was easily located within the budget; it was also easily located within the recordings of each County Board meeting where the budgets were considered.

B. Sheriff Semingson Did Not “Tuck” Flock into his Office’s Annual Budget.

Supervisor Parrish made several statements that Sheriff Semingson “tuck[ed], “buried,” or somehow purposefully hid Flock within his department’s budget. *See* Slides 4 and 5 specifically. Through these statements, Supervisor Parrish alleges that Sheriff Semingson acted inappropriately and hid this budgeted item. However, upon review of the available evidence, nothing was found to support any of these allegations against the former Sheriff.

Indicated above, multiple sources were reviewed, and multiple individuals were contacted. No evidence was found in the records or through other sources that there was any attempt to improperly include or “tuck” or “bury” Flock within the budget.

Several emails were shared by Supervisor Parrish in his presentation. The emails do exist, but they were not presented with any context – most specifically absent was any reference, analysis,

or reflection on county budgeting processes across the state or locally. Without that formative information considered, the risk of concluding incorrectly, as what occurred here, was extremely high. *But* with nearly every governmental action, there is at least some rule(s), procedure(s), and/or policy(s) that define an action and must also be reviewed.

As applicable to Trempealeau County, the email referenced was not a “budget memo” but reflective of the Sheriff’s Office’s budgeting process at the time. Ms. Gutsch provides fiscal services to the Sheriff’s Office, including in the annual preparation of their departmental budget. When looking at Ms. Gutsch’s job and respective duties, there is no irregularity in that she would have assisted in the preparation of the 2025 budget or that she was reminded several months later what line-item Flock was in. Each department has multiple account numbers; the practice of identifying which account an item is to be paid for from, especially a new item, is both common and necessary, including when preparing a budget or paying a bill. Expenses simply need to be paid from the right account. Further, this email appeared to be neither a budget memo nor out of the course of normal practice when working with a budget with other staff – it was just an email informing staff which account the new item would be paid from in the 2025 budget.

The allegation that the bill was hidden or “backdated” or that some other improper action occurred, *see* slide 5, is also false. Again, there was no reference to budget or financial procedures in the presentation other than that they were just stated to have been done wrong. However, reviewing procedure, rules, regulations, etc. is important when drawing a conclusion, especially as to whether an action was done correctly or incorrectly. Had that occurred, a different conclusion would have reasonably followed. Just like by a private citizen when he or she pays his or her bills, the County is not going to pay for a service that was not yet to be provided for months. Likewise, just like how people create budgets, counties like Trempealeau County create budgets – July’s

utility bill is not going to be paid in February. *And*, to further highlight the misunderstanding within the presentation, counties like Trempealeau County follow budgetary years - a bill that should have only come in January should not have been, and was not, paid for in the prior budgetary year, months before the budget year started and months before the service was even to be provided.

Upon looking at the evidence, including the presentation itself, it was clear that Sheriff Semingson informed his standing committee of this specific item for the 2025 budget. As further referenced below, Sheriff Semingson publicly discussed the funding of Flock in the 2025 budget in September 2024 with his oversight committee. This occurrence of this discussion was clearly within the noticed agenda and within the minutes. Some committee members even followed up with Sheriff Semingson after the budget passing as evidenced by his email to Administrator Glewen, also included in this presentation.

The location of the budgeted item is agreed to for 2025 - it was in the investigator line as indicated by Supervisor Parrish. Had the intent been to slip something into the budget, that specific item would not have been so easily found by Supervisor Parrish through his receipt of public records. Again, what was missing is how annual budgets are created. There was no “tucking” or “hiding” of any item, and all such allegations are false.

C. Flock Safety was an approved budgetary item for both the 2025 and 2026 budget years.

Upon review, the Sheriff did not spend taxpayer money without County Board approval.

Contrary statements are factually incorrect.

The Trempealeau County Board of Supervisors properly voted on and approved of the funding of the Flock Cameras for both 2025 and 2026. Statements that this did not occur are not supported

by the record; statements that the Board of Supervisors did not vote to approve funding this item are incorrect.

Reviewing further, more specifically, beginning in September 2024, the Law Enforcement Committee discussed the Flock Cameras for the 2025 budget. The agenda for the September 11, 2024, 8:00 a.m. meeting states, “(6)c. Possible Purchase Flock Cameras 2025 Budget.” The minutes from this meeting further indicate that Flock Cameras were discussed. They state:

Possible Purchase Flock Cameras 2025 Budget – Artificial intelligence license plate readers where no personal information is collected. System is used for cases of crime and missing persons. Cost for one camera is \$3000 annually with up to a \$1,250 installation fee depending on which pole is utilized to install it on. Sheriff would like to purchase three camera systems. There is also a possibility a grant funding source that may come available.

September 11, 2024, approved minutes. The September 11th minutes were approved on November 13, 2024, at 10:30 a.m.

The 2025-line item was consistent with Sheriff Semingson’s presentation at the September 2024 Law Enforcement Committee. Flock Safety was included in the Investigator Line (# .211) within the Sheriff’s Administration’s total budget as indicated above. Due to this item, the budgeted amount went from \$5,200 to \$17,900, reflecting the anticipated proposed costs for Flock.

At least nine other applicable public meetings were held on the 2025 budget. For example, the full County Board met on October 14, 2024, for the specific purpose of being presented the budget and then reviewing and discussing the proposed 2025 budget before its annual meeting that November. (Per the approved minutes, Sheriff Semingson was present had there been any questions about this item *See* October 14, 2024, Special Meeting Minutes, which were approved of on October 21, 2024.) Again, at the regular County Board meeting in October 2024, held on

October 21, 2024, Administrator Glewen presented on the proposed budget per the October 21, 2024, meeting minutes.

After a publicly noticed and held budget hearing, and the first reading of the budget, the County Board ultimately approved of the County's 2025 budget, which included the investigator line item where the Flock cameras went. The approval occurred on November 12, 2024.

In total, the County held at least ten meetings in 2024 on the budget with one unambiguously before the Sheriff's applicable and overseeing standing committee (Law Enforcement committee) specifically informing that committee that Flock Safety, through a specific agenda topic, would be specifically included in the proposed County's 2025 Budget.

Beyond the documentation, the recording of the November 2024 County Board meeting was also reviewed. The Sheriff's Administration budget line, in total, was publicly read by then Clerk Syverson at hour 1, minute 4 of this meeting. The budget was discussed and later approved with discussion on the budget before. This meeting is publicly available to review online through a simple Google search or by going to YouTube. The 2025 purchase of Flock Safety was properly voted on and approved by the full County Board.

The fact that Sheriff Semingson had publicly informed his oversight committee of the purchase and that the Law Enforcement Committee knew what they were voting on when approving the 2025 budget was confirmed through Supervisor Parrish's own presentation. On slide 5, referring to the first email on that slide, there is an email between Sheriff Semingson and

Administrator Glewen dated November 13, 2024, which was the date after the annual budget was passed. This email⁵ states,

Rebecca,

The LE Committee members told me the budget passed, pretty much as presented. I just wanted to hear it from you before I move ahead with my Flock Camera project.

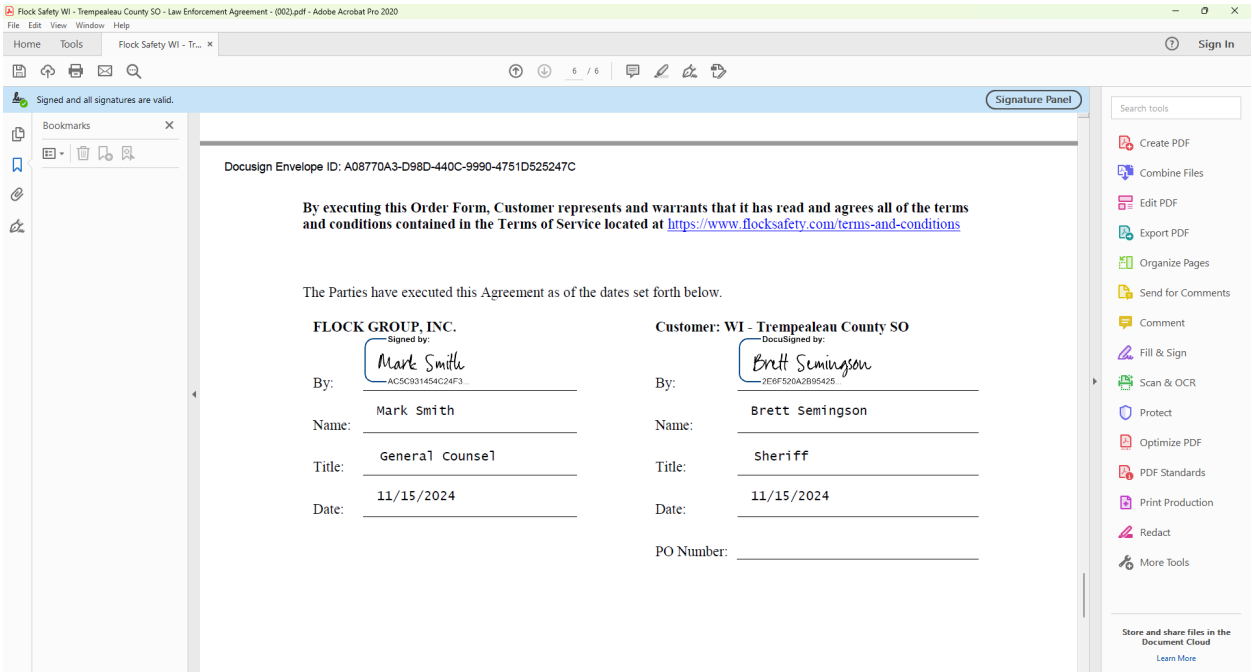
Thank you,

Brett Semingson

Per this email, Sheriff Semingson had contact with his standing committee, the Law Enforcement Committee, again, about the 2025 budget after it was approved of by the full board. Per that email, his committee members had informed him that the budget, including Flock Cameras, passed “pretty much as presented.” Further, through Sheriff Semingson’s request for confirmation from Administrator Glewen, he states, “...before I move ahead with my Flock Camera project,” he wanted her to confirm that the County Board had approved of funding that project. That statement clearly indicates that Sheriff Semingson wanted confirmation of the approval before agreeing to any service provision and that he was holding off until he knew Flock was an approved budgeted item for the next year by the County Board. This email was sent the day after the annual budget was passed. The contract was signed on November 15, 2024.

To further demonstrate the issue, below is the last page of the Flock agreement, specifically, the signature page.

⁵ This email was confirmed to exist independently of Supervisor Parrish’s presentation.



The Sheriff signed the Flock contract for the 2025 budget year after the County Board met and approved of the 2025 budget. Contrary statements in the presentation are incorrect.

The Trempealeau County Board of Supervisors also approved the 2026 budget, including the funding for Flock. In 2025, for the 2026 budget, the Flock purchase was included with the Capital Improvement Plan (CIP). Like with the 2025 budget, there were multiple meetings on both the budget and the proposed CIP⁶ for 2026. In total, there were at least six held (not including

⁶ There was a statement within the presentation that CIP could not be used for Flock. That statement was incorrect. Both Brian Reilly, with Ehlers, and Attorneys Keating and Lichter, with Quarles, were contacted about Flock's inclusion in the 2026 CIP.

Ehlers and Quarles assist the County annually in reviewing and maintaining legal compliance when the County considers its debt financing each year.

None of these three indicated that the Flock inclusion in the CIP plan for 2026 was unusual or stood out as being a significant issue. Specially, it was stated that, the inclusion of Flock in the CIP “wouldn’t have stood out to us because they are an item that is frequently financed by Wisconsin municipalities.”

Likewise, there was not an issue changing the types of funding between the 2025 and 2026 upon review with these professionals.

All of this points back to the lack of familiarity with the annual and related budget process.

irrelevant budget or CIP discussions by other committees and departments or later meetings). Those include, but are not limited to, with minutes and specific noticed agenda items provided.

-October 6, 2025: Executive-Finance Committee

From the Agenda:

-#8 – Administrator’s 2026 Budget Presentation

-#13 Resolution Authorizing Issuance of “Not to Exceed \$4,400,000 General Obligation Promissory Notes” - Rebecca Glewen

From the Minutes:

-Regarding #8, Administrator’s 2026 Budget Presentation-Rebecca Glewen-Handouts were given to committee members with a power point presentation for department heads/viewers in attendance for the proposed 2026 budget. Discussed the budget process with finalization in November with a public hearing. Discussion was held.”

-Regarding #13, Resolution Authorizing Issuance of “Not to Exceed \$4,400,00 General Obligation Promissory Notes”-Brian Reilly (Ehlers)-Resolution in committee packet. This is introducing the CIP plan received earlier. First step in the process is for the committee to review & advance this to full board in tandem with the budget to authorize the funds by resolution. No fiscal impact until 2027. Discussion was held about bond rating, additional debt & preliminary requirements needed by statutes. Motion made by Supervisor Turner; seconded by Supervisor Baecker. Roll call vote taken; Turner-yes; Baecker-yes; Aasen-yes; Larson-yes; Supervisor Sacia departed at 9:57 AM. Motion carried 4/1.

Approved Minutes from October 6, 2025, meeting, formally approved November 3, 2025.

-October 15, 2025: County Board Workshop Meeting where, again, the full County Board met specifically and only to review the proposed 2026 budget

-October 20, 2025: County Board Monthly Meeting

-November 12, 2025: The public hearing on the budget was held, the reading of the budget occurred by the clerk, and then the budget was ultimately approved of the board. Both the budget overall as well as Flock Safety were read by Clerk Martin:

- At 11:04, Clerk Martin began to read the full budget.
- That reading ended at 12:35 p.m. The review of video shows this line item for Flock (and specifically the word “Flock“ was read by Clerk Martin) was read at 2 hours and 22 minutes in.
- At 1:45 p.m., the Board adopted the 2026 budget.

Statements that the County Board did not approve of the 2026 funding for Flock Safety are factually incorrect.

D. The Flock Contract Was Not Signed before County Board approval and appropriation.

Multiple times the presentation states that then Sheriff Semingson signed the Flock contract without and/or before County Board approval of funding Flock. Those statements are incorrect. As indicated by the copied signature page, the Flock contract was signed on November 15, 2024, which is two days after the County Board approved of funding it on November 13, 2024.

E. The Authority of the Sheriff

Within the presentation by Supervisor Parrish, there appears to be a misunderstanding of the office of a county sheriff in Wisconsin.

Unfortunately, within the presentation, incomplete legal references were used, and no citations to cases were provided. Legal citations, or even titles to cases, are necessary to locate referenced law. Likewise, there were references to old or inapplicable law (*i.e.*, the reference to Wis. Stat. § 59.07) and applicable law was omitted at times (*i.e.*, the omission of Wis. Stat. § 59.28

on sheriffs serving as a peace officer), with the precise reasons for each omission unknown.⁷ These legal review errors within the presentation may have contributed to the lack of a full and proper consideration of the applicable legal issues.

However, a review of what authority a sheriff has, especially in light of other law enforcement officers, as well as the sheriff's applicable duties is necessary to understand the specific contractual, budgetary, and subsequent issues raised by Supervise Parrish. A review of that authority is necessary to understand what a sheriff, as well as a county board, can and cannot do when interacting with each other.

A county sheriff is a constitutional officer. *See* Wis. Cons. Art. 6, § 4. The constitution does not well define a sheriff's powers and duties. A sheriff's duties and powers are better articulated within Wisconsin Statutes. For more on the statutory duties and powers of a sheriff, *see* Wis. Stats. §§ 59.26-59.33.

The type of duty being exercised by a sheriff is significant. It is the nature of the job assigned rather than the general power of the job assignment which must be analyzed in light of the sheriff's constitutional powers. *WPPPA v. Dane County*, 106 Wis.2d 303, 312, 316 N.W.2d 656, 114 L.R.R.M 2153 (1982). A sheriff has substantial authority over his or her official duties while he or she has more county-related constraints related to his or her administrative duties. If the duty is one of those immemorial principal and important duties that characterized and distinguished the office of sheriff at common law (i.e., an official duty), the sheriff chooses the ways and means of performing it. *Washington County v. Washington County Sheriff's Association*, 192 Wis.2d 728,

⁷ There was a partial reference to an attorney general opinion with only the year provided. Regardless of the contents of the intended-to-be-referenced opinion, Attorney General Opinions may be helpful and even persuasive, but they are not binding authority (i.e., an opinion is not binding here). *See Kocken*, 301 Wis.2d 266, ¶ 51 n. 34, 732 N.W.2d 828 (“Attorney General Opinions, whether published or unpublished, are not binding authority... [We] may, however, choose to treat them as persuasive authority and gain guidance from their analyses.”) (internal citations omitted).

736, 531 N.W.2d 468. “Law enforcement and preserving the peace are duties that gave character and distinction to the office of sheriff at common law” and actions falling under are constitutionally protected. *Id.* at 740-741. The Wisconsin Supreme Court went on to hold:

Within the field of his responsibility for the maintenance of law and order the sheriff today retains his ancient character and is accountable only to the sovereign, the voters of his county, though he may be removed by the governor for cause. No other county official supervises his work or can require a report or an accounting from him concerning his performance of his duty. He chooses his own ways and means of performing it. He divides his time according to his own judgment of what is necessary and desirable but is always subject to call and is eternally charged with maintaining the peace of the county and the apprehension of those who break it. In the performance of this duty he is detective and patrolman, as well as executive and administrator, and he is emphatically one of those who may serve though they only stand and wait. We recite these qualities and characteristics of the office not because they are novel but because they are so old that they are easily forgotten or unappreciated.

WPPA v. Dane County, at 314 (internal citation omitted). The Court later went on to hold that, unlike other law enforcement officers, due to the unique nature of the sheriff’s position, that a county could not limit the exercise of a sheriff’s duties by contract. *Id.* at 319. Yet, sheriff powers that are mundane and administrative are “not afforded constitutional status.” *Kocken v. Wisconsin Counsel 40, AFSCME, AFL-CIO*, 2007 WI 72, ¶42, 301 Wis.2d 266, 732 N.W.2d 828.

County boards may not, through their administrative and budgetary fiscal controls, “render the performance of the duties which devolve upon a constitutional officer because of the officer’s constitutional status.” *WPPA / Leer v. Dane County*, 149 Wis.2d 699, 710-711. 439 N.W.2d 625 (1989). By “tying the county’s purse strings,” the effect would be to “force the sheriff to bow to the county’s dictate as to how the sheriff would perform a duty reserved to the office by the Wisconsin constitution.” *Id.*

During the investigative review period, Supervisor Parrish asked the question whether the Flock cameras could be just removed by the County Board Chair. The answer to that question is not a simple “yes” or “no,” as it relates to the official duty where the underlying matter has already been funded by the County Board for the year. For both 2025 and 2026, Flock was an approved budgetary item for the Trempealeau County Sheriff’s Office. As budgetary considerations are not applicable as it was approved, the decision to keep or remove Flock for the remainder of 2026 is now largely out of the County Board’s hands. There is a significant argument that the use of Flock is consistent with a sheriff’s long-recognized authority to prevent crime and to maintain law and order. As stated above, Wisconsin courts have long held that a county board cannot dictate the manner in which a sheriff exercises an official act. The selection of the method of how to fight or prevent crime would fall within the scope of sheriff’s duties, which are not subject to a county board’s authority; and this is all the more clear given the budget approval applicable. Therefore, the decision to remove Flock cameras in 2026, if so desired by the County Board and/or other officials, should be in collaboration with and ultimately done by the Sheriff. Acting otherwise may place the County Board (or Chair) in the precarious position of acting without the necessary authority.

F. No IGA is required for mutual assistance provided between law enforcement agencies.

The presentation by Supervisor Parrish states that “Trempealeau County shares Flock camera data with 173⁸ other police agencies. The law requires a signed agreement for each one. There are none.”

This statement is incorrect in multiple ways.

⁸ It is unclear how and when this number was gathered as that number likely fluctuates. Going through the Trempealeau County Sheriff’s Office’s Flock transparency portal, it appeared that the number was closer to 223. Portal located at <https://transparency.flocksafety.com/trempealeau-county-wi-so> and number gathered on 6/5/2026.

First, Supervisor Parrish only references Wis. Stat. § 66.0301. That is not applicable law. Wis. Stat. ch. 66, subchapter III is about intergovernmental cooperation, with multiple provisions on intergovernmental agreement within this subchapter. Wis. Stat. § 66.0301 is about the general use of an intergovernmental agreement (IGA) between municipalities. However, Wis. Stat. § 66.0313 is applicable to law enforcement agencies and allows for mutual assistance to be provided without any formalized agreement. Per this statute, "...upon the request of any law enforcement agency, including county law enforcement agencies as provided in s. 59.28 (2), the law enforcement personnel of any other law enforcement agency may assist the requesting agency within the latter's jurisdiction, notwithstanding any other jurisdictional provision." Wis. Stat. § 66.0313(2).⁹ This statute provides an alternative method for intergovernmental cooperation for law enforcement agencies. It is not required to have an IGA if relying on Wis. Stat. § 66.0313..

Given that law enforcement agencies typically request assistance in emergent and/or time-sensitive investigative circumstances, it is impossible to see how a formal legal document would be created, mutually reviewed, and then approved in a way approaching a timely and responsive manner, sensitive to the criminal investigation or incident, and applicable to the underlying emergent request. In other words, it is neither realistic nor legally required for law enforcement agencies to obtain IGAs each and every time the need for aid between agencies arises.

Second, there is a request process that law enforcement agencies may use to access Flock cameras. That process is specific to law enforcement agencies, where the requesting agency must specifically request access from the agency that has the specific Flock camera. Flock does not

⁹ Contrasted to a only "request" required under Wis. Stat. § 66.0313, Wis. Stat. § 66.0301 allows for municipalities to contract when they wish to ("...any municipality may contract with other municipalities and with federally recognized Indian tribes and bands in this state, for the receipt or furnishing of services or the joint exercise of any power or duty required or authorized by law"). Wis. Stat. § 66.0301(2).

have this ability to accept or deny; it is the home law enforcement agency that does. Also important, ownership, title, and interest in retained data is by the home law enforcement agency. The requests are made between the law enforcement agencies. Records of said requests and approvals would be maintained by the Trempealeau County Sheriff's Office.¹⁰

G. Other Relevant Issues

1. The WisDOT Documents

Within Supervisor Parrish's presentation, on slide nine, he states, "The Sheriff signed as the agent for a private Atlanta corporation." In later Facebook posts, Supervisor Parrish stated:

5.17.26:

"What a sh*t show in Galesville. Thatcher's Flock System apparently doesn't even have a valid permit..."

(Statement included with picture of the application)

5/15/2026

"What the Hell? Did someone forge Sheriff Semingson's signature on a public document?? The Sheriff's signature is misspelled on the utility permit for Flock Safety. Trempealeau County, I have no idea how bad this is. I don't think this permit is even valid."

(Statement included with picture of the application)

Given the nature of these statements and the request to investigate other alleged impropriety, all of these were reviewed as part of this process.

¹⁰ Then Mr. (now Supervisor) Parrish was informed that he would need to contact the TCSO for these types of records if he wanted them. As it was not reflected in the presentation, it does not appear that contact was made to the TCSO, albeit that was not separately confirmed – had it been done, the information in the presentation would be incomplete for this reason.

Turning to the first issue, the document referenced by Supervisor Parrish is an application¹¹ and not the permit. Any statement that the shown document, an application, is an issued permit is false. The fact that this is a permit may be clearly seen by the fact there is no WisDOT information at the bottom portion of the document. It is not clear why that portion of the document was not shared by Supervisor Parrish within his presentation or otherwise, or why this was not otherwise disclosed within the presentation; but again, the document is an application and not a permit.

Next Sheriff Semingson did sign the application form – there was no evidence of any illegality as to the signature found. Sheriff Semingson signed the application on February 5, 2025, and returned the application to Danielle Maybery on February 6, 2025, at 9:37 a.m. via email.

Through WisDOT, Flock was likely to have submitted that permit to the State. This application was what was sought after by the Sheriff's Office - that was confirmed through County record as well as through reviewing this review process.

Through the process of reviewing the application to the issued permit, several other questions (regarding spelling and dating) came up regarding the issued permit. Ultimately, those questions about the issued permit were answered by Sheriff Semingson. During that conversation, when asked about the WisDOT permit, he stated that while he could not remember every specific act and event related to the application and the issued permit, which occurred roughly sixteen months prior, he expressly stated that the Sheriff's Office received the permit he wanted and that he had requested.

Sheriff Semingson did not issue his own permit. WisDOT approved of the permit on February 20, 2025, by a "Kathy Jennings" with that State Department. Both WisDOT and Flock

¹¹ For those interested, see Slide 9's summary review for a snapshot of the slide used in the presentation. This slide may be found in that section of this document.

were contacted as part of this review process. Both provided consistent information related to the permit as part of this investigation. The actual permit was obtained through this review process from Ms. Jennings with WisDOT. Any statement that Sheriff Semingson approved of his own permit is false. A copy of that approved WisDOT permit is below.

* includes permanent restoration. If the permitted work has not started by the "Work Finish Date," this permit is null and void. If the permitted work has started but has not been completed by the "Work Finish Date," the work shall not be completed unless authorized through an approved written time extension or a subsequent permit. **ANY PERMIT ISSUED IS REVOCABLE.**

18. Utility Person Responsible for Construction	Telephone Number	It is understood and agreed that WisDOT approval is subject to the applicant's full compliance with all pertinent statutes, as well as any regulations and rules of other jurisdictional agencies (which may be more restrictive), any supplemental permit provisions, and WisDOT's Utility Accommodation Policy , current edition.
Dani Mayberry	(470) 536-8103	
19. Utility or Project 24/7 Emergency Contact	Telephone Number	
Dani Mayberry	(470) 536-8103	
20. Provide company name and address of utility authorized representative if not employed by the applicant.	Flock Safety 1170 Howell Mill RD NW Suite 210 Atlanta GA 30318	Brett Semingson (Utility Authorized Representative Signature – If electronic, use brush script font or e-signature software) 02/05/2025 (Date) Sheriff (715) 538-4509 brett.semingson@co.trempealeau.wi.us (Title) (Telephone Number) (Email Address)
21. Provide additional work details, if needed (use back page or include separate pages)	Installation of 3 ALPR cameras	<i>This permit does not transfer any land, or give, grant or convey any land right, right in land, or easement in WisDOT right-of-way. It is not assignable or transferrable. If the utility facility changes ownership, this permit terminates. The new owner must then obtain a permit to occupy, operate and maintain the facility in WisDOT right-of-way.</i>

Completed by Wisconsin Department of Transportation – REVIEW AFTER PERMIT ISSUANCE

<input checked="" type="checkbox"/> UTILITY SHALL NOTIFY WISDOT REPRESENTATIVE LISTED BELOW 3 DAYS BEFORE STARTING ANY WORK: Region contact, office address, telephone number and email address Meagan Kersten, Utility Permit Coordinator Wisconsin DOT Northwest Region - Eau Claire 718 West Clairemont Ave Eau Claire, WI 54701 nwutilitypermits@dot.wi.gov (715) 395-3031	<input checked="" type="checkbox"/> Review All Supplemental Permit Provisions <input type="checkbox"/> Revisions Made to Drawings or Other Pages <input checked="" type="checkbox"/> Lane Closure System notification required <input type="checkbox"/> Insurance or performance bond required <input type="checkbox"/> Joint installation: See permit(s) # <input type="checkbox"/> Private utility (Non-public ownership and/or use) <input type="checkbox"/> Expedited Service Connection Permit <input type="checkbox"/> This permit voids & supersedes # _____ issued.	Application Received 02/06/2025 Application Completed 02/19/2025 Permit Issued 02/20/2025 Permit Extended Permit Amended Permit Number (Enter date amended) 001735
--	---	--

4822 Madison Yards Way, 5th Floor South, Madison, WI 53705 kathy.jennings@dot.wi.gov (608) 261-8976 (Bureau of Highway Maintenance Contact Information)

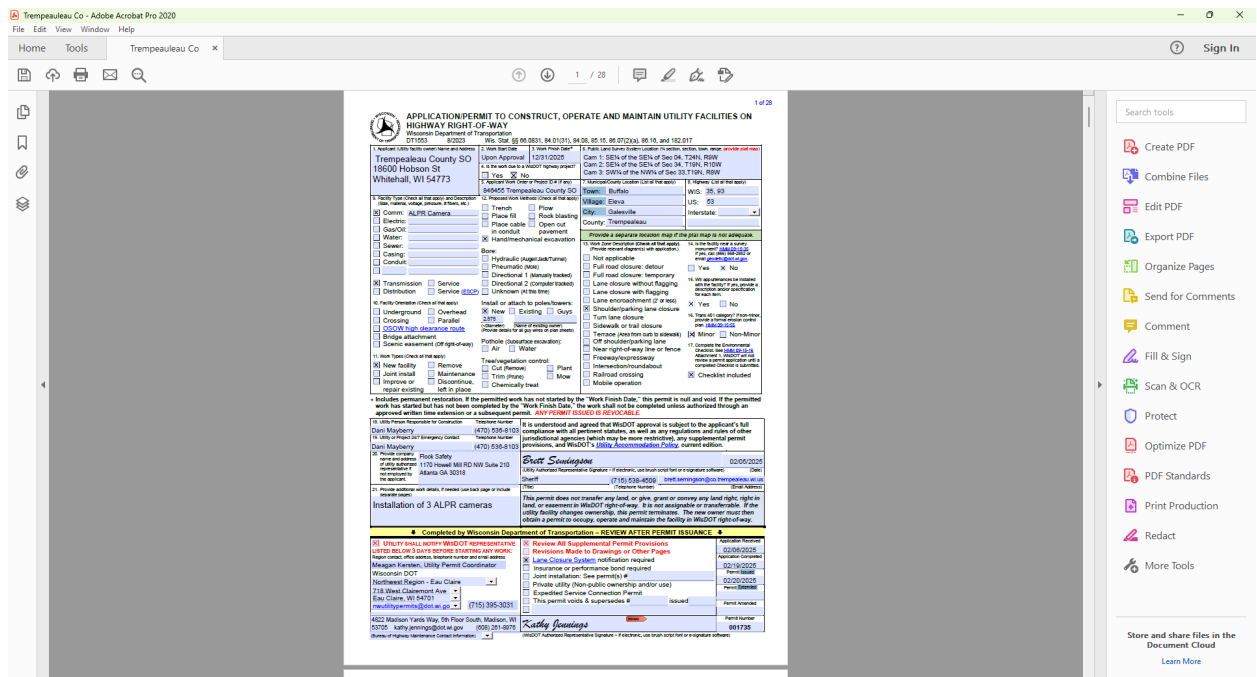
Kathy Jennings
(WisDOT Authorized Representative Signature – If electronic, use brush script font or e-signature software)

Sheriff Semingson did not sign as an agent for a private Atlanta corporation but as Trempealeau County’s Sheriff. Contrary statements are likewise false. Within the presentation, only a snapshot of the application was provided, with the reasoning for that omission unclear. However, the application in its totality should have been shared as that would have better demonstrated this aspect. Multiple completed boxes were not clearly provided either in the presentation or online. Those boxes include:

- 1) The name of the applicant in Box 1 was the “Trempealeau County SO” with the local address provided;

- 2) In Box 5, the provision of the applicant’s work order and project ID # being “846455 Trempealeau County SO;”
- 3) The separate reference to Flock in Boxes 18-20, identifying a Flock employee and contact information as well as specifically stating in Box 20, “Provide company name and address of utility authorized representative ***if not employed by the applicant***” and then including Flock Safety’s address in Georgia; and
- 4) The application was signed by Sheriff Semingson, specifically providing his role as the Trempealeau County Sheriff and his local contact information.

*A copy of page one of this issued permit immediately follows this section.¹²



¹² It should also be noted that the permit itself, when issued, does not transfer any authority away from the applicant. It states, “This permit does not transfer any land, or give, grant, or convey any land right, right in land, or easement in ROW. It is not assignable or transferrable. It terminates when the associated facility changes ownership new owner must then obtain a permit to occupy, operate and maintain the utility facility on STH ROW.” Had there been an issue with the use of Galesville’s pole, it could be argued, through this language, that WisDOT would never have issued the permit itself.

2. Department Head Authority and Purchasing

Per the still-used Trempealeau County policy, Trempealeau County Department heads, including elected officials serving as department heads, may purchase directly goods or services within approved budgetary limits. See “The Trempealeau County Property Purchase and Disposal Policy,”¹³ This policy states,

Trempealeau County uses a decentralized purchasing system. This type of system uses each department head to purchase their own goods and services within County guidelines. Purchasing thresholds are established by the approved County Budget as administered by the Elected Officials and Department Directors and as overseen by the respective governing committee.

Id. at 2.

While this policy is being updated, it is still in effect until formally replaced. This policy is important as it further demonstrates that Sheriff Semingson had the authority to purchase Flock cameras per this County policy.

3. No Notice of Claim or Legal Complaint Was Ever Served on the County.

Supervisor Parrish states within his presentation that Flock continued despite the provision of his complaint. Upon review, it is unclear what Supervisor Parrish considers to be a “formal complaint.” Through this process and based upon his earlier statements, both a notice of claim and legal complaint were attempted to be located; neither has been found to date.

First, to lawfully serve a county, the appropriate statutory process must be followed. To date, there is no evidence of that ever occurring here. The County Clerk and County Board Chair were

¹³ During 2024, the County had begun its transition to an administrator with less than a year under its belt. Those processes were still being reviewed, updated, etc. at that time. Because of its complexity, this particular policy is being updated now yet. Because of its age and the change to a new governmental structure, there will need to be an update to the contract process. Both in 2024 and to some degree now, there has been some confusion broadly across the County regarding contractual matters generally as well as specifically to the administrator.

previously contacted to see if they had received any notice of claim or formal complaint from then Mr. Parrish. None had. Even though the Clerk of Court would not have been the proper official to receive such, the Clerk of Court was also contacted (twice) and had not received one.

By looking further, Mr. (now Supervisor) Parrish sent an email to the District Attorney on February 13, 2026, with the title “Formal Complaint: Unauthorized Intergovernmental Cooperation and Executive Overreaching.” This was later forwarded to Corporation Counsel by Supervisor Parrish asking for a “formal legal determination” on the underlying matter; no separate reference to a complaint or request to accept his email as a complaint was ever made. While it is unclear whether this is what Supervisor Parrish is referring to, neither the DA nor Corporation Counsel would have been the correct individual applicable for serving a notice of claim or a complaint, and his email does not constitute a proper notice.

Also of note, no legal authority has been provided to date that the receipt of a complaint, or even a notice of claim, even if lawfully provided, would require a county to end whatever service is being complained of. The position that a single complaint, in and of itself, would pause or terminate services impacting the entire county does not reflect standard processes or requirements, and its implementation could cause significant consequences if exercised.

4. Home Rule

The presentation references Wis. Stat. § 59.51(2). The actual language of this provision was not provided and is, “(2) General authority. The board may represent the county, have the management of the business and concerns of the county in all cases where no other provision is made, apportion and levy taxes and appropriate money to carry into effect any of the board’s powers and duties.” *Id.*

All Wisconsin counties are subject to home rule. Wis. Stat. § 59.03. Through the above reference as well as immediately prior, counties have the authority to decide how they want to manage and administer their own affairs and business. This includes the creation of various policies, like the above-referenced purchasing policy, or the adoption of a specific type of county government.

IV. Slides and Summary of Review

Because there were so many statements made throughout the presentation by Supervisor Parrish, it became necessary to address those as well as the central issues raised. Note, this is a summary review; the omission of one statement being addressed should not be construed to have any particular meaning.

Slide by slide review:

1. **Slide One:** Statement “Six broken laws. One county. One city. License plate cameras nobody voted for.”

Review: Incorrect. No broken laws and the County did approve of the purchase.

2. **Slide Two:** Flock Safety cameras were bought, set up, and turned on in Trempealeau County and the City of Galesville without the votes and approvals that Wisconsin law requires.

- a. **The Sheriff signed a contract he had no power to sign**
- b. **The County Board never voted to approve it**
- c. **173 outside police agencies got data with zero written agreements**

- d. **Galesville's Common Council never voted on the cameras**
- e. **The Mayor approved cameras alone, without the Council**
- f. **Cameras keep running after a formal legal complaint was filed**

Review: Incorrect as to Trempealeau County. No review/comment re Galesville. No formal complaint has been received to date, and the receipt of a complaint would not trigger removal.

3. **Slide Three:** (Bolded language from Slide Three)

1) In Wisconsin, only the County Board can sign contracts that spend taxpayer money. The Sheriff cannot do it on his own.

Review of Statement 1: Both correct and incorrect. County boards appropriate money through the annual budget processes. Departments, including local sheriff's offices, may expend the appropriated funds as consistent with the budgeted amounts and policies.

The execution of contracts is more complicated. *See* the recommendations for co-signatures with the administrator (not the county board or county chair).

2) WHAT THE LAW SAYS

Wisconsin Attorney General Opinion (1989) · Wis. Statutes 59.07 and 59.27

"A county officer cannot sign contracts unless the law clearly gives them that power, or unless it's obviously part of the job they were hired to do."

Review of Statement 2:

- A. Attorney General Opinion: Multiple opinions exist for 1989 and for all years applicable. No legal citation was given with this opinion; it was not properly cited so it could not be located without that citation. This specific reference could not be independently confirmed or denied.
- B. Wis. Stat. § 59.07 does exist, but it is not regarding applicable law. This is believed to be an old reference to prior law.
- C. Wis. Stat. § 59.27 does exist and is on applicable law regarding some, but not all, of the statutory duties pertaining to sheriffs. There was no reference in the presentation to Wis. Stat. § 59.28 or to the Wisconsin Constitution.

(Slide Three, continued to Statement 3)

3) WHAT HAPPENED

- **On November 15, 2024, Sheriff Brett Semingson signed a 24-month, \$20,650 contract with Flock Safety by himself.**
- **State law lists exactly what a sheriff is allowed to do. Buying surveillance equipment is not on that list.**
- **State law gives the power to spend county money to the County Board — the elected supervisors — not to the Sheriff.**
- **A 2009 Wisconsin court ruling (Brown County) confirmed it: sheriffs handle traditional law enforcement duties only. Purchasing equipment is a budget matter, and budget decisions belong to the Board.**

Review of Statement 3:

- The Sheriff did execute the contract in November 2024, but it began in 2025 and was for the 2025 budget year. He also executed the contract days *after* Flock was approved by the full County Board at its annual meeting.
- The second bullet is an oversimplification. The Wisconsin Constitution does not clearly delineate a sheriff's official duties. Wisconsin statutes, which may be what is being considered by the slide, provide more; but this statement ignores the large body of caselaw where courts have struggled with what is a sheriff's constitutional as opposed to administrative duty and with related issues. Especially where the funding is already appropriated, a sheriff may purchase surveillance equipment through the official duty of crime prevention / detection.
- The purchase was appropriated. This statement is not applicable to this factual situation.
- No citation (or even full case name) was provided, so meaningful review of the actual case could not occur. As indicated herein, the review of traditional and administrative duties is a complicated and fundamental process. County boards cannot dictate how sheriffs exercise official duties. So, if the money was appropriated, the sheriff can choose how to expend the appropriated funds.

4) Slide Four.

- **Statement 1: The contract spent \$20,650 of public money. The elected County Board was never asked to vote yes or no.**

Review: Correct and incorrect.

- The overall contract was for the amount of \$20,650. This contract is for two years. For 2026, as of the last specific review (*i.e.*, the question asked through this process) the invoice was understood to have not yet been sent.
 - A contract does not spend money; it is a written memorialization of the promises exchanged between the parties of the terms that correspond to the exchange of services, funds, goods, etc. with money.
 - The County Board voted to approve this funding twice (*i.e.*, each applicable year).
- **Statement 2: WHAT THE LAW SAYS · Wis. Statute 59.51(2)**

The County Board is in charge of running the county's business. The Board has the power to tax, to set aside money, and to spend money to carry out its work. That power belongs to the Board — to no one else.

Review: This appears to be Supervisor Parrish's interpretation of the referenced statute.

The referenced statute does not use the same language. This statutory subsection “**(2)** General authority. The board may represent the county, have the management of the business and concerns of the county in all cases where no other provision is made, apportion and levy taxes and appropriate money to carry into effect any of the board's powers and duties.” Wis. Stat. § 59.51(2). There was no reference to other applicable provisions within Wis. Stat. ch. 59 such as Wis. Stats. §§ 59.03 (re home rule) and 59.18 (administrator style of government). Other law was applicable and should have been considered.

- **Statement 3: WHAT HAPPENED**

- **The County Board has never voted on the Flock contract — not before it was signed, not after, not ever.**
- **In August 2024, the Sheriff sent a budget memo asking for \$12,750 for cameras — tucked quietly into the investigator budget line, not flagged as its own decision.**
- **On September 11, 2024, the Sheriff talked about cameras at a committee meeting. But a committee chat is not a Board vote. Only the full Board can approve spending.**
- **State law is clear: county powers "can only be exercised by the county board." That means a real vote on a real motion — not a memo, not a hallway conversation.**

Review of Statement 3, Slide 4:

Incorrect. The County board voted on funding Flock twice (for both of the 2025 and the 2026 budgeted years).

Incorrect. The email was not a budget memo. The email identifies where Flock was to be in the annual budget only – during the preparation of the department’s budget by staff who directly create and work on the departmental budget. No statements, records, other evidence, etc. indicated that any “tucking” or deliberate hiding of Flock was done.

Correct. The Sheriff did discuss the inclusion of Flock Cameras into the 2025 budget with his standing committee in September 2024. Also correct that the full Board’s vote on the actual annual budget was necessary. As applicable to the 2025 budget, that occurred on November 12, 2024.

Correct? The first line and reference are not clear. It was likely clearer at the time of the presentation. For the purposes of the budget, the annual budgets do need to be formally approved each year by county board vote.

5) Slide Five.

THE BUDGET MANIPULATION — IN THEIR OWN WORDS

Buried in the budget. Back-dated. Then quietly moved.

(Three screen shots of emails).

The Sheriff called it "my Flock Camera project." It was paid from "Investigator."

A year later, staff moved \$20,250 to clean up the trail.

Review: Incorrect and correct. For 2025, the applicable line item for the applicable portion of the contract was in the investigator line. However, as discussed, there was no review or discussion of the annual budget process applicable within the presentation. An item approved for in the 2025 budget cannot be paid out of the 2024 budget. That is just what these emails showed. These emails reflect Sheriff Semingson trying to maintain proper budgetary practice – not the opposite.

6) Slide Six.

The Invoice Back-dating

The Sheriff asked the vendor to change the invoice date.

Why this matters:

1. TWO INVOICES, SAME EQUIPMENT.

INV-52673 was dated December 4, 2024, for \$11,650. The Sheriff asked Flock to void it and reissue INV-56838 dated January 2025 — same amount, new fiscal year. Flock complied within hours.

2. THIS IS A FISCAL YEAR SHIFT.

A December invoice should be paid from the 2024 budget. By moving the invoice date to January, the expense moved into the 2025 budget — the one with the buried "Investigator" line.

3. PAID TO A VENDOR WHO DIDN'T EXIST IN THE BOOKS.

Even after a signed contract and a paid invoice, the Clerk's office had no Flock Safety vendor record. She had to request a W-9 "as they are a new vendor."

4. Changing invoice dates to shift expenses across fiscal years — and paying a vendor who isn't in the system — is not "good government." It is the definition of off-the-books.

Review: Incorrect. Flock was appropriated for in the 2025 budget, and the contract did not start until 2025. Flock mistakenly billed the County earlier than it should have, which was in 2024. Not surprisingly, the Sheriff rejected the earlier invoice

as the contract had not started, the parties agreed to not bill until 2025, and the funding was approved within the 2025, not 2024 budget. See timeline above.

The December invoice was prematurely billed; it was not and should have never been paid out of the 2024 budget. That would not have been proper. Flock was in the 2025 budget, did not start until 2025, and could not have been paid for until 2025. Multiple emails demonstrate Sheriff Semingson trying to address the incorrect billing by Flock, including even his threat to postpone or halt the project if they could not take care of the billing issue. As stated above, the “investigator” was not buried as is additionally evidenced by Supervisor Parrish’s location of it.

The referenced staff member is in the Sheriff’s Office, not with the Clerk, and assisted with the actual 2025 budget creation for that department through her regular job duties. That email reflects and is consistent with County policy – new vendors need to be entered into the County billing system. The issuance of a new W-9 for a new vendor would be required. As in other places, the inclusion of this demonstrates a lack of familiarity with applicable process and not impropriety.

The County, like a private person, would not want to pay for a service well ahead of the provision of that service. There was no shifting. The contract did not start until 2025; Flock should never have billed the County until 2025. There is nothing “off the books,” “tucked,” or hidden about this. There is just no expenditure without the receipt of the service and being in the correct budgetary year.

7) Slide Seven. “You can’t approve a contract after it’s already signed” and ending with “*You can move the money. You cannot move the date. The contract was signed Nov 15, 2024 — without a Board vote, without a CIP listing, without public notice.*”

Review: Incorrect. The Flock contract was executed in 2024 after the County Board approved of the 2025 annual budget. It was also expressly approved of in 2025 for the 2026 annual budget.

The line item did change from the investigator line in 2025 to CIP in 2026. The movement was to look for additional funding for the item (*i.e.*, free up levy to use for other things). There was no admission, of any sort, with that change in funding source.

Correct. “You can move the money” – the County was allowed to move the item from levy to CIP between the two years. Upon direct and specific review with Ehlers and Quarles, both confirmed that the move to CIP was not unusual or illegal.

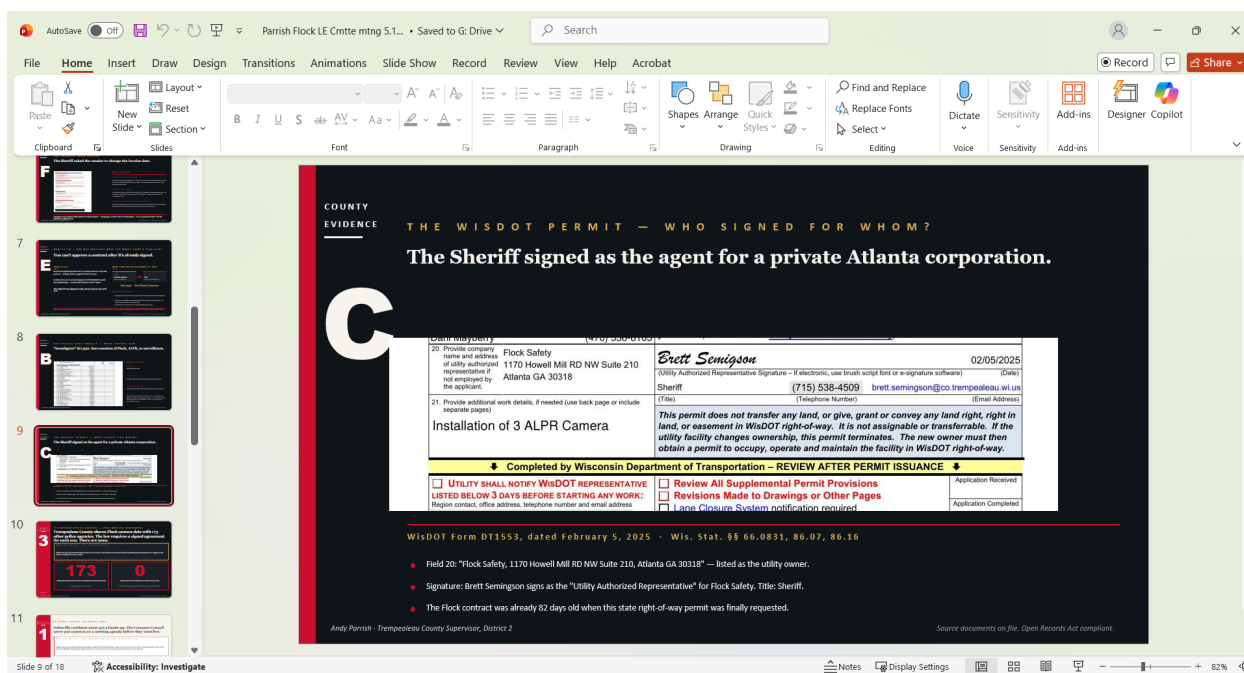
8) Slide Eight. "Investigator" \$17,950. Zero mention of Flock, ALPR, or surveillance" and ending in "surveillance contract."

Review: This slide correctly raises this issue as an issue, albeit for a different reason. Upon review, the Sheriff's Office included it in its departmental 2026 budget under the investigator line as well as including it in the 2026 CIP. In other words, the payment for Flock in 2026 was approved twice, not zero. It is not known why it was not subtracted from the investigator line when it was in the 2026 CIP. The Sheriff's Office will need to formally clarify this aspect. While this essentially shows that Flock was twice approved for in the 2026 budget, there should have been only one line item.

The italicized statement is incorrect. Below is a screen shot of Flock within the 2026 budget, found specifically on page 24 of 28 of the 2026 budget, at <https://cms9files.revize.com/trempealeaucounty/Department/County%20Clerk/County%20Budget/20226%20Adopted%20Budget%20Book.pdf?t=202604281021240&t=202604281021240> (and also through the County Clerk's webpage for the 2026 approved budget). This was found using a word search of "flock" within the 2026 approved budget.

	1,475,524.08	0.00	1,475,524.08	
TOTAL DEBT SERVICE	5,629,049.08	0.00	5,629,049.08	
CAPITAL PROJECTS				
402.52180 CAPITAL OUTLAY				
402-58-09-52180-571400 Server Replacement	13,000.00			402.52160.810
402-58-09-52180-571400 PC/s Laptops and Tablets	35,000.00			402.52160.810
402-58-11-52180-571200 Interior Signage	6,000.00			402.52160.810
402-58-11-52180-571600 Seal Coat Parking Lot	8,000.00			402.52160.810
402-58-11-52180-571200 Jail Plumbing Decommish	10,000.00			402.52160.810
402-58-11-52180-571000 Conference Room Furnitur	50,000.00			402.52160.810
402-58-11-52180-571000 Gov Center Office Furnitur	250,000.00			402.52160.810
402-58-11-52180-571500 Roll Up Garage Door Instal	5,000.00			402.52160.810
402-58-11-52180-571500 Loading Dock Stairs	13,000.00			402.52160.810
402-58-11-52180-571400 Autonomous Floor Scrubbe	82,000.00			402.52160.810
402-58-18-52180-571200 Rec Facilities/ Economic D	500,000.00			402.52160.810
402-58-18-52180-571000 Pietrek Park Facility Update	25,000.00			402.52160.810
402-58-18-52180-571600 Pietrek Park Road Repairs	75,000.00			402.52160.810
402-58-18-52180-571500 Pietrek Park Play Area	20,000.00			402.52160.810
402-58-12-52180-571100 Sheriff Vehicles	150,000.00			402.52160.810
402-58-12-52180-571400 Sheriff Mobile Radios	42,500.00			402.52160.810
402-58-12-52180-571400 Sheriff Flock Cameras	20,250.00			402.52160.810
402-58-26-52180-571600 Road Projects	2,752,424.00			402.52160.810
402-58-26-52180-571500 Bridge Projects	365,260.00			402.52160.810
	4,422,434.00			
491100 Proceeds of Long Term Bonds		4,172,434.00		402.49110
490000 Transfer of General Funds		250,000.00		402.49000
TOTAL CAPITAL PROJECTS	4,422,434.00	4,422,434.00	0.00	

9) Slide nine. Beginning with “THE WISDOT PERMIT – WHO SIGNED FOR WHOM?” - A copy of this slide is provided before this summary review.



- Review: The included slide was not regarding a permit. This shows an application. Both this and other located references to this being a permit are incorrect. The actual WisDOT-issued permit was obtained through this review process from that State department.
- Sheriff Semingson signed this application; this was independently confirmed. That was confirmed despite the spelling error as well.
- The Sheriff did not sign on behalf of Flock. That statement is false.
- The reasoning is not clear as to why, but the full document was not shown by Supervisor Parrish, although possessed by Supervisor Parrish. Looking at the full document, it was very clear that Sheriff Semingson signed as the Trempealeau County Sheriff.

Applicable parts that were not shared within Supervisor Parrish's presentation are:

Box 1: Applicant (utility facility owner) and Name and Address

Trempealeau County SO

18600 Hobson St.

Whitehall WI

Box 5: Applicant Word Order or Project ID # (if any)

846455 **Trempealeau County SO**

Boxes 18-20, reference Flock

Box 18: Utility Person Responsible for Construction	Telephone Number
Dani Mayberry	470-536-8103

Box 19: Utility or Project 24/7 Emergency Contact	Telephone Number
Dani Mayberry	470-536-8103

Box 20: Provide company name and address of utility authorized representative **if not employed by the applicant.**

Flock Safety

1170 Howel Mill RD NW Suite 210

Atlanta GA 30318

Signature block:

Brett Semigson

02/05/2025

Utility Authorized Representative Signature – if electronic use brush script or e-signature software) (Date)

<u>Sheriff</u>	<u>(715)538-4509</u>	<u>brett.semigson@co.trempealeau.wi.us</u>
(Title)	(Telephone Number)	(Email Address)

The ground was frozen early 2025. The camera could not be installed until spring.

10) Slide ten. Trempealeau County shares Flock camera data with 173 other police agencies. The law requires a signed agreement for each one. There are none.

Review: Incorrect as to law applied and misunderstanding / omission of approval process.

11) Slide 11: Galesville related – not reviewed

12) Slide 12: Galesville related – not reviewed

13) Slide 13: Galesville related but this letter does exist. However, there is no part of the letter where Sheriff Semingson states that he is writing on behalf of Flock or is otherwise a representative of Flock. He opens the letter with a request to use a specific City pole, identifies what Flock is, states “the Trempealeau County Sheriff’s Office is putting three of these devises up in the county...” and ends with “In order to put the cameras on the pole, Flock Safety needs written permission from the pole owner, the City of Galesville...”

14) Slide 14: The cameras keep running – after a written legal complaint. The County and the City were both told, in writing, that cameras were installed without proper approval. The cameras are still on.” This goes on to state

WHO WAS TOLD, AND WHEN

Feb 2, 2026 — District Attorney John Sacia was notified in writing.

Feb 13, 2026 — A formal complaint with 8 supporting documents was filed with the DA.

Feb 17, 2026 — The County's own lawyer confirmed in writing: there are zero signed agreements for all 173 outside agencies.

Review: This slide is incorrect. Mr. (now Supervisor) Parrish may have sent something to the Trempealeau County District Attorney (DA). However, the DA represents the State and does not represent the County, so there would have been no impact on any of the stated actions taken on the 2nd or 13th. It is not clear why Supervisor Parrish would believe this. To date, the County has not been served any notice of claim or specific complaint. While it appears that Supervisor Parrish may believe he has performed those acts and that his statements are true, they are factually incorrect.

Corporation Counsel did not tell Supervisor (then Mr.) Parrish that there were no agreements; he was informed that Corporation Counsel was not the records custodian for his requested record(s). He was informed that he would need to ask the right records custodian for those records, and there was even an offer to forward the request to that custodian, but that offer was denied by Supervisor Parrish. That February 17th statement was incorrect. See the full resuscitation of those emails in the timeline. Most applicable portion below:

- February 17, 2026: A. Parrish responds, “Are you confirming that these agreements don't exist with agencies who have access to the Counties Flock Cameras?” at 4:57 p.m.

- February 18, 2026, at 7:57 a.m.: Atty. Fisher responded:

Good morning:

No. A more formal response would follow; but, essentially, this office is not the right records custodian applicable to the received request. Those custodians would need to review their records and respond.

As a courtesy, I can forward this on to the correct custodians, but it was not clear if anything was still wanted from the last email received. Please let me know if so. Thank you.

Susan Fisher

- February 18, 2026, at 8:03 a.m.: A. Parrish responded:

Thanks Susan - really no need to at this point. Please consider this request fulfilled.

15) Slide 15: Referring to “What the County's two top lawyers actually said when asked to step in.” *Limited to the County only.*

County Lawyer Susan Fisher · Mar 9, 2026 (after 21 days of silence)

"Through this position, my client is the County as a whole, and I may not provide legal advice... to any other person(s). ...I am not a judicial officer — no formal legal determination may be made here directly... the City of Galesville may be better suited to discuss their own city-specific rules."

Review. It is correct that Mr. Parrish was not provided an immediate response. His email asking for a “formal legal determination on this issue” was provided on February

19, 2026. The response was sent 18 days, not 21, after the Mr. Parrish sent this applicable email on March 9th.

It is also correct that he was not provided a legal opinion. Corporation Counsel could *not* have provided what he requested as a private citizen, and he was informed of that within the full March 9th response. In sum, this office represents Trempealeau County – it does not represent any other person or parties. As such, no legal opinions could have been provided to then Mr. Parrish, then a private citizen. Providing that would have been highly inappropriate.

Likewise, Mr. Parrish requested a “formal legal determination.” A “determination” is a final decision by a court or administrative agency.¹⁴ *See Black’s Law Dictionary*. As a matter of practicality, as this office is not the same as a judge, a courtroom, or an administrative law judge, no “formal legal determination” could have been rendered even without looking at the ethical issues. Despite his slide, he was informed of these reasons in detail as follows:

Dear Mr. Parrish:

Good question and thank you for asking it. What a corporation counsel does and does not do often can be unclear even for those who work with or know a corporation counsel.

The position of corporation counsel is defined by Wisconsin law. While additional and specific statutorily prescribed duties are found elsewhere within Wisconsin law, the position is generally described within Wis. Stat. § 59.42.(2). These duties include providing representation in civil matters applicable to County matters and business; perform duties in certain civil matters; counsel the County, including its committees and departments, as needed and as requested, and provide related services through that role as counselor; advise the highway commissioner; and, in large counties like Milwaukee County, review and countersign contracts. Examples of other statutorily defined duties, include but are not limited to, representing the interests of the public in mental health matters, assisting the court at times in protective placements while potentially also serving as an interested party in guardianships and protective placements, prosecuting child support enforcement actions, prosecuting in rem foreclosure actions, providing ethics opinions upon request and as defined, and assisting with zoning violations.

Through this position, my client is the County as a whole, and I may not provide legal advice or legal services to any other person(s), parties,

¹⁴ Mr. Parrish’s reference to sending this to an administrative law judge (ALJ) was also an incorrect pathway for him. An ALJ would have no authority over this type of matter.

organizations, etc. What this also means is I may not provide formal legal opinions to the public as that type of action is not consistent with the position's responsibilities and scope.

I believe the referral was made as a courtesy since this office represents the County and advises the County Board. However, as indicated above, formal legal opinions are not provided to the public upon request, and I am not a judicial officer – no formal legal determination may be made here directly or resulting from this position.

To extent the question was asked and has not yet been answered, the City of Galesville may be better suited to discuss their own city-specific rules.

Thank you, again, for asking, and have a good rest of your day.

Susan Fisher

The reason why the statements were not fully or accurately shared in the presentation is not known.

*The DA's emails were not reviewed. The District Attorney is a State officer elected locally and on separate systems. Like Galesville, the DA is separate from the County itself, so there would not be an effect even if sent to him. For further information, that office or the State would need to respond.

16) Slide 16: “The Full Timeline” slide. As reviewed above, the timeline is not accurate.

17) Slide 17: “Quick Summary” slide. As reviewed above, the conclusions made regarding the County are not accurate.

18) Slide 18: “What needs to happen now” slide.

Review: These are Supervisor Parrish's wishes. The ultimate decisions on what to do are left to County officials. However, as noted within slide 15, Supervisor Parrish did not accurately reflect the timing, nature, or contents of the emailed request and response. By law, county corporation counsels do not have any client(s) other than their respective counties.¹⁵ No corporation counsel would or could have provided a legal opinion to a non-client as he had requested earlier this year.

This investigation and review request came from the County Board chair. Consistent with that role and authority, various legal opinions are now given formally.

*Galesville related statements were not reviewed throughout.

¹⁵ In specific matters, such as under Wis. Stat. ch. 51, corporation counsels represent the “interests of the public.”

IV. Other Resources - How to Find

Each year's minutes, agendas, related documents are publicly available through the Docucenter online (at <https://trempealeaucountywi.documents-on-demand.com/>). Likewise, the actual video footage publicly available to all on YouTube (or through a Google search by date). Generally, for this document as a whole, the referenced meetings, agenda, minutes, or recordings are not difficult to find – a quick Google search should bring each up each without much difficulty.

Links to resources:

- Trempealeau County Docucenter: <https://trempealeaucountywi.documents-on-demand.com/>
 - Public may search by committee or board, by agendas, and through minutes

- Trempealeau County Webpage:
https://cms9.revize.com/revize/trempealeaucounty/departments/service_departments/county_clerk/index.php

- Trempealeau County Clerk – approved budget:
https://cms9.revize.com/revize/trempealeaucounty/departments/service_departments/county_clerk/county_budget.php
 - Select by year
 - 2026:
<https://cms9files.revize.com/trempealeaucounty/Department/County%20Clerk/County%20Budget/20226%20Adopted%20Budget%20Book.pdf?t=202604281021240&t=202604281021240>
 - 2025:
<https://cms9files.revize.com/trempealeaucounty/Department/County%20Clerk/County%20Budget/2025%20Adopted%20Budget%20Book.pdf?t=202511031655460&t=202511031655460>

- Trempealeau County TV Station
https://cms9.revize.com/revize/trempealeaucounty/community/wtco_media_center/index.php

- a. I just found the meetings through Google and YouTube identifying county, state, and date of the requested meeting.
- Wisconsin Statutes: <https://docs.legis.wisconsin.gov/statutes/prefaces/toc>
 - “The Wisconsin County Official’s Handbook,” 10th edition, pages 143-153, Wisconsin Counties Association, available at <https://www.wicounties.org/wp-content/uploads/2026/03/10th-Edition-Handbook-2026.compressed.pdf>.
 - The UW Extension – Local Government Education webpage, <https://localgovernment.extension.wisc.edu/finance-and-budgeting/>

V. Findings

As indicated earlier, over thirteen individuals¹⁶ were contacted, some several times, about the County’s acquirement of Flock cameras or related subjects and issues. Likewise, there was an extensive review of County committee and County Board agendas, minutes, budget-related documents, and video recordings over several years through this review process. The presentation alleged the violation of multiple laws. Upon review, no wrongdoing or significant errors in process were discovered.

What was found was that multiple statements made within the presentation were clearly incorrect; with their correctness easily verifiable and subject to independent review by the public in general (*i.e.*, online through simple searches using Google, going to the Docucenter, going to the County’s public facing website, etc.) prior to May’s presentation. The reason why so much of

¹⁶ There was no evidence found of any malintent or to intent to hide the Flock purchase in either of the reviewed budgeted years. It was repeatedly provided that there was no known concern about the Flock purchase until this last winter when raised more broadly, especially by Mr. Parrish. It was also provided, by prior and current staff and officials, multiple times that if there was an error of any kind or issue with the process used, disclose that found. Evidence supporting the allegation of any hiding, burying, tucking etc. was not found in past budgetary cycles or during this investigative process.

the presentation was not checked and verified before Supervisor Parrish's presentation to the Law Enforcement Committee in May is unknown.

Through this review, there were several aspects that could have been improved upon by the County, especially regarding its contractual processes. However, general process improvement was not the subject of this presentation but legality and the allegations that the County violated the law. Upon the conclusion of that review, there was no evidence of any law broken, an attempt to hide anything, any money spent without the necessary authority, or of any other legal wrongdoing.

VI. Recommendations as to Process

While these do not invalidate the applicable contract or otherwise speak to any illegality, there are things the County could have done better upon review. To identify those, they were as follows:

- Had there been a known question as to the sheriff's duties and rights as applicable to issue of Flock, it would have been recommended to have the underlying issue reviewed in coordination with a sheriff's official duties by corporation counsel earlier than this May and June. While the Flock camera purchase was a budgeted item, that step could have been performed to ensure further compliance earlier in the process.
- Sole source review.
 - A "sole source" is the only source for a service or good.
 - This term is raised because the County purchasing policy requires competitive bidding at certain times excepting certain circumstances such as emergency or as applicable factually when there is a sole source.
 - This policy is old, the financial thresholds are too low within the policy, and the policy is currently in the process of being updated with that exercise much needed.

However, there are limited exceptions to needing a RFP including sole source items, emergencies, and specialized and technical services.

- No known formal review of this issue as a sole source occurred prior to this purchase. From inquiring about whether this was a sole source or not with then and current applicable staff and supervisors, through this process, it appears that staff believed this was a sole source item by those involved, and multiple statements were made by multiple people that Flock was not one of many but the only service provider available.
 - However, like the exercise of powers, the exercise of this review with corporation counsel or now the financial manager would have been recommended as a compliance procedure for the County.
- As Flock was a budgeted purchase,¹⁷ the overall execution of the Flock contract was valid by County staff. As this County has an administrator and had one in 2024, it would have been recommended that this contract would have been cosigned by Administrator Glewen as well as the Sheriff. The administrator is the chief administrative officer in the County and has operational control over the budget (but with more grey for elected officials). The administrator typically signs most County contracts. There is a strong argument that this purchase, once approved and now in place, is related to and falls within the Sheriff's duties to maintain the peace, lending credence to the argument that the Sheriff's signature was sufficient. Likewise, department head execution was not an unusual practice before the more recent times with the Administrator. However, to remove any question, co-signatures would have been recommended and would have affirmed both positions. This process of executing contracts has been a transitional issue for the County. As discussed herein, this will be part of the updates to our Purchasing Policy. (Note, the lack of a co-signature does not automatically invalidate this contract, and this recommendation should not be taken as meaning that.)

¹⁷ As an additional recommendation, it may be worthwhile for the County to consider about how to provide public education on the annual budgeting process. It is unclear how much is necessary. However, given the fact that an investigation had to be performed that included and required the review of several basic budgeting issues, this type of education should be considered.

- Flock was twice approved in the County's 2026 budget, when it should have only been approved once. The Sheriff's Office should formally correct that so there is only one approved allocation for 2026.
- The utility application was submitted for all three cameras without any separation for the City of Galesville. Had the question been posed, it would have been recommended that the City of Galesville be delineated from the other two not related to Galesville during the permitting process and that the City of Galesville would have been separately and more specifically sought after. There has been some confusion broadly as there are three cameras and only one related to the City of Galesville.
- For multiple reasons beyond this matter, the Purchasing Policy needs to be comprehensively updated and then, when updated, shared for County Board consideration. (This revision process started earlier in 2026 already.) This includes providing clear guidance on contracting. Once approved, staff should be trained on the updated policy.
- Related to the issue of purchasing and contracting, the decentralization historically done (at least since 1993) has created siloed departmental practices overall. The benefits of County Board's prior actions to move towards greater oversight and consistency were highlighted through this review process and could be seen through the evolution of the budgetary processes from 2025 and 2026 (*i.e.*, through the improvements made between the first budget and then the second). It is recommended that the County continues to move towards uniform processes and procedures.

If there are any questions about this document, those referenced to, or otherwise, please let me know. Thank you.

Sincerely,

Electronically signed by Susan M. Fisher

Susan M. Fisher
Trempealeau County Corporation Counsel