

PROCEEDINGS OF THE BROWN COUNTY BOARD OF SUPERVISORS
DECEMBER 21, 2011

Pursuant to Section 19.84 and 59.14, Wis. Stats., notice is hereby given to the public that the REGULAR meeting of the **BROWN COUNTY BOARD OF SUPERVISORS** was held on **Wednesday, December 21, 2011, at 7:00 p.m.**, in the Legislative Room 203, 100 North Jefferson Street, Green Bay, Wisconsin.

The following matters will be considered:

Call to order at 7:00 p.m.

Invocation.

Pledge of Allegiance to the Flag.

Present: Tumpach, De Wane, Nicholson, Theisen, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzels, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Present: 25 Total Excused: 1

No. 1 -- ADOPTION OF AGENDA.

A motion was made by Supervisor Scray and seconded by Supervisor Evans “**to amend the agenda by taking #9o after #5g and by adding Items 8a(ii) and 8d(i)**”. Voice vote taken. Motion carried unanimously with no abstentions.

A motion was made by Supervisor Scray and seconded by Supervisor Andrews “**to adopt the agenda as revised**”. Voice vote taken on revised agenda. Motion carried unanimously with no abstentions.

No. 2a -- APPROVAL OF MINUTES OF NOVEMBER 7, 2011.

A motion was made by Supervisor Moynihan and seconded by Supervisor Fleck “**to approve the minutes of November 7, 2011**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 2b -- APPROVAL OF MINUTES OF NOVEMBER 17, 2011 AND NOVEMBER 21, 2011

A motion was made by Supervisor Andrews and seconded by Supervisor Van Vonderen “**to approve the minutes of November 17, 2011 and November 21, 2011**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 3 -- ANNOUNCEMENTS OF SUPERVISORS.

Supervisor Erickson thanked everyone who donated to the 8th Annual Food Drive for the Salvation Army.

Supervisor Evans announced that Family Services Association received a \$590,000 Grant for Healthy Families to be dispersed to Howe Elementary School and Fort Howard Resource Center. Mr. Evans stated he is very proud of the Brown County Board for supporting Human Services in the County.

Supervisor Vander Leest recognized the late John Gower for serving on the County Board from 2003-2004. Supervisor Vander Leest listed various civic accomplishments of John Gower.

Supervisor Haefs questioned if the Budget Vote was a dead issue. Mr. Haefs was informed by Chairman Zima that "Yes, it is a dead issue."

No. 4 -- COMMUNICATIONS.

No. 4a -- FROM SUPERVISOR BERNIE ERICKSON RE: HAVE GREEN BAY METROPOLITAN SEWERAGE REPORT QUARTERLY TO PLANNING, DEVELOPMENT AND TRANSPORTATION COMMITTEE/LAND CONSERVATION AND SEMI-ANNUALLY TO REPORT ON HAPPENINGS AT THE METROPOLITAN SEWAGE DISTRICT AND COSTS FUNDING

Refer to Planning, Development and Transportation Committee and Executive Committee.

LATE COMMUNICATIONS:

No. 4b -- FROM SUPERVISOR BUCKLEY RE: DRAFT A RESOLUTION TO ADD A FRAUD INVESTIGATOR FOR THE SHERIFF'S DEPARTMENT TO BE USED IN CONJUNCTION WITH THE CURRENT FRAUD INVESTIGATOR ASSIGNED TO WORK WITH HUMAN SERVICES. THIS POSITION WOULD NEED TO BE REVIEWED AFTER 1 YEAR. FUNDING COULD COME FROM CARRYOVER MONIES AT THE 2011 SHERIFF'S DEPARTMENT BUDGET.

Refer to Administration and Executive Committee.

No. 4c -- FROM SUPERVISOR EVANS RE: BROWN COUNTY SHALL FUND \$5 MILLION FOR THE KI CONVENTION CENTER EXPANSION OUT OF THE SURPLUS FUNDS FROM THE EXISTING 8% ROOM TAX. SHOULD THE PROJECT NOT BE UNDER CONSTRUCTION IN 2012, THE APPROPRIATION WILL BE NULL AND VOID.

Refer to Executive Committee.

No. 4d -- FROM SUPERVISOR EVANS RE: THAT BROWN COUNTY SUPPORT THE WISCONSIN CITIZENS SAFE WIND SITING GUIDELINES AND SEND THE APPROPRIATE RESOLUTION TO THE GOVERNOR, STATE SENATORS AND REPRESENTATIVES, AND THE STATE PSC TO REQUEST THE PUBLIC SERVICE COMMISSION TO STOP THE WIND SITING RULES FROM GOING INTO EFFECT AT THE END OF THE LEGISLATIVE SESSION.

Refer to Human Services Committee.

No. 4e -- FROM SUPERVISOR DANTINNE RE: TO HAVE A PRESENTATION ON HIGHWAY AGENDA COMPARING A COLD MIX ASPHALT OPTION TO A

HOT MIX ASPHALT OPTION TO SAVE ROAD DOLLARS BY SCOTT CONSTRUCTION.

Refer to Planning, Development and Transportation Committee.

No. 5 -- APPOINTMENTS BY THE COUNTY EXECUTIVE.

A motion was made by Supervisor De Wane and seconded by Supervisor Lund **“to suspend the rules to take items #5a through #5g in one vote”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 5a -- CONFIRMATION OF MARIA LASECKI AS CHILD SUPPORT ADMINISTRATOR.

No. 5b -- APPOINTMENT OF JEFF MITCHELL TO CHILDREN WITH DISABILITIES EDUCATION BOARD.

No. 5c -- APPOINTMENT OF LESLEY GREEN TO CRIMINAL JUSTICE COORDINATING BOARD.

No. 5d -- APPOINTMENT OF STEPHANIE DRALL TO LOCAL EMERGENCY PLANNING COMMITTEE.

No. 5e -- APPOINTMENT OF CHRISTOPHER WAGNER TO LIBRARY BOARD.

No. 5f -- REAPPOINTMENT OF SANDY RYCZKOWSKI TO NICOLET FEDERATED LIBRARY BOARD.

No. 5g -- APPOINTMENT OF JOHN KENNEDY TO SOLID WASTE MANAGEMENT BOARD.

A motion was made by Supervisor De Wane and seconded by Supervisor Andrews **“to approve the above appointments of items 5a through 5g”**. Voice vote taken. Motion carried unanimously with no abstentions.

TAKEN OUT OF ORDER AT THIS TIME ITEM #9o.

No. 9o -- ORDINANCE RE: CREATING 3.33 OF THE BROWN COUNTY CODE OF ORDINANCES TO PROHIBIT CARRYING OF FIREARMS INTO SPECIFIED COUNTY BUILDINGS AND TO SPECIAL EVENTS

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 3.33 “FIREARMS RESTRICTED IN SPECIFIED COUNTY BUILDINGS AND AT SPECIAL EVENTS” is created to read:

- (1) Definitions.
 - (a) “Firearms” means a weapon that acts by force of gunpowder.
 - (b) “Law Enforcement Officer” means a Wisconsin law enforcement officer as defined in §175.46(1)(g) Wisconsin Statutes or a federal law enforcement officer, as defined in §175.40(7)(a)1 Wisconsin Statutes.

~~“Special Event” means an event that is open to the public, is for duration of not more than 3 weeks, and either has designated entrances to and from the event that are locked when the event is closed or requires an admission.~~

(c) “Building” does not include a parking facility on county property or any part of a building used as a parking facility.

(2) No person shall carry a firearm into the following buildings owned, occupied or controlled by the county:

(a) Community Treatment Center, 3150 Gershwin Drive, Green Bay.

(b) Sophie Beaumont Building, 111 N. Jefferson Street, Green Bay.

(c) Brown County Shelter Care, 2980 St. Anthony Drive, Green Bay.

~~Northern Building, 305 East Walnut Street, Green Bay.~~

~~Ag UW Extension Building, 1150 Bellevue Street, Green Bay.~~

(3) Signs notifying persons to not enter the above county buildings carrying firearms shall be posted in a prominent place near all entrances to the buildings. The signs shall meet or exceed the specifications set in §943.13 Wisconsin Statutes.

~~No person shall carry a firearm into any special event taking place on property owned and controlled by Brown County.~~

~~Signs notifying persons to not enter special events carrying firearms shall be posted in a prominent place near all entrances to the special event. The signs shall meet or exceed the specifications set in §943.13 Wisconsin Statutes.~~

(4) EXCEPTIONS. The restrictions on carrying firearms into specified county buildings ~~or into Special Events~~ shall not apply in the following circumstances:

(a) Subsection (2) ~~and (4)~~ shall not apply to any law enforcement officer carrying a firearm.

(b) Subsection (2) ~~and (4)~~ shall not apply to an on duty private security officer or on duty armored car personnel providing contracted services to the county.

(5) Violations of Subsections (2) ~~and (4)~~ shall be prosecuted under §943.13 Wisconsin Statutes.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Final Draft Approved by Corporation Counsel.

Fiscal Note: This Ordinance does not require an appropriation from the general fund. The cost of the signs will be paid from 2011 budgeted operations in the Facilities Department.

**** PLEASE NOTE -- The above changes made to the ordinance were as per the County Board on 12/21/2011. ****

A motion was made by Supervisor Andrews and seconded by Schuller **“to adopt”**.

A motion was made by Supervisor Scray and seconded by Supervisor Moynihan **“to suspend the rules to allow interested parties to address the County Board”**. Voice vote taken. Motion carried unanimously with no abstentions.

Brian Johnson, 1933 Preble Avenue, Green Bay, WI, spoke to the County Board against the above ordinance.

A motion was made by Supervisor Erickson and seconded by Supervisor Dantine **“to return to the regular order of business”**. Voice vote taken. Motion carried unanimously with no abstentions.

Following discussion by the Supervisors, a motion was made by Supervisor Miller and seconded by Supervisor Lund **“to refer to Executive Committee”**. Vote taken. Roll Call #9o(1):

Ayes: Tumpach, Theisen, Miller, Andrews, Fleck, Clancy, Carpenter, Lund, Fewell

Nays: De Wane, Nicholson, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Kaster, Van Vonderen, Schuller, Wetzal, Moynihan, Scray

Excused: La Violette

Total Ayes: 9 Total Nays: 16 Excused: 1

Motion defeated.

A motion was made by Supervisor Lund and seconded by Supervisor Andrews **“to vote on #9o, item #2a, #2b, #2c, #2d, #2e, and Item #4 separately”**. Voice vote taken. Motion carried unanimously with no abstentions.

Item #2a -- No person shall carry a firearm into the following buildings owned, occupied or controlled by the county: (a) Community Treatment Center, 3150 Gershwin Drive, Green Bay.

Roll Call #9o(2):

Ayes: Tumpach, De Wane, Nicholson, Theisen, Miller, Haefs, Erickson, Brunette, Evans, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Lund, Fewell

Nays: Zima, Vander Leest, Buckley, Dantine, Wetzal, Moynihan, Scray, Carpenter

Excused: La Violette

Total Ayes: 17 Total Nays: 8 Excused: 1

Motion carried.

Item #2b -- No person shall carry a firearm into the following buildings owned, occupied or controlled by the County: (b) Sophie Beaumont Building, 111 North Jefferson Street, Green Bay.

Roll Call #9o(3):

Ayes: Tumpach, De Wane, Nicholson, Theisen, Miller, Erickson, Evans, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy

Nays: Haefs, Brunette, Zima, Vander Leest, Buckley, Dantine, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Ayes: 13 Total Nays: 12 Excused: 1

Motion carried.

Item #2c -- No person shall carry a firearm into the following buildings owned, occupied or controlled by the county: (c) Brown County Shelter Care, 2980 Saint Anthony Drive, Green Bay.

Roll Call #9o(4):

Ayes: Tumpach, De Wane, Nicholson, Theisen, Miller, Haefs, Erickson, Evans, Vander Leest, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Lund, Fewell

Nays: Brunette, Zima, Buckley, Dantine, Wetzel, Moynihan, Scray, Carpenter

Excused: La Violette

Total Ayes: 17 Total Nays: 8 Excused: 1

Motion carried.

Item #2d -- No person shall carry a firearm into the following buildings owned, occupied or controlled by the county: (d) Northern Building, 305 East Walnut Street, Green Bay.

Roll Call #9o(5):

Ayes: Theisen, Miller, Andrews, Van Vonderen, Schuller, Fleck, Clancy

Nays: Tumpach, De Wane, Nicholson, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Kaster, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Ayes: 7 Total Nays: 18 Excused: 1

Motion defeated.

Item #2e -- No person shall carry a firearm into the following buildings owned, occupied or controlled by the county: (e) Ag-UW-Extension Building, 1150 Bellevue Street, Green Bay.

Roll Call #9o(6):

Ayes: Haefs, Andrews, Van Vonderen, Fleck, Clancy

Nays: Tumpach, De Wane, Nicholson, Theisen, Miller, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Kaster, Schuller, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Ayes: 5 Total Nays: 20 Excused: 1

Motion defeated.

Item #4 -- No person shall carry a firearm into any special event taking place on property owned and controlled by Brown County.

Item #5 -- Signs notifying persons to not enter special events carrying firearms shall be posted in a prominent place near all entrances to the special event. The signs shall meet or exceed the specifications set in §943.13 Wisconsin Statutes. **

Roll Call #9o(7):

Ayes: Haefs, Van Vonderen, Schuller, Fleck, Clancy

Nays: Tumpach, De Wane, Nicholson, Theisen, Miller, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Wetzal, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Ayes: 5 Total Nays: 20 Excused: 1

Motion defeated.

** Because Item #4 was defeated, Item #5 is also defeated.

A motion was made by Supervisor Andrews and seconded by Supervisor Lund **“to approve the ordinance as amended and on Page 2 of the Ordinance by changing the number (6) Exceptions to (4) Exceptions and deleting (4) in Subsections (a) and (b) under the new (4) Exceptions”**. Vote taken. Roll Call #9o(8):

Ayes: Tumpach, De Wane, Nicholson, Theisen, Miller, Erickson, Brunette, Evans, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Scray, Lund, Fewell

Nays: Zima, Vander Leest, Buckley, Dantine, Wetzal, Moynihan, Carpenter

Abstain: Haefs

Excused: La Violette

Total Ayes: 17 Total Nays: 7 Abstained: 1 Excused: 1

Motion carried.

Approved by: \ s \ Troy Streckenbach, County Executive Date: 12/28/2011

Approved by: \ s \ Darlene K. Marcelle, County Clerk Date: 01/05/2012

Approved by: \ s \ Guy Zima, County Board Chairman Date: 01/11/2012

No. 6a -- REPORT BY COUNTY EXECUTIVE.

Executive Streckenbach wished the Village of Pulaski the best in rebuilding after the recent fire in its downtown and thanked all of the fire departments responding to Mavis.

Mr. Streckenbach thanked the County Board Chair for serving on the Search and Screen Committee for the new Public Works Director.

County Executive Streckenbach thanked Tom Nelson, Outagamie County Executive for working together to collaborate efforts for mutual services.

Mr. Streckenbach thanked Tom Hinz for the Packers Heritage Trail Project Walking Tour which will help bring more visitors to the Green Bay downtown area.

No. 6b -- REPORT BY BOARD CHAIRMAN.

Chairman Zima expressed the loss of former Supervisor John Gower and expressed how much he admired Mr. Gower.

Mr. Zima made remarks about the Sunday Editorial about him in the Green Bay Press Gazette and stated he is not intimidated by the Article.

Chairman Zima announced Sara Perizzo, Internal Auditor, has resigned from her position in Brown County and her last day will be January 4th. She has taken a position as the City of Oconto Administrator. Mr. Zima thanked Sara for all her dedication to Brown County.

No. 7 -- OTHER REPORTS. NONE.

No. 8 -- STANDING COMMITTEE REPORTS:

No. 8a -- REPORT OF ADMINISTRATION COMMITTEE OF NOVEMBER 17, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on November 17, 2011, and recommends the following motions:

1. Review Minutes Of:
 - a. Facility Master Plan Subcommittee (October 20, 2011). Receive and place on file.
2. Communication from Supervisor Theisen re: Request to establish a probationary wage for all new county employees. *Referred back from November 7, 2011 County Board meeting. Hold for one month.*
3. County Clerk - Resolution Supporting the 2012-2013 Memo of Understanding Between Brown County and the Town of Eaton for the Statewide Voter Registration System (SVRS). *See #15.*
4. County Clerk - Resolution Supporting the 2012- 2013 Memo of Understanding Between Brown County and the Town of Holland for the Statewide Voter Registration System (SVRS). *See #15.*
5. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Humboldt for the Statewide Voter Registration System (SVRS). *See #15*
6. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Lawrence for the Statewide Voter Registration System (SVRS). *See #15.*
7. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Morrison for the Statewide Voter Registration System (SVRS). *See #15.*
8. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and Town of New Denmark for the Statewide Voter Registration System (SVRS). *See #15*
9. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Pittsfield for the Statewide Voter Registration System (SVRS). *See #15.*
10. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Glenmore for the Statewide Voter Registration System (SVRS). *See #15.*
11. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Green Bay for the Statewide Voter Registration System (SVRS). *See #15.*
12. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Town of Rockland for the Statewide Voter Registration System (SVRS). *See #15.*
13. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and Town of Wrightstown for the Statewide Voter Registration System (SVRS). *See #15.*
14. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Village of Denmark for the Statewide Voter Registration System (SVRS). *See #15*

15. County Clerk - Resolution Supporting the 2012 – 2013 Memo of Understanding Between Brown County and the Village of Pulaski for the Statewide Voter Registration System (SVRS).
 - i. To suspend the rules and take Items 3 through 15 together.
 - ii. To approve Items 3 through 15. See Resolutions, Ordinances December County Board.
16. Corporation Counsel - Resolution re: To Authorize Use of Funds to Retain Outside Counsel. *Referred back from November 7, 2011 County Board meeting.* To authorize use of funds to retain outside counsel not to exceed \$10,000. See Resolutions, Ordinances December County Board.
17. Human Resources - Activity Report for October, 2011. Receive and place on file.
18. Human Resources – Director’s Report. Receive and place on file.
19. Dept. of Admin. - 2011 Budget Adjustment Log. Receive and place on file.
20. Dept. of Admin. - Director’s Report. Receive and place on file.
21. Facility & Park Mgmt. - Budget Adjustment Request (11-50): Increase in expenses with offsetting increase in revenue. To approve.
22. Facility & Park Mgmt. - Budget Adjustment Request (11-51): Increase in expenses with offsetting increase in revenue. To approve.
23. Facility & Park Mgmt. - Discussion re: Syble Hopp Pool Cover. Receive and place on file.
24. Facility & Park Mgmt. - Discussion re: Resch Centre Maintenance. Receive and place on file.
25. Facility & Park Mgmt. - Approval of Bid re: Security Fencing at Jail. *This item was not discussed as this bid was approved on October 19, 2011.*
26. Facility & Park Mgmt. – Director’s Report. Receive and place on file.
27. Audit of bills – To approve bills.

A motion was made by Supervisor Nicholson and seconded by Supervisor Tumpach “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8a(i) -- REPORT OF ADMINISTRATION COMMITTEE OF DECEMBER 8, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in regular session on December 8, 2011, and recommends the following motions:

1. Communication from Supervisor Theisen re: Request to establish a probationary wage for all new county employees. To refer to staff to report back in 30 days with further information.
2. County Clerk – Budget Adjustment Request (#11-155): Increase in expenses with offsetting increase in revenue. To approve.
3. Treasurer – Budget Status Financial Report of October, 2011. Receive and place on file.
4. Corporation Counsel – Ordinance re: Creating Section 3.33 of the Brown County Code of Ordinances to Prohibit Carrying of Firearms into specified County Buildings and to Special Events.

- i. To suspend the rules to allow interested parties to speak.
 - ii. To return to regular order of business.
 - iii. To adopt the addition of the Northern Building and Ag & Extension Center to the list of buildings which will prohibit concealed carry of firearms. *See Resolutions, Ordinances December County Board.*
5. Department of Administration – Ordinance re: Creation of Section 3.32 of the Brown County Code entitled “Fund Balance Policy”. To approve with changes. *See Resolutions, Ordinances December County Board.*
 6. Department of Administration – Resolution re: 2012 Interoperability Capital Project. To approve with changes. *See Resolutions, Ordinances December County Board.*
Ayes: 4 (Miller, Schuller, Theisen, Lund); Abstain: 1 (Tumpach).
 7. Department of Administration – Directors’ Report. Receive and place on file.
 8. Information Services – Budget Status Financial Report for October, 2011. Receive and place on file.
 9. Information Services – Budget Adjustment Request (#11-164): Change in any item within Outlay account which requires the reallocation of funds from any other major budget classification or the reallocation of Outlay funds to another major budget classification. To approve.
 10. Department of Administration – Director’s Report. Receive and place on file.
 11. Human Resources – Budget Status Financial for October, 2011. Receive and place on file.
 12. Human Resources – Activity Report for November, 2011. Receive and place on file.
 13. Human Resources – 3rd Quarter, 2011 Report. Receive and place on file.
 14. Human Resources – Director’s Report. *No report.*
 15. Audit of Bills. To approve payment of bills.

A motion was made by Supervisor Lund and seconded by Supervisor Andrews “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8a(ii) -- REPORT OF “SPECIAL” ADMINISTRATION COMMITTEE OF DECEMBER 21, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The ADMINISTRATION COMMITTEE met in special session on December 21, 2011, and recommends the following motions:

1. Review and Approval of Bid for pool cover at Syble Hopp. To approve the bid of Alta Enterprises, Inc. in the amount of \$26,198.

A motion was made by Supervisor Lund and seconded by Supervisor Schuller “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8b -- REPORT OF EDUCATION & RECREATION COMMITTEE OF DECEMBER 1, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EDUCATION & RECREATION COMMITTEE met in regular session on December 1, 2011 and recommends the following:

1. Review Minutes of:
 - a. Library Board (September 15, 2011). Receive and place on file.
 - b. Neville Public Museum Governing Board (October 10, 2011 and November 14, 2011). Receive and place on file.
2. Communication from Supervisor Erickson re: Update on reducing County Board Launch fees to Seniors (65 and over) from \$30.00 to \$20.00. Hold for one month.
3. Communication from Supervisor Vander Leest re: Request to review the stops for the Bookmobile to include more stops for handicapped persons, elderly and other underserved persons in Brown County. Receive and place on file.
4. Communication from Supervisor Vander Leest re: Request for Library staff to present lower cost options to renovate the Central Branch Library. Original projected cost in 2008 was \$10 million, that price is now over \$20 million. *Referred from September County Board/October Ed & Rec.* Receive and place on file.
5. Communication from Supervisor Vander Leest re: Request to include a commitment of future excess Room Tax Monies in Brown County toward the Resch Center, Shopko Hall, and Arena Complex Capital needs. This would be included in our resolutions related to supporting the KI Expansion. *Referred from September County Board/October Ed & Rec.* Hold for one month.
6. Other - Update from Corporation Counsel John Luetscher regarding Room Tax Issues. Hold for one month and invite Corporation Counsel John Luetscher to attend the next Ed and Rec Committee meeting.
7. Golf Course - Budget Status Financial Report of October, 2011. Receive and place on file.
8. Golf Course - Financial Statistics as of November 13, 2011. Receive and place on file.
9. Golf Course - Request from Perry Mettler regarding use and fees of golf course for special events. Receive and place on file.
10. Golf Course - Superintendent's Report. Receive and place on file.
11. Museum - Attendance and Admissions for October, 2011. Receive and place on file.
12. Museum - Budget Adjustment (11-141): Increase in expenses with offsetting increase in revenue. To approve.
13. Museum - Director's Report. Receive and place on file.
14. Library - Budget Status Financial Report for September, 2011. To approve.
15. Library - Director's Report. Receive and place on file.
16. NEW Zoo - Budget Adjustment (11-154): Increase in expenses with offsetting increase in revenue. To approve.
17. NEW Zoo - Budget Status Financial Report for October, 2011. Receive and place on file.
18. NEW Zoo - Zoo Monthly Activity Report.
 - a. Operations Report.
 - i. Admissions, Revenue, Attendance.
 - ii. Gift Shop, Mayan, Zoo Pass, Misc. Revenue. Receive and place on file.
19. NEW Zoo - Education/Volunteer Programs Report for September and October, 2011. Receive and place on file.
20. NEW Zoo - Curator's Report. Receive and place on file.
21. NEW Zoo - Maintenance Supervisor Report. Receive and place on file.

22. NEW Zoo - Zoo Boo Report. Receive and place on file.
23. New Zoo -Director's Report. Receive and place on file.
24. Parks - Budget Status Financial for October, 2011. Receive and place on file.
25. Parks - Budget Adjustment Request (11-142): Increase in expenses with offsetting increase in revenue. To approve.
26. Parks - Request from Keith Bell for discussion regarding consistency in rental and storage fees charged at park facilities.
 - i. To suspend the rules to allow interested parties to speak.
 - ii. To return to regular order of business.
 - iii. Receive and place on file. Ayes: 3 (Vander Leest; Van Vonderen, Clancy); Abstain: 1 (Carpenter)
27. Parks - Request from Jacque Jadin for permission to add to, maintain and improve existing mountain bike trail system to be sustainable in way that will minimize user impact. To have staff work with the organizations involved and come back with a plan for the Committee by the February meeting.
28. Parks - Resolution re: Identifying Revenues That Can Be Deposited Into The Land And Building Acquisition Segregated Account. To approve. *See Resolutions, Ordinances December County Board.*
29. Parks - Approval of 2013 Park rates and fees for grounds/shelter rentals. To approve.
30. Parks - Director's Report. Receive and place on file.
31. Resch Centre/Arena/Shopko Hall - Complex Attendance for the Brown County Veterans Memorial Complex. Receive and place on file.
32. Resch Centre/Arena/Shopko Hall - Update re: Repair and Maintenance Timeline at the Resch Center (standing item). Receive and place on file.
33. Resch Centre/Arena/Shopko Hall - Discussion regarding letter from Attorney of Dick Resch. To have a solution to the letter from Dick Resch's attorney as quickly as possible.
34. Audit of bills. To pay.

A motion was made by Supervisor Clancy and seconded by Supervisor Andrews "to adopt". Supervisor Erickson requested item #2 be taken separately. Voice vote taken on remainder of report. Motion carried unanimously with no abstentions.

Item #2 -- Communication from Supervisor Erickson re: Update on reducing County Board Launch fees to Seniors (65 and over) from \$30.00 to \$20.00 COMMITTEE ACTION: Hold for one month.

Supervisor Erickson provided an update on Senior Boat Launch fees. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8c -- REPORT OF EXECUTIVE COMMITTEE OF DECEMBER 12, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The EXECUTIVE COMMITTEE met in regular session on December 12, 2011 and recommends the following motions:

1. Communication from Supervisor Vander Leest re: Request to include a commitment of future excess Room Tax Monies in Brown County toward the Resch Center, Shopko Hall and Arena Complex Capital needs. This would be included in our resolutions related to

supporting the KI Expansion. *Motion at 10/3/11 mtg: To hold one month with a request that the County Executive and Supervisor VanderLeest bring back information related to future maintenance costs for the arena complex; Motion at 11/3/11 mtg: To hold (Supervisor Vander Leest not present). That studies continue and that the Internal Auditor and Board Attorney review what the City of Green Bay has collected and report back.*

2. Communication from Supervisor Lund re: Put \$20,000 in County Board Budget for outside legal counsel and establish a policy for this usage. To hold until the January meeting and a report received from Attorney Fred Mohr.
3. Legal Bills - Review and Possible Action on Legal Bills to be paid. To approve payment of legal bills.
4. County Executive Report.
 - a) Budget Status Financial Report for October, 2011. Receive and place on file.
5. Internal Auditor Report.
 - a) Budget Status Financial Report for October, 2011. Receive and place on file.
 - b) Other. Receive and place on file.
6. Board Attorney Report.
 - a) Discussion re: Chapter 4 as it relates to the Highway Department. To have Larry Adlebusch and Brian Lamers from the Highway Department meet with the County Executive, Human Resources, and the Board Attorney to discuss Highway Department concerns as they relate to Chapter 4.
 - b) Resolution re: Authority to Execute a 2012 Labor Agreement with the Brown County Sheriff's Department Supervisory Employees. To approve. See Resolutions, Ordinances December County Board.
 - c) A closed session pursuant to Wis. Stats. § 19.85(1)(e) for the purpose of deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session. (Labor Negotiations). *No action taken.*

Vacant Budgeted Positions (Request to Fill):

7. Finance/Purchasing – Administrative Clerk-Purchasing (vacated 12/15/11). To approve.
8. Health Department – Public Health Nurses (x2) (vacated 12/16/11 & 12/29/11). To approve.
9. Highway Department – Assistant Superintendent (vacated 12/23/11). To approve.
10. Highway Department – Engineering Technician II (vacated 12/9/11). To approve.
11. Highway Department – Fleet Manager Position (vacated 12/23/11). To approve.
12. Highway Department – Highway Laborer (vacated 12/1/11). To approve.
13. Human Services – Administrative Secretary (vacated 1/6/12). To approve.
14. Human Services – Assistant Director of Nursing (vacated 12/23/11). To approve.
15. Human Services – Clinical Social Worker (vacated 11/2/11). To approve.
16. Human Services/CTC – Housekeeper I (x1.5) (vacated 4/30/11 & 11/26/11). To approve.
17. Human Services – Social Worker/Case Manager-CPS (x3) (vacated 10/3/11 (x2) & 11/1/11). To approve.
18. Information Services – Programmer/Analyst II (vacated 12/2/11). To approve.

A motion was made by Supervisor Evans and seconded by Supervisor Fleck “**to adopt**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8d -- REPORT OF HUMAN SERVICES COMMITTEE OF NOVEMBER 17, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in regular session on November 17, 2011, and recommends the following motions:

1. Review Minutes of:
 - a. Aging & Disability Resource Center (October 27, 2011)
 - b. Aging & Disability Resource Center Personnel & Policy Committee (October 21, 2011)
 - c. Veterans' Recognition Subcommittee (October 18, 2011)
To receive and place on file Items 1a to 1c.
2. Human Services Dept. – Executive Director's Report. Receive and place on file.
3. Human Services Dept. – Economic Support (Bay Lake) Consortium. Receive and place on file.
4. Human Services Dept. – Financial Report for Community Treatment Center and Community Programs. Receive and place on file.
5. Human Services Dept. – Monthly Inpatient Data – Community Treatment Center and Bellin Psychiatric Center. Receive and place on file.
6. Human Services Dept. – Approval for New Non-Continuous Vendor. To approve.
7. Human Services Dept. – Request for New Vendor Contract. To approve.
8. Human Services Dept. – Monthly Contract Update. To approve.
9. Human Services Dept. – Approval of Bid for Gutters and Downspouts at CTC. To approve.
10. Audit of Bills. To pay bills.

A motion was made by Supervisor Evans and seconded by Supervisor Wetzel “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8d(i) -- REPORT OF “SPECIAL” HUMAN SERVICES COMMITTEE OF DECEMBER 21, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The HUMAN SERVICES COMMITTEE met in special session on December 21, 2011, and recommends the following motions:

1. Veterans' Services - Budget Adjustment (11-152): Increase in expenses with offsetting increase in revenue. To approve.
2. Human Services Dept. - Income Maintenance Consortium Resolution. To approve.
3. Aging and Disability Resource Center - Revenue and Expense Report for September, 2011. Receive and place on file.
4. Audit of Bills. To pay the bills.

A motion was made by Supervisor Andrews and seconded by Supervisor Fleck “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8e -- REPORT OF PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE OF NOVEMBER 28, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PLANNING, DEVELOPMENT & TRANSPORTATION COMMITTEE met in regular session on November 28, 2011, and recommends the following motions.

1. Review minutes of:
 - a. Planning Commission Board of Directors (October 5, 2011). Receive and place on file.
2. Planning Commission - Grant Application Review (#11-14): Brownsfields Assessment Grant – Hazardous Substances. To approve.
3. Port and Solid Waste - Discussion and Approval of Cat Island Chain Restoration Project. To pursue independent of the Corp of Engineers construction of the Cat island Chain Restoration Project.
4. Highway - Budget to Actual for October, 2011. Receive and place on file.
5. Highway - Resolution re: To Authorize Conveyance of 0.585 Acres of Vacant Land Previously Part of County Highway “GV” Right-of-Way. To approve. See Resolutions, Ordinances December County Board.
6. Highway - Director’s Report. Receive and place on file.
7. Airport - Budget Status Financial Report for October 31, 2011. See Item 8.
8. Register of Deeds - Budget Status Financial Report for October, 2011. Receive and place on file Items 7 & 8.
9. Audit of bills. To pay the bills.

A motion was made by Supervisor Dantine and seconded by Supervisor Kaster “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8e(i) -- REPORT OF LAND CONSERVATION SUB-COMMITTEE OF NOVEMBER 28, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The LAND CONSERVATION SUB COMMITTEE met in regular session on November 28, 2011 and recommends the following motions.

1. Land and Water Conservation Department Budget Update October 2011. Receive and place on file.
2. Wisconsin Land and Water Conservation Association Annual meeting agenda. Review and action on WLWCA Resolutions.
 - i. Resolution #1 re: Reduction of Agriculture Phosphorus Loading to Green Bay and Lake Michigan. To recommend that the County Board approve Resolution

- #1 and forward to Land Conservation. Nays: 1 (Dantinne). See Resolutions, Ordinances December County Board.
 - ii. Resolution #2 re: Retain Agricultural Tax Classification on Lands Enrolled in the Wetlands Reserve Program. To recommend that the County Board approve Resolution #2 and forward to Land Conservation. See Resolutions, Ordinances December County Board.
 - iii. Resolution #3 re: Requesting Increased Resources be directed to Prevent Asian Carp from Spreading to Inland Watersheds through the St. Croix and Wisconsin Rivers. To recommend the County Board approve Resolution #3 and forward to Land Conservation. See Resolutions, Ordinances December County Board.
 - iv. Resolution #4 re: Requesting Changes be made to Conservation Practice Standards Incorporating Recommended Adaptations for Climate Change. To recommend the County Board receive and place on file Resolution #4 and forward to Land Conservation. See Resolutions, Ordinances December County Board.
 - v. Resolution #5 re: Support Merging WLWCA with WALCE and the Repeal and Recreation of the WLWCA Bylaws. To recommend the County Board approve Resolution #5 and forward to Land Conservation. See Resolutions, Ordinances December County Board.
3. WLWCA proxy vote form. To refer to Chairman of Land Conservation for his disposition.

A motion was made by Supervisor De Wane and seconded by Supervisor Kaster **“to adopt”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 8f -- REPORT OF PUBLIC SAFETY COMMITTEE OF DECEMBER 7, 2011

TO THE MEMBERS OF THE BROWN COUNTY
BOARD OF SUPERVISORS

Ladies and Gentlemen:

The PUBLIC SAFETY COMMITTEE met in regular session on December 7, 2011 and recommends the following motions:

- 1. Review of minutes:
 - a. Criminal Justice Coordinating Board (October 25, 2011). Receive and place on file.
- 2. Ordinance re: To Amend §30.02 (4) (a) of the Brown County Code Entitled Ordinance Enforcement by Citation. To approve. See Resolutions, Ordinances December County Board.
- 3. District Attorney - Monthly Drug Criminal Complaint Numbers. Receive and place on file.
- 4. Sheriff - Budget Status Financial Report for October, 2011. Receive and place on file.
- 5. Sheriff - Budget Adjustment Request (#11-162): Increase in expenses with offsetting increase in revenue. To approve.
- 6. Sheriff - Budget Adjustment Request (#11-163): Increase in expenses with offsetting increase in revenue. To approve.
- 7. Sheriff - Key Factor Reports and Jail Average Daily Population by Month and Type for the Calendar Year 2011. Receive and place on file.
- 8. Sheriff - Sheriff’s Report. Receive and place on file.
- 8a. Sheriff - Discussion re: Welfare Fraud Investigator with Potential Action to add a Second Investigator. To add a Fraud Investigator for one year, monitored on a monthly basis, utilizing leftover funds from 2011 not to exceed \$110,000.

9. Public Safety Communications - Budget Status Financial Report for October, 2011. Receive and place on file.
10. Public Safety Communications - Resolution re: To Authorize Placement of Order for Radio Equipment. To approve the resolution to authorize placement of order for radio equipment with the amendment of the total cost at \$1.8 million. See Resolutions, Ordinances December County Board.
11. Public Safety Communications - Director's Report. Receive and place on file.
12. Circuit Court, Commissioners, Probate - Budget Status Financial Report for October, 2011. Receive and place on file.
13. Circuit Court, Commissioners, Probate - Budget Adjustment Request (#11-147): Interdepartmental reallocation or adjustment (including reallocation from the County's General Fund).
 - i. To approve the Budget Adjustment Request under Category 4: Interdepartmental Reallocation or Adjustment but striking the words "including reallocation from the County's General Fund".
 - ii. To hold for one month with the request for more information.
14. Audit of bills. To pay the bills.

A motion was made by Supervisor Buckley and seconded by Supervisor De Wane **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9 -- RESOLUTIONS, ORDINANCES:

A motion was made by Supervisor Lund and seconded by Supervisor Dantine **"to suspend the rules to vote on Resolutions #9a through #9m in one vote"**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9a -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF EATON FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Eaton, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Eaton established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Eaton directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Eaton fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1387.36	\$693.68
Expense-Clerk Typist I (LTE)	(\$1387.36)	(\$693.68)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

**MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF EATON
FOR THE STATEWIDE VOTER REGISTRATION SYSTEM**

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Eaton.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Eaton understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Eaton understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.

3. The Town of Eaton understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Eaton herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Eaton or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Eaton or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

\s\ Irvin Saharsky	02/03/2012
Irvin Saharsky, Town of Eaton Chairman	Date
\s\ Darlene K. Marcelle	01/05/2012
Darlene K. Marcelle, Brown County Clerk	Date

No. 9b -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF HOLLAND FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Holland, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Holland established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Holland directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Holland fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1397.48	\$698.74
Expense-Clerk Typist I (LTE)	(\$1397.48)	(\$698.74)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF HOLLAND FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Holland.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Holland understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Holland understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.

3. The Town of Holland understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Holland herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Holland or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Holland or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

\s\ Jerome Wall	01/09/2012
Jerome Wall, Town of Holland Chairman	Date
\s\ Darlene K. Marcelle	01/05/2012
Darlene K. Marcelle, Brown County Clerk	Date

No. 9c -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF HUMBOLDT FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Humboldt, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Humboldt established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Humboldt directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Humboldt fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1206.12	\$603.06
Expense-Clerk Typist I (LTE)	(\$1206.12)	(\$603.06)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF HUMBOLDT FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Humboldt.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Humboldt understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Humboldt understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Lawrence directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Lawrence fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$3941.28	\$1970.64
Expense-Clerk Typist I (LTE)	(\$3941.28)	(\$1970.64)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF LAWRENCE FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Lawrence.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Lawrence understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Lawrence understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.

3. The Town of Lawrence understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Lawrence herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Lawrence or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Lawrence or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ John Klasen
John Klasen, Town of Lawrence Chairman

 01/10/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2011
Date

No. 9e -- **RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF MORRISON FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)**

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Morrison, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Morrison established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Morrison directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Morrison fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1471.08	\$735.54
Expense-Clerk Typist I (LTE)	(\$1471.08)	(\$735.54)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \ \ Troy Streckenbach, County Executive Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF MORRISON FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Morrison.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Morrison understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Morrison understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Town of Morrison understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Morrison herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Morrison or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Morrison or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \ \ Todd Christensen
Todd Christensen, Town of Morrison Chairman

 01/10/2012
Date

 \ \ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 9f -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF NEW DENMARK FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of New Denmark, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of New Denmark established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of New Denmark directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of New Denmark fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1417.72	\$708.86
Expense-Clerk Typist I (LTE)	(\$1417.72)	(\$708.86)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk

Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF NEW DENMARK FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of New Denmark.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of New Denmark understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of New Denmark understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Town of New Denmark understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of New Denmark herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of New Denmark or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of New Denmark or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ William J. Krueger
William Krueger, Town of New Denmark Chairman

 01/09/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 9g -- **RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF PITTSFIELD FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)**

TO THE HONORABLE CHAIRMAN AND MEMBERS OF THE

BROWN COUNTY BOARD OF SUPERVISORS

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Pittsfield, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Pittsfield established an initial relier agreement with the Brown County Clerk’s Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk’s Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality’s latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Pittsfield directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Pittsfield fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$2399.36	\$1199.68
Expense-Clerk Typist I (LTE)	(\$2399.36)	(\$1199.68)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk’s 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF PITTSFIELD FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Pittsfield.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

- 1. The Town of Pittsfield understands that the State intends to maintain the official centralized database of voter registration information.
- 2. The Town of Pittsfield understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
- 3. The Town of Pittsfield understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
- 4. Based on the above, the Town of Pittsfield herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
- 5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Pittsfield or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Pittsfield or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ Thomas J. Huetter (Acting Chairman)
Keith Deneys, Town of Pittsfield Chairman

 02/14/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 9h -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF GLENMORE FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Glenmore, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Glenmore established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Glenmore directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Glenmore fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1044.20	\$522.10
Expense-Clerk Typist I (LTE)	(\$1044.20)	(\$522.10)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/27/2011

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Green Bay, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Green Bay established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Green Bay directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Green Bay fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1872.20	\$936.10
Expense-Clerk Typist I (LTE)	(\$1872.20)	(\$936.10)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF GREEN BAY FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Green Bay.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Green Bay understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Green Bay understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Town of Green Bay understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Green Bay herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Green Bay or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Green Bay or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ Lee De Champs
Lee De Champs, Town of Green Bay Chairman

 01/10/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 9j -- **RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF ROCKLAND FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)**

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Rockland, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Rockland established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Rockland directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Rockland fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1595.28	\$797.64
Expense-Clerk Typist I (LTE)	(\$1595.28)	(\$797.64)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,

No. 9k -- **RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF WRIGHTSTOWN FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)**

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Town of Wrightstown, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Town of Wrightstown established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Town of Wrightstown directs the Chair to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Town of Wrightstown fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$2043.32	\$1021.66
Expense-Clerk Typist I (LTE)	(\$2043.32)	(\$1021.66)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,

ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE TOWN OF WRIGHTSTOWN FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Town of Wrightstown.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Town of Wrightstown understands that the State intends to maintain the official centralized database of voter registration information.
2. The Town of Wrightstown understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Town of Wrightstown understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Town of Wrightstown herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Town of Wrightstown or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Town of Wrightstown or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ William R. Verbeten
William R. Verbeten, Town Chairman

 01/11/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 91 -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE VILLAGE OF DENMARK FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Village of Denmark, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Village of Denmark established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Village of Denmark directs the President to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Village of Denmark fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$1953.16	\$976.58
Expense-Clerk Typist I (LTE)	(\$1953.16)	(\$976.58)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE VILLAGE OF DENMARK FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Village of Denmark.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Village of Denmark understands that the State intends to maintain the official centralized database of voter registration information.
2. The Village of Denmark understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Village of Denmark understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Village of Denmark herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Village of Denmark or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Village of Denmark or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ Roger Stein
Roger Stein, Village President

 01/11/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

No. 9m -- RESOLUTION SUPPORTING THE 2012-2013 MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE VILLAGE OF PULASKI FOR THE STATEWIDE VOTER REGISTRATION SYSTEM (SVRS)

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

Ladies and Gentlemen:

WHEREAS, Congress passed the Help America Vote Act of 2002 (HAVA) to create a more uniform voter registration and voting system in the United States; and

WHEREAS, the Wisconsin Government Accountability Board (GAB) is charged with implementing a Statewide Voter Registration System (SVRS) that complies with HAVA; and

WHEREAS, the Village of Pulaski, a local unit of government, understands its obligations and commitments as mandated by HAVA and state statutes to implement and administer local voter registration; and

WHEREAS, the local unit of government is required to maintain the local voter registration information within the centralized SVRS and the Village of Pulaski established an initial relier agreement with the Brown County Clerk's Office to accept this responsibility for elections held since 2006; and

WHEREAS, the local unit of government has opted to renew its SVRS provider agreement with the Brown County Clerk's Office for elections held in 2012 and 2013; and

WHEREAS, the cost of administering a voter registration system is dependent upon the requirements of the system acquired by the State of Wisconsin, of which the costs estimated by the Brown County Clerk to the local unit of government is based on the municipality's latest estimated census at a rate of \$.23 per person for each election.

THEREFORE, the Village of Pulaski directs the President to enter into a Memorandum of Understanding with Brown County to provide support staff for efficient and cost effective services that comply with HAVA and, where appropriate, incorporate the sharing of technology and resources.

FURTHER RESOLVE that a copy of this resolution be sent to the Government Accountability Board in recognition of the Village of Pulaski fulfilling its HAVA requirements.

Fiscal Impact: None

2012-2013 Agreement	2012 – Four Elections	2013 – Two Elections
Revenue- Chargeback	\$3255.88	\$1627.94
Expense-Clerk Typist I (LTE)	(\$3255.88)	(\$1627.94)

Fiscal Note - This resolution does not require an appropriation from the General Fund. Municipal revenues for elections have been included in the County Clerk's 2012 budget and will also be included in the 2013 budget.

Respectfully Submitted,
ADMINISTRATION COMMITTEE
EXECUTIVE COMMITTEE

Authored by: County Clerk
Final Draft Approved by Corporation Counsel

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/27/2011

MEMO OF UNDERSTANDING BETWEEN BROWN COUNTY AND THE VILLAGE OF PULASKI FOR THE STATEWIDE VOTER REGISTRATION SYSTEM

This Memorandum of Understanding is hereby entered into by and between Brown County and the Village of Pulaski.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, the parties hereto agree as follows:

1. The Village of Pulaski understands that the State intends to maintain the official centralized database of voter registration information.
2. The Village of Pulaski understands their responsibilities and requirements for complying with HAVA and state statutes and accepts the responsibility to implement voter registration policies and procedures and maintain each voter's current registration documentation.
3. The Village of Pulaski understands the technology, technology maintenance, staffing, and training costs that are required of Brown County to accept the responsibility of updating the SVRS. The estimated cost per election is provided and agreed upon by both parties.
4. Based on the above, the Village of Pulaski herein declares its intention to utilize staff, technology, and resources of Brown County and share in the responsibilities and costs associated with the administration of SVRS and this sharing agreement.
5. This agreement is valid from January 1, 2012 through December 31, 2013. In addition, this agreement will be extended in 90 day increments unless officially terminated. This agreement can only be officially terminated if the following guidelines have been met:
 - a. Both parties to the agreement have notified the Government Accountability Board 90 days prior to the agreement being terminated.
 - b. The Village of Pulaski or new provider (municipality or county) assuming responsibility for updating the SVRS, has purchased the appropriate equipment and validated with the Government Accountability Board that they are capable of taking on the technology and resource responsibilities of the SVRS.
 - c. The Village of Pulaski or new provider (municipality or county) has validated with the Government Accountability Board that their clerks and appointed associates have been properly trained in the use and functions of the SVRS.

 \s\ Reed Woodward
Reed Woodward, Village President

 01/23/2012
Date

 \s\ Darlene K. Marcelle
Darlene K. Marcelle, Brown County Clerk

 01/05/2012
Date

A motion was made by Supervisor Dantine and seconded by Supervisor Moynihan “**to adopt Resolutions #9a through #9m**”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9n -- RESOLUTION RE: TO AUTHORIZE USE OF FUNDS TO RETAIN OUTSIDE COUNSEL

A motion was made by Supervisor Lund and seconded by Supervisor Nicholson “to refer to Executive Committee”. Voice vote taken. Motion carried unanimously with no abstentions.

No. 9o -- Taken out of order after Item #5g.

No. 9p -- ORDINANCE RE: CREATION OF SECTION 3.32 OF THE BROWN COUNTY CODE ENTITLED “FUND BALANCE POLICY”

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Section 3.32 of the Brown County Code entitled “Fund Balance Policy” is hereby created to read as follows:

(1) **STATUTORY AUTHORITY.** This ordinance is created pursuant to Wisconsin Statute §59.01, 59.03(1), 59.52(1)(b) & 65.90.

(2) **Purpose:** To ensure compliance with Government Accounting Standards Board “Statement 54” which will clearly define fund balance classifications; identify authority and actions that lead to committed and assigned fund balances; and establish spending priorities. This practice will ensure adequate monetary reserves are established in Brown County’s General Fund to protect against unanticipated events that could otherwise adversely affect the financial condition of the County and jeopardize the continuation of necessary public services. Adequate reserves in the General Fund also allow the County to:

- a. Provide sufficient cash flow for daily financial needs.
- b. Provide adequate reserves for contingencies such as emergencies and unexpected declines in revenue without borrowing
- c. Secure and maintain investment grade bond ratings

This Section ensures that the county administration establishes the reserves in compliance with County Board protocol.

(3) **Definitions:** The Governmental Accounting Standards Board (GASB) has defined the following categories for fund balances:

- a. **Non-spendable fund balance** – amounts that are not in a spendable form (such as delinquent taxes, inventory and prepaid expenses) or are required to be maintained intact.
- b. **Restricted fund balance** – amounts constrained to specific purposes by external providers (such as grantors, bondholders, and higher levels of government).
- c. **Unrestricted fund balance** – amounts available for use under the following sub-category restrictions:
- d. **Committed fund balance** - amounts constrained to specific purposes by the governing body only, not a delegate. Committed amounts can only be imposed, removed or modified by formal action by the governing body (a budget adjustment approved by

the full County Board). Committed amounts are based on self-imposed limitations established and set in place prior to year end, but can be calculated after year end.

- e. **Assigned fund balance** – amounts that the county intends to use for a specific purpose(s). Intent can be expressed by the governing body or recommended by an official delegated by the governing body.
- f. **Unassigned fund balance** – amounts in excess (surplus) of the categories described above in the General Fund only. By their nature, other funds are established to account for revenues that are expended for specific purposes, and therefore, do not have unassigned fund balance.

(4) **Committed or Assigned Fund Balance**

Committed fund balance shall include any amounts committed for a specific purpose by the County Board. Currently, County funds (not financing/bond funds) approved by the County Board to be utilized for capital projects are included in committed fund balance.

The Finance Director shall annually determine assigned fund balance based on fiscal year data and will include the following categories for financial statement purposes:

- a. **Vacation and sick leave** – an amount equal to the amount due to employees for future compensated absences.
- b. **Health Department** – an amount equal to the unspent excess earnings from performance-based grant revenue.
- c. **Library** – an amount equal to the unspent Library funds that are available to be carried forward.
- d. **Subsequent year's expenditures** – an amount equal to funds identified to be carried forward from one year to the next for a specific purpose. Included in this amount are carryover and the fund balances of the Hazmat, Land Conservation Grants, Parks donations, Boat Landing, Cross Country Ski, Park Land and Building Acquisition, Rails to Trails, Veteran's Memorial Complex, Employee Events, Land Records Modernization PALS Grants, DARE, Jail Assessment, Investigative Asset Seizures, Family Court, Nonmetallic Mining, and Museum Deaccessions.

(5) **Unassigned Fund Balance (General Fund Only)**

General Fund reserve for contingencies shall be maintained at a minimum of 13 percent, and shall not exceed a maximum of 20 percent, of operating expenditures, excluding expenditures that have fund balance assigned for subsequent year's expenditures (reference item 4(d) above).

The reserve for contingencies will be included in the unassigned fund balance and may be used for unanticipated expenditures or to mitigate the negative impact on public services in the event of revenue shortfalls.

At the end of the fiscal year, General Fund balance in excess of that which is non-spendable, restricted, committed or assigned, as well as unassigned reserve for contingencies, shall be designated as unassigned cash flow requirement. Unassigned cash flow should be used for non-recurring purposes whenever possible, and preference should be given to expenditures that will result in future efficiencies or other cost savings.

(6) Restoration of General Fund Reserves

If General Fund reserve for contingencies or cash flow requirements are depleted below the levels established, there will be an appropriation during the next annual budget process of at least 20 percent of the minimum contingency shortfall until the minimum reserve for contingency has been reached.

If this appropriation is financially infeasible, the Director of Administration, Finance Director and Internal Auditor will develop for County Board approval a written plan to restore the balance over a specific period of time. This restoration plan:

- a. May require a reduction of services, increases in taxes, fees, or rates, or some combination thereof.
- b. Should include such recommendations for rate/fee adjustments and/or expenditure reductions as may be appropriate.
- c. Should be reviewed and updated on an annual basis until the level guidelines are achieved.

(7) Order of Spending

The County budget provides for programs with multiple revenue sources. For purposes of fund balance classification, expenditures shall be spent from restricted fund balance first, followed in order by committed fund balance, assigned fund balance, and lastly unassigned fund balance.

The Director of Administration and Finance Director have the authority to deviate from this if they deem it in the best interest of the County.

(8) Special Revenue Funds

In addition to the General Fund, the County has several special revenue funds that account for specific revenue sources (non-levy) for an intended purpose or project. Creation of a Special Revenue Fund requires County Board approval. Special Revenue Funds provide an extra level of accountability and transparency as to how the funds are expended.

Current Brown County Special Revenue Funds include:

Special Revenue Fund	Non-levy Revenue Source	Purpose
Child Support	Federal and state grants	To account for the operation of the Child Support Program. Grants must be used for Child Support purposes.
Community Programs	Intergovernmental grants	To account for the operation of the Department of Community Programs. Intergovernmental grants must be used for Community

		Programs purposes.
Syble Hopp School	State aid	To account for the operation of Syble Hopp School.
County Roads and Bridges	State and federal aid, as well as other municipality matching sources	To account for the maintenance and construction of the County's roads and bridges. Balances in the fund that pertain to the County aid bridge fund will be classified as restricted.
Revolving Loan	Intergovernmental funding	To account for the activity of the community development block grant small cities program. Funds are required to be restricted for the loan program.
Convention Center/Arena	Room taxes	To account for the collection of room taxes from participating municipalities and the payments to the City of Green Bay Redevelopment Authority and Village of Ashwaubenon Community Development Authority for debt service on the Convention Center and Arena. Funds are required to be restricted by agreement with participating municipalities.
UW-Extension Madison Programs	Charges and fees	To account for the activity of the Regional Conservation Professional Training and Commercial Manure Applicator Initiative programs. Revenues are required to be segregated from other County funds per the Memorandum of Agreement signed 6-30-10.
Library Programs	Donations	To account for contributions from private sources restricted to the Library.

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
ADMINISTRATION COMMITTEE

FISCAL NOTE: This ordinance does not require an appropriation from the General Fund; but instead defines and provides authority for fund balance classifications, establishes the order of fund balance spending, and clarifies the County's Special Revenue Funds.

Final Draft Approved by Corporation Counsel

A motion was made by Supervisor Andrews and seconded by Supervisor Fleck **"to adopt"**. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive
Approved by: \s\ Darlene K. Marcelle, County Clerk

Date: 12/27/2011
Date: 01/05/2012

ATTACHMENT TO ORDINANCE #9P

November 29, 2011

TO: County Board of Supervisors
FROM: Carolyn Maricque
Interim Director of Administration
SUBJECT: Fund Balance Policy Section for the Brown County Code of Ordinances

Attached for your review and approval is a resolution to establish a fund balance policy section in the Brown County Code of Ordinances. This document was reviewed in cooperation with the Internal Auditor, Board Counsel and Corporation Counsel.

In March 2009, the Governmental Accounting Standards Board issued Statement No. 54 "Fund Balance Reporting and Governmental Fund Type Definitions". The Governmental Accounting Standards Board (GASB) is the accepted standard-setting body for establishing governmental accounting and financial reporting principles. Brown County must prepare financial statements following the GASB standards in order to receive Federal and State funding as well as to qualify for municipal bonding.

GASB 54 establishes new fund balance classifications and requires counties to adopt a fund balance policy defining actions required to commit and assign fund balance as well establish an order of spending. This practice ensures that adequate monetary reserves are available for sufficient daily cash flow and unexpected emergencies as well as to secure investment grade bond ratings. The statement further clarifies the reporting of governmental fund types which include the General Fund, Special Revenue Fund, Debt Service Fund and Capital Projects Fund. In order to be in compliance with GASB Standards, this policy section must be applied to the County's December 31, 2011, financial statements.

I would like to point out a few items of interest or clarification within the resolution:

- The Finance Director is assigned the task of determining assigned fund balance based on fiscal year data. This type of calculation is consistent with what has been done by the Finance Area in prior years. Although not required by GASB 54, the purpose of the assignment will be brought to the board for approval. The board approval will remain as long as the type of constraint is still in effect. For instance; as long as an employee is able to carryover vacation or sick time from year to year, a portion of fund balance will be assigned for outstanding vacation and sick leave due to employees.
- The General Fund reserve for contingencies (unassigned fund balance) not-to-exceed maximum has been proposed to be increased from 17 to 20 percent. In October 2010 the County Board passed a resolution to decrease the retention level from 20-25% to 13-17%. The proposed resolution includes an increase to the maximum level to 20%. The minimum contingency will remain at 13%, but the maximum is recommended to increase. Included in the resolution is the ability to spend excess on non-recurring purposes, so the increase in the maximum will ensure hat fund balance is not utilized unless there is a healthy contingency fund.
- The restoration of General Fund reserves section assigns responsibility for the plan if there is a shortfall. Since the cause of the shortfall would impact the required restoration

plan, the plan will need to be written to appropriately address the situation. A written plan to restore the reserves would only need to be developed in a worst case scenario if the contingency fund was depleted below 13%.

- For order of spending, although it may seem logical that restricted funds would be spent last, it is actually necessary to spend these first. For example, grant funds (restricted) should be spent on a grant-related project before County funds because the grant funding will expire.
- GASB 54 does not require the County to change any of its current reporting of fund types because the County already reviewed and updated its fund types during the financial implementation to ensure that Special Revenue funds were only utilized when the revenues or resources were restricted to expenditures for a specific purpose. The resolution supports the proper reporting of the Special Revenue funds and includes the revenue source restrictions.

I can be reached at 448-4046 if you have any questions or need more information. Thank you for your time and consideration of this matter.

cc: Troy Streckenbach, County Executive

No. 9q -- RESOLUTION RE: 2012 INTEROPERABILITY CAPITAL PROJECT

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

Ladies and Gentlemen:

**BROWN COUNTY, WISCONSIN
RESOLUTION NO. ____**

**RESOLUTION AUTHORIZING THE ISSUANCE AND SALE OF
NOT TO EXCEED \$611,309 TAXABLE GENERAL OBLIGATION
PROMISSORY NOTES, SERIES 2012A, 2012B, 2012C, 2012D
and 2012E**

WHEREAS, Brown County, Wisconsin (the "County") is in need of funds in an amount not to exceed \$611,309 for public purposes, including payment of all or a portion of the cost of acquisition of interoperable two-way radios for the emergency response system for or on behalf of (i) the Denmark Volunteer Fire Dept., Inc., a nonprofit corporation, in the amount of \$108,500 (the "Denmark Fire Department Project"), (ii) the Village of Denmark, Wisconsin for the Village of Denmark Police Department in the amount of \$19,000 (the "Denmark Police Department Project"), (iii) the Village of Howard, Wisconsin in the amount of \$191,133 (the "Howard Project"), (iv) the Village of Suamico, Wisconsin in the amount of \$238,900 (the "Suamico Project") and (v) the Wayside Volunteer Fire Department, a nonprofit corporation in the amount of \$53,773 (the "Wayside Project"), each located within the County which will enhance the public safety of the County (individually or collectively, the Denmark Fire Department Project, Denmark Police Department Project, Howard Project, Suamico Project and the Wayside Project are referred to herein as the "Project") (the Village of Denmark Fire Department, a nonprofit corporation, the Village of Denmark, Wisconsin, the Village of Howard, Wisconsin, the Village of Suamico, Wisconsin and the Wayside Volunteer Fire Department, a nonprofit corporation are each referred to herein individually as a "Co-Borrower" or collectively, as the "Co-Borrowers") ; and

WHEREAS, each Co-Borrower will issue a Promissory Note or a Taxable General Obligation Promissory Note (the "Co-Borrower Notes") in the amount of such Co-Borrower's respective Project to finance such Co-Borrower's Project, acting as a co-borrower together with the County, with the intention of the County and each Co-Borrower that repayment of principal and interest on the respective series of Notes which financed such Co-Borrower's Project and the Co-Borrower Notes will be repaid by a levy upon all of the taxable property of such Co-Borrower or other revenues of such Co-Borrower;

WHEREAS, for each respective Project, the County will issue a series of Notes which shall be issued in an amount equal to the respective Co-Borrower Note which shall not exceed the amount of such Project as identified above;

WHEREAS, as a result of the County issuing the Notes and acting as a co-borrower with the respective Co-Borrowers as to such Co-Borrower's Project, will allow each Co-Borrower to achieve an interest savings that it would otherwise not be able to achieve;

WHEREAS, if the County is called on to repay a series of the Notes, the Co-Borrower for such series of Notes agrees that it will repay or reimburse the County for any and all amounts paid on such series of Notes by the County;

WHEREAS, Section 67.12(12), Wisconsin Statutes, permits the County to borrow money and issue municipal obligations as evidence of such indebtedness for any public purpose; and

WHEREAS, the Project constitutes a "public purpose" within the meaning of Section 67.04(1), Wisconsin Statutes; and

WHEREAS, the County Board of the County (the "Board") deems it desirable and in its best interest to issue its \$611,309 Taxable General Obligation Promissory Notes, Series 2012A, 2012B, 2012C, 2012D and 2012E as provided in this Resolution (the "Notes") for the purpose of paying the costs of the Project; and

WHEREAS, Section 67.045(1)(f), Wisconsin Statutes, permits the County to proceed to issue such obligations without referendum or notice of referendum if the County Board adopts a resolution to issue the Notes by a vote of at least three-fourths ($3/4^{\text{ths}}$) of the members-elect; and

WHEREAS, the Board has determined that it is in the best interest of the County sell the Notes to Associated Bank, National Association, Manitowoc, Wisconsin (the "Initial Purchaser").

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County as follows:

1. Authorization of the Notes. For the purpose of paying the costs of the Project (including legal and other related expenses), there shall be borrowed the sum not to exceed Six Hundred Eleven Thousand Three Hundred Nine and 00/100th Dollars (\$611,309). To evidence such indebtedness, the Chairperson and Clerk are hereby authorized, empowered and directed to make, execute, issue and sell for, on behalf of and in the name of the County, in one or more series, its taxable general obligation promissory notes (the "Notes").

2. Sale of the Notes. The sale of \$611,309 Taxable General Obligation Promissory Notes, Series 2012A, 2012B, 2012C, 2012D and 2012E, to the Initial Purchaser, at

an aggregate price of \$611,309, on the respective delivery dates, without accrued interest, is hereby ratified and confirmed.

3. Terms of the Notes. The Notes shall be designated "Taxable General Obligation Promissory Notes, Series 2012A, 2012B, 2012C, 2012D and 2012E," shall be issued in the denomination of \$0.01 or any integral multiple thereof; shall be numbered one (1) and upward; shall bear interest at the rates set forth on Exhibit A and incorporated herein by reference; and shall mature on in the years and principal amounts as set forth in Exhibit A. Interest on the Notes is payable semi-annually on such dates as set forth in Exhibit A attached hereto, commencing on such date as described therein, each year until paid or earlier redeemed. The Notes shall be payable in lawful money of the United States of America. The Notes shall be subject to optional redemption, in whole or in part, on any payment date by the County prior to maturity at par plus accrued interest.

4. Form of the Notes.

(a) The Notes shall be issued in substantially the form set forth in Exhibit A attached hereto.

(b) The Notes shall be executed on behalf of the County by the Chairperson (or in his absence the Vice Chairperson) and County Clerk of the County sealed with the official or corporate seal, if any, and delivered to or on behalf of the Initial Purchaser upon payment to the County of the purchase price thereof as provided in Section 2 of this resolution. A facsimile signature of either of the officers may be imprinted on the Notes in lieu of the manual signature of such officer, but unless the Board has contracted with a fiscal agent under Section 67.10(2), Wis. Stats., at least one of the signatures shall be manual. In the event that any of the officers whose signatures appear on the Notes shall cease to be such officer(s) before the delivery of the Notes, such signatures shall, nonetheless, be valid and sufficient for all purposes to the same extent as if they had remained in office until such delivery.

5. Registration and Payment of the Notes; Persons Treated as Owners; Transfer of Notes. The Notes shall be issued as registered obligations. The Notes shall be executed in the name of the County by the manual signatures of the Chairperson (or Vice Chairperson in the Chairperson's absence) and County Clerk, and shall be sealed with its official or corporate seal, if any. The principal of, premium, if any, and interest on the Notes shall be paid by the County Treasurer, who is hereby appointed as the County's Note Registrar. Both the principal of and interest on the Notes shall be payable in lawful money of the United States of America by the Note Registrar. Payment of principal of the final maturity on the Note will be payable upon presentation and surrender of the Note to the Note Registrar. Payment of principal on the Note (except the final maturity) and each installment of interest shall be made to the registered owner of each Note who shall appear on the registration books of the County, maintained by the Note Registrar, on the Record Date and shall be paid by check or draft of the County and mailed, to such registered owner at his or its address as it appears on such registration books or at such other address may be furnished in writing by such registered owner to the Note Registrar.

6. Levy of Direct, Annual, Irrepealable Tax. For the purpose of paying the principal of and interest on the Notes as the same becomes due, the full faith, credit, and resources of the County are hereby irrevocably pledged, and there is hereby levied upon all of the taxable property of the County a direct, annual, irrepealable tax sufficient to pay the interest when it falls due and also to pay and discharge the principal at maturity, and that the series of

Notes of which this Note is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law. The direct, annual, irrevocable tax hereby levied shall be carried onto the tax rolls and shall be collected in addition to all other taxes and in the manner and at the same time as other taxes of the County for such years are collected. So long as any part of the principal or interest on the Notes remains unpaid, the tax hereby levied shall be and continues irrevocable except that the amount of tax carried onto the tax roll may be reduced in any year by the amount of any surplus in the Debt Service Fund created under Section 7 of this Resolution; and except as otherwise provided for pursuant to Section 67.05(10), Wisconsin Statutes.

7. Debt Service Fund. There is hereby established in the County treasury a fund account separate and distinct from all other funds and accounts of the County designated for each series of Notes a "Debt Service Fund Account for Brown County Taxable General Obligation Promissory Notes, Series 2012___" (hereinafter, collectively, the "Debt Service Fund") which Debt Service Fund shall be used solely for the purpose of paying the principal of and interest on the respective Series of Notes. There shall be deposited in the Debt Service Fund for each series:

- (a) all accrued interest (if any) paid on such series of the Notes at the time the Notes are delivered to the Initial Purchaser;
- (b) the original issue premium (if any) received by the County upon the sale of such series of the Notes;
- (c) all money raised by taxation pursuant to Section 6 hereof; and
- (d) all other sums as may be necessary to pay principal of and interest on such series of the Notes as the same becomes due.

The Debt Service Fund for each Series of Notes shall be used for the sole purpose of paying the principal of and interest on such Series of Notes and shall be maintained for such purpose until such indebtedness is fully paid or otherwise extinguished. The funds to provide for each payment of principal of and interest on the Notes prior to the scheduled receipt of taxes from the next succeeding tax collection may be invested in direct obligations of the United States of America maturing in time to make such payments when they are due or in other investments permitted by law. Any amounts over and above the amount of such principal and interest payments on the Notes may be used to reduce the next succeeding tax levy or may, at the option of the County, be invested by purchasing the Notes as permitted by and subject to Section 67.11(2)(a), Wisconsin Statutes, or may be invested in interest-bearing obligations of the United States of America, other obligations of the County, or in other investments permitted by law, which investments shall continue to be a part of the Debt Service Fund.

8. Borrowed Money Fund. The principal proceeds received by the County from the sale of each series of the Notes shall be paid into the County treasury and entered in a fund for each Series separate and distinct from all other funds, which fund shall be designated "Taxable General Obligation Promissory Notes, Series 2012 ____, Borrowed Money Fund." Money in said fund shall be used solely for the purposes for which such series of Notes were issued.

9. Application and Investment of Note Proceeds. Following the sale of a series of Notes, the Chairperson and County Clerk are hereby authorized and directed to cause such series of Notes to be printed, and to execute and deliver such series of Notes to the Initial Purchaser thereof upon payment therefor; and the principal proceeds from the sale of such

series of Notes shall be used only for the purposes and in the manner required by law and by this Resolution. The proceeds may be invested in the manner permitted by law.

10. Resolution a Contract. The provisions of this Resolution shall constitute a contract between the County, each of the Co-Borrowers and the Initial Purchaser and any subsequent holder(s) of the Notes, which contract is made, in part, to secure and induce the Initial Purchaser to buy the Notes, and after issuance of any Note no change or alteration of any kind in the provisions of this Resolution may be made except as provided in Section 13 hereof, until all of the Notes have been paid in full as to both principal and interest. The County shall take no action with respect to such contract which would be in contravention of any applicable law or constitutional provision which prohibits the passage of laws impairing contracts. In addition, the holder(s) of the Notes shall have the right, in addition to all other rights, by mandamus or other suit or action in any court of competent jurisdiction to enforce the rights of such holder(s) under such contract against the County, the governing body thereof, and the officers thereof. When the Notes have been discharged, all pledges, covenants and other rights granted to the holder(s) of the Notes by this Resolution shall cease.

11. Closing. The appropriate officers and agents of the County are hereby directed and authorized to do all acts and things as may be necessary and convenient to effectuate the closing of this issue as soon as practicable hereafter, in accordance with the terms of sale thereof; and said officers and agents are hereby authorized and directed to execute and deliver such documents, certificates and acknowledgments as may be necessary or convenient in accordance therewith.

12. Discharge. When all the Notes have been discharged, all pledges, covenants and other rights granted to the holders of the Notes by this Resolution shall cease. The County may discharge all Notes due on any date by depositing with the Initial Purchaser on or before that date a sum sufficient to pay the same in full; or if any Note should not be paid when due it may nevertheless be discharged by depositing with the Initial Purchaser a sum sufficient to pay it in full with interest accrued from the due date to the date of such deposit. The County may also discharge all Notes called for redemption on any date when they are redeemable according to their terms, by depositing with the Initial Purchaser on or before that date a sum sufficient to pay them in full, with accrued interest and the required redemption premium, if any, provided that notice of redemption has been duly given as required by this Resolution. Monies on deposit in the Debt Service Fund and the Borrowed Money Fund may be used for this purpose.

13. Amendments to Resolution. After the issuance of any Notes, no change or alteration of any kind in the provisions of this Resolution or any exhibit hereto may be made until all of the Notes have been paid in full as to both principal and interest, or discharged as herein provided except: (a) the County may, from time to time, amend this Resolution or any exhibit hereto without the consent of the holders of the Notes, but only to cure any ambiguity, administrative conflict, formal defect, or omission or procedural inconsistency of this Resolution; and (b) this Resolution may be amended, in any respect, with the written consent of the holders of not less than two-thirds (2/3s) of the principal amount of the Notes then outstanding, exclusive of Notes held by the County; provided, however, that no amendment shall permit any change in the maturity of or interest payment date of any Notes issued hereunder, or a reduction in the rate of interest on any Notes, or in the amount of the principal obligation thereof, or change the terms upon which the Notes may be redeemed, or make any other modification in the terms of the payment of such principal or interest without the written consent of the holder of each such Notes to which the change is applicable.

14. **Records.** The Clerk shall provide and keep a separate record book and shall record a full and correct statement of every step or proceeding had or taken in the course of authorizing and issuing the Notes.

15. **Severability.** In the event that any one or more provisions hereof shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provisions hereof.

16. **Conflicting Resolutions.** All prior resolutions, rules or other actions of the Board or any parts thereof in conflict with the provisions hereof shall be, and the same are, hereby rescinded insofar as the same may so conflict.

17. **Effective Date.** The foregoing shall take effect immediately upon adoption and approval in the manner provided by law.

Adopted: December 21, 2011.

Respectfully submitted,
ADMINISTRATION COMMITTEE

Authored by: Bond Counsel
Final Draft Approved by Corporation Counsel

EXHIBIT A

(Form of Note)

**UNITED STATES OF AMERICA
STATE OF WISCONSIN
BROWN COUNTY
TAXABLE GENERAL OBLIGATION PROMISSORY NOTE
SERIES [2012A] [2012B] [2012C] [2012D] [2012E]**

REGISTERED NO. _____			REGISTERED \$ _____
DATED DATE	INTEREST RATE	MATURITY DATE	CUSIP
_____, 2012	See Below	_____, 2017	N/A

REGISTERED OWNER: ASSOCIATED BANK, NATIONAL ASSOCIATION

PRINCIPAL AMOUNT: _____

BROWN COUNTY, WISCONSIN, acknowledges itself indebted and for value received hereby promises to pay to the registered owner identified above, or registered assigns, the principal amount specified above on the maturity date specified above, unless this note shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, and to pay interest on such principal amount from the dated date hereof at the Interest Rate (as defined below), payable in lawful money of the United States of America on _____, 2012, and semiannually thereafter on the first day of each _____ 1 and _____ in each year until the principal amount shall have been paid, by check or draft mailed to the registered owner of record hereof as of the fifteenth day of the

calendar month next preceding such interest payment date, at the address of such owner appearing on the registration books maintained by the County Treasurer for such purpose (the “Note Registrar”). This note, as to principal and premium, if any, when due, will be payable in lawful money of the United States of America upon presentation and surrender of this note at the office of the Note Registrar. The full faith and credit of the County are irrevocably pledged for the punctual payment of the principal of and interest on this note according to its terms.

The holder of this Note acknowledges and agrees that any and all payments of principal or interest on the [Promissory Note] [General Obligation Promissory Note, Series 2012] issued by _____ (the “Co-Borrower”) on the date hereof in the same principal amount as this Note (the “Co-Borrower Note”) and held by the Registered Owner of this Note shall constitute payment on this Note. The holder of this Note further acknowledges and agrees that any and all payments of principal or interest on this Note shall constitute payment on the Co-Borrower Note.

The holder hereof expressly acknowledges and agrees that if Brown County is required to make any payments on this Note, that Brown County shall have a right of subrogation against the Co-Borrower with respect to the Co-Borrower Note to the extent of such payments, and the holder of this Note expressly assigns its interest in the Co-Borrower Note and any liens, pledges, security interests, rights or property securing such Co-Borrower Note to the extent of such payments to Brown County to exercise its right of subrogation to recover such payments from the Co-Borrower.

As used herein:

“Business Day” means a day (a) other than a Saturday, Sunday or legal holiday on which banks located in the city in which the Initial Purchaser’s principal office is located are required or authorized to remain closed and (b) on which neither the New York Stock Exchange nor the Federal Reserve Bank is closed.

“Determination Date” means two (2) Business Days immediately preceding Dated Date.

“Five Year Cost of Funds” means the cost of funds established daily by the Initial Purchaser for obligations of an amount similar to the Notes and based on a five year term and amortization schedule, as shown on the Initial Purchaser’s daily pricing sheets as determined on the Determination Date.

“Initial Purchaser” means Associated Bank, N.A. and any successor holder of all of the notes outstanding.

“Interest Rate” means the lesser of (i) Five Year Cost of Funds as determined on the Determination Date plus one hundred fifty (150) basis points (1.5%), or (ii) the Maximum Rate.

“Maximum Rate” means 18% per annum.

This note is part of a series of notes issued in the aggregate principal amount not to exceed \$611,309, which are all of like tenor except as to date, maturity and rate of interest. The notes are being issued for public purposes, including paying of all or a portion of the cost of acquisition of interoperable two-way radios for the emergency response system for or on behalf of the Co-Borrower, within the County which will enhance the public safety within the County.

The notes are authorized and issued under and pursuant to Section 67.12(12) of the Wisconsin Statutes.

The notes shall be subject to optional redemption, in whole or in part, on any payment date by the County prior to maturity at par plus accrued interest.

It is hereby certified, recited and declared that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this note in order to make it a legal, valid and binding obligation of the County have been done, exist and have been performed in regular and due time, form and manner as required by law, that a direct, annual, irrevocable tax has been levied by the County sufficient to pay the interest when it falls due and also to pay and discharge the principal at maturity, and that the series of notes of which this note is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, BROWN COUNTY, WISCONSIN has caused this note to be executed in its name and on its behalf by the manual or facsimile signatures of its Chairperson and its Clerk, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon.

BROWN COUNTY, WISCONSIN

[SEAL]

By: \s\ Guy Zima
Guy Zima, Chairperson

Attest: \s\ Darlene K. Marcelle
Darlene K. Marcelle, County Clerk

ASSIGNMENT

For value received the undersigned _____ sells, assigns and transfers unto _____ the within note and hereby irrevocably constitutes and appoints _____ attorney to transfer the said note on the books kept for registration thereof, with full power of substitution in the premises.

Dated _____

Signature Guarantee

A motion was made by Supervisor Lund and seconded by Supervisor Buckley **“to adopt”**. Voice vote taken. Supervisor Tumpach abstained. Motion carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

ATTACHMENT TO RESOLUTION #9Q

December 1, 2011

TO: Administration Committee
FROM: Carolyn Maricque, Interim Director of Administration
 John Luetscher, Corporation Counsel
 Karl Fleury, Director of Public Safety
SUBJECT: 2012 Interoperability Capital Project Resolution

Enclosed is a resolution to approve the Public Safety 2012 Radio Interoperability End User Equipment financing in the amount of \$611,309. The proposed resolution allows the County to be a co-borrower for end users to ensure that all agencies are able to purchase the necessary equipment to access the system. The financing does not include funding for County equipment. The following agencies/municipalities will be participating in this borrowing:

Denmark Volunteer Fire Department	\$108,500
Village of Denmark Police Department	19,000
Village of Howard	191,133
Village of Suamico Public Safety	238,903
Wayside Volunteer Fire Department	<u>53,773</u>
Total	\$611,309

Time is of the essence here. The Department of Public Safety Communications (DPSC) has organized a radio equipment buying program and intends to place orders for equipment in December 2011 for the county and forty three county public safety agencies to maximize bargaining power and to take advantage of fourth quarter discounts. The above entities need to arrange their financing now to participate in the buying program. Moreover, the DPSC and the public safety agencies need to take delivery of the equipment to program it and to train personnel on it before the new radio system becomes operation in October 2012.

Please contact Carolyn Maricque at marcique_ca@co.brown.wi.us or 448-4046 with any questions or concerns you may have regarding the resolution or financing.

Thank you.

cc: Troy Streckenbach, County Executive

No. 9r -- RESOLUTION RE: IDENTIFYING REVENUES THAT CAN BE DEPOSITED INTO THE LAND AND BUILDING ACQUISITION SEGREGATED ACCOUNT

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

Ladies and Gentlemen:

WHEREAS, in 1996 the Brown County Board of Supervisors authorized the establishment of a segregated account for construction of a park shelter at the Reforestation Camp and for future acquisitions of land for Park use from logging operations revenues; and

WHEREAS, the *Brown County Comprehensive Plan* and *Brown County Park and Outdoor Recreation Plan* has identified the need for land acquisition and new building development throughout the Park System to support future demands for County Park services; and

WHEREAS, the current funding sources for the Land and Building Acquisition Fund are insufficient to provide a significant and sustained source of funding for the above purposes.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors that it hereby authorizes deposits, in addition to logging revenues, into the Land and Building Acquisition Fund, including revenues from public and private endowments and donations specifically identified for this purpose, revenues from County-owned Park** land and building sales, revenues from temporary and permanent utility easements on Park lands, revenues from land leases and rentals and other revenue sources as approved by the Brown County Board of Supervisors in the future.

** Amended as per the County Board on 12/21/2011.

Respectfully submitted,
EDUCATION & RECREATION
COMMITTEE

Authored by Facility & Park Mgmt. - Parks
Final Draft Approved by Corporation Counsel

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

A motion was made by Supervisor Andrews and seconded by Supervisor Fleck **“to adopt”**.

A motion was made by Supervisor Erickson and seconded by Supervisor Nicholson **“to amend paragraph 4, line 4 after County-owned by adding “Park” land and building sales, ...”**
Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive

Date: 12/27/2011

No. 9s -- **RESOLUTION RE: AUTHORITY TO EXECUTE A 2012 LABOR AGREEMENT WITH THE BROWN COUNTY SHERIFF'S DEPARTMENT SUPERVISORY EMPLOYEES**

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

Ladies and Gentlemen:

BE IT RESOLVED, by the Brown County Board of Supervisors, that the County Executive and County Clerk be and are hereby authorized to execute a one (1) year labor agreement on behalf of Brown County with the Brown County Sheriff's Department Supervisory Employees, effective January 1, 2012, which agreement shall provide the following major changes from the 2010-2011 labor agreement.

BE IT FURTHER RESOLVED that the funds to cover the costs resulting from the adoption of this resolution shall be made available from funds budgeted for this purpose.

2012 **2010**
 -2011

**BROWN COUNTY SHERIFF'S DEPARTMENT
SUPERVISORY LABOR CONTRACT**

This Agreement, made and entered into according to the provisions of Section 111.70 Wisconsin Statutes by and between Brown County as municipal employer, hereinafter called the "County" and the Bargaining Unit of the Brown County Sheriff's Department Supervisory personnel, hereinafter called the "Bargaining Unit". ~~The Employer, Brown County, reserves the right to delegate certain portions of this Agreement to be handled by the Brown County Sheriff and/or the Brown County Sheriff's Department.~~

Article 1. DUES CHECK-OFF

~~Bargaining unit dues shall be deducted from the first paycheck of each month in the amount specified by the bargaining unit Treasurer, and such amounts shall be turned over to the bargaining unit Treasurer each month. As to new employees, such deduction shall be made from the first paycheck following their first one hundred eighty (180) days of employment.~~

~~The Employer agrees to deduct from the earnings of all employees in the bargaining unit the amount of money certified by the bargaining unit as being the monthly dues uniformly required of all members and pay said amount to the Treasurer of the bargaining unit on or before the end of the month. Changes in the amount of dues to be deducted shall be certified by the bargaining unit thirty (30) days before the effective date of the change.~~

~~The bargaining unit will represent all such employees, members and non-members, fairly and equally, and all employees in the bargaining unit will be required to pay, as provided in this article, their proportionate share of the costs of representation by the bargaining unit. No employee shall be required to join the bargaining unit, but membership shall be made available to all employees who apply consistent with the bargaining unit's constitution and bylaws. No employee shall be denied bargaining unit membership because of race, age, creed, color, sex, disability or marital status.~~

~~The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability, including court costs, that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.~~

Article 2. 1. PURPOSE OF AGREEMENT

~~It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions between the County and the Brown County Sheriff's Department bargaining unit and to set forth herein rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. In keeping with the spirit and purpose of this Agreement, the County agrees that there shall be no discrimination by the County against any employee covered by this Agreement because of his membership or activities in the bargaining unit, nor will the County interfere with the right of such employees to become members of the bargaining unit. The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state laws. Working conditions previously in effect shall not be reduced during the life of this Agreement provided they do not conflict with this Agreement.~~

The parties hereto recognize their obligation to meet and confer regarding wages, hours and other conditions of employment. It is the intent and purpose of the parties hereto that this Agreement shall promote and improve working conditions of the Bargaining Unit in regard to rates of pay, hours of work, and other terms and conditions of employment to be observed by the parties hereto. The County retains all rights, powers, or authority that it had prior to this contract unless modified by this contract or state law.

Article 3. 2. RECOGNITION

~~The County agrees to recognize the bargaining unit as the bargaining agent for the supervisory ranks of lieutenant and captain of the Brown County Sheriff's Department in the matter of wages, hours of work, and working conditions., except in situations wherein this contract is in conflict with existing Wisconsin Statutes. In the case of conflict, the Statute will apply.~~

Article 4. 3. MANAGEMENTS RIGHTS RESERVED

~~Except as herein otherwise provided, the management of the Department and the direction of the working forces is vested exclusively in the Employer. County. The County retains the right to fulfill all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary~~

~~policies, organizations and procedures, assigning work and establishing work schedules and applying appropriate means of administration and control.~~

~~It is further agreed, except as herein otherwise provided, that the responsibilities of management include, but are not limited to those outlined in this Agreement. In addition to any specified herein, the Employer shall be responsible for fulfilling all normal managerial obligations, such as planning, changing or developing new methods of work performance, establishing necessary policies, organizations and procedures, assigning work and establishing work schedules and of applying appropriate means of administration and control; provided however, that the exercise of the foregoing rights by the County will not be used for the purpose of discrimination against any member of the Association or be contrary to any other specific provision of this Agreement, and~~

~~provided that nothing herein shall be construed to allow management to affect wages, hours and conditions of employment of Association members as outlined in Section 111.70.~~

Article 5. NON-DISCRIMINATION

~~The parties hereto agree that there shall be no discrimination with respect to any employee in the bargaining unit because of race, creed, color, national origin, age, sex or handicap.~~

Article 6. PROBATIONARY PERIOD

~~All newly hired employees shall serve a one (1) year probationary period. During said probationary period they shall not attain any seniority rights and shall be subject to dismissal without cause or prior notice or recourse to the grievance procedure. The probationary period of one (1) year shall be extended to cover any unpaid leaves of absence. Upon completion of said probationary period, employees shall be granted seniority rights from the date of original hire. Notice of satisfactory completion of probation shall be given to the employee and his/her personnel file shall so note. Probationary employees will maintain seniority within themselves.~~

Article 7. 4. BARGAINING UNIT ACTIVITY

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

Article 8. 5. WORK RULES

~~The Employer agrees to negotiate and attempt to reach mutual agreement on changes in work rules before they become effective although this provision shall not operate to impede the Sheriff in implementing work rules as necessary for the operation of the department.~~ The County shall establish reasonable work rules before they become effective. Work rules shall be posted for a period of 40 five (5) calendar days before becoming effective, except that this requirement shall be waived in emergency situations.

Article 9. 6. JOB DESCRIPTION

Descriptions for each job position within the department including such duties and expectations of the performance of the job shall be maintained by the Sheriff's Department and Human Resources Department. ~~Failure to perform shall subject the employee to discipline, as outlined in Article 12, Disciplinary Procedure, including reduction in rank, if necessary, to that rank which the employee can best perform.~~ such duties and expectations of performance shall subject employees to discipline as outlined in the disciplinary procedure, hereinafter set forth.

Article 10. 7. PROMOTION AUTHORITY

The Brown County Sheriff, ~~acting for the Brown County Board~~ shall have final authority for promotion, establishment of criteria for promotion, and descriptions for each job category. Such criteria shall be available to the ~~union.~~ **Bargaining Unit.**

~~During the contract term, the Sheriff shall create a policy establishing a promotion procedure.~~

Article 14. 8. DISCIPLINARY PROCEDURE

The purpose of discipline is correcting job behavior and performance problems of employees. Employees shall be informed of standards of conduct and performance. Discipline shall be administered in compliance with this section and rules and standards shall be consistently applied. Penalties shall be appropriate to the circumstances. Persons administering corrective discipline shall systematically document the case. Disciplinary actions shall be in writing and include a full description of the alleged infraction and a statement informing the employee of his/her rights under the grievance procedure contained in this contract. Records of verbal reprimands shall be maintained in the Department files. Copies of written reprimands, suspensions, and terminations shall be provided to the employee, the Human Resources Manager, to the employee's supervisor, and kept in the Department files. Suspensions and terminations shall be discussed with the Human Resources Manager before such actions are taken. The County Executive will be informed of suspensions and terminations. The Brown County Sheriff shall have final authority in regard to demotion, suspensions and terminations.

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

The employee will have an informal hearing before the Sheriff, **or his designee**, before any disciplinary action is taken. The employee and the bargaining unit will be notified of the reason for the discipline and the time of the hearing at least 24 hours prior to the time of the informal hearing ~~but not more than ten days (excluding Saturdays, Sundays, and holidays), after the alleged infraction or knowledge thereof by the respective department head.~~ The employee may be represented by a bargaining unit representative at the hearing or a representative of his own choice. ~~The department head will notify the employee and the bargaining unit in writing of his decision within forty-eight (48) hours after the hearing.~~ An officer may waive the right to a hearing with the Sheriff.

The employee may use the grievance procedure to **appeal the disciplinary action** ~~and such grievance will be presented directly to the fourth step.~~ **taken hereunder. Such grievance will be presented directly to the second step.** Any grievance that may result from such action shall be considered waived unless presented in writing within ~~15~~ **five (5)** calendar days of the receipt ~~of the notice of discipline by the employee.~~ **by the employee of the written decision of the Sheriff.**

The County may develop, within its discretion, other procedures for discipline which do not result in demotion, suspension or termination.

It is not the intention of the parties hereto to circumvent or contravene any County Ordinance or State law. If there is a conflict or ambiguity insofar as any phrase, sentence, or paragraph of this contract is concerned, and the contractual language provides a greater benefit to members of the Bargaining Unit than would be the case under a County Ordinance or State law, then the contractual provision shall apply.

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

- ~~(1) Oral reprimands may be documented in writing by any supervisor after review and approval (a) by the Supervisor as to shift personnel, excepting those matters relegated to the Jail Captain, (b) by the Patrol Captain regarding personnel involved in motor vehicle accidents or incidents, or working special events such as the Packer games, 4th of July and the like, and (c) by the appropriate Captain of investigative division as to personnel in the detective division, (d) internal affairs Captain. During the review and before approval, the Captain making the review shall discuss the proposed written documentation and the underlying factual situation with the officer in question. The discretion of any Supervisor authorized to make entries into the counseling register may be controlled by the Sheriff and his administrative staff under policies or procedures that the Sheriff may deem appropriate.~~
- ~~(2) The department shall maintain a register for the purpose of maintaining written documentation of oral reprimands (favorable entries or commendations may also be entered at the discretion of the department).~~
- ~~(3) Following the entry of an oral reprimand into the Administrative Register, the officer being so reprimanded shall be counseled by a supervisor designated by the Supervisor making the entry as to the reason for the entry, and if appropriate, given instruction as to ways to avoid the conduct or action which led to the entry. After such counseling, both the officer being reprimanded and the counseling supervisor shall initial the entry.~~
- ~~(4) Entries made under the above procedure and properly initialed may be the basis of progressive discipline and factors in performance evaluations. If entries are made without the above procedure being followed, or are not initialed, they shall be void.~~
- ~~(5) Entries in the Administrative Register shall remain valid for purposes of progressive discipline or performance evaluation for a period of one year of their entry, and at the end of each year shall be void and considered expunged.~~

Article 9. GRIEVANCE PROCEDURE (Previously Article 45.)

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

~~A grievance is defined as an alleged violation or misapplication involving the interpretation, application or enforcement of the terms of this agreement. Days shall mean working days exclusive of Saturday, Sunday or contractually recognized holidays during the contract year. A grievant may be an employee, a group of employees~~

~~or the Association. In the event the grievance is brought by an individual employee or group of employees, the Association shall be notified and shall have the right to participate in each stage of the grievance procedure.~~

~~Only one subject matter shall be covered in any one grievance. A written grievance shall contain the name and position of the grievant, a clear and concise statement of the grievance, the issue involved, the relief sought, the date the incident or alleged violation took place, the specific section of the Agreement alleged to have been violated, and the signature of the grievant and the date. The time limits specified may be extended only by mutual written agreement by the parties.~~

~~Any grievance which may arise between the County and the bargaining unit shall be processed in the following manner:~~

~~Step 1. The aggrieved employee shall present the grievance in writing to his/her captain either alone or accompanied by a bargaining unit representative.~~

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

~~Step 3. If the grievance is not settled at Step 2, but within five (5) days of the Step 2 response, the grievance shall be presented in writing to the Sheriff or the Sheriff's designee. The Sheriff, or their designee, within ten (10) days (Saturday, Sunday and holidays excluded) shall hold an informal meeting with the aggrieved employee, the Chief Deputy, and the bargaining unit representative. If the grievance is not resolved to the satisfaction of all parties within ten (10) days (Saturday, Sunday and holidays excluded) either party may proceed to Step 4.~~

~~Step 4. The grievance shall be presented in writing to the Human Resources Director. The Human Resources Director shall hold a meeting within ten (10) days of receipt of the grievance with the aggrieved employee, the Chief Deputy or designee and a bargaining unit representative. Within ten (10) days (Saturdays, Sundays and holidays excluded) after this meeting, the Human Resources Director will make a determination in writing and forward copies to the grievant and bargaining unit representative.~~

~~The employee's captain, division head or their designee, nor the Sheriff or his/her designee including the Chief Deputy, shall adjust any grievances inconsistent with the terms and conditions as outlined in this Agreement.~~

A formal grievance of an employee shall be handled in accordance with the following procedure:

Step 1: The employee shall prepare a written statement setting forth the grievance. The grievance statement shall include a summary of the pertinent facts, the date the event occurred, what steps the employee has taken to informally resolve the grievance, and the remedy requested. The statement shall be given to Sheriff or his designee. Upon receipt of the written statement, the Sheriff or his designee shall immediately forward the grievance to the Human Resources Manager. Within five (5) working days thereafter, the Sheriff or his designee shall meet with the employee and make a reasonable effort to resolve the grievance. If the Sheriff or his designee is unable to resolve the grievance

after the meeting with the employee, the Sheriff or his designee shall immediately prepare a written response denying the grievance and setting forth the reasons for such denial. The Sheriff or his designee shall forward the written response to the Human Resources Manager and provide the employee with a copy of such response.

Step 2: If the employee is not satisfied with the Sheriff or designee's resolution of the grievance, the employee may, within five (5) working days, present the grievance in writing to the Human Resources Manager. The Human Resources Manager or the Manager's designee shall arrange to meet with the employee and his/her representative, if any, to ascertain the facts surrounding the dispute and shall reply in writing to the employee within five (5) working days thereafter. The decision of the Human Resources Manager shall be final except grievances that address employee terminations, employee disciplines, or workplace safety.

Step 3: In the event the decision of the Human Resources Manager does not satisfy the employee, the employee may, within five (5) working days, present a written request to the Human Resources Manager, for a hearing before an impartial hearing officer. If the grievance involves an employee termination, employee discipline, or workplace safety, the Human Resources Manager shall select an impartial hearing officer by mutual consent with the grieving employee. If the Human Resources Manager and the grieving employee are unable to agree on an impartial hearing officer, the Human Resources Manager shall request a list of available staff arbitrators from the Wisconsin Employment Relations Commission. The Human Resources Manager shall then select an arbitrator from the panel provided by the WERC. The selected arbitrator or mutually agreeable impartial hearing officer shall thereafter hold a hearing on the grievance. The County and the employee may produce witnesses and other evidence at the time of hearing before the arbitrator or impartial hearing officer. After considering the evidence presented, the arbitrator or impartial hearing officer shall issue a written decision. A "good cause" standard of review shall be used by the arbitrator or impartial hearing officer. The arbitrator or impartial hearing officer's decision shall be final.

An employee is entitled to be represented in each step of the grievance procedure by a representative of his/her choice. The Human Resources Manager may delegate, within his/her sole discretion, responsibilities as set forth in Step 2 to the Human Resources legal advisor or Corporation Counsel. Upon mutual agreement the employee and the Human Resources Manager may extend or waive any time limits contained in this procedure. Nothing contained herein shall diminish any legal rights an employee may be entitled to under the law.

Article 10. SALARIES.

~~Compensation schedule for 2010-2014.~~ The wages of employees of the Brown County Sheriff's Department Supervisory ~~Unit personnel~~ shall be on the basis hereinafter presented. The salaries listed are on ~~a bi-weekly~~ **an hourly** basis. The rates of pay prescribed herein are based on fulltime employment at normal working hours. The pay scale as enumerated below ~~is retroactive to the first pay period which includes the first of the year 2010.~~ shall be effective the first pay period for the year 2012.

2012 PAY SCALE

Lieutenant	\$37.25
Lieutenant (Bomb Squad)	\$38.05
Captain	\$39.64
Non-Certified Lieutenant	\$34.75

Shift Pay Differential. All members of the Bargaining Unit shall be paid a shift differential for hours actually worked between 5:00 pm and 7:00 am as follows:

5:00 pm – 11:00 pm	\$0.37 per hour
11:00 pm – 7:00 am	\$0.75 per hour

Effective December 31, 2006, Captains/Lieutenants classified at 2,040 annual hours will be classified at 2,080 annual hours.

2010-2011 PAY SCALE

POSITION	Effective 12/27/09	Effective 09/19/10	Effective 12/26/10	Effective 09/18/11
A. LIEUTENANT	\$36.1598	\$36.3406	\$37.0674	\$37.2527
B. LIEUTENANT				
* Court or Polygraph LT = Grade A + .18/hr	\$36.3398*	\$36.5206*	\$37.2474*	\$37.4327*
** LT assigned to Bomb Squad = Grade A + .80/hr	\$36.9598**	\$37.1406**	\$37.8674**	\$38.0527**
C. CAPTAIN	\$38.4760	\$38.6684	\$39.4418	\$39.6390
D. NON-CERTIFIED LIEUTENANT	\$33.6598	\$33.8406	\$34.5674	\$34.7527

The intent is to maintain a \$2.50/hr differential between a Sworn Officer and Non-Certified Lieutenant.

Shift Differential.

All police personnel, regardless of rank, shall be paid a night shift differential as follows:

11:00 a.m. – 7:00 p.m. shift	\$0.45 per hour
3:00 p.m. – 11:00 p.m. shift	\$0.67 per hour
4:00 p.m. – 12:00 midnight	\$0.67 per hour
11:00 p.m. – 7:00 a.m. shift	\$0.90 per hour
8:00 p.m. – 4:00 a.m. (Howard) shift	\$0.90 per hour

Article 12. 11. OVERTIME

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

Overtime may be taken at the rate it is earned as compensatory time by mutual agreement of the Employer and employee. Compensatory time can accumulate to a maximum of eighty (80) hours. The Employer will notify the employee in writing two (2) months prior to the employee's anniversary date the balance of the employee's compensatory time account if any. Employees are required to reduce their compensatory time to zero each year at the end of the calendar year.

When extenuating circumstances exist, employees will be given a thirty (30) day extension from their anniversary date **the end of the calendar year** to reduce their compensatory time to zero. Any further extension will be of a duration mutually agreed to between the employee and the Human Resources Director.

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

1. An extension of the normal work shift by one hour on the front or any extension on the back of such shift
(exclusive of reporting time).
2. Disciplinary procedures where the officer is not vindicated through the grievance procedure.
3. Certain training time as provided below.

Employees will be compensated for a minimum of three (3) hours for any call-in time worked on a scheduled work day. Employees will be compensated for a minimum of five (5) hours for any call-in time on a day off or scheduled vacation day. This call-in time shall be compensated at the normal rate of pay. Call-in time shall not be pyramided with overtime (~~effective upon ratification by the Brown County Board, December 17, 1997~~).

~~Court Appearance and Cancellations.~~ If an employee is scheduled to appear in court on a normally scheduled day outside the employee's normally scheduled hours, such employee shall receive a minimum of four (4) hours pay at his/her normal rate of pay. An employee shall be compensated five (5) hours of pay at his/her normal rate of pay when a scheduled court appearance call-in on a day off or scheduled vacation has been canceled.

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

~~In the event that an employee has been scheduled for two court appearances on any single day, one in the morning and one in the afternoon, and the court case scheduled in the afternoon is canceled on the morning thereof, the employee, if he/she appeared for the morning case, he/she shall receive 40 minutes compensation at his/her time and one-half (1 ½) rate of pay.~~

Article 13. DISTRIBUTION AND CALCULATION

~~It is agreed that overtime, to be legitimately allocated, must be authorized by direction of the Sheriff or his designated representative for employees under his respective jurisdictions. The Sheriff will post a written statement indicating who the designated representatives are who may authorize overtime.~~

Article 14. **12. TRAINING TIME**

~~Unless otherwise herein provided, The following will **shall** be the procedure for compensating the employees **s** for periods of training: ~~time.~~~~

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

2. Voluntary Training. Employees attending pre-approved training on a voluntary basis on an employee's off hours shall be entitled to compensatory time off or pay calculated at a straight time rate. ~~In order~~ To qualify for compensatory time off ~~however,~~ the employees must first receive prior approval of the Sheriff or his designee.

3. Involuntary Training. ~~Except as otherwise provided in this paragraph,~~ When an employee is required to attend training by the employer during off hours, such employee shall be compensated at one and one-half (1 1/2) times his normal rate of pay for attending such schools. This paragraph will not apply to the first twenty-four (24) hours of training scheduled during off hours each year for training required to maintain law enforcement certification (including, without limitation by enumeration, firearms training). Notwithstanding the provisions of Articles 15 and 16 or any other provisions of this agreement, ~~such the~~ first twenty-four (24) hours will be paid at straight time subject ~~only~~ to ~~the requirements of the~~ Fair Labor Standards Act. ~~effective December 31, 1997.~~ An employee who is entitled to pay hereunder shall, at his/her option, request that such pay be taken as compensatory time and ~~when such a request is made, compensatory time shall be granted at~~

~~the same rate as would have been available to the employee had said employee taken the compensation as pay.~~

4. Changing Hours for the Purpose of Training. ~~Under the limited conditions set forth below,~~ The employer shall have the right to change an employee's normally scheduled hours for the purpose of training. ~~In the event that the employer changes an employee's normally scheduled hours to accommodate training, the employee shall be paid straight time for such training.~~

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

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

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

~~— c) That the employee is not required to work a shift which ends less than six (6) hours prior to the training time, nor is the employee required to work a shift which commences less than six (6) hours after the end of the scheduled training time.~~

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

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

Article 15. DISTRICT ATTORNEY CONFERENCE

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

Article 16. WEAPONS TRAINING

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

Article 17. FIVE AND TWO PERSONNEL

~~At present the five day on – two day off shift works on a yearly basis 2,080 hours.~~

Article 18. RANKED OFFICER PAY

~~Ranked officers, called into service, or when in service, work beyond their regular scheduled hours, and when such work is not in the status of rank held, shall be entitled to overtime pay calculated on the basis of permanent sergeant's pay.~~

Article 19. STAND-BY AND ALERT DUTY

~~Brown County Sheriff's Department employees, off duty but not on vacation, when placed on ALERT status, shall notify the department as to where they can be located in a reasonable length of time. If an employee is specifically placed on STAND-BY he shall be advised of the period of time of such STAND-BY notice. If definite time limits cannot be established, or circumstances alter the time period, the employee shall be notified as soon as possible through established call-up procedures.~~

Article 20. PAY PERIOD

~~All salaried personnel shall be paid bi-weekly. Pay day shall be the Friday following the end of the pay period. Effective the first pay period April, 2007, employees shall receive all compensation through direct deposit.~~

Article 21. SALARIES

(Moved to Article 10)

Article 22. ADDITIONS TO BASE PAY

~~Polygraph Operator and Court Officer shall receive \$30.00 per month in addition to base pay.~~

Article 23. TOP GRADE STEP PROGRAM

~~The first step or probationary period as enumerated in the 1975 contract for Lieutenants is hereby abandoned and abolished. Lieutenants and Captains will go to the top pay on the promotion date as listed herein.~~

Article 24. SHIFT PAY DIFFERENTIAL

(Combined with Article 10. Salaries)

Article 25. 13. UNIFORM ALLOWANCE

Each employee of the Brown County Sheriff's Department shall have an account to be known as "clothing allowance". They are allowed to draw four hundred eighty dollars (\$480.00). ~~Effective the first pay period, which includes January 1, 1998,~~ The accounts are accumulative to three hundred fifty dollars (\$350.00) but cannot be carried over into the last year of employment. During the first and last year of employment, the clothing allowance is prorated on a monthly basis. The Sheriff shall have discretion as to types of clothing to be purchased by employees of the Department.

~~A new employee shall be issued an initial clothing allowance for uniforms in the amount of three hundred dollars (\$300.00) in addition to the annual amount on a prorata basis. New employees and current employees shall be required to provide receipts to the Brown County Sheriff's Department for all clothing purchased, regardless of whether the initial clothing allowance or the annual clothing allowance is being used.~~

~~New employees terminating during their probationary period are required to turn in to the Department all uniform items purchased with uniform allowance monies or to receive a payroll deduction equal to the amount of uniform allowance drawn at the Department's option.~~

Article 26. LONGEVITY

~~Employees under the 66.90 retirement plan shall receive in addition to base pay the following:~~

- ~~_____ \$.06 per hour at the start of the 8th year,~~
- ~~_____ \$.12 per hour at the start of the 12th year,~~
- ~~_____ \$.18 per hour at the start of the 16th year.~~

Article 27. EDUCATION CREDITS

~~The County will work with any employee voluntarily desiring to further his or her education by participation in a police oriented development program. The following conditions shall apply.~~

~~—27.1 Definitions~~

- ~~_____ 1. Eligibility - an active regular fulltime employee who has successfully completed his/her initial probationary period with the County.~~
- ~~_____ 2. Approved Course Work - Courses meeting one of the following criteria:~~
 - ~~_____ A. Courses which are directly related to the employee's current job and would improve their skills on the job.~~
 - ~~_____ B. Courses which prepare an employee for promotion to an existing position with the department for which an inadequate number of current qualified candidates are not available.~~

~~3. Tuition Aid Request Form – Form that employee is required to complete for approval in this course.~~

~~27.2 Policy – The County may reimburse up to five (5) employees a maximum of \$500 per calendar year upon satisfactory completion of an approved course. Reimbursement will be made when the employee receives at least a grade of "C" or if the course is ungraded, satisfactory evidence of completion.~~

~~The cost covered under this program includes tuition, books, materials, lab fees, matriculation, and any other miscellaneous fees incurred in the process of taking this course. Employees eligible for other forms of educational assistance, (e.g. veterans education programs, federal government reimbursement, scholarships) must first exhaust that financial aid before applying for the benefits under the Tuition Aid Program.~~

~~Employees must complete a Tuition Aid Request Form and return it to their supervisor before the close of registration for the course. The request must be approved by the employee's supervisor and the Sheriff for final authorization. The Sheriff's decision may be appealed to the Brown County TAP Committee. All applications, whether approved or not by the Sheriff and/or the employee's immediate supervisor, will be forwarded to the Brown County TAP Committee. After authorization is given, the employee should register and pay the appropriate costs for tuition and fees. When the course is completed, the copy of the grade report along with the receipts for tuition and fees paid must be submitted to the Human Resources Department for processing and refund. This must be done by the employee within 30 days of notification of satisfactory completion of the courses.~~

~~27.3 Stipulations~~

~~1. All courses must be taken during times other than the employees work hours unless vacation, compensatory time, personal days or holiday time is used and the Sheriff's approval is given. The employee agrees that the hours spent attending a course, travelling to and from course attendance, or doing related course work are not work hours and therefore, are noncompensable hours.~~

~~2. The employee will be reimbursed in a lump sum. However, should the employee terminate employment with Brown County within 2 years of course completion, the reimbursement will be considered to be prorated over a 24 month period from the date of course completion and the remainder will be withheld from the employee's last pay check. If an employee terminates due to a duty disability, this portion of this provision will not be applied.~~

~~3. Reimbursement will not be made to an employee who was discharged or voluntarily terminates employment with the County before completion of a course.~~

~~4. Reimbursement will not be made to an employee who withdraws from a course due to personal reasons.~~

~~5. Reimbursement will only be made if funds have been budgeted for and are remaining in the department's budget.~~

~~27.4 The County shall reimburse an officer up to \$85.00 per credit upon successful completion of approved police science courses, approved correction courses and public management courses. Effective January 1, 2008, the County shall reimburse an officer up to \$85.00 per credit upon successful completion of approved police science courses and approved correction courses. Courses must be pre-approved by the Sheriff or his/her designee prior to an officer taking the course. Employees must obtain a "C" grade to be reimbursed.~~

Article 28. 14. HOLIDAYS

I. Definitions

- A. Base pay is defined as that pay received by an employee of the Brown County Sheriff's Department as outlined in Article 24 10, Salaries, of the labor agreement.
- B. Holiday pay is defined as that pay or compensatory time off received by every member of the Brown County Sheriff's Department Supervisory Labor Association regardless of whether or not the employee works the holiday.
- C. Holiday is defined as a day marked by a general suspension of work in commemoration of an event and does include the following days:

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

- D. Premium pay is defined as that pay or compensatory time off received by every officer of the Brown County Sheriff's Department Supervisory Labor Association who is regularly scheduled to work exclusive of sick leave and works a shift or a portion of a shift (includes worker's compensation, vacation, or compensatory time) is to be compensated at a rate of one (1) hour of pay or compensatory time off for each hour of work for 5-2 personnel.
- E. Overtime pay is defined as that pay or compensatory time computed at one and one-half (1 ½) times the hourly rate for all hours worked.

II. Application:

- A. Regularly scheduled to work (8 hours) (5-2 personnel)
 - 1) Base pay (compensated up front)
 - 2) Holiday pay (compensated up front)
 - 3) Premium pay
- B. Regularly scheduled to work (more than 8 hours) (5-2 personnel)
 - 1) Base pay (compensated up front)
 - 2) Holiday pay (compensated up front)
 - 3) Premium pay
 - 4) Overtime pay
- C. Not regularly scheduled to work (8 hours) (5-2 personnel)
 - 1) Holiday pay (compensated up front)

- 2) Premium pay
 - 3) Overtime pay
- D. Not regularly scheduled to work (more than 8 hours) (5-2 personnel)
- 1) Holiday pay (compensated up front)
 - 2) Premium pay
 - 3) Overtime pay

Article 29. 15. PERSONAL DAYS

Employees who work Monday through Friday schedules, twenty-four (24) hours personal time shall also be observed as a holiday, to be taken as mutually agreed upon between the employee and supervisor. In addition, the day after Thanksgiving will be observed as a personal day with pay. For employees who follow a seven (7) day schedule, thirty-two (32) hours of personal time shall be observed as holidays, subject to prior approval by supervisor.

~~All employees will receive three (3) personal days to be taken with prior approval of the Department. Personal days for all officers shall be prorated in their final year of employment with Brown County.~~

Article 30. 16. VACATIONS

(1) All employees shall earn vacation as follows:

- After six months of service forty (40) hours
- After the first year of service eighty-eight (88) hours
- After the third year of service ninety-six (96) hours
- After the fourth year of service one hundred four (104) hours
- After the fifth year of service one hundred twenty (120) hours
- After the ninth year of service one hundred forty-four (144) hours
- After the tenth year of service one hundred sixty (160) hours
- After the sixteenth year of service two hundred (200) hours

(2) Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned vacation time worked as of the date of termination. The employee shall reimburse the County for any vacation time taken but not earned at the time of his/her termination.

(3) Employees must submit their vacation requests in advance and with as much notice as possible, so that supervisors can review the requests and make appropriate decisions based on the operational needs. In establishing regular schedules, supervisors shall give due consideration to the desires of individual employees within limits of work requirements of the division. Appointing authorities may amend vacation schedules to meet work emergencies or to grant requests of individual employees. If two or more employees request to take vacation during the same period and the matter cannot be resolved by agreement of the parties concerned, the employee with the most Unit seniority with the County shall be granted vacation time.

(4) No employee shall be permitted to accept vacation pay in lieu of vacation.

(5) An employee hired prior to January 1, 1982, cannot carry more than thirty (30) days of vacation at the end of the calendar year. Employees hired after January 1, 1982, cannot carry more than ten (10) days of vacation at the end of the calendar year.

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

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

The days listed are the actual number of days to be taken off during the year of service indicated. Vacation days for all officers shall be prorated in their final year of employment with Brown County.

5-2 personnel shall be allowed a maximum of ten (10) vacation days during the period from Memorial Day through September 15th of each year on the first round of vacation selection. Vacation selection during the first round shall be selected only in multiples of three (3) days; these three days to coincide with either groups one, two or three. Vacations shall be selected by department seniority.

Article 31. ACCUMULATION OF VACATION (Carry over addressed in Article 16.)

Vacation accumulation with pay shall, on December 31 of each year, not exceed thirty (30) days. Employees hired prior to January 1, 1982, will be allowed to carry over up to thirty (30) days of vacation at the end of the calendar year. Employees hired after January 1, 1982, will be allowed to carry over ten (10) days of vacation at the end of the calendar year. The taking of one-half (1/2) day vacation is permitted at the discretion of the department head. In the event of death of an employee, the employee's survivors shall be paid the dollar equivalent for all accumulated and unused vacation.

Article 32. VACATION PAY USED FOR SICKNESS

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

Article 33. HEALTH AND DENTAL INSURANCE 17. INSURANCE

(1) Health Insurance. The County will offer a group health insurance program for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan together with the amount of deductible and the design of such plan shall be determined by the County on an annual basis.

(2) Dental Insurance. The County will offer a group dental insurance program for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan together with the amount of deductible and the design of such plan shall be determined by the County on an annual basis.

(3) Life Insurance. The County will offer a group life insurance program for regular full-time and qualifying regular part-time employees. The employee and employer contributions toward the premiums of such plan together with the design of such plan shall be determined by the County on an annual basis.

(4) Insurance Continuation. Employees who retire or receive disability benefits under the Wisconsin Retirement System, or those employees who become covered by social security for disability, or those who remain on the County long-term disability program, may continue to be covered at their own expense under the County's group hospital, dental and life insurance plans at the group rate until age sixty-five (65) by paying the appropriate premium amounts to the County.

Coverage shall be as outlined in the final document.

Insurance Deductibles:

~~The County agrees to continue to make available to the employees, a group insurance program. Such plan shall retain the terms and conditions in effect as of the date of the signing of this Agreement and benefits shall be improved as negotiated by the County and Association. New employees will be eligible for insurance coverage the first of the month following 30 days of employment.~~

PPO Plan

~~— Premium:~~

~~Effective May 1, 2010, the employee shall pay ten percent (10%) of the single or family premium per month for the PPO Plan. The County shall pay ninety percent (90%) of the single or family premium for the PPO Plan. Note: (The January premium will be deducted in December).~~

~~Effective January 1, 2011, the employee shall pay twelve percent (12%) of the single or family premium per month for the PPO Plan. The County shall pay eighty-eight percent (88%) of the single or family premium for the PPO Plan.~~

~~— Deductible:~~

	<u>Single</u>	<u>Family</u>	
_____ In Network:	\$250	\$ 750	Effective July 1, 2010
_____ Out of Network:	\$550	\$1,650	Effective July 1, 2010

~~— Co-insurance:~~

_____ In Network	90%
_____ Out of Network	60%

~~— Out of pocket maximum:~~

	<u>Single</u>	<u>Family</u>	
_____ In Network	\$ 750	\$2,250	Effective July 1, 2010
_____ Out of Network	\$1,650	\$4,950	Effective July 1, 2010

~~— Office Visits:~~

_____	In Network	\$25 Co-pay then 100%	Effective July 1, 2010
_____	Out of Network	Deductible then 60%	Effective July 1, 2010

~~_____~~ Routine/Preventive Care:

_____	In Network	Covered at 100%	Effective July 1, 2010
_____	Out of Network	Deductible then 60%	Effective July 1, 2010

~~_____~~ Prescription Drugs — A 3-tier formulary will be followed for all prescriptions.

_____	In Network	Generic	20% employee co-pay
_____		Brand	25% employee co-pay plus cost difference
_____		Non-preferred	35% employee co-pay plus cost difference
_____			\$1,000 annual out-of-pocket maximum

_____	Out of Network	Deductible then 60%
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Hospital Services:

_____	In Network	Deductible then 90%	Effective July 1, 2010
_____	Out of Network	Deductible then 60%	Effective July 1, 2010

_____	Retail Clinic:	\$10 co-pay, then 100%	Effective July 1, 2010
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~~_____~~ Effective July 1, 2010:

_____	Separate Chiro Deductible	\$100 deductible then 80%
_____	Durable Medical Equipment	Deductible then 90% / 60%
_____	Occ., Speech, Physical Therapy	Deductible then 90% / 60%
_____	Emergency Room Sickness	Deductible then 90% / 60%
_____	Out-patient Ancillary Services	Deductible then 90% / 60%
_____	Nervous and Mental Benefits	Deductible then 90% / 60%
_____	Ambulance	Deductible then 95%

High Deductible Plan

For the calendar year 2010, the High Deductible Plan would be offered to members after a 30 day open enrollment period. It is the intention of the County to prorate the deductible and the funding of the HRA depending on the start date. (Ex. High Deductible Plan starts on July 1 then the deductible would be Single \$750 and Family \$1500; the HRA funding would be Single \$750 [less the prorated PPO Single deductible of \$125] and Family \$1500 [less the prorated PPO Family deductible of \$375] on July 1).

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

_____	100% for year 2010
_____	90% for year 2011

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

~~— Premium:~~

~~— Effective May 1, 2010, the employee shall pay ten percent (10%) of the single or family premium per month for the High Deductible Plan. The County shall pay ninety percent (90%) of the single or family premium for the High Deductible Plan.~~

~~— Effective January 1, 2011, the employee shall pay twelve percent (12%) of the single or family premium per month for the High Deductible Plan. The County shall pay eighty-eight percent (88%) of the single or family premium for the High Deductible Plan.~~

~~— Deductible:~~

	<u>Single</u>	<u>Family</u>	
In Network:	\$1,500	\$3,000	Effective July 1, 2010
Out of Network:	\$3,000	\$6,000	Effective July 1, 2010

~~— Co-insurance:~~

In Network	100%
Out of Network	70%

~~— Out-of-pocket maximum:~~

	<u>Single</u>	<u>Family</u>	
In Network	\$1,500	\$ 3,000	Effective July 1, 2010
Out of Network	\$6,000	\$12,000	Effective July 1, 2010

~~— Office Visits:~~

In Network	\$25 Co-pay then 100%	Effective July 1, 2010
Out of Network	Deductible then 70%	Effective July 1, 2010

~~Routine/Preventive Care:~~

In Network	Covered at 100%	Effective July 1, 2010
Out of Network	Deductible then Co-insurance	Effective July 1, 2010

~~— Prescription Drugs: A 3-tier formulary will be followed for all prescriptions.~~

In Network	Generic	20% employee co-pay
	Brand	25% employee co-pay plus cost difference
	Non-preferred	35% employee co-pay plus cost difference
	\$1,000 annual out of pocket maximum	
Out of Network	Deductible then 70%	

~~— Hospital Services:~~

In Network	Deductible then 100%	Effective July 1, 2010
Out of Network	Deductible then 70%	Effective July 1, 2010

~~— Retail Clinic: \$10 co-pay, then 100% Effective July 1, 2010~~

~~— Effective July 1, 2010:~~

Chiropractor	No separate deductible, 100% / 70%
Durable Medical Equipment	Deductible then 100% / 70%
Occ., Speech, Physical Therapy	Deductible then 100% / 70%
Emergency Room Sickness	Deductible then 100% / 70%
Out-patient Ancillary Services	Deductible then 100% / 70%
Nervous and Mental Benefits	Deductible then 100% / 70%
Ambulance	Deductible then 100% / 70%

~~There shall be no guarantee that the provider networks will remain the same or will be continued during or after the term of this agreement. Notice will be required prior to discontinuance of any provider networks in sufficient time to allow employees to opt into another plan at the time of the change or annually during the open enrollment period before the change is implemented. If the county continues to offer this plan after the expiration of this contract, the County agrees that coverage will be negotiable. Individual providers will not be guaranteed.~~

~~Maximum allowable fee and Usual and Customary fee are intended to be synonymous terms.~~

~~Medically necessary disputes will upon appeal ultimately be determined by a third party qualified caregiver. The third party administrator of the employer's health plan will determine claims paid based on the plan document. Decisions to not pay claims other than those determined to be medically necessary may be overturned by the County Risk Manager at his/her discretion.~~

~~(There is no intent with the foregoing language to add or remove any rights or obligations of the parties, only to clarify practice).~~

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

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

Dental

~~The employee shall pay seven and one-half percent (7.5%) of the single or family premium per month for the Dental Plan. The County shall pay ninety-two and one-half percent (92.5%) of the single or family premium for the Dental Plan.~~

~~Effective January 1, 2011, the dental annual maximum is \$1,250.~~

Article 34. DEATH AND DISMEMBERMENT INSURANCE

~~The County agrees to make available Wisconsin Public Employers Group Life Insurance Plan for each regular employee. Coverage shall be at the employee's annual earnings rounded to the next \$1,000 and shall be provided at no cost to the employee.~~

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

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

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

~~(The new policy will go into effect on October 1, 2001, or as soon after as the County can comply with plan requirements and otherwise prepare to administer the plan)~~

Article 35. RETIREMENT CONTRIBUTION (Moved to Article 22 of new contract)

~~Effective the first pay period which includes December 27, 2009, the County will pay up to two hundred two dollars (\$202.00) per pay period toward the individual's contribution rate to retirement for all officers of the Sheriff's Department after one year of service.~~

~~Effective the first pay period which includes September 19, 2010, the County will pay up to two hundred three dollars (\$203.00) per pay period toward the individual's contribution rate to retirement for all officers of the Sheriff's Department after one year of service.~~

~~Effective the first pay period which includes December 26, 2010, the County will pay up to two hundred seven dollars (\$207.00) per pay period toward the individual's contribution rate to retirement for all officers of the Sheriff's Department after one year of service.~~

~~Effective the first pay period which includes September 18, 2011, the County will pay up to two hundred eight dollars (\$208.00) per pay period toward the individual's contribution rate to retirement for all officers of the Sheriff's Department after one year of service.~~

Article 36. 18. CASUAL DAYS

(1) After six (6) months of employment to provide first day coverage for sickness, each employee shall receive forty (40) hours [thirty-seven and one-half (37.5) hours for employees on a thirty-seven and one-half (37.5) hour work week] casual time each January 1. ~~To provide first day coverage for sickness, each employee will receive five (5) casual days each January 1.~~ Casual days may also be used for personal time off with actual days off being subject to mutual agreement between the employee and the employer. Casual days will not be withheld for arbitrary or capricious reasons except during the last two (2) weeks of employment ~~when only a two (2) week notice is given.~~ At the end of each calendar year employees shall be paid at their existing rate of pay for any casual days not used during the year, to a maximum of five (5) days (payment shall be made automatically prior to the following January 31).

(2) Casual day credit is earned on a monthly basis; however, for scheduling purposes, casual days earned during the calendar year are credited to the employee's casual account at the beginning of each calendar year. Any employee who terminates his/her employment or has his/her employment terminated for any reason, shall be compensated for all earned casual time worked as of the date of termination. The employee shall reimburse the County for any casual time taken but not earned at the time of his/her termination.

~~Employees hired before July 1 will earn prorated casual days at a rate of one-half (1/2) day for each full month worked up to six (6) months for a total of three (3) days and then shall receive one-half (1/2) day per month for each full month remaining in the calendar year up to a maximum~~

~~of two (2) additional full days. Employees hired after July 1 will not earn casual days during the initial calendar year in which they were employed. However, upon~~

~~successful completion of six (6) months of employment, the employee shall receive five (5) casual days for the calendar year following the year of their hire.~~

~~Newly hired employees who terminate before the end of the calendar year in which they are hired or during probationary period, shall not receive any compensation for unused or accrued casual days. An employee who terminates employment on or before June 30 of any calendar year, shall receive payment for only one-half (1/2) of their accrued but unused casual days for that year. An employee who terminates employment on or following July 1 of any calendar year shall receive payment for any unused casual days.~~

~~(3) Casual days may be taken in not less than fifteen (15) minute increments for purposes of required dental and medical care. Doctor and dentist appointments should be limited to a reasonable number of hours from work.~~

~~(4) Casual days and banked sick leave may be used by an employee who is injured on the job to supplement his/her disability benefits in an amount which will equal regular pay.~~

~~(5) Employees may use banked sick days while casual days are available.~~

Article 37. 19. SHORT TERM DISABILITY LEAVE

~~(1) Employees who have completed six (6) months 180 calendar days of service shall be eligible for disability leave pay as follows:~~

~~(a) On the job accidents or injuries of the employee - first day coverage at 75% of regular pay for the duration of short term disability, up to a maximum of 180 days. The employee is responsible for applying for long term disability coverage. (Doctor Certificate required)~~

~~(b) Sickness or an off the job accident or injury of the employee - coverage after three (3) work days at 75% of regular pay until the start of long term disability coverage.~~

~~(2) Eligible part-time employees shall receive disability leave benefits on a prorata hourly basis based on scheduled work hours.~~

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

~~In order to qualify for disability benefits, an employee must report to the immediate Supervisor or other management designated employee at least one (1) hour prior to the employee's normal start time, except in the case of an emergency. All illness or injury must be reported every day unless the definite absence time is reported on the first day of occurrence. It is understood by both parties that employees are expected to notify the employer at~~

~~the earliest practicable time but no less than one (1) hour prior to the employee's normal start time, if they should be absent from work due to sickness or emergency.~~

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

~~An employee shall be eligible to use accrued disability benefits with pay for a period of absence from employment which is due to his/her personal injury or illness or in his/her immediate family or required dental care. Immediate family is defined as an employee's child, spouse or parent as those terms are defined under section 103.10 Wis. Stats. Employees have the duty to attempt to make other arrangements within a reasonable period of time (defined as up to two calendar weeks) for the attendance of immediate family in their care or to be with an immediate family member who is ill. In the case of pregnancy, a written physician's certificate stating the date the employee is no longer medically able to work due to pregnancy will be required to initiate disability benefits. The employee shall make herself available for return to work six (6) weeks from delivery and/or such time that the physician documents that the individual is medically able to return to duty. A written physician's certificate stating the employee is medically able to return to work will terminate the disability benefits with pay.~~

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

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

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

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

Article 38. 20. LONG TERM DISABILITY

~~Brown County's long-term disability (LTD) plan provides for eligible employees, employees who work ten or more hours per week, (excluding seasonal, limited term employees, temporary and summer) to receive 2/3 pay after 180 days of disability to age 65 with offsets for Social Security disability benefits, Wisconsin Retirement System disability benefits and Workers Compensation benefits. Part-time employees who work at least 50% of full time hours are eligible for long-term disability on a prorated hourly basis, based on scheduled work hours.~~

1. ~~Qualified employees who have been disabled for a period of 180 days in a rolling 12 month period will no longer be eligible for short term disability for that same or a related injury but may qualify for long term disability provided they apply for such benefit within 30 days of the exhaustion of the 180 day elimination period. The employee may use banked sick leave, after utilizing all casual days for that year, to supplement the long-term disability benefit.~~

(1) LTD begins after 180 days of disability; however, the offsetting benefits must be requested by the disabled employee within 30 days of beginning LTD.

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

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

Article 39. 21. BANKED SICK LEAVE

All employees will have their individual sick leave accumulation as of December 13, 1993 (the ratification date of the 1993-1994 Agreement), up to the maximum of 135 days "banked" in a sick leave accumulation account which may be used by the employee to supplement any 75% of regular pay benefit received for a disability. Banked sick leave may be used to make the employee whole for base pay earnings. However, no additional sick leave benefits will accrue in the banked account unless they are vacation days earned but unused during the final three (3) years of their employment with Brown County. All sick leave shall be subject to administration by the department heads. In the event of the death of an employee said employees' beneficiary will receive a payout equal to the sick leave balance in their account. The maximum payout for the death of an employee is 135 days.

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

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

1. In the event that an employee, eligible under the sick leave provision and eligible for retirement under the provision of the Wisconsin Retirement System dies prior to retirement, the survivor of said employee shall be entitled to 100% of the accumulated sick leave conversion as indicated above. In the event that an employee dies after retirement, the survivor of said employee shall be entitled to continue drawing on such fund as long as the surviving spouse does not remarry or the children of the deceased employee are not dependent as determined by the dependency rules of the Internal Revenue Code.
2. Dependent children, in accordance with regular County policy, will be eligible to apply the escrowed amount for health insurance premium payment purposes upon the death of the surviving spouse. Remarriage of the surviving spouse will not terminate the eligibility of dependent children for this benefit.
3. Any funds remaining in the escrow account after death of the retiree, death or remarriage of the surviving spouse, or death or ineligibility of dependent children shall revert back to the County.
4. This health insurance premium payment program for protective employees is mandatory for all covered employees upon retirement and supersedes all previous sick leave payment programs upon retirement sponsored by Brown County.
5. If death of a covered protective service employee occurs before eligibility for retirement, 100% of the existing payment of accumulated sick leave will apply to the estate of the deceased employee for purposes of payment of health insurance premiums in accordance with above policy.

Article 22. RETIREMENT CONTRIBUTION

The County will pay up to Two hundred eight dollars (\$208.00) per pay period toward the individual's contribution rate to retirement for all officers of the Sheriff's Department after one (1) year of service.

Article 40. DUTY INCURRED DISABILITY PAY

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

Article 41. LEAVE OF ABSENCE/FUNERAL LEAVE

~~Employees shall have a five (5) working day leave of absence with pay in the event of the death of a member of their immediate family. Immediate family is defined as husband, wife, children, parents, brothers, sisters, mother-in-law, father-in-law, stepparents, stepchildren or guardian. A three (3) day leave of absence with pay shall be granted in the event of the death of grandchildren or grandparents, brother-in-law, sister-in-law, son-in-law, daughter-in-law, of the employee or his spouse. Said three working day leave of absence shall be given and allowed from the date of the~~

~~death through the immediate and subsequent six days following said date of death. The purpose of allowing the three working day leave of absence to extend from the date of death through the next six days is to provide for the contingency that the employee may be on his day or days off during the time that death occurs. This provision is subject to the approval of the division commander and the employee should be in a position to verify and show to the department head the immediate presence of a bereavement need. Consideration shall be given by the department heads for a one (1) day leave of absence with pay in the event the employee acts as a pallbearer. As it pertains to this article, the definition of a work day is synonymous with the employees regularly scheduled day.~~

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

Article 23. LEAVE OF ABSENCE

(1) Policy. The Human Resources Manager may grant a regular employee leave without pay for a period not to exceed six (6) months. A leave of absence (LOA) is defined as an unpaid approved absence from work for a specified period of time for medical, parental, military or personal reasons. If an employee finds that he she must be out of work for more than three (3) days, he or she should contact the Human Resources Department to determine if a LOA may be necessary.

(2) Eligibility. (a) All regular employees employed by Brown County may be eligible to apply for an unpaid personal leave of absence. Job performance, absenteeism and departmental requirements will all be taken into consideration before a request is approved. Leave without pay shall be granted only when it is in the best interests of the County to do so. The interests of the employee shall be considered when he/she has shown by his/her record to be of more than average value to the County and when it is desirable to return the employee to service even at some sacrifice. Requests for leave of absence shall be approved prior to the taking of such leave. When such leave is requested as an extension of sick leave, an acceptable physician's certificate shall be included.

(b) Requests for unpaid personal leave may be denied or granted by Brown County for any reason or no reason and are within the sole discretion of the County. Approvals of the immediate supervisor, department director and the Human Resources Department are required.

(3) Unauthorized Absence. It is recognized that there may be extenuating circumstances for unauthorized absence, and due consideration shall be given each case. However, an employee who is absent from duty without approval may be considered as having abandoned his/her position, depending on the circumstances.

Article 24. FUNERAL LEAVE

(1) Whenever a death occurs to a member of the immediate family of an employee, the County shall compensate the employee for any time lost from work during the next five (5) work days. The five (5) work days must be taken within the period starting with the date of death and one of the days must be used to attend the funeral. Should such death occur during the employee's vacation or use of other paid time off, he/she shall receive the additional time off with

pay at another time mutually agreed upon by the employee and department. Should the funeral or internment occur at a delayed date (example: winter death, spring internment) the employee may use one

(1) of the five (5) days to attend the funeral or internment. Compensation shall be at the regular hourly rate of said employee for a normal work day.

(2) Immediate family is defined as: wife, husband, father, mother, guardian, sister, and brother, child of employee, grandchildren, grandparents, father-in-law, mother-in-law, step-children, or stepparents.

(3) Employees will be entitled to compensation for one (1) day to attend the funeral of the spouse's grandparents or of a son-in-law or daughter-in-law, brother-in-law or sister-in-law, aunt or uncle of the employee or spouse. In the event an employee is required to act as a pallbearer at the funeral of someone outside of his/her immediate family, he/she shall be granted one (1) day off to do so.

(4) Regular part-time employees are eligible for bereavement days off as stated above, beginning on the succeeding calendar days starting on the date of death. If during this leave the employee has scheduled work days, the employee will be paid for those scheduled work days and hours only. The employee will not be paid for any of these days which are non-scheduled work days. Should any death occur during an employee's vacation he/she shall receive additional time off with pay for any scheduled work day affected at a time mutually agreed upon by the employee and department.

Article 42. MILITARY LEAVE

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

Article 43. JURY DUTY

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

Article 44. LAY-OFF

~~Whenever it becomes necessary to lay off employees in the bargaining unit, employees shall be laid off in inverse order to their length of service with the department provided the employee remaining on the job is qualified to~~

~~perform the work. When openings occur, employees laid off shall be recalled in the order of their length of service with the department before new employees are hired.~~

Article 45. GRIEVANCE PROCEDURE

(Moved to Article 9)

Article 46. 25. DRUG TESTING

(See attached addendum.)

Article 47. 26. AMENDMENT PROVISIONS

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

Article 48. NO OTHER AGREEMENT

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

Article 49. 27. SAVINGS CLAUSE

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

Article 50. CHANGES IN THE TERMS OF AGREEMENT

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

Article 51. 28. TERMS OF AGREEMENT

This Agreement shall **will** become effective as of January 1, 2010 **2012**, and remain in full force and effect up to and including December 31, 2011 **2012**. , and shall renew itself for additional one year periods thereafter unless either party has notified the other party in writing that it desires to alter or amend this Agreement at the end of the contract period. The terms of this Agreement shall be from January 1 to December 31 of each and every year. Provisions have been made to pay for the liability accruing under this contract.

MEMORANDUM OF UNDERSTANDING

(a) ~~Plan Changes~~

~~The following agreement has been reached between Brown County and the Sheriff Supervisory Employees Association.~~

~~Employees agree to plan changes with respect to the utilization of EAP prior to obtaining services under the PPO and failure to utilize one (1) of the designated PPO Providers, Mental Health Preferred Provider Organizations, Hospital/Surgical Pre-certification, Pre-existing Conditions Limitation, Hardship Enrollment, Bill Audit, Durable Medical Goods and Prescription Drug Plan.~~

MEMORANDUM OF UNDERSTANDING

(b) Multi-Jurisdictional Task Force Assignment

The following agreement has been reached between Brown County and the **Brown County** Sheriff Supervisory Employees Association.

The parties agree that in the event that a member of the Association is selected and assigned to a position with the Multi-Jurisdictional Task Force, the individual will continue to accrue seniority during the time of such assignment. The parties further agree that upon the individual's return to his/her normal duties, the individual will be reassigned to the same ranked position which the individual held at the time of his/her assignment to the task force.

This memorandum of understanding will expire on December 31, 2011 **2012**.

MEMORANDUM OF UNDERSTANDING

Seniority as Used in this Agreement

Both parties agree to the following seniority language:

~~Effective with the ratification of the 1999, 2000, and 2001 contract, Sheriff Supervisory bargaining unit members shall accrue seniority based upon their length of service within the Sheriff Supervisory bargaining unit and respective division. Seniority will no longer be solely based upon length of time within a division/department. For the purpose of overtime, vacation selection, etc., bargaining unit seniority within division will be used.~~

~~All applicable contract references to "department" seniority will be revised to reflect "bargaining unit" seniority.~~

MEMORANDUM OF UNDERSTANDING

SHERIFF SUPERVISORY ASSOCIATION **Personnel Assigned 12 Hour Shifts**

The following agreement has been reached between Brown County and the Brown County Sheriff's Department Supervisory Labor Association.

This agreement shall change the current contract language between Brown County and the Brown County Sheriff's Department Supervisory Labor Unit for personnel assigned 12 hour shifts resulting in an 84 hour work week.

This agreement currently applies to 12 hour shift Lieutenants.

1. Hours

The normal schedule for Officers working 12 hour shifts shall consist of two days on, two days off, three days on, two days off, two days on and three days off. The above results in an 84 hour pay period.

2. Article 24. 10. Salaries

Salaries shall be based on the current negotiated rate of pay in grade multiplied by the annual hours worked.

3. Article 11. Overtime. Employees who work 12-hour shifts shall be compensated at the rate of one and one-half (1-1/2) times their normal rate of pay for all hours worked outside of their normally scheduled hours or in excess of 12 hours in any working day; except as provided in Article 11.

3. Article 24. Shift Pay Differential

~~— Relief Hours ————— 3 hours pay per month~~

~~— 6:00 p.m. - 6:00 a.m. ————— 4 hours pay per month~~

4. Article 28. Holidays

~~— Holidays for Officers working 12 hour shifts shall be compensated 12 hours for each holiday.~~

5. Article 29. Personal Days

~~— Personal Days for Officers working 12 hour shifts shall be reflective of benefit hours calculated based on the ——— current contract language provision of 3 days and shall receive 24 hours in time.~~

6.4. Article 30. 16. Vacations

Vacations for Officers working 12 hour shifts shall be reflective of benefit hours calculated based on years of service and shall receive an additional 28 hours of vacation.

Example:

~~— 7-12 years of service ————— 12 working days — 96 hrs. + 28 hrs. = 124 hrs. vacation~~

~~— 13-14 years of service ————— 18 working days — 144 hrs. + 28 hrs. = 172 hrs. vacation~~

~~— 15-16 years of service ————— 24 working days — 192 hrs. + 28 hrs. = 220 hrs. vacation~~

~~— 17 years of service ————— 26 working days — 208 hrs. + 28 hrs. = 236 hrs. vacation~~

~~— 18 years of service ————— 27 working days — 216 hrs. + 28 hrs. = 244 hrs. vacation~~

~~— 19 years of service ————— 28 working days — 224 hrs. + 28 hrs. = 252 hrs. vacation~~

7. Article 36. Casual Days

~~— Casual Days for Officers working 12 hour shifts shall be reflective of benefit hours calculated based on current contract language provision of 5 days and shall receive 40 hours in benefit.~~

Respectfully submitted,
EXECUTIVE COMMITTEE

Final Draft Approved by County Board Attorney

Authored by: County Board Attorney

Fiscal Note:

A motion was made by Supervisor Andrews and seconded by Supervisor Wetzel “to adopt”. Following discussion by Supervisors, a vote was taken on Supervisor Andrews’ motion “to adopt”. Vote taken. Roll Call #9s:

Ayes: De Wane, Miller, Erickson, Brunette, Zima, Evans, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell
Nays: Tumpach, Nicholson, Theisen, Haefs, Vander Leest, Buckley
Excused: La Violette
Total Ayes: 19 Total Nays: 6 Excused: 1
Motion Carried.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

No. 9s(i) -- RESOLUTION RE: INCOME MAINTENANCE CONSORTIUM

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

Ladies and Gentlemen:

WHEREAS, under current law, pursuant to Wis. Stat. § 49.78, the State Department of Health Services (“DHS”) has delegated certain duties and responsibilities related to the administration of the Income Maintenance program to counties; and

WHEREAS, under current law, Wis. Stats. §§ 46.031 and 49.78 require each individual county to enter into a contract with DHS for the provision of Income Maintenance program administration services; and

WHEREAS, 2011 Wisconsin Act 32, the Biennial Budget Bill, modifies current law relating to the authorization for DHS to enter into contracts with individual counties relation to Income Maintenance program administration services and instead authorizes the formation of county-based regional consortia and further authorizes the consortia to enter into a contract with DHS related to the provision of the services; and

WHEREAS, Act 32 specifically provides that “. . . each county with a population of less than 750,000 shall participate in a multicounty consortium that is approved by the department. . .” and further that “. . . [by] October 31, 2011, the department shall approve multicounty consortia. . .;” and

WHEREAS, Wis. Stat. §66.0301(2) authorizes municipalities including counties to contract with other municipalities for the receipt or furnishing of services or the joint exercise of any power or duty require or authorized by law; and

WHEREAS, The counties of Brown, Door, Marinette, Oconto, and Shawano have formed an income maintenance consortium in compliance with Act 32 with Brown County designated as the lead agency; and

WHEREAS, the Bay Lake Consortium has received preliminary approval to enter into an agreement with DHS for the provision of Income Maintenance Administration services; and

WHEREAS, the five counties in the Bay Lake Consortium will collaborate in providing mandated income maintenance services within the aforementioned five-county area and each county will continue its efforts at fraud detection, prevention, investigation, and prosecution.

WHEREAS, the Brown County Highway Department acquired this land to create and maintain a clear "vision triangle" at the intersection of Creamery Road and County Highway "GV"; and

WHEREAS, this portion of Creamery Road was discontinued and vacated in 2000 and is no longer a public road and, therefore, the "vision triangle" is no longer necessary; and

WHEREAS, the landowner adjacent to this county owned parcel, Peeters & Willems Realty, LLP, sued Brown County pursuant to Wisconsin Statute §32.05 (11) "Condemnation Review", and Brown County and the landowners reached a settlement of the matter prior to trial that requires the County to convey the 0.585 acres of land to the landowner as partial consideration for the settlement agreement.

NOW, THEREFORE, BE IT RESOLVED by the Brown County Board of Supervisors, the Clerk for Brown County is authorized to execute a warranty deed for the conveyance of the following described real estate:

Commencing at the Southeast corner of said Private Claim 32, thence North 63°58'42" West along the South line of said Private Claim 32, 2,204.67 feet to the centerline of Monroe Road (C.T.H. "GV"); thence 588.50 feet along said centerline, being a 5,000.00 foot radius curve to the left, the chord of which bears North 29°27'49" East, 588.16 feet; thence North 26°05'30" East along the said centerline, 641.26 feet; thence 91.91 feet along the said centerline, being a 1,600.00 foot radius curve to the right, the chord of which bears North 27°44'14" East, 91.89 feet; thence North 63°54'30" West, 95.15 feet to the point of beginning; thence continuing North 63°54'30" West, 127.12 feet to the existing right of way line of C.T.H. "GV"; thence North 50°43'36" East along the said right of way, 403.56 feet; thence continuing along the said right of way 122.65 feet, being a 1,954.86 foot radius curve to the right, the chord of which bears North 52°31'27" East, 122.63 feet; thence 487.83 feet along a 1,695.00 foot radius curve to the left, the chord of which bears South 37°26'35" West, 486.15 feet to the point of beginning, and containing 25,466 square feet, more or less.

All that part of the above described parcel falling within Private Claim 32, East side of the Fox River, in the Town of Ledgeview, Brown County, Wisconsin shall be attached to and become a part of Tax Parcel No. D-361. All that part of above described parcel falling within Private Claim 41, East side of Fox River, in the Town of Ledgeview, Brown County, Wisconsin shall be attached to and become a part of Tax Parcel No. D-424-2.

Respectfully submitted,
PLANNING, DEVELOPMENT AND
TRANSPORTATION COMMITTEE

Authored by: Corporation Counsel
Final Draft Approved by Corporation Counsel

Fiscal Note: The conveyance of land does not have a fiscal impact.

A motion was made by Supervisor Erickson and seconded by Supervisor Fleck "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

No. 9z -- ORDINANCE RE: TO AMEND §30.02 (4)(a) OF THE BROWN COUNTY CODE ENTITLED ORDINANCE ENFORCEMENT BY CITATION

THE BROWN COUNTY BOARD OF SUPERVISORS DOES ORDAIN AS FOLLOWS:

Section 1 - Sec. 30.02 (4)(a) of the Brown County Code, the “SCHEDULE OF DEPOSITS” – LOCAL BROWN COUNTY ORDINANCES” is amended to include the following offenses:

<u>Ordinance Number</u>	<u>Offense</u>	<u>Deposit</u>	<u>Sec 757.05 (1)(a) 26% Penalty Asses.</u>	<u>Court Costs & Fees</u>	<u>Jail Assess.</u>	<u>Total Cash Deposit</u>
30.05	Prohibiting fraud In Public Assistance	\$ 500.00	\$ 130.00	\$127.50	\$ 10.00	\$767.50
31.18 (3)	Contributing to Truancy	\$ 250.00	\$ 65.00	\$127.50	\$ 10.00	\$452.50

Section 2 - This ordinance shall become effective upon passage and publication pursuant to law.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Final Draft Approved by Corporation Counsel

Fiscal Note: The amendment will not require an appropriation from the general fund

A motion was made by Supervisor Buckley and seconded by Supervisor Carpenter “to adopt”. Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: <u> \s\ Troy Streckenbach, County Executive </u>	Date: 12/27/2011
Approved by: <u> \s\ Darlene K. Marcelle, County Clerk </u>	Date: 01/05/2012
Approved by: <u> \s\ Guy Zima, County Board Chairman </u>	Date: 01/11/2012

No. 9aa -- RESOLUTION RE: TO AUTHORIZE PLACEMENT OF ORDER FOR RADIO EQUIPMENT

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

Ladies and Gentlemen:

WHEREAS, the County is currently installing a new public safety radio communication system which will go into operation in October, 2012; and

WHEREAS, the Sheriff’s Department, the Department of Public Safety Communications (DPSC) and the Department of Emergency Management including the HAZ-MAT team need to purchase equipment to access and use the new system including: portable radios, mobile radios, modems and related radio equipment; and

WHEREAS, the DPSC has organized a program with all of the various end-user agencies of the radio system (law enforcement, firefighting, EMS) to purchase radio equipment

collectively to maximize bargaining power, and the plan is to place the order for purchase in the fourth quarter of 2011 to obtain an additional discount; and

WHEREAS, if the County waits to place its order until 2012, the County will lose discounts that could amount to a 30% savings compared to purchasing the same equipment in December, 2011; and

WHEREAS, in addition to cost savings, it is critical to acquire this equipment several months before the new radio system begins operation because DPSC must program the equipment, mobile radios must be installed and personnel must be trained in the operation of the equipment beforehand; and

WHEREAS, the radio equipment costs for the Sheriff's Department will be an amount not to exceed, \$1,800,000, and this amount is included in 2012 project financing for the County; and

WHEREAS, DPSC has funding to pay for the equipment purchased for its department and the Department of Emergency Management including the HAZ-MAT Team.

NOW, THEREFORE, BE IT RESOLVED the Department of Public Safety Communications, the Sheriff's Department and the Department of Emergency Management are authorized to place orders for purchase of radio equipment in December, 2011.

BE IT FURTHER RESOLVED, the Sheriff's Department's equipment order shall be in an amount not to exceed \$1,800,000 and shall be paid through 2012 project financing.

Respectfully submitted,
PUBLIC SAFETY COMMITTEE

Authored by: Corporation Counsel

Final Draft Approved by Corporation Counsel

Fiscal Note: This resolution will not have an impact on the General Fund if financing approved in the 2012 Budget is completed.

December 7, 2011 Version
With updated amount

A motion was made by Supervisor De Wane and seconded by Supervisor Buckley "to adopt". Voice vote taken. Motion carried unanimously with no abstentions.

Approved by: \s\ Troy Streckenbach, County Executive Date: 12/27/2011

No. 10 -- **CLOSED SESSION PURSUANT TO WIS. STATS. 19.85(1)(E) FOR THE PURPOSE OF DELIBERATING OR NEGOTIATING THE PURCHASING OF PUBLIC PROPERTIES, THE INVESTING OF PUBLIC FUNDS, OR CONDUCTING OTHER SPECIFIED PUBLIC BUSINESS, WHENEVER COMPETITIVE OR BARGAINING REASONS REQUIRE A CLOSED SESSION (LABOR NEGOTIATIONS).** No Closed Session.

No. 11 -- **SUCH OTHER MATTERS AS AUTHORIZED BY LAW.**

LATE COMMUNICATIONS:

No. 11a -- FROM SUPERVISOR WETZEL RE: TO REQUEST THE FACILITIES MASTER PLAN SUBCOMMITTEE TO BEGIN/PERFORM A COMPREHENSIVE SECURITY ANALYSIS OF COUNTY FACILITIES.

Refer to Facilities Master Plan Subcommittee.

No. 11b -- FROM SUPERVISOR SCHULLER RE: TO CREATE A PRESCRIPTION DRUG PROGRAM FOR ALL BROWN COUNTY EMPLOYEES FOR 2012, WHICH INCLUDES A \$5,000 MAXIMUM FOR OUT OF POCKET COSTS.

Refer to Executive Committee.

No. 12 -- BILLS OVER \$5,000 FOR PERIOD ENDING NOVEMBER 30, 2011

A motion was made by Supervisor Clancy and seconded by Supervisor Theisen **“to pay the bills for the period ending November 30, 2011”**. Voice vote taken. Motion carried unanimously with no abstentions.

No. 13 -- CLOSING ROLL CALL.

Present: Tumpach, De Wane, Nicholson, Theisen, Miller, Haefs, Erickson, Brunette, Zima, Evans, Vander Leest, Buckley, Dantine, Andrews, Kaster, Van Vonderen, Schuller, Fleck, Clancy, Wetzel, Moynihan, Scray, Carpenter, Lund, Fewell

Excused: La Violette

Total Present: 25 Excused: 1

No. 14 -- ADJOURNMENT TO WEDNESDAY, JANUARY 18, 2012 AT 7:00 P.M. , LEGISLATIVE ROOM #203, CITY HALL, 100 NORTH JEFFERSON STREET, GREEN BAY, WISCONSIN.

A motion was made by Supervisor Moynihan and seconded by Supervisor Carpenter **“to adjourn to the above date and time”**. Voice vote taken. Motion carried unanimously with no abstentions.

Meeting adjourned at 10:20 p.m.

\s\ Darlene K. Marcelle
Brown County Clerk