BOARD OF SUPERVISORS

Brown County

305 E. WALNUT STREET
P. O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600
PHONE (920) 448-4015 FAX (920) 448-6221

ADMINISTRATION COMMITTEE
Tom Lund, Chair
Jack Krueger, Vice Chair
Kris Schuller, Tony Theisen, Mark Tumpach

ADMINISTRATION COMMITTEE
Thursday, March 24, 2011
5:30 p.m.
Room 200, Northern Building
305 E. Walnut Street

I. Call to order.
II. Approve/modify agenda.
III. Approve/modify minutes of February 24, 2011.

1. Review of minutes:
   a. Brown County Housing Authority, February 21, 2011.

Communications

2. Communication from Supervisor Andrews re: Request that Human Resources review, expand and update the Brown County Code of Ordinances, Section 4.105 to include the prohibition of other forms of harassment to include physical and verbal forms. *Referred from March County Board.*
3. Communication from Supervisor Brunette re: For clarification and possible correction of the County's policy regarding health insurance benefits for former County Employees. *Referred from March County Board.*
4. Communication from Supervisor Lund re: To look at developing work policies to put in place after the current union contracts have expired.

Information Services

5. Budget Status Financial Report for January, 2011.
6. Director's Report.

Human Resources

7. Human Resources Activity Report for February, 2011
8. Director's Report.

Dept. of Administration

9. 2011 Budget Adjustment Log

10. 2011 Grant Application Approval Log
11. Request for Asset Maintenance Funds (11-01): Major Fixed Mechanical System.
12. Budget Adjustment Request (11-20): Interdepartmental reallocation.
13. Information Services Unallocated Depreciation
14. Award of Financial Reporting Achievement
15. Director's Report.

Facility & Park Management

16. Approval of Mail Service RFP.
17. Budget Status Financial Report for December, 2010.
18. Director's Report.

Corporation Counsel – No agenda items.
Child Support – No agenda items.
County Clerk – No agenda items.
Treasurer – No agenda items.

Other

19. Audit of bills.
20. Such other matters as authorized by law.

Tom Lund, Chair

Attachments

Notice is hereby given that action by the Committee may be taken on any of the items which are described or listed in this agenda. Please take notice that it is possible additional members of the Board of Supervisors may attend this meeting, resulting in a majority or quorum of the Board of Supervisors. This may constitute a meeting of the Board of Supervisors for purposes of discussion and information gathering relative to this agenda.

PROCEEDINGS OF THE BROWN COUNTY ADMINISTRATION COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Administration Committee** was held on Thursday, February 24, 2011 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

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Present: Tom Lund, Mark Tumpach, Tony Theisen, Kris Schuller
Excused: Jack Krueger
Also Present: Tom Hinz, Kerry Blaney, Bob Heimann, Debbie Klarkowski, Mary Scray, Ellen Sorensen, Randy Schultz, Bill Dowell

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I. **Call Meeting to Order:**
The meeting was called to order by Chairman Tom Lund at 5:30 p.m.

II. **Approve/Modify Agenda:**

There was a correction in the numbering of the agenda.

Although shown in proper format here, Item #2 was received until the arrival of Supervisor Scray.

Motion made by Supervisor Tumpach and seconded by Supervisor Theisen to approve the agenda as modified. Vote taken. MOTION CARRIED UNANIMOUSLY

III. **Approve/Modify Minutes of January 27, 2011:**

Motion made by Supervisor Schuller and seconded by Supervisor Tumpach to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

Review of Minutes:

1 a. Brown County Housing Authority, January 17, 2011

Motion made by Supervisor Schuller and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Communications:

2. **Communication from Supervisor Scray re: Review and possible action regarding policy and penalties on delinquent taxes.** ***Held from January meeting.***

Motion made by Supervisor Tumpach and seconded by Supervisor Schuller to receive. Vote taken. MOTION CARRIED UNANIMOUSLY

Supervisor Theisen arrived at 5:34 p.m.

Supervisor Scray indicated that this was a follow-up to the discussion at the January meeting regarding penalty on delinquent real estate taxes. Treasurer Blaney provided the Committee with a handout showing the current outstanding taxes (attached). Blaney explained that the current interest rate on delinquent taxes is 1% per month through the month of July. A letter is sent to taxpayers in the early part of August for taxes that remain delinquent, showing the interest if paid in August as 7%. The letter also states that if not paid by August 31, the extra ½% penalty goes into effect, retroactive to February 1.

As a result of the delinquent letters being sent out in August, 2010, the sum of $1,787,707 was collected prior to August 31. It is clear that by informing tax payers of the additional ½% penalty, the County does receive a considerable amount of delinquent taxes. Blaney indicated that 42 of Wisconsin's 72 counties impose the additional half percent penalty.

Blaney then explained the second sheet of his handout which shows that in 2010 the sum of $758,196.00 was collected in penalties. If the additional ½% penalty is eliminated, a shortfall of $758,196.00 would have resulted in 2010.

Chair Lund asked Scray what her position would be knowing that eliminating the additional penalty would create a considerable hole in the budget. Scray indicated that she was agreeable to receiving and placing on file. She was pleased with the response to delinquent notices by people paying in August. Chair Lund indicated that he did not feel that there was any place in the budget to recoup this amount in general taxes. Blaney indicated that approximately 95 percent of taxpayers pay in a timely manner.

Supervisor Schuller questioned what the County's foreclosure policy was as pertains to delinquent taxes. Blaney indicated that the Treasurer's office works with taxpayers as much as possible before a foreclosure action is commenced.

Motion made by Supervisor Schuller and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Carry-overs:

3. **Administrative Services Division 2010 to 2011 Carryover Funds.**
Ellen Sorensen, Director of Administration, explained the carryover process. The carryover funds are for projects that were begun in 2010 and not completed. Funds are carried over to the next fiscal year to allow projects to be completed.

Motion made by Supervisor Theisen and seconded by Supervisor Schuller to approve. Vote taken. MOTION CARRIED UNANIMOUSLY.

Resolutions:

4. **Initial Resolution Authorizing the Issuance of Not to Exceed $[15,750,000] Corporate Purpose General Obligation Bonds or Notes of Brown County, Wisconsin in One or More Series at One or More Times.**

Ellen Sorensen explained that this bond was for all projects approved by the County Board under the 2011 budget. A discussion followed regarding the public safety portion of the bond.

Chair Lund indicated that the bid for the radio project was approved at the February County Board meeting. Sorensen indicated that the $5,000,000 listed for this project is for completion of the infrastructure. The original amount budgeted was $7,000,000 and there is already $12,000,000 that has been bonded. This $5,000,000 would be the last bonding for the completion of the infrastructure. Supervisor Schuller wished to confirm that the bid approved at the February County Board meeting was approved contingent on bonding. Chair Lund stated that it was contingent on bonding. Supervisor Tumpach stated he would not support this as he felt that the proper analysis was not done on this project.

Motion made by Supervisor Schuller and seconded by Chair Lund to approve bonding resolution. Vote taken. Ayes: Lund, Schuller; Nays: Theisen, Tumpach. MOTION FAILED

Facility & Park Management:

5. **Director's Report.**

Facility and Park Management Director Bill Dowell stated that he checked the budget recently and his department is significantly under budget for the year.

Dowell also provided an update on the S & L project. He indicated that good progress is being made and the general contractor, SMA Construction, has been selected. Several meetings with the contractor have already been held and the final details of the contract are being worked on. References for SMA Construction have been checked and show that they are a good, reputable company. There will be a meeting next week at the Law Enforcement Center to kick off the project and will include the general contractor, some of the subcontractors, the architect, and representatives of the Sheriff's Department and Facilities Management.

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Motion made by Supervisor Tumpach and seconded by Supervisor Theisen to reconsider Item #2. Vote taken. MOTION CARRIED UNANIMOUSLY

Item #2 was taken at this time.

Department of Administration:

6. **2011 Budget Adjustment Log**

Ellen Sorensen wished to point out that several of these adjustments are for unanticipated revenue as a result of donations to the NEW Zoo.

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

7. **2011 Grant Application Approval Log**
Ellen Sorensen wished to point out that these were unanticipated grants that were given to the UW Extension and Emergency Management Department.

Motion made by Supervisor Schuller and seconded by supervisor Tumpach to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

8. **2010 Vehicle Purchase Log**
Captain Schultz of the Brown County Sheriff's Department accompanied Ellen Sorensen with regard to this matter to address some of the concerns previously raised with regard to the vehicle purchase log.

Supervisor Theisen indicated that he had spoken with Captain Schultz several times with regard to this log. The purpose of the log is to keep track of the cost of operating Sheriff Department vehicles for future reference. Theisen also pointed out that most of the vehicles on the log are Crown Victorias which the County would not be purchasing in the future because they are being discontinued.

Theisen also brought up the fact that there are industry publications such as *Consumer Reports* and *Kiplinger's* to provide data. He shared that he had recently reviewed an article in *Kiplinger's* which listed the 10 cheapest vehicles and the Prius was not among the top 10. It was Theisen's suggestion that in the future, industry data be relied up instead of the vehicle purchase log. He stated that the Prius was purchased without relying on industry data as this data did not show the Prius as a car you would purchase based on cost.

Chair Lund did not feel it should be a burden on the Sheriff's Department to keep the log if the information could easily be obtained through industry publications. He went on to say that he appreciated seeing an inventory of the vehicles the Department has, but he did not feel that monthly data showing the costs associated with each individual vehicle was necessary.

Theisen asked Schultz if the Prius in the Sheriff's Department fleet could be used elsewhere in the County. Schultz responded that the Prius had already been transferred to Facilities. Theisen asked Sorensen if she felt from an administrative view that there were advantages to maintaining the log and she indicated she felt the industry data could be relied upon in the future.

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to terminate the vehicle purchase log. Vote taken. MOTION CARRIED UNANIMOUSLY

9. **December, 2010 Vehicle Listing.**
Chair Lund suggested that perhaps the vehicle listing could be presented to the Committee semi-annually. Supervisor Schuller asked what the purpose of the vehicle listing was and it was stated that it was to have an overall view of what the County has for vehicles including their condition, mileage, etc. It was questioned if there was any sort of policy with regard to vehicle replacement and it was indicated that there really is not a policy. Sorensen agreed that a

policy on this would be beneficial. She felt that policies in general help with understanding expectations and realities of situations as well as fiscal efficiency.

With regard to the Prius' in Facilities, Theisen asked if these vehicles were purchased for a specific use that could not have been accomplished by purchasing less expensive vehicles. Sorensen was not able to speak to that as she was not with the County at the time the Prius' were purchased. Executive Hinz, however, indicated that one of the reasons the Prius' were purchased was to help reduce the carbon footprint and he felt the County should try out a hybrid. Hinz also indicated that the rebate offered on the Prius' at the time of purchased was factored into the decision. Theisen indicated that according to *Kipplingers*, none of the ten most economical vehicles to operate is a hybrid. He felt that in the future the most economical car available should be purchased if it will be used primarily for driving one or two people around within the County.

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

10. **Director's Report.**
Ellen Sorensen indicated that the Financial System Implementation Project could be significantly impacted with the Governor's proposed budget as it relates to Human Resources. She will meet with the HR director to discuss the possibility of reallocating resources based upon whatever is implemented at the State level as this will affect the work load in HR which in turn will affect the Logos project and payroll processing. Sorensen indicated that she felt it would not be cost effective to begin the new generation of Logos until we see how the Governor's proposed budget affects HR.

Klarkowski indicated that the WRS portion of the Governor's Bill would take effect the first pay period after March 13, 2011. She further stated that it may be retroactive, but that will not be known until the Governor signs the budget. Chair Lund questioned if it was retroactive, how the County would recoup the money from the affected employees. Klarkowski said that if the amount was large, HR would spread it out over a period of time. Chair Lund then asked about employees who are still under contract and Klarkowski answered that this would not take affect for those people until their contracts are up.

Motion made by Supervisor Tumpach and seconded by Supervisor Schuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Human Resources:

11. **Human Resources Activity Report for January, 2011.**

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

12. **Human Resources Annual Report for 2010.**

Motion made by Supervisor Schuller and seconded by Supervisor Theisen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

13. **Director's Report.**
Human Resources Director Debbie Klarkowski provided three updates:
-Last year a motion was made to gather health insurance information for County Board Supervisors throughout the State. This information should be available by the April meeting.
-Vacation data from public and private sector jobs should be available at the next meeting. This information was requested at the January meeting.
-With regard to the data requested for the reclass regarding the Clerk of Courts, Klarkowski has spoken with Clerk of Courts Jason Beck and they are in the process of gathering information and it should be available for next month's meeting.

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Information Services:

14. **Budget Status Financial Report for December, 2010.**
IS Director Bob Heimann indicated that his Department is well under budget for the year.

Motion made by Supervisor Tumpach and seconded by Supervisor Schuller to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

15. **Resolution re: Change in Table of Organization – Information Services Department (Addition of Limited Term Position).**
Heimann asked Debbie Klarkowski to explain this. Klarkowski stated that this is for a limited term employee that is going to be added to IS's Table of Organization for the medical records project that Human Services is working on. It is anticipated that this individual will be needed through the second quarter of 2012.

Motion made by Supervisor Schuller and seconded by Supervisor Theisen to approve. Vote taken. MOTION CARRIED UNANIMOUSLY

16. **Director's Report.**
Heimann recapped his Director's Report by stating that everything in his department is going well. He did wish to clarify the large increase of help desk tickets in January, 2011. This is due to the implementation of new help desk software which reports the total number of tickets created during that month versus the number of tickets still open during the month.

Motion made by Supervisor Schuller and seconded by Supervisor Theisen to receive and place on file. Vote taken. MOTION CARRIED UNANIMOUSLY

Corporation Counsel – No Agenda Items
Child Support –No Agenda Items
County Clerk – No Agenda Items
Treasurer – No Agenda Items

17. **Audit of Bills:**

Motion made by Supervisor Theisen and seconded by Supervisor Tumpach to approve audit of bills. Vote taken. MOTION CARRIED UNANIMOUSLY

18. **Such Other Matters as Authorized by Law:**

Motion made by Supervisor Tumpach and seconded by Supervisor Theisen to adjourn at 6:30 p.m. Vote taken. MOTION APPROVED UNANIMOUSLY

Respectfully submitted,

Therese Giannunzio
Recording Secretary

MINUTES
BROWN COUNTY HOUSING AUTHORITY
Monday, February 21, 2011
City Hall
100 N. Jefferson Street, Room 604
Green Bay, WI 54301
3:00 p.m.

MEMBERS PRESENT: Michael Welch-Chair, Tom Diedrick, Rich Aicher, Darlene Hallet, Ann Hartman.

OTHERS PRESENT: Nikki Aderholdt, Robyn Hallet, Matt Schampers, Rob Strong, Chip Law, Dan Lindstrom (for item #6 only).

R. Strong introduced new Commissioner Ann Hartman to the Authority. Ann Hartman was recently appointed to the Brown County Housing Authority Board by County Executive Tom Hinz and will be filling the position that Paul Kendle previously filled.

APPROVAL OF MINUTES:

1. Approval of the minutes from the January 17, 2010 meeting of the Brown County Housing Authority.

   A motion was made by T. Diedrick, seconded by R. Aicher to approve the minutes of the January 17, 2011 meeting of the Brown County Housing Authority. Motion carried.

COMMUNICATIONS:

Letter from Family Services summarizing efforts made to provide services to local homeless families.

R. Hallet indicated that this is a late communication from Family Services reporting on the use of the $6,000 contribution provided from the BCHA. These funds were provided to the Crisis Center to house unsheltered families. Family Services have expended the full amount that was donated.

New BCHA Commissioner

M. Welch stated that due to P. Kendle's absence, and the new appointment of A. Hartman, the Authority is without a Vice-Chair. R. Strong indicated that the BCHA will be asked to elect a new Vice-Chair at the March meeting.

M. Welch proposed that the BCHA provide P. Kendle with a recognition plaque for his 17 years of service to the Authority, as well as an informal dinner gathering. The BCHA staff was directed to make arrangements for the plaque and dinner.

REPORTS:

2. Report on Housing Choice Voucher Rental Assistance Program

A. Preliminary Applications

C. Law stated that 321 preliminary applications were received in month of January. There is a slight spike in the number of applications received due to ICS's outreach efforts.

B. Housing Assistance Payments

C. Law stated that HAP dollars for the month of January came in at $1,082,896 which is as many dollars as the BCHA has had in quite some time.

C. Housing Assistance Unit Count

C. Law stated that the unit count for January was 2,865 which is a slight increase from December 2010.

D. Housing Quality Standard Inspection Compliance

C. Law indicated that 150 units passed on the first inspection which is almost 45 percent; 95 passed on the re-inspection which is 28 percent; and 89 units failed which is around 20 percent. These numbers are consistent in comparison to other months.

E. Housing Choice Voucher Administrative Costs and HUD 52681B

C. Law stated that the BCHA is $9,573 over budget for the month of January, which is not atypical. January is typically the month for accrual of paid time off which could explain the reason the BCHA is over budget.

F. Portability Activity

C. Law indicated that for the month of January, there were 57 port-outs totaling a total dollar amount of $49,678.00 and 12 port-ins totaling $3,374.00. This is the BCHA's biggest month yet in regards to the port-outs.

G. SEMAP Monitoring Report

C. Law indicated that the SEMAP report is being approved later on the agenda so this item can be discussed in more depth then.

H. Report of the Housing Choice Voucher Family Self-Sufficiency Program.

C. Law stated that there were 123 FSS clients for the month of January. This is quite a jump from previous months but can be accredited to ICS efforts in outreach. There were 32 escrow accounts, 1 FSS graduate and 8 new contracts in January.

I. Report on the Housing Choice Voucher Home Ownership Option.

C. Law stated that there were 91 homeownership clients in January.

J. VASH Reports

C. Law indicated that there are 11 participants in January, and continues to climb every month. There are no new VASH participants.

K. Report on Langan Investigations Criminal Background Screening and Fraud Investigations

C. Law stated that for January Langan worked on 49 new applications, 14 additions to households, and 28 records checks. There was one fraud investigation substantiated in January.

OLD BUSINESS:

3. Discussion and possible action on results of data collected from Housing Choice Voucher application residency surveys.

R. Hallet indicated that at the last few meetings BCHA staff has presented information collected from the HCV residency surveys. At the last meeting the Commissioners agreed that this information should be provided to the County Board and should come directly from the BCHA Commissioners rather than staff. R. Hallet stated that a draft memo has been compiled and prepared for the Commissioner's review. Furthermore, with changes proposed by the Authority, the BCHA staff has prepared the survey and applicant data and compiled it into a report.

R. Hallet stated that a few changes were made to the survey data, primarily clarifying the surveying time period and the low response rate. One of the survey questions and data was removed from the summary due to its varied interpretations and ambiguity. The rest of the statistical information has remained the same.

R. Hallet indicated that there were a few items that were changed on the report regarding the applicant data in an effort to make the data clear. The most recent change is a note that indicates that the analysis of applications received from January 1, 2010 through August 31, 2010 indicates that 11.4 percent of all applicants ultimately are eligible for the program and begin receiving housing

assistance payments. This was added to clarify that the people who apply to the program are not reflective of the overall participants of the program. This information was also carried over into the memo.

R. Aicher stated that every time you look at the report, changes could be recommended, and ultimately could still be discussed six month from now. Unless there's something glaring that the Authority should be aware of, the reports should receive a stamp of approval and be provided to the County Board. If the County Board has questions once they receive the reports, they can bring those questions back to the Authority.

A motion was made by R. Aicher, seconded by D. Hallet, to approve the memo and reports drafted and prepared by BCHA staff, and to provide such reports to the County Board on behalf of the Authority. Motion carried.

NEW BUSINESS:

4. Review and approval of Resolution No. 11-01 certifying the Brown County Housing Authority Annual SEMAP submission for fiscal year ending December 31, 2010.

C. Law indicated that the high performer status at 95 percent was not achieved, as the Authority was aware. The only way to reach high performer is to earn the 20 points from voucher or HAP utilization. The only other area that caused some initial concern was that only 8 out of 10 points will be received for the FSS program. C. Law stated that after discussing this with DonElla Payne it was determined that this was due to timing of the compilation of the data. C. Law explained that when the data was pulled for this information there was a gap between the new participants and the graduates, so there weren't as many slots filled as there typically are throughout the year. If ICS would have pulled the information two weeks later, the BCHA would have received 10 points in this category.

C. Law stated that lease-up was difficult in 2010, but 2011 is starting off strong and will meet the high performer status. HUD has been following ICS' lease-up closely to ensure that voucher utilization is being met.

R. Hallet briefly explained the Cardinal Capital project and project-based voucher utilization to A. Hartman.

A motion was made by D. Hallet, seconded by T. Diedrick, to approve Resolution No. 11-01 certifying the Brown County Housing Authority Annual SEMAP submission for fiscal year ending December 31, 2010. Motion carried.

R. Hallet requested that the Authority take item 6 out of order due to having a City Planner present to answer questions for that particular item.

A motion was made by T. Diedrick, seconded by D. Hallet, to take item 6 out of order. Motion carried.

6. Discussion and possible action regarding a Housing Cost Reduction Initiative (HCRI) loan previously provided for 1117 Shea Street.

R. Hallet indicated that in 1992, the BCHA provided $2,500 for a down-payment closing cost for the homebuyer of 1117 Shea Ave in the form of a deferred payment loan. In December 2010, the BCHA found that the owner defaulted on property taxes and would be going into foreclosure. R. Hallet stated that staff has researched the BCHA's options to not lose out on the money provided to the homebuyer. One of the greatest issues with this property is that it's located in a flood zone, and as such, there are many restrictions on what can be done to property. Therefore, it is by recommendation of the BCHA staff, as well as Planning staff, that the BCHA reject acquiring this property.

R. Aicher questioned if the BCHA's investment is $2,500. R. Strong confirmed.

T. Diedrick questioned where Shea Ave. is located. D. Lindstrom indicated that it was on the northwest side of the City, just south of the railroad tracks. R. Strong introduced D. Lindstrom, Planner I, to the Commissioners.

R. Aicher questioned the status of the delinquent property taxes. R. Hallet stated that they are still delinquent, but if the BCHA does not acquire, it will become the property of Brown County. The property currently appears abandoned.

The Commissioners directed the BCHA staff to reject acquiring 1117 Shea Ave. The Authority thanked D. Lindstrom for making himself available.

A motion was made by A. Hartman, seconded by D. Hallet, to return to the original order of the agenda. Motion carried.

5. Discussion and possible action regarding HQS re-inspection fees.

R. Hallet indicated that this issue began when a landlord who is participating in the HCV program contacted HUD regarding some concerns that she had with her inspection. While explaining her concerns with HUD, the landlord briefly mentioned that ICS charges for re-inspections. Since then, HUD has contacted the BCHA and indicated that ICS cannot charge for re-inspections. R. Hallet stated that some Commissioners may recall that several years ago, staff proposed a policy requiring that a fee of $50 for a second re-inspection and $100 for a third re-inspection. This was an attempt to encourage landlords to be more proactive with repairs and maintenance and was approved in 2004. ICS has collected $12,325.00 in inspection fees since this policy's implementation.

R. Hallet stated that staff has been exchanging letters with HUD for several months. The most recent letter details this policy as well as the current staffs'

interpretation of the regulations regarding inspection fees, which is that the housing authority cannot charge the landlord for an initial inspection or a re-inspection [singular], but this is not applicable to second or third re-inspections [plural]. R. Hallet indicated that staff has not heard back from HUD since January 14, 2011.

R. Hallet indicated that in the meantime, ICS has been directed to suspend charging landlords for any inspection until this issue is resolved.

A. Hartman questioned if there were certain landlords that were being charged repeatedly, or if several different landlords were being charged. C. Law responded that while he cannot answer that question directly, it is known that some landlords take advantage of the second and third re-inspections to ensure that there repairs are done adequately; they don't mind the charge. C. Law stated that it's not always the same property, and what is often encountered is that once the landlord determines that ICS will charge $50 and $100 for second and third re-inspections, they don't typically let those repairs or maintenance go undone.

C. Law stated that the funds received through the inspection fees is rolled into administrative dollars and is perceived as additional administrative dollars. This makes sense because there is a lot of staff time going into continuous re-inspections. What concerns ICS is that by taking way this policy, HUD is basically implying that it is ok to conduct numerous inspections on the same property with no recourse to the landlord. C. Law stated that very few third re-inspections, resulting in a $100 charge, are conducted because to this point, this policy has been extremely effective.

N. Aderholdt stated that if anything comes out of this, perhaps HUD will ultimately see the BCHA's interpretation and rewrite the regulation. As of right now, the regulation is extremely vague and open to multiple interpretations.

M. Welch indicated that he thought he recalled that HUD approved this concept years ago when the Authority adopted it. N. Aderholdt stated that unfortunately, the current BCHA staff cannot locate any direct communication from HUD approving this policy. In communications with ICS, previous BCHA staff referred to this topic stating that HUD applauded the concept; however, there is no direct approval. N. Aderholdt stated that this could have been an instance in which the BCHA indicated to HUD that the policy would be implemented unless we were informed by HUD that it couldn't be. C. Law agreed that HUD is very difficult to get legal guidance from.

R. Hallet stated that HUD has indicated that we will need to repay all of the collected monies. C. Law explained what a time consuming task this would be. We will therefore not repay these fees until this issue has been resolved.

7. Discussion and possible action on investments.

M. Schampers stated that this item came up at the January 2011 meeting when discussing the budget and interest rates. The investment policy was provided in the agenda packet. The highlight of the policy states that an investment is considered an investment if it can be liquidated in one day, government backed or fully insured, and a maximum term of three years. M. Schampers indicated that shortly after the January meeting, he was contact by M&I Bank, who BCHA currently has repurchase agreements through. M&I Bank pledges government assets to secure BCHA funds. Unfortunately, the bank wasn't doing so well financially and had to sell off a lot of those assets and as a result cannot continue providing repurchase agreements. M. Schampers stated that the BCHA must now look at different options for the investments. There are really two main options: (1) transfer to a different bank who would provide repurchase agreements, or (2) buy treasuries directly through M&I Bank.

R. Aicher indicated that at one time, before repurchase agreements, different staff involved in this process would shop around for different interest rates and would open a C.D. at one bank and another at a different bank. At that time, it took a lot of C.D.'s to cover the amount of money the BCHA had. The limit on these C.D.'s has since increased. R. Aicher stated that one thought would be to set aside enough money for operations six months out, and then invest the remaining balance based on an investment strategy. R. Aicher simplified and explained the BCHA could build an investment ladder by putting some money into a 6-month investment, and some into a 1-year investment. Three months later invest more in other 6-month and 1 year investments.

M. Schampers stated that in talking to M&I Bank, he learned that it's by tax ID for the insurance, so he asked if the BCHA had eight of them, would they have to be at eight separate banks. R. Aicher confirmed that the BCHA would have eight different CD's at eight different banks with eight different maturity rates from a strategy standpoint. R. Aicher stated that it doesn't make sense for the Authority to invest in treasuries because the BCHA cannot claim a tax advantage from them.

R. Strong stated that the BCHA staff will continue to look into the available options and bring the item back to the Authority at the next meeting.

8. Review and adoption of BCHA Capitalization policy.

M. Schampers stated that this item was also brought up at the January meeting when discussing the budget. The BCHA did not have a capitalization policy, so N. Aderholdt drafted one based on the Green Bay Housing Authority's policy. M. Schampers indicated that the threshold is $5,000, and this dollar amount makes sense on all aspects.

R. Strong stated that the BCHA does not have many assets, except for the Impala. M. Schampers confirmed. R. Aicher indicated that the BCHA has purchased software over the years as well.

A motion was made by D. Hallet, seconded by T. Diedrick, to adopt the Capitalization policy as presented. Motion carried.

9. Discussion and possible action regarding usage of BCHA's vehicle.

R. Hallet indicated that this item came about during the budget discussion at the January meeting. Staff compiled a spreadsheet that illustrates the use of the Impala, comparing the different divisions within the departments that use it and the mileage of that use. R. Hallet indicated that the BCHA does use the Impala significantly less than some of the other divisions.

R. Strong stated that all of the agencies pay for maintenance and oil changes incurred. The ongoing costs are shared, but the BCHA incurred the initial cost of purchasing the car. While the previous housing administrator would take the Impala home at the end of the work day, current staff leaves the car to be parked at City Hall overnight. Ultimately, this makes it more accessible for use.

R. Strong indicated that both the Impala and a minivan have been delegated as the Planning Department's vehicles for use. R. Aicher questioned if the Impala was insured through the City of Green Bay. R. Strong confirmed. R. Aicher questioned if the title was in the Housing Authority's name. N. Aderholdt stated that the title was previously under Brown County and has since been changed to be under the Brown County Housing Authority. R. Aicher questioned if there would be any issue with another entity owning the vehicle and the staff continuing to use it only four or five percent of the time. R. Aicher stated that for example, would there be an issue if the BCHA transferred the title and ownership to the City of Green Bay? R. Strong stated that knowing the City's budget, they wouldn't consider that offer and would recommend just getting rid of the car. R. Strong stated that the Planning department does not have the money to buy the Impala.

R. Strong stated that if the BCHA decided to get rid of the car, staff would just have to be paid mileage. R. Hallet stated that while it may not be a factor, she does not always drive her vehicle to work. R. Hallet indicated that she is a huge proponent of walking and biking. If she needs to take a trip to ICS on a day when she didn't drive to work, it's going to take significantly more time to get there on bike. Furthermore, personal vehicles are parked in the ramp, so it would be inconvenient if one had to haul armfuls of files, for example, two blocks to the ramp. R. Hallet stated that it is very convenient for her and staff to have a car readily available to use for business purposes. N. Aderholdt stated that it is convenient to not have to rack up miles on your personal vehicle.

T. Diedrick stated that the BCHA is not currently in a financial situation where the money is needed. R. Aicher questioned who pays the repair bill on the car. R. Strong reiterated that it is divided among the agencies according to percentage of mileage. R. Strong stated that the other option would be instead of just splitting the cost of the ongoing charges incurred, the BCHA could charge a multiplier as well which will help pay back the BCHA for the original cost. R. Aicher stated that if all agencies that use the vehicle shared in the cost of it, then this wouldn't be an issue. A. Hartman clarified that agencies would essentially pay some sort of a rental fee. R. Strong stated that staff can look further into that option.

R. Hallet stated for the record that she would not be very pleased to get rid of the Impala.

R. Strong stated that the staff would look further into sharing expenses of the Impala and report back to the Authority.

INFORMATIONAL:

10. Update on civil and criminal prosecution of fraud cases

N. Aderholdt stated that the report provided illustrates the recovery of funds and the status of the criminal cases that have been referred to date. From January through February 2011, the BCHA has recovered $118,632, which is almost the highest year for recovery. This year will be highest year for recovery being that the trend has started out so strong. The reason for the recovery spike is primarily due to tax interception. N. Aderholdt indicated that the BCHA has intercepted 66 times in the last month and a half; the same person was intercepted twice.

N. Aderholdt stated that in 2011, the BCHA has had 18 satisfactions, two of which were satisfied repayment agreements. To date, the BCHA has filed 427 small claims actions; has 22 active repayment agreements; 78 total satisfactions; and nearly $305,000 repayments.

N. Aderholdt pointed out that the fraud backlog has diminished and therefore, the actions filed will significantly decrease. The fraud cases will also significantly drop due to ICS' efforts in preventative measures. R. Hallet stated that in the future, these numbers are going to go down, but that's a positive thing because that means that we're doing an adequate job of catching it at the forefront.

N. Aderholdt stated that to date, staff has referred 23 cases to the District Attorney's office; six additional cases were referred that morning. Of the 23 referred, four have been resolved; one has a plea pending; and 18 are pending action.

BILLS:

A motion was made by R. Aicher, seconded by T. Diedrich to approve the bills as presented. Motion carried.

FINANCIAL REPORT:

No report provided. This report has been modified to be provided to the Authority on a quarterly basis.

STAFF REPORT:

11. Brown County Housing Authority 2010 Activities summary

R. Hallet stated that a report was provided to the County Executive that summarizes some BCHA statistics as well as some of the significant actions taken by the BCHA over the past year. R. Strong stated that this report does not include all action taken but highlights the major ones.

The meeting was adjourned at 4:40 p.m.

RAH:naa

Housing Choice Voucher Program
Financial Status Report
2011 Budget Year
As of January 31, 2011

		Budget Amount	YTD	Annualized	Remaining Budget Balance
	REVENUE				
52 00-00 3410	HAP Income	$ 12,239,670	$ 1,102,529	$ 13,230,348	(11,137,141)
52 00-00 3420	Admin Fee Income	$ 1,349,814	$ 114,157	$ 1,369,884	(1,235,657)
52 00-00 3430	FSS/HO Coordinator Income	$ 90,308		$ -	(90,308)
52 00-01 3300 & 52 00-00 4111	Fraud Recovery	$ 105,000	$ 2,440	N/A	(102,560)
52 00-00 3610 & 3615 & 3690	Other Income (Interest & HO Payments)	$ 2,668	$ 321	$ 3,846	(2,347)
	Total Revenues	**$ 13,787,460**	**$ 1,219,447**	**$ 14,604,078**	**(12,568,013)**
	EXPENDITURES				
	Program Expenditures				
52 00-00 4715	HAP Payments	$ 12,133,693	$ 1,095,675	$ 13,148,096	11,038,018
52 00-00 4431	ICS Admin	1,301,221	110,047	$ 1,320,568	1,191,174
52 00-00 4433	FSS/HO Coordinator	112,885	10,791	$ 129,492	102,094
	Total Program Expenditures	**13,547,799**	**1,216,513**	**14,598,156**	**12,331,286**
	Administrative Expenditures				
52 00-00 4110 & 52 00-01 4110	Salaries	46,367		$ -	46,367
52 00-00 4540 & 52 00-01 4540	Fringe Benefits	20,691		$ -	20,691
52 00-01 4135	Legal Fees	5,302		$ -	5,302
52 00-00 4510	Insurance	5,095		$ -	5,095
From HCV Admin Exploded Tab	Other	17,493		$ -	17,493
	Total Administrative Expenditures	**94,948**	**-**	**-**	**94,948**
	Total Expenditures	**$ 13,642,747**	**$ 1,216,513**	**$ 14,598,156**	**$ 12,426,233.97**

52 00-00 1111 & 1129 & 1163 & 1164 & 1990 & -2135	**Cash Balance**	**$ 2,693,107.58**

Brown County Housing Authority
List of Bills
February 21, 2011

Description	Amount
Conversion Program	
Section 8 Program:	
Green Bay City Treasurer (Nov 10, Printing & Postage)	48.30
Green Bay City Treasurer (Nov 10, IP Phone Allocation)	15.00
Green Bay City Treasurer (Dec 10, IP Phone Allocation)	15.00
Brown County Homeless and Housing Coalition	25.00
Vande Castle, S.C. (Fraud Recovery - Legal Fees)	140.00
Green Bay City Treasurer (Oct-Dec 10, Chargebacks)	131.02
Green Bay City Treasurer (Dec 10, Salaries)	4,662.71
Green Bay City Treasurer (Dec 10, Purchasing Card)	31.48
Green Bay City Treasurer (Nov 10, Purchasing Card)	8.75
Green Bay City Treasurer (Dec 10, Postage)	6.84
Robyn Hallet (Travel Expense Claim - WAHA Training)	11.01
Matt Schampers (Travel Airfare - Training/Las Vegas)	216.90
Tina Paulson (Reimbursement for Fraud Payment)	570.00
West Bend Insurance (Bond Premium)	171.00
Green Bay Housing Authority (Reimburse for BCHA Insurance Payment)	5,378.00
80-81 CDBG Program:	
84 CDBG Program:	
WHNCP Program:	
B.C. Rental Rehab Loans:	
Revenue Bond Program:	
WHEDA Program:	
HCRI Program:	
HOME Program:	
HOME Program-Rpd CHDO Qualify:	
Total Bills	**$ 11,431.01**

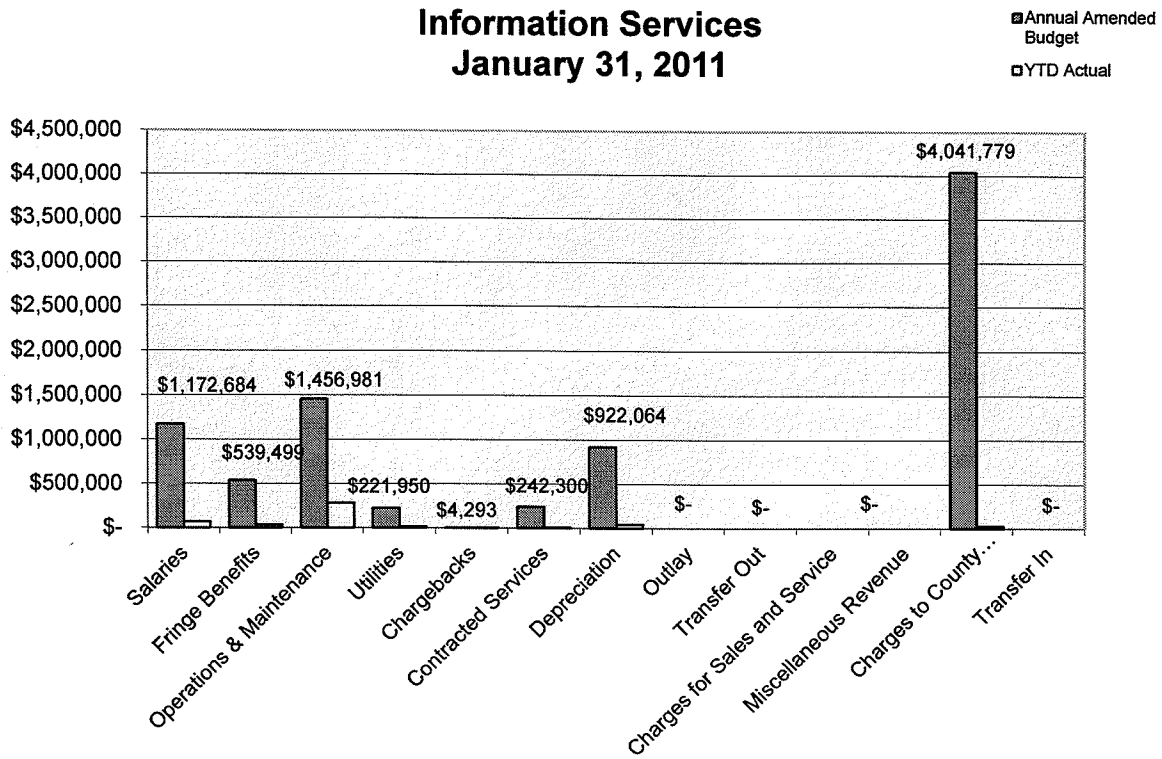
Brown County
Information Services
Budget Status Report
3/15/2011

	Annual Amended Budget	YTD Actual	% of Budget
Salaries	$ 1,172,684	$ 68,643	5.85%
Fringe Benefits	$ 539,499	$ 32,921	6.10%
Operations & Maintenance	$ 1,456,981	$ 282,271	19.37%
Utilities	$ 221,950	$ 15,941	7.18%
Chargebacks	$ 4,293	$ 358	8.33%
Contracted Services	$ 242,300	$ 7,281	3.00%
Depreciation	$ 922,064	$ 42,627	4.62%
Outlay	$ -	$ -	-
Transfer Out	$ -	$ -	-
Charges for Sales and Service	$ -	$ -	-
Miscellaneous Revenue	$ -	$ -	-
Charges to County Departments	$ 4,041,779	$ 24,929	0.62%
Transfer In	$ -	$ -	

HIGHLIGHTS:

Expenses:
Allocated depreciation is $474,120 in the 2011 budget.
Unallocated depreciation is $447,944 in the 2011 budget which consists of capital projects and that is not reflected here as an expense because it is not charged back to departments.

Revenues: This budget is funded by chargebacks to departments based on an overhead formula and labor direct expenses.



INFORMATION SERVICES DEPARTMENT

Brown County

305 E. WALNUT STREET, FIFTH FLOOR
P.O. BOX 23600
GREEN BAY, WI 54305-3600

ROBERT J. HEIMANN

PHONE: (920) 448-4025 FAX: (920) 448-6266 WEB: www.co.brown.wi.us

DIRECTOR

Director's Report – March 24, 2011

The information provided below highlights some of the activities and opportunities the Information Services Department has recently been focused on.

Update on Current Technology Initiatives

- The new Unified Communications System (a Voice over Internet Protocol (VoIP) phone system) continues as a key 2010/2011 technology initiative. The District Attorney's office was converted since we last met. Basically the only locations left to connect are Courthouse locations (Circuit Court, Court Commissioners and Register in Probate). The IS Dept is waiting on the completion of the new voice and data cabling in the Courthouse which should be done by March 31st.

- The new Courthouse Internet Protocol (IP) based security camera system is ordered and also waiting on the new courthouse wiring. This new IP based system eliminates the need for replacing or adding any Digital Video Recorders.

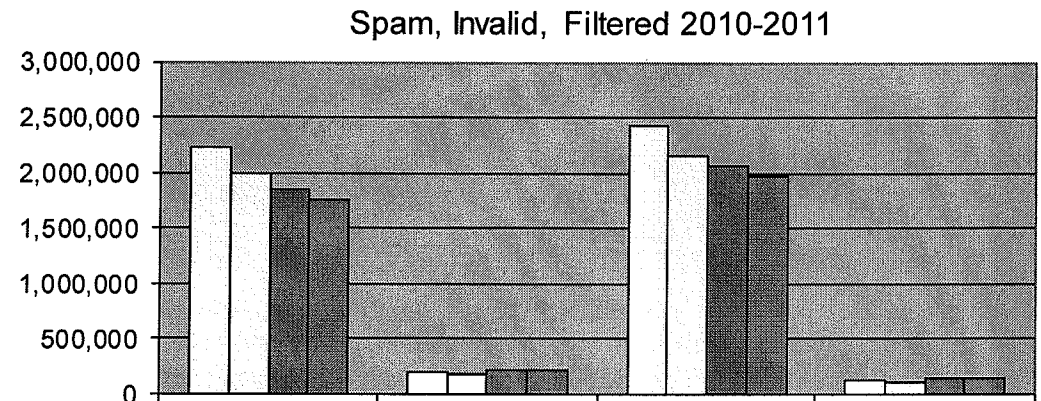
- The IS Department continues to support the efforts underway for the current phase of the Enterprise Resource Planning (ERP) financial software implementation. Modules for Payroll and Human Resources are being worked on in conjunction with the expansion of the time and attendance software from Kronos.

- The installation of the imaging scanners and PC's in ADRC and Child Support is complete. Workflow and security layouts are being worked on. Discussions are also underway how to best integrate imaging into the Human Services Electronic Medical Records (EMR) System. The solution selected will be able to grow with Brown County in 2011 as more departments adopt electronic storage over paper.

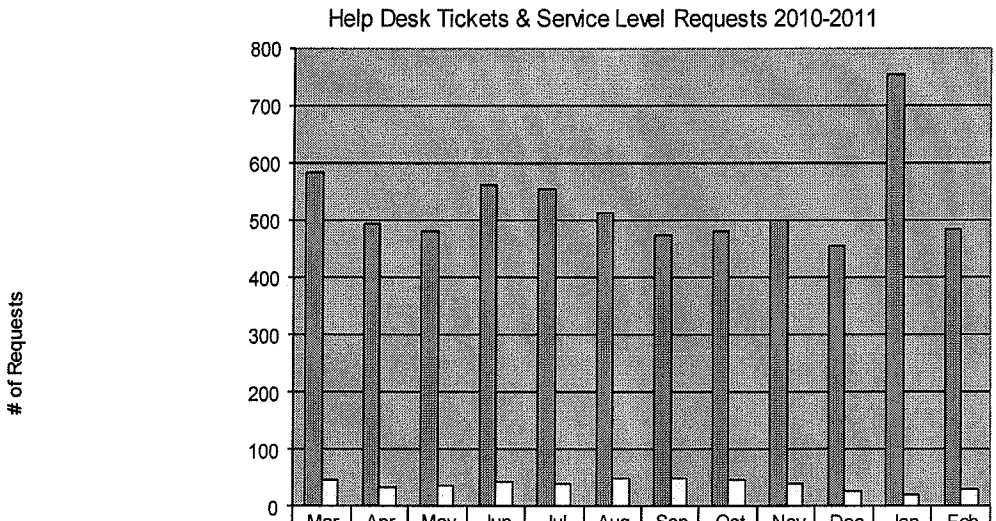
- The technology equipment for the Law Records Management System (LRMS) and the Electronic Medical Records (EMR) System is installed. Software loads for EMR started on March 15th.

Monthly Volume Statistics

- Every month I will provide charts that reflect the volume of valid and invalid email activity on the BC servers and assistance requests being experienced by the IS Department.



	Incoming Spam, Invalid, Filtered based on reputation	Incoming Valid Clean Emails	Incoming Total Attempted Emails	Outgoing Mail Summary
November	2,232,109	199,970	2,432,079	126,966
December	1,992,152	175,290	2,167,442	102,839
January	1,846,804	225,170	2,071,974	151,294
February	1,762,033	219,477	1,981,510	142,896



	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb
Help Desk & Service Requests	584	493	480	562	554	512	476	482	501	456	756	483
Project Requests	46	32	38	44	39	48	49	45	40	28	19	31

Concerns

- PCI Compliance continues to be an area of non-compliance within Brown County. The Brown County Risk Manager has been assigned the responsibility of PCI compliance. The IS Dept is assisting the Risk Management Dept to mitigate the Payment Card Industry (PCI) risk and complexity in the various departments that accept credit cards.

Projects

- Brown County continues with five major software implementations underway with Enterprise Resource Planning (ERP), Kronos Time & Attendance, Law Records Management System (LRMS), Document Imaging and Electronic Medical Records (EMR) each of which is enough to strain any organization.

- There are also overall software implementations started for Microsoft Exchange 2010, MS Office 2010 and Windows OS 7.

- There are major infrastructure implementations with the new VoIP phone system, Intranet, New Sheriff's Headquarters, Security Camera implementation, Video Conferencing in the Courthouse, rewiring of the Courthouse and replacing the hardware and software driving the County Board meetings.

I would be happy to address any questions regarding this report.

No specific action is being requested of the Administration Committee at this time.

Respectfully submitted,

Robert Heimann
Brown County Information Services Director

HUMAN RESOURCES DEPARTMENT

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4071 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

Date: March 16, 2011

To: Administration Committee Members

From: Debbie Klarkowski, Human Resources Manager

Re: Administration Committee Report

HUMAN RESOURCES ACTIVITY REPORT FOR FEBRUARY 2011

Hires:

Full-Time:

Certified Occupational Therapy Asst.	1
Clerk/Typist II – Clerk of Courts	1
Economic Support Specialist I	1
Telecommunications Operator	3

Part-Time:

Clerk/Typist II – Finance/Accounting.	1

Limited Term/Seasonal/On-Call:

Bailiff	2
Certified Nursing Asst. – on-call	2
Co-op Student – Sheriff's Dept.	1
Intern – CTC Dietary	1
Medical Examiner Investigator	1
Social Worker (Temporary)	1
TOTAL HIRES:	***15***

Separations:

Full-Time:

Economic Support Specialist I	1
Technician – Museum	1
TOTAL SEPARATIONS:	***2***

Current Employees:

Regular Employees:	1436	(1348.57 FTE's)
Extra Help:	180	(Includes On-call, Seasonal, Summer, Co-op/Intern & Temporary Help positions.)
Total Employees:	**1616**	

2011 BUDGET ADJUSTMENT LOG

NUMBER	DATE OF REQUEST	DEPT	DESCRIPTION	CAT	EXEC ACTION/ DATE	BOARD APPRL REQ'D?	BOARD ACTION/DATE	FINANCE REF.
11-15	2/21/11	Sheriff	Use of $27,000 in asset maintenance to cover replacement of the jail dishwasher conveyor belt.	4	Approved 2/22/11	Y		
11-16	2/15/11	Sheriff	Use of $24,000 in asset forfeiture fund balance to purchase a vehicle, office furnishings and payment to the state school fund.	5	Approved 2/16/11	Y		
11-17	2/16/11	Human Services	Transfer of revenue and expenses corresponding with a Fraud Investigator transferring to the Sheriff's department.	4	Approved 2/16/11	Y		
11-18	2/21/11	Sheriff	Increase in probation/parole budgeted revenue by $26,500 to cover a fencing project at the jail.	5	Approved 2/22/11	Y		
11-19	2/21/11	Sheriff	Allocation of $134,250 federal Homeland Security grant through the City of Green Bay and increase in probation/parole budgeted revenue for 25 percent match (44,750) to purchase an ice boat.	5	Approved 2/22/11	Y		
11-20	2/25/11	Administration	Use of $15,130 in copier fund balance to replace various failing printers/fax units.	4	Approved 3/1/11	Y		
11-21	2/28/11	Human Services	Transfer of Finance Manager's salary and fringe from Agency to Agency Management cost center to correct budgeting error.	1	N/A	N	---	J1340 No actual
11-22	2/28/11	Human Services - CTC	Transfer $39,000 from contracted services to advertising for physician recruitment for the hospital.	3a	Approved 3/1/11	N	---	J1341 No actual
11-23	3/1/11	Facility and Park Mgmt	Allocation of $71,349 in EECBG and FOE grant funding to complete energy efficiency projects for Courthouse Square.	5	Approved 3/4/11	Y		
11-24	3/1/11	Facility and Park Mgmt	Allocation of $62,200 in EECBG and FOE grant funding to complete energy efficiency projects at the ADRC building.	5	Approved 3/4/11	Y		
11-25	3/1/11	Facility and Park Mgmt	Allocation of $50,874 in EECBG and FOE grant funding to complete a photovoltaic project at the new Sheriff office building.	5	Approved 3/4/11	Y		
11-26	3/1/11	Facility and Park Mgmt	Allocation of $331,960 in EECBG and FOE grant funding to complete photovoltaic projects at Barkhausen and the Fairgrounds.	5	Approved 3/4/11	Y		
11-27	3/1/11	Library	Allocation of $112,909 in EECBG and FOE grant funding to complete energy efficiency projects at Weyers-Hilliard and other library branches.	5	Approved 3/4/11	Y		

2011 GRANT APPLICATION APPROVAL LOG
MARCH ADMINISTRATION COMMITTEE

SPACER BUDGET OR APP #	APP DATE	ARRA FUNDS?	DEPARTMENT	GRANT TITLE	GRANTOR AGENCY	APPLIED AMOUNT	MATCH REQ'D	PERIOD	SUMMARY DESCRIPTION
11-04	2/21/11	No	U.W. Extension	4-H Forensics Science Project	Eastern District Resource Management Team	5,000	0	7/11-6/12	Funds will pilot a new 4-H forensics project in Brown County by increasing hours of the 4-H Program Assistant.
11-05	2/21/11	No	U.W. Extension	4-H Forensics Science Project	WI 4-H Learning Resource Fund	2,000	0	7/11-6/12	Funds will pilot a new 4-H forensics project in Brown County.

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

ELLEN C. SORENSEN

PHONE (920) 448-4035 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

February 22, 2011

TO: Administration Committee

FROM: Ellen C. Sorensen
Director of Administration

SUBJECT: Asset Maintenance Fund Expenditures

In accordance with the Asset Maintenance Fund Policy, we are informing you of the following asset maintenance fund expenditure:

SHERIFF

Brown County Sheriff Department:

Replacement of the jail's main dishwasher conveyor belt which is nearing point of failure and must be replaced immediately.	$27,000

11-01

REQUEST FOR ASSET MAINTENANCE FUNDS

Projects eligible for funding through the Asset Maintenance Fund shall be limited to those essential for the maintenance of existing infrastructure or buildings. The development of new or expanded infrastructure or buildings is not eligible for funding through the Asset Maintenance Fund. The fund is established primarily for projects that cannot be anticipated such as boiler failure or a mechanical breakdown.

Only projects which would be funded through the tax levy are eligible for funding through the Asset Maintenance Fund. Consequently, projects funded through certain Special Revenue, Internal Service, or Enterprise Funds are not eligible projects for funding. Departments may request funding for projects with an estimated cost of up to $250,000. Projects with a cost in excess of $250,000 should be submitted as part of the department's annual bonding or budget request.

Eligible projects include the following:

1) replacement of major fixed mechanical systems (boilers, generators, elevators, etc.)
2) repair or replacement of major building components or systems (roofs, windows, systems, tuck pointing, etc.)
3) repair of grounds (parking lot resurfacing, road resurfacing, well repairs, etc.)

Ineligible projects include the following:

1) information systems projects
2) repair or replacement of movable equipment

NOTE: *Per communication from Executive Committee of April 9, 2007, if a department uses funds from the Asset Maintenance Fund during the year and has leftover budgeted funds at year end, the equivalent amount used must first be applied to the Asset Maintenance Fund to replenish it before any carryover funds can be requested by the department.*

PROJECT REQUEST:

1. Type of project:

   ☒ Major Fixed Mechanical System ☐ Major Building Component ☐ Repair of Grounds

2. Description of project:

   The jail's main dishwasher is in need of a conveyor belt replacement. The current belt is nearing a point of failure and must be replaced immediately in order to avoid a disruption of kitchen operations.

3. Cost of project:

	Vendor	Asset Type	Total Project Cost	Less Other Funding	Net Funding Request
A)	General Parts	Belt replacement	27,000		27,000
B)					
C)					
		Totals	27,000		27,000

Sheriff
Department

Department Head

2/22/11
Date

☒ Approved
☐ Disapproved

County Executive

3/22/11
Date

Approved request reported to Administration Committee

3/24/11
Date

11-20

BUDGET ADJUSTMENT REQUEST

Adjustment	Description	Approval Level
☐ Category 1	Reallocation from one account to another within the major budget classifications.	Department Head
☐ Category 2		
☐ a.	Change in Outlay not requiring the reallocation of funds from another major budget classification.	County Executive
☐ b.	Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification.	County Board
☐ Category 3		
☐ a.	Reallocation between budget classifications other than 2b or 3b adjustments.	County Executive
☐ b.	Reallocation of personnel services and fringe benefits to another major budget classification except contracted services, or reallocation to personnel services and fringe benefits from another major budget classification except contracted services.	County Board
☒ Category 4	Interdepartmental reallocation or ~~adjustment (including reallocation from the County's General Fund)~~	County Board
☐ Category 5	Increase in expenses with offsetting increase in revenue	County Board

Increase	Decrease	Account #	Account Title	Amount
☒	☐	720.022.001.5395	Equipment: Non Outlay	$4,780
☒	☐	720.022.001.6110	Outlay	$10,350
☐	☐			
☐	☐			

Narrative Justification:

Increase 2011 copier accounts shown above by using departmental copier fund.

Need to replace failing printers and/or fax units while adding scanning functionality with multiple functional units that serve as a printer/copier/fax/scanner all in one unit. Multiple function units are the most efficient use of maintenance cost by reducing the number of units to service/maintain. Scanning functionality adds job efficiency by allowing storage/sharing of documents electronically eliminating trips previously required in a vehicle. Units offer secure print allowing HIPPA compliancy in handling confidential documents.

AUTHORIZATIONS

Signature of Department Head

Department: Admin

Date: 2/25/11

Signature of Executive

Date: 3/2/11

2/25/11

Rev 10/09

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

ELLEN C. SORENSEN

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

March 15, 2011

TO: Administration Committee

FROM: Ellen C. Sorensen
Director of Administration

SUBJECT: Information Services Unallocated Depreciation

At its January meeting, the Administration Committee requested that the Department of Administration look into developing a policy for replacement of Information Services (IS) equipment. The committee also wanted an opinion regarding using operational levy funds in addition to bonded funds for IS replacement equipment.

With regard to the use of levy and bonded funds for equipment replacement, Finance Director Carolyn Maricque and I consulted with both Tom Klancnik (Brown County bond counsel) and Brian Della (Brown County financial advisor). There is no prohibition against both bonding for equipment and then charging back to the departments for operating levy to offset depreciation. However, this practice is charging the taxpayers twice for the same equipment, as we already book the bonding as depreciation against the equipment. In the future, both our bond counsel and financial advisor recommend to bond for the life of replacement equipment (i.e., if the life of the equipment is five years then the bond should be for five years). All current bonded equipment for IS has been bonded for 10 years. I cannot speak to why five-year equipment was bonded for 10 years in the past, but it gives us the opportunity to change our practice in this area.

With regard to a policy for future IS equipment replacement, we feel this type of process would be more appropriately designated as a departmental practice rather than a formal administrative policy. However, before we can make a solid recommendation on a consistent practice for IS to follow, we need to review the inventory list provided by IS during the five-year Capital Improvement Plan in 2010 and identify how that equipment was paid for (i.e., bonding, capital outlay, department chargebacks, etc.). By reviewing the funding sources as well as the life expectancy of the equipment and the replacement cycle IS has determined, we will be better positioned to provide a recommendation on future funding of equipment.

In the end, I am confident that we can develop a balanced recommendation for the future funding of IS replacement equipment which can combine several funding sources while not burdening the taxpayers of Brown County.

The Government Finance Officers Association of the United States and Canada

presents this

AWARD OF FINANCIAL REPORTING ACHIEVEMENT

to

Department of Administration

Brown County, Wisconsin

The award of Financial Reporting Achievement is presented by the Government Finance Officers Association to the individual(s) designated as instrumental in their government unit achieving a Certificate of Achievement for Excellence in Financial Reporting. A Certificate of Achievement is presented to those government units whose annual financial reports are judged to adhere to program standards and represents the highest award in government financial reporting.

Executive Director

Date January 20, 2011

DEPARTMENT OF ADMINISTRATION

Brown County

305 E. WALNUT STREET
P.O. BOX 23600
GREEN BAY, WI 54305-3600

ELLEN C. SORENSEN

PHONE (920) 448-4037 FAX (920) 448-4036 WEB: www.co.brown.wi.us

DIRECTOR

March 15, 2011

TO: Administration Committee

FROM: Ellen C. Sorensen
Director of Administration

SUBJECT: March Director's Report

Financial System Implementation Project
The financial systems project is currently participating in preliminary planning meetings with Human Resources (HR) to understand and outline details related to the passing of the Budget Repair Bill reforming collective bargaining rights. All active phases of both Time and Attendance (Kronos) and HR/Payroll (Logos.net) are directly affected by the pending decisions surrounding pay rules. Once the path for Brown County is established by the Board, shared resources will channel back into HR operations to implement the imposed changes. After completion of these changes for current processing, the project team will begin to address the needed redesigns and reconfigurations to the new system.

During this time, the project team will be initiating installation and testing of the "Next Generation" of Logos.net software and will be upgrading the Kronos Workforce Central software. Process reviews and designs for position budgeting and the Highway department systems will also continue. With the redesign for the new pay rules and the new software install and upgrade, the target date for implementation of the new HR/PY system has been established for the first quarter of 2012.

Finance & Accounting
Year-end carryovers are being completed, and the process for closing and approving overdrawn accounts will begin to move forward.

2012 Budget
A series of department head meetings have been scheduled to begin discussion of the 2012 budget and the challenges associated with that. The analysis of the effects of the Governor's budget is ongoing. If the proposed biennial budget stands as presented Brown County will need to remain within the $82 million operational levy for 2011 for the next two years.

Legislative Training
Due to the amount of time being dedicated to the 2012 budget, legislative training for department heads will be delayed.

Departmental Updates

PCI Compliance

The Payment Card Industry (PCI) Data Security Standards (DSS) Compliance and the Sensitive Information administrative policies have been written and are currently in the approval process.

The secure shred of stored cardholder and other sensitive information by vendor Iron Mountain is expected to take place the week of March 21, 2011.

LocalGovU Training

Through WMMIC, Brown County was originally assigned 107 licenses for online risk-related training through LocalGovU. With those original licenses, 232 training courses were assigned to Brown County employees. Recently, our Risk Manager was able to secure an additional 125 free licenses; and efforts are underway to secure even more from those counties that have not emphasized the value of this training.

Procurement Cards

The new interface was fully tested and functions as expected. The number of purchase orders is down and Procurement card transactions are up from a year ago, which saves the County money.

If you have any questions, please feel free to contact me.

cc: Tom Hinz – County Executive

Request for Proposals (RFP)

For

Mailing Services

Project # 1445

Response Deadline

May 16, 2011

4:00 p.m. Local Time

To: Brown County Purchasing

DRAFT

Tentative Project Timeline

Brown County Project #1446

March 24, 2011	Draft RFP to Administration Committee for recommended approval to issue
April 20, 2011	Draft RFP to County Board for final approval to issue
May 2, 2011	RFP Issued
May 16, 2011	RFP Responses Due to Purchasing Department
May 20, 2011	RFP Review Time for Selection Committee
May 26, 2011	Interviews if Required by Selection Committee
June 17, 2011	Final Selection and Contract Award
July 1, 2011	Contract Start Date

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Brown County Project #1446

I. SCOPE OF SERVICES

A. Provide a mail pick-up service for Brown County which will be located in the mail room at 111 South Jefferson Street, Green Bay, Wisconsin between the hours of 3:30 p.m. and 4:30 p.m. Monday through Friday, except the following Holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. In addition, the mail shall be picked up between the hours of 11:30 a.m. and 12:00 p.m. on the following days: Christmas Eve, New Years Eve, and Good Friday.

B. Meter, bar code, and sort all automation compatible mail to current postal regulations to allow Brown County the highest possible discount on postage. The Contractor shall remote video-encode all non-readable mail to obtain the highest level of discounts. The Contractor shall label, tray/sack and deliver all first class mail to the proper U.S. Postal Service acceptance unit located at 300 Packerland Drive, Green Bay, WI 54303, on the same day it is picked up. Standard mail shall be processed and delivered to the U.S. Postal Service within 24 – 48 hours of pickup.

C. Provide a monthly statement reflecting total pieces submitted, total non-optical character readable pieces, and any additional postage required to meet postal regulations. Included in the monthly statement will be an itemized account for each department. All charges are due net 30 days.

D. The Contractor shall be responsible for the County's mail from pick-up through delivery to the postal acceptance unit. In the event of loss due to the Contractor's negligence, reasonable reconstruction charges will be met.

E. Provide FASTforward services and return the address changes to the County for data update the following day.

F. If the Contractor is unable to provide this mail service due to an act of God, the County shall be notified immediately. The Contractor will be responsible for postal discounts while it fails to perform the mailing functions unless it is due to an act of God.

G. Contract shall be for 3 years.

H. Provide the lowest pre-sorted rate established by the United States Postal Service using first class automation Five digit.

I. Provide price per piece to process all letter size mail which includes metering, bar -coding, and sorting.

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J. Provide a price per piece to process all large envelopes (flats) which includes metering, and sorting. (non-automation)

K. Provide a price per piece to process all large envelopes (flats) which includes metering, and sorting. (automation) Next day dated, 1 day delivery delay (white envelopes only)

L. Provide a daily pick-up fee

M. Provide a per piece price for reject processing.

N. Provide a per piece for Fast-forward

O. Provide a per piece price to process non-automation standard mail. (sort)

P. Provide a per piece price to process automation standard mail. This includes bar-coding, and sorting.

Q. Provide a per piece price to apply single and double Envelope Tabs.

R. Provide a per piece price to apply postage on blank envelopes.

II. PROPOSAL DELIVERY DETAILS

One (1) original and two (2) copies of the proposal are due **Monday, May 16, 2011 by 4:00 p.m. local time** at the Brown County Purchasing Department. Proposals **must be stamped in** by the due date and time per the electronic time stamp at the Purchasing Department. Proposals not stamped by the above due date and time will be rejected. Those wishing to submit proposals are encouraged to verify the time on the receiving stamp as this is the official time used for accepting all Proposals. Time discrepancies between wall clocks, watches, cell phones, etc. will not be honored. The official time stamp is the **only** time that will be used.

Delivery Address for Hand Delivery, UPS, DHL, Fed X, etc.:
Brown County Purchasing
305 E. Walnut St. 5th Floor
Green Bay, WI 54301

Delivery Address for USPS:
Brown County Purchasing
PO Box 23600
Green Bay, WI 54305-3600

Proposals should be typed and submitted on 8.5 by 11 inch paper and bound securely.

Proposals will be opened the following business day in the Purchasing Department.

III. SELECTION CRITERIA

The Proposals will be rated according to the following criteria:

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The proposals will first be reviewed to determine if all the requirements outlined have been met. Failure to meet the requirements will result in the proposal being eliminated from consideration. Accepted proposals will be reviewed by a Scoring Team and scored against the stated criteria. This scoring will determine the ranking of organizations based upon their written proposals. If the team determines that it is in the best interests of the County to require oral presentations, it will invite the highest ranking vendors to make such presentations. The final ranking will be based upon the total scores including the oral presentations. Proposals will be evaluated based on a weighted point system as identified below.

Specifications	Points
1. Qualifications	10
2. Understanding and Approach	10
3. Capacity	10
4. Quality Assurance	10
5. Cost	50
6. Schedule	10
Total Points	100

1. **Qualifications** (10 points possible total)

   Each member of the team shall be discussed in the proposal with regard to the role that each member will perform, and their qualifications for performing such role. The discussion of each member's qualifications shall include the member's abilities, relevant experience, education, and time availability to provide the services required for the duration of the contract.

2. **Understanding and Approach** (10 points possible total)

   a. A clear understanding of the scope of work of this RFP shall be demonstrated in the Proposal.

   b. The Proposal shall demonstrate that the approach to the work shall be organized and efficient, and will result in the highest quality product possible for the County.

3. **Capacity** (10 points possible total). The contractor shall discuss present work loads and present capacities of the organization including staff, equipment, work centers, and facilities and any additions that are necessary to accomplish the work of this RFP.

4. **Quality Assurance** (10 points possible total). The Contractor shall discuss its Quality Assurance program including standards, procedures and reporting.

5. **Cost** (50 points possible total).

6. **Schedule** (10 points possible total). The Consultant shall demonstrate the ability to quickly and accurately complete all of the tasks identified in this RFP.

IV. FINANCIAL VERIFICATION

Vendor verification prior to award: Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract

award. Brown County reserves the right to reject proposals based on information obtained through these background checks if it's deemed to be in the best interest of the County.

V. SITE VISIT

Site visits may be required by Brown County to observe present operations and verify present and future capabilities.

VI. INDEPENDENT CONTRACTOR STATUS

The selected contractor shall function as an independent contractor and will be responsible for any federal or state taxes applicable to this contract and for complying with the requirements of all federal and state laws pertaining to income tax withholding, unemployment insurance and other insurance applicable and necessary for its employees. Employees of the contractor will not be eligible for any Federal Social Security, State Worker's Compensation, Unemployment Insurance or Retirement System benefits under this contract except for the benefits provided by the contractor.

VII. OTHER

All employees handling Brown County mail shall be bonded.

No vendor will be provided with financial and/or competitive vendor information on this proposal until after the contract has been issued. To the extent possible, it is the intention of Brown County to withhold the contents of the proposal from public view until such times as competitive or bargaining reasons no longer require non-disclosure, in the opinion of Brown County. At that time, all proposals will be available for review in accordance with the Wisconsin Open Records Law. Brown County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

State of Wisconsin Requirements: This contract shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Stats., sexual orientation as defined in s.111.32(13m), WI Stats, or national origin.

Brown County is an Equal Opportunity Employer.

All work shall conform to all applicable Industry, Federal, State and Local Laws, Codes, Ordinances and Standards.

Taxes: Brown County and its departments are exempt from payment of all federal tax and Wisconsin state and local taxes on its purchases except Wisconsin excise taxes.

Rejection of proposals: Brown County reserves the right to accept or reject any or all proposals and to waive any informality in proposals.

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VIII. Contract for Service (See Attachment E)

Contractors submitting bids must review the Contract for Service document. Sections that may be of concern must be identified and an explanation for the objection must be provided with bid submission. If no objections are raised it shall be expected that the contractor agrees to the terms and conditions as stated.

IX. ATTACHMENTS

A. RFP Cost Sheet
B. Addendum Sheet
C. Appeals
D. Insurance Requirements
E. Contract for Service

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Attachment A

(Use of this form is required when submitting proposal)

RFP Cost Sheet

Brown County Project #1446

The Contractor hereby agrees to perform all mailing services under the terms and conditions provided by this contract agreement. The County shall pay the Contractor at a rate of:

Rates from 7/01/2011 to 6/30/2012

A. Provide the lowest pre-sorted rate established by the United States Postal Service.
   1. First class automation Five digit

B. _____ Cents per piece to process all letter size mail which includes metering, bar -coding, and sorting.

C. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting. (non-automation)

D. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting (automation), Next day dated, 1 day delivery delay (white envelopes only)

E. Pick-up fee of _____ per day.

F. Reject processing rate of_____ cents per piece.

G. Fast-forward rate of _____ cents per piece.

H. Process non-automation standard mail._____ per piece. (sort)

I. Process automation standard mail._____ per piece. This includes bar-coding, and sorting.

J. Envelope Tabs: Single tab _____cents per piece. Double tab_____ cents per piece

K. Apply postage on blank envelopes _____ cents per piece

Rates from 7/01/2012 to 6/30/2013

A. Provide the lowest pre-sorted rate established by the United States Postal Service.

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1. First class automation five digit

B. _____ Cents per piece to process all letter size mail which includes metering, bar -coding, and sorting.

C. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting. (Non automation)

D. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting (automation), Next day dated, 1 day delivery delay (white envelopes only)

E. Pick-up fee of _____ per day.

F. Reject processing rate of_____ cents per piece.

G. Fast-forward rate of _____ cents per piece.

H. Process non-automation standard mail._____ per piece. (Sort)

I. Process automation standard mail._____ per piece. This includes bar-coding, and sorting.

J. Envelope Tabs: Single tab _____cents per piece. Double tab_____ cents per piece

K. Apply postage on blank envelopes_____ cents per piece

Rates from 7/01/2013 to 6/30/2014

A. Provide the lowest pre-sorted rate established by the United States Postal Service.

2. First class automation five digit

B. _____ Cents per piece to process all letter size mail which includes metering, bar -coding, and sorting.

C. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting. (Non automation)

D. _____ Cents per piece to process all large envelopes (flats) which includes metering, and sorting (automation), Next day dated, 1 day delivery delay (white envelopes only)

E. Pick-up fee of _____ per day.

F. Reject processing rate of_____ cents per piece.

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G. Fast-forward rate of _____ cents per piece.

H. Process non-automation standard mail._____ per piece. (Sort)

I. Process automation standard mail._____ per piece. This includes bar-coding, and sorting.

J. Envelope Tabs: Single tab _____cents per piece. Double tab_____ cents per piece

K. Apply postage on blank envelopes _____ cents per piece

Vendor information:

Company Name:_____

Minority Business (Yes or No):_____
For statistical purposes only

Woman Owed Business (Yes or No):_____
For statistical purposes only

Contact/Project Manager:_____

Address:_____

City_____State_____ Zip_____

Phone: _____ Fax: _____ E-mail: _____

Date: _____

Comments:_____

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Attachment B

Addendum Acknowledgement
Receipt Schedule

Brown County Project #1446

The undersigned acknowledges receipt of the following addendum:

Addendum #1_____ Initials_____

Addendum #2_____ Initials_____

Addendum #3_____ Initials_____

Addendum #4_____ Initials_____

The undersigned agrees with the following statement:
I have examined and carefully prepared the Bid/RFP from the plans and specifications and have checked the same in detail before submitting the Bid/RFP to Brown County. Attached is my listing of subcontractors along with their respective trades-if applicable.

Name_____
Signature
Date_____

If this Bid/RFP is assigned a project number all vendors are responsible to check for addendums, posted on our web site at www.co.brown.wi.us, for this project prior to the due date. No notification will be sent when addendums are posted unless there is an addendum within three business days of Bid/RFP due date.

All vendors receiving initial notification of project and those who register as downloading the project off our web site will be notified, by Brown County, of all addendums issued within 3 business days prior to due date. If Bid/RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. New Bid/RFP must be submitted by vendor if addendum affects costs.

Vendors that do not have Internet access are responsible for contacting our purchasing department at 920-448-4039 to ensure receipt of addendums issued.

Bids/RFPs that do not acknowledge addendums may be rejected.

All Bids/RFPs submitted will be sealed. Envelopes are to be clearly marked with required information. Sealed Bids/RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

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Attachment C

Appeals

Brown County Project #1446

To: Vendors
RE: Brown County Appeals Process

An appeal refers to a written request from a vendor for reconsideration of vendor selection on either a Bid or RFP.

Appeals may be submitted for the following purchases:

a) the item is a public work project bid under Section 55.52 (29) and 66.29 of the Wisconsin Statutes, or

b) the item price is $5000 or more or the total order is $10,000 or more, and

c) vendor selection was based on factual errors, or

d) the lowest price vendor was not selected, or

e) failure by the County or its agents to adhere to the County's policies and procedures or other legal requirements.

Appeals shall be submitted in writing and should specify the factual error or policy, procedure or other legal requirement which has been violated. Vendor appeals are to be submitted to the Internal Auditor within 72 hours of receipt of rejection letter. Appeals not containing the necessary information or not filed on a timely basis shall be rejected by the Internal Auditor.

If the Internal Auditor determines that an appeal is valid, an appeals hearing shall be convened. A decision on all appeals will be rendered within 5 working days of the date upon which the request for appeal was received. All decisions of the Appeals Committee or Executive Committee shall be final.

Submit to: Brown County Internal Auditor
P.O. Box 23600
Green Bay, WI. 54305-3600.

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Attachment D

Insurance Requirements

Brown County Project #1446

Hold Harmless

Vendor hereby agrees to release, indemnify, defend and hold harmless Brown County, their officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Brown County does not waive, and specifically reserves, it's right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

Insurance Requirements

Vendor, Contractor, Tenant, Provider, Organization or other (will be referred as Outside Contractor) shall provide and maintain at its own expense during the term of their agreement, the following insurance policies covering its operations hereunder are minimum requirements. Such insurance shall be provided on a primary basis by insurer(s) financially solvent and authorized to conduct business in the State of Wisconsin.

The Outside Contractor shall not commence work under this contract until all insurance required under this paragraph is obtained and such insurance has been approved by a County representative, nor shall any Outside Contractor allow subcontractors to commence work on their subcontract until all similar insurance requirements have been obtained and approved by a County representative. Not withstanding any provisions of this section, and for purposes of this agreement, contractor acknowledges that its potential liability is not limited to the amounts of insurance coverage it maintains nor to the limits required herein.

(1) Worker's Compensation Insurance and Employers Liability.
State Statutory workers' compensation Limits
Employer Liability, $100,000 each accident.

(2) Comprehensive General Liability (Occurrence Form).

- Products and Completed Operations
- Personal Injury and Advertising Liability
- Independent Contractors/Protective

Limits of Insurance — $1,000,000 per occurrence
$1,000,000 aggregate

(3) Business Automobile Liability. Business Automobile Liability covering all owned, hired, and non-owned vehicles.
Limits of Insurance — $1,000,000 per occurrence for bodily injury and property damage.

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(4) Excess/Umbrella Liability.

Limit of Insurance	$1,000,000 per occurrence

Additional Insured

The Outside Contractor agrees that all liability coverages policies other than professional liability shall name Brown County as additional insured's with respects to: liability arising out of activities performed by or on behalf of the vendor/contractor: products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

Adjustments to Insurance Coverage

The limits of liability as set forth herein shall be periodically reviewed and adjustments made so as to provide insurance coverage in keeping with increases in the Consumer Price Index and what is deemed to be prudent and reasonable by the County or its representatives. In the event that the County determines that the limits need to be adjusted at sometime after the initial term of the contract, the County shall give notice to the contractor in writing of the new limits and the Contractor shall make such adjustments to its insurance coverage within 60 day of such notice.

Subcontractor

Subcontractors of the Outside Contractor shall also be in compliance with these requirements, including but not limited to, the submittal of a Certificate of Insurance that meet the same requirement outlined for the Outside Contractor.

Wavier of Subrogation

Insurers shall waive all subrogation rights against Brown County on all policies required under this requirement.

Cancellation Notice

Brown County will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage.

Proof of Insurance

A valid Certificate of Insurance shall be issued to "Brown County" prior to commencement of work and meeting the requirements listed to avoid any interruption of normal business services and transactions. Certificates must bear the signature of the insurer's authorized representative.

The insurance certificate must be issued by companies licensed to do business in the State of Wisconsin or signed by an agent by the State of Wisconsin.

The certificates of insurance shall include a provision prohibiting cancellation of said policies except upon 30 days prior written notice to the County.

The certificates of insurance shall include reference to the contract name or RFP number in the description section of the certificate.

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The certificate of insurance will be delivered to Brown County prior to the execution of the contract.

Brown County
Department of Administration
P.O. Box 23600
305 E. Walnut Street
Green Bay, WI 54305-23600

Questions

If any of the insurance requirements cannot be met, please contact the Brown County Risk Manager at (920) 448-6298 to explain what coverages you are unable to obtain on your policy. Please provide information on what contracts you are bidding on or currently hired to work on.

Special considerations will be given if the required amounts cannot be met. This will only take place after an insurance waiver form is completed.

**** Brown County shall be named as an additional insured with respects to liability coverage's other than professional liability and will be given 30 days notice in advance of cancellation, non-renewal, or material change in coverage. A certificate of insurance evidencing such coverage's shall be placed on file with the County prior to commencement of work under this contract. ****

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Attachment E

Project # 1446

CONTRACT FOR SERVICE

Service Description: **Mailing Services**

Time of Performance:

Total Amount of Contract: **Maximum Compensation Not to Exceed**

The parties to this CONTRACT are (hereinafter referred to as the "CONTRACTOR"), and Brown County of the State of Wisconsin (hereinafter referred to as the "COUNTY").

Performance and schedules will be approved by:

Work shall commence in accordance with the terms and conditions of this Contract after the CONTRACTOR has executed the Contract, and (a) Has been notified in writing to commence the Performance of Services, or (b) Has received from the COUNTY an original of the Contract that is complete and fully executed.

In reliance on the CONTRACTOR'S representations as being capable, experienced and qualified to undertake and personally perform those services as are required in accomplishing the fulfillment of the obligations under the terms and conditions of this Contract, the COUNTY agrees to engage the CONTRACTOR as an independent contractor and not as an employee of the COUNTY to perform those services, all in accordance with the terms and conditions of this Contract.

I. **REQUIREMENTS:** The CONTRACTOR is required to

A. Do, perform, and carry out in a satisfactory, timely, and proper manner the services delineated in this Contract.

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B. Comply with requirements listed with respect to reporting on progress of the services, additional approvals required, and other matters relating to the performance of the services.

C. Comply with time schedules and payment terms.

II. SCOPE OF SERVICES: (To include specific duties and responsibilities, deliverables, time schedules, deadlines and approval requirements).

CONTRACTOR and its subcontractors agree to fulfill all obligations described in COUNTY'S **RFP #1446 and addenda #**

The purchase order amount includes all services, deliverables, and reimbursable expenses. Additional reimbursable fees will not be accepted.

III. SPECIFIC CONDITIONS OF PAYMENT: Payment will be made within thirty (30) days after receipt of a properly documented invoice according to the following Schedule, but only if completion is satisfactory:

Payment Schedule

IV. REPORTS:

A. The CONTRACTOR agrees to timely submit reports as may be required by the COUNTY.

B. All reports, studies, analyses, memoranda and related data and material developed during the performance of this Contract shall be submitted to and be the exclusive property of the COUNTY, which shall have the right to use them for any purpose without any further compensation to the CONTRACTOR. All of the documents and materials prepared or assembled by the CONTRACTOR under this Contract will not be made available to any individual, agency, public body or organization other than the COUNTY.

C. The documents and materials prepared in whole or in part under this Contract shall not be made the subject of any report, book, writing or oral dissertation by the CONTRACTOR. If this Contract is terminated, all finished or unfinished documents or materials prepared under this Contract shall be immediately transmitted to the COUNTY upon termination.

V. TIME OF PERFORMANCE: The services to be performed under this Contract are to be undertaken and completed in such sequence as to assure expeditious completion in light of the purpose of this Contract, but in any event all of the services required hereunder shall be completed as indicated on Page 1 under "Time of Performance," which is the termination date of this Contract. In addition to all other remedies available to the COUNTY, should the Contract not be completed by the date specified, the CONTRACTOR shall continue to be obligated thereafter to fulfill CONTRACTOR'S responsibility to complete the services and to execute any necessary amendments to this CONTRACT.

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VI. CONDITIONS OF PERFORMANCE AND COMPENSATION:

A. **Performance -** The CONTRACTOR agrees that its work shall conform to such recognized high professional standards as are prevalent in this field of endeavor and like services.

B. **Place of Performance –** The COUNTY shall determine the place or places where services shall be provided by the CONTRACTOR.

C. **Compensation -** The COUNTY agrees to pay, subject to the contingencies herein, and the CONTRACTOR agrees to accept for the satisfactory performance of the services under this Contract, the maximum as indicated on Page 1 under "Total Amount of Contract," inclusive of all expenses. In no event will the total compensation exceed the maximum amount indicated on Page 1. Compensation for services provided under this Contract is contingent upon the approval process set forth in Section III., Specific Conditions of Payment. Section 66.0135, Wisconsin Statutes will apply to any late payments by the COUNTY, except as provided by Section XXII.

D. **Taxes, Social Security and Government Reporting -** Personal income tax payments, social security contributions and all other governmental reporting and contributions as a consequence of the CONTRACTOR receiving payment under this Contract shall be the sole responsibility of the CONTRACTOR.

E. **Subcontracting -** The CONTRACTOR shall not subcontract for the performance of any of the services herein set forth without prior written approval obtained from the COUNTY. If any work or service is subcontracted, it shall be specified by written contract or agreement and shall be subject to each provision of this Contract. The CONTRACTOR shall be as fully responsible to the COUNTY for the acts and omissions of his subcontractors and or persons either directly or indirectly employed by them, as he is for the acts and omissions of persons directly employed by him.

VII. DISPUTES: In the event of a dispute as to the services performed or the compensation to be paid, the decision of the Brown County Risk Manager or her designee prevails.

VIII. INDEMNIFICATION AND DEFENSE OF SUITS: The CONTRACTOR agrees to indemnify, hold harmless, and defend the COUNTY, its officers, agents, and employees from any and all liability including claims, demands, damages, actions or causes of action; together with any and all losses, costs, or expense, including attorney fees, where such liability is founded upon or grows out of the acts, errors, or omissions of the CONTRACTOR, its employees, agents or subcontractors.

IX. REGULATIONS: CONTRACTOR agrees to comply with all of the requirements of all federal, state and local laws related thereto.

X. SAFETY REQUIREMENTS: All material, equipment and supplies provided to the COUNTY must comply with all safety requirements as set forth by the Wisconsin Administration Code, Rules of the Industrial Commission on Safety and all applicable OSHA standards.

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XI. VENUE AND APPLICABLE LAW: Any lawsuits related to or arising out of disputes under this Contract shall be commenced and tried in the Circuit Court of Brown County, Wisconsin and the COUNTY and CONTRACTOR shall submit to the jurisdiction of the Circuit Court for such lawsuits. This Contract and any disputes arising under it shall be governed by the laws of the State of Wisconsin.

XII. TERMINATION OF CONTRACT FOR CAUSE: If through any cause, the CONTRACTOR shall fail to fulfill in a timely and proper manner its obligations under this Contract, or if the CONTRACTOR violates the covenants, agreements or stipulations of this Contract, the COUNTY shall have the right to terminate this Contract by giving written notice to the CONTRACTOR of such termination delivered pursuant to Section XXIV. The written notice shall be provided to the CONTRACTOR at least five (5) days before the effective date of such termination. COUNTY may allow the CONTRACTOR a reasonable amount of time to cure a breach of the terms of this Contract, if the breach is amenable to a cure. COUNTY shall not unreasonably withhold such permission.

In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, reports or other materials related to the services prepared by the CONTRACTOR under this Contract shall, at the option of the COUNTY, become the property of the COUNTY.

Notwithstanding the above, the CONTRACTOR shall not be relieved of liability to the COUNTY for damages sustained by the COUNTY by virtue of any breach of the Contract by the CONTRACTOR, and the COUNTY may withhold any payments to the CONTRACTOR for the purpose of set off until such time as the exact amount of damages due to the COUNTY from the CONTRACTOR is determined.

XIII. CHANGES: All changes that are mutually agreed upon by and between the COUNTY and the CONTRACTOR, including any increase or decrease in the amount of the CONTRACTOR'S compensation, shall be in writing and designated as written amendments to the Contract.

XIV. WAIVER: One or more waivers by any party of any term of the Contract will not be construed as a waiver of a subsequent breach of the same or any other term. The consent or approval given by any party with respect to any act by the other party requiring such consent or approval shall not be deemed to waive the need for further consent or approval of any subsequent act by such party.

XV. PERSONNEL:

A. The CONTRACTOR represents that it has or will secure, at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of or have a contractual relationship with the COUNTY

B. All of the services required hereunder will be performed by the CONTRACTOR or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such services.

XVI. ASSIGNMENT: The CONTRACTOR shall not assign or transfer this Contract and shall not transfer any interest in it without the prior written consent of the COUNTY. Claims for money due or to become due to the CONTRACTOR from the COUNTY under this Contract may be assigned to a bank, trust company or other financial institution

without COUNTY approval; however, notices of any such assignment or transfer shall be furnished promptly to the COUNTY.

XVII. RECORDS:

A. **Establishment and Maintenance of Records -** Records shall be maintained by the CONTRACTOR with respect to all matters covered by this Contract. The records shall be maintained for a period of three (3) years after receipt of final payment under this Contract, except as otherwise authorized.

B. **Documentation of Cost -** All costs shall be supported by properly executed payrolls, time records, invoices, contracts or vouchers, or other official documentation evidencing in proper detail the nature and propriety of other accounting documents pertaining in whole or in part to this Contract and shall be clearly identified and readily accessible.

XVIII.AUDITS AND INSPECTIONS: In the event that the COUNTY deems it necessary to conduct an audit or inspection, CONTRACTOR shall, during normal business hours, furnish or make available at a time designated by the COUNTY and in the form required by the COUNTY, information, records and reports regarding powers, duties, activities, organization, property, financial transactions, method of operation, or any and all other records, reports or information in CONTRACTOR'S custody or control pertinent to this Contract.

CONTRACTOR shall provide the COUNTY inspectors or auditors access to all property, equipment and facilities in CONTRACTOR'S custody or control related to the services provided or purchased under this Contract. CONTRACTOR shall be expected to provide, at CONTRACTOR'S expense, reasonable time by CONTRACTOR'S personnel as may be required for the COUNTY inspectors or auditors to perform the inspection or audit.

Any information provided to the auditors, which is deemed confidential by federal, state or local laws shall be held as confidential and not disclosed to the public.

XIX. NON-DISCLOSURE:

A. Acknowledgment of Confidential Relationship - CONTRACTOR hereby acknowledges and agrees that any Confidential Information disclosed to it by Brown County is for the limited purpose of providing services and CONTRACTOR will maintain the Confidential Information in confidence, and a confidential relationship will arise between CONTRACTOR and Brown County by reason of such submission and/or disclosure.

B. Use and Disclosure of Confidential Information. CONTRACTOR agrees neither to copy, sell, transfer, publish, disclose, display or otherwise use for its own benefit, nor to disclose to third parties, any Confidential Information whether from observation, from any materials submitted or from disclosures by Brown County hereunder. CONTRACTOR further agrees neither to make nor retain any copies of nor directly or indirectly use any process or other proprietary information disclosed to it or any process deceptively similar thereto without Brown County's prior written approval, which Brown County may withhold in its sole discretion. In no event shall

either party use Confidential Information in a way, which violates state or federal laws.

CONTRACTOR shall instruct its employees, agents and contractors of their obligations under this Agreement and instruct them to use the same care and discretion with respect to the Confidential Information and to not circumvent any security procedures or devices with respect to Confidential Information. The parties agree that the implementation of this signed Agreement will suffice for this purpose.

C. Title remains with Brown County. All innovations, inventions, devices, processes and/or formulas developed by CONTRACTOR for Brown County shall be deemed to be the sole property of Brown County. CONTRACTOR agrees to disclose in writing to Brown County any and all formulas, ingredient specifications and descriptions, processing methods, items, ideas or concepts which are directly related to work performed by CONTRACTOR on behalf of Brown County which constitute innovations or inventions developed by CONTRACTOR either solely or jointly in connection with work performed by CONTRACTOR at the request of any under assignment by Brown County. CONTRACTOR also agrees to assign to Brown County any and all interest it may have in such inventions or innovations, which are specified in relation to the product named.

D. Indemnification by CONTRACTOR. CONTRACTOR agrees to take precautions to avoid wrongful disclosures or use of Confidential Information and will indemnify Brown County and hold Brown County harmless from all losses, expenses or liability arising from or in connection with such unauthorized use or disclosure. In addition, CONTRACTOR acknowledges that in the event of a breach or threatened breach of this Agreement, irreparable damage will immediately occur to Brown County and CONTRACTOR will indemnify Brown County from all losses, liabilities and expenses incurred by Brown County as a result thereof.

XX. CONFLICT OF INTEREST:

A. **Interest in Contract** - No officer, employee or agent of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of any services or requirements to which this Contract pertains, shall have any personal interest, direct or indirect in this Contract.

B. **Interest of Other Local Public Officials** - No member of the governing body of the locality, who exercises any functions of responsibilities in the review or approval of the carrying out of this Contract, shall have any personal interest, direct or indirect, in this Contract.

C. **Interest of Contractor and Employees** - If CONTRACTOR is aware or becomes aware that any person described in Sections XX, A. and B. has any personal financial interest, direct or indirect, in this Contract; CONTRACTOR shall immediately disclose such knowledge to the COUNTY. The CONTRACTOR further covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The CONTRACTOR further covenants that in the performance of this Contract no person having any conflicting interest shall be employed.

XXI. DISCRIMINATION PROHIBITED:

A. CONTRACTOR shall not discriminate against any individual on the basis of age, race, creed, color, disability, marital status, sex, national origin, ancestry, membership in the National Guard, state defense force or any reserve component of the military forces of the United States or this state. CONTRACTOR may refuse to employ individuals based on conviction and arrest records only as allowed by Sec. 111.335, Wis. Stats.

B. The CONTRACTOR will cause the foregoing provisions to be inserted into all subcontracts, if any, for any work covered by this Contract so that such provision will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

XXII. INSURANCE:

A. The CONTRACTOR shall be solely responsible to meet CONTRACTOR'S insurance needs as required by the COUNTY during the terms of this Contract or any extension thereof.

B. The Certificate(s) of Insurance shall be issued by a company or companies authorized to do business in the State of Wisconsin and satisfactory to the COUNTY. Such insurance should be primary. CONTRACTOR shall furnish the COUNTY with a certificate of insurance and upon request, certified copies of the required insurance policies. The certificate(s) shall reference the Contract and name Brown County, its boards, commissions, agencies, officers, employees and representatives as additional insured and provide for thirty (30) days advance notice of any change, cancellation or non-renewal during the term of the Contract.

C. The CONTRACTOR shall not allow subcontractors, if any, to commence work until the aforementioned documents, where applicable, have been obtained from the subcontractor(s) and approved by the COUNTY.

D. No payments or disbursements under the Contract shall be made if such proof has not been furnished. Failure to submit an insurance certificate, as required, can make the Contract void at the COUNTY'S discretion.

XXIII.FORCE MAJEURE:

A. If the performance of any part of this Contract by CONTRACTOR is delayed or rendered impossible by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of governmental bodies, CONTRACTOR shall immediately give notice to the COUNTY of the nature of such conditions and the extent of delay and shall do everything possible to resume performance. If the period of nonperformance exceeds twenty-one (21) days from the receipt of notice of the Force Majeure Event, the COUNTY may, by giving written notice, terminate this Contract.

B. If the ability of the COUNTY to compensate the CONTRACTOR is delayed by reason of natural disaster, flood, fire, riot, explosion, war or actions or decrees of

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governmental bodies, the COUNTY shall immediately give notice to the CONTRACTOR of the nature of such conditions and the expected date that compensation will be made. Section 66.0135 Wisconsin Statutes shall not apply to any late payment by COUNTY due to circumstances under this paragraph.

XXIV. OTHER PROVISIONS:

A. **Publicity Releases -** CONTRACTOR agrees not to refer to award of this Contract in commercial advertising in such a manner that states or implies that the products or services provided are endorsed or preferred by Brown County.

B. **Independent Contractor -** CONTRACTOR agrees that it is working in the capacity of an Independent Contractor with respect to the services provided. Nothing in this Contract shall be considered to create the relationship of employer and employee between the parties.

XXV.NOTICES: Any and all notices shall be in writing and deemed served upon depositing same with the United States Postal Service as "Certified Mail, Return Receipt Requested", addressed to the CONTRACTOR at:

and to the COUNTY at:

Brown County Purchasing
305 E. Walnut Street, 5TH Floor
PO Box 23600
Green Bay, WI 54305-3600
Attention: **Dale DeNamur**

All other correspondence shall be addressed as above, but may be sent by "Regular Mail" and deemed delivered upon receipt by the addressee.

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BROWN COUNTY PURCHASING Dale C. DeNamur, Buyer Signature:_____ Date:_____ **BROWN COUNTY FACILITY AND PARK MANAGEMENT DEPARTMENT** Bill Dowell, Director Signature:_____ Date:_____ **Distribution**: Original – Purchasing Copy 1 – Contractor Copy 2 – Responsible Department	CONTRACTOR (To be signed by the person authorized to legally bind your firm to this Contract.) Firm: _____ Address: _____ City/State: _____ Zip Code: _____ BY: _____ (Manual Signature Required) TITLE: _____ DATE: _____

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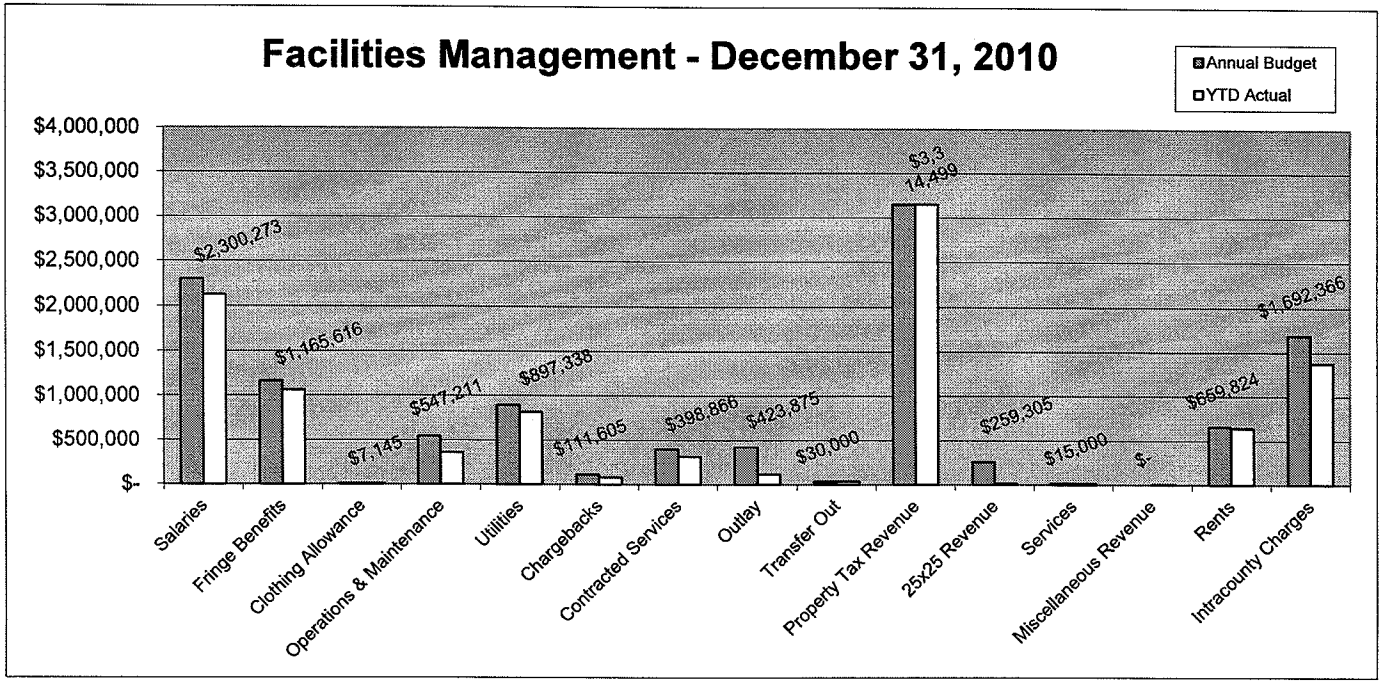
Brown County
Facilities Management
Budget Status Report
12/31/2010

	Annual Budget	YTD Actual	% of Budget
Salaries	$ 2,300,273	$ 2,126,099	92.43%
Fringe Benefits	$ 1,165,616	$ 1,063,333	91.22%
Clothing Allowance	$ 7,145	$ 5,413	75.76%
Operations & Maintenance	$ 547,211	$ 361,065	65.98%
Utilities	$ 897,338	$ 819,518	91.33%
Chargebacks	$ 111,605	$ 81,662	73.17%
Contracted Services	$ 398,866	$ 313,415	78.58%
Outlay	$ 423,875	$ 115,850	27.33%
Transfer Out	$ 30,000	$ 36,337	121.12%
Property Tax Revenue	$ 3,151,115	$ 3,151,115	100.00%
25x25 Revenue	$ 259,305	$ 14,305	5.52%
Services	$ 15,000	$ 15,000	100.00%
Miscellaneous Revenue	$ -	$ 753	
Rents	$ 659,824	$ 644,588	97.69%
Intracounty Charges	$ 1,692,366	$ 1,377,392	81.39%
Transfer In	$ 104,319	$ 115,965	111.16%

HIGHLIGHTS: Revised

Expenses: Expenses totaled $4,922,692 are 83.69% of annual budget

Revenues: Revenues totaled $5,319,118 and are 90.43% of annual budget.