

## PROCEEDINGS OF THE BROWN COUNTY EXECUTIVE COMMITTEE

Pursuant to Section 18.94 Wis. Stats., a regular meeting of the **Brown County Executive Committee** was held on Monday, June 11, 2012 in Room 200 of the Northern Building – 305 East Walnut Street, Green Bay, Wisconsin

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**Present:** Pat Buckley, Bernie Erickson, Pat Evans, Steve Fewell, Tom Lund, Pat Moynihan, Pat Wetzel

**Also Present:** Executive Troy Streckenbach, Supervisors Haefs, Schuller, Hopp, Steffen, Hoyer, Kaster, Landwehr, Van Dyck. Lynn Vanden Langenberg, Bret Miller, Kristen Hooker, Karl Fleury, Brian Lamers, Fred Mohr, Other Interested Parties, Media.

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I. **Call Meeting to Order:**

The meeting was called to order by Chairman Tom Lund at 6:00 p.m.

II. **Approve/Modify Agenda:**

Erickson requested to modify the agenda to move items #6 and #7 after #10, Moynihan requested to move item #21 after item #1.

**Motion made by Supervisor Erickson, seconded by Supervisor Evans to approve agenda as modified.**

**Ayes: 6 (Erickson, Evans, Fewell, Lund, Moynihan, Wetzel);**

**Nay: 1 (Buckley).**

**MOTION APPROVED 6 to 1**

III. **Approve/modify minutes of May 7, 2012, Special May 9, 2012 and Joint Executive Committee and Education & Recreation Committee May 22, 2012.**

Moynihan informed that the May 9<sup>th</sup> minutes should reflect that Supervisors Robinson and Landwehr were in attendance.

**Motion made by Supervisor Moynihan, seconded by Supervisor Evans to approve with the corrections. MOTION UNANIMOUSLY APPROVED**

### Appointments

1. **Appointment of Supervisor Sieber, Supervisor Buckley and County Board Chairman Moynihan to Facility Master Plan Subcommittee.**

**Motion made by Supervisor Wetzel, seconded by Supervisor Evans to approve. MOTION UNANIMOUSLY APPROVED**

*Although shown in proper format here item #21 was taken at this time.*

### Communications

2. **Communication from Supervisor Robinson re: Request that the County Board (1) hold a special visioning session or series of visioning sessions and (2) consider putting together a Master Plan to guide the work of County Government. *Referred from May County Board.***

Robinson referred to two points:

1. The County Board had a lot of big decisions coming up and it seemed to do them some good in terms of how they make those decisions and the direction they set in the immediate future for the county to take some time away from some of the minutia of government and to look at the big picture, give a context for making decisions. He informed that there were a lot of organizations in the community that were in the process of doing this. The County Board needed to get their own house in order about where they think the community needs to be going.
2. Putting together a master plan. The Planning Department was putting together/reworking a comprehensive plan for the community which dealt mainly with the physical parts of the county. A master plan would encompass all from public safety to human services. It would allow them to work better, in sync with county staff, in all the different areas of county government.

Erickson responded that they had committees for this and when something major came up they had presentations and/or special meetings to involve public and supervisors. Whether supervisors had chosen to attend that remained open. He hoped that supervisors would attend meetings that encompassed decisions that were coming up rather than bring it up on the County Board floor to gather their info. These things were in place but people had to be dedicated to go to meetings, he believed everyone should be informed. He believed they never left supervisors or the public uninformed on anything that had come up. He attended meetings that had gone on for hours and believed they had never left stones unturned.

Moynihan informed that he had spoken with Robinson on this and liked the idea. He could see opening to the public on a Saturday morning to get public thoughts and direction on certain items.

Wetzel stated he got it. He felt the way the county handled things was reactionary. He liked the idea of being pro-active. He would like to get out in front of a lot of things and solicit feedback. Felt it was a good idea but questioned how they would put this in action. Robinson felt the first thing they would do was get a smaller group of folks together to put together a proposal for a visioning session. The focus would be on we as a County Board looking over the next year, what were the priorities, how they interact with each other, how to spend on one thing effect not spending on another across the committees, to look at some bigger picture items? Get a group of three or four, maybe in conjunction with the Planning Department and/or someone from the Wisconsin Counties Association as a facilitator. One of the questions he would have, do they want to put together a master plan process for the county as part of looking ahead. If they did go in that direction then go into a more detailed process similar to what the Planning Commission was doing, more broad-based with the community, supervisors, committees, board members, etc. It started with trying to put a proposal together for that visioning session and then take the proposal to the full board for approval. Wetzel responded that he liked the idea of setting goals and benchmarking what they were actually doing. He hoped it gained traction.

Buckley informed that he liked the idea, it was similar to the listening sessions he held in his area. People liked to come. It was an informal process that allowed people to talk about what was concerning them. The outcome to set some goals to work on over time could measure how successful they had been.

Erickson felt they had something similar to this, a 5-years plan that they reviewed in September/October at Executive Committee which then was passed on to the full board. It encompassed all their spending. Erickson felt that supervisors can discuss outside a committee meeting but once it went to committee the committee would still look the whole thing over.

Erickson stated when there were large topics he would go out and do his homework, he didn't rely on what they received right at the meetings, and he was having meetings on his own. You can't make big decision, spending millions without getting all the info. He felt informational meetings were appropriate for big topics but didn't know how this would come together. He believed after a couple of these meetings people would unlikely attend because he felt the meetings won't hold a lot of water going back to the committee or even to the board where it would be discussed again. Buckley stated he'd be disappointed if supervisors and a large part of the public came together to talk about an item and then the committees was close minded. He wanted the listening session to basically listen and not get into the intricate parts. Erickson felt that would be a good idea, a general subject held at the library.

Evans felt it was a good idea but the county had kaizen events and LEAN management which was all part of this and felt they would then be wasting their time. Streckenbach believed Robinson's suggestion was a broad-based discussion on how it interjected with the comprehensive plan, have a retreat discussion and setting guidelines and objectives. He felt there was always a good opportunity to have open dialog and discussion about the priorities of this communities especially noting challenging times and facing budgetary constraints and then justify what they want to move next whether it be renovations or core mandated services that they need to look at due to the states reduction of shared revenue, the county will eventually have to pick up that tab. The question was as you look at funding one, how do you not fund the other. He felt a lot of the departments had been engaged in these types of strategic plans, some better than others. Evans furthered that he was in support but his point was that they had to keep mind the complexities of county government. They have a psych hospital, a highway department, a sheriff's department, and area that dealt with child abuse. They were one entity but within that one entity there were so many different lines of business happening and felt it was complex. They could start breaking it down but a lot of what they do was mandate. If they wanted to talk about a master plan, visioning sessions, who were they looking to have involved, employees, supervisors, the community? Robinson responded that the level of involvement by the different entities would depend on how much time they wanted to give the process. The key to this was the preparation. He agreed with Erickson that a lot of the preparation would come at committee level. However, wouldn't it be efficient to come up with the same measure that they agree on ahead of time so when the issues come before a committee they won't be talking apples and oranges they can take advantage of having a common conversation about where they want to head and where those measures were.

*Supervisor Fewell arrived at 6:26pm*

Wetzel stated that since they didn't seem to have any direction on how to get this started he suggested a motion to hold. He informed that he had been doing some strategic planning with a National Group of County Administrators and stated he would volunteer his time to do some research on who had done this and how they got started, etc.

Fewell informed that Human Services Board had a meeting in June, invited the public to come and share what they felt the budget priorities should be for next year's budget, and then the Human Services Board made recommendation to the County Executive. Fewell didn't have a problem with listening sessions but agreed with some of Erickson's concerns. The problem that comes up at budget time was when they spent money on something that never went through committee. Those to him were travesties in the budget process and he didn't know how to avoid.

Evans felt the point needed to be made when talking about visioning session they were different

than informational or listening session. Also, there were such things as walking quorums, quorums, and open meetings law violations that they had to be aware of.

Streckenbach participated in and saw the results of the life study, envisioning session, and stated it was very clear that the public was looking for government to act more collaborate, more reasonable and to start to have a long term plan about how it's going to address its community needs. One of the ways he felt could be developed out of a visioning session was the county taking a leadership role in making goals and gave examples on being duplications in services throughout the county and throughout other municipalities.

Robinson's ultimate core goal in this was that the supervisors had a big picture conversation about what the priorities are moving forward. It could be a short process with supervisors or a more extensive with listening opportunities with the public. The core ideas that they set a vision for the community that they can fulfill in their own government. They can't do everything but can do their part of it.

**Motion made by Supervisor Wetzel, seconded by Supervisor Erickson to hold for one month to bring back additional information. MOTION UNANIMOUSLY APPROVED**

3. **Communication from Supervisor Hopp re: Engage in discussion, formulation, and negotiation with the City of Green Bay to provide County Employees a reduced rate annual parking permit, to be utilized in the downtown Green Bay parking ramps upper levels. *Ref from May Cty Bd.***

Hopp provided handouts (attached) and informed that downtown employees were the only county employees that had to pay for parking. Hopp briefly went through the handout with the committee. He was looking for a referral to HR staff/Benefits Coordinator to in turn work with the City of Green Bay's Public Works to work out the details of this. He informed that he had already spoken with the Mayor as well as several Aldermen who were in favor of this and willing to work with the county to establish something to benefit county employees.

Fewell appreciated Hopp for bringing this forward. He believed the City of Green Bay cut deals to all the major employers' downtown except for county employees and the county was one of the larger employers. He felt the City of Green Bay needed to step up and be faithful and work with the county on this. Hopp stated in their defense every discussion he had from the city level they were willing to do that. Fewell felt this was a long overdue.

Buckley felt before staff spent a lot of time on this, he felt the city needed to be up front with what they were willing to do. In the past couple years there had been talks, in which he had been in attendance, with the city regarding parking and they had been very unsuccessful on many different levels. Hopp reiterated that he had received commitments from the Mayor and Alderpersons and received assurances that something was do-able.

Fewell informed that they had tried to work with the Mayor to get the Sheriff a reduction in parking so they wouldn't have to move the Sheriff and he wouldn't. He felt until the Mayor does say something Buckley was probably accurate. Hopp stated they won't approach the county so someone had to put their foot forward.

Lund stated this was the only time he had seen this come forward officially in 10 years and felt it was better that they had this proposal, this way the city can't say that they hadn't been approached. It's more official.

Schuller questioned if it made more sense to refer this to Facilities/Public Work Director.

Fred Mohr informed that they had approached the city for parking every other year for at least 10 years. The city told people publicly they would be interested but when you talk to them directly they say no. When APAC moved downtown and they offered a discount to those employees the county made a rush on behalf of their employees and they received a flat no.

Erickson felt it was a good idea.

Hopp felt it was disheartening the oil and water mix between the city and county, etc. We are all here to represent the taxpayers and to do that in the most efficient manner possible. This is a simple opportunity to work together to help out county employees and there is no reason this couldn't be done. It's time to move forward. He's willing to go with the county department to hold the individuals accountable for what they had told him behind closed doors and to make sure they get something hammered out. If that doesn't work he may have to take another route and speak with the alderpersons to get something through.

**Motion made by Supervisor Fewell, seconded by Supervisor Buckley to refer to staff. Vote taken. MOTION UNANIMOUSLY APPROVED**

4. **Communication from Supervisor Steffen re: Term-limits for Brown County Supervisors. Referred from May County Board.**

**Motion made by Supervisor Evans, seconded by Supervisor Moynihan to hold items #4 and #5 for one month. Nay Erickson. MOTION UNANIMOUSLY APPROVED**

5. **Communication from Supervisor Steffen re: Nomination signature threshold for candidates seeking the office of County Supervisor to lower to 50 and 100 signatures. Referred from May County Board. See item 4's motion.**

*Item # 8 was taken at this time.*

6. **Communication from Supervisor Steffen re: Eliminating access to health and dental insurance by Brown County Supervisors. Referred from May County Board.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Fewell to receive and place on file. Vote taken. MOTION UNANIMOUSLY APPROVED**

7. **Communication from Supervisor Van Dyck re: Supervisor Health Insurance and Dental Insurance (see handout attached).**

Van Dyck disagreed with Evans, he felt intent and perception were extremely important. It seemed clear to him that there was intent of the veto, intent of fail of override and there was a perception from the greater community that this was put to bed six months ago. Why nothing came up in six months regarding losing of benefits, seemed odd to him. Going back to Kaster's comment, he felt it was a simple question of there was a discrepancy, there was no funding but yet it was left in the budget. They needed to decide to fund it or take it out of the budget so they had consistency one way or another. He did agree that those supervisors that did have the benefits deserved an answer as to whether they were paying 100% because it was no longer available or whether it would be funded and at what percentage. That decision needed to be made tonight and at the board meeting so it was done.

Fewell informed that there were probably 15-20 motions made to eliminate benefits. The reality was whatever vote they took it needed two thirds vote and that was why they never could get there. He questioned if it was going to take a two thirds vote to remove this benefit? Lund stated it passed at 50/55 and then it was unfunded by the veto. Evans reiterated that he would like to see what the law was; he would like to get the factual information. They had intent and they had perception.

Erickson stated they budget a lot of things at budget and then they end up unfunded at the end of the year. You will find that out when sitting on committee, there will be shortages and they will have to pass those, they had to be paid. Those were the same as something that was unfunded. They had to deal with it. It came out the general fund or it balanced out somewhere.

Further discussions ensued with what happened at the time of the budget, Kaster stated it was treated as part of their salary. Was it compensation, was it salary, and was it two different things? They did not treat it as two different things at budget or otherwise they just needed a simple majority. So which one was the right one and that is what they needed to decide first. They cannot change their salary; they could change it for the next board. Fewell believed they needed two thirds to change the compensation, not two thirds to add money to the budget, which was the problem.

Moynihan felt the stipend was more than enough, utilize the stipend to purchase these items on their own and not have the taxpayers flip the bill. It was Evans personal opinion that supervisors were being devalued and they were taking away the respect the position held. He'd have no problem with there being no pay and suggested setting the salary at \$1 a month at budget.

Buckley informed that he was in support of the motion.

**Motion made by Supervisor Moynihan, seconded by Supervisor Fewell to terminate supervisor health, dental, vision and life benefits.**

**Ayes: 5 (Lund, Moynihan, Buckley, Fewell, Wetzel); Nays: 2 (Evans, Erickson).**

**MOTION PASSED.**

*Items 11 & 28 were taken at this time*

**8. Communication from Supervisor Hoyer re: Resolution expressing the Brown County Board of Supervisor's support for locating the Medical College of Wisconsin in the Green Bay area.**

Hoyer explained that a number of organizations, municipalities, and city had all written letters of support for the Medical College of Wisconsin encouraging them to locate a satellite campus in Green Bay. Right now they were in communication with a number of different areas in Wisconsin. He felt Brown County would be an excellent opportunity for them as well as for Brown County. There was currently a physician's shortage in the area and to be a local area where medical students can learn and subsequently practice would be truly a benefit. He felt the financial and medical advantages of having this satellite campus would be wonderful as well. Hoyer proposed the Brown County Board put their support as well behind this resolution to be amongst those collected. He had been asked by one of his constituents to draft this on behalf of the City Development office.

Evans informed that he was in support. The county had tons of property by the CTC and the jail. Maybe they needed to talk with Brown County Facilities and the city and the county provided free land. Hoyer felt that was a wonderful opportunity however the goal at this point was to

allow them to make the commitment to the Green Bay area. Ultimately where they choose to locate is up to them.

Kaster stated he would be in support of a resolution that located the college in Brown County, not Green Bay. There were several municipalities in Brown County separate from Green Bay that were also looking at this medical college and they were not connected with Green Bay at all. Hoyer informed that his intent was not to eliminate anyone, this was the wordage used on all of the other resolutions that had been approved. Buckley felt the name Green Bay was more identifiable than Brown County. Streckenbach informed that he had sent a letter in support of this about a month ago, the Brown County area and the Greater Green Bay area.

**Motion made by Supervisor Moynihan, seconded by Supervisor Buckley to approve. Vote taken. MOTION UNANIMOUSLY APPROVED**

9. **Communications from Supervisor Haefs re:**
- a) **Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance, and**
  - b) **Request that the Brown County Board of Supervisors seek a Declaratory Judgment on the legality of supervisors buying health insurance for the 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy), and**
  - c) **Request the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance directly, and**
  - d) **Request that the Executive Committee send a motion to the County Board on whether or not board members can buy health insurance for 2012/2013 term under the terms, rates and conditions of the policy passed by the County Board at the Nov. 7, 2011 meeting (50%/55% policy).**

Haefs stated that there had been a lot of discussions over the actions that the County Board took last November and the veto of the money. Before he denied someone access to health insurance or allowed them to purchase he wanted to make sure that legally they were on firm ground. At the April meeting they stood and swore to uphold the laws of the State of Wisconsin and that's what he wanted to do. Over the last several months he had met with HR and asked for a letter telling the County Board what their decision was. HR referred to the former Corporation Counsel and he would not offer an opinion. The board received an opinion from Fred Mohr informing that State Statutes state that it was the right of the County Board to set compensation. Although the action taken at County Board was to unfund benefits, they were still eligible. Haefs wanted someone to tell a definitive reason and he felt a declaratory judgment was the way to go, have a judge tell them one way or the other. Haefs informed that he had gone to see a well-known firm that understood these issues. One of the attorneys he had talked to was a former County Board member, Haefs informed that he was a member of the board and needed legal guidance, not for his side, send him down the right path so he didn't break the law. He showed the motion from the November County Board and they were crystal clear that the County Board set the policy. At one time if you became a County Board Supervisor you automatically became an alderman. You not only qualified for insurance but they qualified for retirement, they eventually separated that. Years ago the State deemed that mayors and county executives could not use dollars in budgets to curry, favor or penalize things like this. Attorney Tom and TJ Parins looked at Mohr's opinion and stated it was spot on. They informed him that before they sign the papers for declaratory judgment he should go back to the county board and tell them it would be in the best interest of everyone to have a couple opinions go to a judge. The board could sign on with him or it would be best if they stated they

didn't know which way to go and they wanted to obey by the law. People don't know what to do and he wanted someone to tell him what his options were. He said the irony was no one was informed on insurance because they keep paying his bills, the insurance was in place. He felt a declaratory judgment would end it. He was informed that from a cost standpoint, unless someone put up much opposition the cost would run \$1,500-\$2,000. The reason he wasn't going to the Attorney General was he did not want another opinion. Haefs stated let's not pile up opinions.

The committee referred to Corporation Counsel Hooker's memo (attached) in which Ms. Hooker spoke in regard to it. The issue was what the amount of contribution was going to be. The answer as to whether or not the insurance had been offered under the resolution, it currently was. Whether it had logistically been offered, she couldn't answer that and referred to HR. Further discussion ensued with regard to case law and how the board could proceed such as an appropriated resolution or a reconsideration of the veto. She felt either would be upheld if challenged in a court of law because there weren't a lot of case laws to help guide the Board of Supervisors on this issue. She felt the board could allow a supervisor to spend the hiring an attorney and challenge what the board did in a declaratory action rather than spend the money to initiate the action. She believed it took a lot of time and cost a lot of money to get that decision from the court. Hooker stated a declaratory judgment could also be subject to an appeal. Lund added it was subject to citizen's appeal as well.

Erickson stated it had been a benefit offered and voted on every two years by the County Board as the salary and benefits to be given to County Supervisors in the next term. No one had ever voted anything for themselves because of the uncertainty of the elections. All the info that he had gained over the last few months was that that ruling stood. They had given a benefit and a salary which was stated in the County budget, the ruling by the State was that it would good for the next two years as they had intended it to be. Erickson informed that he did not take the insurance. He stated he was going to do what was right, to avoid discussion, he made the following motion:

**Motion made by Supervisor Erickson, seconded by Supervisor Evans to go with "a" and "b" and request a declaratory judgment on those and live with what comes back.**

**Ayes: 2 (Evans, Erickson); Nays: 5 (Fewell, Buckley, Wetzel, Moynihan, Lund).**

**MOTION FAILED.**

Evans felt this was more of a legal issue not a political issue. They were here to uphold the Constitution, State of Wisconsin, United States, etc. He felt some supervisors forgot that they had the three branches of government and they were their own entity and be cognizant of that and not let one branch roll over onto the other branch. And then people state the "intent" was, he could appreciate that, however he felt intent didn't mean anything. He felt they should talk about legality, rules, and the law. He felt what happened with the veto could have ramifications for the future and they had to remember that. He informed that he supported this legal issue and would like to see them move forward and do the declaratory judgment, he felt that was most appropriate.

Wetzel informed that there were several communications on the agenda and before they took any action he questioned if they could defer to Van Dyck who had a similar communication. Lund felt the communications from Steffen and Van Dyck didn't have any standing as it would go on to the next County Board, they cannot take away compensation from supervisors that rightly gained it. The compensation was set by the previous board and new members have to live with that until they set compensation again. Hooker responded that he was correct, if they went into



the broader issue of whether or not the actual rights to insurance can be taken away, they were getting closer to the definition of compensation. Buckley stated he begged to differ. The eight new supervisors had a stake in this; they were responsible for deciding if this went forward or not.

Fewell informed that they were told at budget time that the difference between compensation and benefits, benefits can be changed at any time, compensation cannot. They could eliminate benefits at any time, it was not part of the compensation of a County Supervisors pay. Haefs felt this was why they needed a declaratory judgment, these were opinions.

Van Dyck informed that the executive and attorney from the Counties Association agreed that one was benefits, one was compensation and it could be separated to deal with benefits. He understood this was all opinion but stated doesn't the County Board go back to Corporation Counsel on a continuous basis for their opinion and then make decisions based on that opinion? Were they setting a precedent that anytime they had a disagreement between attorneys that they were going to go for a declaratory judgment on every decision going forward? He felt they needed to make a decision and stick with it. If there was a legal issue then let the parties affected by it take it to the next step. A supervisor or supervisors that had an issue with the decision by this County Board let them go ahead and sue. If you are going to do it now, every time there was a disagreement between attorneys, he hoped that they go for declaratory judgments on everything so that they weren't breaking the law. Secondly, If they went for declaratory judgment he would like it to be clarified whether they are going for the health insurance or for the executive's authority because those were two different things. Lastly this affected eight people in a county of 250,000 people, we have far more important things to do, they were not employees, and they were elected officials. He felt if anyone ran for office because of those benefits then they ran for the wrong reasons.

Kaster stated the County Board set the policy in the County; it's a policy that they offered insurance for these supervisors. He didn't vote in favor and didn't take the insurance but they set the policy and staff carried the policy out. It was part of the budget. Fewell felt the allocation of funds was more important than the policy.

Wetzel stated that he had received a document from HR back in February which terminated everyone's insurance and offered Cobra. It was clarified with HR and they stated that that was what they did and informed that as of April 30<sup>th</sup> the benefits were terminated. Fewell informed that he received a certificate of discontinuation of dental insurance from the county. You have to have a certificate of discontinuation to get on the health benefits of your employer.

Haefs informed that the memo from Corporation Counsel stated that the Board Supervisors were entitled to insurance. There were so many opinions floating around. Was he entitled and how much?

Fewell believed that it was stated at the budget meeting that since there was no funding for it they were entitled and could pay at 100% of cost. He felt that was debatable because they had health benefit not health insurance. Lund stated it wouldn't be health insurance if you paid 100% of the cost.

Wetzel informed that he wouldn't vote to get the declaratory judgment because he didn't want to vote to spend money. Sounded like an open checkbook on an issue that may sit out there forever. Evans questioned the cost of a declaratory judgment; a brief discussion ensued with regard to fees. Haefs felt it was very simple; about two letters long from both parties and let

the judges decide.

Referring to Fewell's point, Moynihan stated compensation and benefits were two different things. Theoretically they could make a motion to terminate any and all benefits, medical and dental for County Board Supervisors. Mohr stated it was his opinion that the Attorney General's opinion that came out in December 2011 shed great light on their circumstances. It dealt with a different part of the statute, Class A. In that opinion the AG defined and used other legal sources to say compensation of county supervisors include benefits. That applied to a certain type of county government. Mohr was unsure how he would differentiate Brown County's from that. The issue was, does the compensation of a county supervisor include benefits, the AG said yes. It was a different form of county government but how could he come to that conclusion on that simple issue and not use the same logic when it came to Brown County. There wasn't a direct decision that dealt with their form of county government but he didn't know logically how anyone could come to another conclusion. That is why he believed and was convinced that when it came to County Board Supervisors compensation included benefits. There were other areas of the law and employment law where you may differentiate that, you had to look at the particular statutes involved and the subject matter. Mohr would agree with Buckley's comment about full-time supervisors vs. part-time if that was basis for the decision but it was not.

**Motion made by Supervisor Evans, seconded by Supervisor Buckley to receive and place on file c and d. MOTION UNANIMOUSLY APPROVED**

*Item #7 was taken at this time.*

10. **Communication from Supervisor Erickson re: Supervisor Health and Dental Insurance for 2012 and 2013. Referred from May County Board.**

Buckley stated he would be concerned with the legality of determining who got insurance and who did not. He felt it would be clearer if they went to items 6 and 7. Felt the grandfathering would add more issues down the road. Evans stated he would support Erickson and felt maybe it was the most simple and fair thing to do.

**Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to receive and place on file. Vote taken. MOTION UNANIMOUSLY APPROVED.**

**Motion made by Supervisor Erickson, and seconded by Supervisor Evans to make a motion by substitution to accept his proposal. Vote taken.**

**Ayes: 2 (Erickson, Evans). Nays: 5 (Fewell, Buckley, Wetzel, Moynihan, Lund).**

Wetzel questioned how they could continue something that HR had already terminated. Erickson stated that staff was never directed to do that by the County Board, this committee or anyone that was elected. Mohr stated the history was the Employee Service Manager from HR requested an opinion several times from the former Corporation Counsel in which he did not render an opinion so HR contacted M3. M3 advised to be safe, send out Cobra letters, they could always undo it. Erickson responded that as far as this committee and the County Board was concerned, they were still going with what they voted on. He believed his recommendation was fair and when talking about dollars being spent or saved with a judgment, this would probably cost less, problem solved.

Buckley questioned the situation with Corporation Counsel; Streckenbach felt there was a difference in opinion of what the question was asked of Corporation Counsel. Corporation

Counsel stated the vetoes intention was very clear, it unfunded the health insurance. There was then an email exchange with a follow-up question regarding vision and life insurance. Corporation Counsel questioned how it was handled normally, was it separated per line item. He kept bringing the question back to HR. Streckenbach informed that he did not know the full extent of the email, whether there was an exact directive that he could recall. His veto basically stated take out the funds for health and dental. He stated the question that needed to be asked, at the meeting where they discussed the un-funding of this appropriation, if the board decided to fund it, they could fund it but then they would run a deficit. There was then the legal argument on if they had to do it by policy.

Hooker suggested drafting a resolution that confirmed where they stood with the insurance; they had the opinions that they had an unfunded resolution that affords everyone the rights to insurance the amount they wanted to contribute, etc. The decision rested with the County Board. A simple directive to HR would be the step to take to undo the Cobra if they wanted to afford the insurance to the ones who wanted to take it. Further discussions ensued with regard to how they move forward. Supervisor Erickson's motion was then voted on and failed.

Director of Administration Brent Miller informed that when there was no funding for insurance they were required to send out the Cobra letter, some of that was dictated by mandates.

*Item #6 was taken at this time.*

#### **Referred from Administration Committee**

11. **Discussion of the Chapter 4 modifications and the effects on departments that operate 24 hours per day, seven days per week.** *Item referred back to Executive Committee as per the County Board 3/21/2012.*

Lund stated that the motion previously made was to refer back to staff to come up with a plan and recommendations as to what is needed to be adapted, possible funding mechanisms, and a priority list of what is needed to be repaired in chronological order and bring back in 60 days. This was made at the March 21, 2012 Executive Committee meeting.

Fred Mohr referenced the highlighted Chapter Four that was provided to the Committee. The changes were made based on different committee meetings, department head meetings and discussions with the County Executive. Starting with the first change in 4.28, language was added that deals with job postings. The intent of the language is to say that it is not always necessary to post job vacancies because there may be circumstances where it may be in the County's best interest not to post.

Mohr continued that after meetings held at the committee level, discussions with department heads and the County Executive, it was determined that language regarding the shift differential needed to be changed to include people whose shifts started at 3:00 p.m. or later. The next change is at 4.57 and is made as a result of meetings held with the highway crew that dealt with the minimum call in times. It was determined that a minimum call in of two hours was more appropriate than one hour and that was unanimous. Language at Number 5 was added with the intention of prohibiting individuals from using a casual day or other off time and then signing up to take an open shift and receiving time and a half.

Mohr continued that Number 6 deals with a highway situation that does not occur often but deals with Sunday plowing. They requested that they receive time and a half if they work on Sunday which would be primarily limited to the highway crew. There was money in the budget

so this could be afforded and this change was made. Next is a change at the holiday language and they wanted to get into a situation where someone would not call in sick on the day before the start of a long weekend, however, if an employee had prior authority to do so, then they would receive the holiday pay. The next section has to do with a clarification following the many discussions that were had regarding holiday pay and it was decided that the language be changed to regular pay plus time and a half for hours work. The next change is with regard to bereavement leave and this has been rewritten as a result of some abuses that had come up where people would have a grandparent die and they would ask for the bereavement to be hooked on to the end of their vacation which was occurring months down the road. The corrective discipline action comes as a recommendation made by the department head group. Mohr stated that under federal law, if you are a member of a union, you are entitled to a representative at every step of the process. If you are not a union member, the present law says you are not entitled to a representative. There was a decision of the management group and the County Executive to add language to only require a representative be present only if the law requires it. The impact of this revised language means that union people will be able to have a representative, but non-union people will not.

Mohr continued that language has been added to the grievance procedure section as there was oversight the first time this was written in that a time limit at the first step was not included. The second change made in this section was that the department head responds but they wanted it more specific by adding five working days.

Mohr stated that all of the changes he referenced were agreed to by all the different people involved in the process and these are the County's recommendations at this time.

Erickson stated he was pleased with the results and thanked everyone involved for their hard work. He commented on the issue of employees working five days in a row, but the five days being broken up into different pay periods and thus not receiving overtime pay. Mohr stated that they continue to have discussions with regard to this. Erickson continued that he has looked at this in a number of different ways and felt that there would be ways to manage schedules that would still allow overtime to be paid. If there are reasons that this cannot be done, he would like to hear an explanation.

Evans clarified that what is being asked for at this meeting is to approve the modifications that have been made as of this time, but more recommendations will be made in the future and they will ask for approval of those at a later date.

**Motion made by Supervisor Evans, seconded by Supervisor Wetzel to suspend the rules to allow interested parties speak. MOTION UNANIMOUSLY APPROVED**

**Tara Nelson** – Nelson stated that she has been employed at the Jail for 23 years. She wished to explain the differences that have occurred over the years. When she first started, she was making \$10/hr. and she worked sixteen hour shifts six days a week for three months. She didn't have weekends or holidays off. Her understanding was that the intent of Chapter 4 was to make things equal. She stated that everyone gets the same amount of holidays now, but the Monday through Friday employees gained benefits from Chapter 4 in that they do not work weekends or holidays and therefore get 7.5 more days off than she does because she still has to work holidays. She stated that they used to get additional vacation days to compensate for the holidays they missed with their families, but they no longer get this. She continued that they have been told that when someone takes vacation, it creates overtime for someone to fill in, so now in her department there are rules as far as how many people can take off. She is fourth in

seniority, but when she signs her vacation in November she can only sign five days from May 15-September 15. By the time the book comes back around, there is nothing left for her to take off. She continued that she does understand budget issues and things have to be done but there are other things they have lost and they keep losing things. She is not going to keep giving up her weekends and holidays and time with her family because she felt that she has earned better. She felt her job is a profession and she respects it and has put her heart and soul into it and she felt that she has earned her spot. She encouraged anyone who did not understand their struggles to ask about them. She stated the number one issue for them is the work week and they would like to be paid overtime on hours worked over eight in a day. Buckley asked her when the last time someone from HR met with her group and she stated that it was December 21, 2011 when they had a question and answer session, however she stated that although HR was very polite, they did not have answers to the questions and there were still no answers as of January 1, 2012.

**Jennifer von Haden** – von Haden stated that she felt the changes made so far are a good start, but she wished to add to what Nelson said. She stated that she worked for the last in-service but the in-service was put in the three days they had off so it would make everyone work six days in a row, but because some of the work week fell in the previous period, it was not considered overtime. This made some people work 17 hour shifts, but because it fell in the beginning of the work week, it was not over-time. She felt that the rules were bent somewhat in that they were being forced to work additional days and additional hours but not being compensated with overtime. She continued that they would like to be recognized for their work week and if they work beyond eight hours in a day they would like to receive overtime.

Mohr stated that Brown County has something that no other correctional officers in the State have and that is that they participate under the same retirement program as deputies. Nelson and von Haden disagreed and stated that they turned in comparables at a prior meeting. They did admit that that was a huge benefit however. Wetzel asked if being under the protective classification, if that means that the employees in that area are paying employee share of 5.9% and they stated they do. Wetzel's second question was with regard to a grievance that had been filed by a constituent regarding working 40 hours within a pay period and then taking part in training and he wanted to know what the outcome of the grievance was. Mohr stated that it was his understanding that the grievance was denied.

Von Haden continued that they also used to have the benefit of taking their holidays as vacation days so that if they could not spend the holiday with their family, they would be able to take the days as vacation at another time to celebrate the holidays, but this has now been taken away from them.

Von Haden also commented on the discussion regarding figuring out a different schedule and stated that she had looked at this but found that if it is done similar to the jail's schedule it would create eight hours of overtime every other week and she did not feel the County would approve this. The 6-3 schedule would create a 64 hour pay period and then an 88 hour pay period. What they have now is 72 – 80 which makes it a little easier to budget for bills.

Buckley asked von Haden if call-ins for overtime were done by seniority and she stated that they were. She also said they have asked administration if they can send an e-mail asking employees who do not wish to be called to let them know because they end up making a great number of calls to find people. They start at the top of the list and go down the line of whoever wants to be called until they find someone.

**George Frye** – Frye stated that he has been a correctional officer since 1988 and was part of the first batch of correctional officers hired so he has been through everything that a correctional officer has experienced. He wished to point out that they talked about the changeover from correctional officers to deputies and he stated that it took many years to accomplish this and they were doing the same jobs together at the same time. Secondly, regarding protective services, he felt consideration should be made as to how prudent it would be to have a 65 year old man fighting a hopped up 18 year old. The last point he wished to make is that Chapter 4 was to make all County employees equal, however, all of the Monday through Friday employees are 40 hours no matter what due to the way their work week is scheduled. If any of them has to stay over or work on a weekend, they have their 40 hours in and all extra hours would automatically be overtime. He also wished to touch on the point that if he gets held over or ordered in on his day off, it's at straight time because he is a 24/7 employee and therefore is treated differently than other employees even though Chapter 4 is supposed to make everyone treated the same. He also stated he would like to help answer any questions the Committee may have and he stated that some of the other dispatchers present had to get to work and needed to make their statements.

Frye also spoke with regard to the scheduling and overtime call in. He does not know how it works in the dispatch center, but he works in master control at the jail and his duties include doing the overtime calling. He has to determine who is eligible for overtime and who is willing to work overtime. He also stated that they are required to sign for vacation very far in advance and it is difficult to change a rotating schedule to make overtime easy when it is not known who is going to be off when.

**Heather Tiedtke** – Tiedtke started by talking about shift differentials and said she realizes it's been changed from 3:00 p.m. to 7:00 p.m., but that does not coincide with the dispatch center hours so she is wondering if the wording should be determined by department head or department director. Secondly, with regard to the 10 days to submit a grievance, she wants to know if management also has to issue discipline or notification of possible discipline within 10 days or if they can they come back months later. Mohr stated that management can come back at a later time and there are instances where it is difficult to pinpoint in an investigation the exact time management became aware of an issue.

Mohr advised the Committee that it is against the law for the Committee to negotiate wages and benefits. He has said this at every meeting but wished to also reiterate it at this time.

Buckley stated he would like to hear from these people because HR is not making an attempt to go out and talk to them and if this is the only avenue to hear from these employees, he would like to hear their concerns.

Tiedtke also asked for clarification of the holiday language in that it was confusing where it stated that time and a half would be paid for holidays as well as regular pay. Mohr stated that they would get two and a half times if they work the holiday. Lund stated that the time and a half is in addition to the normal pay, so if you were not working the holiday, you would get eight hours of pay, however, if you work the holiday you get time and a half for the hours worked in addition to what you would normally be paid. Tiedtke just wanted to clarify this as she did not feel the wording was clear.

Tiedtke also addressed Erickson's earlier comment with regard to the schedules and stated that they have tried multiple times to come up with variation of schedules that would be more

appealing and every time it gets to their management or HR it dies. She continued that there were a lot of factors involved and this is why they use the rotation that they do. Mohr stated that this is one of the areas that they feel the department has not acted on as well as could be and it is also an area they continue to work on.

Tiedtke concluded that she felt the issue of call in pay should be evaluated because they have to be available four hours before and four hours after their shift. Lund felt it would be appropriate to receive call in pay if they are at home, however, he did not feel it would be appropriate to have call in pay when they are already at work. Mohr stated that call in pay applies when an employee is called in outside of their normally scheduled hours. Tiedtke also reiterated that the biggest problem they see is the overtime issue and she felt that if it does not get resolved soon people would be leaving.

**Tina Baker** – Baker spoke with regard to being forced in to work but being paid straight time instead of overtime. She continued that several weeks ago she was forced in to work even though she was not the most junior person. She was forced in because she was the only person that knew the open spot. Other people junior to her walked out after eight hours and she was forced in for that position and was paid straight time. She continued that after so many years she was getting tired of being forced in. She was called at 10:00 p.m. to be in at 2:00 a.m. She stated that this is somewhat of a training issue and they are training, but not everyone makes it through the training, so they have to start training all over. Tiedtke interjected that if overtime was paid for anything worked after eight hours, you may get people who would voluntarily come in to work rather than being forced in and she felt that this would help alleviate burnout as there would be a larger group to spread the work over.

Mohr stated that one of the difficulties and one of the points that he is trying to make is that throwing money at this does not solve the problem. Mohr continued that they recommended that the seniority system be eliminated. What they have been doing is operating under the old contract rules and calling in by volunteer and then inverse. Mohr said that they would rather see them rotate the overtime as this would help eliminate burnout. This is one of the suggestions that they have made and continue to look into.

Fleury commented with regard to the overtime issue and rotating situation and said this is the first time he has heard that getting rid of the seniority system in the department is the County's recommendation. He continued that they talked to their employees about going to a rotating basis as a possible way to look at reducing burnout and fatigue. Based on the seniority based system for the allocation of overtime, it is spread out so you can see exactly how the overtime is allocated. He continued that the Committee needs to understand that they are an emergency services operation. They cannot and do not have open spots; there has to be people in the seats. He cannot say that because someone calls in sick or is out on some type of leave that GBPD does not get a dispatcher for the shift.

With regard to holiday pay, Fleury is confused. He stated that Chapter 4 says one thing, but then there is a different interpretation. The last interpretation they had was that if an employee is scheduled to work a holiday, they get their eight hours of normal pay and then they get eight hours of holiday pay. Fleury asked if an employee is scheduled to work on a holiday, do they get eight hours of regular pay and also eight hours at time and a half so they are earning four hours additional for working the holiday as opposed to somebody not working the holiday. Lund stated they get time and a half for working the holiday plus eight hours of pay, so they would get paid for 20 hours of work. Fleury continued that in order for his employees to move

forward, he would like to see all of this ironed out. He stated he has good employees who do a good job.

Buckley felt that rotating time off probably would be a logistical nightmare for the person doing the calling to try to figure out who is working when to see who should be called to come in. Fleury stated that his opinion to try to track that and keep it straight with the operation they have working 24/7 would be a nightmare. Buckley also asked Fleury when the last time HR came to him to work on these changes was and Fleury responded that the question and answer session was held in late December, 2011.

Tiedtke stated that she needed to leave, but she wished to thank Troy Streckenbach, Brent Miller and Andy Nicholson for taking the time to come to the center and understand why they have the problem they do and to learn about their operation.

**Diane Perry** – Perry works in the Telecommunications Center and spoke with regard to the overtime after eight hours. She stated that there are some people who will take extra hours regardless if they are paid time and a half or not. She stated that the majority of staff used to come in on their days off but they no longer do this because they do not get paid time and a half and this has caused a lot of other people to be inversed constantly who normally are not. She has been at the Center for 18 years and has saved people from being inversed but she has never not been on a call-in list for any time of the day. She has recently taken her name off the list because she does not wish to be called in on her day off because she is not going to be paid time and a half. This means that someone else who has already worked eight hours that day is now being forced to come in and work 12. She did not feel that anyone was looking out for their department.

**Krissy LeFabvre** – Le Fabvre stated that they do look out for each other and they care for each other but you get to a certain point where you do not want to do it anymore. With regard to the overtime issue, she stated they have people that work 14 hour shifts of straight time.

**Linda Safford** – Safford stated that she has been doing call-ins for over 10 years and she stated she cannot do it in less than 40 minutes. That is the fastest she can do a true call in unless someone takes it right away. She has tried to figure out a rotation basis for this, but she could not find a way to do it. If they could rotate it and make it easier, she would be all for it but that would also bring up the issue of seniority and all the people who are getting burned out while they were junior, but now also being burned out as seniority. She did not feel there was any happy medium.

**Motion made by Supervisor Erickson, seconded by Supervisor Wetzel to return to regular order of business. MOTION UNANIMOUSLY APPROVED**

Erickson thanked the employees for the services they perform for the residents of Brown County. He asked Fleury if he did any of the scheduling and Fleury responded that the scheduling is done by the supervisors and leads. He continued that there are seven dispatched positions that have to be staffed and these are call taker positions. There are three groups that they operate off of to fill those needs. The cross training has been a problem with regard to the shift selection because there needs to be a certain number of people trained at different positions. Fleury continued that they are currently working under two different dispatch systems. Erickson asked if the new radio system will solve the problem and Fleury explained that the new system will increase efficiency, but will also increase the workload because under the new system they will have the ability to monitor calls from rural fire departments that they



are currently unable to monitor. Fleury continued that they will maintain the seven positions and will have the call taker positions, but it is important to understand that because of the number of staffing that they have, when there is a major incident they will ask for a channel of their own and they will then have to pull from the call taker position to bring up a qualified person to operate that channel. Erickson felt that some of the problems will be solved with the new radio system but Fleury stated that you still have to staff the shift with the number of personnel you have and you still have to staff 24/7 365 days a year so you still have to have a certain amount of numbers to make those positions work.

Buckley thanked the Executive Committee for listening to those in attendance. He also felt that some of the changes that were made in the current Chapter 4 are positive steps but he felt that there are still some unanswered questions and issues for the 24/7 departments.

**Motion made by Supervisor Buckley, seconded by Supervisor Moynihan to approve Chapter 4 as amended and have the County Executive continue to work with the sheriff/communication center director with the 24/7 operations and come back in September. Vote taken. MOTION UNANIMOUSLY APPROVED**

Fewell stated that it sounds to him like these problems should be figured out in the departments and then presented to the Committee along with what the cost is going to be.

Lund also wished it noted on the record that 2:00 p.m. to 10:00 p.m. is second shift for the Telecommunications Department.

**Referred from Public Safety Committee**

12. **Review and approve an Exchange of Services Agreement between the Oneida Tribe of Indians and Brown County, in regard to a Public Safety radio communications tower and site.**

Fleury explained that this was the same agreement approved at Public Safety, the Special Public Safety meeting and at the May County Board meeting. He informed that language was modified to add Federal Court to Number 21D.

Landwehr referred to #28 in the agreement and stated there were concerns with regard to premise of where the tower was supposed to go. Throughout the document they talked about premise except for under #28. He informed that he and Ms. Hooker had a difference in opinion. He believed the Oneida Tribe was attempting to tie the counties hands on all of land in the trust parcel issues where Ms. Hooker believed it was specific to this lot. Also, his reasoning for believing Oneida was looking at this was for all future land in the trust issues because the word application had an "s" on the end and therefore they were not talking about the application of one property, they were talking about any applications. This parcel of land had already been approved by the Bureau of Indian Affairs to go into federal trust so why would the tribe go to apply for it on this list. This was two-fold, one was short term, and the way this was written he believed the Hobart Board would deny the conditional use tomorrow because of this. The longer term implications and this kind of language belonged in the service agreement.

Wetzel informed that he joined the board at the end of 2007 and they negotiated a 15 years-service agreement at that time. He believed the same language was in there. Landwehr stated this was for 30 years and question what happened when that original service agreement ran out after 15 years. He felt they could clarify this easily if they could get verbiage that changed the terminology to state premise, it would lock it into this lot. That would take care of the short term. Long term he would ask staff that this kind of thing be avoided and left for the County

Executive for the bigger service agreements. If they were leasing lands it should look like a land lease.

Wetzel informed that he didn't deal with the tribe a lot but felt this was something pretty hard core in everything they did and felt they wouldn't work with them if they didn't have that in there. Wetzel didn't know if it was negotiable. Landwehr stated not that he wanted to, this was the perfect location, but he felt there were always other options.

Ms. Hooker clarified that yes there was a service agreement with this language, second, she was pretty confident that this was a non-negotiable provision that Oneida would require in the agreement. She felt it was a non-issue, it was in trust, it's good for the benefit of Oneida and Oneida was still bound by the terms of this agreement so there was not much that the Federal Government, if the land does get put in trust, using this application was going to be able to do outside of what the agreement already provided for.

**Motion made by Supervisor Evans, seconded by Supervisor Buckley to approve. Vote taken.  
MOTION UNANIMOUSLY APPROVED**

#### **Legal Bills**

13. **Review and Possible Action on Legal Bills to be paid.**

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to pay the bills.  
MOTION UNANIMOUSLY APPROVED**

#### **Reports**

14. **County Executive Report.**

- a) Brown County Veterans Memorial Complex Deferred Maintenance Planning Executive Summary.

Streckenbach stated he wanted the committee to receive and place on file this item. In the PMI Lease Agreement they created an oversight committee, the task for that group was to present to the County Board priorities for the upcoming year. In addition, look at all their maintenance, upkeep, improvements for all county operations.

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

15. **Labor Attorney Report.**

- a) **Brown County Employee Handbook.**

Mohr explained the handbook was distributed and gone over many times.

**Motion made by Supervisor Fewell, seconded by Supervisor Buckley to receive and place on file. Vote taken. MOTION UNANIMOUSLY APPROVED**

#### **Vacant Budgeted Positions (Request to Fill)**

16. **Administration – Budget Coordinator - will vacate 6/15/12.**

**Motion made by Supervisor Wetzel, seconded by Supervisor Evans to approve. Vote taken.  
MOTION UNANIMOUSLY APPROVED**

17. **County Clerk – Elections Specialist – vacated 5/25/12.**

**Motion made by Supervisor Wetzel, seconded by Supervisor Buckley to approve. Vote taken. MOTION UNANIMOUSLY APPROVED**

18. **Human Resources – Payroll Specialist – vacated 6/1/12.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Wetzel to approve. Vote taken. MOTION UNANIMOUSLY APPROVED**

19. **Public Works – Highway – Business Coordinator – vacated 6/8/12.**

**Motion made by Supervisor Erickson, seconded by Supervisor Evans to approve. Vote taken. MOTION UNANIMOUSLY APPROVED**

**Resolutions, Ordinances**

20. **Resolution re: the Reclassification of the Director of Port and Solid Waste Position.**

Erickson informed that when this came to PD&T the committee decided they wanted to see comparables, the deletions to make up for this addition, etc.

**Motion made by Supervisor Erickson, seconded by Supervisor Buckley to hold for one month. MOTION UNANIMOUSLY APPROVED**

21. **Resolution re: Change in Table of Organization Public Works Department – Operations Division Operations Manager.**

Organizational Development Coordinator Lynn Vanden Langenberg informed that with the efforts of the Table of Organization Study Group the county combined the Highway Department and Facilities into a Public Works Division as of January 1st. In March they hired the director. The study group put together a few different options as far as the organizational structure but they wanted the director to have some input and a chance to study the operation. What had been determined, one of the biggest holes in the operation was the scheduling of their work so this is what the Operational Manager would do. Right now it was split up between the superintendents. The superintendents would report to the Operations Manager and allow them to get out into the field more than they are today. The Operations Manager would have all things scheduled. This would add a position but for the remainder of this fiscal year, there was about \$180,000 in vacancy savings which is more than enough to cover the \$41,978 needed. Before the 2013 budget is submitted they will find enough other savings in other positions to offset the cost of this position.

Buckley informed that he would like to see the plan to offset as well as a statement of what positions they eliminate before they approve this. Vanden Langenberg informed that the resolution was changed to state that if those positions (currently vacant) were not identified this position would be eliminated in the next budget. Most positions were Erickson informed that the same concerns came up at PD&T but they did approve it after they made those changes. He informed that he also had private talks with Mr. Van Noie. He guaranteed it as his committee won't let it slide through.

Executive Streckenbach stated his reason for support was to give the new director the opportunity to reexamine the sub-group's merger. He felt this was what they were waiting for

and the first request of the Public Works Director. Administration didn't have any intension of bringing back a budget that didn't meet the requirements set forth in the resolution. Their goal was to find the efficiencies by utilizing this Operations Manger to then turn around and find savings to potentially put into highway and improving infrastructure.

Moynihan would like to see the fiscal impact before it was brought before the full County Board.

**Motion made by Supervisor Erickson, seconded by Supervisor Evans to approve.**

**Ayes: 6 (Erickson, Evans, Fewell, Lund, Moynihan, Wetzel);**

**Nay: 1 (Buckley).**

**MOTION APPROVED 6 to 1**

**Motion made by Supervisor Evans, seconded by Supervisor Erickson to suspend the rules to take items 28 & 11 together. Vote taken. MOTION APPROVED UNANIMOUSLY**

*The committee returned to item #2 at this time.*

**22. Resolution to Approve the Amended and Restated Pledge and Security Agreement and the Addendum to the 1999 Cooperation Agreement.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Erickson to approve. Vote taken. MOTION UNANIMOUSLY APPROVED**

**23. Resolution re: Adopting a Policy regarding the Hiring of Brown County Employees.**

Mohr informed that Human Resources consulted the County Executive and did some historical work and determined that there was no resolution in place which laid out respected authorities so Human Resources asked Mohr to clarify that. The resolution in the packet material specified that any addition or deletion to the Table of Organization or amendment of a job in the Table of Organization must be approved by the County Board. Once the position existed and there was a vacancy HR wanted the procedure to fill be the responsibility of Administration.

A brief history, there was a motion made at a 2009 Executive Committee meeting, former Executive Tom Hinz showed up and stated he had a hiring freeze in place. At that time Zima interjected that it was not Hinz's job to impose a hiring freeze so a motion was made that every vacancy which occurred except 24/7 must come before the Executive Committee. HR did a historical study on how often positions were turned down and approximately 95-99% were approved.

In order to prepare the summaries for this committee to review it took significant amounts of time, and meetings, and it was determined administratively that if the committee was going to just approve, rubber stamp these sort of things, that HR was wasting a lot of time preparing vacant budgeted position request to fill info for the committee and that perhaps this committee would revoke what was done by motion, not by resolution. HR requested Mohr to draft this resolution.

Buckley felt there should be a Personnel Committee. County Board members should be the ones making those decisions whether to fill them or not. They had budgetary concerns. Lund suggested he receive and place on file this item. Lund felt it was good checks and balances as well as a way to update job descriptions and to ask the manager of the area if this position was needed.

Streckenbach informed that since he came into office they had a vacancy process and he believed the board never turned down a position. Through the appropriation budgeting process the County Board set the Table of Organization, they set the budget, they had some unfunded position, and then it was the job of County Executive and Administration, the staff, to be able to run the business. He informed that there had been cases where departments ran into major problems when they couldn't fill vacancies in a timely manner. Streckenbach recognized and wasn't suggesting that county administration try to take authority away from the Executive Committee or the board but he wanted to explain that there were certain circumstances that required the county to move faster on these issues. There were instances that caused issues with internal departments. He informed that they were just trying to streamline government.

**Motion made by Supervisor Buckley, seconded by Supervisor Evans to receive and place on file. Ayes: 6 (Buckley, Erickson, Evans, Fewell, Lund, Wetzel). Nays: 1 (Moynihan).**

**MOTION APPROVED**

24. **Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Austin Straubel International Airport Employees.**

**Motion made by Supervisor Erickson, seconded by Supervisor Moynihan to take 24, 25, 26 & 27 together. Vote taken. MOTION UNANIMOUSLY APPROVED**

25. **Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Corrections Officers.**

26. **Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Highway Department Employees.**

27. **Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Neville Public Museum Employees.**

**Motion made by Supervisor Erickson, seconded by Supervisor Evans to approve 24-27. Vote taken. MOTION UNANIMOUSLY APPROVED**

28. **An Ordinance to Amend Chapter 4 of the Brown County Code Entitled "Personnel Rules and Regulations".**

**Motion made by Supervisor Erickson, seconded by Supervisor Buckley to approve as amended. Roll call: Evans, Erickson, Lund, Moynihan, Buckley, Fewell, Wetzel.**

**MOTION UNANIMOUSLY APPROVED**

29. **Such other matters by authorized by law.**

**Motion made by Supervisor Moynihan, seconded by Supervisor Evans to adjourn at 10:19 p.m. MOTION UNANIMOUSLY APPROVED**

Respectfully submitted,

Alicia A. Loehlein  
Recording Secretary

BROWN COUNTY BOARD OF SUPERVISORS

# COUNTY EMPLOYEE PARKING PROPOSAL

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PRESENTED TO: EXECUTIVE COMMITTEE

**Brown County Supervisor Bradley A. Hopp**

**6/11/2012**



## **I. Downtown Employee Parking Proposal**

### **A. Employee Challenges**

1. **Cost**
  - a. **(See Addendum - A)**
2. **Employee Equality**
3. **Transportation Challenges**
4. **Family Appointment Challenges**

### **B. Program Details**

1. **Employee Sponsored**
  - a. **\$10 per month payroll deduction (\$5 per pay period; not 3<sup>rd</sup> check)**
  - b. **Revenue Generation - Approx \$16,000.00 per month**
2. **Percentage to be utilized by the County for Administration of Program**
3. **Valid for all City Parking Structures; levels TBD**
4. **Additional benefit to include free admission to all County owned attractions or events, IE Museum, Fair, Zoo, ect. Also free or reduced "slip fees" and County Park fees.**

### **C. Benefits of Program**

1. **Inexpensive solution for current downtown employees**
2. **Parking for ALL employees when doing business downtown**
  - a. **Training/In-Service/Meetings**
3. **Promotes Downtown Business**
4. **Encourages use of County Attractions; saves employees money.**

**D. Process for Approval**

- 1. Refer to Staff (TBD)**
  - a. Meet with City Public Works to work out Details (Already received positive feedback from many City elected Officials.)**
  - b. Return to Comm. next month with recommendation for approval.**
  - c. I will assist Staff if they feel it would helpful**
- 2. Pass in Committee**
- 3. Board Approval**
- 4. Start Program ASAP**



## Addendum - A

### Leased Parking

Leased parking stalls are available to rent on a monthly basis. Please contact the Department of Public Works-Parking Division for availability at 448-3431 during normal office hours, which are 8:00 am through 4:30 pm, Monday through Friday. See below for monthly rates

#### Individual Rentals

Facility	Location	Rate	Notes
Parking Meters		\$0.60 per Hour	
Hourly Ramp Parking		\$0.55 per Hour	First Hour Free
Parking Meter Hoods		\$6.00 per Day	Payment required in advance
Adams Street lot		\$0.75 per Hour	First Hour Free
B	Broadway/Mason	\$14.90	
CC	Chamber of Commerce	\$40.90	
DS	Doty/Adams (Sheriff's Dept)	\$51.80	
E	Stuart/Jefferson	\$40.90	
F	Old Fort Square	\$29.10	
HM	Howe/Moravian (on street)	\$40.90	
MW	Monroe/Walnut (Cathedral Parish Lot)	\$40.90	
N	Main/Baird	\$29.10	
CL	Cherry Ramp-Roof	\$67.70	
PL	Pine Ramp-Roof	\$58.90	
ML	Main Ramp-Roof	\$58.90	
CR	Cherry Ramp-Interior	\$67.70	
PR	Pine Ramp-Interior	\$58.90	
MR	Main Ramp-Interior	\$58.90	

#### Group Leases

Facility	Lessee/Location	2009 Rate	Notes
A	Mason/Adams	\$14.40	
B	Mason/Broadway	\$9.50	
BE	Howe School	\$8.79	
F	Old Fort Square	\$22.50 or \$28.20	
G	Mason/Jefferson	\$14.40	
J	Main/Irwin	\$14.40	

N	Baird/Main	\$12.50	
Q	520 S. Oneida	\$13.20	
WS	319 S. Washington St..	\$39.70	On-street rented meter spaces
<b>CR</b>	<b>Cherry Street Ramp</b>		<b>Discount (if any)</b>
	first 49 stalls	\$67.70	100% rate (no discount)
	50 to 100 stalls	\$64.40	95% rate (5% discount)
	101 to 200 stalls	\$61.00	90% rate (10% discount)
	201 to 300 stalls	\$57.60	85% rate (15% discount)
	301 to 400 stalls	\$54.20	80% rate (20% discount)
	401 to 500 stalls	\$50.80	75% rate (25% discount)
	501 to 600 stalls	\$47.40	70% rate (30% discount)
	601 to 700 stalls	\$44.10	65% rate (35% discount)
	701 to 800 stalls	\$40.70	60% rate (40% discount)
	801 to 900 stalls	\$37.30	55% rate (45% discount)
	901 to 1000 stalls	\$33.90	50% rate (50% discount)
	>1000 stalls	\$30.50	45% rate (55% discount)
<b>PR</b>	<b>Pine Street Ramp</b>		
	first 49 stalls	\$58.90	100% rate (no discount)
	50 to 100 stalls	\$56.00	95% rate (5% discount)
	101 to 200 stalls	\$53.10	90% rate (10% discount)
	201 to 300 stalls	\$50.10	85% rate (15% discount)
	301 to 400 stalls	\$47.20	80% rate (20% discount)
	401 to 500 stalls	\$44.20	75% rate (25% discount)
	501 to 600 stalls	\$41.30	70% rate (30% discount)
	601 to 700 stalls	\$38.30	65% rate (35% discount)
	701 to 800 stalls	\$35.40	60% rate (40% discount)
	801 to 900 stalls	\$32.40	55% rate (45% discount)
	901 to 1000 stalls	\$29.50	50% rate (50% discount)
	> 1000 stalls	\$26.60	45% rate (55% discount)

## *Interoffice Memo*

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**TO:** Executive Committee  
**FROM:** Kristen Hooker, Assistant Corporation Counsel  
**SUBJECT:** Insurance Benefits  
**DATE:** June 11, 2012

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Pursuant to your request during last month's meeting, I have reviewed the above issue and, based on the facts as I understand them to exist, opine that the Resolution to offer Board Supervisors the option of taking health and dental insurance at a participant contribution amount of 50% the premium in year one of their term and of 55% the premium in year two of their term was vetoed only in regards to the appropriation itself. Because the veto was not overturned on reconsideration, the Resolution stands, absent appropriation or funding. In other words, the Board Supervisors are entitled to insurance, but the contribution amount remains unsettled. Although case law is minimal on whether an appropriation for insurance benefits equals the type of "compensation" envisioned in § 59.10(3)(i), which limits the time to set the same exclusively to the annual meeting, case law is clear that an un-appropriated (i.e. unfunded) resolution, as well as a void in a resolution caused by a County Executive's veto, may be appropriated or filled at any time. Thus, it is my opinion that the contribution issue (i.e. the amount to appropriate Board Supervisor insurance) can be resolved by the Board prior to its next annual meeting through either a new resolution or reconsideration if the latter did not actually take place as originally indicated.

**EXCHANGE OF SERVICES AGREEMENT  
BETWEEN  
ONEIDA TRIBE OF INDIANS OF WISCONSIN  
AND  
BROWN COUNTY**

This Service Agreement ("Agreement") is entered into by and between the ONEIDA TRIBE OF INDIANS OF WISCONSIN (the "Tribe"), a federally recognized and treaty Tribe, and BROWN COUNTY (Department of Public Safety Communications) (the "County"), a county government organized under the laws of the State of Wisconsin (collectively, the "Parties").

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

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

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

**WHEREAS:** The Tribe owns fee title to parcels of land located on the Reservation and within the County and the United States holds title to certain parcels of land on the Reservation and within the County in trust for the benefit of the Tribe ("Tribal Property");

**WHEREAS:** The Tribe and the County enjoy a relationship of mutual trust and respect;

**WHEREAS:** The Tribe is willing to permit the County to utilize tribal property to allow the County to construct thereon certain telecommunication structures, more fully described herein, for purposes of enhancing tribal and County emergency response services throughout the Reservation and the County;

**WHEREAS:** The County recognizes the value of the parcel the Tribe is permitting the County to utilize; and thus, is willing to construct, at the County's sole cost, the above-referenced telecommunication structures thereon at no cost to the Tribe for purposes of benefitting the Tribe and the County in the manner more fully set forth below; and

**WHEREAS:** In lieu of requiring the County to enter into a Master Ground Lease, and at the request of the County, the Tribe and the County agree that entering into an Exchange of Services Agreement is in the best interest of both parties and serves to

enhance the government-to-government relationship between the County and the Tribe; and

**WHEREAS:** It is mutually beneficial to both governments to put their understanding in writing.

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

1. Definitions: For purposes of this Agreement, the following terms shall have the following meanings:
  - a. "Premises" shall refer to a parcel, 2500 square feet, more or less 0.06 acres of property commonly known as a portion of the property of \_\_\_\_\_, located in the \_\_\_\_\_ of \_\_\_\_\_, Brown County, Wisconsin, together with Access and Utility easements providing access to and from a public road, as described in the Easement Agreement attached hereto and incorporated herein by reference as Exhibit B; as well as the legal description and survey map of which is also attached hereto and incorporated herein by reference as Exhibit A, with the survey controlling in the event of any discrepancy between it and the description of the Premises as defined herein
  - b. "Structures" shall refer to the telecommunication facility being constructed and eventually operated on the Premises, which includes but is not limited to, up to a 195 foot tower ("Tower"), a 12' X 16'6" equipment shelter, an LP gas tank, and an 8' chain link fence with barbed wire on top around the Tower base and such other structures as the County deems necessary in carrying out the intent thereof.
  - c. "Easements" shall refer to the easements, more fully defined within the Easement Agreement attached hereto as Exhibit B and incorporated herein by reference, for Access (ingress and egress), Utility Service and Temporary Construction on and over the Tribe's contiguous, adjoining property as may be reasonably required for construction, maintenance, and operation of the Structures on the Premises, for the installation, construction and maintenance of power lines in connection with the County's use of the Premises, and for access to the Premises from a public road.
  - d. "Oneida Reservation" or "Reservation" shall refer to the land set aside for the use and occupancy of the Tribe and its members pursuant to the 1838 Treaty with the Oneida, 7 Stat., 566, encompassing approximately 65,400 acres.
2. Premises: The Tribe hereby permits the County to utilize the Premises, together with Easements, as more fully defined in Section 1, above, with both Parties acknowledging that the location of the Structures located thereon may be subject

to change. The Tribe is conveying the Premises for the express purpose of allowing the County to construct and operate a telecommunications facility, the facilities of which are more fully referred to herein as "Structures" in Section 1, above, to be utilized for the sole purpose of enhancing emergency response services throughout the County, , which the County expressly acknowledges.

3. Use Fees: The Tribe hereby waives any fees associated with the County's use of Tribal Property.
4. Term: The term of this Agreement shall be for a period of thirty (30) years ("Term"), commencing on the Commencement Date of: \_\_\_\_\_, 2012.
5. Access, Utility and Temporary Construction Easement: The Tribe hereby agrees to convey to the County the Easements as more fully described in Section 1, above. The term of the Easements shall commence upon the Commencement Date of this Agreement and shall continue until the last to occur of: (i) expiration of the Term, or (ii) removal by the County of all of its property from the Premises after expiration of the Term. When the Term has ended and the County has removed its property from the Premises, the County shall execute a deliver a release of easements document to the Tribe to be recorded with the Register of Deeds. The County shall reimburse the Tribe for any damages to areas used during the construction, maintenance or operation of the Structures, including crop damage. The location and configuration of the Access and Utility Easements are currently depicted and described on Exhibit A. Notwithstanding the final location thereof, the Parties agree to execute a separate Easement Agreement in which the County shall have recorded as an encumbrance on the Premises that shall be binding upon all subsequent owners, successors and assigns.
6. Use of the Structures/Premises: In exchange for permitting the County to utilize the Premises at no cost to the County, the County agrees to incur the cost of construction, operation, and maintenance of the Structures, granting to the Tribe, at no cost, the right to the consistent use of the Premises, Easements and Structures for such purposes that will not interfere with the County's full enjoyment of the same.
7. Title and Quiet Possession: The Tribe represents and warrants to the County that the Tribe has the full right to make this Agreement and to grant the related easements and that the County shall have quiet and peaceful possession of the Premises and Easements throughout the Term.
8. Subordination and Non-disturbance: The County agrees that, if requested by the Tribe, this Agreement shall be subject and subordinate to any mortgages or deeds of trust now or hereafter placed upon the Premises and to all modifications thereto, and to all present and future advances made with respect to any such mortgage or deed of trust; provided that the County's possession of the Premises

and use of the Easements shall not be disturbed so long as the County shall continue to perform its duties and obligations under this Agreement and the County's obligation to perform such duties and obligations shall not be in any way increased or its rights diminished by the provisions of this Section, absent written consent by both Parties.

9. Governmental Approvals and Compliance: During the Term of this Agreement, the County shall comply with all applicable laws affecting the Premises, the breach of which might result in any penalty to the Tribe or forfeiture of the Tribe's title to the Premises. The County shall obtain any necessary governmental licenses or authorizations required for the construction and use of the Structures on the Premises and shall comply with government regulations application to its operations, including those of the FAA and FCC.
10. Assignment: The County shall not assign its rights under, this Agreement or any interest herein without the prior written consent of the Tribe, the consent of which shall not be unreasonably withheld, delayed or conditioned, and consent to an assignment shall not be deemed to be consent to a subsequent assignment.
11. Notices: All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to this Agreement shall be in writing, signed by the notifying party, or officer, agent or attorney of the notifying party, and shall be deemed to have been effective upon delivery if served personally, including but not limited to, delivery by messenger, overnight courier service, or overnight express mail, or upon posting if sent by registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

To Tribe: Division of Land Management  
Attention: Division Director  
P.O. Box 365, Oneida, WI 54155

With copy to: Oneida Law Office  
P.O. Box 109, Oneida, WI 54155

To County: The Brown County Department of Public Safety Communications  
Attention: Director  
3028 Curry Lane, Green Bay, Wisconsin 54311

With copy to: Brown County Corporation Counsel  
P.O. Box 23600 Green Bay, Wisconsin 54305

The address to which any notice, demand or other writing may be delivered to any party as above provided may be changed by written notice given by such party as above provided.

12. County Improvements: The County shall have the right, at its sole expense, to make such improvements to the Premises as it may deem necessary, including site improvements and constructing Structures for the creation and operation of a telecommunications transfer facility. All of the County's improvements, including but not limited to all Structures, shall remain the property of the County. Upon termination of this Agreement, the County shall, at its sole expense, restore the Premises to its condition at the Commencement Date, except for ordinary wear and tear and damages by the elements or damages over which the County had no control. The Parties agree restoring the Premises to its condition at the Commencement Date will include the removal of all equipment, the fence, the Tower, the building, the generator, the LP gas tank, and any concrete or cement slabs.
13. Insurance: At all times during the Term of this Agreement, the County shall maintain in full force a comprehensive public liability insurance policy covering the County's operations, activities and liabilities on the Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000.00). Upon the Tribe's request, the County shall give the Tribe a certificate of insurance evidencing that the insurance required under this Agreement is in force.
14. Operating Expenses: The County shall fully and promptly pay for all gas, electric power, and other public utilities furnished to the Premises and used by the County throughout the Term hereof, and for all other costs and expenses of every kind whatsoever in connection with the use, operation and maintenance of the Premises and all activities conducted thereon.
15. Taxes and Liens: The County shall pay when due all real property taxes and all other fees and assessments properly attributable to the entire tax parcel the Premises is located on. The County shall be the sole owner of all improvements to the Premises. Nothing contained in this Lease shall be deemed to constitute a waiver of applicable laws providing tax immunity to trust or restricted Indian property or any interest therein or income therefrom. The County shall not permit to be enforced against the Premises, or any part thereof, any obligations incurred by the County, and the County shall discharge or post bond against all such liens before any action is brought to enforce same.
16. Maintenance: The County shall maintain the Premises in good condition and state of repair. The Tribe shall maintain its property adjacent to the Premises in good condition and state of repair to avoid interference with the County's use of the Premises and Easements.
17. Hold Harmless: The County shall hold the Tribe harmless from any liability (including reimbursement of reasonable legal fees and all costs) for damages to any person or any property in or upon the Premises at the County's invitation, or for damages to property resulting from the Structures or actions of the County or



any of the County's agents, servants, employees, or licensees (including damages caused by or resulting from the existence of the Structures on the Premises), unless such damages are caused by, or are the result of, the misconduct or negligence of the Tribe or any of the Tribe's agents, servants, employees or licensees. Notwithstanding any provisions herein to the contrary, it is understood and agreed that all property kept, installed, stored, or maintained in or upon the Premises by the County shall be so installed, kept, stored, or maintained at the risk of the County. The Tribe shall not be responsible for any loss or damage to equipment owned by the County that might result from tornadoes, lightning, windstorms or other Acts of God; provided, however, the Tribe shall be responsible for, and agrees to hold the County harmless from any liability (including reimbursement of reasonable legal fees and all costs), for damages to any person or any property in or upon the Premises arising out of the misconduct or negligence of the Tribe or any of the Tribe's agents, servants, employees or licensees. Neither the Tribe nor the County shall in any event be liable in damages for each other's business loss, business interruption or other consequential damages of whatever kind or nature, regardless of the cause of such damages, and each party, and anyone claiming by or through them, expressly waives all claims for such damages.

18. Right to Terminate: The County may terminate this Agreement, at its option, after giving not less than thirty (30) days' notice to the Tribe.

In the event of termination by the County pursuant to this Section, the County shall be relieved of all further liability hereunder except its obligations to remove its improvements as provided herein and restoring the Premises to its condition at the Commencement Date.

19. Binding on Successors: The covenants and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the Parties hereto.

20. Access to Premises: In addition to the Easements granted in the Easement Agreement attached hereto as Exhibit B, the County and its engineers, officers, employees, agents and contractors shall have full access to the Premises during the Term.

21. Dispute Resolution:

(a) Negotiation. If either party believes the other has failed to comply with the requirements of this Agreement, or if a dispute arises over the proper interpretation of any provisions of this Agreement, then either party may initiate negotiation by serving a written notice on the other identifying the specific provision or provisions of this Agreement in dispute and specifying in detail the factual basis for any alleged non-compliance and/or the interpretation of the provision of this Agreement. Within thirty (30) days of

service of such notice, representatives designated by each party shall meet in an effort to resolve the dispute through negotiation.

(b) Mediation. If either party believes the other has failed to comply with the requirements set forth in this Agreement, or if there is a dispute over the proper interpretation of any provision of this Agreement, the Parties may agree in writing to settle the dispute by non-binding mediation.

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

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

(ii) Cost of Arbitration. The cost of arbitration shall be borne equally by the Parties, with one-half (1/2) of the cost charged to the Tribe and one-half (1/2) of the cost charged to the County, and each shall bear its own expenses.

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

22. Entire Agreement: This Agreement constitutes the full and complete agreement of the parties. No supplement, modification or amendment of this Agreement shall be binding unless in writing and executed by all of the parties to this Agreement. The following exhibits are attached and made part of this Agreement: Exhibit A:

23. Hazardous Waste:

(a) The term Hazardous Materials shall mean any substance, material, waste, gas or particulate matter that is regulated by any local governmental authority, the State of Wisconsin, or the United States Government, including, but not limited to, any material or substance which is: (i) defined as a "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," or "restricted hazardous waste" under any provision of state or local law; (ii) petroleum; (iii) asbestos; (iv) polychlorinated biphenyl; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to Section 311 of the Clean Water Act, 33 U.S.C. Sections 1251 *et seq.* (33 U.S.C. Section 1317); (vii)

defined as a “hazardous waste” pursuant to Section 1004 of the Resource Conservation and Recovery Act, 42 U.S.C. Sections 6901 *et seq.* (42 U.S.C. Section 6903); or (viii) defined as a “hazardous substance” pursuant to Section 101 of the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sections 9601 *et seq.* (42 U.S.C. Section 9601). The term Environmental Laws shall mean all statutes specifically described in the foregoing sentence and all applicable federal, state, and local environmental health and safety statutes, ordinances, codes, rules, regulations, orders, and decrees regulating, relating to, or imposing liability or standards concerning or in connection with Hazardous Materials.

**(b)** The Tribe represents and warrants that, to the best of the Tribe’s knowledge: (i) the Premises have not been used for the use, manufacturing, storage, discharge, release or disposal of Hazardous Materials; (ii) neither the Premises nor any part thereof is in breach of any Environmental Laws; (iii) there are no underground storage tanks located on or under the Premises; and (iv) the Premises are free of any Hazardous Materials that would trigger response or remedial action under any Environmental Laws or any existing common law theory based on nuisance or strict liability. If any such representation is in any manner inaccurate or any such warranty is in any manner breached during the term of this Agreement (collectively, a “Breach”), and if such Breach gives rise to or results in liability (including, but not limited to, a response action, remedial action or removal action) under any Environmental Laws or any existing common law theory based on nuisance or strict liability, or causes a significant effect on public health, the Tribe shall promptly take any and all remedial and removal action as required by law to clean up the Premises and mitigate exposure to liability arising from, and keep the Premises free of any lien imposed pursuant to, any Environmental Laws as a result of such Breach.

**(c)** In addition, the Tribe agrees to indemnify, defend and hold harmless the County, its officers, partners, successors, and assigns from and against any and all debts, liens, claims, causes of action, administrative orders and notices, costs (including, without limitation, response and/or remedial costs), personal injuries, losses, damages, liabilities, demands, interest, fines, penalties and expenses, including reasonable attorneys’ fees and expenses, consultants’ fees and expenses, court costs, and all other out-of-pocket expenses, suffered or incurred by the County and its grantees as a result of: (a) any Breach; or (b) any matter, condition or state of fact involving Environmental Laws or Hazardous Materials that existed on or arose during the Term of this Agreement and that failed to comply with: (i) the Environmental Laws then in effect; or (ii) any existing common law theory based on nuisance or strict liability.

**(d)** The Tribe represents and warrants to the County that the Tribe has received no notice that the Premises or any part thereof is, and, to the best of its knowledge and belief, no part of the Premises is located within, an area that has been

designated by the Federal Emergency Management Agency, the Army Corps of Engineers, or any other governmental body as being subject to special hazards.

(e) The covenants of this Section shall survive and be enforceable and shall continue in full force and effect for the benefit of the County and its subsequent transferees, successors, and assigns and shall survive the Term of this Agreement and any renewal periods thereof.

24. Mechanic's Liens. The County will not cause any mechanic's or materialman's lien to be placed on the Premises, and the County agrees to indemnify, defend and hold harmless the Tribe from any such lien from a party claiming by, through or under the County.

25. Headings: The headings of sections and subsections are for convenient reference only and shall not be deemed to limit, construe, affect, modify, or alter the meaning of such sections or subsections.

26. Time of Essence: Time is of the essence for the Tribe's and the County's obligations under this Agreement.

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

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

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

**BROWN COUNTY**

Date: \_\_\_\_\_

By: \_\_\_\_\_

Date: \_\_\_\_\_

By: \_\_\_\_\_

Seal of Brown County

**ONEIDA TRIBE OF INDIANS OF  
WISCONSIN**

Date: \_\_\_\_\_  
Seal of the Oneida Tribe

By: \_\_\_\_\_  
Edward Delgado , Tribal Chairman