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
E-mail bc_county_board@co.brown.wi.us

EXECUTIVE COMMITTEE
Mary Scray, Chair

EXECUTIVE COMMITTEE
Monday, June 7, 2010
6:30 p.m.
Room 200, Northern Building
305 E. Walnut Street

I. Call meeting to order.
II. Approve/modify agenda.
III. Approve/modify minutes of May 10, 2010.

Comments from the Public

Communications

1. Communication from Supervisor Lund – Look at the idea of establishing an ad hoc committee to examine possible sites for the Sheriff's department. *Referred from May County Board.*
2. Communication from Supervisor Fewell – Request to hire a Human Resources Director. *Referred from May County Board.*
3. Communication from Supervisor Scray re: With fears of revenue from State and Federal sources being cut, I am asking each Department Head to decide ahead of time where they could cut another 10%, if needed, while doing their budget process. This may include mandated services that department heads feel are not beneficial to County and the penalties are not severe.

Appointments by Executive Committee

4. Request for Members for the Legislative Sub Committee for 2010-2012 Session.

Legal Bills

5. Review and Possible Action on Legal Bills to be paid.

Reports

6. County Executive Report.
   a. Budget Status Financial Report for April 2010.

7. Internal Auditor Report.
   a. Budget Status Financial Report for April 2010.
   b. Human Services Audit Committee Update.
   c. Update on Human Resources Audit.
   d. Other.

#7e External Audit Contract Proposed Fees for 2010-2011

8. Labor Negotiator Report.

9. Board Attorney Report.
   a. **A closed session** pursuant to sec. 19.85(1)(9e), Wis. Stats., regarding labor negotiations with represented County employees which require a closed session for competitive or bargaining reasons.
   b. Status Report on State-mandated Services.
   c. Discussion and Approval or Amendment to the 2008 Service Agreement between Oneida Tribe of Indians of Wisconsin and Brown County.

Request to Fill Positions

10. Request to Fill Vacancy: Economic Support Specialist – Human Services.
11. MDS RN – CTC.
12. Secretary III – Planning.

Other

13. Discussion and possible action re: "Comments from the public regarding agenda items only" on the full County Board agenda. *Held for one month.*

Resolution, Ordinances

14. Resolution re: Change in Table of Organization Aging & Disability Resource Center.
15. Resolution re: Change in Table of Organization Corporation Counsel.
16. Resolution re: Change in Table of Organization Port and Solid Waste.

Other

17. Such other matters as authorized by law.

Mary Scray, Chair

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 EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Monday, May 10, 2010 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

Present: Mary Scray, Chair, Jesse Brunette, Tom DeWane, Bernie Erickson, Pat Evans, Tom Lund, Guy Zima

Also Present: Tom Hinz, Jayme Sellen, Fred Mohr, Lisa Wilson, Sara Perrizo, John Luetscher, Don Kocken, Debbie Klarkowski, Don VanderKelen Shelly Nackers, Bob Hermann, Joe VanDeurzen
Supervisors Andrews, Dantinne, Moynihan, Schuller, VanVonderen
Other Interested Parties

I. **Call Meeting to Order:**
The meeting was called to order Chair Mary Scray at 6:00 p.m.

II. **Approve/Modify Agenda:**
Item #15 was moved forward, although shown in proper format here.

Motion made by Supervisor Zima and seconded by Supervisor DeWane to approve the agenda as modified. MOTION APPROVED UNANIMOUSLY

III. **Election of Vice Chair:**
Motion by Supervisor DeWane to nominate Guy Zima as Vice-Chair of the Brown County Executive Committee. Nominations Closed.

GUY ZIMA elected as Vice-Chair of Brown County Executive Committee by unanimous ballot.

Chair Scray pointed out that County Code automatically names the Vice-Chair of the County Board as Chairman of the Executive Committee.

IV. **Set Time and Date for Regular Meetings:**

Motion made by Supervisor DeWane and seconded by Supervisor Lund to set the meeting time and date as the Monday before the County Board meeting at 6:30 p.m. MOTION APPROVED UNANIMOUSLY

V. **Approve/Modify Minutes of April 12, 2010:**

Motion made by Supervisor DeWane and seconded by Supervisor Brunette to approve the minutes. MOTION APPROVED UNANIMOUSLY

Comments from the Public/Such Other Matters as Authorized by Law:

Supervisor Evans arrived 6:07 p.m.

(Move to #15 on the agenda)
Communications:

III

1. **Communication from Supervisor Moynihan – Request for your consideration to amend the County Code Chapter 2.04(d) by striking the word "secret" and replace the word "open".** ***Referred from April County Board:***

Supervisor Moynihan explained that since submitting his communication to change the language in Chapter 2.04(d) from "secret" to "open" voting, he has changed his mind and would like to suggest it be left to the discretion of Board members at the time a Chair and Vice-Chair are elected.

Motion by Supervisor Lund and seconded by Supervisor Brunette to leave voting for the Chair and Vice-Chair either secret or open to the discretion of the Board members at the time of voting.

Supervisor Zima stated he sees no benefit to having an open ballot, that it only causes rancor, pressure, and hard feelings. He supports a secret ballot as it is the cornerstone of democracy.

Motion amended by Supervisor Lund and seconded by Supervisor Brunette to amend the Brown County ordinance to allow Board members discretion of an open or closed ballot prior to election of leadership.
Ayes: Brunette, Lund
Nays: Erickson, DeWane, Scray, Zima
MOTION FAILS 4-2

2. **Communication from Supervisor DeWane, - Review with possible action to move the 911 Communication Center under the control of the Brown County Sheriff. (Referred from April County Board:**

Supervisor DeWane explained he brought this issue forward to the Public Safety Committee to determine if there would be any cost savings. At the last Public Safety meeting he was told that there was a former User Board that oversaw the 911 Center and suggested this Board be brought back.

Motion by Supervisor Zima and seconded by Supervisor Evans to refer to the June meeting of the Public Safety Committee for further discussion.
MOTION APPROVED UNANIMOUSLY

3. **Communication from Supervisor Dantinne – To have Administration give us a 5-7 year capital plan so we can bond no more each year than we pay off, so we can lower our debt in the future and use less if on the dollars to pay interest and use it to pay for services.** ***Referred from April County Board:***

Supervisor Dantinne expressed his disapproval of bonding, stating he would rather the County have a fund for capital improvements that could grow each year. Additional discussion resulted in a recommendation to refer to Administration to develop a plan as part of the annual budget. Supervisor Zima asked that it include a schedules as to how much should be saved each year.

Motion made by Supervisor Zima and seconded by Supervisor DeWane to refer to Administration to develop a plan as part of the annual budget which includes schedules as to how much to save each year.
MOTION APPROVED UNANIMOUSLY

III

Appointment by Executive Committee:

4. **Re-establish Legislative Sub-Committee for 2010-2012 Session:**
Chair Scray explained that Supervisor Mike Fleck has requested the Legislative Sub-Committee be reinstated.

Motion made by Supervisor Lund and seconded by Supervisor Erickson to approve the re-establishment of the Legislative Sub-Committee for the session beginning in January 2011. MOTION APPROVED UNANIMOUSLY

Elected Officials Pay Scale:

5. **Salaries for Elected Officials:**
Supervisor Lund recommended that salaries for elected officials be increased at a 0% the 1st year 1% the second year, and 2% the 3rd and 4th years. Chair Scray disagreed with this formula stating she would only support a zero % increase the 1st and 2nd years, and a 1% the 3rd and 4th years.

Motion made by Supervisor Lund and seconded by Supervisor Zima to set the salaries of elected officials at 0% the 1st year, 1% the 2nd year, and 2% the 3rd and 4th years of the term.
Ayes: Brunette, Evans, Lund, Zima
Nays: Erickson, Scray
MOTION APPROVED 4-2

Legal Bills:

6. **Review and Possible Action on Legal Bills to be paid:**
Legal bills were reviewed and recommended for payment.

Motion made by Supervisor Zima and seconded by Supervisor Lund to approve. MOTION APPROVED UNANIMOUSLY

Reports:

6a. **Executive Committee Chair – LEAN Management Update:**
An article published by the Wisconsin Counties Associate written by County Executive Hinz was distributed and is attached. Hinz stated it is his vision to incorporate an innovative philosophy and work process known as "LEAN Management". This is a philosophy that seeks the involvement of all employees to eliminate waste, add value, and promote continuous improvement to work processes. (Please read attached article for details.)

Motion made by Supervisor Erickson and seconded by Supervisor Lund to receive and place on file. MOTION APPROVED UNANIMOUSLY

7. **Internal Auditor Report:**
   a. **Budget Status Financial Report for March 31, 2010:**
   Sara Perrizo reported that 48% of the operations and maintenance budget has been used due to full payment of WCA and NACO dues, along with charges for new VoIP phones installed in the Board office in March. In addition, 57% of the Contracted Services budget has been used due to partial payment of the 2009 external audit fees.

   Motion made by Supervisor Lund and seconded by Supervisor Erickson to approve. MOTION APPROVED UNANIMOUSLY

b. **Information Services Department Internal Controls Audit:**
Ms. Perrizo reported that she has completed an audit of the internal controls surrounding monetary receipts and disbursements in the Brown County Information Services (IS) Department. Her report included in packet material includes seven recommendations which have been addressed by Robert Heimann, IS Director.

Mr. Heimann is in agreement with the Internal Auditor's recommendation that there should be a tightening of controls in the storage room which holds technology equipment before installation. The Auditor recommended both badge controlled access and a security camera be considered. Although Heimann did not disagree with this, did opine that a motion detecting security camera strategically placed would be sufficient for control.

At the request of the Internal Auditor that both measures be implemented, the committee concurred.

Motion made by Supervisor DeWane and seconded by Supervisor Lund to approve recommendations in the Internal Auditor Report with reference to the IS storage room for two security measures, a security camera and badge controlled access.
MOTION APPROVED UNANIMOUSLY

c. **Other:**
The Internal Auditor also addressed an issue related to the number of employees with key access to departments, stating it is a County wide issue.

Supervisor Lund also pointed out there is a lack of security at the Adams Street door, stating he has used that entrance to find public who have come in out of the weather.

Ms. Perrizo was directed to review this issue to determine just who has what access. The County Executive Assistant offered to help her with this task.

Motion made by Supervisor Lund and seconded by Supervisor Erickson to direct Internal Auditor to review issues with employees who have key access to departments and report back with recommendations.
MOTION APPROVED UNANIMOUSLY

With regard to a question at the last meeting relative to who would serve in the event the Executive cannot, Ms. Perrizo reported that according to State Statute, the County Board Chair would fill in.

Ms. Perrizo reported that per a directive from this committee, she is meeting monthly with the Human Resources Department.

8. **County Executive Report:**
a. **Budget Status Financial Report for March 31, 2010:**

Motion made by Supervisor Zima and seconded by Supervisor DeWane to receive and place on file.

MOTION APPROVED UNANIMOUSLY

9. **Labor Negotiator Report:**
Don VanderKelen reported that given difficulties with the labor law he must work with, guidelines have been used for a two year contract as given to him by this committee with regard to a labor agreement with the Brown County Human Services professional employees. He indicated that Debbie Klarkowski, Human Resources Director, has given him excellent research materials and has participated in bargaining. Please see # 17 of packet material for details of the agreement which is to be signed tomorrow, May 11, 2010.

Motion made by Supervisor Zima and seconded by Supervisor Brunette to receive and place on file. MOTION APPROVED UNANIMOUSLY

VanderKelen reported that the union has made a claim that the issue of furloughs is mandatory bargaining. Although it was not disputed, Attorney Mohr has prepared a concept. (see below – 10a)

10. **Board Attorney Report:**
a. **Report on Furloughs:**
Fred Mohr reported that a tentative agreement has been received relative to the furlough concept he prepared with the Teamsters and with the independent unions. He is waiting for a response, which he predicts will be favorable from the ACSME unit. He explained there are actually three levels of furlough. Most of the furlough units except the 24/7 units and the Library will do a bifurcated furlough system with two days of unpaid leave that are mandated, those being the day after Thanksgiving, half of Christmas Eve, and half of New Years Eve. The balance of the three furlough days can be taken as unpaid leave or it can be substituted with accrued paid time off. The second tier of furlough days deals with represented employees who are 24/7 and the 3rd tier deals with non-represented employees.

A cost analysis has been completed which shows that the represented furlough program will save a minimum of $382,000. More significant is that through April 15th, the County has already saved $738,000 by not filling vacancies. If this is projected throughout the balance of the year, a possible $2.5 million savings is possible.

Motion made by Supervisor Zima and seconded by Supervisor Lund to receive and place on file. MOTION APPROVED UNANIMOUSLY

Standing Item:

11. **Review Brown County requirements of ID when applying for any Social Services from the County:** *Referred to April meeting:*

Supervisor Scray reported that this is an ongoing process. She referred to information in packet material received from API Services/Veridocs. She will continue to update the committee.

Motion made by Supervisor Lund and seconded by Supervisor Erickson to receive and place on file. MOTION APPROVED UNANIMOUSLY

III

Other:

12. **Discussion of Protocol in Absence of Committee Chair:**
Attorney Fred Mohr explained that present ordinance addresses the County Board and states that in the absence of the Committee Chair, the Vice-Chair will serve. Robert's Rules of Order also covers this item.

Motion made by Supervisor Evans and seconded by Supervisor DeWane to receive and place on file. MOTION APPROVED UNANIMOUSLY

13. **Discussion and Possible Action re: "Comments from the Public regarding Agenda Items Only" on the full County Board Agenda:**

Supervisor Zima questioned the need for this item to be on the agenda, noting that they have always allowed the public to speak. Attorney Mohr noted that he is not aware of any State Statute requiring this, although agreed to do further research and report back.

Motion made by Supervisor Zima and seconded by Supervisor Erickson to hold. MOTION APPROVED UNANIMOUSLY

14. **Discussion re: Agenda Deadlines and Possible Action if items are not received on time.** ***Held for one month:***

Chair Scray advised new Chairs that agenda items need to be in the County Board office the Tuesday before the meeting at 4 p.m. This can be done by mail, e-mail, or by phone. Any items received after this date may not get on the meeting agenda.

Motion made by Supervisor Erickson and seconded by Supervisor Evans to receive and place on file. MOTION APPROVED UNANIMOUSLY

Resolutions/Ordinances:

15. **Resolution re: Approving Buyer's Agency Representation Agreement for Acquisition of Real Estate for Brown County Sheriff's Department Operations.** ***Referred form April County Board:***

Board Counsel, Fred Mohr, explained that the Seller signs the listing contract, thereby agreeing to pay a commission to the Buyer's Agent who would represent the County in a transaction. The County would sign a contract with that agent and any commission that is paid is deducted from the Seller's fee, meaning there is zero cost to the Buyer.

Supervisor Erickson pointed out that the Buyer's Agreement identifies a specific real estate property. He asked that that language referring to 2684 Development Drive in the Village of Bellevue be stricken so that it is non-specific to a particular property.

Motion made by Supervisor Zima and seconded by Supervisor Lund to rewrite the 2nd Whereas of the Resolution ***Approving Buyer's Agency Representation Agreement for Acquisition of Real Estate for Brown County Sheriff's Department Operations to read:*** **The County has a potential interest for acquiring real estate for possible locations for the Brown County Sheriff's Department. MOTION APPROVED UNANIMOUSLY**

III

Supervisor Zima also asked that #'s 6, 7, 8, & 9 of the Buyer's Agreement be stricken as it is found confusing.

Motion made by Supervisor Zima and seconded by Supervisor Lund to strike #'s 6, 7, 8, & 9 of the Buyer's Agreement.
MOTION APPROVED UNANIMOUSLY

Supervisor Zima explained the reason for this action is to assure that no one would think the County would be responsible for any cost. The Buyer's Agent, Joe VanDeurzen, is not only looking at the potential of the Bellevue property, but any other that may be appropriate for the Sheriff's Department. He pointed out that moving the Sheriff's Department would save dollars by eliminating rental of the Denil building and other rental properties presently used for storage. Zima also addressed remodeling of the old Mental Health Center, stating the cost makes it prohibitive.

Zima explained that although the County is also looking at the Orde Advertising building and other properties, the S&L Building in Bellevue appears to be the best fit for Sheriff Department needs. He explained that interest rates are at the lowest in many years, the Federal Government offers a 35-45% rebate on the interest if an unoccupied building is purchased, there is high unemployment with contractors looking for work, in addition to a stressed property available at a low price.

County Executive Hinz added that the issue began when the Sheriff was looking for a new location for the Drug Task Force. He reiterated that the Buyer's Agent Contract will not cost Brown County anything. He spoke highly of Joe VanDeurzen who is a former Brown County Supervisor and who also has a prior history in law enforcement. He has the trust of the County Board, knows the real estate market, and knows the needs of the Sheriff's Department.

16. **Resolution re: Change in Table of Organization Department of Administration:**

Motion made by Supervisor Erickson and seconded by Supervisor Lund to approve. MOTION APPROVED UNANIMOUSLY

17 **Resolution re: Authority to Executive a 2010-2011 Labor Agreement with the Brown County Human Services Professional Employees:.**

Motion made by Supervisor Evans and seconded by Supervisor DeWane to approve. MOTION APPROVED UNANIMOUSLY

Other:
18. **Such Other Matters as Authorized by Law:** None

Motion made by Supervisor Lund and seconded by Evans to adjourn at 8:16 p.m. MOTION APPROVED UNANIMOUSLY

Respectfully submitted,

Rae G. Knippel
Recording Secretary

III

ATTORNEY BILLS SUBMITTED TO THE EXECUTIVE COMMITTEE
FOR JUNE 7, 2010 MEETING FOR APPROVAL AND PAYMENT

LAW FIRM	INVOICE NUMBER	DATE	AMOUNT	FOR
Atty. Frederick Mohr	4654	4/30/2010	$1,209.00	Correction Officers, Sheriff's Dept. (Van Ianen), Teamsters, Electricians, Library, Telecommunicators
Michael, Best & Friedrich	1106370	5/18/2010	165.10	Fox River Cleanup - Ins.
	1106371	5/18/2010	7,707.00	API & ncr V. Geo. A Whiting, et al
		TOTAL ----------	9081.10	

In Account With
FREDERICK J. MOHR LLC
ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

RECEIVED
MAY 05 2010
Human Resources

BROWN COUNTY HUMAN RESOURCES
C/O KAY LENZEN
305 EAST WALNUT STREET
GREEN BAY WI 54301

April 30, 2010
Account No: 2647M

Correction Officers	$156.00
Sheriff's Dept. (Van Lanen)	$1,735.50
Teamsters	$585.00
Electricians	$156.00
Library	$370.50
Telecommunicators	$0.00
	$3,003.00

Interest accrues at the rate of 1% per month on all balances over 30 days.

In Account With
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ATTORNEY AT LAW
414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES
C/O KAY LENZEN
305 EAST WALNUT STREET
GREEN BAY WI 54301

April 30, 2010
Account No: 2647-0M
Statement No: 4654

Correction Officers

	Hours	
Attention to Letter from Kirchman	0.20	39.00
Attention to Letter from WERC	0.20	39.00
Attention to Letter from WERC	0.20	39.00
Letter to Debbie	0.20	39.00
For Current Services Rendered	0.80	156.00
Total Current Work		156.00
Balance Due		$156.00

Account No: 2647-4M
Statement No: 4654

Sheriff's Dept. (Van Lanen)

Previous Balance		$994.50
	Hours	
Telephone Conference with Gossage	0.20	39.00
Letter to Attorney Fairweather	0.20	39.00
Attention to Letter from Attorney Fairweather	0.20	39.00
Letter to Debbie	0.20	39.00
Drafting of Request for Arbitration	0.40	78.00

In Account With
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Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES

April 30, 2010
Account No: 2647-4M
Statement No: 4654

Sheriff's Dept. (Van Lanen)

		Hours	
	Letter to WERC	0.20	39.00
	Letter to Debbie	0.20	39.00
	Preparation for Arbitration	1.00	195.00
	Attention to Letter from WERC	0.20	39.00
	Telephone Conference with Attorney Fairweather	0.20	39.00
	Attention to Letter from Attorney Fairweather	0.20	39.00
	Letter to Attorney Fairweather	0.20	39.00
	Attention to Letter from Gossage	0.20	39.00
	Attention to Letter from Attorney Fairweather	0.20	39.00
	Letter to Attorney Fairweather	0.20	39.00
	Attention to Letter from Attorney Fairweather	0.20	39.00
	Letter to WERC	0.20	39.00
	Attention to Letter from WERC	0.20	39.00
	For Current Services Rendered	4.60	897.00
	Total Current Work		897.00
04/09/10	Less Payment Received		-156.00
	Balance Due		$1,735.50

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In Account With
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414 East Walnut Street, Suite 101, P.O. Box 1015, Green Bay, WI 54305-1015
Tel: (920) 437-5441 Fax: (920) 437-5443

BROWN COUNTY HUMAN RESOURCES

April 30, 2010
Account No: 2647-5M
Statement No: 4654

Teamsters

	Previous Balance	$1,053.00
04/09/10	Less Payment Received	-351.00
04/30/10	Less Payment Received	-117.00
	Payments thru 04/30/10	-468.00
	Balance Due	$585.00

Account No: 2647-6M
Statement No: 4654

Electricians

		Hours	
	Previous Balance		$1,150.50
	Attention to Letter from Arbitrator	0.20	39.00
	Letter to Debbie	0.20	39.00
	Letter to Gratz	0.20	39.00
	Attention to Letter from Gratz	0.20	39.00
	For Current Services Rendered	0.80	156.00
	Total Current Work		156.00
04/09/10	Less Payment Received		-1,150.50
	Balance Due		$156.00

In Account With
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ATTORNEY AT LAW
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BROWN COUNTY HUMAN RESOURCES

April 30, 2010
Account No: 2647-7M
Statement No: 4654

Library

	Previous Balance	$565.50
04/30/10	Less Payment Received	-195.00
	Balance Due	$370.50

Account No: 2647-8M
Statement No: 4654

Telecommunicators

	Previous Balance	$921.00
04/09/10	Less Payment Received	-921.00
	Balance Due	$0.00
	Total Balance Due	$3,003.00

Interest accrues at the rate of 1% per month on all balances over 30 days.

IN ACCOUNT WITH

MICHAEL BEST
& FRIEDRICH LLP

One South Pinckney Street
P.O. Box 1806
Madison, Wisconsin 53701-1806
FAX 608.283.2275
Telephone 608.257.3501

Michaelbest.com

John F. Luetscher
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Client: 018236

May 18, 2010
Invoice No. 1106370

EIN 39-0934985

Due Upon Presentation
Return Upper Portion with Payment

Invoice No. 1106370
For Professional services rendered through April 30, 2010, as follows:

Matter: 018236-0042 Fox River Cleanup - Insurance

4/5/10	C Smith	Correspondence to Attorney Luetscher providing CNA payment.	0.10	$32.00
4/16/10	C Smith	Correspondence to CNA and Wausau tendering defense costs for payment; update defense cost tracker.	0.20	$64.00
4/30/10	C Smith	Revise defense cost tracking chart; correspondence to Attorney Luetscher regarding defense payments.	0.20	$64.00

Total Hours 0.50

Total Services $160.00

Disbursements:

Photocopying 5.10

Disbursements Total $5.10

Total This Matter $165.10

Balance from previous statement $1,771.00

Payments received (1,123.05)

Current Balance $813.05

MICHAEL BEST
& FRIEDRICH LLP

IN ACCOUNT WITH

MICHAEL BEST
& FRIEDRICH LLP

One South Pinckney Street
P.O. Box 1806
Madison, Wisconsin 53701-1806
FAX 608.283.2275
Telephone 608.257.3501

Michaelbest.com

Client: 018236

May 18, 2010
Invoice No. 1106370

Matter: **018236-0042** **Fox River Cleanup - Insurance**

ATTORNEY BREAKDOWN

Attorney	Title	Hours Worked	Billed Per Hour	Bill Amount
C Smith	Partner	0.5	$320.00	$160.00
Totals		**0.50**		**$160.00**

MICHAEL BEST
& FRIEDRICH LLP

IN ACCOUNT WITH

MICHAEL BEST
& FRIEDRICH LLP

One South Pinckney Street
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John F. Luetscher
Brown County Corporation Counsel
Northern Building - Room 680
305 East Walnut Street
PO Box 23600
Green Bay, WI 54305-3600

Client: 018236

May 18, 2010
Invoice No. 1106371

EIN 39-0934985

Due Upon Presentation
Return Upper Portion with Payment

Invoice No. 1106371
For Professional services rendered through April 30, 2010, as follows:

Matter: 018236-0044 API and NCR v. George A. Whiting, et al.

4/1/10	I Pitz	Continue drafting summary judgment motion; review Green Bay's motion; discussion with AJWildeman regarding testing; telephone conference with Mr. Chuck Larscheid to discuss declaration.	6.80	$2,550.00
4/2/10	A Wildeman	Conference with RVExum regarding sampling data of discharges from Bayport facility; review summary of same; review draft summary judgment motion; incorporate language regarding sampling data; send all to IAJPitz for review.	1.20	$228.00
4/2/10	R Exum	Complete review of production documents for Bay Port PCB test results and finalize test result summary.	3.60	$504.00
4/5/10	I Pitz	Review other parties' motion filings.	5.50	$2,062.50
4/6/10	I Pitz	Continue reviewing Fox River litigation filings.	3.40	$1,275.00
4/15/10	I Pitz	Read order on motion to stay and other recent case filings.	1.20	$450.00
4/19/10	I Pitz	Respond to EPA's document subpoena; discuss same with counsel for EPA.	1.70	$637.50

Total Hours 23.40

Total Services $7,707.00

Disbursements:

MICHAEL BEST
& FRIEDRICH LLP

5

IN ACCOUNT WITH

MICHAEL BEST
& FRIEDRICH LLP

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P.O. Box 1806
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Telephone 608.257.3501

Michaelbest.com

Client: 018236

May 18, 2010
Invoice No. 1106371

Matter: **018236-0044** **API and NCR v. George A. Whiting, et al.**

Total This Matter	**$7,707.00**
Balance from previous statement	$17,384.50
Payments received	(10,895.00)
Current Balance	$14,196.50

MICHAEL BEST
& FRIEDRICH LLP

MICHAEL BEST
& FRIEDRICH LLP

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Madison, Wisconsin 53701-1806
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Michaelbest.com

Client: 018236

May 18, 2010
Invoice No. 1106371

Matter: **018236-0044** **API and NCR v. George A. Whiting, et al.**

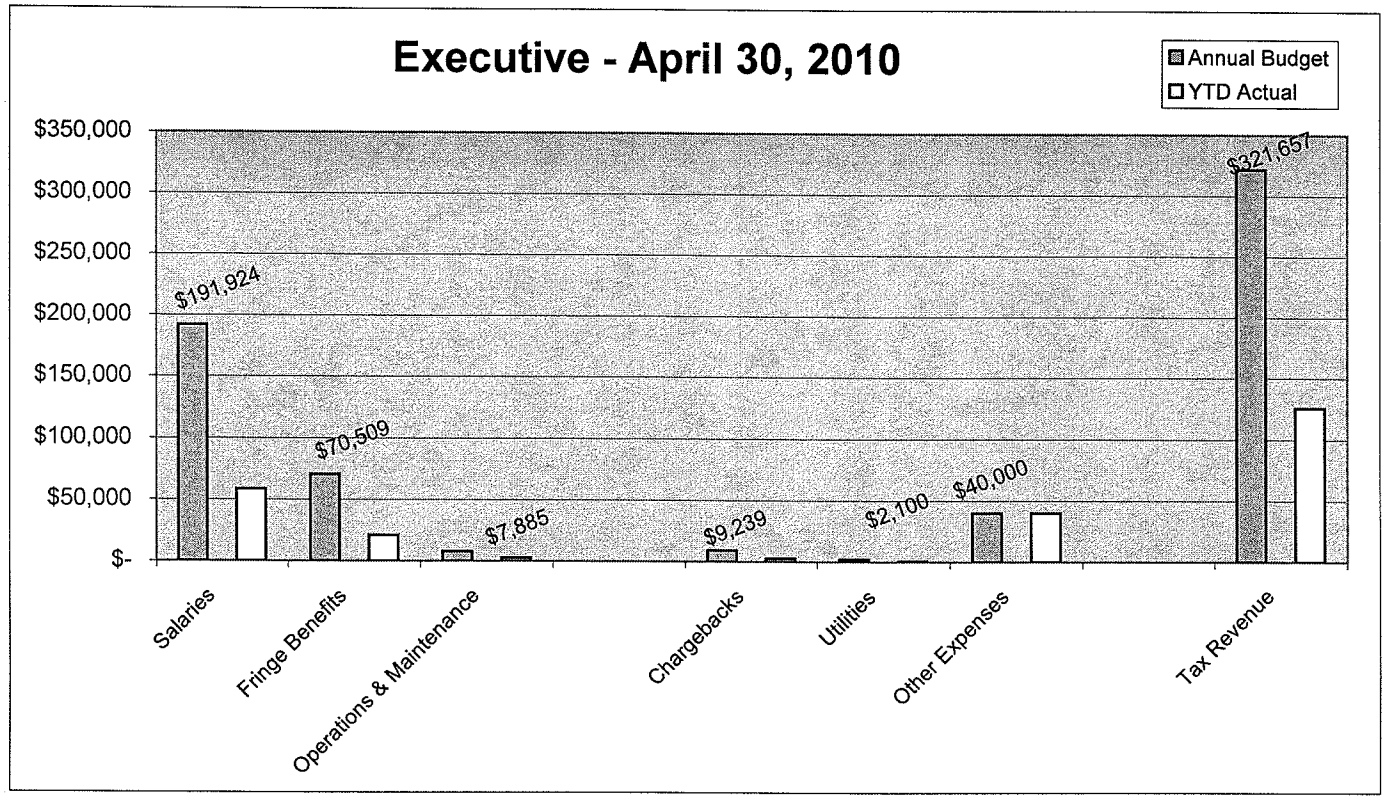
ATTORNEY BREAKDOWN

Attorney	Title	Hours Worked	Billed Per Hour	Bill Amount
A Wildeman	Associate	1.2	$190.00	$228.00
I Pitz	Partner	18.6	$375.00	$6,975.00
R Exum	Paralegal	3.6	$140.00	$504.00
Totals		**23.40**		**$7,707.00**

Brown County
Executive
Budget Status Report
4/30/2010

HIGHLIGHTS:

	Annual Budget	YTD Actual
Salaries	$ 191,924	$ 58,597
Fringe Benefits	$ 70,509	$ 20,950
Operations & Maintenance	$ 7,885	$ 2,763
Chargebacks	$ 9,239	$ 2,644
Utilities	$ 2,100	$ 633
Other Expenses	$ 40,000	$ 40,000
Tax Revenue	$ 321,657	$ 125,586



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PRODUCTION *Brown Co* PRODUCTION

Executive Budget Report April 2010

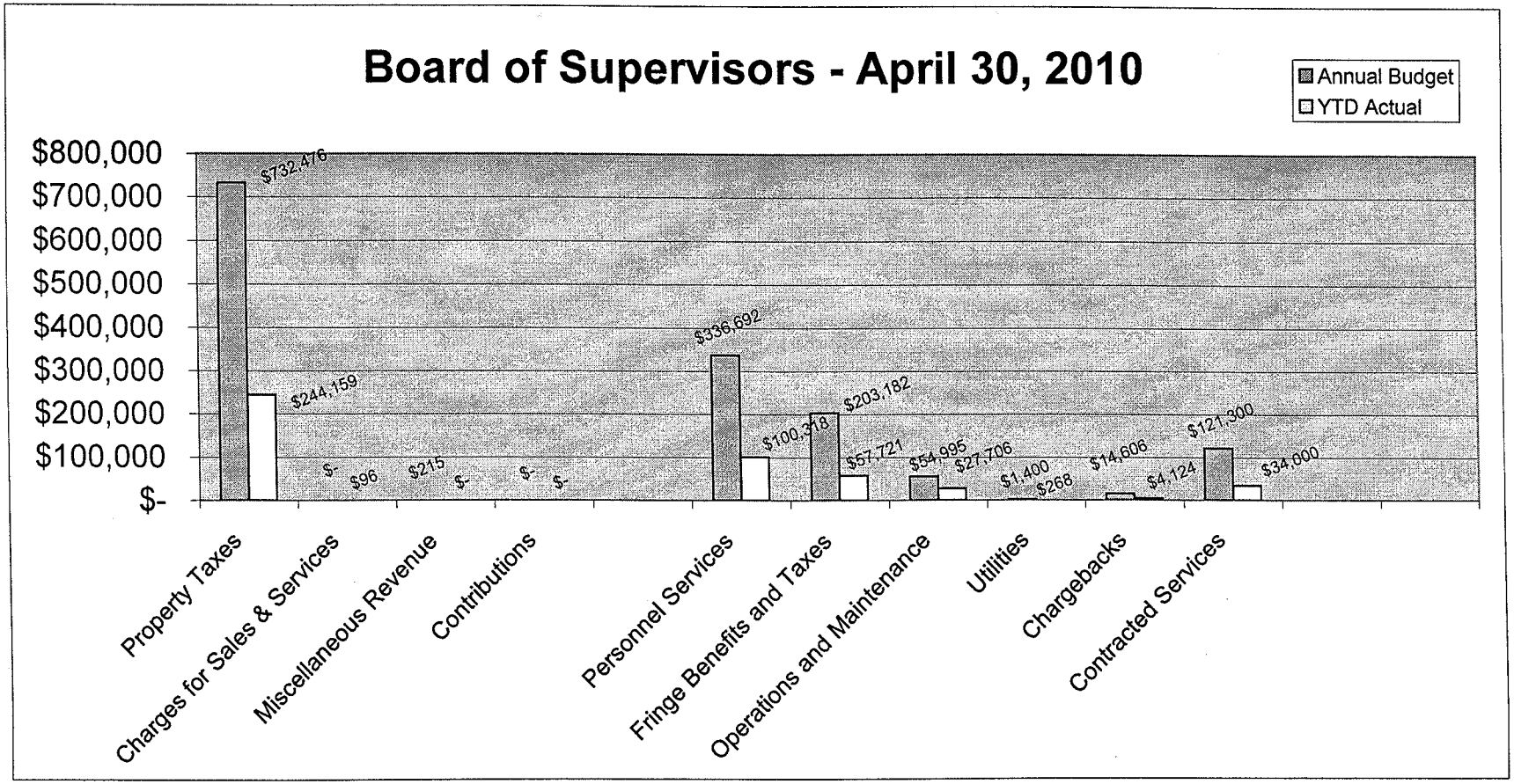
Summary

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	% Used / Rec'd	Prior Year Total
Fund: 100 - GF									
Revenues									
PTX - Property taxes	321,657.00	0.00	321,657.00	26,804.75	0.00	107,219.00	214,438.00	33%	346,714.00
TRI - Transfer in	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	1,841.00
Revenue Totals:	$321,657.00	$0.00	$321,657.00	$26,804.75	$0.00	$107,219.00	$214,438.00	33%	$348,555.00
Expenditures									
PER - Personnel services	191,924.00	0.00	191,924.00	15,420.30	0.00	58,597.14	133,326.86	31%	202,735.34
FBT - Fringe benefits and taxes	70,509.00	0.00	70,509.00	5,346.79	0.00	20,949.80	49,559.20	30%	67,767.59
OPM - Operations and maintenance	7,885.00	0.00	7,885.00	499.54	0.00	2,762.83	5,122.17	35%	4,419.29
UTL - Utilities	2,100.00	0.00	2,100.00	128.14	0.00	632.64	1,467.36	30%	2,007.29
CHG - Chargebacks	9,239.00	0.00	9,239.00	755.26	0.00	2,644.06	6,594.94	29%	9,030.52
CON - Contracted services	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00
OTH - Other	40,000.00	0.00	40,000.00	0.00	0.00	40,000.00	0.00	100%	50,000.00
Expenditure Totals:	$321,657.00	$0.00	$321,657.00	$22,150.03	$0.00	$125,586.47	$196,070.53	39%	$335,960.03
Revenue Total:	$321,657.00	$0.00	$321,657.00	$26,804.75	$0.00	$107,219.00	$214,438.00	33%	$348,555.00
Expenditure Total:	$321,657.00	$0.00	$321,657.00	$22,150.03	$0.00	$125,586.47	$196,070.53	39%	$335,960.03
Fund: 100 Net Total	$0.00	$0.00	$0.00	$4,654.72	$0.00	($18,367.47)	$18,367.47		$12,594.97
Revenue Grand Total:	$321,657.00	$0.00	$321,657.00	$26,804.75	$0.00	$107,219.00	$214,438.00	33%	$348,555.00
Expenditure Grand Total:	$321,657.00	$0.00	$321,657.00	$22,150.03	$0.00	$125,586.47	$196,070.53	39%	$335,960.03
Grand Total:	$0.00	$0.00	$0.00	$4,654.72	$0.00	($18,367.47)	$18,367.47		$12,594.97

Brown County
Board of Supervisors
Budget Status Report

4/30/2010	Annual Budget	YTD Actual
Property Taxes	$ 732,476	$ 244,159
Charges for Sales & Services	$ -	$ 96
Miscellaneous Revenue	$ 215	$ -
Contributions	$ -	$ -
Personnel Services	$ 336,692	$ 100,318
Fringe Benefits and Taxes	$ 203,182	$ 57,721
Operations and Maintenance	$ 54,995	$ 27,706
Utilities	$ 1,400	$ 268
Chargebacks	$ 14,606	$ 4,124
Contracted Services	$ 121,300	$ 34,000

Highlights:
50% of the Operations and Maintenance budget has been used due to full payment of WCA and NACO dues and charges for new VoIP phones installed in the Board office in March.
67% of the Contracted Services budget has been used due to partial payment of the 2009 external audit fees.



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PRODUCTION *Brown Co* PRODUCTION

April 2010 Budget Report - County Board

Summary

Classification	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget Less YTD Transactions	% Used / Rec'd	Prior YTD Total
Fund: 100 - GF									
Revenues									
PTX - Property taxes	732,476.00	0.00	732,476.00	61,039.67	0.00	244,158.68	488,317.32	33%	252,796.00
CSS - Charges for sales and services	0.00	0.00	0.00	23.63	0.00	96.41	(96.41)	+++	0.00
MRV - Miscellaneous revenue	215.00	0.00	215.00	0.00	0.00	0.00	215.00	0%	204.00
CTB - Contributions	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00
TRI - Transfer in	0.00	0.00	0.00	0.00	0.00	0.00	0.00	+++	0.00
Revenue Totals:	$732,691.00	$0.00	$732,691.00	$61,063.30	$0.00	$244,255.09	$488,435.91	33%	$253,000.00
Expenditures									
PER - Personnel services	336,692.00	0.00	336,692.00	24,266.57	0.00	100,317.56	236,374.44	30%	101,304.62
FBT - Fringe benefits and taxes	203,182.00	0.00	203,182.00	9,452.66	0.00	57,721.15	145,460.85	28%	59,208.65
OPM - Operations and maintenance	54,995.00	0.00	54,995.00	1,234.59	0.00	27,706.16	27,288.84	50%	28,724.31
UTL - Utilities	1,400.00	0.00	1,400.00	47.77	0.00	268.27	1,131.73	19%	420.42
CHG - Chargebacks	14,606.00	0.00	14,606.00	1,180.09	0.00	4,123.51	10,482.49	28%	4,506.67
CON - Contracted services	121,300.00	0.00	121,300.00	0.00	47,800.00	34,000.00	39,500.00	67%	47,100.00
Expenditure Totals:	$732,175.00	$0.00	$732,175.00	$36,181.68	$47,800.00	$224,136.65	$460,238.35	37%	$241,264.67
Revenue Total:	$732,691.00	$0.00	$732,691.00	$61,063.30	$0.00	$244,255.09	$488,435.91	33%	$253,000.00
Expenditure Total:	$732,175.00	$0.00	$732,175.00	$36,181.68	$47,800.00	$224,136.65	$460,238.35	37%	$241,264.67
Fund: 100 Net Total	$516.00	$0.00	$516.00	$24,881.62	($47,800.00)	$20,118.44	$28,197.56		$11,735.33
Revenue Grand Total:	$732,691.00	$0.00	$732,691.00	$61,063.30	$0.00	$244,255.09	$488,435.91	33%	$253,000.00
Expenditure Grand Total:	$732,175.00	$0.00	$732,175.00	$36,181.68	$47,800.00	$224,136.65	$460,238.35	37%	$241,264.67
Grand Total:	$516.00	$0.00	$516.00	$24,881.62	($47,800.00)	$20,118.44	$28,197.56		$11,735.33

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Schenck
Business Solutions
BETTER PEOPLE. BETTER RESULTS.

May 3, 2010

Brown County Board of Supervisors
c/o Ms. Cheryl Corbeille, Purchasing Manager
Brown County
Northern Building
305 E. Walnut St., Room 580
Green Bay, WI 54301

Dear Ms. Corbeille:

In accordance with our discussions, set forth below are proposed fees for a two-year extension of our auditing services contract. This extension will extend to Brown County and Schenck SC the same conditions and requirements included in our original proposal for audit services.

Proposed Fees for Auditing Services

	Audit Year 2010	Audit Year 2011
Audit of Fund Financial Statements and Supplemental Information; including opinion on the County's state financial report.	$79,300	$80,900

If our proposal is accepted, Schenck SC would submit annual engagement letters to the County to detail the scope of the audit and to outline the responsibilities of each party.

We sincerely appreciate the opportunity to continue our relationship with the County. We currently provide auditing services to over 250 Wisconsin municipalities. Because of our experience and extensive background with County government, we believe the auditing services we deliver to our municipal clients provide benefits that exceed those provided by other CPA firms.

If you have any questions or desire any additional information, please don't hesitate to contact us.

Sincerely,

David L. Maccoux

David L. Maccoux, CPA

The above proposed fees are accepted to extend the auditing services contract to the 2010 and 2011 audits.

BROWN COUNTY

_____
Signature

_____
Date

AGN INTERNATIONAL
2200 Riverside Drive • P.O. Box 23819 • Green Bay, WI 54305-3819 • schencksolutions.com
Phone: 920-436-7800 • 800-676-0829 • Fax: 920-436-7808
families in good company
Schenck sc

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AMENDMENT TO
SERVICE AGREEMENT
BETWEEN
ONEIDA TRIBE OF INDIANS OF WISCONSIN
AND
BROWN COUNTY

This Amendment is entered into by and between the ONEIDA TRIBE OF INDIANS OF WISCONSIN (the "Tribe"), a federally recognized and treaty Tribe, and BROWN COUNTY (the "County"), a county government organized under the laws of the State of Wisconsin (collectively, the "parties").

The parties entered into a Service Agreement on June 29, 2008, and amended the Service Agreement on September 16, 2009. The parties agree to further amend the Service Agreement as follows:

1. The following sentences contained within Paragraph 5(a) are deleted in their entirety:

   "The value of each parcel of Tribal Trust Land acquired during the previous year will be pro-rated by multiplying the value of the Tribal Trust Land, as agreed to by the parties, by the number of days remaining in the year at the time of trust acquisition and dividing the result of that multiplication by 365. If the Tribe owns fee title prior to trust acquisition, the Tribe will pay ad valorem property taxes pro-rated to the date of trust acquisition."

   The deleted sentences are replaced with the following:

   "If the Tribe owns fee title to a parcel of land prior to trust acquisition, the Tribe will pay ad valorem property taxes for the entire year in which the property is taken into trust status. The value of the parcel at the time of trust acquisition shall be added to the valuation of Tribal Trust Land in succeeding years."

2. Paragraph 17 is added to the agreement:

   HEALTH AND SAFETY

   a. Tribal law addresses zoning, building, nuisance, health and land use regulations ("Health and Safety Regulations") which are applicable to the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land in accordance with tribal law. County ordinances addressing Health and Safety Regulations do not apply to Tribal Members on the Reservation.

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b. The County and the Tribe agree to work together to continue improving the neighborhood services each government provides. The County and the Tribe recognize that communication between the parties is the best way to achieve this goal.

c. The Tribe will enact Health and Safety Regulations at least as stringent as the County's Health and Safety Regulations to be applicable to the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land in accordance with tribal laws in those portions of Reservation located within the County.

d. The County agrees to forward Health and Safety Regulation issues concerning the Tribe, Tribal Members, and individuals and businesses leasing, occupying or otherwise using Tribal Land to the appropriate tribal staff. If necessary, the tribal staff shall then disseminate the concern to more appropriate tribal staff who shall address the concern. The Tribe agrees to identify at all times at least one contact person for such issues. The Tribe further agrees to send the final summary report outlining the resolution/findings of the Tribe's investigation to the County at the conclusion of the Tribe's process.

All other terms and conditions of the Service Agreement shall remain in full force and effect.

IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

BROWN COUNTY

Date: _____

By: _____
Guy Zima, County Board Chairman

Date: _____

By: _____
Tom Hinz, County Executive

Seal of Brown County

ONEIDA TRIBE OF INDIANS OF WISCONSIN

Date: _____

By: _____
Richard G. Hill, Tribal Chairman

Seal of the Oneida Tribe of Indians of Wisconsin

SERVICE AGREEMENT

BETWEEN

ONEIDA TRIBE OF INDIANS OF WISCONSIN

AND

BROWN COUNTY

THIS AGREEMENT, by and between the ONEIDA TRIBE OF INDIANS OF WISCONSIN (the "Tribe"), a federally recognized and treaty Tribe, and BROWN COUNTY (the "County"), a county government organized under the laws of the State of Wisconsin (collectively, the "parties"),

WITNESSETH:

WHEREAS, the Tribe and the County have been good neighbors and desire the spirit of cooperation between the two governments to continue; and

WHEREAS, the Oneida Reservation was established pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566; and

WHEREAS, the boundaries of the Oneida Reservation and the boundaries of the County overlap, and portions of the County are within the Oneida Reservation; and

WHEREAS, the Tribe owns fee title to parcels of land located within the County, and the Tribe may apply to have such parcels taken into trust by the United States; and

WHEREAS, the United States holds title to certain parcels of land within the County in trust for the benefit of the Tribe ("Tribal Trust Lands"); and

WHEREAS, the Tribe and the County provide services which benefit properties within the Oneida Reservation and the County; and

WHEREAS, the County derives revenue from the taxation of real property, among other things; and

WHEREAS, Tribal Trust Lands are exempt from state taxation due to the Tribe's status as a sovereign; and

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WHEREAS, the Tribe and the County enjoy a relationship of mutual trust and respect; and

WHEREAS, both the Tribe and the County exercise jurisdiction and provide governmental services within their respective territories, and both recognize the importance of collaborative efforts to mitigate costs associated with providing governmental services; and

WHEREAS, the Tribe is willing to pay for services provided by the County which benefit Tribal Trust Lands and the County is willing to recognize the value of services provided by the Tribe by applying credits against the Tribe's payment for services; and

WHEREAS, it is mutually beneficial to both governments to put their understandings in writing;

The Tribe and the County hereby agree to the following terms and conditions:

1. **DEFINITIONS.** For purposes of this Agreement, the following terms shall have the following meanings:

   a. "Class III Gaming" has the meaning ascribed to it in the Indian Gaming Regulatory Act, 25 U.S.C. § 2703(8).

   b. "Gaming Compact" means an agreement entered into between the Tribe and the State of Wisconsin pursuant to the Indian Gaming Regulatory Act, 25 U.S.C. § 2701, et seq., for the conduct of Class III Gaming on the Tribe's Indian lands within the State of Wisconsin.

   c. "Governmental Purposes" means the use of land by Tribal programs, departments, or agencies in furtherance of Tribal governmental services or responsibilities, or the dedication of land for the promotion of the general health and welfare. Governmental Purposes include, but are not limited to, use of land for law enforcement facilities, social service facilities, health care facilities, governmental offices, parks and trails, and subsidized low-income housing. Governmental Purposes do not include the use of land for gaming facilities or other commercial activities which are intended to generate revenue.

   d. "Oneida Reservation" or "Reservation" means the land set aside for the use and occupancy of the Tribe and its members pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, encompassing approximately 65,400 acres.

   e. "Tribal Fee Land" means land to which the Tribe holds title in fee simple.

   f. "Tribal Trust Land" means land to which the United States holds title for the benefit of the Tribe pursuant to federal law.

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2. **TERM.** The term of this Agreement shall be fifteen (15) years, commencing on June 30, 2008 and ending on October 31, 2023, unless earlier terminated pursuant to sections 11 or 12 below.

3. **LAW ENFORCEMENT.**

   a. The Tribe shall provide primary police service protection for those geographic areas designated in Attachment A. The parties agree to update Attachment A as circumstances may warrant.

   b. The Tribe shall call for mutual aid in the form of back-up/secondary assistance for police, ambulance, emergency medical or rescue services when needed.

   c. The County shall provide mutual aid in the form of back-up/secondary assistance for police services and protection to persons and property when requested by the Tribe.

   d. When requested by the County, the Tribe shall provide mutual aid in the form of secondary/back-up assistance for police, ambulance, emergency medical or rescue services, within the limitations of services provided by the Tribe.

4. **EMERGENCY SERVICES PLANNING.** The parties shall designate representatives who shall meet at least once annually to review emergency responder coordination, public safety strategy, disaster mitigation and recovery, and other issues related to short-term and long-range planning for emergency services. These representatives will submit an annual report to the Tribe and the County detailing readiness, suggestions for improvement, and recommendations for allocation of funds associated with this Agreement.

5. **COMPENSATION.**

   a. Net Cost of Governmental Services (CGS). The parties will calculate the net cost of governmental services by employing the following formula:

      The value of Tribal Trust Land (V) will be multiplied by the tax rate (TR), and the result of that multiplication will be divided by the total tax levy (TL) to arrive at a percentage which will be applied to each County budget line item (BL) for services benefitting Tribal Trust Land. Percentage credits (PC) will then be applied to offset the cost of governmental services provided by the Tribe.

   The net cost of governmental services for each County budget line item may be expressed as follows:

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$$\left(\frac{(V \times TR)}{TL} \times BL \right) \times PC = CGS$$

The aggregate of the net costs of governmental services for each County budget line item shall be the total net cost of governmental services.

The value of Tribal Trust Land (V) will be the value, as agreed to by the parties and reflected in Attachment B, of all Tribal Trust Land within the County excluding the value of Tribal Trust Land used for or dedicated to Governmental Purposes.

The tax rate (TR) will be the actual tax rate for the preceding calendar year.

The tax levy (TL) will be the value in the preceding calendar year of all land within the County, including the value of Tribal Trust Land, multiplied by the tax rate.

The budget line items (BL) will be the actual expenditures for the preceding calendar year for each County budget line item determined by the parties to benefit Tribal Trust Land, as reflected in Attachment C.

The percentage credit (PC) shall be the percentages agreed to by the parties and reflected in Attachment C.

In determining the net cost of governmental services for each year, the parties will utilize the actual, audited County budget expenditures for the previous year and the valuation of Tribal Trust Land for the previous year. For example, the payment for the year 2008 will be determined based upon the actual, audited County budget expenditures for the year 2007 and the valuation of Tribal Trust Land for the year 2007. The value of each parcel of Tribal Trust Land acquired during the previous year will be pro-rated by multiplying the value of the Tribal Trust Land, as agreed to by the parties, by the number of days remaining in the year at the time of trust acquisition and dividing the result of that multiplication by 365. If the Tribe owns fee title prior to trust acquisition, the Tribe will pay ad valorem property taxes pro-rated to the date of trust acquisition.

The final payment required under this Agreement will be due in the year 2023 and will be based upon the actual, audited County budget expenditures for the year 2022 and the value of Tribal Trust Land for the year 2022.

b. Annual Meeting. The parties will meet on or before July 31st of each year to review and discuss the valuation of Tribal Trust Land, Tribal Trust Land acquisitions during the previous fiscal year, the cost of governmental services

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provided by the Tribe and the corresponding percentage credits to which the Tribe is entitled. The parties agree to update Attachments B and C on an annual basis.

c. Invoices and Payment. On or before August 31st of each year, the County will submit an invoice to the Tribe reflecting the net cost of governmental services for the previous year. The Tribe will make payment to the County on or before September 30th of each year, unless the Tribe disputes the invoice by initiating the dispute resolution procedures set forth in section 9 below, in which case the Tribe may make partial payment or may withhold payment.

6. **ONEIDA LAND INTO TRUST.** The County will not oppose the Tribe's applications to place Tribal Fee Land into trust during the term of this Agreement if the Tribal Fee Land meets either of the following criteria: 1) the Tribe has held fee title to the land for a period of three (3) years or more prior to the date of the application; or 2) prior to the Tribe's acquisition, a tax exempt entity held title to the property for a period of five (5) years or more. If a parcel of land does not meet either of the above-listed criteria, the County may comment on or object to an application to place the parcel in trust as provided for in 25 C.F.R. Part 151.

7. **INFORMATION SHARING.** The Tribe and the County will collaborate on mapping and share data bases concerning issues of mutual interest and concern such as, but not limited to, parcel information, zoning, land use, land ownership status, census information, archeological/historical background (with certain limitations on sensitive sites and public access), utilities, roads and rights of way, etc.

8. **COST MITIGATION.** The Tribe and the County shall designate representatives to accept and review proposals regarding potential cost saving measures as it relates to governmental services provided by both the Tribe and the County.

9. **DISPUTE RESOLUTION.**

a. Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provision of this Agreement or the valuation of Tribal Trust Land, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of the Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of the Agreement or the valuation of tribal Tribal Trust Land. Within thirty (30) days of service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.

b. Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper

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interpretation of any provision of this Agreement or the valuation of tribal trust property, the parties may agree in writing to settle the dispute by non-binding mediation.

c. Arbitration. If a dispute is not resolved within ninety (90) days of service of notice as provided for in subparagraph (a) above, either party may serve on the other a written demand for arbitration, and the dispute shall thereafter be resolved by arbitration which shall be conducted in conformance with the rules set forth below and such other rules as the parties may in writing agree.

i. Arbitration Panel. Each party shall appoint one arbitrator. The two party-appointed arbitrators shall then appoint a third arbitrator, and the three arbitrators shall constitute the panel.

ii. Cost of Arbitration. The cost of arbitration shall be borne equally by the parties, with one-half (½) of the cost charged to the Tribe and one-half (½) of the cost charged to the County, and each shall bear its own expenses.

d. Limited Waiver of Immunity. The County and Tribe specifically waive sovereign immunity and consent to suit in Brown County Circuit Court solely for the limited purposes of compelling arbitration in accordance with the provisions of this Agreement or enforcement of any arbitration award rendered pursuant to this Agreement.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties and supercedes all prior oral and written agreements between the parties on the subject matter of payment for governmental services which benefit Tribal Trust Lands within the County.

11. AMENDMENT.

a. General. Either party may propose amendments to this Agreement at any time. No amendment or modification of this Agreement will be effective unless the amendment or modification is set forth in writing and agreed to and executed by both parties. The parties may agree to non-binding mediation for disputes regarding proposed amendments, but such disputes shall not otherwise be subject to dispute resolution or arbitration.

b. Anniversary Date Amendments. If a party submits a written proposal for an amendment to the other party within thirty (30) days of the three (3), six (6), nine (9), or twelve (12) year anniversary date of this Agreement, and the party identifies the proposed amendment as an anniversary date amendment, the parties shall enter into good faith negotiations regarding the proposed amendment. In the event the parties are unable to reach agreement regarding the proposed

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amendment within ninety (90) days of the date of service of the written proposal, the party proposing the amendment may terminate this Agreement by sending written notice of termination to the other party which shall be effective upon receipt by the other party.

12. **TERMINATION.** This Agreement may be terminated in one of three ways: 1) either party may terminate this Agreement in accordance with section 11(b) above; 2) this Agreement will immediately terminate and cease to be effective in the event the Tribe ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin; or 3) the parties may terminate this Agreement by mutual agreement, provided that such agreement is reduced to writing and signed by both parties. Upon termination, neither party shall have any further obligation under this Agreement, except that the provisions of section 9 above shall survive termination of this Agreement. In the event this Agreement terminates because the Tribe ceases to conduct Class III Gaming pursuant to a Gaming Compact with the State of Wisconsin, the parties agree to engage in good faith discussions regarding the possibility of entering into a successor agreement.

13. **NOTICE.** Notice provided under this Agreement must be in writing and must be sent by certified mail, return receipt requested, to the appropriate representative(s) of the party receiving notice as set forth in Attachment D.

14. **SEVERABILITY.** If any provision of this Agreement is determined to be invalid under the laws of the United States, the Tribe or the State, such invalidity will not affect the validity of the remaining provisions of this Agreement.

15. **PRESERVATION OF JURISDICTION.** Nothing in this Agreement is intended to be a grant of jurisdiction from one party to another. This Agreement is not intended to alter the existing jurisdiction of any party, and by approving this Agreement, neither party is agreeing or conceding to any jurisdiction of the other party which would not otherwise exist under the law.

16. **NO THIRD PARTY BENEFICIARIES.** This agreement is made and entered into for the sole protection and benefit of the Tribe and the County, and is not intended to create any right, benefit, obligation, or cause of action, whether direct or indirect, for any person or entity not a signatory to this Agreement.

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IN WITNESS WHEREOF the parties have set their hands and seal on the date listed below.

BROWN COUNTY

Date: 5/29/08

By: _____
Tom Hinz, Brown County Executive

Date: 05-29-08

By: _____
Guy Zima, Brown County Board Chair

Seal of Brown County

ONEIDA TRIBE OF INDIANS

Date: 5-29-08

By: _____
Gerald L. Danforth, Chairman

Seal of the Oneida Tribe of Indians of Wisconsin

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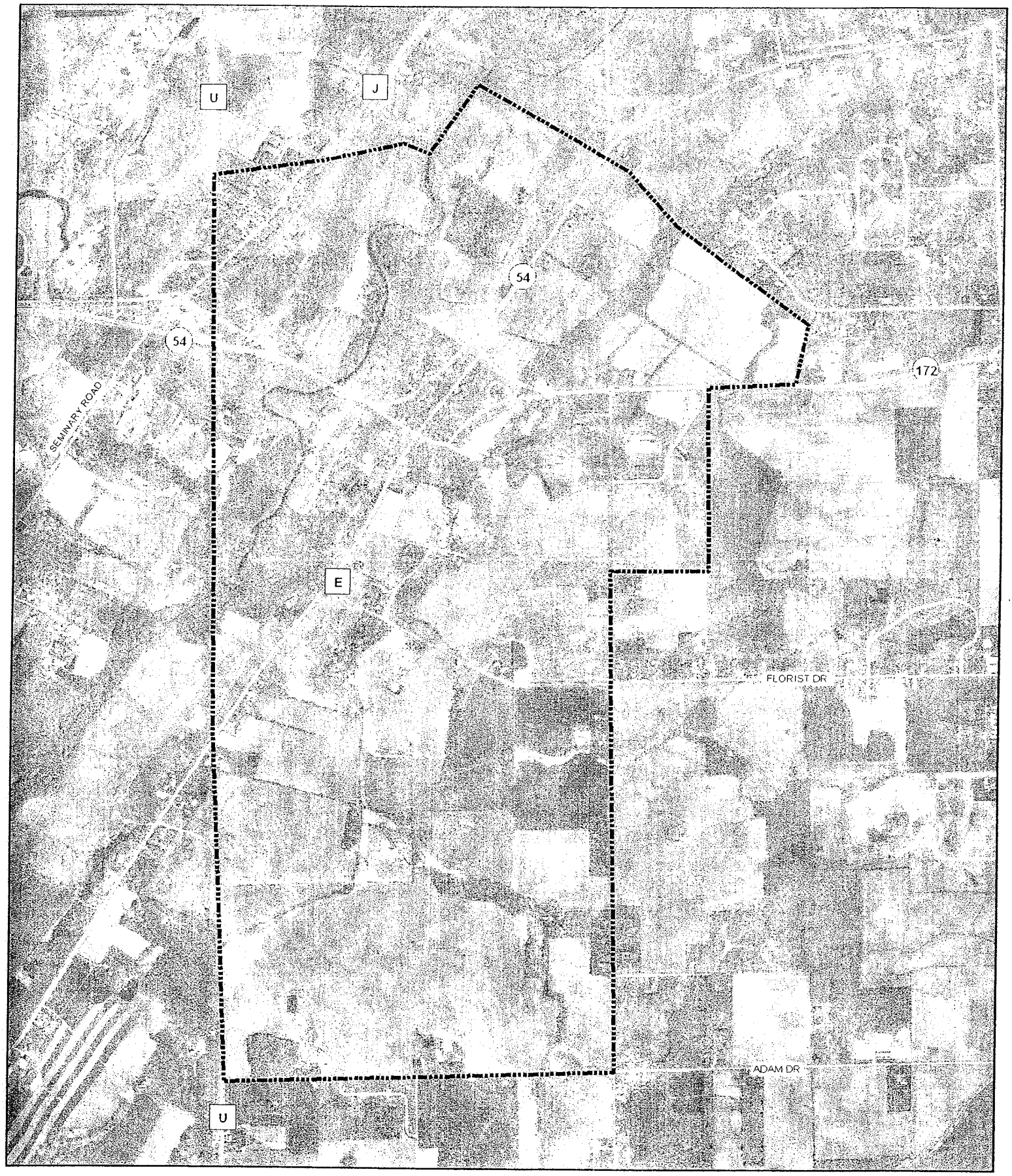
Attachment A

Legend

Oneida Primary Police Service Protection Area



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Attachment B
Schedule of Trust Property Values

	Parcel No.	Address	Value
City of Green Bay	6H-1017	Highway J	16,560.00
	6H-1018	431 Hillcrest Drive	875,000.00
	6H-1018-1	431 Hillcrest Drive	1,600.00
	6H-1020	Country Club Road	10,350.00
	6H-1021	Country Club Road	85,900.00
	6H-1021-1	Country Club Road	300.00
	6H-1026	Hillcrest Drive	11,413.00
	6H-1027	431 Hillcrest Drive	71,684.00
	6H-1035	Country Club Road	93,380.00
	6H-1069-2	2602 Indian Hill Drive	87,500.00
	6H-1081-5	800 Block S Taylor Street	1,074,400.00
	6H-1096	2250 W Mason Street	1,286,800.00
	6H-1096-2	2370 W Mason Street	1,106,700.00
	6H-1097	Hinkle Street	43,200.00
	6H-1110-4-C	1219-1221 Hobart Drive	139,000.00
	6H-1116-1	2713 W Mason Street	51,200.00
	6H-1118	*W Mason Street	
	6H-1119	*2799 W Mason Street	
	6H-1121	*West Point Road	
	6H-1121-2	*Brocoin Way	
	6H-1121-5	*West Point Road	
	6H-1122-3	*Onu-u-sla Way	
	6H-1123	*2640 West point Road	
	6H-1139	Hillcrest Drive	162,360.00
	6H-1139-1	Hillcrest Drive	17,982.00
	6H-1139-3	Hillcrest Drive	19,962.00
	6H-1154	*2815 W Mason Street	
	6H-1154-1	*W Mason Street	
	6H-1154-1-1	*2803 W Mason Street	
	6H-1154-2	*W Mason Street	
	6H-1154-3	*Crestwood Drive	
	6H-1155-1	2833 W Mason Street	85,000.00
	6H-1156-1-1	1238 Crestwood Drive	92,400.00
	6H-1168	*Ferndale Drive	
	6H-1168-10	*Brocoin Way	
	6H-1168-2	2845 Ferndale Drive	101,100.00
	6H-1183-4	3089 W Mason Street	185,900.00
	6H-1224-8	1821 Packerland Drive	105,000.00
	6H-1264-2-2	2442 Oakwood Drive	102,400.00
	6H-1267-13	1502 Beech Tree Drive	142,900.00
	6H-1487-A	2571 Oakwood Drive	120,500.00
	6H-1487-B	2567 Oakwood Drive	134,500.00
	6H-1501-1-D	1924 Wood Lane	133,400.00
	6H-1503-1	2420 Hazelwood Lane	100,000.00
	6H-1529	2720-2722 Klee Street	185,300.00
	6H-1606	2258 Red Oak Drive	114,800.00
	6H-1628	*2155 Hutson Road	
	6H-1721-2	*701-703 Packerland Drive	
	6H-1722-1	2514 W Mason Street	838,000.00
	6H-1746-3	*2630 W Mason Street	
	6H-1760	*Hinkle Street	
	6H-1762	*Isbell Street	
	6H-1763	Isbell Street	80,400.00
	6H-1785	1406 Brocoin Way	103,500.00

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	Parcel No.	Address	Value
	6H-1788	1330 Brocoin Way	94,900.00
	6H-1790	1310 Brocoin Way	110,600.00
	6H-1791	1309 Brocoin Way	99,200.00
	6H-1799	2716 Ramada Lane	89,900.00
	6H-1801	1338 Baumgart Road	110,200.00
	6H-1802	1334 Baumgart Road	89,700.00
	6H-1812	1339 Baumgart Road	100,800.00
	6H-1904	2498 Valiant Lane	140,400.00
	6H-2179	Isbell Street	228,800.00
	6H-2180	Isbell Street	245,600.00
	6H-2181	Isbell Street	234,400.00
	6H-2182	Hinkle Street	234,900.00
	6H-2183	Hinkle Street	234,900.00
	6H-2184	970 Hinkle Street	145,800.00
	6H-2185	Hinkle Street	145,800.00
	6H-2186	Isbell Street	145,800.00
	6H-2187	2438 W Mason Street	245,900.00
	6H-2188	Isbell Street	146,300.00
	6H-2472	2024-2026 Packerland Drive	185,400.00
	6H-2726	3076 Ferndale Drive	128,000.00
	6H-2790	3081 Ferndale Drive	131,000.00
	6H-2928	1329 La Count Road	95,200.00
	6H-2928-1	1331 La Count Road	99,600.00
	6H-2929-1	1319 LaCount Road	95,200.00
	6H-3018	3116 Sandia Drive	70,800.00
	6H-760-2	W Mason Street	65,100.00
	6H-761	3321 W Mason street	111,800.00
	6H-765-1	W Mason Street	
	6H-765-1-1	W Mason Street	
	6H-765-2	W Mason Street	
	6H-765-2-1	W Mason Street	
	6H-766-1	1050 Pleasant Ln	280,000.00
CITY OF GREEN BAY TOTAL			**$ 11,886,391**

	Parcel No.	Address	Value
Village of Hobart	HB-1002-2	1365 Riverdale Drive	123,000
	HB-1004-1	1359 Riverdale Drive	80,115
	HB-1015	1400 Blk Riverdale Drive	46,100
	HB-1026	3900 Blk Hillcrest Drive	87,800
	HB-1027	1200 Block Riverdale Drive	1,400
	HB-103	630 Florist Drive	150,000
	HB-1032	1400 Blk Riverdale Drive	189,000
	HB-1033	1300 Blk Riverdale Drive	380,000
	HB-1036	*CTH J	
	HB-110	2793 S Overland Road	133,472
	HB-112	2700 Block S Overland Road	432,700
	HB-1295	*2700 Blk Freedom Road	
	HB-1297-1	293 Florist Drive	54,252
	HB-1304-4	*Highway 54	
	HB-1304-5	*Freedom Road	
	HB-1298-1	300 Blk Florist Drive	231,200
	HB-1300	300 Blk Valley Drive	112,000
	HB-1301	249 Valley Drive	125,000
	HB-1304-1	*Highway 54	
	HB-1304-2	*E Service Road	
	HB-1318-4	*Freedom Road	
	HB-1313-1	2900 Blk Freedom Road	

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Parcel No.	Address	Value
HB-1313-2	*E Service Road	
HB-1315	200 Blk Valley Drive	457,947
HB-1315-1	2920 Freedom Road	160,500
HB-1316	*400 Blk Airport Drive	
HB-1317	*400 Blk Airport Drive	
HB-1318	3026 Freedom Road	3,175,000
HB-1318-3	424 Airport Drive	175,000
HB-1318-5	424 Blk Airport Drive	49,500
HB-1321	4188 W Mason Street	95,000
HB-1323-4-1	4186 W Mason Street	170,000
HB-1330	*CTH J	
HB-1333	131 Riverdale Drive	120,000
HB-1334	*126-134 Riverdale Drive	
HB-1335-1	100 Blk Highway J	8,000
HB-1340	100 Blk Riverdale Drive	25,000
HB-1342	108 Riverdale Drive	115,000
HB-1342-1	*STH 54	
HB-1344	*470 Airport Drive	
HB-1347	500 Blk Airport Drive	24,500
HB-1355	3976 W Mason Street	288,400
HB-1355-1	*500 Blk W Mason Street	
HB-1364-1	*CTH J	
HB-1390-7	*N Overland Road	
HB-1368-1	*Riverdale Drive	
HB-1372	*CTH J	
HB-1380	*CTH J	
HB-1382	240 Riverdale Drive	153,600
HB-1382-1	Westfield Road	165,000
HB-1382-2	Westfield Road	205,000
HB-1389	*CTH J	
HB-1407	600 Blk Dead End Road	140,000
HB-1409-1	*North Overland Road	
HB-1409-5	N Overland Road	160,000
HB-1410-1	*Peppermint Court	
HB-1414-1	*North Overland Road	
HB-1415	*3500 Blk N Overland Road	
HB-1416	*North Overland Road	
HB-1420-1	*Riverdale Drive	
HB-1422	*CTH J	
HB-1425-1	*CTH J	
HB-1426-1	*CTH J	
HB-1427-5	904 Riverdale Drive	135,000
HB-1428-1	*CTH J	
HB-1428-B	894 Riverdale Drive	275,000
HB-1429-1	*CTH J	
HB-1456	1638 Park Drive	175,000
HB-1457	148 Shenandoah Drive	75,000
HB-1459	144 Shenandoah Drive	75,000
HB-1475	141-143 Shenandoah Drive (Dup	14,000
HB-1476	100 Blk Shenandoah Drive	150,000
HB-148	600 Block Silas Drive	350,000
HB-1484	109 Shenandoah Drive	26,000
HB-1491-K-2	1068 Riverdale Drive	190,000
HB-1491-K-7	4001 Valley Stream Circle	275,000
HB-1492-A-24-1	1704 Berkshire Drive	230,000
HB-1493-A-2	1316 Concord Way	140,800
HB-1493-A-3	1324 Concord Way	138,000

9c

Parcel No.	Address	Value
HB-1493-A-40	4211 Merrimac Way	150,000
HB-150-2-1	565 Silas Drive	190,000
HB-1695-11	1353 Camelot Court	190,000
HB-1695-16	Merrimac Way	40,000
HB-1695-17	4143 Merrimac Way	220,000
HB-1695-18	Merrimac Way	176,000
HB-1695-21	4173 Merrimac Way	181,900
HB-1695-22	1317 Camelot Court	188,500
HB-1695-23	1309 Camelot Court	181,500
HB-1695-24	4172 N Hillcrest Drive	197,000
HB-1695-25	4164 Hillcrest Drive	168,400
HB-1695-26	4156 Hillcrest Drive	176,900
HB-1695-27	N Hillcrest Drive	40,000
HB-1695-8	Camelot Court	40,000
HB-193-4	956 Cyrus Drive	185,000
HB-232	2100 Blk S Overland Drive	351,300
HB-235	2100-2120 S Overland Drive	299,175
HB-252	2141 S Overland Road	469,700
HB-442	800 Block S Overland Rd	241,525
HB-453	800 Block S Overland Rd	89,800
HB-475-2	5300-5310 County Line Road	300,000
HB-508	4800 Block County Line Road	141,600
HB-509	4862 County Line Road	275,000
HB-516	4700 Blk County Line Road	441,700
HB-563-5-1	1197 Hill Drive	201,100
HB-581-2	1272 Hill Drive	233,600
HB-631-1	4270 W Meadow Drive	195,000
HB-648-1	4225 N Overland Drive	183,000
HB-650	4185 N Overland Drive	171,700
HB-657-2	453 Country Court	205,000
HB-657-4	450 Country Court	229,000
HB-742	*Railroad Avenue	
HB-74-4	880 Silver Creek Drive	145,100
HB-745	*3700 Blk Hillcrest Drive	
HB-746	*1200 Blk Bernarrs Way	
HB-746-1	3777 Hillcrest Drive	480,000
HB-746-2	3781 Hillcrest Drive	353,000
HB-746-3	*1200 Blk Bernarrs Way	
HB-753	*3703 Hillcrest Drive	
HB-753-2	*Hillcrest Drive	
HB-763	900 Blk W Mason Street	150,000
HB-764-2	900 Blk W Mason Street	7,900
HB-786	*Railroad Avenue	
HB-792	3800 Blk County Line Road	145,300
HB-793	3700 Blk County Line Road	128,000
HB-794	3700 Blk County Line Road	212,000
HB-795	3700 Blk County Line Road	84,950
HB-796	3700 Blk County Line Road	212,380
HB-798	3600 Blk County Line Road	160,115
HB-799	3600 Blk County Line Road	176,900
HB-800-1	200 Block Rosehill Drive	170,000
HB-801	3600 Blk County Line Road	127,000
HB-805	300 Blk Rosehill Drive	246,300
HB-808	3600 Blk County Line Road	288,500
HB-81	559 Airport Drive	41,850
HB-812	3700 Blk County Line Road	584,400
HB-829-15	Belmar Road	227,400

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	Parcel No.	Address	Value
	HB-829-16	Belmar Road	60,800
	HB-841	3200 Blk Jonas Circle	80,000
	HB-844	3260 S Pine Tree Road	181,000
	HB-844-1	*3270 S Pine Tree Road	
	HB-854	900 Blk W Mason Street	112,400
	HB-861	*3175 Jonas Circle	
	HB-87	600 Blk Florist Drive	206,200
	HB-97	*525 Airport Drive	
	HB-977	4314 Hillcrest Drive	180,000
	HB-99	559 Airport Drive	286,400
VILLAGE OF HOBART TOTAL			**$ 21,483,581**

	Parcel No.	Address	Value
Township of Pittsfield	PI-574	5939 STH 29	5,220,000
	PI-580	STH 29	20,900
	PI-580-1	STH 29	2,300
TOWNSHIP OF PITTSFIELD TOTAL			**$ 5,243,200**

	Parcel No.	Address	Value
Village of Ashwaubenon	VA-14	2100 Airport Drive	34,607,400
	VA-16	2020 Airport Drive	81,784,900
	VA-228-14-H-4	1724 View Lane	124,000
	VA-30	*2632 Packerland Drive	
	VA-35-33	Cypress Road	85,600
	VA-35-34	E Adam Drive	280,538
	VA-35-35	E Adam Drive	4,066,000
	VA-35-36	E Adam Drive	365,600
	VA-35-37	E Adam Drive	111,588
	VA-35-38	E Adam Drive	139,950
	VA-35-39	E Adam Drive	42,925
	VA-35-40	Cypress Road	14,125
	VA-35-41	Short Road	211,313
	VA-35-45	Glory Road	4,189,655
	VA-35-46	Cypress Road	177,625
	VA-35-47	Cypress Road	68,000
	VA-35-49	Short Road	176,300
	VA-35-50	Short Road	80,050
	VA-35-51	E Adam Drive	102,338
	VA-35-52	E Adam Drive	31,450
VILLAGE OF ASHWAUBENON TOTAL			**$ 126,659,357**

Brown County Totals

City of Green Bay	**11,886,391**
Village of Hobart	**21,483,581**
Township of Pittsfield	**5,243,200**
Village of Ashwaubenon	**126,659,357**
TOTAL	**$ 165,272,529**

*Government Property

9c

Estimate

Attachment C

Schedule of County Budget Line Items and Percentage Credits

Department	2007 Budget Tax Levy	0.9750% Percent	Credit	Service Agreement
Administration	$ 1,426,205	$ 13,905	100.00%	-
Child Support	$ 284,833	$ 2,777		2,777
County Clerk	$ 356,447	$ 3,475		3,475
Corporation Counsel	$ 299,185	$ 2,917	100.00%	-
Facilities	$ 3,244,526	$ 31,634	100.00%	-
Parks	$ 1,486,325	$ 14,492	25.00%	10,869
Human Resources	$ 1,783,931	$ 17,393	100.00%	-
Treasurer	$ (2,723,077)	$ (26,550)	100.00%	-
Total Administrative Services	$ 6,158,375	$ 60,044		17,121
Court System	$ 3,121,395	$ 30,434		30,434
District Attorney	$ 1,173,374	$ 11,440		11,440
Medical Examiner	$ 293,205	$ 2,859		2,859
Public Safety Communications	$ 5,170,293	$ 50,410		50,410
Sheriff - Patrol	$ 10,843,739	$ 105,726	50.00%	52,863
Sheriff - Jail	$ 12,500,955	$ 121,884		121,884
Total Public Safety	$ 33,102,961	$ 322,754		269,891
Airport	$ -	$ -		-
Highway	$ 1,814,788	$ 17,694		17,694
Total Transportation	$ 1,814,788	$ 17,694		17,694
Aging & Disability Resource Ctr.	$ 962,796	$ 9,387	50.00%	4,694
Health	$ 2,023,406	$ 19,728	25.00%	14,796
Human Services	$ 21,352,640	$ 208,188	50.00%	104,094
Syble Hopp School	$ 2,657,675	$ 25,912		25,912
Veterans' Services	$ 391,494	$ 3,817		3,817
Total Health & Human Services	$ 27,388,011	$ 267,033		153,313
Golf Course	$ -	$ -		-
Library	$ 5,979,423	$ 58,299	50.00%	29,150
Museum	$ 985,341	$ 9,607	50.00%	4,804
NEW Zoo	$ -	$ -		-
Total Ed, Culture & Recreation	$ 6,964,764	$ 67,906		33,953
Land Conservation	$ 522,539	$ 5,095	50.00%	2,547
Planning & Land Services	$ 687,983	$ 6,708		6,708
Port & Solid Waste	$ -	$ -		-
Register of Deeds	$ (709,648)	$ (6,919)		(6,919)
U.W. Extension	$ 419,481	$ 4,090		4,090
Total Planning & Development	$ 920,355	$ 8,973		6,426
Board of Supervisors	$ 725,783	$ 7,076	100.00%	-
Executive	$ 297,991	$ 2,905	100.00%	-
Debt Service	$ 9,474,960	$ 92,381		92,381
General Fund	**$ (12,419,161)**	$ (121,087)	60.00%	(48,435)
Total Non-Divisonal	$ (1,920,427)	$ (18,724)		43,946
		$ -		
Total Levy	$ 74,428,827	$ 725,681		542,345
	$ 74,428,827	$ 725,681		
	$ -	$ -		

ATTACHMENT D
List of Parties' Designated Representatives for Notice

Paragraph	Oneida Tribe of Indians	Brown County
3	Chief of Police 2783 Freedom Road Oneida, WI 54155 920-869-2239	Sheriff Law Enforcement Center 300 E. Walnut Street Green Bay, WI 54301 920-448-4200
4	Director of Emergency Management Norbert Hill Center Post Office Box 365 Oneida, WI 54155 920-869-2214	Director of Emergency Management Law Enforcement Center 300 E. Walnut Street Green Bay, WI 54301 920-448-4270
5	Treasurer Norbert Hill Center Post Office Box 365 Oneida, WI 54155 920-869-2214	Director of Administration Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4037
7	General Manager Little Bear Development Center Post Office Box 365 Oneida, WI 54155 920-869-2214	County Executive Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4001 County Board Chair Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4015
8	General Manager Little Bear Development Center Post Office Box 365 Oneida, WI 54155 920-869-2214	County Executive Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4001 County Board Chair Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4015

Paragraph	Oneida Tribe of Indians	Brown County
9	Chairman Norbert Hill Center Post Office Box 365 Oneida, WI 54155 920-869-2214	County Executive Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4001 Corporation Counsel Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4006
11	Chairman Norbert Hill Center Post Office Box 365 Oneida, WI 54155 920-869-2214 Oneida Law Office Norbert Hill Center Post Office Box 109 Oneida, WI 54155 920-869-4327	County Executive Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4001 Corporation Counsel Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4006
12	Chairman Norbert Hill Center Post Office Box 365 Oneida, WI 54155 920-869-2214 Oneida Law Office Norbert Hill Center Post Office Box 109 Oneida, WI 54155 920-869-4327	County Executive Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4001 Corporation Counsel Northern Building 305 E. Walnut Street Green Bay, WI 54301 920-448-4006

Human Services Department
Brian Shoup, Executive Director
111 N. Jefferson Street, Green Bay, WI 54301
Phone: (920) 448-6000, Fax: (920) 448-6126

May 17, 2010

TO: Tom Hinz, County Executive
Debbie Klarkowski, Human Resources Manager
Lynn VandenLangenberg, Department of Administration

FROM: Jenny Hoffman, Economic Support Administrator
Brown County Human Services

SUBJECT: Economic Support Specialist – approval to fill vacancy

Aimee Rentmeester resigned as an Economic Support Specialist II effective 5/3/10. The following lists the importance and needs for filling the vacant position:

1. The Economic Support Specialists determine eligibility for low income families for the foodshare, child care and healthcare (Badgercare Plus and Medicaid) programs. These programs are State mandated entitlement programs and there are no waiting lists for benefits or services.
   a. Eligibility determinations for new consumers.
      i. Average over 600 new requests every month.
   b. Eligibility re-determinations are conducted on a six month and annual basis.
      i. Average of 1200 six month reviews each month.
      ii. Average of 1600 annual reviews each month.
   c. Prepares and attend Fair Hearings.
   d. Determines over and under payments.
   e. Makes referrals for appropriate services and/or to additional community resources.
   f. Provides excellent customer service to the low income families we serve.

2. Caseload increases
   a. Due to several reasons, caseloads have increased dramatically in the past 5 years with no additional positions added. Factors contributing to growth: economic downturn, easier access, state outreach campaigns, and policy changes to expand programs.
   b. Caseload Comparison:
      i. Dec. 2005 – total caseload = 12,447; Foodshare **monthly** issuance = $995,000
      ii. Dec. 2006 - total caseload = 12,406; Foodshare **monthly** issuance = $983,000
      iii. Dec. 2007 – total caseload = 13,050; Foodshare **monthly** issuance = $1.1 million
      iv. Dec. 2008 – total caseload = 15,003; Foodshare **monthly** issuance = $1.6 million
      v. Dec. 2009 – total caseload = 15,970; Foodshare **monthly** issuance = $2.6 million
      vi. Mar. 2010 – total caseload = 16,075; Foodshare **monthly** issuance = $2.6 million
   c. Currently the Economic Support Specialists carry caseloads on average of 650-700 cases. Change and Information Center Economic Support specialists (6 staff) do not carry caseloads and process all changes for ongoing cases.

3. The Economic Support specialist must meet the following State Performance Standards:
    a. Overpayment recovery. Processing of overpayments – 15% fiscal incentive received on all overpayment collections.
    b. Timely Case Processing – 95% standard for timely application processing. 7 days; 30 days.
    c. Case Closure Accuracy – FoodShare Negative Case Error Rate – Must not exceed 6% annually.
    d. Payment Accuracy – FoodShare Active Payment Error Rate – Must not exceed 5.5% annually.
    e. Payment Accuracy – Wisconsin Medicaid and Badgercare Plus Error Rate – Must not exceed 3% annually.

    *Failure to meet these performance standards could result in corrective action by the state, including fiscal penalties.

4. Training for Economic Support Specialists:
    a. On average, 3 months of intense policy, procedure, and systems (6) training.
    b. 1-2 months of practical application. Reduced caseload (150 cases)
    c. Gradual caseload given in 1st year. By the start of year 2, full caseload is assumed.

5. Funding for Economic Support Specialist:
    a. Almost fully funded by State Income Maintenance (DHS) and Child Care (DCF) funding.
    b. 75/25

In addition to the vacant position requested, we have 1 Economic Support Specialist that just began training, 2 on maternity leave, 2 upcoming maternity leaves (6/1, 9/1) and 1 position that is unfunded for 2010. Training a new worker will be critical so they can take on cases to alleviate some of the workload that will be assumed by the remaining caseworkers during these leaves.

State requirements, deadlines, and monitoring require that a caseload does not remain uncovered. Whenever there is a vacancy or medical leave, that caseload must be absorbed by the remaining ES staff. Currently each Economic Support specialist carries a caseload of approximately 650-700 families. When fully staffed, each caseload should be approximately 450 cases.

Possible alternatives to fill this position were considered:

- Temp Agency to staff this position.
    - Training – training a temporary staff person would not be cost effective. Training an ES worker is time intensive and involves complicated policies and procedures.
- Leave vacant.
    - Impact: decrease in quality customer service, delay in benefits, and potential inability to meet state timeframes. Given the economy and our nature of work, it is critical that our consumers receive their benefits timely and accurately. Our programs help families meet their basic needs.
    - Increased caseload generally causes a decrease in morale and/or more turnover.

Based on the above information, it is critical the requested position be filled.

Thank you for your consideration in approving the requested position.

Turning Brown Green

Justification for Filling MDS RN Position

The MDS RN position has recently became available due to a promotion. This is a vacated, budgeted position.

This position coordinates information regarding the care level of the resident and transmits that information to the State to determine funding paid for resident care based on the RUG levels. This position provides oversight of Medicare A referrals and determines whether the patient meets the criteria for Medicare A services. This position also determines the acuity needs of the patient and assures the facility has the proper resources in place prior to admission. This position is State and Federally mandated. This position completes the MDS process as well as creating the plan of care for the residents. This position also assists with house management, infection control and various other duties as assigned. It is important this position remain non-represented due to the complexity of the position. Frequent union staff nurse turnover would be detrimental to the efficiency of the position and decrease our ability to direct the workforce.

To vacate the position: The facility will be at risk for citations/fines as we are unable to provide regulatory compliance.

To fill the position with contracted services: Contracted services pertaining to this position are costly and very specialized.

Respectfully submitted,

Kathy DeNiel

Kathy DeNiel R.N.
Nursing services Administrator
BayShore Village

5/7/10

PLANNING COMMISSION

Brown County

305 E. WALNUT STREET, ROOM 320
P.O. BOX 23600
GREEN BAY, WISCONSIN 54305-3600

PHONE (920) 448-6480 FAX (920) 448-4487
WEB SITE www.co.brown.wi.us/planning

CHUCK LAMINE, AICP
PLANNING DIRECTOR

MEMORANDUM

DATE: June 2, 2010

TO: Lisa Younk, Human Resources Analyst

FROM: Chuck Lamine, Planning Director

RE: Request to Fill Vacant Secretary III Position

The Planning and Land Services (PALS) Department Secretary III position has been vacant since March 8, 2010. To date the PALS Department has had savings associated with the vacant Sanitary Inspector position (1/1/2010 to 3/5/2010) and the vacant Secretary III position 3/8/2010 to present).

The Zoning division, including this position, is almost entirely funded using non-levy dollars through permit fees and the annual private onsite wastewater treatment system (POWTS) maintenance fee. The Secretary III position includes responsibilities associated with recent changes to Wisconsin Administrative Code 83.255 that requires all POWTS to be placed on the mandatory maintenance program.

During the Secretary III vacancy, the Office Manager managed the front desk on her own until temporary help was hired on May 10. Prior to that, the remaining PALS Department staff rotated coverage of the front desk for lunches and when the Office Manager was committed to staff meetings or other administrative meetings. Office efficiencies were affected by having higher paid administrative staff filling in at the front desk. The frequency of meetings for the Office Manager will increase as we approach budget preparation. Building permit activity is now at its seasonal high.

In 2006 the departments that were combined to make the PALS Department had 3.5 full-time equivalent secretarial positions. When the departments were combined, the secretarial support was reduced to two positions (Office Manager and the requested Secretary III positions). The requested secretarial staffing level of two secretarial positions is the minimal amount necessary to maintain office operations.

CL:lw

Turning Brown County Green

June 16, 2010

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING
CHANGE IN TABLE OF ORGANIZATION
AGING & DISABILITY RESOURCE CENTER

WHEREAS, the current Aging and Disability Resource Center (ADRC) table of organization includes 1.0 FTE Benefits Assistant and 1.0 FTE I & A Specialist (Information & Assistance Specialist); and

WHEREAS, these positions are currently vacant which allowed time to evaluate the needs of the department and the impact that new programs like Family Care, Long-term Functional Screening, Options Counseling and Pre-Admission Consultation (PAC) have had on the department; and

WHEREAS, a study was completed by Human Resources in conjunction with ADRC, which determined the needs of ADRC and its customers would be better served by an additional I & A Specialist that would be qualified to perform both the duties of a Benefits Assistant as well as I & A Specialist duties such as Functional Screens, PAC's and Options Counseling creating greater flexibility in the department; and

WHEREAS, an I & A Specialist would capture Medical Assistance revenues of approximately $65,000 when counseling clients along with grant funds to support the funding of this position; and

WHEREAS, after a thorough review by Human Resources and ADRC, the following changes to the table of organization are recommended; and

WHEREAS, Human Resources and ADRC recommend the deletion of (1.0) FTE Benefits Assistant and the creation of 1.0 FTE I & A Specialist; and

WHEREAS, the Human Services Committee and Executive Committee concur with the above proposed changes to the ADRC table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that it hereby approves the deletion of (1.0) FTE Benefits Specialist and the creation of 1.0 FTE I & A Specialist in the ADRC table of organization.

Fiscal Impact Salary and Fringe Benefits
For the Period of 6/01/10 – 12/31/10

Position Title	FTE	Addition/ Deletion	Salary	Fringe	Total
Benefits Assistant	(1.0)	Deletion	($19,271)	($ 8,496)	($27,767)
I & A Specialist	1.0	Addition	$23,972	$10,571	$35,543
Total Fiscal Impact			**$ 4,701**	**$ 2,075**	**$ 6,776**

Respectfully submitted,

HUMAN SERVICES COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed:_____

Final Draft Submitted by Human Resources and Approved by Corporation Counsel

HUMAN RESOURCES DEPARTMENT

Brown County

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

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

HUMAN RESOURCES DEPARTMENT MEMO

TO: Debbie Klarkowski
Human Resources Manager

FROM: Lisa Younk
Human Resources Analyst

DATE: May 11, 2010

SUBJECT: Department Reorganization at Aging and Disability Resource Center (ADRC)

I. Introduction:

The Human Resources Department, in conjunction with the Aging and Disability Resource Center, was asked to evaluate a reorganization of the ADRC to delete one (1) FTE Benefits Assistant and add one (1) FTE I&A (Information & Assistance) Specialist.

A delay in the remodeling process and subsequent lack of office space at the ADRC has also delayed filling two open positions. The open positions are for one (1) FTE Benefits Assistant and one (1) FTE I&A Specialist. The delay has allowed time to evaluate the impact that new programs like Family Care, Long-term Functional Screening, Options Counseling, and Pre-Admission Consultation (PAC) had/will have, and an evaluation of appropriate staffing for the ADRC.

II. Research Completed

1. Discussion with Sunny Archambault, ADRC Director and Devon Christianson, ADRC Assistant Director
2. Review of current job descriptions
3. Review of proposed organizational changes
4. Review of additional responsibilities added to ADRC 2009-2011
5. Review of possible funding available for proposed I&A position

III. Current Situation/ Structure

In 2009, Family Care was expected to impact Brown County in 2011. In preparation for this transition, the ADRC reviewed how neighboring counties reacted to the transition, and how they managed their staffing levels. Many counties utilized the services of a Benefits Assistant to handle the increase in applications and paperwork. In response to how other counties managed their programs, the ADRC added a Benefits Assistant position and an I&A Specialist to their Table of Organization. Due to lack of office space at the ADRC, those positions have not yet been filled.

IV. Proposed Structure

Additional review of the services provided by other counties, their efficiency issues, and the impact of the increased State requirements, has shown that Brown County will be better served with the flexibility that another I&A Specialist, rather than the limited services that a Benefits Assistant can provide.

The Benefits Assistant position requires only a 2 year Associate degree, and is thereby limited in the scope of services they can then provide. This position would primarily process benefit/enrollment applications.

The upgraded I & A Specialist position requires a bachelor degree, which affords greater flexibility with task assignments. The I&A Specialist is allowed to perform benefit and enrollment functions as well as Functional Screens, PACs, and Options Counseling. The I & A Specialist is also expected to capture Medical Assistance (MA) revenues of approximately $65,000 when counseling clients. These MA revenues and grant funds will capture more than enough revenue to support this position.

V. Recommendation

Due to staff training requirements, which are up to one year in duration, planning for open positions and duties is needed at least a year in advance of the implementation of Family Care. There is a swell of activity anticipated as the needs of the growing aging population continue to increase. In 2011 Nursing Homes and Residential Care Apartment Complexes will be added to the required PAC referrals. This is expected to increase referrals by at least double the current rate. The advent of Family Care will address the Long-term Care waiting list, which currently holds over 600 consumers, as well as new applicants, which are expected to number at least 30 per month (at a conservative 8 hours each).

The Benefits Assistant position may be needed in the future, but would currently limit the scope and accessibility to services provided as the ADRC grows, and with the transition to Family Care. This reevaluation has shown that the increased service complexity and State requirements will be better served with the added flexibility that a second I&A Specialist will bring, rather than the limited services a Benefits Assistant can provide.

The I & A Specialist is expected to capture Medical Assistance (MA) revenues of approximately $65,000 when counseling clients. These MA revenues and other grant funds will capture more than enough revenue to support this position.

It is recommended to delete one (1) FTE Benefits Assistant position and create one (1) Information and Assistance Specialist position.

A fiscal impact statement is attached

Fiscal Impact Calculation
For the Period 7/1/10 - 12/31/10
(Delete 1.0 FTE Benefits Assistant; Add 1.0 I&A Specialist)

Fiscal Impact for the Period 7/1/10 - 12/31/10:

Partial year Fiscal Impact:	I&A Specialist	Benefits Assistant	Difference
2010 Salary (7/1/10 - 12/31/10)	$ 23,971.98	$ (19,271.22)	$ 4,700.76
2010 Fringe Benefits (7/1/10 - 12/31/10)	$ 10,570.98	$ (8,496.48)	$ 2,074.50
Total Fiscal Impact:	$ 34,542.96	$ (27,767.70)	$ 6,775.26

June 16, 2010

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING
CHANGE IN TABLE OF ORGANIZATION
CORPORATION COUNSEL

WHEREAS, the current Corporation Counsel table of organization includes one fulltime and two part-time Assistant Corporation Counsel; and

WHEREAS, the Assistant Corporation Counsel assists the Corporation Counsel in advising and representing the county in all civil, administrative and regulatory matters; guardianships for county hospital patients and certain juvenile matters; assists in administering the child support enforcement program; represents the public in mental health proceedings, child abuse and neglect cases in juvenile court and involuntary termination of parental rights cases; and

WHEREAS, due to the recent resignation of one part-time Assistant Corporation Counsel, the department has reviewed their current structure and is requesting to delete two part-time Assistant Corporation Counsel and create one fulltime Assistant Corporation Counsel; and

WHEREAS, the change in table of organization will allow complete accountability for the case load as well as ease of scheduling of court hearings for the courts system if one fulltime attorney is handling the caseload; and

WHEREAS, after a thorough review was completed by Human Resources in conjunction with Corporation Counsel, the following changes to the table of organization are recommended; and

WHEREAS, Human Resources and Corporation Counsel recommend the deletion of two (.5) FTE Assistant Corporation Counsel and the creation of 1.0 FTE Assistant Corporation Counsel which would result in two fulltime Assistant Corporation Counsel; and

WHEREAS, the Administration Committee and Executive Committee concur with the above proposed changes to the Corporation Counsel table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that it hereby approves the deletion of two (.5) FTE Assistant Corporation Counsel and the creation of 1.0 FTE Assistant Corporation Counsel in the Corporation Counsel table of organization.

Fiscal Impact: NONE

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed:_____

Final Draft Submitted by Human Resources and Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
KRUEGER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
BUCKLEY	12			
DANTINNE, JR	13			

SUPERVISOR	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZEL.	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: **Adopted** _____ **Defeated** _____ **Tabled** _____

HUMAN RESOURCES DEPARTMENT

Brown County

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

DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

Date: May 7, 2010

TO: Debbie Klarkowski
Human Resources Manager

FROM: Paula Kazik
Senior Human Resources Analyst

SUBJECT: Corporation Counsel – Change to Table of Organization

Introduction:
The Assistant Corporation Counsel assists Corporation Counsel in advising and representing the county in all civil, administrative and regulatory matters; guardianships for county hospital patients and certain juvenile matters; assists in administering the child support enforcement program. The Assistant Corporation Counsel represents the public in mental health proceedings (including protective placements and guardianships) child abuse and neglect cases in juvenile court and involuntary termination of parental rights cases.

The current Table of Organization for the Corporation Counsel Department has one fulltime Assistant Corporation Counsel and two part-time Assistant Corporation Counsel. Due to a recent resignation of one part-time Assistant Corporation Counsel, the Department has reviewed their current structure and is requesting to eliminate the two part-time Assistant Corporation Counsel and create one full-time Assistant Corporation Counsel which would result in two (2) Fulltime Assistant Corporation Counsel. The Change in Table of Organization will allow complete accountability for the case load as well as ease of scheduling of court hearings for the court system if one attorney is handling the caseload.

Recommendation:
The Human Resources Department is in support of the Departments request to change their Table of Organization which will result no fiscal impact.

June 16, 2010

TO THE HONORABLE CHAIRMAN AND MEMBERS
OF THE BROWN COUNTY BOARD OF SUPERVISORS

Ladies & Gentlemen:

RESOLUTION REGARDING
CHANGE IN TABLE OF ORGANIZATION
PORT AND SOLID WASTE

WHEREAS, the current Port and Solid Waste table of organization includes 1.0 FTE Recycling Manager and 1.0 FTE Facility Manager; and

WHEREAS, the Recycling Manager is currently vacant due to a resignation; and

WHEREAS, a study was completed by Human Resources in conjunction with Port and Solid Waste that determined recycling program responsibilities have decreased due to the transfer to Outagamie County; however, some recycling program duties remain in addition to increased responsibilities in the Household Hazardous Waste program plus increased projects with the Port; and

WHEREAS, it was determined by Human Resources and Port and Solid Waste that a Facility Manager would better serve the needs of the department; and

WHEREAS, after a thorough review by Human Resources and Port and Solid Waste, the following changes to the table of organization are recommended; and

WHEREAS, Human Resources and Port and Solid Waste recommend the deletion of (1.0) FTE Recycling Manager and the creation of 1.0 FTE Facility Manager; and

WHEREAS, the cost of the Facility Manager would be funded 65% by Solid Waste and 35% by Port; and

WHEREAS, the Planning, Development & Transportation Committee and Executive Committee concur with the above proposed changes to the Port and Solid Waste table of organization.

NOW, THEREFORE, BE IT RESOLVED, by the Brown County Board of Supervisors, that it hereby approves the deletion of (1.0) FTE Recycling Manager and the creation of 1.0 FTE Facility Manager in the Port and Solid Waste table of organization.

BE IT FURTHER RESOLVED, the cost of the Facility Manager will be funded 65% by Solid Waste and 35% by Port.

Fiscal Impact Salary and Fringe Benefits
For the Period of 5/01/10 – 12/31/10

Position Title	FTE	Addition/ Deletion	Salary	Fringe	Total
Recycling Manager	(1.0)	Deletion	($36,077)	($13,075)	($49,152)
Facility Manager	1.0	Addition	$37,160	$13,467	$50,627
Total Fiscal Impact			**$ 1,083**	**$ 392**	**$ 1,475**

Respectfully submitted,

PLANNING, DEVELOPMENT &
TRANSPORTATION COMMITTEE

EXECUTIVE COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE

Date Signed:_____

Final Draft Submitted by Human Resources and Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
TUMPACH	1			
DE WANE	2			
NICHOLSON	3			
THEISEN	4			
KRUEGER	5			
HAEFS	6			
ERICKSON	7			
BRUNETTE	8			
ZIMA	9			
EVANS	10			
VANDER LEEST	11			
BUCKLEY	12			
DANTINNE, JR	13			

SUPERVISOR	DIST. #	AYES	NAYS	ABSTAIN
LA VIOLETTE	14			
ANDREWS	15			
KASTER	16			
VAN VONDEREN	17			
SCHULLER	18			
FLECK	19			
CLANCY	20			
WETZEL.	21			
MOYNIHAN	22			
SCRAY	23			
CARPENTER	24			
LUND	25			
FEWELL	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

HUMAN RESOURCES DEPARTMENT

Brown County

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DEBBIE KLARKOWSKI, PHR

PHONE (920) 448-4065 FAX (920) 448-6277 WEB: www.co.brown.wi.us

HUMAN RESOURCES MANAGER

HUMAN RESOURCES DEPARTMENT MEMO

TO: Debbie Klarkowski
Human Resources Manager

FROM: Lisa Younk
Human Resources Analyst

DATE: May 11, 2010

SUBJECT: Department Reorganization at Port and Solid Waste

I. Introduction:

Due to the resignation of the Brown County Recycling Manager, a vacant administrative position exists within the Port and Solid Waste Department. The Human Resources Department met with the Port and Solid Waste Director to review the potential to reorganize the Port and Solid Waste Department. The position reorganization would include deleting 1 FTE Recycling Manager position and creating a second (restructured) FTE Facility Manager position. The following factors contribute to the need for this change:

1. Recycling program responsibilities have decreased due to transfer to Outagamie County.
2. Outagamie County wants responsibility for marketing of processed recycled materials.
3. Recycling customer maintenance, billing, and education remain in Brown County.
4. Increased responsibility in Household Hazardous Waste program.
5. Increased projects with the Port- over 13 years of projects are currently known.
6. Port is willing to contribute 35% of the cost of this position

II. Research Completed

1. Discussion with Charles Larscheid, Port and Solid Waste Director
2. Review of current job descriptions
3. Review of proposed job description
4. Review of percent of position for assigned, actual, and proposed responsibilities

III. Current Structure

The Recycling Manager (1 FTE) currently is responsible for:

1. Coordinating the operations of the Recycling and Household Hazardous Waste Programs
2. Marketing processed recycled materials
3. Supervising recycling and household hazardous waste contracts
4. Assists in development and optimization of county recycling and household hazardous waste strategies
5. Promotes community interest and participation in recycling and household hazardous waste programs
6. Initiates, negotiates, monitors and maintains cooperative agreements with other entities
7. Develops and ensures adherence to Materials Recycling Facility and Household Hazardous Waste Facility safety plans and procedures
8. Day-today maintenance of the Materials Recycling Facility and Household Hazardous Waste Facility

The Facility Manager (1 FTE) is currently responsible for:

1. Managing maintenance and grounds at landfills, Waste Transfer Station, and Materials Recycling Facility.
2. Coordinates related engineering, construction, and environmental monitoring projects
3. Plans long-term solid waste handling goals and strategies
4. Plans, develops, and enforces Waste Transfer Station policies and procedures
5. Assists with equipment selection & maintenance
6. Monitors compliance with State regulations for and Waste Transfer Station and Materials Recycling Facility
7. Initiates, negotiates & monitors solid waste disposal agreements with other entities
8. Develops and ensures adherence to Waste Transfer Station safety plans and procedures
9. Supervises engineering consultants and construction contractors for Waste Transfer Station and Materials Recycling Facility
10. Represents Brown County to media & public; Acts as liaison to other entities

IV. Proposed Structure

The Facility Manager (2 FTEs) will be responsible for:

1. Plans, develops, and monitors projects in the Solid Waste and Port areas
2. Manages maintenance and grounds of the Waste Transfer Station, Recycling Transfer Station, Household Hazardous Waste facility, Recycling Program, East Landfill Gas to Energy Facility, Bay Port, Renard Isle and Cat Islands
3. Coordinating related engineering, construction, and environmental monitoring
4. Planning long-term solid waste handling goals and strategies
5. Plans, develops and enforces Recycling and Waste Transfer Station policies and procedures
6. Assists with equipment selection and maintenance
7. Monitors compliance with State regulations for Port and Solid Waste facilities
8. Coordinates operations of facilities with other entities; builds and maintains effective working relationships with same
9. Initiates, negotiates & monitors agreements with other entities
10. Develops and ensures adherence to facility safety plans and procedures
11. Supervises engineering consultants and construction contractors for port, solid waste, recycling, household hazardous waste, and related projects
12. Represents Brown County to media & public; Acts as liason to other entities

(see attached proposed job description)

V. Recommendation

The majority of the Recycling Manager duties are no longer performed due to the transfer of recycling to Outagamie County. There are increased responsibilities for the Port and Household Hazardous Waste programs. The current one (1) FTE does not allow for adequate coverage of the Facility Manager responsibilities.

Re-distribution of duties has been thoroughly considered by the Port and Solid Waste Director, addressing both the current needs and long-term plan for the Port and Solid Waste department. The possibility of duties being absorbed by current staff, hiring part-time employees, and contract labor have all been considered and rejected due to inefficiency and negative fiscal impact on the department and County.

The cost of this position will be shared with the Port. The Solid Waste department will incur 65% of the cost of salary and fringe ($51,356), with the Port agreeing to cover 35% of the cost ($27,653).

It is recommended to delete one (1) FTE Recycling Manager, update the job description for Facility Manager as proposed, and increase that position to two (2) FTE's. A fiscal impact statement is attached.

DRAFT

BROWN COUNTY
POSITION DESCRIPTION

POSITION TITLE: FACILITY MANAGER – PORT AND SOLID WASTE

REPORTS TO: DIRECTOR OF PORT AND SOLID WASTE

DEPARTMENT: PORT AND SOLID WASTE

BARGAINING UNIT: ADMINISTRATIVE

JOB SUMMARY:

Manages projects in the Solid Waste and Port areas of the Port and Solid Waste Department. Manages operations and contracts associated with the Waste Transfer Station, the Recycling Transfer Station, the Household Hazardous Waste Facility, the Recycling Program, the East Landfill Gas To Energy Facility, Bay Port, Renard Isle and the Cat Islands Contained Disposal Facilities. Coordinates related engineering, construction and environmental monitoring projects; plans long term solid waste handling goals and strategies; represents the County relative to adopted policies.

ESSENTIAL DUTIES:

Plans, develops and enforces policies and procedures for the Recycling and Waste Transfer Stations to ensure smooth daily operations.

Assists in the evaluation and selection of equipment; oversees maintenance and monitors environmental data and plans activities to comply with state regulations for the Port and Solid Waste facilities.

Coordinates operations of facilities with county municipalities; builds and maintains effective working relationships with the same.

Initiates, negotiates, monitors and maintains agreements with local governments, businesses and institutions.

Develops and ensures adherence to facility safety plans and procedures.

Assists in the evaluation and selection of County employees or contractors.

Supervises engineering consultants and construction contractors during planning, siting, design and construction of port, solid waste, recycling, household hazardous waste and related projects.

Represents Brown County and promotes county policies and procedures to the media and public; acts as a liaison to municipalities, citizens and government agencies; speaks to citizens about solid waste issues; projects a positive and professional image of Brown County.

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Assists the Port and Solid Waste Director in preparation of the annual budget.

Performs related functions as assigned.

MATERIALS AND EQUIPMENT USED:

Landfill gas blowers and flares
All-terrain vehicles
Snowmobile
Gas and flow meters
Computer
General office equipment

MINIMUM QUALIFICATIONS REQUIRED:

Education and Experience:

Bachelor's degree in Physical Science, Engineering or Earth Sciences, Public Administration or a related field plus two (2) years of experience in solid waste management; or any combination of education, training and experience which provides the necessary knowledge, skills and abilities.

Licenses and Certifications:

Valid Wisconsin Driver's License

Knowledge, Skills and Abilities:

Knowledge of the principles, practices, techniques and economics of solid waste, recycling, household hazardous waste or commercial port management.

Knowledge of engineering construction inspection, design and construction techniques.

General knowledge of State and federal solid waste, recycling or waterborne commerce regulations.

Knowledge of environmental chemistry (preferred but not required).

Knowledge of basic geology, biology, and physics (preferred).

Knowledge of analytical techniques (preferred).

Knowledge of general office procedures.

Knowledge of and ability to utilize a computer especially Excel and Word and other required software.

Ability to communicate effectively both orally and in writing.

Ability to work with minimal direction.

Ability to establish and achieve long-range goals and objectives and to plan, organize and work towards their implementation.

Ability to establish and maintain effective working relationships with officials, staff and the public.

Ability to bale and sample well and adjust gas extraction and combustion system.

Ability to work the required hours of the position.

PHYSICAL DEMANDS:

Lifting 30 pounds maximum with frequent lifting and/or carrying of objects weighing up to 25 pounds.

Intermittent standing, walking and sitting with occasional driving.

Occasional bending, twisting, squatting, climbing, reaching and grappling.

Communicating orally in a clear manner.

Distinguishing sounds at various frequencies and volumes.

Distinguishing people or objects at varied distances and under a variety of light conditions.

Withstanding temperature changes in the work environment.

Ability to tolerate exposure to cold, heat, noise, vibration and hazards in the work environment.

This job description should not be interpreted as all inclusive. It is intended to identify the major responsibilities and requirements of this job. The incumbents may be requested to perform job-related responsibilities and tasks other than those stated on this description.

New: 2/23/04
Revised: 4/23/10

I have read the above position description and understand the duties and responsibilities of the position.

_____ _____
Employee Name (Please Print) Date

_____
Employee Signature

2010 Fiscal Impact Calculation
For the Period 5/1/10 - 12/31/10
(Delete 1.0 FTE Recycling Manager, Add 1.0 FTE Facility Manager)

Fiscal Impact for the period 5/1/10 to 12/31/10:

	Facility Manager	Recycling Manager	Diff
2010 Salary (5/1/10 - 12/31/10)	$ 37,160.00	$ (36,077.33)	$ 1,082.67
2010 Fringe Benefits (5/1/10 - 12/31/10)	$ 13,466.78	$ (13,074.43)	$ 392.36
Total Fiscal Impact:	$ 50,626.78	$ (49,151.76)	$ 1,475.03