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.

PATRICK W. MOYNIHAN JR., CHAIR
THOMAS J. LUND, VICE CHAIR

PUBLIC NOTICE OF MEETING

Pursuant to Section 19.85 and 59.094, Wis. Stats, notice is hereby given to the public that the regular meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** will be held on **Wednesday, August 16, 2017 at 7:00 p.m.,** in the Legislative Room 203, 100 North Jefferson St., Green Bay, Wisconsin.

NOTICE IS HEREBY GIVEN THAT THE COUNTY BOARD MAY TAKE ACTION ON ANY ITEM ON THE AGENDA

The following matters will be considered:

Call to Order.
Invocation.
Pledge of Allegiance to the Flag.
Opening Roll Call.

1. **Adoption of Agenda.**

2. **Comments from the Public:**
   a. State name and address for the record.
   b. Comments will be limited to five minutes.
   c. The Board's role is to listen and not discuss comments nor take action on those comments at this meeting.

3. **Approval of Minutes of July 19, 2017.**

4. **Announcements of Supervisors.**

5. **Communications:**
   a. Late Communications.

6. **Appointments:**
   County Executive:
   a. Appointment of Amy Payne to the Aging & Disability Resource Center Board of Directors.

7. **Reports by:**
   a. County Executive.
   b. County Board Chair.

8. **Other Reports:** (None)

9. **Committee of the Whole:**
   a. Resolution Authorizing the Execution of the 07-13-2017 Amended and Restated Cooperation Agreement and of the 07-13-2017 Second Amended and Restated Pledge and Security Agreement.

10. **Standing Committee Reports:**

a) **REPORT OF ADMINISTRATION COMMITTEE OF AUGUST 2, 2017:**

1. Review minutes of:
   a. Housing Authority (June 19, 2017). Receive and place on file.
2. Budget Adjustment Request (17-60) re: Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts). To approve.
3. County Clerk - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
4. Child Support - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
5. Child Support - Departmental Openings Summary. Receive and place on file.
6. Child Support - June/July Director Summary. Receive and place on file.
7. Technology Services - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
8. Technology Services Monthly Report. Receive and place on file.
9. Treasurer - Budget Status Financial Report as of June 2017 (Unaudited). Receive and place on file.
10. Treasurer - Discussion and possible action on the sale of the following tax deed parcel located in the City of Green Bay to the previous owner: Parcel 5-1031 at 612 Bond St. Green Bay, WI 54303. To approve the sale back to the previous owner under the condition of making the county whole in 30 days as determined by the Treasurer with a minimum payment of $10,052.47.
11. HR - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
12. HR - Turnover Reports. Receive and place on file.
13. HR - Department Vacancies Report. Receive and place on file.
14. HR - Worker's Compensation Reports. Receive and place on file.
15. HR - Resolution to Ratify the Proposed 2017 Labor Agreement between Brown County and the Brown County Human Services Professional Employees Association. To approve. See Resolution & Ordinances.
16. HR - Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees. To approve. See Resolution & Ordinances.
17. HR Director's Report. Receive and place on file.
18. Dept. of Admin - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
19. Dept. of Admin - Budget Status Report – Levy Funded Departments as of June 30, 2017. Receive and place on file.
20. Dept. of Admin - Budget Adjustment Log. Receive and place on file.
21. Dept. of Admin - Ordinance to Amend Section 2.06 of Chapter 2 of the Brown County Code of Ordinances Entitled "Administration Committee". To hold for one month. See Resolutions & Ordinances.
22. Dept. of Admin - Director's Report. Receive and place on file.
23. Audit of bills. *No action taken.*

b) **REPORT OF EDUCATION AND RECREATION COMMITTEE OF JULY 27, 2017:**

1. Review Minutes of:
   a. Neville Public Museum (July 10, 2017). Receive and place on file.
2. Library - Director's Report. Receive and place on file.
3. Golf Course Budget Status Financial Report for June 2017 – Unaudited. Receive and place on file.
4. Golf Course - Superintendent's Report. Receive and place on file.
5. NEW Zoo Budget Status Financial Report for June 2017 - Unaudited. Receive and place on file.
6. NEW Zoo Director's Report and Zoo Monthly Activity Reports. Receive and place on file.
7. Park Mgmt. - Budget Status Financial Report for June 2017 – Unaudited. Receive and place on file.
8. Park Mgmt. - Discussion re: Parks Ban and/or Violation Notice system. Receive and place on file.
9. Park Mgmt. - Discussion re: Feasibility of Jurisdictional transfer of 6.21 acre Wrightstown Boat Landing to Village of Wrightstown. To direct staff to work with Corporation Counsel and the Village of Wrightstown on a jurisdictional transfer.

10. Park Mgmt. - Resolution to Consent to Easement on the Devil's River Trail. To approve. See Resolution & Ordinances.
11. Park Mgmt. - June 2017 Park Attendance and Field Staff Reports. Receive and place on file.
12. Park Mgmt. - Assistant Director's Report. Receive and place on file.
13. Museum Budget Status Financial Report for June 2017 - Unaudited. Receive and place on file.
14. Museum - Director's Report. Receive and place on file.
15. Audit of bills. To acknowledge the receipt of the bills.

c) EXECUTIVE COMMITTEE OF AUGUST 7, 2017:

1. Review Minutes of: None.
2. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve.
3. Communication from Veterans' Recognition Subcommittee re: Proclamation Declaring August 19, 2017 as Purple Heart Recipients' and Disabled Veterans' Day – Request for Approval. To approve.
4. An Ordinance Amending Subsection 2.13(3) of Section 2.13 of Chapter 2 of the Brown County Code of Ordinances Entitled "Meetings, Agendas". To approve. See Resolution & Ordinances.
5. Resolution to Ratify the Proposed 2017 Labor Agreement between Brown County and the Brown County Human Services Professional Employees Association.
    i. To approve.
    ii. To direct Human Resources and Corporation Counsel to draft a resolution to compensate the members of the Human Services Professional Employees Association as allowed by statute to equalize them to the pay raise given to all other employees and bring back next month. See Resolution & Ordinances.
6. Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees. To approve. See Resolution & Ordinances.
7. Standing Item - Discussion of 2.12 of the County Code of Ordinances: The duties and responsibilities of the EXECUTIVE COMMITTEE. *No action taken.*
8. Internal Auditor Report
    a. Board of Supervisors & Veterans Recognition Subcommittee Budget Status Financial Reports – June 2017 (Unaudited). Receive and place on file.
    b. Status Update: July 1 – July 31, 2017. Receive and place on file.
9. Human Resources Report
    a. Review of Chapter 4 revisions. To refer to HR and bring back next month with any proposed changes after meeting with department heads.
    b. Update re: Electrician's Pay.
        i. To send this issue back to the parent committee for a recommendation on a change in the table of organization.
        ii. To direct Human Resources and Corporation Counsel to draft a resolution to compensate the electricians as allowed by statute to equalize them to the pay raise given to all other employees and bring back next month.
10. Department of Administration Report
    a. Budget Status Report – Levy Funded Departments as of June 30, 2017. Receive and place on file.
11. County Executive Report. *No report, no action taken.*
12. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown. Enter into closed session.
13. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County Board of Supervisors shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown. Return to regular order of business.

14. Reconvene into Open Session: The Brown County Board of Supervisors shall reconvene into open session for possible voting and/or other action regarding obtaining property for employee parking downtown. *No action taken.*

d) REPORT OF HUMAN SERVICES COMMITTEE OF JULY 26, 2017:

1. Review Minutes of:
   a. Aging & Disability Resource Center (April 27, 2017).
   b. Children with Disabilities Education Board (June 19, 2017).
   c. Mental Health Treatment Committee (June 21, 2017).
   d. Veterans' Recognition Subcommittee (June 20, 2017).
   e. Human Services Board (June 8, 2017).
      i. To suspend the rules to take Items 1 a-e together.
      ii. To approve Items 1 a-e.
2. OWI Treatment Courts Information – Judge Zuidmulder. To send the Brown County OWI Treatment Court proposal to Administration to implement in the 2018 budget.
3. Communication from Supervisor Schadewald re: I request a review of contracted service contracts in the Human Services and Health Department Division be done by the Human Services Committee. Receive and place on file.
4. Wind Turbine Update - Receive new information – Standing Item. *No action taken.*
5. Human Services Dept. - Budget Adjustment (17-59): Reallocation between two or more departments, regardless of amount. To approve.
6. Human Services Dept. - Executive Director's Report. Receive and place on file.
7. Human Services Dept. - Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
8. Human Services Dept. - Statistical Reports.
   a. CTC Staff – Double Shifts Worked.
   b. Monthly CTC Data - Bay Haven Crisis Diversion/Nicolet Psychiatric Hospital.
   c. Child Protection - Child Abuse/Neglect Report.
   d. Monthly Contract Update.
      i. To suspend the rules to take Items 8 a-d together.
      ii. Receive and place on file Items 8 a-d.
9. Human Services Dept. - Request for New Non-Continuous and Contract Providers and New Provider Contract. Receive and place on file.
10. Human Services Dept. - Review of contracted services. To hold for one month to discuss at the August meeting.
11. Audit of bills. To acknowledge the receipt of the bills.

e) REPORT OF PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE OF JULY 24, 2017:

1. Review Minutes of:
   a. Harbor Commission (May 8, 2017). Receive and place on file.
   b. Solid Waste Board (April 17, 2017). Receive and place on file.
2. Planning Commission – No agenda items.
3. Property Listing – Budget Status Financial Report for June 2017. Receive and place on file.
4. Zoning – Budget Status Financial Report for June 2017. Receive and place on file.
5. UW-Extension Budget Status Financial Report for June 2017. Receive and place on file.
6. UW-Extension - Director's Report. Receive and place on file.
7. Public Works - CTH G and Spirit Way Traffic Study. Receive and place on file.
8. Public Works - CTH PP Speed Study Report. Receive and place on file.
9. Public Works - Discussion Regarding Brown County Supervisor Coordination during Highway Projects – Design & Construction. Receive and place on file.
10. Public Works - Summary of Operations. Receive and place on file.
11. Public Works - Director's Report. Receive and place on file.
12. Airport - An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation" – *Amended.* To approve with the changes and move this to County Board. See Resolution & Ordinances.

13. Airport Budget Status Financial Report for June 2017. Receive and place on file.
14. Airport Departmental Opening Summary. Receive and place on file.
15. Airport - Employee working more than 12 hours Report. Receive and place on file.
16. Airport - Director's Report. Receive and place on file.
17. Airport - Register of Deeds - Budget Status Financial Report for June 2017. Receive and place on file.
18. Acknowledging the bills. To acknowledge the receipt of the bills.

ei) REPORT OF LAND CONSERVATION SUBCOMMITTEE COMMITTEE OF JULY 24, 2017:

1. Communication from Supervisor Van Dyck re: Request a review of the permitting process for manure pits in Brown County and a specific review and discussion of the proposed manure pit in the Town of Ledgeview including jurisdiction of Brown County. Request that Corp Counsel be in attendance as well as representation from the DNR.
   i. To send this back to staff, have them look at it again, discuss it with the DNR, and have staff go back to the farm that's looking to site the manure pit and see if there were some alternatives, such as see if it could be moved back further and open a public hearing on their concerns before an approval on this permit is granted.
   ii. To review county ordinance relating to the setbacks for a waste storage facility next to a zoned residential area and talk with the Health Department to see if they could come up with any data on what a safe distance for residential neighborhoods and see what other counties and states do within their ordinances with regard to how far their setbacks are.
2. Land Con - Open Positions Report. Receive and place on file.
3. Land Con - Budget Status Financial Report for June 2017. Receive and place on file.
4. Land Con - Directors Report:
   a) 9 Key Element Planning. Receive and place on file.
   b) Plum and Kankapot Watershed Update. Receive and place on file.

f) REPORT OF PUBLIC SAFETY COMMITTEE OF AUGUST 2, 2017:

1. Review Minutes of:
   a. Criminal Justice Coordinating Board (May 11, 2017).
   b. Fire Investigation Task Force Board of Directors (March 9, 2017).
   c. Fire Investigation Task Force General Membership (March 2, 2017).
   d. Local Emergency Planning Committee – LEPC (May 9, 2017).
   Receive and place on file Items 1 a-d.
2. Sheriff - Budget Status Financial Report for May & June 2017 (Unaudited). Receive and place on file.
3. Sheriff - Budget Adjustment Request (17-61): Any allocation from a department's fund balance. To approve.
4. Sheriff - Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees. To approve. See Resolution & Ordinances.
5. Sheriff - Update on Internet Crimes Against Children (ICAC) and Drug Task Force (DTF). Receive and place on file.
6. Sheriff's Report. Receive and place on file.
7. Update re: OWI Treatment Court – Judge Zuidmulder. *Referred back for specific numbers that can be included in the County budget to fund an OWI Court.* To forward to the executive branch to be included in the 2018 budget.
8. District Attorney's Report. Receive and place on file.
9. Public Safety Communications - Budget Status Financial Report for May & June 2017 (Unaudited). Receive and place on file.
10. Public Safety Communications - Budget Adjustment Request (17-53): Any increase in expenses with an offsetting increase in revenue. To approve.
11. Public Safety Communications - Director's Report. Receive and place on file.
12. Emergency Mgmt. - Budget Status Financial Report for May & June 2017 (Unaudited). Receive and place on file.
13. Emergency Mgmt. - Director's Report. Receive and place on file.
14. Circuit Court, Commissioners, Probate - Budget Status Financial Report for May & June 2017 (Unaudited). Receive and place on file.

15. Clerk of Courts - Budget Status Financial Report for April & May 2017 (Unaudited). Receive and place on file.
16. Clerk of Courts - Request for representation from the Clerk of Courts and Courts to attend each meeting monthly to provide monthly updates including various reports as requested by this committee. *No action taken.*
17. Medical Examiner - Budget Status Financial Report for June 2017 (Unaudited). Receive and place on file.
18. 2017 Medical Examiner Activity Spreadsheet. Receive and place on file.
19. Communication from Supervisor Schadewald re: To review those parts of the current Brown County-Oneida service agreement that apply to the departments they oversee. *No action taken.*
20. Communication from Supervisor Zima re: That the attached 3 requests be referred to the Public Safety Committee:
    a. Request for the Clerk of Courts to provide a list of CM, CF, CT, TR cases from 2014-2017 without valid driver's license or State identification information listed.
    b. Request from the Brown County Sheriff for a list of all ICE deportations from the Brown County Jail from Jan. 1, 2014 to present.
    c. Request for the Brown County Sheriff to participate in a partnership with ICE which will give Sheriff Deputies the power to act as federal immigrant agents in the County Jail. The program, known as 287(g), is an agreement between ICE and law enforcement agencies that, after a four-week training program, grants state and local officers the power to question and detain immigrants deemed deportable in state and local jails. The agreement gives trained sheriffs' deputies the authority to use ICE databases, question inmates about their immigration status and place inmates with deportable immigration statuses on detainers for up to 48 hours after their scheduled release to allow time for ICE agents to pick them up for deportation. According to the ICE website, there are 37 law enforcement agencies across 16 states that have such a partnership with the agency. To hold for one month.
21. Audit of bills. *No action taken.*

11. **RESOLUTIONS & ORDINANCES:**

Budget Adjustments Requiring County Board Approval

a. Resolution Approving Budget Adjustments to Various Department Budgets.

Administration Committee

b. Ordinance to Amend Section 2.06 of Chapter 2 of the Brown County Code of Ordinances Entitled "Administration Committee". Motion at Admin: To hold for one month.

Administration Committee and Executive Committee

c. Resolution to Ratify the Proposed 2017 Labor Agreement between Brown County and the Brown County Human Services Professional Employees Association. Motion at Admin: To approve; Motion at Exec: To approve; and To direct Human Resources and Corporation Counsel to draft a resolution to compensate the members of the Human Services Professional Employees Association as allowed by statute to equalize them to the pay raise given to all other employees and bring back next month.

Administration Committee, Executive Committee and Public Safety Committee

d. Resolution to Ratify the 2017-2019 Agreement between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees. Motion at Admin: To approve; Motion at Exec: To approve; Motion at Public Safety: To approve.

Education & Recreation Committee

e. Resolution to Consent to Easement on the Devil's River Trail. Motion at Ed & Rec: To approve.

Executive Committee

f. An Ordinance Amending Subsection 2.13(3) of Section 2.13 of Chapter 2 of the Brown County Code of Ordinances Entitled "Meetings, Agendas". Motion at Exec: To approve.

Planning, Development & Transportation Committee

g. An Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation". Motion at PD&T:

12. CLOSED SESSIONS:

a. Open Session: Motion and Recorded Vote pursuant to Wis. Stats. Sec. 19.85(1), regarding going into closed session pursuant to Wis. Stats. Sec. 19.85(1)(e), i.e. deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, in particular, deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown.

b. Convene into Closed Session: Pursuant to Wis. Stats. Sec. 19.85(1)(g), the Brown County Board of Supervisors shall convene into closed session for purposes of deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, as competitive or bargaining reasons require a closed session here for deliberating and negotiating strategy and options regarding obtaining property for employee parking downtown.

c. Reconvene into Open Session: The Brown County Board of Supervisors shall reconvene into open session for possible voting and/or other action regarding obtaining property for employee parking downtown.

13. Such other matters as authorized by law.

14. Bills over $5,000 for period ending July 31, 2017.

15. Closing Roll Call.

16. Adjournment to Wednesday, September 20, 2017 at 7:00 p.m., Legislative Room 203, 100 N. Jefferson Street, Green Bay, Wisconsin.

Submitted by:

Patrick W. Moynihan, Jr.
Board Chairman

Notice is hereby given that action by the County Board of Supervisors may be taken on any of the items which are described or listed in this agenda. The County Board of Supervisors may go into Closed Session: Pursuant to Wis. Stats. § 19.85(1)(e) to deliberate or negotiate the purchasing of public properties, investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session.

COUNTY CLERK

BROWN

305 E. WALNUT STREET, ROOM 120
P.O. BOX 23600
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SANDRA L. JUNO
COUNTY CLERK

PHONE (920) 448-4016 FAX (920) 448-4498 juno_sl@co.brown.wi.us

Proceedings of the Brown County Board of Supervisors July 19, 2017.

Pursuant to Section 19.84 and 59.14, Wis. Stats., and Wis. Stat. 65.90, notice is hereby given to the public that the Regular meeting of the Brown County Board of Supervisors was held in the Legislative Room 203, 100 N Jefferson St., Green Bay WI.
Chairman Moynihan called the meeting to order at 7p.m. Following, an invocation was given by Vice Chairman Lund and reciting of the Pledge of Allegiance by the Board.
Roll call was taken. Twenty-five Supervisors were present: Sieber, De Wane, Nicholson (7:04pm), Hoyer, Lefebvre, Erickson, Zima (7:04pm), Evans, Vander Leest, Buckley, Landwehr, Dantinne, Brusky, Ballard, Kaster, Van Dyck, Linssen, Kneiszel, Clancy, Campbell, Moynihan, Lund, Blom, Schadewald, Becker. One Supervisor was excused: Gruszynski.
1. Motion to adopt the agenda as amended was approved. Chairman Moynihan amended the agenda by striking items #11a, b, c (Closed Session).
2. Glen Jordan, 3464 Meadow Sound Drive, Green Bay; Mike Tesar, 3505 Lime Kiln Road, Green Bay; Nick Kolanko, MD, 3668 Beachmont Road, Green Bay; and Ryan Radue, 2111 Dollar Road, DePere, all spoke against the proposed manure pit in the Town of Ledgeview during comments from the public. Allison Kaufman, 3433 Meadow Sound Drive, Green Bay, noted in writing on a comment form that she is also against the proposed manure pit. Fr. Bill Ribbens, 1016 N Broadway, DePere, spoke to the Board in favor of the proposed "ban the box" ordinance (referring to the check-box on the Brown Co. job application which questions an applicant's criminal history).
3. Motion to approve the minutes of the June 21, 2017 meeting was approved.
4. Supervisors Evans, Becker, Zima, Campbell, and Linssen, and Vice Chair Lund addressed the Board under Announcements of Supervisors.
5. Communications.
5a: From Supervisor Van Dyck: Reqeust a review of the permitting process for manure pits in Brown County and a specific review of the proposed manure pit in the Town of Ledgeview including jurisdiction of Brown County. Referred to Land Conservation Subcommittee.
5b. From Supervisor Schadewald: To the Public Safety Committee to review those parts of the current Brown County-Oneida service agreement that apply to the departments they oversee. Referred to Public Safety Committee.
Appointments by County Executive.
6a. Motion to approve the appointment of John Fenner to the Brown County Housing Authority was approved.
7a. Report was given by County Executive Streckenbach.
7b. Report was given by County Board Chairman Moynihan.
8. Other Reports - none.
9. Standing Committee Reports.
9a. Motion to adopt Report of Administration Comm of July 12, 2017 was approved with the exception of item #2 which was taken separately. Following discussion, a motion to approve item #2 was approved.
9b. Motion to adopt Report of Education & Recreation Comm of June 29, 2017 was approved.
9c. Motion to adopt Report of Executive Comm of July 10, 2017 was approved.
9d. Motion to adopt Report of Human Services Comm of June 28, 2017 was approved.

9e. Motion to adopt Report of Planning, Development and Transportation Comm of June 26, 2017 was approved.
9ei. Motion to adopt Report of Special Planning, Development and Transportation Comm of July 19, 2017 was approved.
9eii. Motion to adopt Report of Land Conservation Subcommittee of June 26, 2017 was approved.
10. Resolutions, Ordinances.

Budget Adjustments Requiring Board Approval

10a. Motion to approve Resolution Approving Budget Adjustments to Various Department Budgets was approved as follows:

17-50
HHS-Health

2016 Consolidated Contract - additional funds were awarded to the following grants. New and additional funds will be directed to building an electronic communication network for Emergency Medical Services within the seven counties of Region 3, Northeast Wisconsin.
BIOT Hospital Prepare (155171) - $57,453
HPP Ebola (155189) - $46,026
BIOT Focus A Planning (155015) - $8,137
Bioterrorism Preparedness (155050) - $1,625
PHEP Ebola (11111) - $625

Amount: $113,866

17-52
Technology
Services

Beginning in 2008 continuing through today BCCAN has built, operated and maintained a 65+ mile fiber optic network spanning the greater Green Bay & surrounding areas. During BCCAN's design phase (2006-07), the GB Public School Dist. was an active participant; however, as a result of a failed referendum, the District was forced to withdraw their participation. BC Technology Services had the foresight to include additional capacity in their fiber optic backbone network earmarked for District use in anticipation of a future reintroduction of the GB Public School District into the fiber optic network. BCCAN took an additional step of obtaining a USAC Form 498 ID/SPIN (143037224) in anticipation of offering these strands back to the District through the E-Rate program.

GBAPSD has awarded BCCAN a 10 Year IRU (Indefeasible Right of Use) contract to provide their fiber optic WAN services. These connections are made via "last mile" construction from each site to the existing BCCAN fiber optic infrastructure. The awarded bid amount for this fiber optic WAN service is $3,703,709 (as a side note, the next cheapest comparable bid was from Spectrum at $6,250,960).

Amount: $3,703,709

Administration and Executive Comm

10b. Motion to approve Resolution Re: Change in Table of Organization for the Department of Administration's Risk Manager, Buyer, and Purchasing Clerk Positions was approved.

Education & Recreation Comm

10c. Motion to approve Resolution Adopting the 2017 Neville Public Museum Visitor Experience and Architectural Exhibition and Master Plan was approved.

Executive Comm

10d. Ordinance to Create Chapter 43 of the Brown County Code of Ordinances Entitled "Property Assessed Clean Energy Financing" was approved.
10e. Motion approve Property Assessed Clean Energy (PACE) Resolution was approved.
10f. Motion to approve Resolution Supporting 2017 Assembly Bill 292 and 2017 Senate Bill 228 Regarding the Sale of the Green Bay Correctional Institution was approved as amended.

Planning, Development & Transportation Comm

10g. Ordinance to Amend Section 25.09 of Chapter 25 of the Brown County Code of Ordinances Entitled "Conveyors of Public Transportation" was referred back to committee.

Special Planning, Development & Transportation Comm

10h. Motion to approve Resolution Petitioning the Secretary of Transportation for Airport Development and Improvement Aid was approved.
11. Closed Session: struck from agenda.
12. Such other matters as authorized by law.

12a. From Supervisor Van Dyck (amended item #5a): Request a review of the permitting process for manure pits in Brown County and a specific review and discussion of the proposed manure pit in the Town of Ledgeview including the jurisdiction of Brown County. Request that Corp Counsel be in attendance as well as representation from the DNR was referred to Land Conservation Subcommittee.
13. Motion to adopt payment of the Bills over $5,000 for the Period Ending June 30, 2017 was approved.
14. Closing Roll Call was taken. Twenty-five Supervisors were still present, with one Supervisor excused.
15. At 10:06p.m., a motion to adjourn to August 16, 2017, at 7 p.m., Legislative Room 203, 100 N Jefferson St., Green Bay WI, was approved.

Certification, State of WI, County of Brown, I, Sandra L. Juno, do hereby certify that these are the summarized version of the minutes of the meeting of the Brown County Board of Supervisors held on July 19, 2017. These minutes in their entirety are available in the County Clerk's Office and on the County Webpage at www.co.brown.wi.us

/s/ Sandra L. Juno, Brown County Clerk.

EXECUTIVE

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

PHONE (920) 448-4001 FAX (920) 448-4003

Troy Streckenbach

BROWN COUNTY EXECUTIVE

August 8, 2017

Chairman and Members of the Brown County Board of Supervisors:

I respectfully submit for your confirmation on August 16, 2017, to the following:

Aging & Disability Resource Center Board of Directors

The appointment of Brown County Supervisor Amy Payne for a three (3) year term, expiring December 31, 2020.

Thank you for your consideration.

Sincerely,

Troy Streckenbach
Brown County Executive

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EXECUTIVE

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

PHONE (920) 448-4001 FAX (920) 448-4003

Troy Streckenbach
BROWN COUNTY EXECUTIVE

Brown County Executive Appointment Information Sheet

Amy Payne

Committee:	**ADRC**
Date Appointed:	
Term Expires:	
Address:	812 Posey Court Green Bay WI 54313
Preferred Mailing:	812 Posey Court, Green Bay, WI 54313
Phone:	
Current Employer:	The Gathering Place
Current Position:	Outreach Coordinator
Employment History:	The Gathering Place - Certified Peer Specialist Business Owner - Insurance Dental Office - Financial Secretary
Education Background:	NWTC - Associate's Degree Certified Peer Specialist - Wisconsin DHS
Community Service:	Public speaking to break the stigma of mental health. Started and am a facilitator of support groups. Teaching educational classes. Organized and helped a group to volunteer at St. John's.
Professional Trade Aff:	NAMI Brown County DBSA Brown County Recovery Implementation Taskforce - Wisconsin DHS

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August 16, 2017

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

Ladies and Gentlemen:

RESOLUTION AUTHORIZING THE EXECUTION OF THE 07-13-2017 AMENDED AND RESTATED COOPERATION AGREEMENT AND OF THE 07-13-2017 SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

WHEREAS, on 05-17-2017, the Brown County Board of Supervisors created Chapter 9 of the Brown County Code of Ordinances entitled "BROWN COUNTY SALES AND USE TAX," which provides for a 72-Month Sales and Use Tax to go into effect on 01-01-2018; and

WHEREAS, in order to effectuate said Sales and Use Tax, Brown County and the Village of Allouez, the Village of Ashwaubenon, the Village of Bellevue, the Village of Howard, the Village of Suamico, the City of De Pere, and the City of Green Bay all must enter into the 07-13-2017 Amended and Restated Cooperation Agreement (a copy of which is attached to this Resolution), and all must also enter into the 07-13-2017 Second Amended and Restated Pledge and Security Agreement (a copy of which is attached to this Resolution); and

WHEREAS, the Brown County Board of Supervisors desires to effectuate said Sales and Use Tax by entering into the two Agreements mentioned above.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the Board approves of the two Agreements mentioned above, and that the Board hereby authorizes and directs the County Executive, the County Clerk, and any other necessary County personnel to execute said two Agreements on behalf of Brown County.

Fiscal Note: This resolution does not require an appropriation from the General Fund.

Respectfully submitted,
Patrick Moynihan, Jr.
County Board Chairperson

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Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Corporation Counsel upon Request of County Board Chairperson

Final Draft Authored and Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

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BOARD OF SUPERVISORS

Brown County

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

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: August 9, 2017
REQUEST TO: Brown County Board of Supervisors
MEETING DATE: August 16, 2017
REQUEST FROM: Patrick W. Moynihan, Jr.
County Board Chairperson

REQUEST TYPE: X New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION AUTHORIZING THE EXECUTION OF THE 07-13-2017 AMENDED AND RESTATED COOPERATION AGREEMENT AND OF THE 07-13-2017 SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

ISSUE/BACKGROUND INFORMATION:
Executing these two documents is a necessary step in effectuating the Sales and Use Tax to take effect on 01-01-2018.

ACTION REQUESTED:
Approval of Resolution.

FISCAL IMPACT:
NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes X No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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AMENDED AND RESTATED COOPERATION AGREEMENT

THIS AMENDED AND RESTATED COOPERATION AGREEMENT (this "Agreement"), dated as of July 11, 2017, is by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Suamico," and collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), the REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation (the "Green Bay RDA"), and the COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation (the "Ashwaubenon CDA," and together with the Green Bay RDA, the "Authorities").

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Authorities are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein).

B. Subsequent to the execution of the 1999 Cooperation Agreement, Bellevue and Suamico became members of the Room Tax Commission.

C. Pursuant to the 1999 Cooperation Agreement:

(1) The Municipalities and Associated Bank Green Bay, National Association (as predecessor in interest to Associated Trust Company, National Association), as trustee (the "Trustee"), entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement") which provided that all Room Tax Revenues would be deposited with the Trustee and allocated as provided therein;

(2) The Green Bay RDA's Lease Revenue Bonds, Series 1999A (Convention Center Project) (the "Green Bay RDA Series 1999 Bonds") financed the costs incurred in connection with the construction and development of a convention center and the

remodeling of conference facilities which comprise a portion of the KI Convention Center located in Green Bay (the Green Bay RDA Series 1999 Bonds were refunded by the Green Bay RDA's Lease Revenue Refunding Bonds, Series 2006 (Convention Center Project) (the "Green Bay RDA Series 2006 Bonds") and the Green Bay RDA Series 2006 Bonds were refunded by the Green Bay RDA's Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) (the "Green Bay RDA Series 2016 Bonds"));and

(3) The Ashwaubenon CDA's Lease Revenue Bonds, Series 1999A (Arena Project) (the "Ashwaubenon CDA Series 1999 Bonds') financed the costs incurred in connection with the design, construction, furnishing and equipping of an arena known as the Resch Center located in Ashwaubenon (certain maturities of the Ashwaubenon CDA Series 1999 Bonds were refunded by the Ashwaubenon CDA's Lease Revenue Refunding Bonds, Series 2002 (Arena Project) (the "Ashwaubenon CDA Series 2002 Bonds") and certain maturities of the Ashwaubenon CDA Series 2002 Bonds were refunded by the Ashwaubenon CDA's Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) (the "Ashwaubenon CDA Bonds (Brown County Resch Center Project) (the "Ashwaubenon CDA Series 2012 Bonds")).

D. In 2012 the Municipalities and the County entered into the Addendum to 1999 Cooperation Agreement (the "2012 Addendum") which provided that the Municipalities would increase the room tax rate from 8% to 10% and, as contemplated therein, the Municipalities, the County, the Room Tax Commission and the Trustee entered into the Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement and which permitted the Room Tax Revenues resulting from such increase in the room tax rate to be transferred to the Greater Green Bay Convention & Visitors Bureau, Inc. (the "CVB") unless a "Room Tax Deficiency" (as defined in the 1999 Cooperation Agreement) existed.

E. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County elected to maintain a balance of $2,200,000 in the Room Tax Stabilization Fund (as defined in the 1999 Cooperation Agreement) in addition to the $2,800,000 required to be held in the debt service reserve account for the Ashwaubenon CDA Bonds. The County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, monies then on deposit in the Room Tax Stabilization Fund in excess of $5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (together with any refunding bonds, the "KI Expansion Bonds") issued to pay the costs of the expansion to the KI Convention Center which was completed in 2015 (the "KI Expansion Project").

F. The County is proposing that the existing Brown County Veterans Memorial Arena be demolished and a new exposition center be constructed on the site (the "Expo Center") and desires to utilize Room Tax Revenues to provide financing for the payment of debt service on bonds issued by the Ashwaubenon CDA to finance the design and construction of the Expo Center.

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G. The parties are willing to amend and restate the 1999 Cooperation Agreement in its entirety, and incorporate in this Agreement the applicable provisions of the 2012 Addendum and the County/City Agreement, and the execution and delivery of this Agreement has been duly and validly authorized by resolutions of the Municipalities, the County, the Room Tax Commission and the Authorities.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 1999 Cooperation Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

"2017 Pledge and Security Agreement" means the Second Amended and Restated Pledge and Security Agreement dated as of July 11, 2017 by and among the Municipalities, the Room Tax Commission, the County and the Trustee, incorporating the pledge of Net Room Taxes to the Municipal Development and payment of debt service on the Bonds and which amends and restates the 2012 Pledge and Security Agreement, as such agreement may be amended, modified, supplemented or restated from time to time.

"Additional Municipality" means any Non-Party Municipality within the Tourism Zone as identified in the Room Tax Act which following the executing of this Agreement becomes a member of the Room Tax Commission and which pursuant to Section 5.08 becomes a Municipality hereunder.

"Ashwaubenon CDA Bonds" means, collectively, (a) the Ashwaubenon CDA Bonds (Brown County Resch Center Project) and (b) any Ashwaubenon CDA Bonds (Brown County Expo Center Project) issued by the Ashwaubenon CDA; in each case which are outstanding on the relevant date and which financed property leased by the Ashwaubenon CDA to the County pursuant to an Ashwaubenon Lease.

"Ashwaubenon CDA Bonds (Brown County Expo Center Project)" means the (a) lease revenue bonds to be issued by the Ashwaubenon CDA pursuant to the Ashwaubenon Indenture (Brown County Expo Center Project), in one or more series, to finance the costs of the Expo Center project in such amount determined to be necessary by the County, based on the scope of work and the bid process to be undertaken by Ashwaubenon, the Ashwaubenon CDA and/or the County, and (b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Expo Center), in each case which are outstanding on the relevant date.

"Ashwaubenon CDA Bonds (Brown County Resch Center Project)" means (a) the Taxable Lease Revenue Refunding Bonds, Series 2012 (Brown County Resch Center Project) issued by the Ashwaubenon CDA on March 29, 2012 in the aggregate principal amount of $35,660,000 pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and

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(b) any refunding bonds subsequently issued by the Ashwaubenon CDA which refinance property leased by the Ashwaubenon CDA to the County pursuant to the Ashwaubenon Lease (Resch Center), in each case which are outstanding on the relevant date.

"Ashwaubenon Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Ashwaubenon Development.

"Ashwaubenon Improvement Area" means the area depicted or described in Exhibit C here to as the Ashwaubenon Improvement Area.

"Ashwaubenon Indenture" means, as the context may require, the Ashwaubenon Indenture (Brown County Expo Center Project), the Ashwaubenon Indenture (Brown County Resch Center Project), or both such indentures.

"Ashwaubenon Indenture (Brown County Expo Center Project)" means the Indenture of Trust to be entered into by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Expo Center Project), as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Indenture (Brown County Resch Center Project)" means the Indenture of Trust dated as of December 1, 1999, as supplemented by the First Supplemental Indenture of Trust dated as of May 1, 2002 and the Second Supplemental Indenture of Trust dated as of March 1, 2012, by and between the Ashwaubenon CDA and the Trustee with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project), as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease" means, as the context may require, the Ashwaubenon Lease (Expo Center), the Ashwaubenon Lease (Resch Center), or both such leases.

"Ashwaubenon Lease (Expo Center)" means the instrument of lease to be entered into by the Ashwaubenon CDA and the County with respect to the Expo Center as described in Section 4.03, as amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Lease (Resch Center)" means Lease dated as of December 1`. 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of May 1, 2002 and the Second Supplement to Lease (Additional Bonds) dated as of March 1, 2012, between the Ashwaubenon CDA, as lessor, and the County, as lessee, with respect to the Resch Center, as further amended or supplemented from time to time pursuant to the terms thereof.

"Ashwaubenon Plan" means the Ashwaubenon CDA's Redevelopment Plan, approved April 17, 1998, as amended from time to time pursuant to the Redevelopment Act.

"Auditing and Collection Agreement" shall have the meaning assigned in Section 8.13.

"Bonds" means collectively the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds.

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"Bond Year" means the period beginning June 1 of a year and ending May 31 of the following year.

"CVB" means the Greater Green Bay Convention & Visitors Bureau, Inc. (formerly known as the Green Bay Area Visitor & Convention Bureau, Inc.), a Wisconsin nonprofit corporation and a "tourism entity" within the meaning of the Room Tax Act.

"Effective Date" is defined in Section 8.14.

"Expo Center" means a facility intended to have approximately 100,000 plus square feet of hard (e.g., concrete) free-span exposition floor space with high ceilings designed for large-scale public or private trade shows, exhibitions and sporting events, including necessary support and service facilities which may include, but are not limited to, the following: retractable arena style seating, an ice sheet, concessions, storage areas and offices. The Expo Center will replace the existing Brown County Memorial Veterans Arena, Shopko Hall, and Hall of Fame, and will be connected to the Resch Center.

"Governing Body" (i) when used with reference to the Municipalities, means the Common Council, Village Board or other legislative body of the Municipalities, (ii) when used with reference to the County, means the Board of Supervisors or other legislative body of the County, (iii) when used with reference to the Room Tax Commission, means the Commissioners or other legislative body of the Room Tax Commission and (iv) when used with reference to the Authorities, means the Commissioners or other legislative body of the Authorities.

"Governing Body Authorization" means the Governing Body Authorizations described in the 1999 Cooperation Agreement and the following Governing Body Authorizations and approvals made and given pursuant to the Redevelopment Act, Room Tax Act, and Section 66.0301, Wis. Stats.:

(i) when used with reference to Green Bay, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Green Bay's Governing Body in July or August, 2017;

(ii) when used with reference to De Pere, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by De Pere's Governing Body in July or August, 2017;

(iii) when used with referend to Allouez, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Allouez's Governing Body in July or August, 2017:

(iv) when used with reference to Ashwaubenon, means the resolution r in support of this specific Amended and Restated Cooperation Agreement adopted by Ashwaubenon's Governing Body in July or August, 2017;

(v) when used with reference to Howard, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Howard's Governing Body in July or August, 2017;

(vi) when used with reference to Bellevue, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Bellevue's Governing Body in July or August, 2017;

(vii) when used with reference to Suamico, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Suamico's Governing Body in July or August, 2017;

(viii) when used with reference to the Room Tax Commission, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Room Tax Commission's Governing Body in July or August, 2017;

(ix) when used with reference to the Ashwaubenon CDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Ashwaubenon CDA's Governing Body in July or August, 2017;

(x) when used with reference to the Green Bay RDA, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by the Green Bay RDA's Governing Body in July or August, 2017; and

(xi) when used with reference to Brown County, means the resolution in support of this specific Amended and Restated Cooperation Agreement adopted by Brown County's Governing Body in July or August, 2017.

"Green Bay Development" means the development and redevelopment undertakings described in Exhibit A hereto as the Green Bay Development.

"Green Bay Improvement Area" means the area depicted or described in Exhibit C hereto as the Green Bay Improvement Area.

"Green Bay Indenture" means Indenture of Trust dated as of July 1, 1999, as supplemented by the First Supplement to Indenture of Trust dated as of March 1, 2006 and the Second Supplement to Indenture of Trust dated as of April 1, 2016, by and between the Green Bay RDA and the Trustee with respect to the Green Bay RDA Bonds, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Lease" means the Lease dated as of July 1, 1999, as supplemented by the First Supplement to Lease (Additional Bonds) dated as of March 1, 2006, the Second Supplement to Lease dated as of December 1, 2013 and the Third Supplement to Lease dated as of April 1, 2016, as further amended or supplemented from time to time pursuant to the terms thereof.

"Green Bay Plan" means the Green Bay RDA's Redevelopment District and Redevelopment Plan, approved November 18, 1997 and December 2, 1997 respectively as amended from time to time pursuant to the Redevelopment Act.

"Green Bay RDA Bonds" means, collectively, (a) the Green Bay RDA Series 2016 Bonds and (b) any refunding bonds subsequently issued by the Green Bay RDA, in each case which are outstanding on the relevant date and which refinanced property leased by the Green Bay RDA to the County pursuant to the Green Bay Lease.

"Green Bay RDA Series 2016 Bonds" means the Taxable Lease Revenue Refunding Bonds, Series 2016 (KI Convention Center Project) issued by the Green Bay RDA on April 5, 2016 in the aggregate principal amount of $10,210,000 pursuant to the Green Bay Indenture.

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"Improvement Areas" means, collectively, the Ashwaubenon Improvement Area and the Green Bay Improvement Area.

"Indentures" means, collectively, the Ashwaubenon Indenture and the Green Bay Indenture.

"Leases" means, collectively, the Ashwaubenon Lease and the Green Bay Lease.

"Mortgages" means (a) the Assignment of Lease and Rents dated as of December 1, 1999 from the Ashwaubenon CDA to the Trustee which secures the Ashwaubenon CDA Bonds, (b) the Assignment of Lease and Rents dated as of July 1, 1999, as amended by the First Amendment to Assignment of Lease and Rents dated as of March 1, 2006, the Second Amendment to Assignment of Lease and Rents (Additional Municipal Development Property) dated as of December 1, 2013 and the Third Amendment to Assignment of Lease and Rents dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secures the Green Bay RDA Bonds, (c) the Mortgage and Security Agreement dated as of July 1, 1999, as amended by the First Amendment to Mortgage and Security Agreement dated as of March 1, 2006, the Second Amendment to Mortgage and Security Agreement (Additional Premises) dated as of December 1, 2013 and the Third Amendment to Mortgage and Security Agreement dated as of April 1, 2016, from the Green Bay RDA to the Trustee which secured the Green Bay RDA Bonds and (d) all other mortgages and assignments of leases, security agreements or other agreements or instruments hereafter entered into by either of the Authorities or any third party (with the written consent of either the Ashwaubenon CDA or the Green Bay RDA, as applicable) and delivered to the Trustee for the purpose of granting the Trustee a mortgage lien on either the Ashwaubenon Development Property or the Green Bay Development Property, as applicable, as collateral security for the payment of the Ashwaubenon CDA Bonds or the Green Bay RDA Bonds, as applicable.

"Municipal Development" means, collectively, the Ashwaubenon Development and the Green Bay Development.

"Municipal Development Costs" means the costs incurred or to be incurred by the Ashwaubenon CDA and Green Bay RDA, respectively, with respect to the purchase, construction, installation and improvement of the Municipal Development Property.

"Municipal Development Property" means all right, title and interest of the Ashwaubenon CDA and Green Bay RDA, respectively, in, to and under all real property and real property improvements purchased, constructed, installed or improved by the Ashwaubenon CDA and Green Bay RDA, respectively, in the areas described in Exhibit B with the proceeds of the Bonds.

"Municipality" means each of Green Bay, De Pere, Allouez, Ashwaubenon, Howard, Suamico, Bellevue and any Additional Municipality.

"Net Room Taxes" means the Room Taxes levied, enforced and collected by or with respect to the Municipalities from time to time minus the amount of "Additional Room Taxes" (as defined in the 2017 Pledge and Security Agreement) transferred to the Additional Room Tax Fund pursuant to Section 4.04 of the 2017 Pledge and Security Agreement and minus the amount

allocated to the Room Tax Administrative Fund pursuant to Section 4.01(a) of the 2017 Pledge and Security Agreement.

"Non-Party Municipality" means, at any time, any political subdivision of the State of Wisconsin or any federally recognized Indian tribe within the Tourism Zone that is not a party to this Agreement at such time.

"Non-Party Municipality Room Taxes" shall have the meaning ascribed to such term in Section 5.08.

"Redevelopment Act" means Section 66.1333 of the Wisconsin Statutes, as amended.

"Redevelopment Areas" means the project areas identified as such in the Redevelopment Plans.

"Redevelopment Plans" means, collectively, the Ashwaubenon CDA Plan and the Green Bay RDA Plan.

"Room Tax Act" means Section 66.0615 of the Wisconsin Statutes, as amended.

"Room Tax Deficiency" means any date on which either (i) the amount on deposit in the Room Tax Stabilization Fund on such date is Fifty Percent (50%) or less than the amount on deposit therein as of the end of the immediately preceding calendar year or (ii) Net Room Taxes for each of the immediately preceding eight (8) consecutive calendar months were insufficient to fund direct or indirect payments, as lease payments or otherwise, of debt service on the Green Bay RDA Bonds and on the Ashwaubenon CDA Bonds (Brown County Resch Center Project).

"Room Taxes" means those room taxes levied and collected by the Municipalities pursuant to the Room Tax Act and pursuant to this Agreement.

"Room Tax Rate" means the percentage rate of any Room Taxes.

"Room Tax Revenues" means, collectively, Net Room Taxes received by the Room Tax Commission and, in the event of a Room Tax Deficiency, any other Room Taxes necessary to make payments of debt service on the Bonds.

"Room Tax Stabilization Fund" means (a) initially, the fund by that name established pursuant to the Ashwaubenon Indenture (Brown County Resch Center Project) and (b) from and after the date the Ashwaubenon Indenture (Brown County Resch Center Project) is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the successor fund by that name establish pursuant to the 2017 Pledge and Security Agreement.

"Surplus Net Room Tax Revenues" means Net Room Tax Revenues remaining after the allocation of Net Room Tax Revenues in respect of the Green Bay RDA Bonds and the Ashwaubenon CDA Bonds (Brown County Resch Center Project) described in Section 4.01(b) of the 2017 Pledge and Security Agreement.

"Tourism Agreement" means the Agreement dated January 1, 1999 by and between the Room Tax Commission and the CVB, as amended, supplemented, revised or restated from time to time.

"Tourism Zone" means the Zone encompassing the Municipalities, the County and any neighboring municipalities.

"Trustee" means such institution acceptable to the County to serve as trustee under the Indentures, currently Associated Trust Company, National Association.

"Zone" shall have the meaning ascribed to such term in the Room Tax Act.

ARTICLE II

RECITALS OF PUBLIC PURPOSE

Section 2.01 Improvement Areas Objectives.

The Improvement Areas lie wholly within the Redevelopment Areas, so that development and redevelopment occurring within the Improvement Areas has been and will be in furtherance of the public purpose objectives as set forth in the Redevelopment Plans and the Redevelopment Act. Therefore, the Municipalities, the County, the Room Tax Commission and the Authorities have identified the development and redevelopment of the Improvement Areas and the promotion and development of conventions and other forms of tourism within the improvement areas as matters of group interest.

Section 2.02 Importance of Municipal Development Property.

The Municipal Developments have comprised and will comprise the construction, installation and improvement of real property and real property improvements within the Improvement Areas which improvements and interrelated facilities constitute tourism and convention facilities within the meaning of the Room Tax Act and serve the purposes and objectives set forth in Exhibit A. The Municipalities, the County, the Room Tax Commission and the Authorities hereby find and determine that the control, disposition and use of the Municipal Development Property will be crucial to the achievement of a sound and coordinated development and redevelopment of the Improvement Areas and for the promotion and development of conventions and other forms of tourism activities therein.

The Municipalities, the County, the Room Tax Commission and the Authorities (a) acknowledge that construction of the Resch Center and the KI Convention Center has been completed and (b) intend to take all steps and perform all acts hereunder necessary to undertake and complete the development of the Expo Center consistent with the terms and conditions of this Agreement.

Section 2.03 Importance of Room Tax Revenues.

The Room Tax Revenues, as pledged and utilized pursuant to this Agreement, will assist in the financing of convention and other forms of tourism promotion and development in the Redevelopment Areas.

Section 2.04 Governing Body Authorizations.

Acting pursuant to Section 66.0301, Wis. State., Section 13 of the Redevelopment Act and the Room Tax Act, the execution, delivery and performance of this Agreement by the Municipalities, the County, the Room Tax Commission and the Authorities have been authorized by the respective Governing Body Authorizations.

Section 2.05 Nature of Financing Transaction.

Each issue of Bonds has and will function as a conduit financing for the benefit of the County, which, pursuant to the Leases, will be responsible for payment of all debt service for the Bonds and will have a possessory interest in the leased property. Each Lease will embody the County's obligation to make payments equal to debt service payments on the corresponding issue of Bonds. The reason for using each Lease is to establish a payment obligation that does not constitute debt for the purposes of constitutional and statutory limitations under Wisconsin law.

Under the Ashwaubenon Lease, after payment of all debt service the Ashwaubenon CDA shall, unless the Ashwaubenon CDA and the County otherwise agree, convey the Ashwaubenon Municipal Development Property to the County by quitclaim deed for nominal or no additional consideration.

ARTICLE III

UNDERTAKINGS OF THE MUNICIPALITIES

Section 3.01 Municipalities to Plan to Promote Private Development.

The Municipalities agree to develop plans for the use of the Municipal Development Property in a manner that will promote and assist the future private development of the Redevelopment Areas and that will promote conventions and other forms of tourism and development.

Section 3.02 Ashwaubenon and Green Bay to Provide Administrative Support to Authorities.

Ashwaubenon and Green Bay agree to provide the Ashwaubenon CDA and Green Bay RDA, respectively, administrative support to enable the Authorities to carry out the Redevelopment Plans. Administrative support may include services such as the provision of office space and the provision of financial, accounting, legal and engineering consultation.

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Section 3.03 Municipalities to Levy Room Taxes At Prescribed Room Tax Rate.

Notwithstanding prior resolutions, ordinances or municipal acts to the contrary, the Municipalities have enacted resolutions, ordinances and all other municipal acts necessary to effect, as of the Effective Date, the levy, enforcement and collection of Room Taxes at a Room Tax Rate of 10%, subject to any restrictions related thereto in the Room Tax Act or such higher rate as may be permitted in the Room Tax Act and as may be necessary to fulfill the Municipalities' obligations under Section 3.04 of this Agreement.

Section 3.04 Municipalities to Continue Pledge of Net Room Taxes.

The Municipalities continue to pledge all Net Room Taxes to the Room Tax Commission and to consent to the use of Net Room Taxes for the purposes set forth in the 2017 Pledge and Security Agreement, subject to any restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Municipalities shall enter into the 2017 Pledge and Security Agreement.

The Municipalities agree that in the event of a Room Tax Deficiency, upon sixty (60) days written notice from the County, the Municipalities shall approve such resolutions, ordinances or other municipal acts necessary to increase the Room Tax Rate, if then permitted under the Room Tax Act, to a percentage sufficient to yield Net Room Taxes sufficient to make payments of debt service on the Bonds.

The Municipalities obligations in this Section 3.04 are collective in that all Municipalities are obligated to increase their respective Room Tax Rates to an equivalent percentage and such increases in Room Tax Rates shall be effective on the first day of the first month following the final Municipality approving the increase to its Room Tax Rate. The obligation of the Municipalities to increase the Room Tax Rate hereunder shall be subject to any restrictions related thereto in the Room Tax Act.

Each Municipality also agrees not to increase its Room Tax Rate and use or pledge such increased Room Tax Revenues to any project for any purpose or in any manner that constitutes an irrevocable pledge, or a prohibition, or in any manner prohibits or restricts a Municipality from applying Room Tax Revenues in excess of its Net Room Taxes to a Room Tax Deficiency.

Section 3.05 Municipalities to Participate in the Room Tax Commission.

The Municipalities agree, in accordance with the Room Tax Act, to continue their participation in the Room Tax Commission at levels at least comparable to that in effect on the date of this Agreement. The Municipalities agree to increase such participation to the extent necessary to consummate the transactions contemplated by this Agreement.

Section 3.06 Green Bay to Manage Portion of Municipal Development.

Green Bay agrees to continue to operate and manage the Green Bay Development. In furtherance thereof, Green Bay agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, Green Bay may enter into management or lease

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agreement(s) with the Green Bay RDA, with a third party or both for the operation and management of the Green Bay Development.

Section 3.07 Approval of Expo Center Project by the Municipalities..

The Municipalities approve the use of Room Tax Revenues to pay for the Municipal Development Costs relating to the design and construction of the Expo Center including, without limitation, the payment of debt service on the Ashwaubenon CDA Bonds (Brown County Expo Center Project).

ARTICLE IV

UNDERTAKINGS OF THE COUNTY

Section 4.01 Contribution of Ashwaubenon Development Property to Ashwaubenon CDA.

Acting pursuant to Section 13 of the Redevelopment Act, to provide general support and assistance to the Authorities in carrying out the Redevelopment Plans and to carry out redevelopment as provided in the Redevelopment Act and the Redevelopment Plans, the County agrees, to the extent not previously done, to contribute to the Ashwaubenon CDA, for the uses and purposes set forth in Section 6.04, all of the County's right, title and interest in and to the Ashwaubenon Development Property. The County shall execute and deliver to the Ashwaubenon CDA such deed, bill of sale and other instrument as the Ashwaubenon CDA may reasonably request to evidence and perfect such contribution from the County.

Section 4.02 County to Plan to Promote Private Development.

The County agrees in cooperation with the Room Tax Commission to operate and use or cause to be operated and used the Municipal Development Property in a manner that will promote and assist the future private development of the Improvement Areas and in a manner intended to promote and develop tourism within the County.

Section 4.03 County to Lease Municipal Development Property from the Authorities.

The County agrees to lease from the Authorities the property contributed to the Authorities pursuant to Section 6.01 and 6.02 as improved with the Municipal Development. Each Lease shall contain or incorporate restrictions on the use of the Municipal Development Property as described in Section 6.04. Each Lease shall be a "triple net lease", as defined in the Lease, and provide for base rents and additional rents sufficient to pay when due the principal of and interest on the Ashwaubenon CDA Bonds and the Green Bay RDA Bonds, respectively. The obligation of the County to pay rents or other amounts due under the Leases shall be conditioned upon the County's "quiet enjoyment" of the leasehold property. The County anticipates that the Net Room Tax Revenues will be sufficient to make all payments required to be made by the County pursuant to the Leases. In the event that such Net Room Tax Revenues are insufficient to make such payments, the County agrees to take whatever action is necessary to fund such payments then due and payable under the Leases.

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In the event of a Room Tax Deficiency, the County may, but shall not be required to, upon sixty (60) days written notice to the Municipalities require such Municipalities to, pursuant to Section 3.04 of this Agreement, increase its Room Tax Rate in a percentage needed to generate sufficient revenue to pay future lease payments under the Leases.

Further, to the extent that the County is required to make payments from revenues other than Room Tax Revenues, such payments shall be considered a loan or advance to the Room Tax Commission to be reimbursed from future Surplus Net Room Tax Revenues together with interest actually paid by the County with respect to indebtedness incurred by the County to finance such payment; such reimbursement to occur as soon as reasonably practicable and to the extent that the Room Tax Commission has received Room Tax Revenues in excess of that amount required for payment of principal, interest and premium, if any, on the Bonds.

The County has leased the Green Bay Development to Green Bay for purposes of Section 3.06 herein.

Section 4.04 County to Manage Portion of Municipal Development.

The County agrees to operate and manage the Ashwaubenon Development. In furtherance thereof, the County agrees to enact resolutions and all other municipal acts necessary to obligate itself, as of the Effective Date, to such operation and management. In order to effectuate such operation and management, the County may enter into management agreements or leases with a third party for the operation and management of all or any portion of the Ashwaubenon Development. The Expo Center is intended to attract larger public and private trade shows and exposition events which the existing, smaller facilities located in and near to Brown County are not designed to handle. Accordingly, the County agrees that it will not operate the Expo Center in direct competition with the KI Convention Center and the City agrees that it will not operate the KI Convention Center in direct competition with the Expo Center. It is not the intent of the parties to concurrently compete against one another for the same customer for the same event or entice an existing customer to relocate to the other party's facility unless the customer's needs require relocation.

Section 4.05 County's Budget.

The County shall include base rents and additional rents due under the Leases in any fiscal year within the County's annual budget. In the event that provision for the payment of the base rents or the additional rents due under the Leases in any fiscal year of the County is not included in the County's budget for such year, the County shall notify the Authorities of such fact within 30 days following the adoption of such budget and, when determined, identify the alternative funding source anticipated to pay the base rents and the additional rents due under the Leases during such year.

ARTICLE V

UNDERTAKINGS OF THE ROOM TAX COMMISSION

Section 5.01 Room Tax Commission to Continue Pledge of Net Room Taxes.

The Room Tax Commission continues to pledge all Net Room Taxes to the County for the purpose of, among other things, making payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, subject to any restrictions related thereto in the Room Tax Act. Concurrently with the execution and delivery of this Agreement, the Room Tax Commission shall enter into the 2017 Pledge and Security Agreement.

Section 5.02 Room Tax Commission to Continue Pledge of Room Tax Revenues.

The Room Tax Commission continues to pledge all Room Tax Revenues collected or held by the Room Tax Commission to (i) the making of payments, whether directly or indirectly through lease or other payments to the Authorities, of debt service on the Bonds, such other payments or deposits related to the Bonds, or Municipal Development Costs (ii) the funding of any capital reserve fund associated with the Municipal Development, (iii) the funding of other projects that may from time to time be approved by the Municipalities and the County, and (iv) the funding of any other tourism activities and promotion that may from time to time be approved by the Municipalities, and the County, in all cases, subject to any restrictions related thereto in the Room Tax Act and to the provisions of the 2017 Pledge and Security Agreement.

Section 5.03 Room Tax Commission to Apply Surplus Net Room Tax Revenues.

If the Room Tax Commission holds and retains Surplus Net Room Tax Revenues, then such Surplus Net Room Tax Revenues shall, at the election of the County, be made available to the Authorities (i) for payment of debt service on the Bonds, (ii) for Municipal Development Costs, (iii) to reduce the size of the Bond issues, (iv) for early redemption of Bonds; or be made available for such other tourism activities and promotion as approved by the County. The use of such Surplus Net Room Tax Revenues shall be subject to the 2017 Pledge and Security Agreement.

Section 5.04 Additional Municipalities.

In the event that any Non-Party Municipality levies room taxes within its jurisdiction pursuant to the Room Tax Act ("Non-Party Municipality Room Taxes"), the Room Tax Commission shall use its best efforts to encourage and accept such Non-Party Municipality as an additional member of the Room Tax Commission. Each such additional Non-Party Municipality member of the Room Tax Commission shall, upon its consent, become a party to this Agreement (and, as such, become an Additional Municipality hereunder) and be bound to the terms, conditions and obligations of the Municipalities hereunder. Acceptance of such Additional Municipality as an additional member of the Room Tax Commission shall, without further action or approval of the parties to this Agreement, be deemed an approval of such Additional Municipality as an additional party to this Agreement by the then-current parties to this Agreement.

The Room Tax Rate applicable to any Additional Municipality shall equal the percentage then in effect for the Municipalities pursuant to Section 3.03, such percentage taking account of any Non-Party Municipality Room Taxes.

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ARTICLE VI

UNDERTAKINGS OF AUTHORITIES

Section 6.01 Acceptance of Ashwaubenon Municipal Development Property.

The Ashwaubenon CDA agrees to accept any contribution of additional Ashwaubenon Municipal Development Property from the County as set forth in Section 4.01.

Section 6.02 Municipal Development.

The Ashwaubenon CDA agrees to proceed with the Expo Center portion of the Ashwaubenon Development with all reasonable dispatch (subject to the fulfillment of existing contractual obligations for the Brown County Veterans Memorial Arena) and to use its best efforts to complete that Municipal Development as soon as reasonably practicable in the circumstances. It is the expressed intent of the parties hereto that such project be undertaken and completed consistent with this Agreement. The obligations the Ashwaubenon CDA with respect to the Expo Center project are limited by the extent of the funding made available pursuant to Article VII, meaning thereby that the Ashwaubenon CDA is not required by this Section 6.02 to incur Municipal Development Costs for such project in excess of the spendable proceeds from the sale of the Ashwaubenon CDA Bonds (Brown County Expo Center Project) and funds provided by the County or any third party for such project.

Section 6.03 Redevelopment.

The Authorities shall continue to assist the County in developing plans for the use of the Municipal Development Property in a manner which will promote and assist the future private development of the Improvement Areas as a means of eliminating blight and continuing redevelopment and urban renewal in the Redevelopment Areas and to promote and develop conventions and other tourism activities.

Section 6.04 Provision of Funding.

The Authorities agree to provide funding for the Municipal Development Costs as provided in Article VII.

Section 6.05 Lease of Municipal Development Property.

The Authorities agree to lease to the County the property contributed to and purchased by the Authorities as improved with the Municipal Development in accordance with the terms and conditions of the Leases. The Authorities shall waive any rights they may have to reenter or retake possession of the premises or accelerate the payment of rents or other amounts due under the Leases in the event of a default by the County under the Leases.

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Section 6.06 Mortgage and Assignment of Lease of the Municipal Development Property.

The Authorities may grant to the Trustee, as security for the payment of the Bonds, a Mortgage and Assignment of Lease of the Municipal Development Property. Any Mortgage will be subordinate to the Leases, and will not give the Trustee any right to evict the County or retake possession of the Municipal Development Property, or to accelerate the payment of rents under the Leases.

ARTICLE VII

FUNDING

Section 7.01 Sale of Ashwaubenon CDA Bonds (Brown County Expo Center Project); Refunding Bonds.

(a) The Ashwaubenon CDA shall issue and sell the Ashwaubenon CDA Bonds (Brown County Expo Center Project) upon such terms and at such time which are acceptable to the County. The County's acceptance of such terms shall be conclusively evidenced by its execution of the Ashwaubenon Lease (Expo Center). The Ashwaubenon CDA Bonds (Brown County Expo Center Project) shall be payable by the Ashwaubenon CDA solely from revenues derived by the Ashwaubenon CDA from the Ashwaubenon Lease (Expo Center), the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the Ashwaubenon Indenture (Brown County Expo Center Project) and the investment earnings thereon.

(b) The Authorities shall issue and sell each series of refunding bonds upon terms acceptable to the County. The County's acceptance, in each such case, shall be conclusively evidenced by its execution of a supplement to the applicable Lease. Each series of refunding bonds shall be payable by the applicable Authority solely from revenues derived by such Authority from the applicable Lease, the Pledge and Security Agreement, the Net Room Taxes pledged to the Trustee, cash and securities held from time to time in certain trust funds held by the Trustee under the applicable Indenture, and the investment earnings thereon. Unless otherwise provided in an amendment to this Agreement, (i) no Bonds may be issued by an Authority after the date of this Agreement to finance Municipal Development Costs incurred in connection with an expansion of, or capital improvements to, the Ashwaubenon Development or the Green Bay Development other than the Ashwaubenon CDA Bonds referred to in subsection (a) above, and (ii) no refunding bonds for the Ashwaubenon CDA Bonds (Resch Center Project), the Green Bay RDA Bonds, the KI Expansion Bonds or the Ashwaubenon CDA Bonds (Expo Center Project) may be issued which [y] reduce the Room Tax Revenues available for debt service payments on any of such Bonds which will remain outstanding, or [z] materially reduce the aggregate anticipated payments to the Municipalities under Section 4.06(b)(2)[e] of the 2017 Pledge and Security Agreement. Each Authority agrees to notify the other Authority and the Municipalities of any proposed issuance of such refunding bonds and to provide pre-issuance debt service schedules from time to time, and a final debt service schedule upon issuance of such refunding bonds, to the other Authority and the Municipalities.

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Section 7.02 Security for Bonds.

The Authorities may (i) pledge the Leases and (ii) grant Mortgages to secure the Bonds.

Section 7.03 Authorities to Act Upon Directions of County in Certain Matters.

So long as the County is not in default under the Leases, the Authorities will take discretionary actions with respect to the Bonds only with the prior written consent of the County and will act in accordance with any written directions of the County regarding prepayment of the Bonds or a change in the rate or method of calculating interest to become due thereon.

ARTICLE VIII

MISCELLANEOUS

Section 8.01 Assignment of Rights Under this Agreement.

No party may assign its rights under this Agreement without the written consent of the other parties.

Section 8.02 Nondiscrimination.

Each party agrees that neither the Municipal Development nor any portion thereof shall be undertaken or operated in a manner to permit discrimination or restriction on the basis of race, color, ancestry, religion, national origin, political affiliation (except to members of political groups or parties who advocate the overthrow of the United States government) sex, age, disability, marital status, arrest or conviction record, sexual orientation, disabled veteran or a covered veteran status and that the Municipal Development shall be undertaken or operated in compliance with all effective laws, ordinances and regulations relating to discrimination on any of the foregoing grounds.

Section 8.03 Approximations.

It is understood and agreed by the parties that any dimensions, areas and volumes set forth herein or in the Exhibits hereto are preliminary and tentative. Before the legal descriptions of the various applicable parcels are finalized, the parties reserve the right to make minor changes in such dimensions, areas and volumes to best accommodate and facilitate the purposes of this Agreement.

Section 8.04 No Personal Liability.

Under no circumstances shall any officer, official, director, member or employee of the Municipalities, the County, the Room Tax Commission or the Authorities have any personal liability arising out of this Agreement, and no party shall seek or claim any such personal liability.

Section 8.05 Parties and Interests.

This Agreement is made solely for the benefit of the parties hereto, the Trustee and owners of the Bonds and no other person, partnership, association or corporation shall acquire or have any rights hereunder or by virtue hereof.

Section 8.06 Notices.

All notices, demands, certificates or other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered or when mailed by first-class mail, postage prepaid, with proper address as indicated beneath the respective signatures to this Agreement. Any party may, by written notice to the other parties, designate a change of address for the purposes aforesaid.

Section 8.07 Amendment.

No modification, alteration or amendment to this Agreement shall be binding upon any party hereto until such modification, alteration or amendment is reduced to writing and executed by all parties hereto. No amendment, alteration or amendment to this Agreement, which in any manner affects the payment of principal, interest or premium, if any, on the Bonds or the interests of the owners of the Bonds shall be approved without the written consent of the Trustee.

Section 8.08 Termination of Agreement.

This Agreement and the terms and obligations hereunder shall terminate upon payment in full of the Bonds issued pursuant hereto and reimbursement to the County for any payments made and amounts due to the County pursuant to Section 4.03 above.

Section 8.09 Governing Law.

The laws of the State of Wisconsin shall govern this Agreement.

Section 8.10 Captions.

The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any of the provisions of this Agreement.

Section 8.11 Counterparts.

This Agreement may be signed in any number of counterparts with the same effect as if the signatures thereto and hereto were upon the same instrument.

Section 8.12 Severability.

If any provisions of this Agreement shall be held or deemed to be or shall, in fact, be inoperative or unenforceable as applied in any particular case in any jurisdiction or jurisdictions or in all jurisdictions, or in all cases because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy, or for any other reason, such

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circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance, or of rendering any other provision or provisions herein contained invalid, inoperative or unenforceable to any extent whatever.

Section 8.13 Auditing and Collection Agreement.

The Municipalities, the County and the Room Tax Commission agree that promptly following the execution and delivery of this Agreement such parties, together with the CVB, shall conduct good faith negotiations to develop a mutually acceptable agreement (the "Auditing and Collection Agreement") to implement a cost effective process for the identification of facilities providing lodging which are not paying Room Taxes and for the collection of unpaid Room Taxes. Notwithstanding any other provision of this Agreement or the 2017 Pledge and Security Agreement, during any period that an Auditing and Collection Agreement is in effect, the Municipalities party thereto shall not be responsible for the collection of Room Taxes to the extent the collection thereof is delegated to another party in such Auditing and Collection Agreement.

Section 8.14 Effect of Amendment and Restatement; Effective Date.

On and after the Effective Date, this Agreement shall supercede the 1999 Cooperation Agreement, as amended, which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date. "Effective Date" means the date on which all parties to this Agreement have duly executed and delivered this Agreement.

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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

By:_____

Its:_____

APPROVED:

By:_____

Its: Finance Officer

CITY OF GREEN BAY, WISCONSIN

By:_____

Its: Mayor

Countersigned:_____

Its: Clerk

Address for Notices:
City of Green Bay, Wisconsin
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

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APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By:_____

Its: Mayor

Countersigned:_____

Its: Clerk

Address for Notices:
City of De Pere, Wisconsin
335 South Broadway
De Pere, WI 54115

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APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By:_____

Its: President

Countersigned:_____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

Its: Village President

Countersigned:_____

Its: Village Clerk

Address for Notices:
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Accountant/Treasurer

VILLAGE OF HOWARD, WISCONSIN

By:_____

Its: Village President

Countersigned:_____

Its: Clerk/Administrator

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Accountant/Treasurer

VILLAGE OF SUAMICO, WISCONSIN

By:_____

Its: Village President

Countersigned:_____

Its: Clerk/Administrator

Address for Notices:
Village of Bellevue, Wisconsin
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Accountant/Treasurer

VILLAGE OF BELLEVUE, WISCONSIN

By:_____

Its: Village President

Countersigned:_____

Its: Clerk/Administrator

Address for Notices:
Village of Howard, Wisconsin
2456 Glendale Avenue
P.O. Box 12207
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____

Its: County Executive

Countersigned:_____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____

Its: Chairman

Countersigned:_____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

REDEVELOPMENT AUTHORITY OF THE CITY OF GREEN BAY, WISCONSIN

By:_____

Its: Chairman

Countersigned:_____

Its: Secretary

Address for Notices:
Redevelopment Authority of the City of Green Bay
Room 608, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance officer

COMMUNITY DEVELOPMENT AUTHORITY OF THE VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

Its: Chairperson

Countersigned:_____

Its: Secretary

Address for Notices:
Community Development Authority
Village of Ashwaubenon
2155 Holmgren Way
Green Bay, WI 54304-4605

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EXHIBIT A

DESCRIPTION OF MUNICIPAL DEVELOPMENT

"Municipal Development" means collectively, any and all real property improvements to be constructed or installed by the Authorities in cooperation with the parties to this Cooperation Agreement and in accordance with the Redevelopment Plans. The Municipal Development is intended to redevelop certain property within the Redevelopment Districts of the City of Green Bay and Village of Ashwaubenon through the construction of facilities intended to promote and develop tourism activities within Brown County. The Municipal Development facilities are intended to serve and provide the full range of space, facilities and opportunities necessary to serve all segments of the tourism industry including, but not limited to, conventions, conferences, exhibits, trade shows, consumer shows, concerts, sporting events and exhibitions. It is found by the parties to this Cooperation Agreement that the expansion, development and promotion of such tourism activities will generate new spending within Brown County, expand Room Tax Revenues, expand the tax base through the development of new industry intended to serve the tourism activities, provide new jobs within such private industry, and stimulate additional redevelopment within the Redevelopment Districts. The Municipal Development includes, without limitation, the following:

(i) "Ashwaubenon Municipal Development" means

(a) Resch Center. A 225,955 square foot multi-purpose facility with a floor area of approximately 38,000 square feet and with seating up to approximately 9,500 seats. The facility includes the necessary support and service facilities. The Resch Center is be attached to the existing Brown County Veterans Memorial Hall. The floor areas of the two facilities may be combined and used for single, flat floor events. The Resch Center in conjunction with the Brown County Veterans Memorial Hall provides space for conventions, trade shows, consumer shows, exhibitions, concerts and sporting events.

(b) Expo Center. As defined in Article I of this Agreement.

(ii) "Green Bay Municipal Development" means the KI Convention Center, an approximately 121,000 square foot convention center with a 35,003 square foot exhibition hall and a conference facility with 80,000 square feet of meeting rooms to provide space for conventions, conferences and exhibitions in an area served by adjacent and proximate hotel developments. The KI Convention Center includes break out meeting rooms, classrooms, banquet facilities and other support services necessary to serve the facility. Although the KI Expansion Project funded with the proceeds of the KI Expansion Bonds is not part of the "Green Bay Municipal Development" for purposes of this Agreement, the KI Convention Center, as expanded by the KI Expansion Project, is operated as a unified, integrated facility and all references to the Green Bay Municipal Development or the KI Convention Center in this Agreement or the 2017 Pledge and Security Agreement shall be interpreted to mean the unified, integrated facility unless the context of the particular reference is clearly intended to mean only the portion of the KI Convention Center leased by the Green Bay RDA to the County.

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The "Municipal Development Costs" include all allowable 'project costs" relating to the Municipal Development, including, without limitation: capital costs of the County, Municipalities and Authorities; financing costs to the Authorities; real property assembly costs; professional service costs; imputed administrative costs; relocation costs; demolition costs; contributions to the Authorities made under Section 13 of the Redevelopment Act in connection with the implementation of the Municipal Development; and payments made in the discretion of the County's and Municipalities Governing Bodies and the Room Tax Commission.

EXHIBIT B

The "Municipal Development Property" includes all real property improvements financed with the proceeds of the Bonds, as set forth in the Redevelopment Plans, in the following area:

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ASHWAUBENON DEVELOPMENT

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER. VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.

SURVEYOR'S CERTIFICATE:

I, DENNIS J. CHRISTIE, WISCONSIN REGISTERED LAND SURVEYOR S-1452, DO HEREBY CERTIFY THAT I HAVE SURVEYED, DIVIDED, AND MAPPED PART OF LOT 9 OF MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH ONE-HALF OF PRIVATE CLAIM 13, AND ALSO PART OF PRIVATE CLAIM 14, WEST SIDE OF THE FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE SE CORNER OF "SHADY ACRES SUBDIVISION", ALSO BEING THE BROWN COUNTY SURVEYOR'S LD. POINT #Z-14.2; THENCE S25°53'28"W, 120.15 FEET TO THE SOUTH LINE OF LOMBARDI AVENUE, THENCE; N64°06'32"W, ALONG SAID SOUTH LINE, 1,034.78 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING ALONG SAID SOUTH LINE N64°06'32"W, 425.00 FEET; THENCE S25°53'13"W, 741.59 FEET TO THE NORTH LINE OF PACKER DRIVE; THENCE S63°59'02"E, ALONG SAID NORTH LINE, 425.00 FEET; THENCE N25°53'13"E, 742.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 315,371 SQUARE FEET/7.240 ACRES MORE OR LESS.

I FURTHER CERTIFY THAT THIS MAP IS A CORRECT REPRESENTATION OF THE EXTERIOR BOUNDARY LINES OF THE LAND SURVEYED AND THE DIVISION OF THAT LAND, AND THAT I HAVE FULLY COMPLIED WITH SECTION 265.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE VILLAGE OF ASHWAUBENON AND BROWN COUNTY IN SURVEYING, DIVIDING, AND MAPPING THE SAME.

Dennis J. Christie 7/7/99
DENNIS J. CHRISTIE, RLS-1452 DATED

OWNERS CERTIFICATE:

BROWN COUNTY, AS OWNERS, HEREBY CERTIFY THAT WE HAVE CAUSED THE LAND DESCRIBED ON THIS MAP TO BE SURVEYED, DIVIDED, AND MAPPED AS REPRESENTED ON THIS CERTIFIED SURVEY MAP.

Nancy J. Nusbaum 7-21/99
NANCY J. NUSBAUM DATED
BROWN COUNTY EXECUTIVE

Darlene K. Marcelle 7-20-99
DARLENE K. MARCELLE DATED
BROWN COUNTY CLERK

VILLAGE OF ASHWAUBENON APPROVAL:

APPROVED FOR THE VILLAGE OF ASHWAUBENON THIS 6th DAY OF JULY, 1999.

Charlotte E. Nelson
CHARLOTTE NELSON
VILLAGE CLERK

BROWN COUNTY PLANNING COMMISSION APPROVAL:

APPROVED BY THE BROWN COUNTY PLANNING COMMISSION THIS 19th DAY OF JULY, 1999.

Martin Olejniczak
MARTIN OLEJNICZAK, SENIOR PLANNER

BROWN COUNTY PLANNING COMMISSION
SEAL

REGISTER'S OFFICE
Brown Co. Wis.
Received for record the 26th day of July A.D. 1999 at 2:20 o'clock P M. and recorded in Vol. 39 of Certified Survey Maps on Page 183

Register of Deeds

12.00

GRAEF ANHALT SCHLOEMER and Associates Inc.

ENGINEERS & SCIENTISTS
1150 SPRINGHURST DRIVE, SUITE 201
GREEN BAY, WISCONSIN 54304
PHONE: (920) 592-9440
FAX: (920) 592-9445
WWW.GASAI.COM

DRAWN BY:	J.ZLATOHLAVEK
FILE.	992023
DATE:	07-07-99
SHEET NO.	2 OF 2

VOL 39 PAGE 184

GREEN BAY DEVELOPMENT

Parcel I: Lots 118, 119, 120, 121 and 122, Navarino, according to the recorded Plat thereof, together with the Westerly 1/2 of the vacated alley lying Easterly of and adjacent to Lots 118 thru 122, Navarino, as described in Document Number 1690263, in the City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Tax Parcel Number: 12-163
Street Address: North Adams Street

Parcel II: Lot 1 of Volume 13 Certified Survey Maps, page 79, said map being part of Lots 103 to 107 and all of Lots 336 to 346, Plat of Navarino, according to the recorded Plat thereof, and parts of Jefferson Street, City of Green Bay, East side of Fox River, Brown County, Wisconsin.

Parcel III: A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement Instrument executed by The Redevelopment Authority of the City of Green Bay as Grantor and Green Bay Granada Partners and the Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711689 covering the following:

That part of Lot 1, of the Certified Survey Map recorded in Volume 13 Page 79, (being part of Lots 103, 104, 340 and 341 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Beginning at the Northwest corner of said Lot 1.; thence South 24° 58' 03" West 13.85 feet along the West line of said Lot 1; thence South 65° 00' 00" East 21.05 feet; thence North 25° 00' 00" East 13.84 feet to a point on the North line of said Lot 1; thence South 64° 59' 57" East, 38.78 feet along said North line of said Lot 1; thence South 25° 00' 00" West 19.02 feet; thence North 65° 00' 00" West 15.01 feet; thence South 25° 00' 00" West 20.26 feet; thence North 65° 00' 00' West 2.71 feet; thence South 25° 00' 00" West 40.95 feet thence North 65° 00' 00" West 19.06 feet; thence South 25° 00' 00" West 45.76 feet; thence South 65° 00' 00" East 183.71 feet; thence South 25° 00' 00" West 11.46 feet; thence North 65° 00' 00" West 18.00 feet to a point between Lots 1 and 2 said Certified Survey Map; thence North 24° 58' Or East 4.64 feet along said line between Lots 1 and 2; thence North 65° 01' 13" West 179.00 feet along the South line of said Lot 1; thence North 25° 00' 00" East 33.42 feet thence North 65° 00' 00" West 11.11 feet; thence North 25° 00' 00" East 79.49 feet; thence North 65° 00' 00" West 8.62 feet to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 19.76 feet along said centerline to a point on the South line of Elm Street; thence South 64° 57' 57" East 10.00 feet along last said South line to the point of beginning.

(continued)

Parcel IV; A non-exclusive easement for the benefit of Parcels I and II hereof as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantors and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711690, covering the following:

That part of Lot 2, of the Certified Survey Map recorded in Volume 13, Page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin, described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; to the POINT OF BEGINNING; thence North 65° 00' 00" West 10.00 to a point on the centerline of said vacated alley; thence North 24° 58' 03" East 35.96 feet along said centerline of the vacated alley; thence South 65° 00' 00" East 6.33 feet; thence North 25° 00' 00" East 60.71 feet; thence South 85° 00' 00" East 6.98 feet; thence South 25° 00', 00" West 20.45 feet; thence South 65° 00' 00" East 38.87 feet; thence South 25° 00' 00" West 40.20 feet; thence South 85° 00' 00" East 4.48 feet; thence South 25° 00' 00" West 5.31 feet; thence South 85° 00' 00" East 8.90 feet; thence Southeasterly along the arc of a 47.69 foot radius curve to the left 28.17 feet said curve having a chord which bears South 83° 38' 24" East 27.76 feet; thence Southeasterly along the arc of a 50.77 foot radius curve to the right 28.69 feet said curve having a chord which bears South 85° 05' 42" East 28.31 feet; thence South 65° 00' 00" East 2.33 feet; thence North 25° 00' 00" East 18.10 feet; thence South 85° 00' 00" East 21.02 feet; thence Southeasterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears South 43° 27' 27" East 7.11 feet; thence Southeasterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears South 76° 22' 46" East 32.04 feet; thence Northeasterly along the arc of a 11.46 foot radius curve to the left 24.42 feet, said curve having a chord which bears North 88° 02' 04" East 20.05; thence North 25° 00' 00" East 41.27 feet to a point on the North line of said Lot 2; thence South 65° 01' 13" East 13.10 feet along said North line of Lot 2; thence South 25° 00' 00" West, 106.60 feet; thence North 85° 00' 00" West 13;10 feet; thence North 25° 00' 00° East 8.42 feet; thence Northwesterly along the arc of a 11.46 foot radius curve to the left 24.42 feet said curve having a chord which bears North 36° 02' 04" West 20.06 feet; thence Northwesterly along the arc of a 23.29 foot radius curve to the right 35.33 feet said curve having a chord which bears North 53° 37' 14" West 32.04 feet; thence Northwesterly along the arc of a 3.82 foot radius curve to the left 9.13 feet said curve having a chord which bears North 87° 32' 33" West 7.11 feet; thence North 65° 00' 00" West 24.92 feet; thence Southwesterly along the arc of a 36.87 foot radius curve to the left 26.85 feet, said curve having a chord which bears South 84° 38' 51" West 26.26 feet; thence South 25° 00' 00" West 6.56 feet; thence North 65° 00' 00" West 12.97 feet; thence South 25° 00' 00" West 26.74 feet; thence North 65° 00' 00" West 14.95 feet; thence South 25° 00' 00" West 7.39 feet thence North 850 00' 00° West 50.99 feet; thence North 25° 00' 00" East 18.82 feet; thence North 65° 00' 00" West 3.28 feet to the point of beginning.

(continued)

Parcel V: A non-exclusive easement for the benefit of Parcels I and II as created in an easement instrument executed by The Redevelopment Authority of the City of Green Bay and Green Bay Granada Partners as Grantor and The Redevelopment Authority of the City of Green Bay as Grantee, dated 8/10/99, and recorded 8/11/99, as Document Number 1711691, covering the following:

That part of Lot 2, of the Certified Survey Map recorded In Volume 13 page 79, (being part of Lots 105, 106, 107, 340 and 339 said Certified Survey Map also being part of the vacated Jefferson Street right-of-way); ALSO that part of the alley as vacated by the City of Green Bay resolution dated April 23, 1999 and recorded with the Brown County Register of Deeds as Document Number 1690263; all being part of the Plat of Navarino, City of Green Bay, Brown County, Wisconsin described as: Commencing at the Southwest corner of Lot 2; thence North 24° 58' 03" East 31.96 feet along the West line of said Lot 2; thence South 65° 00' 00" East 3.28 feet to the POINT OF BEGINNING; thence continuing South 65° 00' 00" East 7.89 feet; thence South 25° 00' 00" West 1.99 feet; thence South 65° 00' 00" East 1.91 feet; thence South 25° 00' 00" West 1.66 feet; thence South 65° 00' 00" East 22.59 feet; thence North 25° 00' 00" East 2.99 feet; thence South 65° 00' 00" East 3.78 feet; thence South 25° 00' 00" West 2.99 feet; thence South 65° 00' 00" East 3.32 feet; thence North 25° 00' 00" East 5.00 feet; thence South 85° 00' 00" East 8.30 feet thence South 25° 00' 00" West 5.00 feet; thence South 65° 00' 00" East 320 feet; thence South 25° 00' 00" West 14.95 feet; thence North 65° 00' 00" West 50.99 feet; thence South 25° 00' 00" East 18.80 feet to the point of beginning.

EXHIBIT C

IMPROVEMENT AREAS

The "Ashwaubenon Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Ashwaubenon Improvement Area."

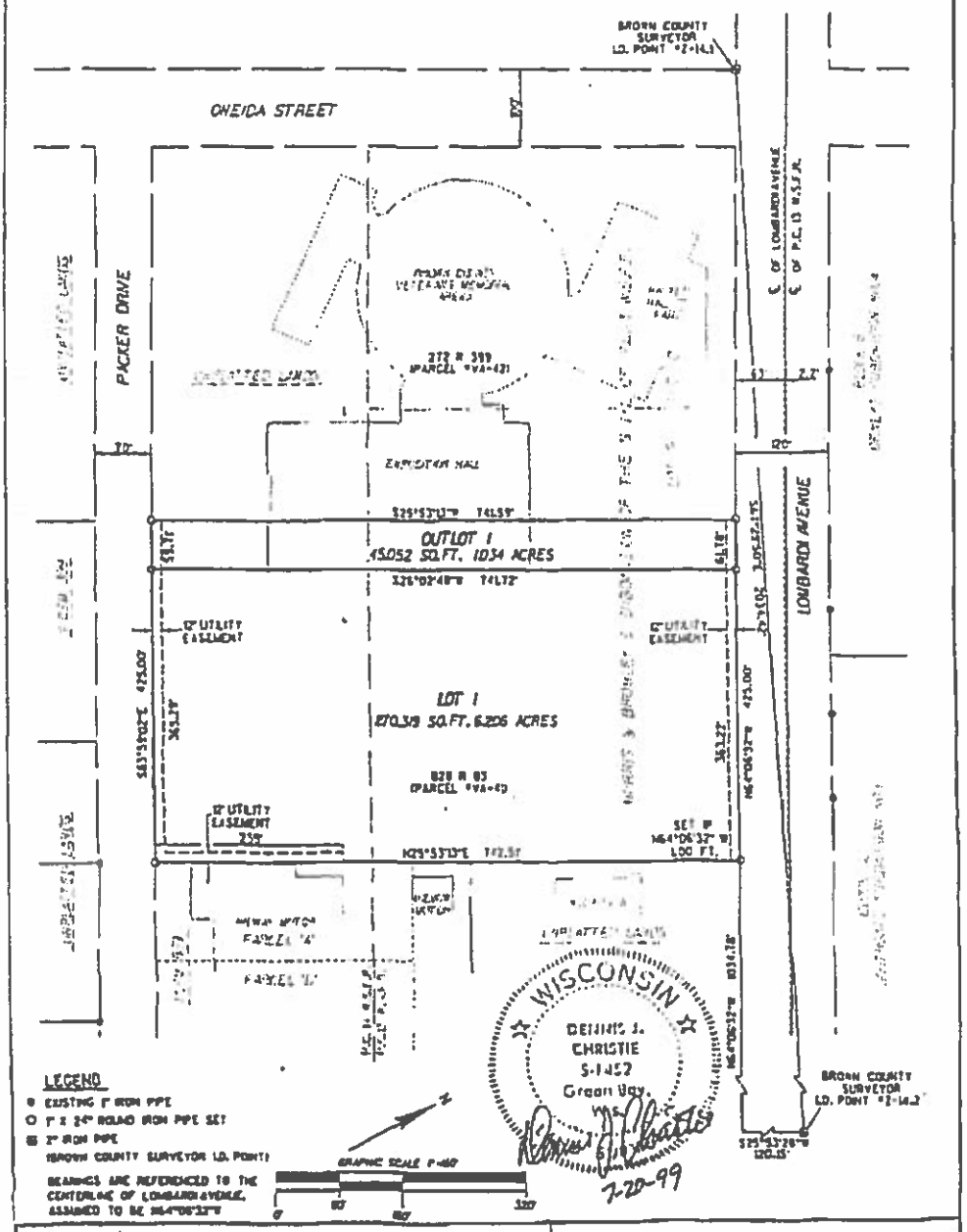
The "Green Bay Improvement Area" comprises substantially all real property depicted as such on the attached diagram labeled "Green Bay Improvement Area."

ASHWAUBENON IMPROVEMENT AREA

1708761 MAP # 5961

CERTIFIED SURVEY MAP

PART OF LOT 9, MORRIS AND BROMLEY'S SUBDIVISION OF THE SOUTH 1/2 OF PRIVATE CLAIM 13, AND PART OF PRIVATE CLAIM 14, WEST SIDE OF FOX RIVER, VILLAGE OF ASHWAUBENON, BROWN COUNTY, WISCONSIN.



GRAEF ANHALT SCHLOEMER and Associates Inc.

ENGINEERS & SCIENTISTS
1150 SPRINGHURST DRIVE, SUITE 201
GREEN BAY, WISCONSIN 54304
PHONE: (920) 592-9440
FAX: (920) 592-9445
WWW.GASAI.COM

DRAWN BY:	J.ZLATOHLAVEK
FILE.	992023
DATE:	07-07-99
SHEET NO.	1 OF 2

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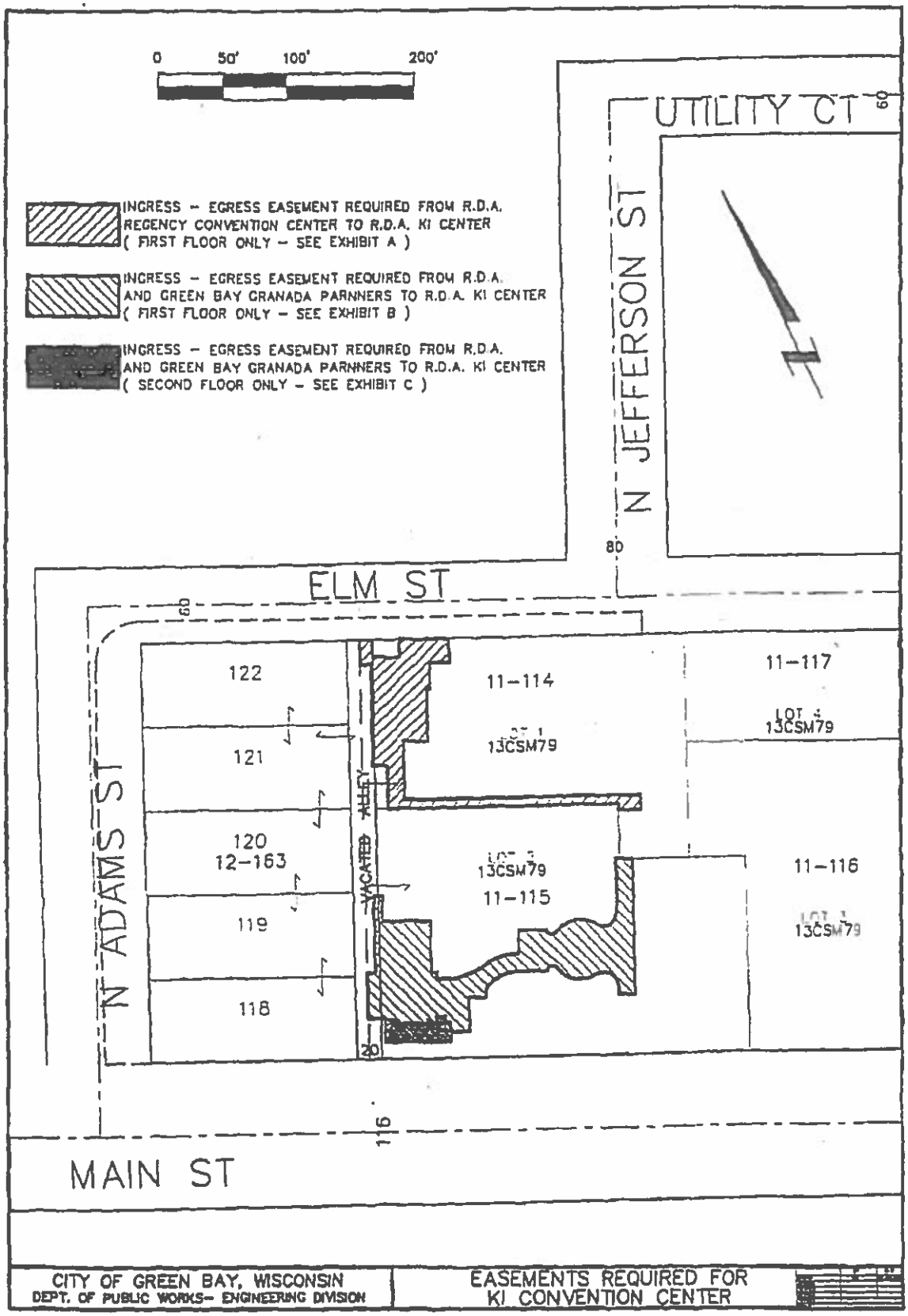
GREEN BAY IMPROVEMENT AREA



SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

THIS SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT, dated as of July 11, 2017 (this "Agreement"), is made and entered into by and among the CITY OF GREEN BAY, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Green Bay"), the CITY OF DE PERE, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("De Pere"), the VILLAGE OF ALLOUEZ, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Allouez"), the VILLAGE OF ASHWAUBENON, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Ashwaubenon"), the VILLAGE OF HOWARD, WISCONSIN, a Wisconsin municipal corporation and political subdivision ("Howard"), the VILLAGE OF BELLEVUE, WISCONSIN, a municipal corporation and political subdivision ("Bellevue"), the VILLAGE OF SUAMICO, WISCONSIN, a municipal corporation and political subdivision ("Suamico") (collectively with Green Bay, De Pere, Allouez, Ashwaubenon, Howard, and Bellevue, the "Municipalities"), BROWN COUNTY, WISCONSIN, a Wisconsin municipal corporation and political subdivision (the "County"), the GREEN BAY AREA ROOM TAX COMMISSION, a Wisconsin quasi-municipal corporation (the "Room Tax Commission"), and ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, a national bank organized under the laws of United States of America, as trustee (the "Trustee");

RECITALS

The parties acknowledge the following:

A. The Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission, the Community Development Authority of the Village of Ashwaubenon, Wisconsin (the "Ashwaubenon CDA") and the Green Bay Redevelopment Authority (the "Green Bay RDA" and together with the Ashwaubenon CDA, the "Authorities") are parties to the Cooperation Agreement dated as of July 1, 1999 (the "1999 Cooperation Agreement") which concerned the development and redevelopment of certain areas designated in the 1999 Cooperation Agreement as the "Improvement Areas" and the promotion and development of conventions and other forms of tourism within the Improvement Areas and, among other matters, provided for the pledging and utilization of "Room Tax Revenues" (as defined therein). Subsequent to the execution of the 1999 Pledge and Security Agreement, Bellevue and Suamico become members of the Room Tax Commission. In 2012 the Municipalities and the County entered into an Addendum to 1999 Cooperation Agreement (the "2012 Addendum") relating to an increase in the "Room Tax Rate" (as defined in the 1999 Cooperation Agreement).

B. Pursuant to the 1999 Cooperation Agreement, the Municipalities (other than Bellevue and Suamico), the County, the Room Tax Commission and the Trustee entered into the Pledge and Security Agreement dated as of July 1, 1999 (the "1999 Pledge and Security Agreement"). In 2012, concurrently with the execution of the 2012 Addendum, the parties entered into an Amended and Restated Pledge and Security Agreement dated as of July 1, 1999 (the "2012 Pledge and Security Agreement") which amended and restated the 1999 Pledge and Security Agreement in its entirety.

C. Pursuant to an Agreement Between Brown County and City of Green Bay For Surplus Net Room Taxes for KI Expansion, dated June 19, 2012, as amended by an Addendum #1 thereto, dated December 6, 2013 (the "County/City Agreement"), the County agreed to pay to Green Bay and/or the Green Bay RDA, upon receipt from time to time of a requisition therefor, all monies then on deposit in the Room Tax Stabilization Fund in excess of $5,000,000 as of the date of such requisition to pay debt service on the Green Bay RDA's Taxable Lease Revenue Bonds, Series 2013 (KI Convention Center Project) (the "KI Expansion Bonds").

D. The Municipalities, the County, the Room Tax Commission and the Authorities are entering into an Amended and Restated Cooperation Agreement of even date herewith (the "2017 Cooperation Agreement") and have agreed therein to execute and deliver this Agreement to incorporate the pertinent terms of the County/City Agreement and of the 2017 Cooperation Agreement.

E. The terms and conditions of this Agreement are in compliance with Section 66.0615 of the Wisconsin Statutes (the "Room Tax Act") and the execution and delivery of this Agreement have been duly authorized by resolutions of the Municipalities, the County and the Room Tax Commission.

AGREEMENTS

NOW, THEREFORE, in consideration of the Recitals and the promises and agreements set forth below, the parties agree to amend and restate the 2012 Pledge and Security Agreement in its entirety as follows:

ARTICLE I

DEFINITIONS

Capitalized terms not defined in this Agreement have the meanings set forth in the 2017 Cooperation Agreement.

ARTICLE II

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO ROOM TAX COMMISSION

Section 2.01 Pledge and Assignment.

The Municipalities do hereby pledge, sell, assign, transfer, and set over unto the Room Tax Commission, its successors, and assigns, and the Room Tax Commission hereby does accept, all right, title, and interest of the Municipalities in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In order to effect such pledge and assignment, each of the Municipalities hereby agrees to cause all Room Taxes collected during the term of this Agreement to be deposited in accordance with Article IV of this Agreement.

Section 2.02 Base Room Taxes: Additional Room Taxes.

Pursuant to the 1999 Cooperation Agreement, the Municipalities levied Room Taxes at a Room Tax Rate of 8%. Room Taxes collected based upon the 8% Room Tax Rate are referred to in this Agreement as "Base Room Taxes." In the 2012 Addendum the Municipalities agreed to increase the Room Tax Rate to 10%. Room Taxes collected in excess of Base Room Taxes are referred to in this Agreement as "Additional Room Taxes.". Each Municipality agreed in the 2012 Pledge and Security Agreement that the Administrative Fee payable pursuant to Section 3.02 of the 2012 Pledge and Security Agreement is determined without regard to the Additional Room Taxes and reaffirms that agreement in Section 4.02 below.

ARTICLE III

PLEDGE AND ASSIGNMENT OF NET ROOM TAXES TO THE COUNTY

The Room Tax Commission does hereby pledge, sell, assign, transfer, and set over unto the County, its successors, and assigns, and the County does hereby accept, all the right, title, and interest of the Room Tax Commission in and to all Net Room Taxes, subject to any limitations imposed thereon by the Room Tax Act, for the purposes set forth in this Agreement. The pledge and assignment hereunder shall remain in full force and effect until the full discharge and defeasance of the Indentures.

In accordance with the terms of the 2017 Cooperation Agreement, the Municipalities hereby consent to the pledge, assignment, and transfer of the Net Room Taxes from the Room Tax Commission to the County for the purposes set forth in this Agreement.

In order to effect such pledge and assignment, the Room Tax Commission hereby agrees to cause all Room Taxes pledged and assigned to it pursuant to Article II of this Agreement to be deposited in accordance with Article IV of this Agreement.

ARTICLE IV

DEPOSIT OF ROOM TAXES WITH TRUSTEE

Section 4.01 Deposit of Room Taxes.

The Municipalities, the Room Tax Commission, the County, and the Trustee hereby agree and direct that, in order to effect the pledges of the Net Room Taxes hereunder, (x) all Room Taxes levied by the Municipalities shall be deposited directly by the original obligors thereof with the Trustee, (y) the Additional Room Taxes shall be treated as described in Section 4.04 of this Agreement, and (z) the Base Room Taxes shall be applied for the payment of debt service on outstanding Bonds, the payment of certain administrative fees, and such other purposes as are specified in the Ashwaubenon CDA Indenture (Brown County Resch Center Project) and this Agreement.

The Trustee shall allocate Base Room Taxes in the following amounts and in the following order of priority:

(a) First, to the Room Tax Administrative Fund established and maintained pursuant to Section 4.02 of this Agreement (the "Room Tax Administrative Fund"), the following portion of such Base Room Taxes (with respect to each Municipality, its "Administrative Fee"):

(1) with respect to Base Room Taxes levied, enforced and collected by or with respect to Green Bay and Ashwaubenon, Sixteen percent (16%) of such Base Room Taxes;

(2) with respect to Base Room Taxes levied, enforced and collected by or with respect to the other Municipalities, Four percent (4%) of such Base Room Taxes; and

(3) with respect to Base Room Taxes levied, enforced and collected by or with respect to an Additional Municipality, Four percent (4%) of such Base Room Taxes;

(b) Second, to the Bond Funds created under the Green Bay Indenture and under the Ashwaubenon Indenture (Brown County Resch Center Project), on a pro rata basis, as follows:

(1) to the Bond Fund created under the Green Bay Indenture, the aggregate debt service with respect to the Green Bay RDA Bonds then outstanding, if any, for the current Bond Year; and

(2) to the Bond Fund created under the Ashwaubenon Indenture, the aggregate debt service with respect to the Ashwaubenon CDA Bonds (Brown County Resch Center Project) then outstanding, if any, for the current Bond Year; and

(c) Third, to the Room Tax Stabilization Fund.

The Trustee does hereby agree to continue to accept such Room Taxes for deposit in accordance with the terms hereof and of the Indentures and agrees that the reference contained in Section 8.08 of the Indentures to "Section 3.01(b) of the Pledge and Security Agreement" shall instead refer to Section 4.01(b) of this Agreement.

Section 4.02 Room Tax Administrative Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Room Tax Administrative Fund." The Trustee shall deposit into the Room Tax Administrative Fund, when and as received, the amounts specified in Section 4.01(a) of this Agreement. On the first business day of each calendar month, the Trustee shall transfer to each Municipality its respective Administrative Fee then on deposit in the Room Tax Administrative

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Fund, together with any reports relating to the Room Taxes reasonably requested by the Municipality.

Section 4.03 Collection of Room Taxes.

Each of the Municipalities agrees to direct all Room Tax obligors within its jurisdiction to deposit all Room Taxes with the Trustee pursuant to the terms of this Agreement and the instructions of the Trustee. Each Municipality agrees to forward to the Trustee, immediately upon receipt, any Room Tax payments made directly to such Municipality while any of the Bonds are outstanding. All collection and enforcement actions relating to any such Room Taxes shall be the sole responsibility of the related Municipality; provided, however, that the Trustee, shall have the right (i) to demand that any such Room Taxes paid by the obligors thereof but not deposited with the Trustee be immediately deposited with the Trustee in accordance with this Article IV and (ii) to request that a collection or enforcement action be commenced by a Municipality with respect to unpaid Room Taxes; provided further, however, that in the event an Auditing and Collection Agreement is entered into, the Municipalities shall not be responsible for the collection of unpaid Room Taxes.

Section 4.04 Additional Room Tax Fund.

There is hereby created by the Authority and ordered established with the Trustee a trust fund for the account of the Municipalities, to be designated with the names of the Municipalities and the label "Additional Room Tax Fund". The Trustee shall deposit the Additional Room Taxes, together with any amounts required to be transferred pursuant to Section 4.06(b)(2)[c], into the Additional Room Tax Fund. Unless the County shall have notified the Trustee in writing that either (a) a "Room Tax Deficiency" has occurred and is continuing or (b) the County and the CVB have not reached an agreement as to the use of amounts in the Additional Room Tax Fund, on the 15th day of each calendar month the Trustee shall transfer the balance in the Additional Room Tax Fund to the CVB at such address as the CVB may from time to time designate in writing to the Trustee. If the County has provided notice that a Room Tax Deficiency exists, monies in the Additional Room Tax Fund shall be transferred on a pro rata basis to the Bond Funds specified in Section 4.01(b) in such amounts as directed from time to time by the County until the County provides written notice to the Trustee that a Room Tax Deficiency no longer exists. If the County provided notice that the County and the CVB had not reached an agreement as to the use of amounts in the Additional Room Tax Fund, such notice may be rescinded by the County at any time in its sole discretion and monies in the Additional Room Tax Fund shall then be applied as provided in this Section.

If an Auditing and Collection Agreement is in effect, the County shall direct the CVB to apply monies transferred to it pursuant to this Section to pay for the costs incurred under such Auditing and Collection Agreement in such amount as is specified in such Auditing and Collection Agreement.

Section 4.05 Reserve Account for KI Expansion Bonds.

The County directs the Trustee to create an account designated the "KI Expansion Bonds Reserve Account." The County agrees to deposit $500,000 into the KI Expansion Bonds

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Reserve Account prior to the issuance of the Ashwaubenon CDA Bonds (Brown County Expo Center Project). Monies in the KI Expansion Bonds Reserve Account shall only be used to pay debt service on the KI Expansion Bonds if and to the extent that there is a shortfall after the application of funds to such debt service described in Sections 2.03(c) and 4.06(b)(2)[a]. The Trustee shall disburse funds in the KI Expansion Bonds Reserve Account to Green Bay and/or the Green Bay RDA in accordance with the procedures set forth in the County/City Agreement. The KI Expansion Bonds Reserve Account shall terminate on the date the KI Expansion Bonds have been paid in full or legally defeased and the Trustee shall follow the direction of the County as to the disposition of any amount in such account on such date.

Section 4.06 Room Tax Stabilization Fund.

(a) On the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Room Tax Stabilization Fund created therein shall cease to exist and the County hereby creates, and directs the Trustee to establish, on such date, a successor Room Tax Stabilization Fund (which successor Room Tax Stabilization Fund shall then be the "Room Tax Stabilization Fund" for purposes of this Agreement). The Trustee shall transfer all amounts in the existing Room Tax Stabilization Fund to the successor Room Tax Stabilization Fund. The provisions of the Ashwaubenon Indenture (Brown County Resch Center Project) applicable to the administration of the Room Tax Stabilization Fund shall apply to the successor Room Tax Stabilization Fund and are incorporated herein by reference except that no Debt Service Reserve Account shall be established within the successor Room Tax Stabilization Fund.

(b) The Trustee shall allocate amounts on deposit in the Room Tax Stabilization Fund, and its subaccounts, as follows:

(1) The Debt Service Reserve Account shall be used solely to make debt service payments on the Ashwaubenon CDA Bonds in accordance with the Ashwaubenon Indenture (Brown County Resch Center Project) and on the date the Ashwaubenon CDA Indenture is no longer in effect due to the full payment or legal defeasance of the Ashwaubenon CDA Bonds (Brown County Resch Center Project), the Debt Service Reserve Account shall terminate and all monies therein shall be transferred to the successor Room Tax Stabilization Fund;

(2) Surplus Net Room Tax Revenue during each Bond Year, shall be allocated in the following amounts and priority:

[a] First, to pay debt service on the KI Expansion Bonds as set forth in the County/City Agreement; provided that (x) the amount so transferred to Green Bay and/or the Green Bay RDA shall not exceed the aggregate debt service on the KI Expansion Bonds for that Bond Year, and (y) no transfer will be made to the extent it would result in the amount in the Room Tax Stabilization Fund being less than $5,000,000;

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[b] Second, to pay Municipal Development Costs for the Expo Center project, including the payment of debt service on any Ashwaubenon CDA Bonds (Brown County Expo Center Project) that may be issued to finance such project;

[c] Third, if and to the extent during any Bond Year, the Surplus Net Room Tax Revenues for such Bond Year exceed the amounts applied pursuant to subsections [a] and [b] above during such Bond Year, the remaining Surplus Net Room Tax Revenues for such Bond Year (or such lesser amount as set forth in the following table) shall be transferred to the Additional Room Tax Fund:

Bond Year Ending June 1	Maximum Amount
2019	$200,000
2020	225,000
2021	250,000
2022	275,000
2023	300,000
2024	325,000
2025	350,000
2026	375,000
2027	400,000
2028	425,000
2029	450,000
2030	475,000
Each Year Thereafter	500,000

; provided, however, that from and after the Bond Year commencing June 1, 2029, no transfer shall be made to the Additional Room Tax Fund unless the aggregate amount in the Room Tax Stabilization Fund is not less than $7,000,000;

[d] Fourth, any remaining Surplus Net Room Taxes shall be retained in the Room Tax Stabilization Fund until the aggregate amount therein equals $7,000,000; and

[e] Until June 1, 2029, any remaining Surplus Net Room Tax Revenues shall be retained in the Room Tax Stabilization Fund. From and after the Bond Year commencing June 1, 2029, any remaining Surplus Net Room Revenue shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the applicable Bond Year. The Trustee shall pay such amount to the Municipalities within 30 days after the end of each Bond Year.

(c) The County has the rights with respect to the Surplus Net Room Tax Revenues held in the Room Tax Stabilization Fund set forth in Section 5.03 of the 2017

Cooperation Agreement, subject to the requirements of subsections (a), (b), (c) and (d) above. The County agrees that it will apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payments on the Ashwaubenon CDA Bonds (Brown County Expo Center Project) so that, on the date of the termination of this Agreement, there are no amounts remaining in the Room Tax Stabilization Fund. To the extent the County is not able to apply the entire balance then on deposit in the Room Tax Stabilization Fund to the final debt service payment, any remaining amount shall be paid to the Municipalities on a ratable basis determined by the aggregate amount paid by Room Tax obligors with respect to facilities located in each Municipality during the final Bond Year.

ARTICLE V

REPRESENTATIONS, WARRANTIES, AND COVENANTS

The Municipalities and the Room Tax Commission hereby represent and warrant to the County that they have good right and authority to enter into this Agreement, that the Municipalities and the Room Tax Commission have not alienated, assigned, pledged, or otherwise disposed of or encumbered any of the Net Room Taxes, and that the Municipalities and the Room Tax Commission have not performed any acts or executed any other instruments which might prevent the County and the Trustee from receiving any Net Room Taxes under any of the terms and conditions of this Agreement or which would limit the County and the Trustee in such receipt.

The Municipalities and the Room Tax Commission hereby covenant and agree to observe, perform, and discharge, duly and punctually, all and singular, the obligations, terms, covenants, conditions, and warranties of this Agreement on their respective parts to be kept, observed, and performed.

The Municipalities and the Room Tax Commission hereby also covenant and agree that they will, upon the request of the County, the Trustee, or their respective assignees, execute and deliver to the County, the Trustee, or their respective assignees such further instruments and do and perform such other acts and things as the County, the Trustee, or their respective assignees may deem necessary or appropriate to make effective this Agreement and the various covenants of the Municipalities, and the Room Tax Commission herein contained and to more effectively vest in and secure to the County, the Trustee, or their respective assignees the Net Room Taxes, including without limitation, the execution of such additional assignments as shall be deemed necessary by the County, the Trustee, or their respective assignees to effectively vest in and secure the Net Room Taxes.

The Municipalities and the Room Tax Commission hereby covenant and agree that, subject to Section 8.13 of the 2017 Cooperation Agreement, they will take any and all action reasonably necessary to enforce their respective room tax levies and collect all room taxes from the room tax obligors within their respective jurisdictions. Such actions shall include, if necessary, commencing suit or other action to recover delinquent room taxes.

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ARTICLE VI

MISCELLANEOUS

This Agreement may be executed, acknowledged, and delivered in any number of counterparts, each of which shall constitute an original, but, all together, only one instrument. The laws of the State of Wisconsin shall govern this Agreement. If any term, covenant, or condition of this Agreement, the 2017 Cooperation Agreement or the Indentures, or the application thereof to any person or circumstance, shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement, the 2017 Cooperation Agreement, or the Indentures, and the application of such term, covenant, or condition to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each term, covenant, and condition of this Agreement, the 2017 Cooperation Agreement, or the indentures shall be valid and enforceable to the fullest extent permitted by law. This Agreement shall terminate on the date the 2017 Cooperation Agreement terminates and the Trustee agrees that any Room Taxes paid to it after the termination date shall be paid to the Municipality in which the lodging facility making such payment is located.

Nothing contained in this Agreement, the 2017 Cooperation Agreement, or the Indentures shall in any manner be construed as making the parties hereto and thereto or their assignees partners.

On and after the Effective Date, this Agreement shall supercede the 2012 Pledge and Security Agreement, as amended, and the County/City Agreement each of which will remain in effect only with respect to any matter governed thereby which occurred before the Effective Date

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

APPROVED AS TO FORM:

By:_____

Its: Municipal Attorney

APPROVED:

By:_____

Its: Finance Officer

CITY OF GREEN BAY

By:_____

Its: Mayor

Countersigned:_____

Its: City Clerk

Address for Notices:
City of Green Bay, Wisconsin
Attn: Clerk
100 N. Jefferson Street
Green Bay, WI 54301

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

CITY OF DE PERE, WISCONSIN

By:_____

Its: Mayor

Countersigned:_____

Its: Clerk-Treasurer

Address for Notices:
City of De Pere, Wisconsin
Attn: Clerk-Treasurer
335 South Broadway Street
De Pere, WI 54115

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF ALLOUEZ, WISCONSIN

By:_____

Its: President

Countersigned:_____

Its: Administrator & Clerk-Treasurer

Address for Notices:
Village of Allouez, Wisconsin
1649 south Webster Avenue
Green Bay, WI 54301-2499

APPROVED AS TO FORM:

By:_____

Its: Municipal Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF ASHWAUBENON, WISCONSIN

By:_____

Its: President

Countersigned:_____

Its: Clerk

Address for Notices:
Village of Ashwaubenon
Attn: Clerk-Treasurer
2155 Holmgren Way
Green Bay, WI 54304-4605

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF HOWARD, WISCONSIN

By:_____

Its: President

Countersigned:_____

Its: Clerk

Address for Notices:
Village of Howard
Attn: Clerk
2456 Glendale Avenue
Green Bay, WI 54307-2207

APPROVED AS TO FORM:

By:_____

Its: Municipal Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF BELLEVUE, WISCONSIN

By:_____

Its: President

Countersigned:_____

Its: Clerk-Treasurer

Address for Notices:
Village of Bellevue
Attn: Clerk-Treasurer
2828 Allouez Avenue
Bellevue, WI 54311

APPROVED AS TO FORM:

By:_____

Its: Municipal Attorney

APPROVED:

By:_____

Its: Finance Officer

VILLAGE OF SUAMICO

By:_____

Its: President

Countersigned:_____

Its: Clerk

Address for Notices:
Village of Suamico
Attn: Clerk
2999 Lakeview Drive
Suamico, WI 54173

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

BROWN COUNTY, WISCONSIN

By:_____

Its: County Executive

Countersigned:_____

Its: Clerk

Address for Notices:
Brown County, Wisconsin
Attn: Clerk
350 East Walnut Street
PO Box 23600
Green Bay, Wisconsin 54305-3600

APPROVED AS TO FORM:

By:_____

Its: Attorney

APPROVED:

By:_____

Its: Finance Officer

GREEN BAY AREA ROOM TAX COMMISSION

By:_____

Its: Chairman

Countersigned:_____

Its: Secretary

Address for Notices:
Green Bay Area Room Tax Commission
Room 200, City Hall
100 N. Jefferson Street
Green Bay, WI 54301

ASSOCIATED TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee

By:_____

_____

Its:_____

[SEAL]

_____

Countersigned

_____

Its:_____

AMENDMENTS TO ROOM TAX DOCUMENTS

07-13-2017 Executive Summary

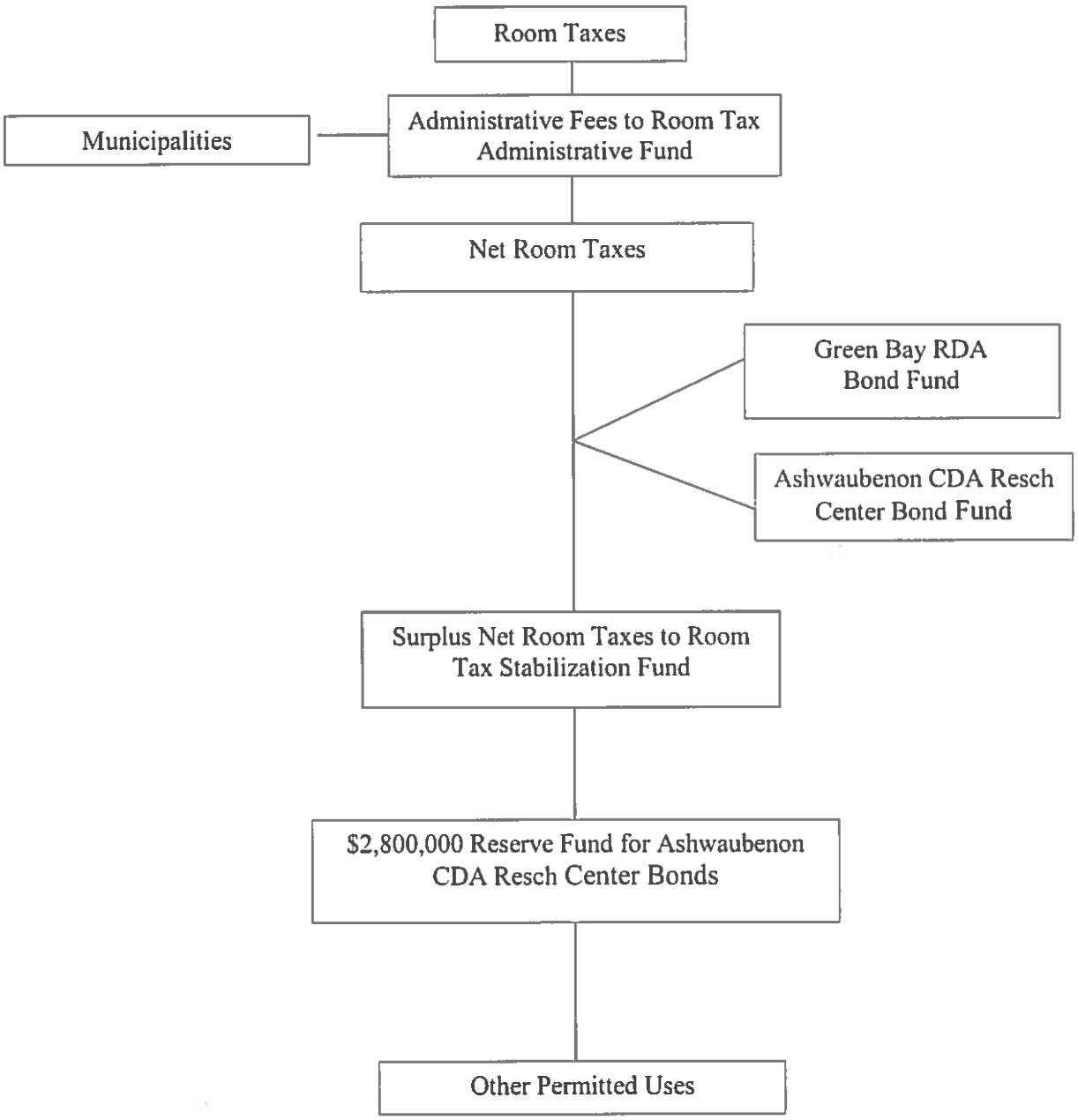
1. Amendments to Cooperation Agreement

- Expo Hall added as a Municipal Development which permits Room Tax revenues to be used to pay for its costs, including debt service
- Ashwaubenon CDA, at the direction of the County, is authorized to issue bonds to finance the design and construction of the Expo Hall
- The municipalities agree to enter into negotiations to develop a mutually acceptable agreement to implement a cost effective process to identify and collect unpaid room taxes
- The term of the Cooperation Agreement is extended from 2029 to the final payment of the Expo Hall bonds

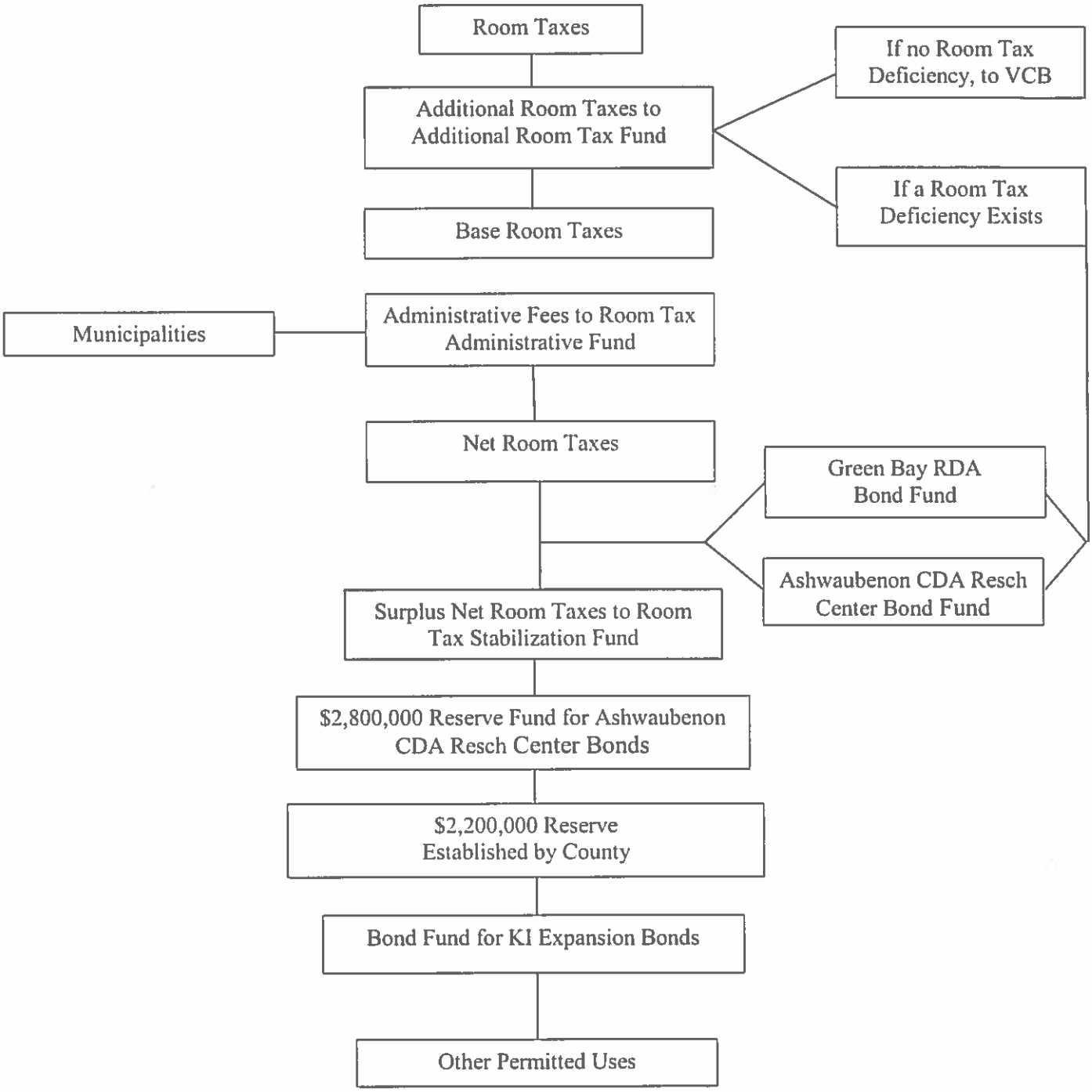
2. Amendments to Pledge and Security Agreement

- County agrees to establish and fund (from sources other than Room Taxes) a new $500,000 reserve account which can be used to make debt service payments on the bonds which financed the 2013 KI Convention Center expansion (KI Expansion bonds) if available Room Tax revenues are insufficient
- The use of Room Tax revenues to pay debt service on the Expo Hall bonds is permitted once debt service on the KI Expansion bonds is paid
- After debt service on the KI Expansion bonds and the Expo Hall bonds is paid, Room Tax revenues will be retained in the Room Tax Stabilization Fund until the balance is increased to $7,000,000
- To the extent there are available Room Tax revenues, additional payments will be made to the CVB, in an amount starting at $200,000 in 2019 and increasing $25,000 per year up to $500,000, so long as the County and the CVB have agreed on the use of such additional funds and, from and after 2029, the balance in the Room Tax Stabilization Fund has reached $7,000,000
- Once the municipalities enter into an agreement on the collection of Room Taxes, the County shall direct the CVB to pay the collection costs in the amount set forth in that agreement
- Starting in 2029, any Room Tax revenues remaining after debt service payments, the increase in the Room Tax Stabilization Fund to $7,000,000 and the additional payments to the CVB will be distributed to the municipalities in proportion to the Room Taxes collected from lodging facilities located in each municipality
- The term of the Pledge and Security Agreement will be extended to match the extended term of the Cooperation Agreement

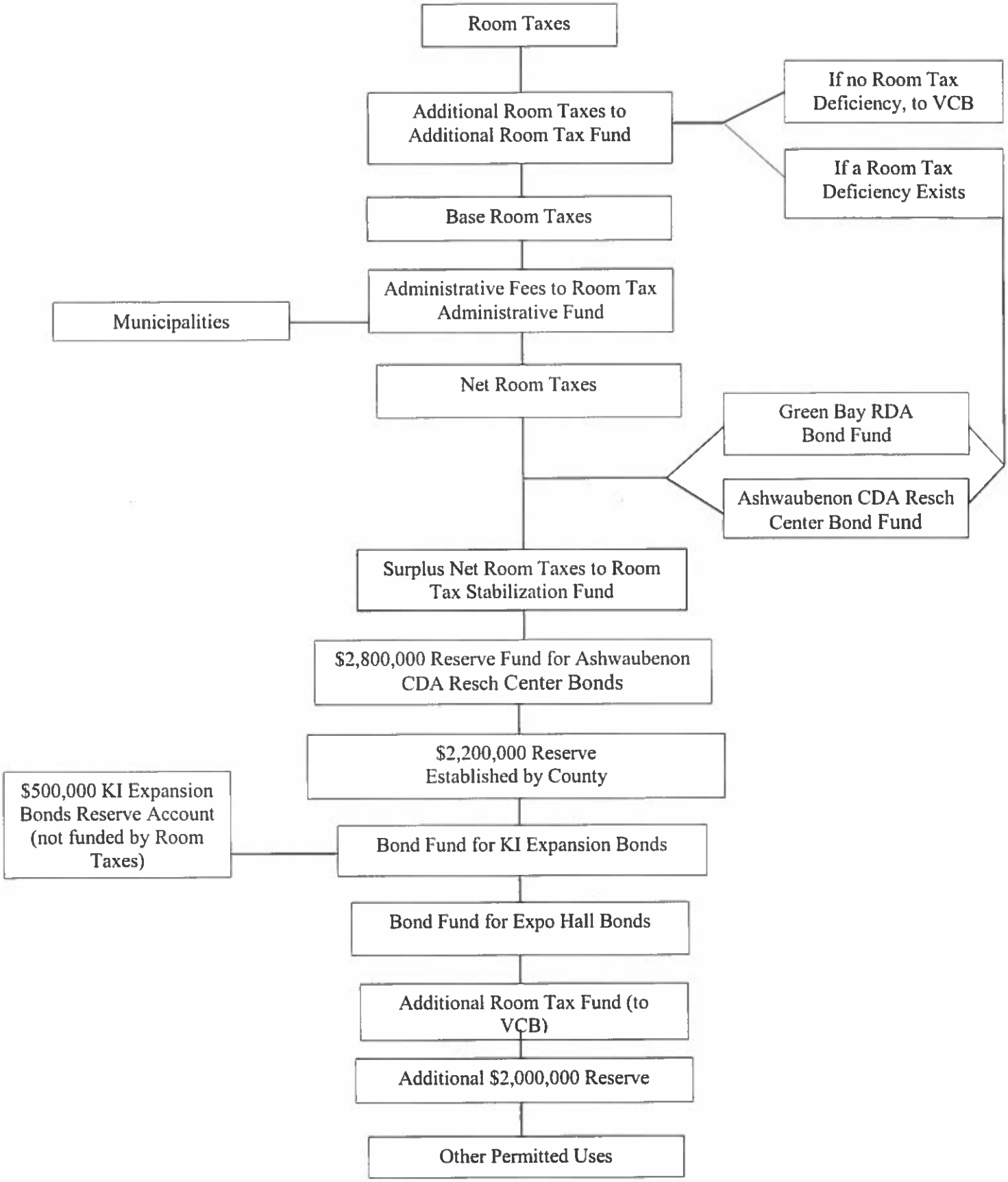
ROOM TAXES FLOW OF FUNDS (1999 THROUGH 2012)



ROOM TAXES FLOW OF FUNDS (2012 THROUGH 2018)



ROOM TAXES FLOW OF FUNDS (2018 THROUGH 2029)



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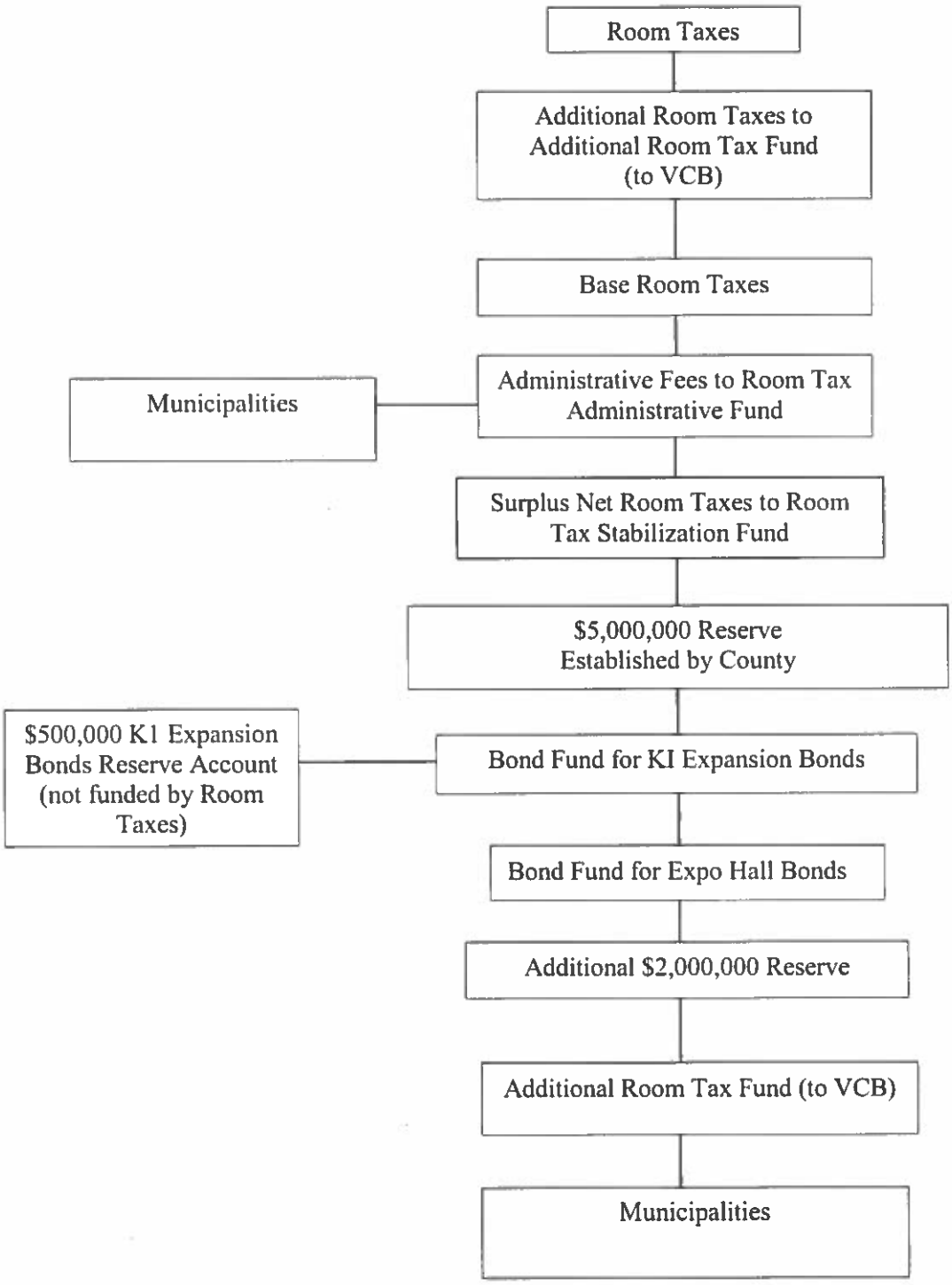
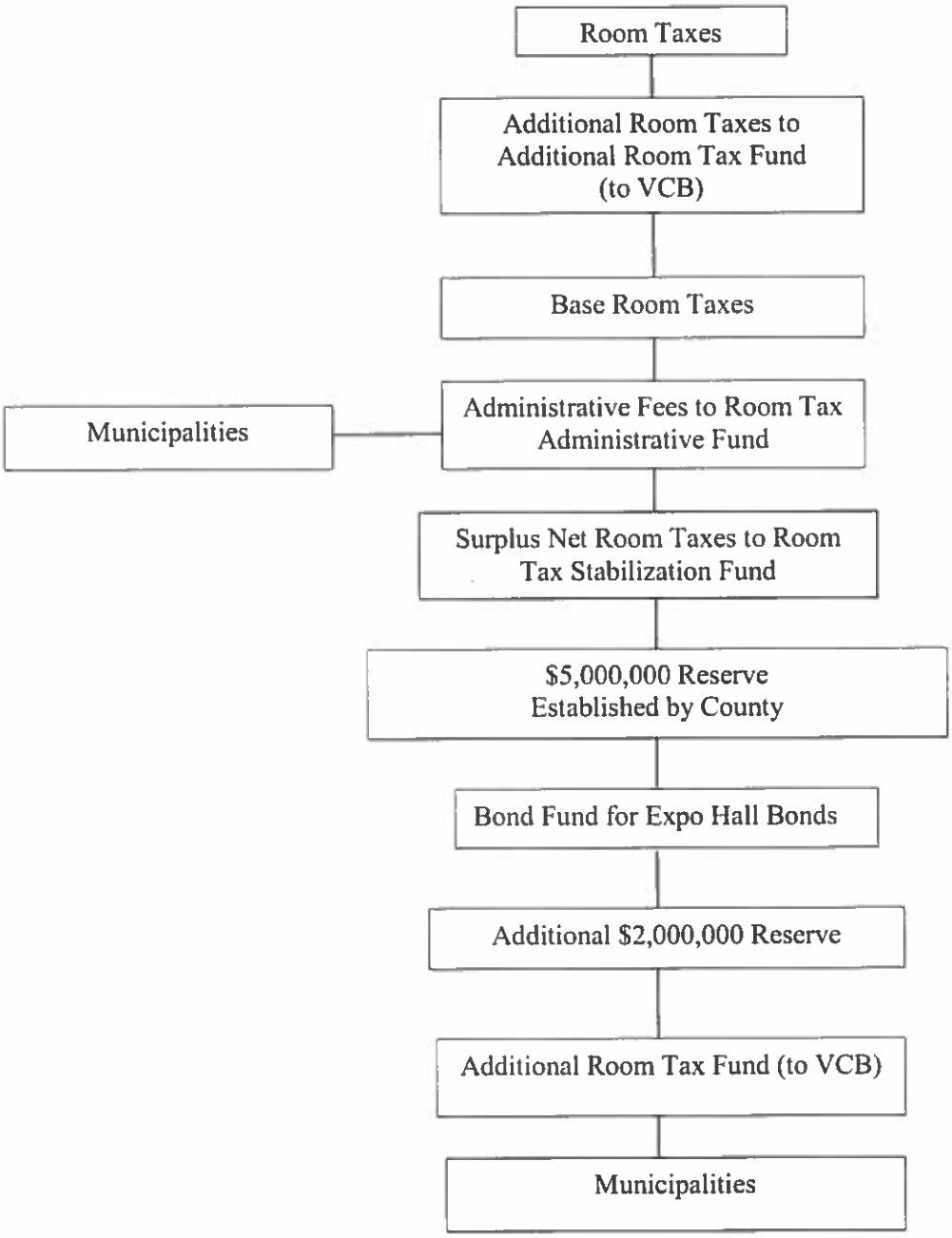
ROOM TAXES FLOW OF FUNDS (2029 THROUGH 2043)



ROOM TAXES FLOW OF FUNDS (AFTER 2043)



9a

August 16, 2017

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

Ladies and Gentlemen:

RESOLUTION APPROVING BUDGET ADJUSTMENT TO VARIOUS DEPARTMENT BUDGETS

WHEREAS, the below listed departments have submitted the following adjustments to their departmental budgets that, per Wisconsin State Statutes, require approval by a 2/3 vote of the full County Board:

17-53 Public Safety	This adjustment is to increase the amount budgeted for the Hazmat Equipment grant as more was awarded than originally budgeted. Also, this will reallocate expenditures to the proper general ledger account. **Amount: $1,346**
17-59 HHS-CTC	When the 2017 budget was adopted, the calculations for the 1% plus $0.1923/hour increase set aside monies in case any of the remaining unions de-certified. The nursing union for the Community Treatment Center de-certified during calendar year 2017, and the employees have already received the wage difference. **Amount: $5,420**
17-61 Sheriff	This request is to increase federal asset forfeiture expenses to purchase items not originally included in the adopted 2017 budget utilizing the asset forfeiture fund balance carried over into 2017. Expenses consist of $5,000 for in-squad helmets and rifle plate carriers and $7,104 toward a replacement speed board trailer for a total of $12,104. No tax levy money is involved in this adjustment. **Amount: $12,104**

and,

WHEREAS, these budget adjustments are necessary to ensure activities are appropriated and accounted for properly.

NOW, THEREFORE, BE IT RESOLVED, that the Brown County Board of Supervisors hereby approves the above listed budget adjustments.

Respectfully submitted,

HUMAN SERVICES COMMITTEE

PUBLIC SAFETY COMMITTEE

11a

Approved By:

_____
TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Administration

Approved by Corporation Counsel's Office

Fiscal Note: The fiscal impact is as described in the individual budget adjustment listed above.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL.	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

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

11a

17-53

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
☐ 5	b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☒ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
☐ 9	Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This adjustment is to increase the amount budgeted for the Hazmat Equipment grant as more was awarded than originally budgeted. Also, this will reallocate expenditures to the proper general ledger account .

Budget Impact: $1,346

Amount: $1,346

Increase	Decrease	Account #	Account Title	Amount
☒	☐	101.013.011.045.6110.020	Outlay Equipment ($5,000+)	9,976
☒	☐	101.013.011.045.4302	State Grant Revenue	1,346
☐	☒	101.013.011.045.5300	Supplies	7,600
☐	☐			
☐	☐			

EB 6/23/17

AUTHORIZATIONS

Signature of Department Head

Department: PSC

Date: 6-21-17

Signature of DOA or Executive

Date: 6/26/17

Revised 2/3/17

11a

17-59

BUDGET ADJUSTMENT REQUEST

Category		Approval Level
☐ 1	Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2	Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3	Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4	Any change in appropriation from an official action taken by the County Board (i.e., resolution, ordinance change, etc.)	County Exec
☐ 5	a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
☐ 5	b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☒ 6	Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☐ 7	Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☐ 8	Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
☐ 9	Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

When the 2017 budget was adopted, the calculations for the 1% plus $0.1923/hour increase set aside monies in case any of the remaining unions de-certified. The nursing union for the Community Treatment Center de-certified during calendar year 2017, and the employees have already received the wage difference. **Fiscal effect = $5,420**

Increase	Decrease	Account #	Account Title	Amount
☒	☐	630.056.051.001.5100.251	Regular earnings RN	8,873
☒	☐	630.056.052.001.5100.251	Regular earnings RN	4,466
☒	☐	630.056.051.001.4600.250	Charges and fees daily rate	5,268
☒	☐	630.056.052.001.4700.002	Intergovernmental charges State	2,651
☐	☒	100.090.5100.998	Regular earnings budget only	5,420
☒	☐	630.056.051.001.9002	Transfer In	3,605
☒	☐	630.056.052.001.9002	Transfer In	1,815
☒	☐	100.090.9003	Transfer Out	5,420

7-10-17

AUTHORIZATIONS

Signature of Department Head

Department: Health & Human Services

Date: 7/6/17

Signature of DOA or Executive

Date: 7/17/17

Revised 2/3/17

11a

17-61

BUDGET ADJUSTMENT REQUEST

Category	Approval Level
☐ 1 Reallocation from one account to another in the same level of appropriation	Dept Head
☐ 2 Reallocation due to a technical correction that could include: • Reallocation to another account strictly for tracking or accounting purposes • Allocation of budgeted prior year grant not completed in the prior year	Director of Admin
☐ 3 Any change in any item within the Outlay account which does not require the reallocation of funds from another level of appropriation	County Exec
☐ 4 Any change in appropriation from an official action taken by the County Board (i.e. resolution, ordinance change, etc.)	County Exec
☐ 5 a) Reallocation of up to 10% of the originally appropriated funds between any levels of appropriation (based on lesser of originally appropriated amounts)	Admin Committee
☐ 5 b) Reallocation of more than 10% of the funds original appropriated between any of the levels of appropriation.	Oversight Comm 2/3 County Board
☐ 6 Reallocation between two or more departments, regardless of amount	Oversight Comm 2/3 County Board
☐ 7 Any increase in expenses with an offsetting increase in revenue	Oversight Comm 2/3 County Board
☒ 8 Any allocation from a department's fund balance	Oversight Comm 2/3 County Board
☐ 9 Any allocation from the County's General Fund	Oversight Comm Admin Committee 2/3 County Board

Justification for Budget Change:

This request is to increase federal asset forfeiture expenses to purchase items not originally included in the adopted 2017 budget utilizing the asset forfeiture fund balance carried over into 2017.

Expenses consist of $5,000 for in-squad helmets and rifle plate carriers and $7,104 toward a replacement speed board trailer for a total of $12,104.

No tax levy money is involved in this adjustment

Amount: $12,104

Increase	Decrease	Account #	Account Title	Amount
☒	☐	152.074.077.6110.020	Outlay equipment (speed bd. trailer)	$7,104
☐	☒	152.074.077.5300	Supplies & Exp. (helmets, etc.)	5,000
☐	☐	152.1009.199	Fund balance (do not post in G/L)	12,104
☐	☐			

DAL 7/24/17

AUTHORIZATIONS

Signature of Department Head

Department: Sheriff

Date: 07/20/17

Signature of DOA or Executive

Date: 7/24/17

Revised 4/1/14

1/a

August 16, 2017

AN ORDINANCE TO AMEND SECTION 2.06 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "ADMINISTRATION COMMITTEE"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Section 2.06 of Chapter 2 of the Brown County Code of Ordinances is hereby amended as follows:

2.06 ADMINISTRATION COMMITTEE. The Committee shall have the duty and responsibility to:

(1) Act as the policy oversight committee for the following departments:

County Clerk
Corporation Counsel
County Treasurer
~~Information~~ Technology Services
~~Department of~~ Administration
Human Resources
Child Support

(2) Act as the policy oversight committee for the Housing Authority.

(3) Approve or deny all requests for transfers in accordance with Section 65.90(5)(b), Wis. Stats. and transfers from the Contingent Fund when these transfers affect the policy oversight jurisdictional areas of this committee.

(4) Review policy matters relating to banks, bonds, the collection of delinquent taxes and the acquisition and sale of tax deeded properties and to make reports to the County Board.

(5) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption.

~~(6) Collect, collate and disseminate information from all standing committees during their annual budget review process, with the help of the Finance Department.~~

(6) ~~(7)~~ Prior to November 1 of the year preceding a year in which an election for the position of county executive is to be conducted, consider and make recommendations to the full Board on a compensation package for that office.

(7) ~~(8)~~ Prior to November 1 of off numbered years, consider and make recommendations to the full Board on a compensation package for the County Board Supervisors to be elected at the succeeding spring election.

(8) ~~(9)~~ Consider and make recommendations to the County Board on matters relating to County finances including resolutions for fund transfers, contracts, and land acquisition and real estate transactions which are not otherwise committed to a different standing committee.

~~(10) Engage the services of architects or engineers for making surveys and estimates of proposed work as directed by the County Board. It is the intent of this provision that,~~

11D

~~within funds budgeted to the County Board, the Committee can order architect and/or engineer services for advice prior to the time it must authorize funding for capital improvements so that the Committee and County Board can inform itself about these proposed projects.~~

(9) ~~(11)~~ To act as a finance committee and exercise the following responsibilities as such:

(a) Committee of jurisdiction for any matters relating to finances, taxes, insurance, tax titles, licenses, claims, bonds and any other related items that have not been assigned to another committee or designee.

(b) Review the annual executive budget with regard to the areas of policy oversight assigned to this committee and make recommendations to the County Board at the annual meeting for the Board's consideration and adoption. After adoption of the annual budget, the Committee shall have authority to make budgetary alterations as permitted by Section 65.90 (5)(b), Wis. Stats., provided they do not exceed 10% of the overall budget for that department.

(c) Recommend to the County Board all requests for transfers of funds from the General Fund or Contingency Fund.

(d) Approve all insurance policies including health, dental, life, worker's compensation, fire and liability.

(e) Examine all invoices filed against the County by each department responsible to the Administration Committee and other invoices not examined by any other committee, board or commission and report to the County Board at each meeting.

(f) Examine all claims filed against the County except dog damage claims and recommend their allowance or disallowance.

~~(g) Shall give prior approval on all grants pursuant to Section 3.12 of the Brown County Code.~~

~~(h) Approve all requests for transfer of monies from the Contingent Fund.~~

~~(i) Recommend to the County Board all requests for establishing petty cash funds~~

Section 2 – This ordinance shall become effective upon passage and publication.

Respectfully submitted,

ADMINISTRATION COMMITTEE

Approved By:

COUNTY EXECUTIVE (Date)

COUNTY CLERK (Date)

COUNTY BOARD CHAIR (Date)

11b

Authored by: Department of Administration

Final Draft Approved by Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

11b

DEPARTMENT OF ADMINISTRATION

Brown County

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

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

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 14, 2017

REQUEST TO: Administration

MEETING DATE: August 2, 2017

REQUEST FROM: Chad Weininger
Director of Administration

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: **AN ORDINANCE TO AMEND SECTION 2.06 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "ADMINISTRATION COMMITTEE"**

ISSUE/BACKGROUND INFORMATION:

Clarification of Administration Committee's role as defined in Chapter 2 of the Brown County Code of Ordinances.

ACTION REQUESTED:

To approval the changes described in the Resolution, as previously discussed at the July 12, 2017 Administration Committee meeting.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

11b

August 16, 2017

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

Ladies and Gentlemen:

RESOLUTION TO RATIFY THE PROPOSED 2017 LABOR AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION

WHEREAS, negotiations were undertaken by and between the County of Brown ('County') and the Brown County Human Services Professional Employees Association ('Association') regarding the terms and conditions of the current County-Association Labor Agreement ('2016 Agreement'); and

WHEREAS, said negotiations resulted in negotiated changes to the terms and conditions of the 2016 Agreement which are proposed in the 2017 Agreement, including: 1) A one year extension to the current County-Association Labor Agreement so that it runs through 2017; and 2) Effective January 1, 2017, an increase of 0.67% in total base wages for Association employees with a start date of December 31, 2016, or prior; and

WHEREAS, the Brown County Administration Committee and Executive Committee both desire to have the above mentioned negotiated changes included in the 2017 Agreement, and both committees have determined that it is desirable to ratify the 2017 Agreement with those two included changes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the Board approves of and desires to ratify the 2017 Agreement with the proposed two changes mentioned above, and that the Board hereby authorizes and directs the County Executive and the County Clerk to execute said 2017 Agreement on behalf of Brown County, with an effective date of January 1, 2017.

Fiscal Impact: This resolution does not require an appropriation from the General Fund. The funds were allocated in the 2017 budget.

11C

Respectfully submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Human Resources
Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

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

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HUMAN RESOURCES DEPARTMENT

Brown County

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

KATHRYN ROELLICH

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

HUMAN RESOURCES DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 11, 2017

REQUEST TO: Administrative Committee and Executive Committee

MEETING DATE: August 2, 2017 and August 7, 2017, respectively

REQUEST FROM: Kathryn Roellich
Human Resources Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO RATIFY THE PROPOSED 2017 LABOR AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION

ISSUE/BACKGROUND INFORMATION:

The Human Services Professional Employees Association is certified for 2017. A tentative agreement was reached between Brown County and the Human Services Professional Employees Association.

ACTION REQUESTED:

Authorization to execute a 2017 labor agreement with the Brown County Human Services Professional Employees Association.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes ☒ No Funding was budgeted in the 2017 budget process.
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded?

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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2017 LABOR AGREEMENT BETWEEN

BROWN COUNTY

AND

THE BROWN COUNTY HUMAN SERVIVCES PROFESSIONAL EMPLOYEES ASSOCIATION

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2017 LABOR AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION

Article l. RECOGNITION

The County of Brown hereby recognizes the Brown County Human Services Professional Employees Association ('Association') as the exclusive bargaining agent in and for all matters allowed by law for its employees covered hereafter in accordance with a certification issued by the Wisconsin Employment Relations Commission.

Article 2. WAGE SCHEDULE

Effective January 1, 2017, an increase of 0.67% in total base wages for Association employees with a start date of December 31, 2016, or prior.

Article 3. DURATION OF AGREEMENT

This agreement shall become effective as of January 1, 2017, and shall remain in force and effect up to and including December 31, 2017.

FOR BROWN COUNTY:

SANDRA JUNO DATE
COUNTY CLERK

TROY STRECKENBACH DATE
COUNTY EXECUTIVE

DAVID P. HEMERY DATE
Brown County Corporation Counsel
WI Bar No. 1033291
Approved as to Form by Corporation Counsel

FOR HUMAN SERVICES PROFESSIONAL EMPLOYEES ASSOCIATION:

ATTY THOMAS J PARINS, JR DATE
AGENT

AMY DINGELDEIN DATE
PRESIDENT

TYLER LUEDKE DATE
VICE PRESIDENT

11C

August 16, 2017

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

Ladies and Gentlemen:

RESOLUTION TO RATIFY THE 2017-2019 AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY SHERIFF'S DEPARTMENT NON-SUPERVISORY EMPLOYEES

WHEREAS, negotiations were undertaken by and between the County of Brown (County) and the Brown County Sheriff's Department Non-Supervisory Employees Labor Association regarding the terms and conditions of the current *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2015-2016* ('2015-2016 Agreement'); and

WHEREAS, said negotiations resulted in negotiated changes to the terms and conditions of the current 2015-2016 Agreement (see attached proposed *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2017-2019*) ('2017-2019 Agreement') (note that negotiated changes are reflected in the attached 2017-2019 Agreement using strike-through for deletions and underline for additions); and

WHEREAS, the Brown County Administration Committee, Public Safety Committee and Executive Committee have all reviewed the terms and conditions of the 2017-2019 Agreement, and all three committees have determined that it is desirable to ratify the 2017-2019 Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, that the Board approves of and desires to ratify the *Agreement Between Brown County and the Brown County Sheriff's Department Non-Supervisory Employees 2017-2019*, and that the Board hereby authorizes and directs the County Executive and the County Clerk to execute said Agreement on behalf of Brown County, with an effective date of January 1, 2017.

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Fiscal Note: This resolution requires an appropriation from the General Fund. Total fiscal impact of the agreement is $207,826 for 2017. Of that amount, $156,355 was budgeted for in General Revenues in the 2017 budget. The remaining $51,471 requires an appropriation from the General Fund.

Respectfully submitted,

ADMINISTRATION COMMITTEE
PUBLIC SAFETY COMMITTEE
EXECUTIVE COMMITTEE

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Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Human Resources

Final Draft Approved by Corporation Counsel

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

11d

HUMAN RESOURCES DEPARTMENT

Brown County

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

KATHRYN ROELLICH

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

DIRECTOR

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: July 20, 2017

REQUEST TO: Administration Committee, Public Safety Committee and Executive Committee

MEETING DATE: August 2, 2017, August 2, 2017 and August 7, 2017, respectively

REQUEST FROM: Kathryn Roellich
Human Resources Director

REQUEST TYPE: ☒ New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: RESOLUTION TO RATIFY THE 2017-2019 AGREEMENT BETWEEN BROWN COUNTY AND THE BROWN COUNTY SHERIFF'S DEPARTMENT NON-SUPERVISORY EMPLOYEES

ISSUE/BACKGROUND INFORMATION:

A resolution is needed to authorize the execution of a 2017-2019 Labor Agreement with the Brown County Sheriff's Department Non-Supervisory Employees.

ACTION REQUESTED:

Approval to execute a 2017-2019 labor agreement with the Brown County Sheriff's Department Non-Supervisory Employees with new terms and conditions.

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
   a. If yes, what is the amount of the impact? $207,826
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☒ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? Transfer from General Fund

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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AGREEMENT

BETWEEN

BROWN COUNTY

AND

THE BROWN COUNTY SHERIFF'S DEPARTMENT NON-SUPERVISORY EMPLOYEES

~~2015-2016~~ 2017-2019

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(Index will be updated in the final document.)

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~~2015-2016~~ 2017-2019

BROWN COUNTY SHERIFF'S DEPARTMENT
NON-SUPERVISORY LABOR AGREEMENT

This Agreement, made and entered into according to the provisions of Section 111.70 Wisconsin Statutes by and between Brown County as municipal employer, hereinafter called the "County" and the bargaining unit of the Brown County Sheriff's Department Non-Supervisory personnel, hereinafter called the "bargaining unit".

Article 1. PURPOSE OF AGREEMENT

It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Association~~ bargaining unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. ~~In keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his/her membership or activities in the bargaining unit, nor will the County interfere with the right of such employees to become members of the bargaining unit. The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state laws.~~

Article 2. RECOGNITION

The County hereby recognizes the ~~Brown County Sheriff's Department~~ bargaining unit as the sole and exclusive bargaining agent with respect to hours, wages and other conditions of employment for all regular law enforcement employees employed by ~~Brown~~ the County that have the power of arrest including Patrol Officers and Sergeants, but excluding the Sheriff, Chief Deputy, Captains and Lieutenants and all other department supervisors.

Article 3. MANAGEMENT RIGHTS RESERVED

Except as herein otherwise provided, the management of the department and the direction of the working forces is vested exclusively in the Employer.

It is further agreed, except as herein otherwise provided, that the responsibilities of management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control; provided, however, that the exercise of the foregoing rights by the County will not be used for the purpose of discrimination against any member of the Association or be contrary to any other specific provision of this Agreement, and provided that nothing herein shall be construed to allow management to affect wages, hours and conditions of employment of Association members as outlined in Section 111.70.

The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state laws.

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Article 4. NON-DISCRIMINATION

The parties hereto agree that there shall be no discrimination with respect to any employee in the bargaining unit because of race, creed, color, national origin, age, sex, ~~or~~ handicap, or any other federal requirement. In keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his/her membership or activities in the bargaining unit, nor will the County interfere with the right of such employees to become members of the bargaining unit.

Article 5. PROBATIONARY PERIOD

~~All newly hired employees shall serve a one (1) year probationary period.~~ The probationary period shall begin immediately upon being hired. Employees hired at the "Academy" rate shall be on probation during the Law Enforcement Academy training period and shall continue one (1) year after successful completion of the Academy. Employees hired at the "Start" rate, or above, shall have a one (1) year probation beginning immediately upon hire. During said probationary period, they shall not attain any bargaining unit seniority rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance procedure. The probationary period of one (1) year shall be extended to cover any unpaid leaves of absence. Upon completion of said probationary period, employees shall be granted bargaining unit seniority rights from the date of original hire. Notice of satisfactory completion of probation shall be given to the employee and his/her personnel file shall so note. The probationary period may be extended by mutual agreement of the parties, subject to acceptance by the employee.

Article 6. BARGAINING UNIT ACTIVITY

The bargaining unit agrees to conduct its business off the job as much as possible. However, agents and representatives of the bargaining unit having business with members of the bargaining unit may confer with such members during the normal working day for a reasonable time, provided that permission is first given by the on-duty shift supervisor which will not be unreasonably withheld. The employer agrees not to deduct any pay from any employee conducting such business. The bargaining unit will furnish the employer with a list of its officers and representatives annually. Off-duty officers under no circumstances will be compensated for conducting bargaining unit activity.

Article 7. FAIR SHARE

The Employer agrees that it will deduct from the earnings of each employee of the County belonging to the Association for which the Association is the exclusive bargaining agent, an amount representing the employees proportionate share of the cost of the collective bargaining process and contract administration, and shall pay such amount to the Association. Such amount shall be measured by the amount of dues uniformly required of members of the Association and shall be paid at the time such dues are regularly paid by the members of the Association, all as shall be certified to the Employer by the Association.

The Employer will provide the Union with a list of employees from whom such deductions are made with each monthly remittance to the Union. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the

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provisions of this Article.

Article 8. JOB DESCRIPTION

Descriptions for each job position within the department including such duties and expectations of the performance of the job shall be maintained by the Sheriff's Department and Human Resources Department. Failure to perform shall subject the employee to discipline, including reduction in rank, if necessary, to that rank which the employee can best perform.

Article 9. JOB BULLETINS

A job bulletin, for all jobs, except those critical to department efficiency and polygraph operator and K-9 patrol officers, effective January 1st of every year, shall be posted no later than December 10th, and subsequently signed by bargaining unit seniority, subject to personal qualifications, and the needs of the department. ~~Brown~~ The County will neither financially gain nor lose when employees change jobs or shifts because of the job bulletin provision.

Any openings occurring during the year shall be filled by the department head, subject to rebulletining on the December date listed above for the next subsequent year. Polygraph operators and K-9 patrol officers must commit themselves to a minimum of three years of service in the job. ~~for all officers going into these jobs after January 1, 1986.~~

Employer shall have the authority to additional rebulletining at any time during the year.

~~The Transport Officer will have a 6-3 schedule.~~

Article 10. PROMOTIONS

Promotions to the position of Patrol Sergeant, Sergeant Investigator and Specialty Sergeants shall be determined by the following promotional procedure:

All individuals who are interested and meet the criteria set forth will take a written examination which will encompass the general area based on the specific position. Separate written examinations will be developed for Patrol Sergeant, Sergeant Investigator and Specialty Sergeants.

The positions of Court Sergeant, Court Coordinator Sergeant, Transportation Sergeant and Jail Electronic Monitoring Sergeant shall be filled based upon straight bargaining unit seniority with no written examination.

Candidates for promotion must have eight (8) continuous and completed years of bargaining unit seniority at the time of the testing procedure. Candidates selected for promotion will serve a six month probation period, which will include a monthly evaluation by supervisory staff. Upon satisfactory completion of the probation period the appointment shall become permanent.

The following criteria shall apply in the determination of those selected for promotion:

A. No disciplinary related suspensions in the previous two (2) years from the dated posting. This does not include suspensions overturned during the grievance procedure or expunged from a deputy's file.

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B. A written examination with a completion time of 2 ½ hours designed to establish a candidate's knowledge of Brown County Sheriff's Department policy and procedures and statutory provisions that are part of normal law enforcement work and which a Brown County Sheriff's Deputy is expected to be familiar with shall be established. ~~All materials that will be used in the test shall be made available to the candidate.~~ Study materials applicable and relevant to the examination shall be made available to the candidate. A passing grade of 70% shall be obtained to be considered a "passing" score. This section shall count 40% of a candidate's score.

C. An oral interview shall be conducted by a panel of five (5) persons. The panel shall consist of the Sheriff and/or Chief Deputy, Captain or Lieutenant of the specific division and two persons selected by the ~~Non-Supervisory Labor Association~~ bargaining unit who have attained the rank of Sergeant, but cannot include any candidate of this procedure. A passing grade of 70% shall be obtained to be considered a "passing" score. The questions and scoring criteria shall be determined by management and the ~~Non-Supervisory Labor Association~~ bargaining unit. The scoring for this section shall be:

1. Each member of the panel must use whole scores (i.e. 1, 2, 3, 4, 5, 6, 7, 8, 9 and 10). Each score from each panel member will then be added together to determine an average score for each question. The average score for each question shall be added together and an aggregate total from all panel members shall be averaged to determine a final score.

2. In the event a panel member has scored a candidate on an individual question which is separated by 2 or more points from the average of the other four panel members, the scores must be reconciled with all panel members through discussion and review.

This section shall count 40% of a candidates score.

D. Candidates will be given credit for service in the Department. This service defined as bargaining unit seniority shall be credited in the following manner:

Each completed year of service, up to a total of twenty measured by the anniversary date, shall be multiplied by a factor of five with the resulting total becoming the final total except that the maximum shall not exceed 100. This section shall count 20% of a candidate's score.

The total obtained by applying the numerical scores earned on B, C and D above shall be added together to obtain the final score of the Sergeant candidates. These scores will then be used to establish an eligibility list with the candidate with the highest score tested numbered one on the list and subsequent candidates shall be listed in order descending numerically as determined by said score. In the event of a tie, the senior deputy will be placed higher. Failure to obtain satisfactory scores shall result in the elimination of the candidate from the promotional process. Said list shall remain in effect for two (2) years from the date on which eligibility list is established and shall be determinative of those promoted to the rank of Sergeant.

A panel of five (5) persons shall assemble. The panel shall consist of the Sheriff and/or Chief Deputy, Captain and/or Lieutenant of the specific division and two (2) persons selected by the ~~Non-Supervisory Labor Association~~ bargaining unit who have attained the rank of Sergeant,

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but cannot include any candidate of this procedure. This panel shall grade the candidate's results from A, B, C and D above and establish the promotion list heretofore described.

Nothing contained herein shall impact members who currently hold the rank of Sergeant from being able to transfer/switch from Patrol to Investigative Sergeant or from Investigative to Patrol Sergeant.

Article 11. FIELD TRAINING OFFICER

~~The County may create up to nine (9) positions of Field Training Officer (F.T.O.).~~ The Sheriff will determine the number of Field Training Officers (FTOs) and the number of FTOs by shift. If a FTO changes his/her shift after selection as FTO, that FTO may be removed based on the needs of the Sheriff's Office. The ~~Field Training Officers~~ FTOs will be selected using the following procedure.

1. Voluntary sign up;
2. Minimum of three ~~and one-half (~~3~~ 1/2)~~ years of bargaining unit seniority;
3. Oral Interview;
4. Peer Assessment
5. Final selection to be made by the Sheriff;

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Officers selected as Field Training Officers will be required to make the following commitments:

a) All officers selected must remain on the shift selected for them by the Sheriff, for a minimum of three (3) years, unless eligible and selected for promotion, or as otherwise determined by the Sheriff. ~~Remain a Field Training Officer and stay in the Patrol Division on the shift selected as a Field Training Officer for a minimum of three (3) years, unless eligible and selected for a promotion.~~

b) Attend Field Training Officer School on a voluntary basis as per Article 17(2).

~~The County and the Union agree that where the amount of Field Training Officers for shifts are listed in the current agreement, the total is discretionary and not mandatory and therefore the amount of Field Training Officers per shift may vary from the amount listed.~~

The compensation for Field Training Officers will be $.80 per hour above the existing top Patrol Officer rate. Field Training Officers shall be compensated during the entire length of commitment to the Field Training Officer Program.

Article 12. DISCIPLINARY PROCEDURE

No regular employee shall be disciplined or discharged except for just cause. Written notice of the discipline, suspension, or discharge and a description of the incident warranting the action shall be given to the employee with a copy to the bargaining unit.

The Internal Affairs Unit or an Internal Investigator assigned by the Sheriff shall report their findings to the Sheriff within forty-five (45) calendar days from the time that an administrative investigation is commenced. In the case of a complaint which is originally investigated as a criminal investigation, the Internal Affairs Unit shall have forty-five (45) days from the date such criminal investigation is completed

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to finalize the investigation and forward it to the Sheriff. Upon receipt of the internal investigative report, the Sheriff or their designee shall within fourteen (14) calendar days hold an informal hearing on the matter. Upon completion of the informal hearing, the Sheriff or their designee shall within seven (7) days render his decision. All time lines contained in this paragraph may be extended for good cause by mutual agreement between the parties.

The subject under investigation shall first be advised of the allegations giving rise to the investigation. the subject shall be informed as to what law, rule, or regulation he/she is suspected of having violated. The allegations shall be communicated to the subject by means of a written summary of the allegations supporting the investigation. The subject may be represented by a representative of his/her choice who, at the discretion of the subject, may be present at all times during questioning of the subject.

An employee issued discipline may use the grievance procedure to appeal the disciplinary action and such grievance will be presented directly to the fourth step. Any grievance that may result from such action shall be considered waived unless presented in writing within fifteen (15) calendar days of the receipt of the notice of discipline by the employee.

Any time an investigation exonerates the deputy, the Department will maintain the investigatory file, but there will be no record of the investigation in the deputy's personnel file. Such investigations shall not form the basis for future discipline; however, they may be used by the Department in following-up on future complaints.

No evidence obtained during the course of any interrogation which is not conducted in accordance with the above, or the fruits thereof, may be utilized in any subsequent proceeding against the deputy. However, any later acquired evidence which is not the fruit of the poisonous tree may be used against the deputy.

~~Administrative~~ Counseling Register/Documentation of Oral Reprimands. Documentation of oral reprimands may be made only by way of an entry into a~~n~~ ~~administrative~~ counseling register maintained by the department pursuant to the following:

(1) Oral reprimands may be documented in writing by any supervisor after review and approval (a) by the Supervisor as to shift personnel, excepting those matters relegated to the Jail Captain, (b) by the Patrol Captain regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of investigative division as to personnel in the detective division: (d) internal affairs Captain. During the review and before approval, the Captain making the review shall discuss the proposed written documentation and the underlying factual situation with the officer in question. The discretion of any Supervisor authorized to make entries into the counseling register may be controlled by the Sheriff and his administrative staff under policies or procedures that the Sheriff may deem appropriate.

(2) The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).

(3) Following the entry of an oral reprimand into the ~~Administrative~~ Counseling Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Supervisor making the entry as to the reason for the entry, and if appropriate, given instruction as to ways to avoid the conduct or action which led to the entry. After such counseling, both the officer being reprimanded and the counseling supervisor shall initial the entry.

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(4) Entries made under the above procedure and properly initialed may be the basis of progressive discipline and factors in performance evaluations. If entries are made without the above procedure being followed, or are not initialed, they shall be void.

(5) Entries in the ~~Administrative~~ Counseling Register shall remain valid for purposes of progressive discipline or performance evaluation for a period of one year of their entry, and at the end of each year shall be void and considered expunged.

Article 13. INVESTIGATOR RATINGS

Present investigators , excluding narcotics investigators, shall receive equal pay to sergeants of Patrol as has been the practice since the departmental organization of January 1, 1969. All individuals in such category shall have equal rank and be designated sergeant investigators with the rank of sergeant, previous ratings notwithstanding, and shall be entitled to have uniform badges. The sergeant investigator rank does not carry interchangeable rank seniority with the Traffic division nor does traffic sergeant carry interchangeable rank seniority with sergeant investigator.

Article 14. HOURS ~~(6-3)~~

For 6/3 employees, the normal schedule for shift employees shall consist of six (6) duty days followed by three (3) days off on a repeating cycle; with each day consisting of an eight hour shift, plus the fifteen minutes required reporting time, resulting in an effective 8.25 hour work day and 2008 hours per year.

The Sheriff may choose to have a 4/4 schedule for K-9 Officers. ~~For 4/4 employees, if any as determined by the Brown County Sheriff's Office,~~
~~t~~The normal schedule for ~~shift~~K-9 Officers ~~employees shall~~ would consist of four (4) duty days followed by four (4) days off on a repeating cycle; with each day consisting of a 10 hour shift, with no reporting time. K-9 handlers will receive 30 minutes of grooming time each day. ~~, plus the fifteen minutes required reporting time, resulting in an effective 10 hour work day, with no reporting time.~~ The annual total of scheduled hours for a K-9 Officer is 2008, which includes the grooming time noted above.

For 5/2 employees, the normal schedule for shift employees shall consist of five (5) duty days which are Monday through Friday; with each day consisting of an eight hour shift with no reporting time.

~~The normal schedule for shift employees shall consist of six (6) duty days followed by three (3) days off on a repeating cycle; with each day consisting of an eight hour shift, plus the fifteen minutes required reporting time, resulting in an effective 8.25 hour work day.~~ Personnel assigned to non-shift duties shall operate within the system of hours for pay purposes as previously in effect before the date of this Agreement, although nothing shall restrict the administration from reassigning personnel or shifts to meet the needs of the department, providing the pay provisions enumerated are followed. Employees will not be directed to work in excess of 12 consecutive hours in any 24 hour period except in the case of an emergency. In the

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event of an emergency, an officer may be directed to work 16 consecutive hours in a 24 hour period.

~~Effective July 1, 1996, f~~For 6/3 and 4/4 employees, the above hours result in a work week of 38.62 hours which equates to 77.24 for a pay period. For 5/2 employees, the above hours result in a work week of 39.235 hours which equates to 78.47 for a pay period.

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~~Effective July 1, 1996, the above hours result in a workweek of 38.62 hours. If federal legislation would require a method of calculation that would result in a different method of interpreting the average in such a manner as to guarantee overtime within the existing work week, the parties agree to immediately renegotiate so that a work week within the limits prior to the requiring of overtime payment shall be reached, and in no case would overtime be paid for work performed within the limits outlined above.~~

Article 15. OVERTIME/CALL-IN TIME-

Comment [RKA1]: Possible addition of flex schedule language

~~The parties hereby adopt the 207(k) exemption under the Fair Labor Standards Act (FLSA) for purposes of overtime for bargaining unit members. The work period for purposes of 207(k) exemption will be as follows.~~

~~6/3 Employees~~	~~27 day cycle and 165 hours~~
~~4/4 Employees~~	~~24 day cycle and 147 hours~~
~~5/2 Employees~~	~~28 day cycle and 171 hours~~

~~There is no pyramiding of Base Pay or Premium Pay.~~

Employees who work the 6-3 shift shall be compensated at the rate of one and one-half (1 1/2) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8.25 hours in any working day, except as provided below. Employees who work the 5-2 shift shall be compensated at the rate of one and one-half (1 1/2) times their normal rate for all hours worked outside of their normally scheduled hours or in excess of 8.00 hours in any working day, except as provided below.

Notwithstanding the foregoing in the Patrol Division, management may, if manpower requires, move the least senior person on a shift up four (4) hours early after offering the move by seniority to cover for swing cars if the swing person is on vacation or pay back time without incurring overtime liability.

Minimum Call-In Time. A call-in is defined as any time an employee is required to work outside his/her normal work shift schedule. However, a call-in does not include the following:

1. Moving an officer forward to cover for a swing car as indicated above.

2. An extension of the normal work shift by one hour on the front or any extension on the back of such shift (exclusive of reporting time).

3. Disciplinary procedures where the officer is not vindicated through the grievance procedure.

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4. Certain training time as provided below.

Employees will be compensated for a minimum of three (3) hours for any call-in time worked on a scheduled work day. Employees will be compensated for a minimum of five (5) hours for any call in time on a day off or scheduled vacation day. This call-in time shall be compensated at the normal rate of pay. Call-in time shall not be pyramided with overtime.

District Attorney Conference. Employees shall be compensated for a minimum of two hours of ~~one hour and twenty minutes for any~~ call-in time from regular off duty time relating to conferences with the District Attorney in preparation of cases. ~~This call-in time shall be compensated at one and one half (1 1/2) employee's normal rate of pay.~~

Court Appearance and Cancellations. If an employee is scheduled to appear in court on a normally scheduled day outside the employee's normally scheduled hours, such employee shall receive a minimum of four hours pay at his/her normal rate of pay. An employee shall be compensated for five ~~four~~ hours of pay at his/her normal rate of pay when a scheduled court appearance ~~call-in on a day off or scheduled vacation has been canceled~~is required on a scheduled day off or vacation day, unless canceled by 6:00 p.m. the day prior.

~~An employee who is scheduled for court is required to call the shift supervisor after 6:00 p.m. on the day prior to the scheduled court appearance. In the event that a cancellation has not been confirmed at this time, the employee shall be entitled to the normal pay such employee was to receive as if the court appearance had not been canceled.~~ Employees scheduled for a court appearance are required to call ~~court~~ the on duty Patrol Lieutenant to determine if they are to report. This call must be made ~~prior to~~ after 6:00 p.m. on the day ~~previous~~ prior to the court appearance.

In the event that an employee has been scheduled for two court appearances on any single day, one in the morning and one in the afternoon, and the court case scheduled in the afternoon is canceled on the morning thereof, the employee, if he/she appeared for the morning case, shall receive ~~40 minutes~~ one (1) hour compensation ~~at his/her time and one-half rate of pay~~.

Article 16. COMPENSATORY TIME

The Employer and the employee may mutually agree that overtime may be taken as compensatory time. Employees will also be allowed to take compensatory time for the 24 hours of involuntary training time referenced in Article 17, paragraph 3, on an hour for hour basis subject to the limitations of this paragraph. If overtime is paid, the compensation will be paid at the rate which is in effect at the time it is paid. Employees shall not accrue compensatory time in excess of eighty (80) hours. The usage of such compensatory time must be pre-approved.

Article 17. TRAINING TIME

Unless otherwise herein provided, the following will be the procedure for compensating the employee for periods of training time.

1. During Normal Hours. Employees required to attend training sessions during the normally scheduled hours shall be compensated at the employee's regular rate of pay for such hours scheduled.

2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on an employee's

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off hours shall be entitled to pay calculated at a straight time rate.

3. Involuntary Training. Except as otherwise provided in this paragraph, when an employee is required to attend training by the employer during off hours, such employee shall be compensated at one and one-half (1 1/2) times his normal rate of pay for attending such schools. This paragraph will not apply to the first twenty-four (24) hours of training scheduled during off hours each year for training required to maintain law enforcement certification (including, without limitation by enumeration, firearms training). Notwithstanding the provisions of Articles 14 and 15 or any other provision of this agreement, such first twenty-four (24) hours will be paid at straight time subject to the Fair Labor Standards Act.

4. Changing Hours for the Purpose of Training. Under the limited conditions set forth below, the employer shall have the right to change an employee's normally scheduled hours for the purpose of training.

The employer may, for the purposes of training, change an employee's normally scheduled work hours if the following conditions are met:

a) That the training time scheduled occurs between 7:00 a.m. and 5:00 p.m., excluding travel time.

b) That the employee is notified of the change in hours for training purposes prior to his/her last day of work of the work cycle immediately before the work cycle in which the training time occurs. However, in no event shall such notice be given after 3:00 p.m. on the Friday immediately prior to the week the training is scheduled.

c) That the employee is not required to work a shift which ends less than six (6) hours prior to the scheduled training time, or is the employee required to work a shift which commences less than six (6) hours after the end of the scheduled training time.

d) That the scheduled training session be for a period of not less than two (2) hours.

Under the above circumstances, the employer may change an employee's normally scheduled hours to allow an employee to attend training. Under these circumstances, the employer will be required to pay the employee straight time.

Article 18. DISTRIBUTION AND CALCULATION OF OVERTIME

Bargaining Unit seniority will be used for distribution of overtime for members of the ~~Non-Supervisory Labor Association~~ bargaining unit in the following areas:

1. Court Officer/Security
2. Prisoner Transports
3. Administrative Assignments
4. Special Events
5. Courthouse Holding Cells
6. Hospital Guard Duty

Officers will not be precluded from overtime, nor will this section apply, when events occurring on their shift require an extension of that shift.

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Vacancies will be filled by the senior officer(s) that volunteer to sign for available overtime postings.

If specific qualifications are required to perform the available overtime, the most senior qualified officer will be eligible to fill the vacancy.

Overtime opportunities occurring in the **Investigative and Patrol** divisions will be restricted to officers that maintain current qualifications.

> **Investigative overtime** will be filled by the most senior investigator that volunteers to fill the vacancy.
>
> **Patrol overtime** will be filled voluntarily by the most senior officer that have worked a bulletin position in the Patrol Division within the last year or maintain current certification for patrol. Certification can be maintained by the voluntary (without compensation) completion of a "Patrol Training Checklist."
>
> **Sergeant overtime** in these divisions will be first, using Sergeant seniority within the division. Second, Department Sergeant seniority of those that maintain current qualifications. Third, bargaining unit seniority for qualified officers. Sergeants may work officer overtime slots, but will be required to perform the duties of the position they are filling.

If manpower needs exist at the end of a regularly scheduled shift, officers will be **held over** to fill vacancies using the following guidelines:

- By seniority, ask for volunteers from on-duty officers within the division in need of manpower.
- No volunteer found, fill vacancy by inverse seniority from on-duty officers within the division.

Order ins will be by inverse seniority of officers presently working the division in need of manpower. If for some reason this is not possible, officers that meet the qualifications to work the division in need will be ordered in by inverse seniority.

Overtime opportunities occurring in the **Marine and Snowmobile Units** will have a signing period consistent with past practices for all participants within that unit. After the first signing, remaining vacancies will be filled by unit seniority.

Specific **programs or grants** which create overtime opportunities paid by ~~Brown~~ the County, but reimbursed by another municipality, will be filled consistent with current contractual agreements with said municipality.

Overtime vacancies that occur with less than twelve (12) hours notice may be filled without using these guidelines.

When overtime becomes available between 12-72 hours prior to the start of the overtime, officers will be notified of the overtime by email or telephone. That overtime will be awarded to the

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most senior person who has replied.

Changes to this article may need to be made as unforeseen circumstances present themselves. If a change to this policy is needed, management agrees to notify the association of its desire to make a change.

It will be the responsibility of the shift lieutenants to compile a scheduling folder indicating overtime openings. This folder will be updated monthly and will be made accessible to all qualified officers/sergeants within each respective division. Officers/sergeants qualified to work overtime in divisions other than the division they are assigned, will be placed on a seniority list and will be given the opportunity for such overtime, based on seniority.

It will be the officers/sergeants responsibility to sign his/her name in the available slots. If a name is occupied in a slot, the senior officer/sergeant signing will prevail over the junior officer/sergeant signing. It will be the responsibility of the overriding senior officer/sergeant to notify the shift lieutenant of the change. It will be the responsibility of the shift lieutenant to make such adjustments and initial the change (similar to that of the vacation book).

Once an officer/sergeant signs a overtime slot, that person will be responsible to ensure the slot is filled.

It will be each officer/sergeant's responsibility to remain apprised of the schedule by checking in seventy-two, (72), hours prior to the overtime shift. After seventy-two, (72), hours, the signing period for that slot will be closed to all officers/sergeants, allowing the senior officer/sergeant that signed the slot to work the assignment. If more than one person shows up to work an overtime slot, only the person's name that has been approved by a lieutenant will be paid.

This procedure will provide shift lieutenants seventy-two, (72), hours to contact eligible officers/sergeants by seniority to fill vacant slots that remain.

EXAMPLE: Eight (8) hour shift of overtime exists.

Any ~~non-Supervisory Labor Association~~ bargaining unit officer may sign for eight, (8) or four, (4) hours of the shift. Seventy-two (72), hours prior to the start of the shift the posting will be closed. The senior officer that signed for the eight, (8) hours will be given the overtime. If no officer signs for eight, (8) hours, the senior officers that signed for each half of the shift will get the overtime.

Within seventy-two, (72) hours of the beginning of the shift, the first officer to sign for half or all the shift will be given the overtime.

No bumping of officers from overtime should occur less than seventy-two (72) hours prior the start of the overtime lost.

Article 19. <u>WEAPONS TRAINING</u>

Employees will be compensated a minimum of three (3) hours for weapons training if scheduled outside of one (1) hour before or after an employee's scheduled work day.

~~**Article 20. FIVE AND TWO PERSONNEL**~~ **(move to Article 32)**

~~At present the five day on - two day off shift works on a yearly basis, 2,080 hours (resulting in 2,040 hours~~

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~~on an annual basis), while the six day on - three day off shift works 2,008 hours; because of this inequity, it is provided that employees that work the five and two shift shall receive five (5) additional days off per year.~~

Article 20~~1~~. STANDBY STATUS

Employees off duty but not on vacation, when placed on standby status, shall notify the department as to where they can be located in a reasonable length of time. The employee shall be advised of the period of time for each standby status. The employee shall be notified through established call-up procedures.

Article 21~~2~~. PAY PERIOD

The pay period for all members shall be bi-weekly. Payday shall be the Friday following the end of the pay period. Employees will be paid by direct deposit.

Article 22~~3~~. SALARIES

Compensation schedule for ~~2015-2016~~2017-2019: The pay of employees of the Brown County Sheriff's Department shall be on the basis herein presented. The salaries are listed and paid bi-weekly, with each paycheck being compensation for the bi-weekly pay period immediately preceding the payday.

The rates of pay prescribed herein are based on a fulltime employment at normal working hours. The pay schedule of each patrolman in the various months of service and of the sergeants shall be retroactive to the payroll which includes the first of January ~~2015~~2017 and as listed herein. Employees performing the duties of a higher ranking officer shall be compensated at the rate of pay of such higher rank, provided that the performance of such duties is not expected as part of the job description of the employee in question.

Salaries paid will be rounded to two decimals and thus compatible with check stubs. ~~Rounding will be via Excel.~~

Employees hired at the Academy Rate will progress to the "Start" rate upon successful completion of the Academy. ~~The current wage offered is $15.00 per hour for the duration of Academy training. The Academy cost will be paid by the County, with reimbursement from the State of Wisconsin. Should the Academy recruit voluntarily leave Brown County employment for another position in law enforcement within one year of Academy graduation, the Sheriff may require repayment of wages paid during the Academy period.~~

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Effective 1/1/15 – 1.5%

PATROL OFFICER 6/3

2,008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy Rate	$15.00	
Start	$22.5539	$1,742.06
6 Months	$24.7602	$1,912.48
18 Months	$27.0008	$2,085.54
30 Months	$30.5242	$2,357.69
42 Months	$34.4582	$2,661.55
72 Months	$34.7819	$2,686.55

PATROL OFFICER 5/2

2,040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$22.2288	$1,744.29
6 Months	$24.3668	$1,912.06
18 Months	$26.6077	$2,087.91
30 Months	$30.0798	$2,360.36
42 Months	$33.9455	$2,663.70
72 Months	$34.2641	$2,688.70

SERGEANT 6/3

2,008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$37.3039	$2,881.35

SERGEANT 5/2

2,040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$36.7685	$2,885.22

Effective 1/1/16 – 0.50%

PATROL OFFICER 6/3

2,008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy Rate	$15.00	
Start	$22.6667	$1,750.78
6 Months	$24.8840	$1,922.04
18 Months	$27.1358	$2,095.97
30 Months	$30.6768	$2,369.48
42 Months	$34.6305	$2,674.86
72 Months	$34.9558	$2,699.99

PATROL OFFICER 5/2

2,040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$22.3399	$1,753.01
6 Months	$24.4886	$1,921.62
18 Months	$26.7407	$2,098.34
30 Months	$30.2320	$2,372.31
42 Months	$34.1152	$2,677.02
72 Months	$34.4354	$2,702.15

SERGEANT 6/3

2,008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$37.4904	$2,895.76

SERGEANT 5/2

2,040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Start	$36.9523	$2,899.65

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Effective 1/1/17 2.00%

Patrol Officer 6/3

2008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	$15.00	$1,158.60
Start	$23.12	$1,785.79
6 months	$25.38	$1,960.48
18 months	$27.68	$2,137.89
30 months	$31.29	$2,416.87
42 months	$35.32	$2,728.36
72 months	$35.65	$2,753.97

Patrol Officer 5/2

2040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	$15.00	$1,177.05
Start	$22.79	$1,788.07
6 months	$24.98	$1,960.05
18 months	$27.28	$2,140.31
30 months	$30.84	$2,419.75
42 months	$34.80	$2,730.56
72 months	$35.12	$2,756.19

Sergeant 6/3

2008 Hours (77.24 Hours Bi-Wkly)

Start	$38.24	$2,953.67

Sergeant 5/2

2040 Hours (78.47 Hours Bi-Wkly)

Start	$37.69	$2,957.64

Effective 1/1/18 1.85%

Patrol Officer 6/3

2008 Hours (77.24 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	$15.00	$1,158.60
Start	$23.55	$1,818.83
6 months	$25.85	$1,996.75
18 months	$28.19	$2,177.44
30 months	$31.87	$2,461.58
42 months	$35.98	$2,778.83
72 months	$36.31	$2,804.92

Patrol Officer 5/2

2040 Hours (78.47 Hours Bi-Wkly)

	Hourly	Bi-Wkly
Academy	$15.00	$1,177.05
Start	$23.21	$1,821.15
6 months	$25.44	$1,996.31
18 months	$27.78	$2,179.91
30 months	$31.41	$2,464.52
42 months	$35.44	$2,781.08
72 months	$35.77	$2,807.18

Sergeant 6/3

2008 Hours (77.24 Hours Bi-Wkly)

Start	$38.95	$3,008.32

Sergeant 5/2

2040 Hours (78.47 Hours Bi-Wkly)

Start	$38.39	$3,012.36

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Effective 1/1/19 1.25%		
Patrol Officer 6/3		
2008 Hours (77.24 Hours Bi-Wkly)		
	Hourly	Bi-Wkly
Academy	$15.00	$1,158.60
Start	$23.84	$1,841.56
6 months	$26.17	$2,021.71
18 months	$28.54	$2,204.66
30 months	$32.27	$2,492.35
42 months	$36.43	$2,813.57
72 months	$36.77	$2,839.98

Effective 7/1/19 .75%		
Patrol Officer 6/3		
2008 Hours (77.24 Hours Bi-Wkly)		
	Hourly	Bi-Wkly
Academy	$15.00	$1,158.60
Start	$24.02	$1,855.38
6 months	$26.37	$2,036.87
18 months	$28.76	$2,221.19
30 months	$32.51	$2,511.04
42 months	$36.70	$2,834.67
72 months	$37.04	$2,861.28

Patrol Officer 5/2		
2040 Hours (78.47 Hours Bi-Wkly)		
	Hourly	Bi-Wkly
Academy	$15.00	$1,177.05
Start	$23.50	$1,843.92
6 months	$25.76	$2,021.27
18 months	$28.13	$2,207.15
30 months	$31.80	$2,495.32
42 months	$35.88	$2,815.84
72 months	$36.22	$2,842.27

Patrol Officer 5/2		
2040 Hours (78.47 Hours Bi-Wkly)		
	Hourly	Bi-Wkly
Academy	$15.00	$1,177.05
Start	$23.67	$1,857.75
6 months	$25.95	$2,036.43
18 months	$28.34	$2,223.71
30 months	$32.04	$2,514.04
42 months	$36.15	$2,836.96
72 months	$36.49	$2,863.58

Sergeant 6/3		
2008 Hours (77.24 Hours Bi-Wkly)		
Start	$39.43	$3,045.92

Sergeant 6/3		
2008 Hours (77.24 Hours Bi-Wkly)		
Start	$39.73	$3,068.76

Sergeant 5/2		
2040 Hours (78.47 Hours Bi-Wkly)		
Start	$38.87	$3,050.01

Sergeant 5/2		
2040 Hours (78.47 Hours Bi-Wkly)		
Start	$39.16	$3,072.89

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Article 234. ADDITIONS TO BASE PAY

Court Officer, fulltime Patrol Division Accident Reconstruction Experts and Court Coordinator Sergeant shall receive $0.18 per hour in addition to base pay. The Bomb Technician will receive $.80 per hour in addition to base pay.

The Lead Canine Officer and Lead Dare Officer will receive the Sergeant rate of pay. The Direct Enforcement Officer I (DEO I) will receive the Patrol Officer rate of pay and the Direct Enforcement Officer II (DEO II) will receive the Sergeant rate of pay as long as municipality continues to contract with the County for those services.

Officers who regularly report to the Sheriff's Office at 2684 Development Drive and are required to relieve/report to the following locations will receive mileage allowance for the use of their personal ~~car~~ vehicle to report to the duty location.

Location	Mileage (Round Trip)
Allouez	7
Bellevue	9
Howard	23
Suamico	31

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Officers who regularly report to the Howard Village Hall at 2456 Glendale Avenue and are required to relieve/report to the ~~Suamico Village Hall~~ following locations for a bulletin position will receive mileage allowance ~~of 8 miles, round trip.~~ for the use of their personal vehicle ~~car to report to the duty location.~~: Suamico Village Hall – 8 miles round trip; Brown County Sheriff's Office at 2684 Development Drive – 23 miles round trip.

~~HOWARD: Officers assigned to relieve officers regularly assigned to Howard patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Howard location.~~ Mileage allowance is calculated ~~at 23.0 miles round trip~~ at the annual rate as established by the IRS.

~~SUAMICO: Officers assigned to relieve officers regularly assigned to Suamico patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Suamico location. Mileage allowance is calculated at 34.0 miles round trip at the rate as established by the IRS.~~

~~BELLEVUE: Officers assigned to relieve officers regularly assigned to Bellevue patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Bellevue location. Mileage allowance is calculated at 8.6 miles round trip at the rate as established by the IRS.~~

~~ALLOUEZ: Officers assigned to relieve officers regularly assigned to Allouez patrol for purposes of vacation, sick leave, etc., will receive mileage allowance for use of their personal car to report to duty at the Allouez location. Mileage allowance is calculated at 6.8 miles round trip and the rate established by the IRS.~~

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Article 24~~5~~. TOP GRADE STEP PROGRAM

All ~~starting patrolmen~~ officers shall attain the maximum step at the completion of 72 months of service on a ~~6~~-step plan with a step increase at the completion of six months, eighteen months, thirty months, forty-two months and seventy-two months of employment. ~~beginning at the "Start" wage. Officers hired at the "Academy" rate will begin the step increase process after successful completion of the Law Enforcement Academy and achieving the "Start" rate.~~ Employees hired with prior law enforcement agency or educational credits over and above those currently required by training and standards may be started in the pay scale up to the ~~18~~42-month level at the discretion of the Employer.

Article 25~~6~~. SHIFT PAY DIFFERENTIAL

Payment of shift differential shall ~~change from a cents per hour formula, to~~ be paid in a bi-weekly lump sum payment, based upon the shift the employee works ~~as of 01/01/2016, the number of hours per year the employee is expected to work, divided by 26~~. The bi-weekly payment is listed below.

For 5-2 Personnel:

Shift	Hourly Amount	Bi-Weekly Payment
9:00a-7:00p	$.37/hr	$29.60
10:00a-8:00p	$.55/hr	$44.00
11:00a-7:00p	$.37/hr	$29.60
12:00p-8:00p	$.55/hr	$44.00
3:00p-11:00p	$.55/hr	$44.00
4:00p-12:00a	$.55/hr	$44.00
11:00p-7:00a	$.74/hr	$59.20
7:00p-3:00a (Howard)	$.74/hr	$59.20
2:00p-10:00p	$.55/hr	$44.00
6:00p-2:00a	$.74/hr	$59.20
7:00p-5:00a (Canine)	$.74/hr	$59.20
10:00p-06:00a	$.74/hr	$59.20
9:00p-7:00a (Canine)	$.74/hr	$59.20

For 6-3 Personnel:

Shift	Hourly Amount	Bi-Weekly Payment
9:00a-7:00P	$.37/hr	$28.58
10:00a-8:00p	$.55/hr	$42.48
11:00a-7:00p	$.37/hr	$28.58
12;00p-8:00p	$.55/hr	$42.48
3:00p-11:00p	$.55/hr	$42.48
4:00p-12:00a	$.55/hr	$42.48
11:00p-7:00a	$.74/hr	$57.15
7:00p-3:00a (Howard)	$.74/hr	$57.15
2:00p-10:00p	$.55/hr	$42.48
6:00p-2:00a	$.74/hr	$57.15
7:00p-5:00a (Canine)	$.74/hr	$57.15

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10:00p-6:00a	$.74/hr	$57.15
9:00p-7:00a (Canine)	$.74/hr	$57.15

Positions of Traffic Team Sgt., Traffic Team Officer, Directed Enforcement Officer I and Directed Enforcement Officer II shall receive shift differential as follows:

5/2 Personnel	Hourly Amount	Bi-Weekly Payment
	$.55/hr.	$44.00

6/3 Personnel	Annual Total	Bi-Weekly Payment
	$.55/hr.	$42.48

It is further agreed that the positions of Evidence/Liaison Technician, Narcotics Investigator/Interdiction Team, Narcotics Investigator, Traffic Team Sergeant, Traffic Team Officer, Directed Enforcement Officer I and Directed Enforcement Officer II may be required to work outside of their listed hours subject to the needs of the Sheriff's Department. In the event a change of hours is required for these positions, shift differential shall be paid if the listed hours are worked.

It is further agreed that any position receiving shift differential pay shall continue to receive the pay equal to 2040 hours per year for 5/2 personnel and 4/3 personnel, and 2008 hours for 6/3 personnel, regardless if employees are on vacation, sick, casual day(s), ~~FMLA~~ or short term disability.

Article 26~~7~~. CLOTHING ALLOWANCE

Each employee of the Brown County Sheriff's Department shall have an account to be known as "clothing allowance. The clothing allowance will be four hundred eighty dollars ($480.00), paid out in two lump sums of two hundred forty dollars ($240.00) each. The first payment of $240.00 will be paid out on the January payroll closest to January 31st. The second payment of $240.00 will be paid out on the July payroll closest to July 31st. Beginning January 1, 2013, the accounts will no longer be cumulative and employees that have an amount carried over will be paid out on the January payroll. The total clothing allowance for a new sworn non-supervisory employee, which is $780.00 ($480.00 +$300.00), will be paid out on the employee's first paycheck.

Article 27~~8~~. LONGEVITY

Employees shall receive in addition to base pay the following:

$0.06 per hour at the start of the 8th year.
$0.12 per hour at the start of the 12th year.
$0.18 per hour at the start of the 16th year.

Article 28~~9~~. EDUCATION CREDITS

The County shall reimburse an officer up to $85.00 per credit upon successful completion of approved police science courses, approved correction courses, and approved public management courses. Courses must be preapproved by the Sheriff or his designee prior to an officer taking the course. Employee must obtain a grade C to be reimbursed.

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Article 29~~30~~. HOLIDAYS

I. Definitions:

A. Base pay is defined as that pay received by an employee of the Brown County Sheriff's Department as outlined in Article 23, Salaries, of the labor agreement.

B. Holiday pay is defined as that pay or equivalent time off received by every member of the ~~Brown County Sheriff's Department Non-Supervisory Labor Association~~ bargaining unit regardless of whether or not the employee works the holiday.

C. Holiday is defined as a day marked by a general suspension of work in commemoration of an event and does include the following days:

New Year's Day	Labor Day
President's Day	Columbus Day
Easter	Veterans Day
Memorial Day	Thanksgiving Day
Independence Day	Christmas Day

All employees receive a maximum of 10 holidays in which they may receive premium pay, based upon their schedule.

~~New Year's Day Labor Day~~
~~President's Day Columbus Day~~
~~Easter Veterans Day~~
~~Memorial Day Thanksgiving Day~~
~~Independence Day Christmas Day~~

For ~~Non-Supervisory~~ 5/2 employees, ~~observe holidays on the observed holiday when the actual holiday falls on a Saturday or Sunday. W~~when the actual holiday occurs on a Saturday, the observed holiday is the prior Friday; likewise, when the actual holiday occurs on a Sunday, the observed holiday is the following Monday. Holidays for ~~Non-Supervisory~~ 6/3 and 4/4 employees occur on the actual holiday, which the employee may or may not be scheduled to work.

~~For all Non-Supervisory employees, there are 10 holidays as listed above.~~

For ~~Non-Supervisory~~ 5/2 employees, there are regularly scheduled to work holidays and not regularly scheduled to work holidays.

For 5/2 employees, the four (4) regularly scheduled to work holidays are as follows:

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Presidents Day
Easter ~~Monday~~
Columbus Day
Veterans Day ~~Observed~~

For 5/2 employees, the six (6) **not** regularly scheduled to work holidays are as follows: ~~These are days the 5/2 employee would not normally work.~~

New Year's Day ~~Observed~~
Memorial Day
Independence Day ~~Observed~~
Labor Day
Thanksgiving Day
Christmas Day ~~Observed~~

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D. Premium pay is defined as that pay received by every officer of the ~~Brown County Sheriff's Department Non-Supervisory Labor Association~~ bargaining unit who is regularly scheduled to work exclusive of sick leave and works a shift or a portion of a shift (includes worker's compensation or vacation) and is to be compensated at a rate of one hour of pay for each hour of work for 6-3 personnel or at a rate of one hour of pay for each hour of work for 5-2 personnel.

Premium pay will begin at midnight of the holiday or holiday observed. Non-Supervisory employees will be entitled to one (1) hour of premium pay for each hour worked during the twenty-four (24) hour period beginning at midnight of the holiday or holiday observed. Non-supervisory employees will receive premium pay while on vacation or compensatory time during the holiday or holiday observed. This includes vacation or compensatory hours used while on short-term disability, during the holiday or holiday observed. Non-supervisory employees will not receive premium pay while on sick or casual leave.

E. Overtime pay is defined as that pay computed at one and one-half times the hourly rate for all hours worked.

II. ~~Application:~~ If an employee works on a Holiday the following applies:

A. Regularly scheduled to work (8.25 hours) (6-3 personnel)
1) Base pay (compensated up front)
2) Holiday pay (compensated up front)
3) Premium pay

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B. Regularly scheduled to work (8 hours) (5-2 personnel)
1) Base pay (compensated up front)
2) Holiday pay (compensated up front)
3) Premium pay

C. Regularly scheduled to work (works more than 8.25 hours) (6-3 personnel)
1) Base pay (compensated up front)
2) Holiday pay (compensated up front)
3) Premium pay
4) Overtime pay for hours over 8.25

D. Regularly scheduled to work (works more than 8 hours) (5-2 personnel)
1) Base pay (compensated up front)
2) Holiday pay (compensated up front)
3) Premium pay
4) Overtime pay for hours over 8

E. Not regularly scheduled to work (8.25 hours) (6-3 personnel)
1) Holiday pay (compensated up front)
2) Premium pay
3) Overtime pay

F. Not regularly scheduled to work (works 8 hours or less) (5-2 personnel)
1) Holiday pay (compensated up front)
2) Premium pay
3) Overtime pay
4) Base pay (8 hours minus actual hours worked equals what is paid; cannot be less than zero)

G. Not regularly scheduled to work (works more than 8.25 hours) (6-3 personnel)
1) Holiday pay (compensated up front)
2) Premium pay
3) Overtime pay

H. Not regularly scheduled to work (works more than 8 hours) (5-2 personnel)
1) Holiday pay (compensated up front)
2) Premium pay
3) Overtime pay
4) No base pay (exceeded 8 or more hours)

All applications listed above are subject to ~~not exceeding~~ a maximum of 3.5 times (base, holiday, overtime and premium pay) the employee's normal rate of pay. At the beginning of each year, employees can elect to have the 10 holidays added to their vacation balance or elect to get paid for these holidays as the holidays occur. If the employee elects to convert their holidays to vacation days, the employee can no longer include Holiday Pay in any compensation calculation. If the employee elects to be paid for holidays, the Holiday Pay is included in the compensation calculation.
~~At the beginning of each year, employees can elect to have the 10 holidays added to their vacation balance or elect to get paid for these holidays as the holidays occur.~~

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J. Regularly Scheduled to Work (works a Reimbursed Event) (5-2 personnel)

a. Holiday Pay (compensated up front)

b. Premium Pay for hours worked

c. Vacation, or Comp Time for regularly scheduled hours~~or Casual~~

d. Overtime for all hours worked at the reimbursed event

KJ. Not regularly scheduled to work (works a Reimbursed Event) (5-2 personnel)

a. Holiday Pay (compensated up front)

b. Premium pay for hours worked

c. Base Pay for regular scheduled hours

d. Overtime for all hours worked at the reimbursed event

Reimbursed events – When an employee is scheduled to work a holiday, but instead takes vacation, or comp time, ~~or casual~~ in order to work a reimbursed event, the employee will receive a maximum of 4 ½ times (base, holiday, overtime and premium pay) the hourly rate.

K. Call In for a non-reimbursed event on a regularly scheduled work day (5-2 and 6-3 personnel) while off on vacation or comp time

a. Holiday Pay (compensated up front)

b. Premium Pay for hours worked

c. Vacation or Comp Time for regularly scheduled hours

d. Overtime or call-in pay for all hours worked

Article 3~~0~~1. PERSONAL DAYS

All employees will receive three (3) personal days to be taken with prior approval of the department.

Article 3~~1~~2. VACATIONS

Vacations shall be computed on January 1st of each year based upon the length of service involved. Employees with less than a full year of service at the time of computation shall have their vacation prorated with respect to the amount of time of service as of January 1st.

Less than one full year of service..... Prorated on 6 days per year
1 - 6 years of service..... 12 working days
7 - 12 years of service..... 18 working days
13 - 14 years of service..... 24 working days
15 - 16 years of service..... 25 working days
17 years of service..... 26 working days
18 years of service..... 27 working days
19 years of service..... 28 working days

The days listed are the actual number of days to be taken off during the year of service indicated. Traffic sergeants shall select vacations separate from all other personnel, and only one sergeant from each separate shift may be on vacation at any one time. For court related personnel, management will consider and may approve requests for more than two (2) people to be off on vacation on the following holidays when court is not in session: afternoons of Good Friday, Christmas Eve and New Year's Eve.

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Traffic patrolmen shall select vacations separate from all other personnel, and only two patrolmen from each separate shift may be on vacation at any one time.

Each member of the Patrol Division and Investigative Division shall be allowed a maximum of twelve (12) vacation days during the period from Memorial Day through September 15th of each year on the first round of vacation selection. Vacation selection during the first round shall be selected only in multiples of three (3) days. Employees will not be allowed to cross over working groups on the first round of vacation selection. Employees shall be entitled to take vacation in one-half day segments, provided that such vacation selection cannot be made more than ten (10) days before the date selected.

Vacations shall be selected by bargaining unit seniority. All vacation requests prior to 48 hours before the date requested will be approved if an opening exists for the date(s) requested on the vacation roster and no department emergency precludes the taking of the requested vacation. Those days requested within 48 hours may be denied. In the event of death of an employee, the employee's survivor shall be paid the dollar equivalent for all accumulated and unused vacation.

Five and Two Personnel

At present the five day on - two day off shift works on a yearly basis, 2,080 hours (resulting in 2,040 hours on an annual basis), while the six day on - three day off shift works 2,008 hours; because of this inequity, it is provided that employees that work the five and two shift shall receive five (5) additional days off per year.

Article 32~~3~~. ACCUMULATION OF VACATION

~~Employees hired prior to January 1, 1982, will be allowed to carry over up to thirty days of vacation at the end of the calendar year. Employees hired after January 1, 1982,~~ Employees will be allowed to carry over ten (10) days (80 hours) of vacation at the end of the calendar year.

Article 33~~4~~. VACATION PAY USED FOR SICKNESS

Absence on account of sickness, injury or disability in excess of that hereinafter authorized for such purposes may, at the request of the employee, be charged against vacation leave allowance.

Article 34~~5~~. HEALTH AND DENTAL INSURANCE

~~**High Deductible Plan:**~~

~~HRA/HSA/VEBA would be funded on January 1 each year at the following levels:~~

~~100% for year 2010~~
~~90% for year 2011~~

~~The HRA would be converted to an HSA or VEBA Account beginning on or before December 31, 2011, and all funds that are in the HRA at that time will be converted to the HSA/VEBA. The HSA or VEBA would be negotiated with the bargaining unit.~~

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Health Plan Premiums:

The employee shall pay twelve percent (12%) of the single or family health insurance premium per month. The County shall pay eighty-eight percent (88%) of the single or family health insurance premium.

If an employee is laid off, the County shall pay its share of the insurance premium for any premiums due for the month following the month for which the layoff occurred.

Retired personnel are to remain in the plan, if they so desire, to age 65, provided they pay the entire costs of all premiums, except as may be otherwise specifically provided for in this Agreement.

Dental:

The employee shall pay seven and one-half percent (7 ½%) of the single or family premium per month for the Dental Plan. The County shall pay ninety-two and one-half percent (92 ½%) of the single or family premium for the Dental Plan.

Effective January 1, 2010, the annual dental maximum is $1,250.

Article 356. ~~DEATH AND DISMEMBERMENT INSURANCE~~TERM LIFE AND AD&D INSURANCE

The County agrees to make available the Wisconsin Public Employers Group Life Insurance Plan for each regular employee who wishes to maintain such coverage. Coverage shall be the employee's annual earnings rounded to the next $1,000.00 and there shall be no cost to the Employee.

Employees may purchase additional life insurance coverage at the full cost of such coverage up to 5 times annual earnings. Dependent coverage will also be available as provided in the plan at the employee's cost.

Retirees retiring after the effective date of the plan will be eligible to participate in the plan at their own cost subject to the exclusions and rules of the plan.

All rules and exclusions of the Wisconsin Employers Group Life Insurance Plan will be applicable to the participating employees.

Article 367. RETIREMENT CONTRIBUTION

~~Effective January 1, 2012 the County will pay up to $191.00 per pay period towards the employee's contribution rate for all officers of the Sheriff's Department after six (6) months of service. During the first six (6) months of employment, employees shall contribute the full amount of the employee's share to the WRS as determined by the ETF. Thereafter, employees shall contribute to WRS according to the following schedule:~~

~~Effective November 1, 2013 the employee shall contribute 2.5% towards the employee's share of the Wisconsin Retirement System (WRS).~~

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~~Effective January 1, 2014 the employee shall contribute an additional 2.5% for a total of 5%of the employee's share to the Wisconsin Retirement System (WRS).~~

~~Effective July 1, 2014 t~~The employee shall contribute the full amount of the employee's share to the Wisconsin Retirement System (WRS) as determined by the Employee Trust Funds (ETF).

Article 3~~7~~8. SICK LEAVE

Officers shall be granted sick leave with pay at the rate of one working day of each full month of service. ~~Effective January 1, 1988, s~~Sick leave shall accumulate but shall not exceed 135 working days. All sick leave shall be subject to administration by the Sheriff. Maximum payout at retirement or death of the employee is 135 days. The employee may convert earned/unused vacation days to sick leave days during the employee's last three years of employment.

Sick leave may be used for any period of absence from employment which is due to illness, bodily injury, exposure to contagious disease, pregnancy, required dental care, necessary attendance of the immediate family (defined as those persons living within the employee's immediate domicile.) In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate sick leave and a written physician's certificate stating the employee is medically able to return to work will terminate the sick leave with pay.

The employee has the duty to make other arrangements within a reasonable period of time for the attendance of children or other persons in his/her care.

The procedure for use of sick pay shall follow established administrative policy. Sick leave shall be computed to the nearest quarter hour.

All employees reaching normal retirement or disability shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). ~~The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement:~~

~~After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.~~

~~1. In the event that an employee eligible under the sick leave provision and eligible for retirement under the provisions of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.~~

~~2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.~~

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~~3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.~~

~~4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by Brown County.~~

~~5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with the above policy.~~

Retired members of the Association will no longer be limited in utilizing banked sick leave to purchase healthcare coverage under the County's healthcare plan;

Retired members of the Association will have the value of their banked sick leave as of December 2, 2016, up to 135 days, placed in a Retiree Funded HRA Plan, qualified under I.R.C. Section 213(d), for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;

Active members of the Association with accumulated and/or Banked Sick Leave shall be able to continue to utilize their sick leave as identified under the Agreement and will have their accumulated and/or Banked Sick Leave, up to 135 days, valued as of the date of termination of employment, retirement, death, and placed in the Retiree Funded HRA Plan, in their name and for their benefit at that time for the purposes of purchasing qualified medical expenses under I.R.C. 213(d), including retiree healthcare premiums under either the County's healthcare plan or any other healthcare plan available to the public, plus allowances under the Retiree Funded HRA Plan;

Those active members of the Association who presently accrue Sick Leave ~~as of the date of this MOU~~, shall continue to accrue and utilize Sick Leave as identified under the Agreement going forward, until the earlier of their termination, retirement or death;

An association member who departs from the Association and who remains an employee of the county will not be subject to Chapter 4 of the

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Brown County Ordinances with respect to accumulated/banked sick leave and shall receive the value of their accumulated/banked sick leave, valued at their current level of compensation up to a maximum of 135 days, at the time of their termination, retirement or death.

A copy of the following documents has been furnished to the Labor Association and is controlling as it relates to this article:

A. The Trust Fund HRA Administrative Agreement

B. The Genesis Employee Benefits Integrated Funded HRA Basic Plan Document Adoption Agreement

C. The Genesis Employee Benefits Retiree Funded HRA Basic Plan Document Adoption Agreement

~~All other terms of Article 38 shall remain in force and effect.~~

BANKED SICK LEAVE

Employees employed by the County before the date of the ratification of the 1999, 2000, 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a maximum of 135 days, will be banked in a ~~trust account~~ sick leave accumulation account, ~~, at current wage and used for internal revenue code (213.d) eligible expenses.~~ which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless there are vacation days earned but unused during the final three (3) years of their employment with the County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee, said employees' beneficiary will receive a payout equal to the sick leave balance in their account. The maximum payout for the death of an employee is 135 days.

~~All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon reaching normal retirement or disability, shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement.~~

~~After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employee.~~

~~1. In the event that an employee, eligible under the sick leave provision and eligible for retirement under the provision of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that~~

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~~an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.~~

~~2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.~~

~~3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.~~

~~4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by the County.~~

~~5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with above policy.~~

~~Part-time employees shall receive disability benefits on a prorata hourly basis.~~

All employees, who commence regular employment on or after the ratification of the 1999, 2000, 2001 agreement, will be automatically enrolled in the Casual Day/Disability Plan. (Ratification by the Brown County Board was May 16, 2001.)

Part-time employees enrolled in the Casual Day/Disability Plan will be subject to proration of benefits based on posted hours.

CASUAL DAYS

To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1. Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment. At the end of each calendar year, employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

Employees hired before July 1, will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum of two (2) additional full days. Employees hired after July 1, will not earn casual days during the initial calendar year in which they were employed. However, upon successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.

Newly hired employees who terminate before the end of the calendar year in which they are hired or during probationary period, shall not receive any compensation for unused or accrued casual days. An employee who terminates employment on or before June 30 of any calendar year, shall

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receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An employee who terminates employment on or following July 1 of any calendar year shall receive payment for any unused casual days.

Casual Day request will be administered as follows:

1. The Sheriff's Office shall evaluate all requests for casual days on a case-by-case basis.

2. A deputy requesting a casual day need not provide any reason for the use of that day.

3. Casual day requests may be denied only when granting the request will cause an "unusual and acute" manpower shortage. Examples of such "unusual and acute" manpower shortages include:

   a. Emergencies arising from natural disasters, manmade disasters, rioting, civil unrest and similar unforeseen emergencies.

   b. High security events such as presidential, gubernatorial or political visits, where the possibility exists for protests or other forms of civil unrest.

   c. A request is made less than 12 hours prior to the beginning of the shift which is sought to be taken off.

4. The creation of overtime is not a basis to deny a casual day request;

5. A casual day request made more than 12 hours prior to the beginning of the shift that is the subject of the request is presumed to not cause an "unusual and acute" manpower shortage.

6. In the event a member of the Association advises the Sheriff's Office that the casual day request is due to sickness or other required, medical or dental date, the member shall be granted the use of a casual day, except in instances of dire emergency.

7. In the event of a dire emergency (i.e. natural disaster, manmade disaster), casual days already granted may be cancelled/rescinded. In the event that a casual day needs to be cancelled/rescinded, the cancellation will be done by inverse seniority, if possible.

Casual days may be taken in fifteen (15) minute increments for purposes of required dental and medical care. Doctor and dentist appointments should be limited to a reasonable number of hours from work.

Casual days and banked sick leave may be used by an employee who is injured on the job to supplement his/her disability benefits in an amount, which will equal regular pay. Such days may be used only after casual days are exhausted.

SHORT-TERM DISABILITY LEAVE

Employees who have completed six (6) months of service shall be eligible for disability leave pay as follows:

- On the job accidents or injuries of the employee - first day coverage at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

- Sickness or an off the job accident or injury of the employee - coverage after three (3) work

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days at 75% of regular pay until the start of long-term disability coverage (doctor certificate required).

All claims for disability benefits must be submitted to the County Human Resources Department. Claims arising out of sickness or an off the job accident or injury must be submitted within four (4) workdays of the initial absence. Claims must include a statement indicating the day the employee first became disabled, the nature of the disability, and the employee's anticipated date of return. The Human Resources Department, within its discretion, may request from the employee's physician, a written certificate indicating the first day of disability, the reason for the employee's disability, and the anticipated length of such disability in the event the employee is absent for a period of more than three (3) work days. The employer agrees to waive the foregoing requirement under extraordinary circumstances (e.g. hospitalization). Upon returning to work from disability, employees will fill out any required forms, furnished by the employer, for proper recording of disability leave.

In order to qualify for disability benefits, an employee must report to the immediate supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at the earliest practicable time but no less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.

Employees absent for sickness in excess of three (3) consecutive work days who return to work but return to sickness leave status again within five (5) work days will immediately return to 75% of regular pay without any waiting period. Employees shall be eligible for an additional 26 weeks of coverage in the event the subsequent absence is for purposes unrelated to the initial absence.

An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment, which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work 60 days from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written physician's certificate stating the employee is medically able to return to work will terminate the disability benefits with pay.

Each employee claiming disability benefits is subject to check to verify the alleged sickness by a County representative as may be directed by the Human Resources Director or designee.

Employees will continue to receive health and welfare benefits while on disability leave at the level commensurate with their employment status prior to the disability leave. Employees will continue to accrue vacation benefits and receive holiday pay at the level commensurate with their employment status prior to the disability leave until the employee goes to the long-term disability plan.

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An employee shall endorse and turn over to the County all payments made to the employee for temporary disability under the Wisconsin Worker's Compensation Act. Nothing in this contract will disallow any employee any benefits under the Workers Compensation Act.

Employees may use banked sick days to supplement the above coverage and such days may be used while casual days are still available.

~~BANKED SICK LEAVE~~

~~Employees employed by Brown County before the date of the ratification of the 1999, 2000, 2001 agreement, shall have the option, on a one-time basis, to opt into the Casual Day/Disability Plan. When an employee exercises this option, that employee's sick leave accumulation, up to a maximum of 135 days, will be banked in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless there are vacation days earned but unused during the final three (3) years of their employment with Brown County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee, said employees' beneficiary will receive a payout equal to the sick leave balance in their account. The maximum payout for the death of an employee is 135 days.~~

~~All employees, employed before the ratification of the 1999, 2000 and 2001 agreement, upon reaching normal retirement or disability, shall be eligible to continue in the County's health insurance group plan until the age of sixty-five (65). The County shall pay all of the monthly premium payable, provided that the total amount expended for such insurance for each retired employee shall be limited to an amount equal to the value of any accumulated and unused sick pay not to exceed 135 days, effective January 1, 1988, standing to the credit of that employee as of that employee's date of retirement:~~

~~After the amount expended for any employees reaching the limit for such employee, the monthly premiums shall thereafter be paid by the employe~~

~~1. In the event that an employee, eligible under the sick leave provision and eligible for retirement under the provision of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.~~

~~2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.~~

~~3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.~~

~~4. This health insurance premium payment program for protective employees is mandatory for~~

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~~all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by Brown County.~~

~~5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with above policy.~~

~~Part-time employees shall receive disability benefits on a prorata hourly basis.~~

LONG-TERM DISABILITY

~~Brown~~ The County's long-term disability (LTD) plan provides for eligible employees, employees who work twenty (20) or more hours per week, to receive two-thirds (2/3) pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits and Worker's Compensation benefits.

1. Qualified employees who have been disabled for a period of 180 days in a rolling 12-month period will no longer be eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180-day elimination period.

   e.g. Bob goes off work on STD due to cancer on June 1, 1999. Bob returns to work on June 30, 1999. Bob goes off work due to the same or related cancer again on April 1, 2000 and remains off work until he reaches 180 days in a 12 month rolling period, which is September 30, 2000, 180 days from April 1, 2000.

   Tom goes off work on STD due to cancer on June 1, 1999. Tom returns to work on June 30, 1999. Tom again goes off on STD for the same or related illness on September 15, 1999. On February 13, 2000, Tom's STD benefit would expire.

   STD is intended to normally be utilized by an employee for up to 180 days. It is recognized that this is a benefit of indeterminate duration.

2. The Wisconsin Retirement System requires that the employer certify that all earnings including service and pay for vacation and sick leave, have been paid and that the employee is on a leave-of-absence and not expected to return to work or has been terminated because of a disability. Therefore, once it has been determined on the basis of a report from the employee's doctor that the employee is not reasonably expected to return to work, the employee will be terminated from the payroll and paid all appropriate accrued benefits. If the employee is expected to be able to return to work, the employee will be granted a leave-of-absence up to two years, but not to exceed his/her length of service with the County.

3. When the employee is able to return to work after being on LTD, the employee will be reinstated to an available position for which he/she is qualified. Such determination will be made by the employer on a case-by-case basis. While on LTD, the employee will continue to accrue seniority for job posting purposes only. Seniority for other purposes will be frozen at the beginning of the LTD leave and shall begin accruing upon the employee's return to work.

Employees are not eligible for this benefit unless they are enrolled in the Casual Day/Disability

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Plan.

Article 38~~9~~. DUTY INCURRED DISABILITY PAY

An employee injured in the line of duty shall receive full pay while disabled for a period of one hundred eighty (180) calendar days which may be extended by the Employer. Any compensation checks received for the County's insurance company shall be turned over to the County while the employee is on full pay status. The employee shall obtain a medical certificate to certify his disability and shall obtain medical permission to return to duty. Sick leave shall not be charged during the one hundred eighty (180) calendar days or extended period.

Article 39~~40~~. ~~LEAVES OF ABSENCE~~BEREAVEMENT/LEAVE OF ABSENCE

Employees shall have a five (5) working day leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, step-parents, step-children or guardian. A three (3) day leave of absence with pay shall be granted in the event of the death of grandchildren or grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the employee or his spouse. Said leave of absence shall be given and allowed from the date of the death through the immediate subsequent six days following said date of death. The purpose of allowing the leave of absence to extend from the date of death through the next six days is to provide for the contingency that the employee may be on his day or days off during the time that death occurs. This provision is subject to the approval of the division commander and the employee should be in the position to verify and show to the department head the immediate presence of a bereavement need. Consideration shall be given by the department heads for a one (1) day leave of absence with pay in the event the employee acts as a pallbearer.

The Employer, upon recommendation of the Sheriff, may grant leaves of absence with or without pay in excess of the limitations above for the purposes of attending extended courses of training at a recognized college or university and for other purposes that are deemed beneficial to the County.

Article 40~~41~~. MATERNITY LEAVE

A leave of absence will be granted by the Employer for pregnancy providing the request for such leave is made in writing. Only one leave of absence shall be required to cover the time lost because of pregnancy. Each employee who secures such a leave of absence for pregnancy, shall make herself available for return to work within sixty (60) days after childbirth, unless such employee presents a doctor's certificate of proof that she is unable to return to work because of her health. Employees returning to work after pregnancy or after being released by a doctor shall return to work with no loss of their seniority.

Any employee who does not return to work within sixty (60) days after childbirth or after being released from the doctor shall lose all accumulated seniority rights under this agreement and shall be considered as having quit.

Article 41~~42~~. MILITARY LEAVE

Personnel of the department who leave or have left the County service by the request of the Federal government to enter active service of the Armed Forces of the United States and return shall be entitled to their departmental seniority and the rate of pay and position they would have been entitled to had their service with the Brown County Sheriff's Department not been interrupted by service in the Armed Forces.

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All provisions of this section shall entirely comply with existing State and Federal laws.

Article 423. JURY DUTY

An employee may be granted a leave of absence with pay if called for jury duty. Any compensation derived from such duty shall be turned over to the County.

Article 434. TRADING OFF DAYS

Trading of off days shall be allowed under the following conditions:

1. Such shall not result in any member working more than eight (8) consecutive days.

2. It shall be the responsibility of the person regularly scheduled to work the day in question to make all of the scheduling arrangements.

3. The trade must be cleared in advance with the shift captain of the person regularly scheduled to work the day in question, and

4. In the event the person scheduled to work pursuant to a trade calls in sick, the sick leave shall be charged to the member regularly scheduled to work the day in question.

Article 445. LAYOFF

Whenever it becomes necessary to lay off employees in the bargaining unit, employees shall be laid off in inverse order to their bargaining unit seniority with the department provided the employee remaining on the job is qualified to perform the work. When openings occur, employees laid off shall be recalled in the order of their bargaining unit seniority with the department before new employees are hired.

Article 456. GRIEVANCE PROCEDURE

Both the bargaining unit and the County recognize that grievances and complaints should be settled promptly and at the earliest possible stage, and that the grievance process must be initiated within fifteen (15) days of the incident or of the receipt of the notice of discipline by the employee. Any grievance not reported or filed within fifteen (15) days shall be invalid.

Any difference of opinion or misunderstanding which may arise between the County and the bargaining unit shall be handled in the following manner:

1. The aggrieved employee shall present the grievance orally to his captain either alone or accompanied by a bargaining unit representative.

2. If the grievance is not settled at Step 1, it shall be reduced to writing and presented to the division head or their designee. Within ten (10) days (Saturdays, Sundays and holidays excluded) the division head or their designee shall furnish the bargaining unit and the employee with a written answer to the grievance.

3. If the grievance is not settled at Step 2, the grievance shall be presented in writing to the Sheriff. The Sheriff, within ten (10) days (Saturdays, Sundays and holidays excluded) shall

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hold an informal meeting with the aggrieved employee, Chief Deputy, and the appropriate bargaining unit representatives. If the grievance is not resolved to the satisfaction of all parties within ten (10) days (Saturdays, Sundays and holidays excluded), either party may proceed to Step 4.

4. The grievance shall be presented in writing to the Human Resources Director.

All other grievances relating to wages, hours and working conditions or any other matter under jurisdiction of the Sheriff shall be directed to the Sheriff and Human Resources Director. The Human Resources Director shall, within ten (10) days (Saturdays, Sundays and holidays excluded) hold an informal meeting with the aggrieved employee and the appropriate bargaining unit representatives. Within seven (7) days (Saturdays, Sundays and holidays excluded) after this meeting, the Human Resources Director will make a determination in writing and forward copies to the grievant and bargaining unit representative.

If the employee's grievance is not settled at Step 4 and if the grieved party desires arbitration, he must notify the Human Resources Director, in writing, of his intention to arbitrate the grievance; provided, however, that such written notice must be made within thirty (30) days after receipt of the decision of the Human Resources Director. If such notice for arbitration is not presented within the specified time period, then the grievance shall be deemed concluded at Step 4.

~~The parties shall each select three (3) arbitrators from the Wisconsin Employment Relations Commission staff. From these six (6) arbitrators, five (5) names will be drawn.~~ The parties shall request that the Wisconsin Employment Relations Commission provide the names of five (5) arbitrators. The parties shall then proceed to alternately strike names from that panel until the arbitrator is selected. The striking order shall be determined by a coin toss. The decision of the arbitrator will be final and binding on all parties except for judicial review. The cost of the arbitration will be borne equally by the County and the bargaining unit.

It is not the intention of the parties hereto to circumvent or contravene any County ordinance or State law. If there is any conflict or ambiguity insofar as any phrase, sentence or paragraph of this contract is concerned, then the ordinance or state law shall apply~~.~~ , unless the agreement provides a greater benefit than otherwise provided under the law.

Nothing herein shall limit any employee from his rights to a hearing pursuant to Wisconsin Statutes in case formal charges are being filed against him/her.

Article 4~~6~~7. DRUG TESTING
(See attached A~~a~~ddendum A).

Article 47. ALCOHOL TESTING

Alcohol testing of bargaining unit members who are on-duty may be conducted for any of the following reasons:

1. Based upon reasonable and articulable suspicion of impairment.

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2. When the bargaining unit member discharges a firearm during a use of force incident or at a human being.

3. When the bargaining unit member is involved in an auto accident in which a personal injury occurs.

Alcohol testing will be conducted by a certified breathalyzer (alcohol) technician at an approved occupational health facility. The bargaining unit member may request a second test, which would be of the employee's blood and done within close time of the breathalyzer test, at the county's expense. No bargaining unit member may consume alcohol while on duty without prior approval from the Sheriff or designee. Both parties understand that the consumption of alcohol by an on-duty bargaining unit member may be approved for investigative purposes. Any discipline resulting from a positive test of alcohol impairment, as well as the viability of the test, may be the subject of a grievance under this agreement.

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Article 48. AMENDMENT PROVISIONS

This agreement is subject to amendment, alteration or addition only by a subsequent written agreement between and executed by the County and the bargaining unit where mutually agreeable. The waiver of any breach, term or condition of this Agreement by either party shall not constitute a precedent in the future enforcement of all its terms and conditions.

Article 49. NO OTHER AGREEMENT

The Employer agrees not to enter into any other agreement, written or verbally, with the members of the Brown County Sheriff's Department individually or collectively which in any way conflicts with the provisions of this Agreement.

Article 50. SAVINGS CLAUSE

If any article or section of this Agreement or any addendums thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal, the remainder of this Agreement and addendums shall not be affected thereby, and the parties shall enter into immediate collective bargaining negotiation for the purpose of arriving at a mutually satisfactory replacement for such article or section.

Article 51. BARGAINING UNIT SENIORITY

Loss of bargaining unit seniority – An employee shall lose his/her bargaining unit seniority rights for the following reasons:

a) If he/she quits or resigns.
b) If he/she has been discharged.
c) If he/she retires on a voluntary or compulsory basis.
d) If he/she takes a promotional position outside of the bargaining unit.

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Supervisory personnel, (Lieutenant, Captain, Chief Deputy, Sheriff) who leave their supervisory capacity for any reason, whether demotion or voluntary quit, shall return to the rank of patrol officer and be treated as a new hire as of that date. For the purposes of this article, new hire status shall apply to bulletin signing, vacation signing and promotional eligibility. For the purposes of this article, new hire status shall not apply to wages, vacation accumulation, or sick leave accumulation. This article shall not affect leaves of absence for the purpose of promotion to Chief Deputy or Sheriff from the Non-Supervisory ranks.

Beginning January 1, 2001, any Patrol Officer or Sergeant promoted to a supervisory rank, (Lieutenant, Captain, Chief Deputy, Sheriff) during the one year following such a promotion, the supervisor shall be permitted to return to the bargaining unit to the rank of Patrol Officer without incurring any loss of continuous bargaining unit seniority. The returning Officer is eligible for testing for the rank of Sergeant if the officer qualifies. The returning officer would be placed in a position determined by management until the next bulletin signing.

Example: If a Sergeant takes a promotion and has ten years of unit seniority and decides to return after 364 days, he returns as a Patrol Officer with 10 years, 364 days bargaining unit seniority.

~~**Article 52. CHANGES IN THE TERMS OF AGREEMENT**~~

~~If either party desires to negotiate any changes in this Agreement to become effective after the end of the term of this Agreement or any extension thereof, they shall notify the other party in writing of its desire to enter into such negotiating prior to July 1st.~~

Article 52~~3~~. 10 HOUR SHIFT

Notwithstanding any other provisions in this agreement, the following agreement has been reached between ~~Brown~~ the County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Association~~bargaining unit.

This article shall change the current contract language between ~~Brown~~ the County and the ~~Brown County Sheriff's Department Non-Supervisory Labor Unit~~ bargaining unit for personnel assigned 10 hour shifts resulting in an 80 hour pay period.

This article currently applies to officers assigned to the Support Services Division and Investigate Division, Monday thru Friday employees.

I. Article 13. Hours – The normal schedule for officers working 10 hour shifts shall consist of four days on, one day off. The above results in an 80 hour pay period.

II. Article 14 Overtime – Employees working 10 hour shifts shall be compensated at the rate of one and one-half (1 ½) times their normal rate of pay for all hours worked outside of their normally scheduled hours or in excess of 10 hours in any working day, except as provided below.

III. Article 23. Salaries – Salaries shall be based on the current negotiated hourly rate of pay for a 5/2 employee multiplied by the annual hours worked.

IV. Article 30. Holidays – Holidays for Officers working 10 hour shifts shall be compensated 10 hours for each holiday.

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For purposes of equity: If a holiday/observed holiday falls on a scheduled day off (Monday - Friday) the person will receive premium pay for their scheduled hours/shift. At no time can a person receive double premium pay for the same hours.

V. Article 31. Personal Days – Personal Days for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on current contract language provision of 3 days and shall receive 30 hours in time.

VI. Article 32. Vacations – Vacations for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on years of service.

Example:

1-6 years of service	12 working days = 96 hrs. vac
7-12 years of service	18 working days = 144 hrs. vac
13-14 years of service	24 working days = 192 hrs. vac
15-16 years of service	25 working days = 200 hrs. vac
17 years of service	26 working days = 208 hrs. vac
18 years of service	27 working days = 216 hrs. vac
19 years of service	28 working days = 224 hrs. vac

VII. Article 38. Casual Days – Casual Days for Officers working 10 hour shifts shall be reflective of benefit hours calculated based on current contract language provision of 5 days and shall receive 50 hours in benefit.

Article 5~~3~~4. TERM~~S~~ OF AGREEMENT

This Agreement shall become effective January 1, ~~2015~~2017, and shall remain in full force and effect up to and including December 31, ~~2016~~2019, and shall renew itself for additional one year periods thereafter unless either party has notified the other party in writing that it desires to alter or amend this Agreement prior to the end of ~~at the end of~~ the contract period. The terms of this Agreement shall be from January to December 31 of each and every year. Provisions have been made to pay for the liability accruing under this contract.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the _____ day of

_____, ~~2016~~2017.

FOR ~~BROWN~~ THE COUNTY:

FOR ~~BROWN COUNTY SHERIFF'S NON-SUPERVISORY LABOR ASSOCIATION~~ THE BARGAINING UNIT:

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SANDRA JUNO DATE
COUNTY CLERK

JIM DAGNEAU DATE
PRESIDENT

TROY STRECKENBACH DATE
COUNTY EXECUTIVE

ZACHARY HOLSCHBACH DATE
VICE PRESIDENT

KATHRYN ROELLICH DATE
INTERIM HUMAN RESOURCES DIRECTOR

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DAVID HEMERY DATE
CORPORATION COUNSEL

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August 16, 2017

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

Ladies and Gentlemen:

RESOLUTION TO CONSENT TO EASEMENT ON THE DEVIL'S RIVER TRAIL

WHEREAS, Brown County ("County") is the holder of a Trail Management Easement interest regarding the Devil's River State Trail ("Trail"). Said easement interest affords the Brown County Parks Department ("Trail Manager") to construct, develop, maintain and operate the Trail; and

WHEREAS, in accordance with said Trail Management Easement, as well as other documents relating thereto, the County is required to consent to any additional easements/access permits granted by the Owner of the Trail, i.e., the Wisconsin Department of Natural Resources ("DNR"), including the Underground Sewerage System Main Easement ("New Easement"), attached hereto and incorporated herein by reference, provided that the Trail Manager, who has final authority over issues relating to the management of the trail corridor, is notified and consulted with in advance; and

WHEREAS, upon due notification to and consultation with the Trail Manager, the DNR, as Grantor, now desires to enter into the New Easement with the Village of Denmark Wastewater Utility, as Grantee, to allow Grantee to repair and replace a portion of sanitary sewer pipe along the Trail, in a manner more fully described therein; and

WHEREAS, pursuant to said New Easement, Grantee is required, among various other obligations and duties, to submit a construction plan for said New Easement to the Trail Manager, and Grantee may not perform repairs and replacement until written approval of said plan is received from the Trail Manager, and until all necessary permits, approvals, and licenses are obtained. In addition, Grantee must comply with all applicable federal, state, and local

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statutes, regulations, rules, and ordinances regarding exercising any and all rights granted by said New Easement.

NOW, THERFORE, BE IT RESOLVED that the Brown County Board of Supervisors hereby authorizes the Brown County Executive to execute the *Consent to Easement* portion of said New Easement (found on Page 8 of the attached Underground Sewerage System Main Easement), allowing for said New Easement to be granted by the DNR, Grantor, to Village of Denmark Wastewater Utility, Grantee.

Respectfully submitted,

EDUCATION & RECREATION
COMMITTEE

Approved By:

_____

TROY STRECKENBACH
COUNTY EXECUTIVE

Date Signed: _____

Authored by Parks Department

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution does not require an appropriation from the General Fund.

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BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
SIEBER	1				
DE WANE	2				
NICHOLSON	3				
HOYER	4				
GRUSZYNSKI	5				
LEFEBVRE	6				
ERICKSON	7				
ZIMA	8				
EVANS	9				
VANDER LEEST	10				
BUCKLEY	11				
LANDWEHR	12				
DANTINNE, JR	13				

SUPERVISORS	DIST. #	AYES	NAYS	ABSTAIN	EXCUSED
BRUSKY	14				
BALLARD	15				
KASTER	16				
VAN DYCK	17				
LINSSEN	18				
KNEISZEL	19				
CLANCY	20				
CAMPBELL	21				
MOYNIHAN, JR.	22				
BLOM	23				
SCHADEWALD	24				
LUND	25				
BECKER	26				

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

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PO BOX 23600
GREEN BAY WI 54305

MATTHEW M. KRIESE
ASSISTANT PARK DIRECTOR

PHONE (920) 448-4464 FAX (920)448-4054
E-MAIL KRIESE_MM@CO.BROWN.WI.US

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: 07/10/2017

REQUEST TO: Education & Recreation

MEETING DATE: July 27, 2017

REQUEST FROM: Matt Kriese

REQUEST TYPE: x New resolution ☐ Revision to resolution
☐ New ordinance ☐ Revision to ordinance

TITLE: **Resolution to Consent to Easement on the Devil's River Trail**

ISSUE/BACKGROUND INFORMATION:

The WDNR requires Brown County, as the holder of an easement interest on the Devil's River State Trail, to consent to any easements that they generate. This easement will not affect Brown County's interest in any way.

ACTION REQUESTED:

Approval

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. *Is there a fiscal impact?* ☐ *Yes* X *No*
   a. *If yes, what is the amount of the impact?$*_____
   b. *If part of a bigger project, what is the total amount of the project?* *$*_____
   c. *Is it currently budgeted?* ☐ *Yes* ☐ *No*
      1. *If yes, in which account?* _____
      2. *If no, how will the impact be funded?*
         _____

X COPY OF RESOLUTION OR ORDINANCE IS ATTACHED

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Document Number	Document Title

State of Wisconsin
Department of Natural Resources
Box 7921
Madison, WI 53707

UNDERGROUND SEWERAGE SYSTEM MAIN EASEMENT

Section 23.09(10), Wis. Stats.
Form 2200-15

Recording Area
Return: Department of Natural Resources
Bureau of Facilities & Land – LF 6
P.O. Box 7921
Madison, WI 53707-7921
Attn: William Peterson (CE 9625)

Parcel Identification Number (PIN):

VD-143-1

THIS EASEMENT is made by and between the State of Wisconsin, Department of Natural Resources, (hereinafter referred to as "Grantor") and the Village of Denmark Wastewater Utility, a Wisconsin municipal corporation (hereinafter referred to as "Grantee").

RECITALS

WHEREAS, the Grantor is the owner of the former Wisconsin Central Ltd. Railroad corridor known formally as the "Devils River State Trail" (hereinafter referred to as "Trail") on the real property located in Brown County, Wisconsin;

WHEREAS, the Grantee desires to repair and replace a portion of sanitary sewer pipe which was placed in the former railroad right of way at the time Wisconsin Central Ltd had ownership of said railroad corridor. Grantor acknowledges sanitary sewer system within Trail right-of-way;

WHEREAS, Grantee desires an easement to repair and replace the aforementioned sewer main which will require the use of shallow sewer construction equipment, small to medium size backhoe, quad axle trucks, small compacting equipment, and other equipment to excavate the trench for the 36" diameter polystyrene insulated PVC pipe installation and backfilling and compaction, under, across and through the following described lands of the Grantor located in Brown County, Wisconsin (hereinafter referred to as the "Easement Area" and which is further identified in attached Exhibit A):

Town 22 North, Range 22 East, Village of Denmark, Brown County, Wisconsin:
Section 28: Part of the NE 1/4 of the SE 1/4 described as follows:

Commencing at a point where the westerly right of way Devil's River State Trail intersects with the southerly right of way Main Street (CTH KB); thence N83°11'07"E, 22.23 feet along said southerly right of way to the point of beginning; thence continuing along said southerly right of way N83°11'07"E, 25.06 feet; thence S02°44'25"E, 281.24 feet; thence S76°50'47"W, 18.45 feet to said westerly right of way; thence following along said westerly right of way 81.01 feet along the arc of a 5585.72 foot radius curve to the right whose chord bears N07°36'08"W, 81.01 feet; thence continuing along said westerly right of way, N02°44'23"W, 202.23 feet to the point of beginning.

Containing 6,778 square feet more or less.

NOW, THEREFORE, for and in valuable consideration, the Grantor hereby conveys to the Grantee a non-exclusive easement to construct, maintain, inspect, operate and repair the sewer main as described, under, across and through the Trail.

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It is understood by the Grantor and the Grantee that this non-exclusive easement is subject to the following conditions:

1. The parties hereto confirm and agree that the recitals set forth above are true and correct and incorporate the same herein for all purposes.

2. Brown County is the owner and holder of a Trail Management Easement on the Trail for the construction, development, maintenance and operation of the Trail by the Brown County Parks Department (hereinafter referred to as the "Trail Manager").

3. The Grantor grants and conveys to Grantee a non-exclusive Easement for the installation, construction, operation and maintenance of 36" diameter Polystyrene Insulated PVC sanitary sewer pipes, which is to installed at the current location and connect to the utility's existing sanitary sewer system and existing manholes. Any additional lines or structures, or line upgrades will require written approval of the Grantor and may require the Grantee to re-apply for a new, separate Easement as determined by the Grantor.

4. Sewer replacement will be open cut trench construction with crushed stone as pipe bedding and native material will be used for trench backfill.

~~5. The easement shall be non-exclusive and the Grantor may use the above described premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.~~

~~6.~~5. The easement shall be non-exclusive and the Grantor may use the above described premises and shall have the right to lease or convey other easements to one or more other person(s), company(ies) or other entity(ies); provided that any such subsequent use, lease or conveyance shall not interfere with the Grantee's rights.

~~7.~~6. The Grantee may cut, trim and remove any brush, logs, stumps or branches which by reason of their proximity may endanger or interfere with the said sewer main installation or the operation thereof. The Grantee will mark any trees slated for removal and these trees may not be removed until approval is received from the Trail Manager. All trees having a commercial value, including firewood, shall be cut in standard lengths and piled conveniently by the Grantee, for disposal, by sale or otherwise, by the Grantor. All stumps, slash and other debris resulting from the clearing of the sewer main right-of-way shall be disposed of by the Grantee in a manner acceptable to the Grantor.

~~8.~~7. Use of pesticides and herbicides shall only be allowed with the prior written approval of the Grantor which shall not be unreasonably withheld, delayed or denied. Any pesticides or herbicides used as part of a management plan must conform to the Forest Stewardship Council list found at https://ic.fsc.org/en/our-impact/program-areas/forest-program/pesticides. Grantee shall report to the Grantor (i.e. property manager and DNR Pesticide Use team), at least annually, the chemicals that are applied on the Premises including the date, product trade name, active ingredient(s) and corresponding CAS number(s), purpose, rate, location with a map, total area treated, and total amount of chemical used.

~~9.~~8. Relating to installation, operation, and maintenance work within the Easement Area, work shall be completed as follows:

a. Other than as otherwise permitted herein, the Trail should remain open for public use at all times. Any closure must be coordinated with the Grantor's Trail Manager. Any Trail

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closure of more than one day may be done only with written permission of the Grantor's Trail Manager.

b. Warning signs and lights shall be placed informing public users of any construction work or as otherwise directed by the Grantor's Trail Manager.

c. All excavated open holes must be adequately marked at all times by the Grantee and warning signs must be placed and maintained by Grantee a safe distance ahead of the holes in both directions.

d. All excavated holes shall be filled in and made level with the original grade by the Grantee prior to project activity completion.

e. Insofar as is practicable and when the Grantor requests other than during the initial construction or due to an emergency situation, the Grantee shall schedule any construction work in an area used for recreational purposes at times when the ground is frozen in order to prevent or reduce soil compaction. All work will be conducted to minimize soil disturbance. All rutting will be repaired and the Easement Area restored as promptly as possible by the Grantee following its work. If soils are not frozen or stable to a point that avoids rutting, timber mats, mud tracks, or equivalent must be utilized to access construction, installation, or maintenance locations.

f. Any and all ground settling or access way damage caused by the exercise of the Grantee rights within a two year period from the date of installation or any maintenance is the sole responsibility of the Grantee and must be restored or repaired to pre-construction or better conditions using the same type and quality materials as approved by the Grantor's Trail Manager. Upon failure to perform by the Grantee and within twenty days of notification by the Grantor's Trail Manager of needed repairs or restoration, repairs or restoration may be contracted by the Grantor's Trail Manager and the Grantee shall be liable for all costs associated with such repairs and/or restoration.

g. Grantee shall not park or store any vehicles or equipment on the Trail at any time unless authorized in advanced writing by Grantor or Grantor's Trail Manager.

~~10.~~9. The Grantee shall maintain the Easement Area in a decent, sanitary and safe condition during construction repair and maintenance, and at no time shall the Grantee allow its installation to cause a hazard or unsafe condition.

~~11.~~10. The Grantee is responsible for the location of any existing utility lines located within the Easement Area and for any and all damages, costs or liabilities that result from any damages to these existing lines caused by the Grantee.

~~12.~~11. All signage placed by the Grantee for purposes of project activities shall have prior approval from the Grantor, which approval shall not be unreasonably withheld, delayed or denied, except the Grantee may install sewer line markers in locations described hereinabove without prior approval of Grantor but with the prior notification of the Grantor and in accordance with standard utility practice.

~~13.~~12. The Grantee shall contact the Grantor's Trail Manager at least seven calendar days prior to commencing any construction and prior to maintenance work occurring after the initial installation.

~~14.~~13. The title to the Easement Area shall automatically revert to and revest in the Grantor without reentry upon the abandonment of the use of the same for the sewer main purposes or upon non-use of the same for a period of 2 years.

~~15.~~14. The Grantee assumes and agrees to protect, indemnify and save harmless the Grantor, agents, officers and employees from and against any and all claims, demands, suits, liability and expense by reason of loss or

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damage to any property or bodily injury including death, arising directly or indirectly:

a. Out of the construction, installation, maintenance, operation, existence, use and repair of the sewer main;
b. Out of any defect in the sewer main failure thereof;
c. Out of any act or omission of the Grantee, its agents or employees while on or about the easement area or any of Grantor's adjoining lands.
d. Out of the Grantee's exercise of any and all rights, duties and responsibilities granted by this Easement.
e. Out of any defect or insufficiency of title or authority of the Grantor to convey this Easement.

~~16.~~15. Grantee does not warrant that title to the Easement Area is free and clear of all encumbrances or that it has sole ownership or that it will defend the Grantee in its peaceful use and occupancy of the same.

~~17.~~16. Conveyance of this easement is encumbered by federal or state railroad interest and subject to future restoration and reconstruction of the right-of-way for rail purposes consistent with Section 208 of the National Trails System Act Amendment of 1983, Publ. L. No. 98-11 (16 U.S.C. 1247(d)) or Wis. Stat. s. 85.09, including possible termination of this easement, and subject to reservations, exceptions and leases, agreements and permits authorized by the former railroad company or the Grantor prior to the execution of this easement. Grantor shall provide written notice of the necessity for the reestablishment of railroad, which may result in the termination of this easement upon the discretion of the railroad. Grantee shall not materially change the grade or topography of the Easement Area. Grantee accepts the financial responsibility to move or modify its facilities and equipment should the Premises be subject to reversion to transportation use under the above-cited laws.

~~18.~~17. The Grantee is self-insured to $3,000,000. A certificate to that effect shall be provided upon request.

~~19.~~18. All notices or other writings this Easement requires to be given, or which may be given, to either party by the other shall be deemed to have been fully given when made in writing and deposited in the United States mail, prepaid and addressed as follows:

a. To the Grantor: Department of Natural Resources NER Trail Coordinator, 2984 Shawano Ave, Green Bay WI, 54313. Phone Number: 920-662-5138.
b. To the Grantee: Village President, Village of Denmark, 118 E. Main Street, Denmark, WI 54208. Phone number: (920) 863-6400.
c. To the Trail Manager: Brown County Parks, ~~1150 Bellevue Street, Room 151~~2024 Lakeview Drive, Green Bay, WI 5417~~302~~. Phone number (920) 448-6242.
d. The address to which any notice, demand, or other writing may be given, made or sent to any party as above provided may be changed by written notice given by such party as above provided.

~~20.~~19. The Grantor retains full authority to manage and construct any Trail facilities within the Easement Area, including but not limited to changes in the Trail surface (e.g. asphalt impervious surfaces).

~~21.~~20. The Grantor retains management, supervision and control over the Premises for the purpose of enforcing Chapter NR 45, Wisconsin Administrative Code and pertinent state laws, when needed to protect the Premises or the general public.

~~22.~~21. Grantee shall make every effort possible to accommodate property users and protect them from any hazards during the construction process.

~~23.~~22. The Grantee shall comply with all applicable federal, state and local laws and regulations in exercising

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any and all rights granted herein.

~~24.~~23. This Easement shall be construed and enforced in accordance with the internal laws of the State of Wisconsin.

~~25.~~24. This Easement sets forth the entire understanding of the parties and may not be changed except by a written document executed and acknowledged by all parties to this Easement and duly recorded in the office of the Register of Deeds of Dane County, Wisconsin.

~~26.~~25. If any term or condition of this Easement shall be deemed invalid or unenforceable, the remainder of this Easement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.

~~27.~~26. Enforcement of this Easement may be by proceedings at law or in equity against any person or persons violating or attempting or threatening to violate any term or condition in this Easement, either to restrain or prevent the violation or to obtain any other relief. If a suit is brought to enforce this Easement, the prevailing party shall be entitled to recover its costs, including reasonable attorney fees, from the non-prevailing party.

~~28.~~27. All of the terms and conditions in this Easement, including the benefits and burdens, shall run with the land and shall be binding upon, inure to the benefit of, and be enforceable by the Grantor and the Grantee and their respective successors and assigns.

END OF CONDITIONS

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IN WITNESS WHEREOF, the Grantor has caused this easement to be executed on its behalf this ____ day _____, 2017.

State of Wisconsin
Department of Natural Resources
For the Secretary

By _____ (SEAL)
Terry H. Bay
Bureau Director, Facilities and Lands

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2017, the above named Terry H. Bay, State of Wisconsin Department of Natural Resources, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of said Department of Natural Resources.

_____
* Aubrey Johnson
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

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IN WITNESS WHEREOF, the Grantee has accepted the terms and conditions of this easement on its behalf this ____ day _____, 2017.

Village of Denmark

By _____ (SEAL)
Gregory Mleziva, Village President

State of Wisconsin)
) ss.
County of Dane)

Personally came before me this _____ day of _____, 2017, the above named Gregory Mleziva, Village President, to me known to be the person who executed the foregoing instrument and acknowledged that he executed and delivered the same as for the act and deed of the Madison Metropolitan Sewerage District.

_____
*
Notary Public, State of Wisconsin
My Commission (expires)(is) _____.

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CONSENT TO EASEMENT

IN WITNESS WHEREOF, BROWN COUNTY, c/o Troy Streckenbach, County Executive, Northern Building, 305 E. Walnut St., Room 120, Green Bay, WI 54301, being the holder of an easement interest which is for the construction, operation and management of the Mountain Bay State Trail by virtue of said Easement between the State of Wisconsin Department of Natural Resources and Brown County as Document No. 2318274 recorded on September 24, 2004 and Document No. 2329758 recorded on August 9, 2007 in Brown County Records against said Premises, does hereby acknowledge, join in and consent to this access permit on this _____ day of _____ _____, 2017.

_____ (SEAL)
Troy Streckenbach
Brown County Executive

State of Wisconsin)
) ss.
Brown County)

Personally appeared before me this _____ day of _____ 2017, the above named Troy Streckenbach, County Executive to me known to be the person who executed the foregoing instrument and acknowledged the same in the capacity therein stated and for the purpose therein contained.

_____
*
Notary Public, State of Wisconsin
My commission (expires) (is) _____

This instrument drafted by:
State of Wisconsin
Department of Natural Resources

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EXHIBIT "A"
LOCATION OF EASEMENT AREA

11e

August 16, 2017

AN ORDINANCE AMENDING SUBSECTION 2.13(3) OF SECTION 2.13 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "MEETINGS, AGENDAS"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Subsection 2.13(3) of Section 2.13 of Chapter 2 of the Brown County Code of Ordinances is hereby amended as follows:

(3) The Chairman shall call the session of the County Board to order at the usual time or at the hour to which the Board stands adjourned. The business in order shall be:

1. Call to order.
2. Invocation.
3. Pledge of Allegiance to the flag.
4. Opening Roll call.
5. Adoption of agenda.
6. Comments from the Public:
   a. State name and address for the record.
   b. Comments will be limited to five minutes.
   c. The Board's role is to listen to public comments, and not to ask questions, discuss nor take action regarding public comments.

~~6.~~ 7. Adoption of the minutes of the previous meeting.
~~7.~~ 8. Announcements by Supervisors.
~~8.~~ 9. Presentation of petitions, communications, etc. for consideration.
~~9.~~ 10. Appointments by County Board Chair and County Executive.
~~10.~~ 11. Reports of the Board Chair and County Executive.
~~11.~~ 12. ~~Committee Reports.~~ Reports Other Than Standing Committee Reports.
~~12.~~ 13. ~~Other reports.~~ Standing Committee Reports.
~~13.~~ 14. Presentation and consideration of Resolutions and Ordinances from the County Board standing committees in alphabetical order.
~~14.~~ 15. ~~Such other matters as are authorized by law.~~ Closed session when necessary upon advice of Corporation Counsel.
~~15.~~ 16. ~~Presentation of bills over $5,000.00.~~ Such other matters as are authorized by law.
~~16.~~ 17. ~~Roll Call.~~ Presentation of bills over $5,000.00.
~~17.~~ 18. ~~Closed session when necessary upon advice of Corporation Counsel.~~ Closing Roll Call.
~~18.~~ 19. Adjournment.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,

_____

EXECUTIVE COMMITTEE

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Approved By:

_____
COUNTY EXECUTIVE (Date)

_____
COUNTY CLERK (Date)

_____
COUNTY BOARD CHAIR (Date)

Authored by: Corporation Counsel at Request of County Board Chairperson

Final Draft: Reviewed, Edited and Approved by Corporation Counsel

Fiscal Impact: This amended ordinance change does not require an appropriation from the General Fund.

BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

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BOARD OF SUPERVISORS

Brown County

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

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: August 1, 2017
REQUEST TO: Executive Committee
MEETING DATE: August 7, 2017
REQUEST FROM: Patrick W. Moynihan, Jr.
County Board Chairperson

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance X Revision to ordinance

TITLE: AN ORDINANCE AMENDING SUBSECTION 2.13(3) OF SECTION 2.13 OF CHAPTER 2 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "MEETINGS, AGENDAS"

ISSUE/BACKGROUND INFORMATION:
Amendments are necessary so that the County Ordinance reflects the current County Board practice regarding Meetings and Agendas.

ACTION REQUESTED:
Approval of requested amendments.

FISCAL IMPACT:
NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☐ Yes X No
   a. If yes, what is the amount of the impact? $_____
   b. If part of a bigger project, what is the total amount of the project? $_____
   c. Is it currently budgeted? ☐ Yes ☐ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? _____

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

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August 16, 2017

AN ORDINANCE TO AMEND SECTION 25.09 OF CHAPTER 25 OF THE BROWN COUNTY CODE OF ORDINANCES ENTITLED "CONVEYORS OF PUBLIC TRANSPORTATION"

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 – Section 25.09 of Chapter 25 of the Brown County Code of Ordinances, entitled "CONVEYORS OF PUBLIC TRANSPORTATION," is hereby amended by being stricken in its entirety and by being replaced in its entirety with the following language:

25.09 CONVEYORS OF PUBLIC TRANSPORTATION.

(1) Definitions. Terms used in this section, unless the context otherwise requires, have the following meaning:

(a) Baggage Carrier - Any person operating a vehicle which transports airline passenger baggage for hire.

(b) Courtesy Vehicle - Means any motor vehicle operated or contracted for by a hotel, motel, or any other establishment for the complimentary transportation of its patrons or prospective patrons to and from the Airport premises. Courtesy Vehicles must be operated as an incident to the business of the company providing the complimentary transportation. Courtesy Vehicles must be owned and operated by or contracted for by the specific company transporting its patrons, without cost to its patrons, and must be clearly identified with the company name painted on both exterior sides of the vehicle.

(c) Freight Carrier - Any person operating a vehicle which transports commodities, for hire.

(d) Mail Carrier - Any person operating a vehicle which transports U.S. Airmail, under contract with the U.S. Postal Service.

(e) Taxicab - a motor vehicle regularly engaged in the business of carrying passengers for hire and not operated on a fixed route or published schedule but not operated as a "TNC Vehicle" (see subparagraph (p), below).

(f) Taxicab Company - An individual or entity that owns one or more Taxicabs.

(g) Taxicab Driver - An individual who operates a Taxicab.

(h) Limousine Company - an individual or entity that owns one or more limousines.

(i) Limousine - As defined in § 77.995 of the Wisconsin Statutes.

(j) Limousine Driver - An individual who operates a limousine.

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(k) Vehicle - Every device in, upon, or by which any person or property is or may be transported or drawn upon a public highway.

(l) Terminal building - That building located at 2077 Airport Drive, at Green Bay Austin Straubel International Airport which is used by passengers enplaning and deplaning aircraft.

(m) Transportation Network Company (TNC) - As defined in § 440.40(6) of the Wisconsin Statutes.

(n) Transportation Network Services - As defined in § 440.40(7) of the Wisconsin Statutes.

(o) Trip – each instance in which (i) a Participating Driver affiliated with a TNC exits the Airport Geo-Fence with a passenger arranged through that TNC's digital network, or (ii) a Taxicab affiliated with a Taxicab Company exits the Airport with a passenger that was picked up at the Airport.

(p) TNC Vehicles - Any vehicle used by a Participating Driver while providing TNC Services.

(q) Participating Driver - As defined in § 440.40(3) of the Wisconsin Statutes.

(r) Shuttle Company - an individual or entity operating for hire on a pre-reserved basis, a Shuttle Vehicle, from the Airport and who has and shall keep in full force and effect, a Certificate of Common Carrier issued by the State of Wisconsin.

(s) Shuttle Vehicle - a van or similar vehicle regularly engaged in the business of carrying passengers for hire, having a maximum seating capacity of twenty-two (22) persons behind the driver but not operated as a Taxicab, Limousine, nor a TNC Vehicle (see subparagraphs (e), (i), and (p), above).

(t) Shuttle Driver - an individual who operates a Shuttle Vehicle.

(u) Commercial Ground Transportation - Any person or entity that provides transportation services including, but not limited to, the activities defined in subsections (a), (b), (c), (d), (e), (f), (g), (h), (i), (j), (m), (n), (p), (q), (r), (s), and (t), above.

(2) Purpose/Applicability. The purpose of this Section 25.09 is to regulate all companies and persons engaged in commercial ground transportation activities at Green Bay Austin Straubel International Airport (Airport) and all such companies and persons shall comply with the rules and regulations contained in this Section 25.09 or as established from time to time by the Airport Director, such rules and regulations to be consistent with this Section 25.09. For the purpose of this Section 25.09, an owner or operator of a vehicle is not "engaged in commercial ground transportation activities" if the owner or operator solely drops off a passenger and, after dropping off the passenger, immediately leaves Airport property without accepting another fare. Provided that with respect to TNCs, TNC Vehicles, and Participating Drivers operating at the Airport, only subsections (8), (9), (10), (11), (12), (13),(25), (26), (27), (28), and (29) shall apply thereto.

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(3) Taxicab Driver, Limousine Driver, Shuttle Driver - Requirements. If a Permit is required under subsection (5), (14), or (18), then before a Taxicab Company, Limousine Company, or Shuttle Company allows an individual to be a Taxicab Driver, Limousine Driver, or Shuttle Driver for the company, the company shall do all of the following:

(a) Require the individual to submit an application to the company that includes at least all of the following:

(i) The individual's full legal name, address, and age.

(ii) A copy of the individual's driver's license.

(iii) The individual's driving history.

(b) Conduct, or have a third party conduct, a local and national criminal background check for the individual that includes all of the following:

(i) A multi-state and multi-jurisdictional criminal records locator or other similar commercial nationwide data base with validation.

(ii) A National Sex Offender Registry data base.

(c) Obtain and review a driving history research report for the individual.

(4) Who May Not be a Taxicab Driver, Limousine Driver, or Shuttle Driver. If a Permit is required under subsection (5), (14), or (18), then a Taxicab Company, Limousine Company, or Shuttle Company shall not allow any of the following individuals to be a Taxicab Driver, Limousine Driver, or Shuttle Driver for the company:

(a) An individual who has had more than three (3) moving violations, as defined in § 343.01(2)(cg), Wis. Stats., in the past three (3) years, or one (1) conviction in the past three (3) years for an offense listed under § 351.02(1)(a), Wis. Stats.

(b) An individual who, in the last seven (7) years, committed an offense that resulted in a suspension, revocation, or other conviction counted under § 343.307(1), Wis. Stats., or was convicted of a sex offense, as defined in § 301.45(1d)(b), Wis. Stats., or of any crime involving fraud, theft, damage to property, violence, acts of terror, or the use of a motor vehicle in the commission of a felony.

(c) An individual whose information is contained in the Sex Offender Registry under § 301.45, Wis. Stats., or on the National Sex Offender Public Website.

(d) An individual who does not possess a valid driver's license.

(e) An individual who is not at least 19 years of age.

(5) Taxicab Company Permit. No Taxicab Company shall engage in commercial ground transportation activity at the Airport without a permit; a Taxicab is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after

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dropping off the passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refunds for Permittees who cease operations during the Permit year whether voluntarily or through revocation or suspension of the Permit nor if a given Taxicab is no longer owned or operated during the Permit year. Each Taxicab Company must have its own permit even if a given person or persons owns more than one Taxicab Company. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

(a) To promote safe, orderly, and efficient ground transportation operation at the Airport, to allow for periodic vehicle inspections, reduce congestion and to promote adequate business for Taxicab Companies and Taxicab Drivers, the number of Permits may be limited to such number as the Airport Director determines. If the number of Permits is so limited, the Airport Director shall establish a method for application (e.g., request for proposals) that is uniform for all applicants.

(b) At the time of issuance of a Permit to a Taxicab Company, the Taxicab Company shall execute a "Permit" by and between the Taxicab Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Taxicab Companies.

(c) The Permittee shall abide by applicable laws of the United States and all applicable Statutes, codes, ordinance, rules and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Permittee's vehicles on the Airport and the conduct of its operations on Airport property.

(d) All Taxicabs operated by a Taxicab Company shall be permanently marked in letters of sufficient size so that they may be clearly distinguished from both sides of the vehicle from a distance of at least 50 feet, describing the vehicle as a Taxicab and the Taxicab Company that owns or operates that Taxicab. ~~The fares charged by the Taxicab Company, which shall include the base fare and any and all surcharges or other amount that the passenger will be required to pay, shall be clearly displayed on both sides of the vehicle. The means or method of display shall be subject to approval by the Airport Director or his/her designee.~~

(e) The Taxicab Company shall furnish satisfactory evidence to Brown County that it carries insurance with a company approved by the County Risk Manager, and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.

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(f) A Taxicab Company shall not operate a Taxicab at the Airport unless such Taxicab Company and Taxicab have received a license or permit as a Taxicab Company or Taxicab from a city, village, or town consistent with § 349.24, Wis. Stats., and unless such license or permit remains in full force and effect.

(g) If a Taxicab Company is organized as a corporation or limited liability company, at the time of application and throughout the term of the Permit, the Taxicab Company must be in good standing with the Wisconsin Department of Financial Institutions.

(6) Taxicab Company Fees. For the year commencing March 1, 2017, each Taxicab Company for which a Permit is required under subsection (5) shall pay an annual Permit fee of $2,000.00 per year or $200.00 per Taxicab it operates at the Airport, whichever is less. If a Permit has been issued to a Taxicab Company and the foregoing fee paid and the fee paid was less than $2,000.00, and thereafter the Taxicab Company desires to operate additional Taxicabs at the Airport, then prior to such operation, the Taxicab Company shall pay a fee of $200.00 and upon payment of such fee, a decal shall be issued for that Taxicab as provided in subsection (7). For succeeding years, the fees under this subjection (6) shall be as established in the County's annual budget.

(7) Permit/Decal Display. Upon compliance with the requirements of this ordinance regarding issuance of Permits including, but not limited to, execution of the required Permit and payment of the required fees, decals shall be issued to the Taxicab Company (the "Taxicab Company Decal"). A Taxicab Company Decal shall be issued for each taxicab for which the fee was paid under subsection (6). The Taxicab Company Decal shall be mounted on the lower left-hand corner of the windshield of the taxicab for which it was issued; the left corner being on the driver's left when seated behind the wheel. The Taxicab Company Decal shall only be displayed on the Taxicab Company taxicab for which it was issued; the Taxicab Company Decal shall not be transferred or displayed on any other Taxicab Company taxicab; provided that if a Taxicab Company Decal has been issued for a given Taxicab and that Taxicab is removed from service and no longer used as a Taxicab (a "Decommissioned Taxicab") and the Taxicab Company replaces the Decommissioned Taxicab with a different Taxicab (the "Replacement Taxicab"), then upon application to the Airport Director and surrender of the Taxicab Company Decal issued for the Decommissioned Taxicab, a Taxicab Company Decal shall be issued for the Replacement Taxicab without payment of an additional fee. The Airport Director may, in his/her discretion, waive the issuance and display of the decal referred to in this subsection.

(8) Transportation Network Company (TNC) Permit. No TNC shall engage in commercial ground transportation activities at the Airport unless it is licensed under § 440.40, *et seq.*, Wisconsin Statutes, has been issued the Permit required under this Code Section 25.09, and has signed the required Permit; a TNC is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off the passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one-year period, commencing March 1 of each year through the last day of February of the succeeding year. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refunds for Permittees who cease operations during the Permit year whether voluntarily or through revocation or suspension of the Permit nor if a given TNC Vehicle is no longer operated

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by the Participating Driver during the Permit Year. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

(a) At the time of issuance of a Permit to a TNC, the TNC shall execute a "Permit" by and between the TNC and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all TNCs.

(b) The TNC shall abide by applicable laws of the United States and all applicable Statutes, codes, ordinances, rules and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of TNC Vehicles on the Airport and the conduct of its operations on Airport property.

(c) All TNC Vehicles shall post or display signage or trade-dress displaying TNC's name and/or logo so that the TNC through whom the TNC Vehicle is being operated is easily identifiable. No TNC Vehicle shall display any other signage such as advertising.

(d) The TNC shall furnish satisfactory evidence to Brown County that it and its Participating Drivers carry insurance for the type and in the minimum amounts of coverage protecting the County against liability as established in § 440.48, Wisconsin Statutes, and as said Statute may be amended from time to time.

(9) TNC Permit Fee. For the year commencing March 1, 2017, each TNC engaged in commercial ground transportation business at the Airport shall pay an annual Permit fee of $2,000.00 per year or $200.00 per TNC Vehicle it operates at the Airport, whichever is less. If a Permit has been issued to a TNC and the foregoing fee paid and the fee paid was less than $2,000.00, and thereafter the TNC desires to operate additional TNC Vehicles at the Airport, then prior to such operation, the TNC shall pay a fee of $200.00 and upon payment of such fee, a decal shall be issued for that TNC Vehicle as provided subsection (10). For succeeding years, the fees under this subsection (9) shall be as established in the County's annual budget.

(10) Permit/Decal Display. Upon compliance with the requirements of this ordinance regarding issuance of Permits including, but not limited to, execution of the required Permit and payment of the required fees, decals shall be issued to the TNC (the "TNC Decal"). A TNC Decal shall be issued for each TNC Vehicle for which the fee was paid under subsection (9). The TNC Decal shall be mounted on the lower left-hand corner of the windshield of the TNC Vehicle for which it was issued; the left corner being on the driver's left when seated behind the wheel. The TNC Decal shall only be displayed on the TNC Vehicle for which it was issued; the TNC Decal shall not be transferred or displayed on any other TNC Vehicle; provided that if a TNC Decal has been issued for a given TNC Vehicle and that TNC Vehicle is removed from service and no longer used as a TNC Vehicle (a "Decommissioned TNC Vehicle") and the TNC replaces the Decommissioned TNC Vehicle with a different TNC Vehicle (the "Replacement TNC Vehicle"), then upon application to the Airport Director and surrender of the TNC Decal issued for the Decommissioned TNC Vehicle, a TNC Decal shall be issued for the Replacement TNC Vehicle without payment of an additional fee. The Airport Director may, in his/her discretion, waive the issuance and display of the decal referred to in this subsection.

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(11) Geo-Fence. The TNC shall demonstrate to the Airport Director that the TNC has established a Geo-Fence to manage its business at the Airport and shall notify affiliated Participating Drivers of the establishment of said Geo-Fence. The Geo-Fence shall be comprised of one or more polygons whose points are geographic coordinates, the same to be subject to the approval by the Airport Director or his/her designee.

(12) Participating Driver Information. Each Participating Driver will maintain information on his or her smartphone or other device while using the TNC's digital network that will be used in lieu of a tangible Airport decal or placard. This information will allow the Airport to confirm the following information for any Participating Driver or Vehicle using the TNC's digital network while on Airport grounds:

(a) Driver identity and color photo;
(b) Vehicle make, model;
(c) License plate number;
(d) Certificates of insurance; and
(e) The electronic equivalent of a waybill.

(13) Trip Reporting. The Airport Director, or his/her designee, may from time to time establish a "reporting period," e.g., monthly, quarterly, semi-annually, or annually. If the Airport Director or his/her designee establishes a reporting period, the Airport shall notify the TNCs and/or Taxicab Companies and thereafter, and until further notice from the Airport, the notified TNC or Taxicab Company shall within thirty (30) days after the end of a reporting period, submit an operations report to the Airport for the previous reporting period. The report shall be in an agreed upon electronic or paper format and shall contain the total number of Trips for the reporting period. All information submitted in a report shall be accurate.

(14) Limousine Company Permit. No Limousine Company shall engage in commercial ground transportation activities at the Airport without a Permit; a Limousine is not engaged in commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off a passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. Limousines must operate on a pre-reserved (reservation) basis only; on demand service is prohibited. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refund for Permittees who cease operations during the Permit year either voluntarily or through revocation or suspension of the Permit, nor if a given Limousine is no longer operated by the Limousine Company during the Permit Year. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

(a) At the time of issuance of a Permit to a Limousine Company, the Limousine Company shall execute a "Permit" by and between the Limousine Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Limousine Companies.

(b) The Limousine Company shall abide by applicable laws of the United States and all applicable statutes, codes, ordinances, rules, and regulations of the State of Wisconsin, Brown

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County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Limousines on the Airport and the conduct of its operations on Airport property.

(c) All Limousines shall post or display signage or trade-dress displaying the Limousine Company's name and/or logo so that the Limousine Company through whom the Limousine is being operated is easily identifiable. No Limousine shall display any other signage such as advertising.

(d) The Limousine Company shall furnish satisfactory evidence to Brown County that it carries insurance with a company approved by the County Risk Manager, and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.

(15) Limousine Company Fees. For the year commencing March 1, 2017, each Limousine Company for which a Permit is required under subsection (14), shall pay an annual Permit Fee of $2,000.00 per year or $200.00 per Limousine it operates at the Airport, whichever is less. If a Permit has been issued to a Limousine Company and the foregoing fee paid and the fee paid was less than $2,000.00, and thereafter the Limousine Company desires to operate additional Limousines at the Airport, then prior to such operation, the Limousine Company shall pay a fee of $200.00 and upon payment of such fee, a decal shall be issued for that Limousine as provided subsection (16). For succeeding years, the fees under this subparagraph (15) shall be as established in the County's annual budget.

(16) Limousines-Permit/Decal Display. Upon compliance with the requirements of this ordinance regarding issuance of Permits including, but not limited to, execution of the required Permit and payment of the required fees, decals shall be issued to the Limousine Company (the "Limousine Company Decal"). A Limousine Company Decal shall be issued for each Limousine for which the fee was paid under paragraph (15). The Limousine Company Decal shall be mounted on the lower left-hand corner of the windshield of the Limousine for which it was issued; the left corner being on the driver's left when seated behind the wheel. The Limousine Company Decal shall not be transferred to any other Limousine and may only be displayed on the Limousine for which it was issued; provided that if a Limousine Company Decal has been issued for a given Limousine and that Limousine is removed from service and no longer used as a Limousine (a "Decommissioned Limousine") and the Limousine Company replaces the Decommissioned Limousine with a different Limousine (the "Replacement Limousine"), then upon application to the Airport Director and surrender of the Limousine Company Decal issued for the Decommissioned Limousine, a Limousine Company Decal shall be issued for the Replacement Limousine without payment of an additional fee. The Airport Director may, in his/her discretion, waive the issuance and display of the decal referred to in this subsection.

(17) Limousine Rules. The Airport Director may, from time to time, establish rules and regulations controlling the activities of Limousines while on Airport property.

(18) Shuttle Company Permit. No Shuttle Company shall engage in commercial ground transportation activities at the Airport without a Permit; a Shuttle Vehicle is not engaged in

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commercial ground transportation activity if the owner or operator solely drops off a passenger and, after dropping off a passenger, immediately leaves Airport property without accepting another fare. The Permit will be valid for a one (1) year period commencing March 1 of each year through the last day of February of the succeeding year. Shuttle Vehicles must operate on a pre-reserved (reservation) basis only; on demand service is prohibited. A Permit may be issued after March 1 (a "Mid-Year Permit") and if a Mid-Year Permit is issued, it shall expire on the last day of the next February; the fees hereinafter set forth shall be the same whether the Permit is issued for a full or partial year. There shall be no refund for Permittees who cease operations during the Permit year either voluntarily or through revocation or suspension of the Permit nor if a given Shuttle Vehicle is no longer operated by the Shuttle Company during the Permit Year. The Permit cannot be transferred or assigned. The Permit shall be issued by the Airport Director subject to the following terms and conditions:

(a) At the time of issuance of a Permit to a Shuttle Company, the Shuttle Company shall execute a "Permit" by and between the Shuttle Company and Brown County. Such Permit shall be on terms determined by the Airport Director, consistent with this ordinance and uniform for all Shuttle Companies.

(b) The Shuttle Company shall abide by applicable laws of the United States and all applicable statutes, codes, ordinances, rules, and regulations of the State of Wisconsin, Brown County, and such rules and regulations as may be prescribed from time to time by the Airport Director, including, without restriction because of enumeration, the parking of Shuttle Vehicles on the Airport and the conduct of its operations on Airport property.

(c) All Shuttle Vehicles shall post or display signage or trade-dress displaying the Shuttle Company's name and/or logo so that the Shuttle Company through whom the Shuttle Vehicle is being operated is easily identifiable. No Shuttle Vehicle shall display any other signage such as advertising.

(d) The Shuttle Company shall furnish satisfactory evidence to Brown County that it carries insurance with a company approved by the County Risk Manager, and the insurance must be for the type and in the minimum amount of coverage protecting the County against liability as established by the County Risk Manager, and as such amounts and types may change from time to time.

(19) Shuttle Company Fees. For the year commencing March 1, 2017, each Shuttle Company for which a Permit is required under Subsection (18), shall pay an annual Permit Fee of $2,000.00 per year or $200.00 per Shuttle Vehicle it operates at the Airport, whichever is less. If a Permit has been issued to a Shuttle Company and the foregoing fee paid and the fee paid was less than $2,000.00, and thereafter the Shuttle Company desires to operate additional Shuttle Vehicles at the Airport, then prior to such operation, the Shuttle Company shall pay a fee of $200.00 and upon payment of such fee, a decal shall be issued for that Shuttle Vehicle as provided subsection (20). For succeeding years, the fees under this subparagraph (19) shall be as established in the County's annual budget.

(20) Permit/Decal Display. Upon compliance with the requirements of this ordinance regarding issuance of Permits including, but not limited to, execution of the required Permit and payment of the required fees, decals shall be issued to the Shuttle Company (the "Shuttle Company Decal"). A Shuttle Company Decal shall be issued for each Shuttle Vehicle for which

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the fee was paid under subsection (19). The Shuttle Company Decal shall be mounted on the lower left-hand corner of the windshield of the Shuttle Vehicle for which it was issued, the left corner being on the driver's left when seated behind the wheel; provided that if a Shuttle Company Decal has been issued for a given Shuttle Vehicle and that Shuttle Vehicle is removed from service and no longer used as a Shuttle Vehicle (a "Decommissioned Shuttle Vehicle") and the Shuttle Company replaces the Decommissioned Shuttle Vehicle with a different Shuttle Vehicle (the "Replacement Shuttle Vehicle"), then upon application to the Airport Director and surrender of the Shuttle Company Decal issued for the Decommissioned Shuttle Vehicle, a Shuttle Company Decal shall be issued for the Replacement Shuttle Vehicle without payment of an additional fee. The Shuttle Company Decal shall not be transferred to any other Shuttle Vehicle and may only be displayed on the Shuttle Vehicle for which it was issued. The Airport Director may, in his/her discretion, waive the issuance and display of the decal referred to in this subsection.

(21) Shuttle Company Rules. The Airport Director may, from time to time establish rules and regulations controlling the activities of Shuttle Vehicles while on Airport Property.

(22) Vehicle Standards. This subsection applies to all vehicles operated at the Airport whether or not such vehicle is deemed engaged in ground transportation activities under subsection (2). In this subsection, the term "vehicle" means a Taxicab, Limousine, Courtesy Vehicle, and Shuttle Vehicle. The vehicle shall meet all safety standards required by law and be kept in good operating condition and appearance, including, but not limited to the following:

(a) A vehicle shall not have a windshield or any window which is cracked or broken.

(b) A vehicle's interior and exterior shall be free of dirt, mud, oil, rips, tears, exposed springs, food stuff, trash, waste material, or any other substance or object capable of harm, damage, or injury to, or interference with the person, clothing, personal property, comfort, or convenience of any passenger, whether upon ingress or egress of such vehicle or while riding therein. A vehicle shall have an exterior which is free of any misshapen or deformed condition arising from collision, crash, or other impact. Vehicles shall be free of holes in floor boards, and the trunk shall be empty except for emergency equipment. The vehicle shall be free of exterior rust and exteriors must be painted a uniform color so as not to have patches of un-matching paint on the vehicle. The vehicle shall have operational headlights, taillights, parking lights, and right/left turn signals; there shall be no missing bumper(s), taillight covers, license plates, or mirrors; there shall be no missing or different style hubcaps; there shall be no oil, coolant, or other fluid leaks; the vehicle's exhaust pipe shall be secured and the muffler operational; there shall be no unsecured or missing decorative pieces (chrome).

(23) Driver Conduct and Appearance. This subsection applies to all drivers of Taxicabs, Limousines, Courtesy Vehicles, and Shuttle Vehicles who operate at the Airport whether or not deemed engaged in commercial ground transportation activities. The Taxicab Company, Limousine Company, Shuttle Company, or establishment providing Courtesy Vehicle transportation are responsible for their respective drivers complying with the provisions of this subsection and shall also be responsible for any violation thereof. All Taxicabs, Limousines, Courtesy Vehicles, and Shuttle Vehicles and their drivers may be inspected, at any time, for compliance with the standards listed in this subsection. It shall be a violation for any driver of a Taxicab, Limousine, Courtesy Vehicle, or Shuttle Vehicle to do any of the following on the property of the Airport:

(a) Interfere or attempt to interfere in any manner whatsoever with a passenger selection of ground transportation service.

(b) Solicit, or attempt to solicit, any passenger by the utterance of words, by repeated and persistent canvassing or loitering upon the approaches or exits to the Airport terminal building, or by other acts which are calculated to induce persons to engage a particular ground transportation service.

(c) Fail to diligently remove, or cause to be removed, his/her vehicle from Airport property in the event such vehicle becomes inoperative.

(d) Engage in the use of profanity or obscenity within the hearing of any member of the public, display any rudeness or discourtesy to any member of the public or, while in a designated loading or unloading zone, sleep or recline in or on any motor vehicle, or sit on the exterior thereof.

(e) Stage a vehicle in any location other than a designated staging area.

(f) Load or unload, or attempt to load or unload, any passenger at any location other than a designated zone.

(g) Dispose of garbage, papers, refuse, or other material on Airport property, except in receptacles provided for that purpose, or use a comfort station other than in a clean and sanitary manner, or expectorate (spit) on floors, walls, or other surfaces of any Airport facility.

(h) Drink intoxicating beverages, be intoxicated, or in a drugged condition, or commit any disorderly, obscene, or indecent act, or commit any act of nuisance, nor conduct or engage in any form of gambling, or violate any federal, state, or local laws on the Airport property.

(i) Fail or refuse to comply with or otherwise violate any administrative regulation promulgated by the Airport Director, or any lawful directive of the Airport Director or Airport Security.

(24) Taxicab Fares. Prior to transporting patron(s)/passenger(s), a Taxicab Driver shall, if requested by the patron(s)/passenger(s), inform the patron(s)/passenger(s) of the fare to be charged for the requested transport. The fare shall include all amounts (excluding tip) that the patron(s)/passenger(s) will be required to pay the Taxicab Driver upon completion of the transport. Unless the patron(s)/passenger(s) requests a material change in the requested transport, thereby resulting in a material change in the distance and/or time to accomplish the same, the amount payable by the patron(s)/passenger(s) shall be the amount initially quoted by the Taxicab Driver.

(25) Regulations. All Limousines, Courtesy Vehicles, Taxicabs, TNC Vehicles, Shuttle Vehicles, Baggage Carriers, Freight Carriers, and Mail Carriers shall stage, load and unload in such a manner and in such areas as may be designated from time to time by the Airport Director.

(26) Revocation and Suspension of Permit; Denial of Access.

(a) Permits issued under this section may be revoked or suspended by the Airport Director in the event Permittee, its employees, agents, or servants have failed to comply with any of the following:

(i) Provisions of this Code;

(ii) Regulations promulgated pursuant to this Chapter; or

(iii) In the event that user, its employees, agents, or servants become involved on the Airport premises in any disturbance, altercation, or dispute, verbally or otherwise, with the public or with agents or servants of any transportation or aviation company, or with the employees, agents, or officers of Brown County.

(b) Users of the Airport who, under this Section 25.09 are not required to obtain a Permit may be denied access to the Airport in the event such user, its employees, agents, or servants have failed to comply with any of the following:

(i) Provisions of this Code;

(ii) Regulations promulgated pursuant to this Chapter; or

(iii) In the event that the user, its employees, agents, or servants become involved on the Airport premises in any disturbance, altercation, or dispute, verbally or otherwise, with the public or with agents or servants of any transportation or aviation company, or with the employees, agents, or officers of Brown County.

(c) Prior to a Permit revocation or suspension, or denial of access [except under sub-subsection 26(d)], the Permittee or user, as the case may be, must be given ten (10) days written notice of the reasons for suspension, revocation, or denial of access.

(d) The Airport Director shall have the authority to suspend forthwith a Permit or to deny access forthwith when, in his/her judgment, an emergency or threat to the safety of Airport users exists.

(27) Appeal. Any person aggrieved by the decision of the Airport Director to suspend, revoke, or deny access under subsection (26), may appeal such decision as provided in Chapter 25, Section 25.12 of the Brown County Code of Ordinances.

(28) Penalties. In addition to, and not in lieu of, the provisions of subsection (26), any individual or company who shall violate any of the provisions of this Section 25.09 may be required to forfeit not less than $50.00 nor more than $500.00 together with the cost of prosecution. Each day of an offense shall constitute a separate offense.

(29) Effective Date. If this Section 25.09 is adopted after March 1, 2017, then the Permits required under subsections (5), (8), (14), and (18), shall be required as of the first day of the first month following adoption. If a Taxicab Company has previously paid a Permit fee for the year commencing March 1, 2017, then such Permit fee shall be applied to the fee payable under subsection (6) and if the Taxicab Company elects not to obtain a Permit under subsection (5), the previously paid Permit fee shall be refunded.

Section 2 – This ordinance shall become effective upon passage and publication.

Respectfully submitted,

PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE

Approved By:

_____
COUNTY EXECUTIVE (Date)

_____
COUNTY CLERK (Date)

_____
COUNTY BOARD CHAIR (Date)

Authored by: Green Bay Austin Straubel International Airport Attorney Gary A. Wickert

Final Draft Reviewed, Edited and Approved by Corporation Counsel

Fiscal Impact: This ordinance does not require an appropriation from the General Fund. It is projected to increase airport revenues by $4,900 a year.

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BOARD OF SUPERVISORS ROLL CALL #_____

_____

Motion made by Supervisor _____

Seconded by Supervisor _____

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
SIEBER	1			
DE WANE	2			
NICHOLSON	3			
HOYER	4			
GRUSZYNSKI	5			
LEFEBVRE	6			
ERICKSON	7			
ZIMA	8			
EVANS	9			
VANDER LEEST	10			
BUCKLEY	11			
LANDWEHR	12			
DANTINNE, JR	13			

SUPERVISOR NAMES	DIST. #	AYES	NAYS	ABSTAIN
BRUSKY	14			
BALLARD	15			
KASTER	16			
VAN DYCK	17			
LINSSEN	18			
KNEISZEL	19			
CLANCY	20			
CAMPBELL	21			
MOYNIHAN, JR	22			
BLOM	23			
SCHADEWALD	24			
LUND	25			
BECKER	26			

Total Votes Cast _____

Motion: Adopted _____ Defeated _____ Tabled _____

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GREEN BAY GRB
AUSTIN STRAUBEL
INTERNATIONAL AIRPORT

RESOLUTION/ORDINANCE SUBMISSION TO COUNTY BOARD

DATE: June 26, 2017

REQUEST TO: Planning, Development and Transportation Committee

MEETING DATE: July 24, 2017

REQUEST FROM: Thomas W. Miller
Airport Director

REQUEST TYPE: ☐ New resolution ☐ Revision to resolution
☐ New ordinance ☒ Revision to ordinance

TITLE: Brown County Code of Ordinances, Chapter 25.09, Conveyors of Public Transportation

ISSUE/BACKGROUND INFORMATION:

To recognize and treat Transportation Network Companies (TNC's (Uber & Lyft)) similar to other ground transportation companies at the Airport. To align fee's with other Wisconsin airport's.

ACTION REQUESTED:

Approve the modified County Code 25.09, Conveyors of Public Transportation

FISCAL IMPACT:

NOTE: *This fiscal impact portion is initially completed by requestor, but verified by the DOA and updated if necessary.*

1. Is there a fiscal impact? ☒ Yes ☐ No
   a. If yes, what is the amount of the impact? $4,900
   b. If part of a bigger project, what is the total amount of the project? $N/A
   c. Is it currently budgeted? ☐ Yes ☒ No
      1. If yes, in which account? _____
      2. If no, how will the impact be funded? The $4,900 is revenue, not expense.

☒ **COPY OF RESOLUTION OR ORDINANCE IS ATTACHED**

phone 920.498.4800
fax 920.498.8799
2077 Airport Drive, Suite 18
Green Bay, WI 54313-5596
flygrb.com

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BROWN COUNTY PAYMENTS OVER $5,000
July 1, 2017 - July 31, 2017

Department	Vendor	Invoice Number	Invoice Date	Amount	Description
Administration					
Administration	WISCONSIN MUNICIPAL MUTUAL INSUR.	1572	07/13/2017	$46,087.21	SIR REPLENISHMENT MAY/JUNE 2017
Administration	MOODY'S INVESTORS SERVICE	P0245423	07/06/2017	$14,000.00	2017A RATING FEE
Administration	PUBLIC FINANCIAL MANAGEMENT	500698	06/27/2017	$16,000.00	2017A FINANCIAL ADVISORY FEE
				$76,087.21	
Administration.Accounting.Accounting					
Administration.Accounting.	INTERNAL REVENUE SERVICE	4170617	06/29/2017	$48,676.78	FED TAX - Federal Withholding Tax*
Administration.Accounting.	GREAT WEST LIFE & ANNUITY INSURAN	7170715	07/18/2017	$51,440.61	457(b) WDC - 457(b) Wisconsin Deferred Comp*
Administration.Accounting.	NATIONWIDE RETIREMENT SOLUTIONS	7170715	07/18/2017	$34,141.31	457(b) - 457(b) Nationwide
Administration.Accounting.	WI SCTF	7170715	07/18/2017	$5,477.83	CHILD SUPPORT$ - Child Support $*
Administration.Accounting.	GREAT WEST LIFE & ANNUITY INSURAN	7170701	07/03/2017	$51,505.61	457(b) WDC - 457(b) Wisconsin Deferred Comp*
Administration.Accounting.	BROWN CO EMP CREDIT UNION	7170701	07/03/2017	$7,370.00	UNION DUES 26 - Union Dues BG26-Sheriff Non-Sups
Administration.Accounting.	INTERNAL REVENUE SERVICE	7170715	07/20/2017	$740,499.00	FED TAX - Federal Withholding Tax*
Administration.Accounting.	INTERNAL REVENUE SERVICE	4170701	07/14/2017	$48,874.10	FED TAX - Federal Withholding Tax*
Administration.Accounting.	BROWN CO EMPLOYEE CREDIT UNION	7170715	07/18/2017	$93,032.38	BC EMP CU - BC Employee Credit Union - All*
Administration.Accounting.	WI DEPT OF REVENUE	7/1 top 7/15/17	07/18/2017	$132,655.60	STATE TAX - State Withholding Tax*
Administration.Accounting.	NATIONWIDE RETIREMENT SOLUTIONS	7170701	07/03/2017	$34,196.31	457(b) - 457(b) Nationwide
Administration.Accounting.	BROWN CO EMPLOYEE CREDIT UNION	7170701	07/03/2017	$93,052.38	BC EMP CU - BC Employee Credit Union - All*
Administration.Accounting.	MINNESOTA LIFE INSURANCE	July 2017	07/06/2017	$32,881.86	MINNESOTA LIFE INSURANCE CO.-1
Administration.Accounting.	INTERNAL REVENUE SERVICE	7170701	07/07/2017	$685,263.64	FED TAX - Federal Withholding Tax*
Administration.Accounting.	WI SCTF	7170701	07/03/2017	$5,267.30	CHILD SUPPORT$ - Child Support $*
Administration.Accounting.	WI DEPT OF REVENUE	6/15 to 6/30/17	07/03/2017	$137,011.88	STATE TAX - State Withholding Tax*
Administration.Accounting.	(PAYROLL ONLY) DETF Employee Trust Fı	2017-00001024	07/06/2017	$854,458.66	WISCONSIN EMPLOYEE TRUST FUNDS
				$3,055,805.25	
Administration.Technology Services					
Administration.Technology	AT&T	0606396308/0717	07/05/2017	$4,199.68	TS Channels
Administration.Technology	AT&T	0685396303/0717	07/05/2017	$1,958.30	TS Transport
Administration.Technology	MULTIMEDIA COMMUNICATIONS &	2687	06/12/2017	$8,400.00	TS BCCAN Document Prep
Administration.Technology	MODERN BUSINESS MACHINES	IN204528	06/28/2017	$9,504.00	TS Hardware Xerox Versalink
Administration.Technology	CAMERA CORNER	0483739-IN	06/08/2017	$17,900.00	TS HP Monitors

BROWN COUNTY PAYMENTS OVER $5,000
July 1, 2017 - July 31, 2017

Department	Vendor	Invoice Number	Invoice Date	Amount	Description
Administration.Technology	CAMERA CORNER	0483741-IN	06/09/2017	$21,980.00	TS HP Annual Maintenance
Administration.Technology	MULTIMEDIA COMMUNICATIONS &	2685	06/08/2017	$12,625.06	TS ST Norbert Fault Tolerant Internet
Administration.Technology	MULTIMEDIA COMMUNICATIONS &	2684	06/08/2017	$3,043.69	TS UWGB Expansion
Administration.Technology	CAMERA CORNER	0483742-IN	06/19/2017	$25,050.00	TS Computer Equipment
Administration.Technology	ACCESS INC	0032356-IN	06/19/2017	$26,945.00	TS UPS System Module
				$131,605.73	
Airport					
Airport	DBT TRANSPORTATION SERVICES LLC	1510	04/01/2017	$13,300.00	RWIS ANNUAL MAINTENANCE
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00151	06/23/2017	$36.39	ARFF LIFT ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00156	06/23/2017	$518.96	TERMINAL BUILDING NATURAL GAS
Airport	WISCONSIN PUBLIC SERVICE	402757832]]00091	06/23/2017	$28.07	HANGAR B8 ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00149	06/23/2017	$42.22	GATE 15 ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00157	06/23/2017	$41.49	ADAM DR ENTRANCE GATE ELEC
Airport	WISCONSIN PUBLIC SERVICE	2148948901	06/26/2017	$29,201.94	JUNE 2017 ELEC & GAS
Airport	TREAS VILLAGE OF HOBART	2ND QTR 2017	07/14/2017	$51,494.42	2ND QTR 2017 DISCHARGE OF DEICING BASIN
Airport	TREAS VILLAGE OF HOBART	APR MAY 2017	07/14/2017	$2,085.87	APR MAY 2017 SAMPLING CHARGES
Airport	STANDARD PARKING	03858 JUNE 2017	07/10/2017	$25,180.55	JUNE 2017 PARKING LOT MANAGEMENT
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00231	06/30/2017	$28.07	HANGAR E1 ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00160	06/23/2017	$1,313.18	SRE BUILDING ELEC & GAS
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00158	06/23/2017	$28.07	CONRAD DR T HANGAR HSE ELEC
Airport	WISCONSIN PUBLIC SERVICE	2147733467]]0000	06/23/2017	$1,157.09	JUNE 2017 ELEC & GAS
Airport	LEONARD & FINCO	18256	06/30/2017	$2,509.86	JUNE 2017 PUBLIC RELATIONS
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00163	06/23/2017	$28.07	SOUTH T HANGAR ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00152	06/23/2017	$28.07	HANGAR E9 ELEC
Airport	WISCONSIN PUBLIC SERVICE	427168134]]00150	06/23/2017	$113.61	ARFF PUMP LIFT STATION ELC
Airport	AMERIBRIDGE	15132	06/30/2017	$28,261.86	JET BRIDGE A6 CANOPY REPACEMENT
Airport	ELMSTAR ELECTRIC CORP	12944 01	06/16/2017	$5,500.00	EMPLOYEE PARKING LOT PROJECT - LIGHT BASES
Airport	COUNTY MATERIALS CORPORATION	2911743-00	06/21/2017	$2,850.00	SET 45 CONCRETE MIX
				$163,747.79	
Brown County					
Brown County	CRESCENT ELECTRIC SUPPLY CO	S503496791.001	06/07/2017	$56,106.85	TS Airport Fiber Optic Project
Brown County	JP Morgan Chase Bank PCard Only	2017-00001058	06/26/2017	$328,435.75	PCARD 05272017-06262017
Brown County	WI DEPT OF REVENUE	JUNE2017SALESTX	07/17/2017	$35,064.00	JUNE 2017 SALES TAX

BROWN COUNTY PAYMENTS OVER $5,000
July 1, 2017 - July 31, 2017

Department	Vendor	Invoice Number	Invoice Date	Amount	Description
Brown County	MULTIMEDIA COMMUNICATIONS &	2686	06/08/2017	$6,932.16	TS for Airport Logistics Bldg
Brown County	APPLIED DATA SYSTEMS INC	23530	06/29/2017	$6,100.00	TS for Zoo&Park Archibus Annual Maint
				$432,638.76	
Child Support					
Child Support	FORWARD SERVICE CORPORATION	41970517	06/13/2017	$6,282.85	SPSK DISBURSEMENTS MAY
				$6,282.85	
Circuit Courts.Probate					
Circuit Courts.Probate	BALES MD, MARSHALL	2119	07/02/2017	$650.00	DR EXAM 17ME546
Circuit Courts.Probate	BALES MD, MARSHALL	2126	07/02/2017	$650.00	DR EXAM 17ME555
Circuit Courts.Probate	BALES MD, MARSHALL	2134	07/09/2017	$650.00	DR EXAM 17ME574
Circuit Courts.Probate	BALES MD, MARSHALL	2134B	07/09/2017	$150.00	DR EXAM 17ME574
Circuit Courts.Probate	BALES MD, MARSHALL	2138	07/16/2017	$650.00	DR EXAM 17ME95
Circuit Courts.Probate	BALES MD, MARSHALL	2142	07/16/2017	$650.00	DR EXAM 17ME579
				$3,400.00	
Clerk of Courts					
Clerk of Courts	STEIN, JOSIAH R	10FA1048	06/14/2017	$1,669.50	COC GAL 10FA1048
Clerk of Courts	GRACYALNY, SUE	Med 06/17	06/30/2017	$5,219.85	COC Family Med 06/17
Clerk of Courts	STEIN, JOSIAH R	14PA388PJ	06/14/2017	$4,021.46	COC GAL 14PA388PJ
Clerk of Courts	STEIN, JOSIAH R	06PA483PJ	06/14/2017	$2,114.30	COC GAL 06PA483PJ
				$13,025.11	
Community Programs					
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	August 2017 CC2	07/25/2017	$54,166.67	HS - Crisis Ctr 2 - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 HFLevy	07/25/2017	$22,342.00	HS - Healthy Families levy - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 FH cm	07/25/2017	$8,000.00	HS - Healthy Families - case mgmt - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 HF s/s	07/25/2017	$1,387.92	HS - Healthy Families safe/stable grant - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	August 2017 CAC	07/25/2017	$8,333.33	HS - Children's Advocacy Ctr - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017prevent	07/25/2017	$2,589.14	HS - AODA prevention - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 Mobcris	07/25/2017	$16,666.67	HS - Mobile Crisis 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 DayRep	07/25/2017	$28,970.58	HS - Day Report Ctr - 1/12th contract
Community Programs	HEARTLAND BUSINESS SYSTEMS	232865-H	06/22/2017	$11,600.00	HS - annual maintenance agreement for scanners
Community Programs	CATHOLIC CHARITIES OF THE	August 2017	07/25/2017	$12,283.83	HS - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 FFLevy	07/25/2017	$2,884.42	HS - Families First - levy -1/12th contract
Community Programs	GOLDEN HOUSE INC	Aug 2017 EAbuse	07/25/2017	$416.67	HS - Elder Abuse - 1/12th contract

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Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	August 2017 CNSL	07/25/2017	$1,761.00	HS - Families First- Counseling Add'l levy- 1/12th
Community Programs	INNOVATIVE SERVICES INC	66259	07/01/2017	$1,350.00	HS - July rent on Gross Ct.
Community Programs	INNOVATIVE SERVICES INC	66262	07/01/2017	$226.27	HS - Utilities on Gross Ct
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	August 2017 CCI	07/25/2017	$17,087.17	HS - Crisis Ctr 1 - 1/12th contract
Community Programs	GOLDEN HOUSE INC	August 2017 CWS	07/25/2017	$4,840.50	HS - Child Welfare Svs - 1/12th contract
Community Programs	INNOVATIVE SERVICES INC	August 2017	07/25/2017	$66,600.00	HS - diversion - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	August 2017 SAC	07/25/2017	$1,916.67	HS - Sexual Assault Ctr - Counseling - 1/12th contract
Community Programs	FAMILY SERVICES OF NE WISCONSIN IN	Aug 2017 FFs/s	07/25/2017	$4,163.75	HS - Families First-Safe/Stable grant -1/12th contacts
				$267,586.59	
Community Programs.Child Alternate Care					
Community	ST VINCENT HOSPITAL	June 2017 B-3	06/17/2017	$3,075.30	HS - June 2017 Birth-3 meetings and travel time
Community	ASPIRO INC	67927	06/30/2017	$3,514.01	HS - June 2017 meetings, mileage, mentoring
Community	CURATIVE CONNECTIONS INC	TE1055 2/28/17	02/28/2017	$1,527.76	HS - January 2017 - JJ Launch Program
				$8,117.07	
Community Programs.Clinical Services					
Community	CURATIVE CONNECTIONS INC	93526.1	06/09/2017	$108.16	HS - TE1053 June 2017 Gathering Place services
Community	CURATIVE CONNECTIONS INC	935237.1	06/23/2017	$108.16	HS - TE1053 June 2017 Gathering Place services
Community	CURATIVE CONNECTIONS INC	TE1125 6/30/17	06/30/2017	$3,730.20	HS - June 2017 - BCHSD van driver services
				$3,946.52	
Community Treatment Center					
Community Treatment	REINHART INSTITUTIONAL FOODS	192306 CTC	06/12/2017	$2,146.73	CTC - Dietary 6/12/17
Community Treatment	WI DEPT OF HEALTH SERVICES	lic2405/171-7/17	07/01/2017	$10,710.00	CTC - July 2017 bed license assessment
Community Treatment	JOHN T WARREN MD LLC	June 2017	07/01/2017	$22,098.85	CTC - June 2017 services
Community Treatment	REINHART INSTITUTIONAL FOODS	191036-CTC	06/08/2017	$3,192.05	CTC - dietary - 6/8/17
Community Treatment	REINHART INSTITUTIONAL FOODS	194447 CTC	06/13/2017	$56.98	CTC - Dietary 6/13/17
Community Treatment	AT&T	920Z31080807-17	07/07/2017	$706.52	CTC - July 2017 services
Community Treatment	HEALTHDIRECT PHARMACY SVCS INC	193322 5/17 CBRF	05/31/2017	$28.64	CTC - May 2017 CBRF drug related
Community Treatment	GREENFIELD REHABILITATION AGENCY	823881	06/30/2017	$5,851.50	CTC - June 2017 services
Community Treatment	BALES MD, MARSHALL	June 2017	06/28/2017	$4,800.00	CTC - June 2017 services
				$49,591.27	
Community Treatment Center.Hospital					

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Community Treatment	HEALTHDIRECT PHARMACY SVCS INC	193318	05/31/2017	$14,336.55	CTC - May 2017 - NPC drug related items
				$14,336.55	
Community Treatment Center.Nursing Home					
Community Treatment	HEALTHDIRECT PHARMACY SVCS INC	193320 4/17	04/30/2017	$4,288.48	CTC - April 2017 drug related
Community Treatment	HEALTHDIRECT PHARMACY SVCS INC	193320 5/17	05/31/2017	$3,377.89	CTC - May 2017 drug related
				$7,666.37	
Corporation Counsel					
Corporation Counsel	WICKERT GARY A SC	12w27-5/24/2017	05/24/2017	$9,130.25	Attorney bill
Corporation Counsel	VONBRIESEN & ROPER SC	235779	06/07/2017	$216.00	Attorney bill
Corporation Counsel	WICKERT GARY A SC	12w276/26/17	06/26/2017	$8,142.00	Attorney bill
Corporation Counsel	VONBRIESEN & ROPER SC	235780	06/07/2017	$9,674.26	Attorney Bill
				$27,162.51	
District Attorney					
District Attorney	WI DEPT OF ADMINISTRATION	475-220	06/30/2017	$15,873.87	DA - VAWA GRANT
				$15,873.87	
Facility and Park Management.Facility Management					
Facility and Park	STRUCTURAL PRESERVATION SYSTEMS	429062-02	06/30/2017	$279,835.02	FACILITIES - DOME RESTORATIONS
Facility and Park	WISCONSIN PUBLIC SERVICE	2152039769-00000	06/29/2017	$47,408.33	FACILITIES - UTILITIES
				$327,243.35	
Facility and Park Management.Facility Management.Facility Management					
Facility and Park	GREEN BAY WATER UTILITY	00031893-01 617	06/29/2017	$284.73	300 E WALNUT ST - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00032017-01 617	06/29/2017	$87.00	325 E WALNUT ST 8 FL - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00038954-00 617	06/29/2017	$2,105.19	3150 GERSHWIN DR - UTILITIES
Facility and Park	LIZER LAWN CARE	69874RC	06/13/2017	$40.00	ARDC - MAY MOWING CHARGES
Facility and Park	LIZER LAWN CARE	69875RC	06/13/2017	$272.00	CEMETERY - MAY MOWING CHARGES
Facility and Park	GREEN BAY WATER UTILITY	00039077-00 617	06/29/2017	$87.00	3150 GERSHWIN DR FLC8 - UTILITIES
Facility and Park	LIZER LAWN CARE	70377	06/12/2017	$290.00	SHERIFFS - LATE SPRING/EARLY SUMMER APP
Facility and Park	LIZER LAWN CARE	69873RC	06/13/2017	$1,004.00	CTC - MAY MOWING CHARGES
Facility and Park	GREEN BAY WATER UTILITY	00015443-01 617	06/29/2017	$211.43	1150 BELLEVUE ST - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00031892-02 617	06/29/2017	$5,375.28	125 S ADAMS ST - UTILITIES
Facility and Park	OTIS ELEVATOR COMPANY	CV05022717	06/20/2017	$7,794.27	LAW ENFORC - SERVICE CONTRACT 3RD QTR
Facility and Park	OTIS ELEVATOR COMPANY	CV05022A717	06/20/2017	$1,566.24	JAIL - CONTRACT SERVICE 3RD QTR
Facility and Park	LIZER LAWN CARE	69878RC	06/13/2017	$300.00	SHELTER CARE - MAY MOWING CHARGES

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Facility and Park	LIZER LAWN CARE	69879RC	06/13/2017	$545.00	COURTHOUSE - MAY MOWING CHARGES
Facility and Park	LIZER LAWN CARE	69880RC	06/13/2017	$460.00	MUSEUM - MAY MOWING CHARGES
Facility and Park	GREEN BAY WATER UTILITY	00033006-01 617	06/29/2017	$87.00	100 S JEFFERSON ST 8 FLC - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00034792-01 617	06/29/2017	$528.27	305 E WALNUT ST - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00034846-01 617	06/29/2017	$54.00	305 E WALNUT ST 6 FLC - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00039261-00 617	06/29/2017	$3.84	1150 BELLEVUE ST CWM - UTILITIES
Facility and Park	LIZER LAWN CARE	69876RC	06/13/2017	$255.00	UW EXTENSION - MAY MOWING CHARGES
Facility and Park	LIZER LAWN CARE	69877RC	06/13/2017	$658.00	MENTAL HEALTH CTR - MAY MOWING CHARGES
Facility and Park	GREEN BAY WATER UTILITY	00039076-00 617	06/29/2017	$87.00	3150 GERSHWIN DR 8 FLC - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00031896-01 617	06/29/2017	$766.40	325 E WALNUT ST - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00032988-01 617	06/29/2017	$506.64	100 S JEFFERSON ST CTHS - UTILITIES
Facility and Park	GREEN BAY WATER UTILITY	00039296-00 617	06/29/2017	$54.00	125 S ADAMS ST 6 FLC - UTILITIES
				$23,422.29	
Facility and Park Management.Reforestation					
Facility and Park	AT&T	92066221400717	07/13/2017	$60.55	REFORESTATION CAMP & BARKHAUSEN PHONE CHARGES 7.13.17-8.12.17
				$60.55	
Golf Course					
Golf Course	WISCONSIN PUBLIC SERVICE	2147727693-00000	06/23/2017	$4,248.25	golf invoices 6/29/17 utilities
Golf Course	JIMMY O'S GOLF SHOP INC	jimmyo617	07/17/2017	$14,115.60	jimmy o percentage golf carts
				$18,363.85	
Health					
Health	BAY AREA MEDICAL CENTER	7212 REIMB	07/05/2017	$9,421.78	HLTH - reimburse for SAR to PAPR conversion
Health	TRANSFORMATION HOLDING LLC	AUGUST RENT 2017	07/01/2017	$6,000.00	MONTHLY RENT - AUGUST
Health	WISCONSIN PUBLIC SERVICE	2147735304-00000	06/23/2017	$1,724.91	HLTH - UTILITIES
Health	CELLCOM	IVC9384	06/23/2017	$23,099.80	GR-HERC-CRADLEPOINTS
Health	DH WIRELESS SOLUTIONS	EXECUOE12986	06/22/2017	$7,623.95	GR-HERC-CRADLEPOINTS-BAY AREA MEDICAL
				$47,870.44	
Highway					

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
lighway	PACKER CITY INTERNATIONAL	X101068877:01	06/21/2017	$4,172.98	TURBOCHARGER
lighway	PACKER CITY INTERNATIONAL	X101069211:02	06/29/2017	$179.69	HEATER SUPPLY PIPE ASSY
lighway	PACKER CITY INTERNATIONAL	X101069320:01	06/29/2017	$28.80	FREIGHT CHARGES
lighway	DAANEN & JANSSEN INC	164267	06/30/2017	$6,075.00	QUAD RENTAL WITH DRIVER
lighway	DAANEN & JANSSEN INC	164269	06/30/2017	$423.42	BREAKER RUN
lighway	WISCONSIN PUBLIC SERVICE	2153856464-00000	07/03/2017	$7,517.08	UTILITIES - DENMARK
lighway	GREEN BAY HIGHWAY PRODUCTS LLC	30335	06/22/2017	$2,417.19	CULVERTS, BANDS, ENDWALLS
lighway	DAANEN & JANSSEN INC	164271	06/30/2017	$17,570.82	BREAKER RUN, BASE COURSE
lighway	FLINT HILLS RESOURCES LP	19714235-0	06/29/2017	$9,041.29	A/C OIL
lighway	PACKER CITY INTERNATIONAL	X101068869:01	06/21/2017	$140.91	HEAT EXCHANGER CLAMPS
lighway	PACKER CITY INTERNATIONAL	X101068911:01	06/21/2017	$208.56	EXHAUST MANIFOLD SEALS
lighway	PACKER CITY INTERNATIONAL	X101068878:01	06/22/2017	$69.27	MALE CONNECTORS
lighway	PACKER CITY INTERNATIONAL	X101068912:02	06/23/2017	$176.16	FLEX AIR HOSE
lighway	PACKER CITY INTERNATIONAL	X101069213:01	06/27/2017	$25.80	GAS RCN VALVE GASKETS
lighway	PACKER CITY INTERNATIONAL	X101069285:01	06/28/2017	$236.40	QUICK RELEASE VALVES
lighway	CAREW CONCRETE	1069019	06/10/2017	$3,051.00	CONCRETE MIX
lighway	PACKER CITY INTERNATIONAL	X101068570:01	06/15/2017	$28.26	OIL PAN GASKET
lighway	PACKER CITY INTERNATIONAL	X101068725:01	06/19/2017	$124.97	BRAKE CHAMBER
lighway	DAANEN & JANSSEN INC	163531	06/11/2017	$154.79	BASE COURSE
lighway	ELAND ELECTRIC CORP	91361	06/13/2017	$2,533.90	WALNUT BRIDGE REPAIRS
lighway	POMP'S TIRE SERVICE INC	1010050547	06/29/2017	$5,474.30	TIRES
lighway	DAANEN & JANSSEN INC	163834	06/18/2017	$7,425.00	QUAD RENTAL W/DRIVER
lighway	DAANEN & JANSSEN INC	163836	06/18/2017	$305.34	BASE COURSE
lighway	COUNTY MATERIALS CORPORATION	2916412-00	06/23/2017	$2,941.68	CATCH BASIN, INLET BOX, SEAL, COVER
ighway	FLINT HILLS RESOURCES LP	19623701-0	06/08/2017	$26,816.81	A/C OIL
ighway	FLINT HILLS RESOURCES LP	19677206-0	06/21/2017	$18,138.42	A/C OIL
ighway	FLINT HILLS RESOURCES LP	19681187-0	06/22/2017	$18,082.59	A/C OIL
ighway	FLINT HILLS RESOURCES LP	19707362-0	06/28/2017	$8,961.04	A/C OIL
ighway	PACKER CITY INTERNATIONAL	X101068912:01	06/21/2017	$88.08	FLEX AIR HOSE
ighway	PACKER CITY INTERNATIONAL	X101068913:01	06/21/2017	$208.94	HVAC THERMISTOR KITS
ighway	PACKER CITY INTERNATIONAL	X101068772:02	06/22/2017	$731.29	HVAC THERMISTOR KITS
ighway	PACKER CITY INTERNATIONAL	X101069325:01	06/29/2017	$245.75	FRONT WHEEL DRUM
ighway	DAANEN & JANSSEN INC	163530	06/11/2017	$20,125.00	QUAD RENTALS W/DRIVER
ighway	DAANEN & JANSSEN INC	163533	06/11/2017	$4,145.50	MAN SAND
ighway	DAANEN & JANSSEN INC	163833	06/18/2017	$135.00	DUMPING FILL CHARGES
ighway	COUNTY MATERIALS CORPORATION	2907347-00	06/22/2017	$971.50	CATCH BASIN
ighway	COUNTY MATERIALS CORPORATION	2915738-00	06/21/2017	$4,701.20	ENDWALLS, CULVERTS, TIES, GASKET
ighway	PACKER CITY INTERNATIONAL	X101068384:01	06/14/2017	$108.88	FRT FENDER EXTENSION

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lighway	PACKER CITY INTERNATIONAL	X101068473:01	06/14/2017	$43.96	SLOTTED HEX NUTS
lighway	GREEN BAY HIGHWAY PRODUCTS LLC	30206	06/15/2017	$670.00	PLASTIC LINER
lighway	GARROW OIL CORP	717193	07/06/2017	$14,174.74	DIESEL FUEL
lighway	DRAEGER OIL COMPANY INC	587459	06/28/2017	$13,406.91	DIESEL FUEL
lighway	GREEN BAY HIGHWAY PRODUCTS LLC	30322	06/22/2017	$12,185.96	CULVERTS, BANDS
lighway	PACKER CITY INTERNATIONAL	X101069345:01	06/29/2017	$141.50	WATER OUTLET TUBING
lighway	PACKER CITY INTERNATIONAL	X101069348:01	06/29/2017	$34.35	ORING SEALS
lighway	PACKER CITY INTERNATIONAL	X101069324:01	06/30/2017	$36.93	HEAT SHIELD
lighway	PACKER CITY INTERNATIONAL	X101069372:01	06/30/2017	$125.80	AM/FM CD PLAYER RADIO
lighway	TRAFFIC & PARKING CONTROL	I567716	06/19/2017	$31,512.79	SIGNAL SUPPLIES
lighway	DAANEN & JANSSEN INC	164055	07/01/2017	$6,250.00	QUAD RENTAL WITH DRIVER
lighway	GREEN BAY HIGHWAY PRODUCTS LLC	30345	06/26/2017	$78.41	12 INCH GRATE
lighway	MJT TRUCKING LLC	4056	06/30/2017	$18,954.43	TRUCK RENTAL - ASPHALT PLANT
lighway	PACKER CITY INTERNATIONAL	X101069232:01	06/29/2017	$103.04	RETRACTOR BELT ASSY
lighway	PACKER CITY INTERNATIONAL	X101069327:01	06/29/2017	$3,365.64	BRAKE SHOE KITS
lighway	PACKER CITY INTERNATIONAL	X101069557:01	07/05/2017	($36.93)	HEAT SHIELD RETD
ighway	TRI COUNTY PAVING	176503-7	06/22/2017	$44,639.19	MOBILIZATION, MILLINGS
ighway	DAANEN & JANSSEN INC	164268	06/30/2017	$4,718.57	BASE COURSE
ighway	JOHN TETZLAFF FAMILY LIMITED PARTN	PARCEL 1	07/17/2017	$41,400.00	RIGHT OF WAY - ZZ15
ighway	DAANEN & JANSSEN INC	164272	06/30/2017	$28,760.69	BREAKER RUN, BASE COURSE
ighway	DAANEN & JANSSEN INC	163532	06/11/2017	$93.51	BREAKER RUN
ighway	COUNTY MATERIALS CORPORATION	2911028-00	06/15/2017	$660.00	GALVINIZED TIES
ighway	ELAND ELECTRIC CORP	91362	06/13/2017	$2,886.55	MASON BRIDGE REPAIRS
ighway	DAANEN & JANSSEN INC	163534	06/11/2017	$37,739.32	BREAKER RUN, BASE COURSE
ighway	GARROW OIL CORP	714456	06/19/2017	$13,642.32	DIESEL FUEL
ighway	PACKER CITY INTERNATIONAL	X101068157:01	06/21/2017	$66.99	CLAMP T BOLTS
ighway	PACKER CITY INTERNATIONAL	X101068902:01	06/21/2017	($949.90)	CORE ALLOWANCE
ighway	PACKER CITY INTERNATIONAL	X101068773:01	06/22/2017	$1,736.28	AIR COOLER CHARGE ASSY
ighway	PACKER CITY INTERNATIONAL	X101068913:02	06/22/2017	$313.41	HVAC THERMISTOR KITS
ighway	PACKER CITY INTERNATIONAL	X101068869:02	06/28/2017	$100.65	HEAT EXCHANGER CLAMPS
ighway	CAREW CONCRETE	1069018	06/10/2017	$3,051.00	CONCRETE MIX
ighway	CAREW CONCRETE	1069020	06/10/2017	$4,218.00	CONCRETE MIX
ighway	PACKER CITY INTERNATIONAL	X101068381:01	06/14/2017	$111.07	SOLENOID VALVE
ighway	PACKER CITY INTERNATIONAL	X101068478:01	06/16/2017	$32.97	SLOTTED HEX NUTS
ighway	POMP'S TIRE SERVICE INC	1010050548	06/29/2017	$2,737.15	TIRES
ighway	DAANEN & JANSSEN INC	163835	06/18/2017	$867.53	BASE COURSE
ighway	DAANEN & JANSSEN INC	163837	06/18/2017	$1,238.44	BASE COURSE, SCREENED STONE

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ighway	COUNTY MATERIALS CORPORATION	2915746-00	06/21/2017	$4,701.20	ENDWALLS, CULVERTS, TIES, GASKET
ighway	COUNTY MATERIALS CORPORATION	2919602-00	06/23/2017	($599.36)	CULVERT RETD
ighway	FLINT HILLS RESOURCES LP	19618251-0	06/07/2017	$8,971.50	A/C OIL
ighway	FLINT HILLS RESOURCES LP	19638689-0	06/12/2017	$17,953.48	A/C OIL
ighway	PACKER CITY INTERNATIONAL	X101069077:01	06/26/2017	$152.50	CAP SCREWS, SPACERS, STUDS
ighway	PACKER CITY INTERNATIONAL	X101069077:02	06/27/2017	$70.26	WATER TUBE BRACKET
ighway	PACKER CITY INTERNATIONAL	X101069211:01	06/28/2017	$36.21	PRESSURE SENSING TUBE
ighway	PACKER CITY INTERNATIONAL	X101069289:01	06/28/2017	$469.41	AFT INJECTOR SERV KIT, CONNECTION
ighway	TREAS VILLAGE OF HOBART	52317 - BRDG	05/23/2017	$8,935.00	BRIDGE FUND
ighway	GREEN BAY HIGHWAY PRODUCTS LLC	30283	06/18/2017	$840.00	PLASTIC LINERS
ighway	GREEN BAY HIGHWAY PRODUCTS LLC	30219	06/15/2017	$3,506.93	PLASTIC LINER CULVERT, BANDS ENDWALLS
ighway	GREEN BAY HIGHWAY PRODUCTS LLC	30220	06/15/2017	$708.13	CULVERT, BAND
ighway	GREEN BAY HIGHWAY PRODUCTS LLC	30221	06/15/2017	$1,542.80	CULVERT, BAND
ighway	WISCONSIN PUBLIC SERVICE	427168134-201 61	06/26/2017	$11,702.25	HWY UTILITIES - ASPHALT PLANT
ighway	DAANEN & JANSSEN INC	163535	06/11/2017	$22,639.25	BREAKER RUN, BASE COURSE
ighway	DAANEN & JANSSEN INC	163838	06/18/2017	$5,823.12	STONE
ighway	DAANEN & JANSSEN INC	163839	06/18/2017	$26,850.69	BREAKER RUN, BASE COURSE
ighway	DAANEN & JANSSEN INC	163840	06/18/2017	$23,527.92	BREAKER RUN, BASE COURSE
ighway	PACKER CITY INTERNATIONAL	X101069074:01	06/26/2017	($195.00)	CORE ALLOWANCE
ighway	PACKER CITY INTERNATIONAL	X101069075:01	06/26/2017	($169.63)	CORE ALLOWANCE
ighway	PACKER CITY INTERNATIONAL	X101069078:01	06/26/2017	($949.90)	CORE ALLOWANCE
ighway	PACKER CITY INTERNATIONAL	X101068725:02	06/27/2017	$874.79	BRAKE CHAMBERS
ighway	CAMERA CORNER	0483649-IN	06/16/2017	$1,682.99	DESKTOP COMPUTERS
ighway	PACKER CITY INTERNATIONAL	X101068726:01	06/19/2017	$3.14	RECTANGULAR RING SEAL
ighway	PACKER CITY INTERNATIONAL	X101068724:01	06/20/2017	$610.11	EXHAUST MANIFOLDS, RING SEAL
ighway	PACKER CITY INTERNATIONAL	X101068772:01	06/20/2017	$313.41	HVAC THERMISTOR KITS
ighway	PACKER CITY INTERNATIONAL	X101068793:01	06/20/2017	$45.66	RADIATOR CLAMPS
ighway	PACKER CITY INTERNATIONAL	X101068793:02	06/20/2017	$45.66	RADIATOR CLAMPS
				$602,986.40	
Human Resources.Benefits					
uman	CARE PLUS DENTAL PLANS INC	29684	06/30/2017	$18,968.81	HR - Dental Premiums 08/2017
uman	STANDARD INSURANCE CO	751236 07/2017	07/01/2017	$4,271.25	HR - STD Admin Fees 07/2017
uman	STANDARD INSURANCE CO	751235 07/2017	07/01/2017	$23,335.96	HR - LTD & FML Admin Fees 07/2017
uman	UMR	76010143SL 07/17	07/01/2017	$43,408.89	HR - Stop Loss 07/2017
uman	UNITEDHEALTHCARE SPECIALTY BENEI	303744 07/2017	07/01/2017	$6,549.84	HR - Critical Illness & Accident 07/2017

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
Human	DELTA DENTAL OF WISCONSIN	06/29 - 07/05/17	07/05/2017	$28,355.98	HR - Dental Claims
Human	DELTA DENTAL OF WISCONSIN	07/06 - 07/12/17	07/10/2017	$8,584.40	HR - Dental Claims
Human	UMR	76010143 07/2017	07/01/2017	$55,395.51	HR - Medical Admin Fees 07/2017
Human	INTERNAL REVENUE SERVICE	396005671 720 17	07/20/2017	$7,720.73	HR - Form 720 PCORI Fees 2017
				$196,591.37	
Library					
Library	BAKER & TAYLOR INC	B54982670	07/14/2017	$47.64	Book Bill
Library	OVERDRIVE	0669-17373818303	07/17/2017	$62.99	Book Bill
Library	BAKER & TAYLOR INC	B54345090	07/17/2017	$91.00	Book Bill
Library	BAKER & TAYLOR INC	B55631740	07/21/2017	$82.76	Book Bill
Library	BAKER & TAYLOR INC	2033017785	07/18/2017	$289.78	Book Bill
Library	BAKER & TAYLOR INC	2033001370	07/20/2017	$1,642.72	Book Bill
Library	BAKER & TAYLOR INC	2033034453	07/20/2017	$423.08	Book Bill
Library	BAKER & TAYLOR INC	2033005708	07/10/2017	$699.02	Book Bill
Library	OVERDRIVE	0669-17322251307	07/11/2017	$3,091.54	Book Bill
Library	BAKER & TAYLOR INC	2033005968	07/12/2017	$472.48	Book Bill
Library	BAKER & TAYLOR INC	2032965464	06/30/2017	$1,907.16	Book Bill
Library	BAKER & TAYLOR INC	2032966184	07/03/2017	$829.62	Book Bill
Library	BAKER & TAYLOR INC	2032987821	07/05/2017	$526.21	Book Bill
Library	BAKER & TAYLOR INC	2032987823	07/05/2017	$519.50	Book Bill
Library	BAKER & TAYLOR INC	B54083920	07/05/2017	$450.33	Book Bill
Library	BAKER & TAYLOR INC	2033002069	07/10/2017	$751.30	Book Bill
Library	BAKER & TAYLOR INC	2032957836	07/06/2017	$2,297.88	Book Bill
Library	BAKER & TAYLOR INC	2033005647	07/10/2017	$429.41	Book Bill
Library	BAKER & TAYLOR INC	2032983533	07/03/2017	$47.12	Book Bill
Library	BAKER & TAYLOR INC	2032990909	07/03/2017	$414.23	Book Bill
Library	BAKER & TAYLOR INC	0002982659	07/05/2017	($67.15)	Book Bill
Library	BAKER & TAYLOR INC	2032969632	07/05/2017	$1,003.42	Book Bill
Library	BAKER & TAYLOR INC	B54344710	07/07/2017	$55.13	Book Bill
Library	BAKER & TAYLOR INC	2033002067	07/10/2017	$302.28	Book Bill
Library	BAKER & TAYLOR INC	2033017786	07/18/2017	$138.55	Book Bill
Library	BAKER & TAYLOR INC	2033017787	07/18/2017	$103.90	Book Bill
Library	BAKER & TAYLOR INC	B55299490	07/18/2017	$853.01	Book Bill
Library	BAKER & TAYLOR INC	0002987395	07/11/2017	($15.12)	Book Bill
Library	BAKER & TAYLOR INC	2032983529	07/11/2017	$1,751.74	Book Bill
Library	BAKER & TAYLOR INC	B54609950	07/11/2017	$629.50	Book Bill
Library	BAKER & TAYLOR INC	B54831400	07/13/2017	$79.08	Book Bill
Library	BAKER & TAYLOR INC	5014628469	07/17/2017	$7.74	Book Bill
Library	BIBLIOTHECA LLC	SI0028658-US	06/23/2017	$8,002.50	selfCheck 500D - bibliotheca
Library	BAKER & TAYLOR INC	B55632110	07/21/2017	$55.16	Book Bill

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
ibrary	BAKER & TAYLOR INC	2033022217	07/17/2017	$951.68	Book Bill
ibrary	BAKER & TAYLOR INC	2033001373	07/18/2017	$1,818.94	Book Bill
ibrary	BAKER & TAYLOR INC	2033031723	07/20/2017	$419.91	Book Bill
ibrary	BAKER & TAYLOR INC	2032986971	06/29/2017	$516.38	Book Bill
ibrary	BAKER & TAYLOR INC	2032989183	06/30/2017	$357.35	Book Bill
ibrary	BAKER & TAYLOR INC	2032987822	07/05/2017	$184.49	Book Bill
ibrary	BAKER & TAYLOR INC	2032988678	07/05/2017	$474.93	Book Bill
ibrary	BAKER & TAYLOR INC	2033000836	07/06/2017	$593.44	Book Bill
ibrary	BAKER & TAYLOR INC	2033002068	07/10/2017	$139.41	Book Bill
ibrary	BAKER & TAYLOR INC	B54439830	07/10/2017	$257.96	Book Bill
ibrary	DLM PARTNERSHIP LLP	080117	07/13/2017	$6,452.56	East - August 2017 rent
ibrary	WISCONSIN PUBLIC SERVICE	2147733357-00000	06/23/2017	$13,457.51	Electric & Gas 06/17
ibrary	GREEN BAY WATER UTILITY	00022716-01 0617	06/29/2017	$72.96	SW - water
ibrary	BAKER & TAYLOR INC	2032973730	06/28/2017	$358.28	Book Bill
ibrary	BAKER & TAYLOR INC	2032986331	06/28/2017	$606.30	Book Bill
ibrary	BAKER & TAYLOR INC	2032953444	06/29/2017	$740.30	Book Bill
ibrary	BAKER & TAYLOR INC	2032976795	06/29/2017	$115.39	Book Bill
ibrary	BAKER & TAYLOR INC	2032995816	07/05/2017	$784.66	Book Bill
ibrary	BAKER & TAYLOR INC	B53931530	07/05/2017	$20.00	Book Bill
ibrary	OVERDRIVE	0669-00005936003	07/17/2017	$27.99	Book Bill
ibrary	OVERDRIVE	0669-00012188004	07/17/2017	$83.99	Book Bill
ibrary	OVERDRIVE	0669-12401472006	07/17/2017	$2,246.40	Book Bill
ibrary	OVERDRIVE	0669-16595620003	07/17/2017	$1,435.87	Book Bill
ibrary	BAKER & TAYLOR INC	2033021788	07/17/2017	$1,347.11	Book Bill
ibrary	BAKER & TAYLOR INC	2032983794	07/11/2017	$946.09	Book Bill
ibrary	BAKER & TAYLOR INC	2032995835	07/11/2017	$121.74	Book Bill
ibrary	BAKER & TAYLOR INC	2033007920	07/11/2017	$324.23	Book Bill
				$62,831.38	
Medical Examiner					
ledical Examiner	AT&T	920Z41202206/17	06/28/2017	$14.02	AT&T June 2017
				$14.02	
Museum					
luseum	GREEN BAY WATER UTILITY	00002304-01 6/17	06/29/2017	$342.67	Sewer and Stormwater
luseum	GREEN BAY WATER UTILITY	00032047-01 6/17	06/29/2017	$54.00	Private Fireline
luseum	WISCONSIN PUBLIC SERVICE	2147736525-00000	06/23/2017	$5,468.35	Electric and Gas Bill
				$5,865.02	
Planning and Land					
lanning and Land	WI DEPT OF ADMINISTRATION	JULY2017SOLBERG	07/10/2017	$8,970.00	RLF STATE PYMT SOLBERG JULY17
lanning and Land	WI DEPT OF ADMINISTRATION	JULY2017RLF	07/10/2017	$57,312.82	RLF STATE PYMT JULY 2017

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
'lanning and Land	SHEFCHIKS ENERGY SERVICES	5321	07/18/2017	$8,033.00	CDBG Housing Project #352 Final Payment
'lanning and Land	RIPON AREA ROOFING AND SIDING LLC	Proj. #359	07/07/2017	$25,000.00	CDBG Housing Program Proj. #359 Final Payment
				$99,315.82	
Planning and Land.Zoning					
'lanning and Land.Zoning	WI DEPT OF SAFETY & PROFESSIONAL	2nd QTR 2017	07/11/2017	$6,000.00	Sanitary Permit Payments 2nd QTR 2017
				$6,000.00	
Port					
'ort	AMERICAN ASSOCIATION OF PORT	US 2018-3253	06/14/2017	$6,552.00	Port -Dues for Fiscal year 2018 (7/1/17-6/30/18)
'ort	WISCONSIN PUBLIC SERVICE	427168134-127 7f	06/26/2017	$32.41	Port -1400 N. Military Ave 5/24-6/23/17
'ort	LEONARD & FINCO	18236	06/30/2017	$1,705.33	Port -Public Relations thru 6/30/17
				$8,289.74	
Public Safety					
'ublic Safety	AT&T	920R71068007/17	07/01/2017	$1,644.74	PSC Admin Lines & Conv Radio Circuits (07/01/17-07/31/17)
'ublic Safety	SECURUS TECHNOLOGIES	159093	06/22/2017	$5,100.00	2017 PSC CAD Project- TraCS Interface
'ublic Safety	SECURUS TECHNOLOGIES	159089	06/22/2017	$3,600.00	2017 PSC CAD Project- Keyboard Navigation
'ublic Safety	ESRI	93301918	06/12/2017	$36,000.00	2017 PSC- CAD Project ArcGIS Enterprise Advanced (Four Licenses)
'ublic Safety	MOTOROLA SOLUTIONS INC	8230134820	07/01/2017	$14,660.16	PSC 2017 July- Premier CAD, RMS, MDC Maintenance
'ublic Safety	SECURUS TECHNOLOGIES	159092	06/22/2017	$4,800.00	2017 PSC CAD Project- Multiple Incident Screens
'ublic Safety	AT&T	414Z4561607934	06/28/2017	$2,646.36	PSC Wireless 911 Circuits (06/28/17 - 07/27/17)
'ublic Safety	WISCONSIN PUBLIC SERVICE	2147727901-00000	06/23/2017	$2,823.05	PSC Electricity for 8 Towers (05/24/17 to 06/22/17)
'ublic Safety	MOTOROLA SOLUTIONS INC	8230134005	05/26/2017	$14,660.16	PSC 2017 June- Premier CAD, RMS, MDC Maintenance
				$85,934.47	
Public Safety.Emergency Management					
'ublic Safety.Emergency	WISCONSIN PUBLIC SERVICE	2148944567-00000	06/26/2017	$184.68	EM Electricity for 6 Tower Sirens (05/25/17-06/23/17)
				$184.68	
Register of Deeds					

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
Register of Deeds	FIDLAR TECHNOLOGIES	0216902-IN	06/14/2017	$2,312.27	Laredo Usage May 2017
Register of Deeds	EXCEL BINDING INC	2891	05/30/2017	$11,110.20	Vitals Index preservation
Register of Deeds	FIDLAR TECHNOLOGIES	0819285-IN	06/20/2017	$2,750.00	Info Repl Serv 3rd qtr
				$16,172.47	
Resource Recovery					
Resource Recovery	OUTAGAMIE COUNTY TREASURER	706089 17f	07/05/2017	$2,430.00	P&RR -Deyo Disposal /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1105103 17f	07/05/2017	$7,918.32	P&RR -Blue Water Services /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1083207 17f	07/05/2017	$356.31	P&RR -Great American Disposal /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1041082 17f	07/05/2017	$2,159.73	P&RR -Village of Wrightstown /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	703451 17f	07/05/2017	$404,425.44	P&RR -Municipal Solid Waste /June
Resource Recovery	TRADEBE TREATMENT AND RECYCLING	4411075656	06/30/2017	$1,270.00	P&RR -Hazardous Waste disposal
Resource Recovery	LIZER LAWN CARE	69841AD	06/12/2017	$450.00	P&RR -Lawn mowing /April & May
Resource Recovery	FOTH INFRASTRUCTURE & ENVIRONME	52877 -a	06/19/2017	$3,293.30	P&RR -General Assistance thru 5/31/17
Resource Recovery	SPS ROOFING	98	06/02/2017	$10,582.07	P&RR -Shingle Recycling /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	706978 17f	07/05/2017	$842.05	P&RR -DePere Foundry /June
Resource Recovery	FOTH INFRASTRUCTURE & ENVIRONME	52877 -b	06/19/2017	$252.00	P&RR -MRF Tip Floor thru 5/31/17
Resource Recovery	FOTH INFRASTRUCTURE & ENVIRONME	52879	06/19/2017	$5,603.00	P&RR -ELF thru 5/31/17
Resource Recovery	LANDFILL REDUCTION & RECYLING INC	T9459	06/18/2017	$5,356.27	P&RR -Mixed C&D 6/12-6/16/17
Resource Recovery	TRADEBE TREATMENT AND RECYCLING	4411075086	06/28/2017	$15,436.74	P&RR -Hazardous materials disposal
Resource Recovery	GREAT AMERICAN DISPOSAL CO	063017	06/30/2017	$110,010.93	P&RR -Waste Hauling 6/15-6/30/17
Resource Recovery	OUTAGAMIE COUNTY TREASURER	706960 17f	07/05/2017	$297.54	P&RR -City Disposal /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1041091 17f	07/05/2017	$1,887.30	P&RR -Town of Pittsfield /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	744958 17f	07/05/2017	$2,324.97	P&RR -City of DePere /June
Resource Recovery	GREAT AMERICAN DISPOSAL CO	061417RC	06/14/2017	$9,570.55	P&RR - MRF to Outagamie 6/1-6/14/17
Resource Recovery	WISCONSIN PUBLIC SERVICE	2147735205-0	06/23/2017	$2,886.84	P&RR -All Resource Recovery 5/24-6/22/17
Resource Recovery	EWALD AUTO GROUP CORPORATE	10821	07/20/2017	$27,167.50	P&RR -2017 Dodge Ram 1500 /Ser#1C6RR7FT3HS821348
Resource Recovery	LANDFILL REDUCTION & RECYLING INC	T9510	06/25/2017	$8,257.53	P&RR -Mixed C&D 6/19-6/23/17
Resource Recovery	OUTAGAMIE COUNTY TREASURER	707102 17f	07/05/2017	$11,828.57	P&RR -Proctor & Gamble /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	715170 17f	07/05/2017	$14,285.33	P&RR -Fox River Fiber /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1135687 17f	07/05/2017	$1,944.00	P&RR -Omnova Solutions /June
Resource Recovery	OUTAGAMIE COUNTY TREASURER	1041074 17f	07/05/2017	$1,334.34	P&RR -Town of Wrightstown /June
Resource Recovery	LANDFILL REDUCTION & RECYLING INC	T9409	06/11/2017	$5,391.61	P&RR -Mixed C&D 6/5 - 6/9/17
Resource Recovery	GREAT AMERICAN DISPOSAL CO	061417	06/14/2017	$103,708.48	P&RR -Waste hauling 6/1-6/14/17
Resource Recovery	GREAT AMERICAN DISPOSAL CO	063017RC	06/30/2017	$10,614.61	P&RR -MRF to Outagamie 6/15-6/30/17

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
esource Recovery	OUTAGAMIE COUNTY TREASURER	713457 17f	07/03/2017	$2,839.32	P&RR -Going Garbage /June
esource Recovery	OUTAGAMIE COUNTY TREASURER	706100 17f	07/05/2017	$12,613.29	P&RR -Van's Waste /June
esource Recovery	OUTAGAMIE COUNTY TREASURER	1041066 17f	07/05/2017	$844.56	P&RR -Town of Holland /June
esource Recovery	OUTAGAMIE COUNTY TREASURER	756713 17f	07/05/2017	$729.27	P&RR -Village of Allouez /June
esource Recovery	OUTAGAMIE COUNTY TREASURER	1133032 17f	07/05/2017	$1,870.29	P&RR -Algoma Hardwoods /June
esource Recovery	LEONARD & FINCO	18254	06/30/2017	$1,160.58	P&RR -Public Relations thru 6/30/17
esource Recovery	FOTH INFRASTRUCTURE & ENVIRONME	52878	06/19/2017	$16,799.90	P&RR -SLF thru 5/31/17
esource Recovery	FOTH INFRASTRUCTURE & ENVIRONME	52880	06/19/2017	$2,962.00	P&RR -WLF thru 5/31/17
				$811,704.54	
SACWIS					
ACWIS	AMERICAN FOUNDATION COUNSELING	SAC-17-002174	06/01/2017	$9,242.64	0008004685
ACWIS	LUTHERAN SOCIAL SERVICES	SAC-17-002208	06/01/2017	$11,161.20	0008035885
ACWIS	RAWHIDE, INC.	SAC-17-002217	06/01/2017	$21,708.60	0008011092
ACWIS	FAMILY SERVICES OF NE WISCONSIN IN	SAC-17-002192	06/01/2017	$42,801.63	0008020562
ACWIS	OCONOMOWOC DEVELOPMENT	SAC-17-002212	06/01/2017	$13,180.20	0008019479
ACWIS	CHOICES TO CHANGE INC	SAC-17-002182	06/14/2017	$22,149.60	0008020701
ACWIS	LAD LAKE INC	SAC-17-002205	06/01/2017	$10,685.40	0008021013
ACWIS	DOXTATOR, GERALD	SAC-17-002186	06/01/2017	$5,350.00	0008022799
ACWIS	ADVOCATES HEALTHY TRANS LIVING	SAC-17-002284	06/01/2017	$10,882.96	0008038182
				$147,162.23	
Sheriff					
heriff	WI LOCK & LOAD PRISONER TRANSPOF	PT17-420	06/30/2017	$2,250.00	SHF/SS-EXTRADITION-WA (DL) 6/28/17
heriff	WI LOCK & LOAD PRISONER TRANSPOF	PT17-428	07/01/2017	$54,012.00	SHF/SS-8/2017 PRISONER TRANSPORTS
heriff	GREEN BAY WATER UTILITY	00038881-00 6/17	06/29/2017	$87.00	SHF/JAIL- WATER UTILITIES-FIRELINES
heriff	OUTAGAMIE COUNTY TREASURER	114681	06/27/2017	$49,549.86	SHF/JAIL-PRISONER BOARDING 5/2017
heriff	KWIK TRIP INC	00275464 6/17	07/02/2017	$12,325.61	SHF-6/2017 FUEL SERVICES
heriff	ARAMARK SERVICES LLC	200558200-000292	06/28/2017	$493.50	SHF/JAIL-MILK SALES 6/2017
heriff	ARAMARK SERVICES LLC	200558200-000294	06/28/2017	$77,978.21	SHF/JAIL-6/2017 MEAL SERVICES
heriff	WI LOCK & LOAD PRISONER TRANSPOF	PT17-444	05/24/2017	$225.00	SHF/SS-OUSO TRANSPORTS 5/24/17
heriff	WI LOCK & LOAD PRISONER TRANSPOF	PT17-219	04/10/2017	$225.00	SHF/SS-OUSO TRANSPORTS 4/10/17
heriff	ARAMARK SERVICES LLC	200558200-000289	06/28/2017	$6,179.08	SHF/JAIL-LAUNDRY SERVICES 6/2017
heriff	ARAMARK SERVICES LLC	200558200-000291	06/28/2017	$75.00	SHF/JAIL-PONI STUDY EXPENSES 6/28-30, 2017

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Department	Vendor	Invoice Number	Invoice Date	Amount	Description
heriff	GREEN BAY WATER UTILITY	00036682-02 6/17	06/29/2017	$11,337.60	SHF/JAIL-WATER UTILITIES 5/15-6/15/17
heriff	WISCONSIN PUBLIC SERVICE	2147729244-00000	06/23/2017	$43,335.78	SHF & JAIL-UTILITIES 5/24-6/22/17
heriff	ALCOHOL MONITORING SYSTEMS INC	138899	06/30/2017	$17,181.54	SHF/JAIL-6/2017 EMP MONITORING
heriff	ARAMARK SERVICES LLC	200558200-000290	06/28/2017	$200.00	SHF/PROF STDS-6/2017 TEEN ACADEMY EXP
heriff	WI LOCK & LOAD PRISONER TRANSPOF	PT17-445	06/29/2017	$225.00	SHF/SS-OUSO TRANSPORTS 6/29/17
heriff	GREEN BAY WATER UTILITY	00038880-00 6/17	06/29/2017	$87.00	SHF/JAIL- WATER UTILITIES-FIRELINES
heriff	SHAWANO COUNTY	13117	07/06/2017	$13,756.37	SHF/JAIL-6/2017 PRISONER BOARDING
				$289,523.55	
Syble Hopp					
yble Hopp	WISCONSIN PUBLIC SERVICE	2152040743-00000	06/29/2017	$5,251.49	SHS June Electric Usage
yble Hopp	MODERN BUSINESS MACHINES	IN205782	07/05/2017	$750.03	Contract Meter Charge 4/1-6/30/2017
				$6,001.52	
Treasurer					
reasurer	WI DEPT OF ADMINISTRATION	2QTR2017	07/11/2017	$93,411.42	TREAS - 2nd Quarter 2017 Probate & Vital Records
reasurer	CITY OF GREEN BAY	SpecialsJUNE2017	07/07/2017	$43,389.11	TREAS- SPECIAL ASSESSMENTS
reasurer	WISCONSIN STATE COURT FINES	STCourtFeesJUNE	07/11/2017	$339,991.76	TREAS - WI State Court Fees
reasurer	WI DEPT OF ADMINISTRATION	June2017TREAS	07/11/2017	$25,060.00	TREAS - June Land Information Program
reasurer	LIZER LAWN CARE	70405AD	06/13/2017	$1,890.50	TREAS - Tax Deed Lawn Mowing
reasurer	WI DEPT OF REVENUE	RealEstJUN2017	07/12/2017	$285,190.80	TREAS - Real Estate Transfer Fees
reasurer	TREAS VILLAGE OF HOBART	HB-855-3	07/11/2017	$27,100.37	TREAS - TAX SALE PROCEEDS
reasurer	TREAS VILLAGE OF HOWARD	VH-654	07/11/2017	$6,655.36	TREAS - TAX SALE PROCEEDS
				$822,689.32	
Vendor Payment Services					
endor Payment Services	MYSTIC MEADOWS LLC	AVA-2017-001074	06/30/2017	$22,596.00	Mystic Meadows LLC-7/5/2017-
endor Payment Services	ST VINCENT HOSPITAL	AVA-2017-001076	04/30/2017	$26,923.38	St. Vincent Hospital-7/5/2017-
endor Payment Services	ST VINCENT HOSPITAL	AVA-2017-001138	05/31/2017	$9,169.20	St. Vincent Hospital-7/18/2017-
endor Payment Services	PRODUCTIVE LIVING SYSTEMS INC	AVA-2017-001139	06/30/2017	$14,314.80	Productive Living Systems Inc.-7/18/2017-
endor Payment Services	INFINITY CARE INC	AVA-2017-001108	06/30/2017	$5,613.30	Infinity Care-7/11/2017-
endor Payment Services	ST VINCENT HOSPITAL	AVA-2017-001110	02/28/2017	$10,121.58	St. Vincent Hospital-7/11/2017-
endor Payment Services	ADVOCATES EXTENSION LLC	AVA-2017-001129	04/30/2017	$14,452.60	Advocates Extension LLC-7/11/2017-
endor Payment Services	VILLA HOPE	AVA-2017-001180	06/30/2017	$23,292.36	Villa Hope-7/25/2017-

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July 1, 2017 - July 31, 2017

Department	Vendor	Invoice Number	Invoice Date	Amount	Description
endor Payment Services	FAMILY SERVICES OF NE WISCONSIN IN	AVA-2017-001181	06/30/2017	$22,971.29	Family Services of Northeastern WI Inc-7/25/2017-
endor Payment Services	INNOVATIVE SERVICES INC	AVA-2017-001182	06/30/2017	$3,956.00	Innovative Services Inc-7/25/2017-
endor Payment Services	COMPASS DEVELOPMENT LLC	AVA-2017-001113	06/30/2017	$5,052.90	Compass Development-7/11/2017-
endor Payment Services	TREMPEALEAU COUNTY	AVA-2017-001179	06/30/2017	$15,555.30	Trempealeau County Health Care Center-7/25/2017-
endor Payment Services	LUTHERAN SOCIAL SERVICES	AVA-2017-001184	06/30/2017	$31,766.20	Lutheran Social Services-7/25/2017-
endor Payment Services	PATHWAYS TREATMENT LLC	AVA-2017-001186	06/30/2017	$12,540.00	Pathways Treatment LLC-7/25/2017-
endor Payment Services	GREENFIELD REHABILITATION AGENCY	VPS-17-000503	09/30/2016	$61.20	GREENFIELDRH 07/20/2017
endor Payment Services	ASPIRO INC	AVA-2017-001134	05/31/2017	$1,746.80	ASPIRO-7/18/2017-
endor Payment Services	FAMILY TRAINING PROGRAM INC	AVA-2017-001145	07/10/2017	$22,120.00	Family Training Program-7/18/2017-
endor Payment Services	IMPROVED LIVING SERVICES LLC	AVA-2017-001150	06/30/2017	$6,829.20	Improved Living Services LLC-7/18/2017-
endor Payment Services	CURATIVE CONNECTIONS INC	AVA-2017-001159	06/01/2017	$11,981.52	Curative Connections Inc.-7/18/2017-
endor Payment Services	ANNAS HEALTHCARE INC	AVA-2017-001069	06/30/2017	$7,134.30	Anna's Healthcare Inc.-7/5/2017-
endor Payment Services	JACKIE NITSCHKE CENTER INC	AVA-2017-001078	06/22/2017	$6,720.00	Jackie Nitschke Center Inc.-7/5/2017-
endor Payment Services	OPTIONS COUNSELING SERVICES (KOII	AVA-2017-001094	06/30/2017	$5,160.00	Options Counseling Services (Koinonia)-7/5/2017-
endor Payment Services	BELLIN PSYCHIATRIC CENTER	AVA-2017-001072	06/15/2017	$11,639.35	Bellin Psychiatric Center-7/5/2017-
endor Payment Services	PNUMA HEALTH CARE INC	AVA-2017-001077	06/30/2017	$5,460.00	PNUMA Health Care Inc.-7/5/2017-
endor Payment Services	WILLOW CREEK BEHAVIORAL HEALTH	AVA-2017-001086	06/28/2017	$12,375.00	Willow Creek Behavioral Health (SBH)-7/5/2017-
endor Payment Services	ADAMS L ADULT FAMILY HOME	AVA-2017-001098	06/30/2017	$7,600.50	Adams Lloyd Adult Family Home-7/11/2017-
endor Payment Services	VILLA HOPE	AVA-2017-001144	05/31/2017	$65,560.32	Villa Hope-7/18/2017-
endor Payment Services	INNOVATIVE SERVICES INC	AVA-2017-001151	06/30/2017	$34,896.05	Innovative Services Inc-7/18/2017-
endor Payment Services	MACHT VILLAGE PROGRAMS INC	AVA-2017-001153	06/30/2017	$32,316.43	Macht Village Programs Inc.-7/18/2017-
endor Payment Services	BOLL ADULT CARE CONCEPTS INC	AVA-2017-001105	06/30/2017	$38,638.52	Boll Adult Care Concepts Inc.-7/11/2017-
endor Payment Services	HOMES FOR INDEPENDENT	AVA-2017-001107	06/30/2017	$10,858.40	Homes for Independent Living of WI LLC-7/11/2017-
endor Payment Services	FAMILY SERVICES OF NE WISCONSIN IN	AVA-2017-001114	06/30/2017	$8,415.75	Family Services of Northeastern WI Inc-7/11/2017-
endor Payment Services	VILLA HOPE	AVA-2017-001081	04/30/2017	$8,315.65	Villa Hope-7/5/2017-
endor Payment Services	GREENFIELD REHABILITATION AGENCY	VPS-17-000504	10/31/2016	$183.60	GREENFIELDRH 07/20/2017
endor Payment Services	GREENFIELD REHABILITATION AGENCY	VPS-17-000505	11/30/2016	($81.60)	GREENFIELDRH 07/20/2017
endor Payment Services	GREENFIELD REHABILITATION AGENCY	VPS-17-000506	12/31/2016	$4.00	GREENFIELDRH 07/20/2017

BROWN COUNTY PAYMENTS OVER $5,000
July 1, 2017 - July 31, 2017

Department	Vendor	Invoice Number	Invoice Date	Amount	Description
'endor Payment Services	ADVOCATES EXTENSION LLC	VPS-17-000507	03/31/2017	$1,088.00	ADVOCATESLLC 07/20/2017
'endor Payment Services	BROTOLOC CORPORATION	AVA-2017-001131	06/30/2017	$38,529.60	Brotoloc Healthcare Systems Inc.-7/18/2017-
'endor Payment Services	ST VINCENT HOSPITAL	AVA-2017-001174	07/17/2017	$9,318.40	St. Vincent Hospital-7/25/2017-
'endor Payment Services	WI DEPT OF CORRECTIONS	AVA-2017-001118	07/06/2017	$12,556.00	Wisconsin Department of Corrections-7/11/2017-
'endor Payment Services	PATHWAYS TREATMENT LLC	AVA-2017-001120	05/30/2017	$19,228.00	Pathways Treatment LLC-7/11/2017-
'endor Payment Services	CURO CARE LLC	AVA-2017-001101	06/30/2017	$10,969.20	Curo Care LLC-7/11/2017-
'endor Payment Services	ACCEPTIONAL MINDS LLC	AVA-2017-001146	07/14/2017	$6,585.61	Acceptional Minds LLC-7/18/2017-
'endor Payment Services	FAMILY SERVICES OF NE WISCONSIN IN	AVA-2017-001148	06/30/2017	$19,588.11	Family Services of Northeastern WI Inc-7/18/2017-
'endor Payment Services	GREENFIELD REHABILITATION AGENCY	AVA-2017-001149	06/09/2017	$26,783.08	Greenfield Rehabilitation (RRI)-7/18/2017-
'endor Payment Services	ADVOCATES EXTENSION LLC	AVA-2017-001165	04/30/2017	$22,291.17	Advocates Extension LLC-7/18/2017-
				$683,197.07	
Zoo					
oo	WISCONSIN PUBLIC SERVICE	2147731713-00000	06/23/2017	$7,145.86	ZOO - UTILITIES ELECTRIC/GAS
				$7,145.86	
			AP Grand Total	**$8,545,443.39**	

Bank Account	Type	Number	Payment Date	Source	Payee	Amount
'ayroll Payroll Account	EFT	206937	07/07/17	Payroll	PAREEK, YOGESH C	$6,571.43
'ayroll Payroll Account	EFT	208577	07/21/17	Payroll	EGGENER, BRIAN J	$5,786.01
'ayroll Payroll Account	EFT	208669	07/21/17	Payroll	PAREEK, YOGESH C	$6,033.14
				Payroll Grand Total		**$18,390.58**