



MINUTES

Administrative

December 13, 2018
9:00 a.m.
Annex Conference Room
Marinette County Courthouse

MEMBERS PRESENT: Supervisors Mark Anderson, Tricia Grebin, John Guarisco, Don Pazynski, Rick Polzin, and Vilas Schroeder

MEMBERS EXCUSED:

OTHERS PRESENT: Deputy County Clerk Bobbie Borkowski, County Administrator John Lefebvre, Assistant Finance Director Laura Mans, Treasurer Bev Noffke, Eagle Herald, Peshtigo Times, and Bay Cities Radio

1. Call to Order

Chair Schroeder called the meeting to order at 9:00 am.

2. Agenda

Motion (Polzin/Guarisco) to approve agenda. Motion carried. No negative votes.

3. Minutes

Motion (Grebin/Polzin) to approve the minutes of November 8, 2018. Motion carried. No negative votes.

4. Public Comment - None

5. Correspondence – None

6. United Mailing Services

Motion (Grebin/Guarisco) to approve 2019 renewal of United Mailing Services agreement, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit A

7. Resolution – 911 Upgrades

Motion (Pazynski/Grebin) to recommend County Board approve resolution "*Funding the Next Generation 911 Upgrades*" upon new Governor taking office. Motion carried. No negative votes. Exhibit B

8. IT Report – Exhibit C

9. Dispatch Computers

Motion (Anderson/Polzin) to approve purchase of 4 computer systems from Dell Inc. for Dispatch upgrade at a total cost of \$5,736. Motion carried. No negative votes.

10. Computer Monitor - Economic Support

Motion (Guarisco/Grebin) to approve purchase of 40, 24" LG monitors for HHSD Economic Support for a total cost of \$5,400. Motion carried. No negative votes.

11. IMS 21 Software

Motion (Grebin/Pazynski) to approve renewal of software support for IMS 21 base, GUI and HyperCache (scanning functions) for calendar year 2019, total cost of \$11,380.63 utilizing 2019 budgeted funds. Motion carried. No negative votes.

12. MaaS360 MDM Software

Motion (Guarisco/Anderson) to approve renewal of MaaS360 MDM software license (mobile devices) at a cost of \$7,878.82. Motion carried. No negative votes.

13. MBM Multi-Function Copier Lease

Motion (Polzin/Guarisco) to recommend to County Board approval of a two-year lease agreement with MBM through Wells Fargo for five (5) multi-function copiers, at a cost of \$1,096.38 per month, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit D

14. City of Marinette - Network Service

Motion (Anderson/Grebin) to approve renewing the Network Service contract with the City of Marinette for the County to provide IT Support Services to the City through December 31, 2019, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit E

15. Diggers Hotline

Motion (Guarisco/Pazynski) to recommend County Board approve Participating Member Agreement with Diggers Hotline, Inc. and Independent Contractor/Member Agreement with Damage Prevention Services. LLC and Diggers Hotline, Inc. for underground locating services at an initial cost of \$100 plus \$1.74 for each email/ftp transmission, \$2.70 per voice out, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit F

16. Superior (SunGard HTE) Software

Motion (Polzin/Grebin) to recommend County Board approve renewal of 2019 software licensing for Superior (SunGard HTE) law enforcement software at a cost of \$84,653.21. Motion carried. No negative votes. Exhibit G

17. 2018 Tax Collection

The County Treasurer informed the committee the department will be collecting 2018 taxes for the Town of Amberg as well as other municipalities previously noted. Exhibit H

18. WI County Mutual Insurance

Motion (Pazynski/Guarisco) to recommend County Board approve renewal of 2019 Wisconsin County Mutual Insurance Corporation liability insurance with a \$25,000 deductible at a cost of \$219,793.00 and property insurance, various deductibles, at a cost of \$166,337.00. Motion carried. No negative votes. Exhibit I

19. 2019 Position Schedule Bond

Motion (Grebin/Anderson) to recommend County Board approve renewal of AEGIS Corporation 2019 Position Schedule Bond insurance with a total limit of \$732,000 at a cost of \$2,044.00. Motion carried. No negative votes. Exhibit J

20. 2019 Sales and Use Tax

Motion (Guarisco/Grebin) to recommend County Board approve 2019 Sales and Use Tax Agreement between Wisconsin Department of Revenue and Marinette County and authorize the Finance Director and County Administrator to view details of the Marinette County sales and use tax report, subject to Corporation Counsel's approval. Motion carried. No negative votes. Exhibit K

21. Finance Director's Report

- October Monthly Investment Report - \$ 38,316,057.01

22. Appropriation Entries

Motion (Polzin/Grebin) to approve listed appropriation entries and recommend County Board approve increasing Canine Fund Physician Fee expenditure account for K9 Dasko medical fees by transferring \$2,400 from Canine Fund Balance account . Motion carried. No negative votes. Exhibit L

23. Schedule of Paid Invoices

Committee reviewed November Schedule of Paid Invoices totaling \$132,454.55.

24. Personnel Policies and Procedures

Motion (Grebin/Guarisco) to recommend County Board approve Amendment 93 to the Personnel Policies and Procedures Manual Section 1.12 Employment/Hiring. Motion carried. No negative votes. Exhibit M

Motion (Polzin/Guarisco) to recommend County Board approve Amendment 94 to the Personnel Policies and Procedures Manual Section 1.26 Conditions of Employment. Motion carried. No negative votes. Exhibit N

Motion (Anderson/Grebin) to recommend County Board approve Amendment 95 to the Personnel Policies and Procedures Manual Section 1.27 Excused Absences. Motion carried. No negative votes. Exhibit O

Motion (Guarisco/Pazynski) to recommend County Board approve Amendment 96 to the Personnel Policies and Procedures Manual Section 1.29 Benefits. Motion carried. No negative votes. Exhibit P

Motion (Grebin/Polzin) to recommend County Board approve Amendment 97 to the Personnel Policies and Procedures Manual Section 1.31 Committees. Motion carried. No negative votes. Exhibit Q

Motion (Anderson/Polzin) to recommend County Board approve Amendment 98 to the Personnel Policies and Procedures Manual Section 1.105 Compensation Plan. Motion carried. No negative votes. Exhibit R

25. Administrative Specialist Position – Highway

Motion (Polzin/Pazynski) to recommend County Board approve creating an Administrative Specialist position at the Highway Department effective January 2, 2019 and eliminate the part-time Emergency Management Program Assistant position upon vacancy. Motion carried. No negative votes. Exhibit S

26. Emergency Management Coordinator

Motion (Guarisco/Grebin) to recommend County Board approve creating an Emergency Management Coordinator position and eliminate the Emergency Management Director position effective January 2, 2019. Motion carried. No negative votes. Exhibit S

27. Chief Mechanic

Motion (Pazynski/Grebin) to recommend County Board approve creating a Chief Mechanic position and eliminate two Highway Mechanic positions effective January 2, 2019. Motion carried. No negative votes. Exhibit T

28. Financial Manager – Highway

Motion (Polzin/Anderson) to recommend County Board approve creating a Financial Manager position at the Highway Department effective January 2, 2019 and eliminate an Accountant position in the Finance Department upon a vacancy. Motion carried. No negative votes. Exhibit S

29. Financial Positions – Health and Human Services

Motion (Polzin/Guarisco) to recommend County Board approve designating 8 Accounting Clerk positions and the 1 Financial Manager position located at Health and Human Services, as Health and Human Services Department positions effective immediately. Motion carried. No negative votes. Exhibit U

30. Assistant Medical Examiner Positions – Wage

Motion (Pazynski/Anderson) to recommend County Board establish Assistant Medical Examiner positions wage at step 1 of pay grade F, 2 hours minimum pay per call and \$1 per hour on-call pay. Motion carried. No negative votes.

31. Additional Sheriff Deputy Position

Motion (Guarisco/Grebin) to recommend County Board approve the immediate creation of an additional Sheriff Deputy position until such time as current employee on administrative leave returns to position or leaves County employment. In the event a current employee returns or leaves County employment, a Sheriff Deputy position will be eliminated upon vacancy. Motion carried. No negative votes. Exhibit V

32. City of Marinette – HR Support

Motion (Polzin/Grebin) to recommend County Board approve entering into a contract with the City of Marinette for the County to provide Human Resources Support Services to the City through December 31, 2019. Motion carried. No negative votes. Exhibit W

33. 2019 Dental Insurance

Motion (Guarisco/Anderson) to recommend County Board approve the 2019 Dental Insurance employee contribution rate of 15% of premium cost. Motion carried. No negative votes.

34. Future Agenda Items

35. Next Meeting Date

Next meeting date – Thursday, January 17, 2019 – 9:00 a.m.

35. Adjournment

Motion (Pazynski/Guarisco) to adjourn 10:58 a.m. Motion carried. No negative votes.

Bobbie Borkowski
Deputy County Clerk

Date approved/corrected:



CUSTOMER AGREEMENT

This agreement sets forth the responsibilities and procedures with respect to mail sorting services provided by United Mailing Services, Inc., hereinafter referred to as UMS.

1. UMS shall provide service for Marinette County hereinafter referred to as customer, located at 1926 Hall Ave. Marinette, WI 54143 on a mutually accepted schedule for daily or occasional mailings. UMS will comply with all Postal regulations related to the Postal discounts achieved, and will accept all mail meeting Postal regulations.

2. UMS shall barcode automation compatible mail, label, tray/sack and deliver mail to the nearest USPS-SCF (Sectional Center Facility), on the same day it is received.

3. The above services will be performed by your nearest UMS facility located in Green Bay

4. UMS shall provide an invoice reflecting total pieces submitted and any additional services rendered for that invoice period. All charges are due net TEN DAYS unless prior arrangements are made.

5. Customer will pay UMS to process mail, at the following rates:

<u>.035</u> Letter Pieces	Meter Letters	<u>.05/ Piece</u>
<u>Included</u> Reject Processing	Meter Flats	<u>.075 / Piece</u>
<u>.44</u> Flats	Parcel Processing	<u>.25 / Piece</u>
<u>.005</u> Move Comply Service	Departmentalization	<u>\$25.00</u>
<u>5.00</u> Transportation Fee	Monthly Invoice	

6. Customer Meter Rate: .408 AADC all letter mail. This includes one, two and three ounce.

7. Any additional postage required, to adhere to Postal regulations, will be affixed and paid for by UMS, then billed back to customer on next invoice.

8. UMS accepts responsibility for customers mail from pickup to delivery to USPS. In the event of loss due to our negligence, reasonable reconstruction charges will be met, the total of which shall not exceed \$1.00 per envelope. No other liability is implied or accepted.

9. If UMS is unable to provide this mail sorting service due to an act of God or any other reason whatsoever, customer will be notified immediately for proper action. UMS shall not be held responsible for postage discounts while unable to perform sorting functions.

10. This agreement shall remain in effect until December 31, 2019 The agreement will automatically renew at the end of date shown unless a SIXTY DAY advance notice is received. Customer further agrees not to employ another service bureau during this period, without prior approval by UMS.

11. Any future presort discounts will have to be re-negotiated between UMS and customer.

The aforementioned is our entire understanding and agreement.

Accepted for: Marinette County

UNITED MAILING SERVICES, INC.

Accepted by: _____

Date: 11.28.18

Signature: _____

Signature:

Contact: Kathy Brandt Phone: (715)732-7407

Start Date: 1/1/2019 Branch Phone: (920)-662-1316

RESOLUTION No. 505-18

FUNDING FOR NEXT GENERATION 911 UPGRADES

WHEREAS, modernizing Wisconsin’s 911 system has been a priority for local governments, Public Safety Answering Points (PSAPs), law enforcement, and the telecommunications industry since the early 2000s; and

WHEREAS, the 2017-19 state biennial budget provided funding for creation of a statewide emergency services IP network (ESInet), which is the first step in the transition to a digital Next Generation 911 (NG911) system; and

WHEREAS, a NG911 system utilizes advancements in technology to improve communication with 911 operators and provides greater efficiency in assisting individuals in crisis; and

WHEREAS, once the ESInet is operational, local 911 centers (PSAPs) will require NG911 capable equipment to connect to the digital system; and

WHEREAS, currently very few PSAPs have the equipment necessary to utilize the ESInet and transition from analog to digital systems; and

WHEREAS, the average cost for the necessary equipment upgrades will exceed \$250,000 per county in addition to ongoing maintenance costs; and

WHEREAS, while the state has provided grant funding for counties in the past to upgrade local PSAPs, state funding has not existed in over a decade; and

WHEREAS, the state currently has a fund—the Police and Fire Protection Fee—whose original intent was to fund county PSAP upgrades; and

WHEREAS, revenue from the Police and Fire Protection Fee is deposited in the state’s general fund and has never been utilized for its intended purpose.

NOW, THEREFORE, BE IT RESOLVED that Marinette County does hereby urge the Governor and Wisconsin State Legislature to allocate \$7 million annually for counties to upgrade local 911 centers to begin the NG911 transition; and

BE IT FURTHER RESOLVED that the \$7 million for county PSAP upgrades should be funded through the existing Police and Fire Protection Fee.

BE IT FURTHER RESOLVED; that the Marinette County Clerk is directed to forward a copy of this resolution to the Office of Governor Tony Evers, the Wisconsin Counties Association, and the state legislators that represent the citizens of Marinette County.

Approved this 13th day of November 2018 by a majority vote of a quorum of the Marinette County Board.

Mark Anderson, Chairperson

Kathy Brandt, County Clerk



MARINETTE COUNTY INFORMATION SERVICES

Summary Monthly Report December 2018

In addition to the daily operational and support tasks, the following activities are notable:

Updated: New Helpdesk tracking system installation – currently practicing with new system and developing workflow processes.

Updated: ArcServe evaluation – installed and currently being tested. No charge to county for evaluation. Also testing remote replication.

Updated: New primary county Wi-Fi transition process from old Wi-Fi is underway – about 90% completed. Still some stragglers coming in getting settings updated.

Updated: LEC UPS update.

Updated: Active Directory health check completed – working through identified issues, have completed about 50% of issues and recommended changes/updates.

Updated: Employee email security training – awaiting policy update – have sent out additional phishing tests with improved results.

Updated: Peshtigo Highway shop – new cabling scheduled for 12/19 – 12/21/18. Access points on site and to be installed same date, switching to be configured shortly thereafter.

No Change: Public Safety Software – initial server completed – software is installed.

No Change: Server upgrades – approximately 50 45 servers to upgrade to new operating system.

New: Court officer office technology updates – updates to computer and surveillance monitoring systems.

Completed: HOD printing (Child Support/HHSD) state completed setup on 11/7/18 – we now need to complete county configuration and install 8 printers.

New & Completed: Fiber asset location mapping (above and underground).

On Hold By State of Wisconsin: CCA Horizon Project – State of Wisconsin call center replacement (late 2018 – early 2019) depending on when the software is ready.

There was no staff training this month

Upcoming Projects of Significance

TCM web migration setup and startup (about 12 month project)

Syslog Server



MARINETTE COUNTY INFORMATION SERVICES

Upcoming Projects of Significance (cont'd)

Smartboard – ADRC

County Boardroom technology cleanup and refresh

CAT 6 cabling – Branch II



Equipment Lease Agreement

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Customer Information: Customer's Full Legal Name ("You" and "Your"): Marinette, County of		Supplier Information: Supplier Name ("Supplier"): Modern Business Machines	
Address: 1926 Hall Ave		Address: 620 N Lynndale Drive	
City/State/Zip Code: Marinette, WI 54143		City/State/Zip Code: Appleton, WI 54914	
Telephone Number: 715-732-7463	Federal Tax ID#: 30-6005718	County:	

Equipment Information: <input checked="" type="checkbox"/> See Attached Equipment Schedule		Equipment Location (if different than address shown above):	
Quantity	Equipment Make, Model & Serial Number	Quantity	Equipment Make, Model & Serial Number

Term And Payment Information: Initial Term: 24 months	Payment*: \$1,096.38	(*plus applicable taxes)
Payment Period is "Monthly" unless otherwise noted here: Security Deposit: \$		
Advance Payment: \$	applied to:	<input type="checkbox"/> 1st Payment <input type="checkbox"/> Last Payment <input type="checkbox"/> 1st and Last Payments
Purchase Option (shall be Fair Market Value unless another option is checked): <input checked="" type="checkbox"/> Fair Market Value <input type="checkbox"/> \$1.00 <input type="checkbox"/> Other: _____		

You acknowledge and agree that this agreement (as amended from time to time, the "Lease") represents the complete and exclusive agreement between You and Us regarding the subject matter herein and supersedes any other oral or written agreements between You and Us regarding such matters. This Lease can be changed only by a written agreement between You and Us. Other agreements not stated herein (including, without limitation, those contained in any purchase order or service agreement between You and the Supplier) are not part of this Lease. To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires financial institutions to obtain, verify and record information that identifies each person (individuals or businesses) who opens an account. What this means for You: When You open an account or add any additional service, We will ask You for Your name, address, federal employer identification number and other information that will allow Us to identify You. We may also ask to see other identifying documents.

1. LEASE OF EQUIPMENT. You agree to lease from Us the personal property listed above (together with all existing and future accessories, attachments, replacements and embedded software, the "Equipment") upon the terms stated herein. This Lease is binding on You as of the date You sign it. You agree that after You sign, We may insert or correct any information missing on this Lease, including Your proper legal name, serial numbers and any other information describing the Equipment, and change the Payment by up to 15% due to a change in the Equipment or its cost or a tax or payment adjustment.

2. TERM; AUTOMATIC RENEWAL. The term of this Lease will begin on the date that it is accepted by Us or any later date that We designate (the "Commencement Date") and will continue for the number of months shown above (the "Initial Term"). As used herein, "Term" means the term presently in effect at any time, whether it is the Initial Term or a Renewal Term (defined below). **Unless You have a \$1.00 Purchase Option, You shall notify Us in writing at least 30 days before the end of the Term (the "Notice Period") that You intend to purchase or return the Equipment at the end of such Term or: (a) this Lease will automatically renew for an additional one-month period (a "Renewal Term"), and (b) all terms of this Lease will continue to apply.** If You do notify Us in writing within the Notice Period that You intend to purchase or return the Equipment at the end of the Term, then You shall (i) purchase the Equipment by paying the purchase option amount (and all other amounts due hereunder) within 10 days after the end of the Term, or (ii) return the Equipment pursuant to Section 12. For any "Fair Market Value" Purchase Option, the fair market value shall be determined by Us in Our sole but commercially reasonable judgment. **This Lease is non-cancelable for the full Term.**

3. UNCONDITIONAL OBLIGATION. You agree that: (i) We are a separate and independent company from the Supplier, manufacturer and any other vendor (collectively, "Vendors"), and the Vendors are NOT Our agents; (ii) No representation or warranty by any Vendor is binding on Us, and no Vendor has authority to waive or alter any term of this Lease; (iii) You, not We, selected the Equipment and the Vendors based on Your own judgment; (iv) Your obligations hereunder are absolute and unconditional and are not subject to cancellation, reduction or setoff for any reason whatsoever; (v) If You are a party to any maintenance, supplies or other contract with any Vendor, We are NOT a party thereto, such contract is NOT part of this Lease (even though We may, as a convenience to You and a Vendor, bill and collect monies owed by You to such Vendor), and no breach by any Vendor will excuse You from performing Your obligations to Us hereunder; and (vi) If the Equipment is unsatisfactory or if any Vendor fails to provide any service or fulfill any other obligation to You, You shall not make any claim against Us and shall continue to fully perform under this Lease.

4. PAYMENTS. You agree to pay Us an interim rent charge as reasonably calculated by Us for the period from the date the Equipment is delivered to You until the Commencement Date. The payment for this interim period will be based on the Payment prorated on a 30-day calendar month and will be added to Your first invoice. Each Payment Period, You agree to pay Us, by the due date set forth on Our invoice to You (i) the Payment, and (ii) applicable taxes and other charges provided for herein. Restrictive endorsements on checks will not be binding on Us. All payments received will be applied to past due amounts and to the current amount due in such order as We determine. Any security deposit that You pay is non-interest bearing, may be commingled with Our funds, may be applied by Us at any time to cure any default by You, and the unused portion will be returned to You after You have satisfied all of Your obligations hereunder. If We do not receive a payment in full on or before its due date, You shall pay a fee equal to the greater of 10% of the amount that is late or \$29.00 (or the maximum amount permitted by applicable law if less). You shall pay Us a returned check or non-sufficient funds charge of \$20.00 for any returned or dishonored check or draft.

5. INDEMNIFICATION. You shall indemnify and hold Us harmless from and against, any and all claims, actions, damages, liabilities, losses and costs (including but not limited to reasonable attorneys' fees) made against Us, or suffered or incurred by Us, arising directly or indirectly out of, or otherwise relating to, the delivery, installation, possession, ownership, use, loss of use, defect in or malfunction of the Equipment. This obligation shall survive the termination of this Lease. We shall not be liable to You for any damages of any kind, including any liability for consequential damages, arising out of the use of or the inability to use the Equipment.

6. NO WARRANTIES. WE ARE LEASING THE EQUIPMENT TO YOU "AS IS". WE HAVE NOT MADE AND HEREBY DISCLAIM ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY APPLICABLE LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. The parties hereto agree that this Lease is, or shall be treated as, a "finance lease" under Article 2A of the Uniform Commercial Code (the "UCC"). You hereby waive any and all rights and remedies conferred upon You by Article 2A of the UCC. If this Lease is deemed to be a secured transaction, You hereby grant to Us a security interest in the Equipment and all proceeds thereof. You authorize Us to record UCC financing statements to protect Our interests in the Equipment. You may be entitled under Article 2A of the UCC to the promises and warranties (if any) provided to Us by the Supplier(s) in connection with or as part of the contract (if any) by which We acquire the Equipment, which warranty rights We assign to You for the Term (provided You are not in default). You acknowledge that You are aware of the name of the Supplier of each item of Equipment and You may contact the Supplier(s) for an accurate and complete statement of those promises and warranties (if any), including any disclaimers and limitations of them or of remedies.

7. DELIVERY; LOCATION; OWNERSHIP; USE AND MAINTENANCE. We are not responsible for delivery or installation of the Equipment. You are responsible for Equipment maintenance. You will not remove the Equipment from the Equipment Location unless You first get Our permission. You shall give Us reasonable access to the Equipment Location so that We may inspect the Equipment, and You agree to pay Our costs in connection therewith. We will own and have title to the Equipment (excluding

BY SIGNING BELOW, CUSTOMER ACKNOWLEDGES RECEIPT OF PAGE 2 OF THIS AGREEMENT AND AGREES TO THE TERMS ON BOTH PAGES 1 & 2

Customer: (identified above) Marinette, County of		Wells Fargo Financial Leasing, Inc. ("We," "Us," "Our" and "Lessor")	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
Agreement Number:			

any software) during the Lease. If the Equipment includes any software: (i) We don't own the software, (ii) You are responsible for entering into any necessary software license agreements with the owners or licensors of such software, (iii) You shall comply with the terms of all such agreements, if any, and (iv) any default by You under any such agreements shall also constitute a default by You under this Lease. You agree that the Equipment is and shall remain personal property and without Our prior written consent, You shall not permit it to become (i) attached to real property or (ii) subject to liens or encumbrances of any kind. You represent that the Equipment will be used solely for commercial purposes and not for personal, family or household purposes. You shall use the Equipment in accordance with all laws, operation manuals, service contracts (if any) and insurance requirements, and shall not make any permanent alterations to it. At Your own cost, You shall keep the Equipment in good working order and warrantable condition, ordinary wear and tear excepted ("Good Condition").

8. LOSS; DAMAGE; INSURANCE. You shall, at all times during this Lease, (i) bear the risk of loss and damage to the Equipment and shall continue performing all Your obligations to Us even if it becomes damaged or suffers a loss, (ii) keep the Equipment insured against all risks of damage and loss ("Property Insurance") in an amount equal to its replacement cost, with Us named as sole "loss payee" (with a lender's loss payable endorsement if required by Lessor or an Assignee), and (iii) carry public liability insurance covering bodily injury and property damage ("Liability Insurance") in an amount acceptable to Us, with Us named as an additional insured thereunder. You have the choice of satisfying these insurance requirements by providing Us with satisfactory evidence of Property and Liability Insurance ("Insurance Proof"), within 30 days of the Commencement Date. Such Insurance Proof must provide for at least 30 days prior written notice to Us before it may be cancelled or terminated and must contain other terms satisfactory to Us. If you do not provide Us with Insurance Proof within 30 days of the Commencement Date, or if such insurance terminates for any reason, then (a) You agree that We have the right, but not the obligation, to obtain such Property Insurance and/or Liability Insurance in such forms and amounts from an insurer of Our choosing in order to protect Our interests ("Other Insurance"), and (b) You agree that We may charge you a periodic charge for such Other Insurance. This periodic charge will include reimbursement for premiums advanced by Us to purchase Other Insurance, billing and tracking fees, charges for Our processing and related fees associated with the Other Insurance, and a finance charge of up to 18% per annum (or the maximum rate allowed by law if less) on any advances We make for premiums (collectively, the "Insurance Charge"). We and/or one or more of our affiliates and/or agents may receive a portion of the Insurance Charge, which may include a profit. We are not obligated to obtain, and may cancel, Other Insurance at any time without notice to You. Any Other Insurance need not name You as an insured or protect Your interests. The Insurance Charge may be higher than if You obtained Property and Liability Insurance on Your own.

9. ASSIGNMENT. You shall not sell, transfer, assign or otherwise encumber (collectively, "Transfer") this Lease, or Transfer or sublease any Equipment, in whole or in part, without Our prior written consent. We may, without notice to You, Transfer Our interests in the Equipment and/or this Lease, in whole or in part, to a third party (an "Assignee"), in which case the Assignee will, to the extent of such Transfer, have all of Our rights and benefits but will not have to perform Our obligations (if any). Any Transfer by Us will not relieve Us of Our obligations hereunder. You agree not to assert against the Assignee any claim, defense or offset You may have against Us.

10. TAXES AND OTHER FEES. You are responsible for all taxes (including, without limitation, sales, use and personal property taxes, excluding only taxes based on Our income), assessments, license and registration fees and other governmental charges relating to this Lease or the Equipment (collectively "Governmental Charges"). Sales or use taxes due upfront will be payable over the Initial Term, with a finance charge. You authorize Us to pay any Governmental Charges as they become due, and You agree to reimburse Us promptly upon demand for the full amount. You agree to pay Us a fee for Our administration of taxes related to the Equipment. You also agree to pay Us upon demand (i) for all costs of filing, amending and releasing UCC financing statements, and (ii) a documentation/processing fee in the amount set forth on Page 1 (or as otherwise agreed to). You also agree to pay Us a fee for additional services We may provide to You at Your request during this Lease. If You so request, and We permit the early termination of this Lease, You acknowledge that there may be a cost or charge to You for such privilege. In connection with the expiration or earlier termination of this Lease, You agree to pay Us any Governmental Charges accrued or assessed but not yet due and payable, or Our estimate of such amounts. You agree that the fees and other amounts payable under this Lease may include a profit to Us and/or the Supplier.

11. DEFAULT; REMEDIES. You will be in default hereunder if: (1) You fail to pay any amount due hereunder within 15 days of the due date; (2) You breach or attempt to breach any other term, representation or covenant herein or in any other agreement now existing or hereafter entered into with Us or any Assignee; (3) an event of default occurs under any obligation You may now or hereafter owe to any affiliate of Us or any Assignee; and/or (4) You and/or any guarantors or sureties of Your obligations hereunder (i) die, (ii) go out of business, (iii) commence dissolution proceedings, (iv) merge or consolidate into another entity, (v) sell all or substantially all of Your or their assets, or there is a change of control with respect to Your or their ownership, (vi) become insolvent, admit Your or their inability to pay Your or their debts, (vii) make an assignment for the benefit of Your or their creditors (or enter into a similar arrangement), (viii) file, or there is filed against You or them, a bankruptcy, reorganization or similar proceeding or a proceeding for the appointment of a receiver, trustee or liquidator, or (ix) suffer a material adverse change in Your or their financial condition. If You default, We may do any or all of the following: (A) cancel this Lease, (B) require You to promptly return the Equipment pursuant to Section 12, (C) take possession of and/or render the Equipment (including any software) unusable (and for such purposes You hereby authorize Us and Our designees to enter Your premises, with or without prior notice or other process of law), and sell, lease or otherwise dispose of the Equipment on such terms and in such manner as We may in Our sole discretion determine, (D) require You to pay to Us, on demand, liquidated damages in an amount equal to the sum of (i) all Payments and other amounts then due and past due, (ii) all remaining Payments for the remainder of the Term discounted at a rate of 6% per annum, (iii) the residual value of the Equipment estimated by Us at the inception of this Lease (as shown in Our books and records), discounted at a rate of 6% per annum, (iv) interest on the amounts specified in clauses "i", "ii" and "iii" above from the date of demand to the date paid at the rate of 1.5% per month (or the maximum amount permitted by law if less), and (v) all other amounts that may thereafter become due hereunder to the extent that We will be obligated to collect and pay such amounts to a third party (such amounts specified in sub-clauses "i" through "v" referred to below as the "Balance Due"), and/or (E) exercise any other remedy available to Us under law. You also agree to reimburse Us on demand for all reasonable expenses of enforcement (including, without limitation, reasonable attorneys' fees and other legal costs) and reasonable expenses of repossessing, holding, preparing for disposition, and disposition ("Remarketing") of the Equipment, plus interest at the rate in sub-clause (iv) on the foregoing amounts from the date of demand to the date paid. In the event We are successful in Remarketing the Equipment, We shall give You a credit against the Balance Due in an amount equal to the present value of the proceeds received and to be received from Remarketing minus the above-mentioned costs (the "Net Proceeds"). If the Net Proceeds are less than the Balance Due, You shall be liable for such deficiency. Any delay or failure to enforce Our rights hereunder shall not constitute a waiver thereof. The remedies set forth herein are cumulative and may be exercised concurrently or separately.

12. RETURN OF EQUIPMENT. If You are required to return the Equipment under this Lease, You shall, at Your expense, send the Equipment to any location(s) that We may designate and pay Us a handling fee of \$250.00. The Equipment must be properly packed for shipment, freight prepaid and fully insured, and must be received in Good Condition (defined in Section 7). All terms of this Lease, including Your obligation to make Payments and pay all other amounts due hereunder shall continue to apply until the Equipment is received by Us in accordance with the terms of this Lease. You are solely responsible for removing all data from any digital storage device, hard drive or other electronic medium prior to returning the Equipment or otherwise removing or allowing the removal of the Equipment from Your premises for any reason (and You are solely responsible for selecting an appropriate removal standard that meets Your business needs and complies with applicable laws). We shall not be liable for any losses, directly or indirectly arising out of, or by reason of the presence and/or use of any information, images or content retained by or resident in any Equipment returned to Us or repossessed by Us.

13. APPLICABLE LAW; VENUE; JURISDICTION; SEVERABILITY. This Lease shall be deemed fully executed and performed in the state of Iowa and shall be governed and construed in accordance with the laws of the state of Iowa. If Lessor or its Assignee shall bring any judicial proceeding in relation to any matter arising under this Lease, You hereby irrevocably agree that any such matter may be adjudged or determined in any court or courts in the state of Iowa or the state of Lessor's or its Assignee's principal place of business, or in any other court or courts having jurisdiction over You or Your assets, all at the sole election of Lessor or its Assignee. You hereby irrevocably submit generally and unconditionally to the jurisdiction of any such court so elected by Lessor or its Assignee in relation to such matters and irrevocably waive any defense of an inconvenient forum to the maintenance of any such action or proceeding. **YOU AND WE HEREBY WAIVE YOUR AND OUR RESPECTIVE RIGHTS TO A TRIAL BY JURY IN ANY LEGAL ACTION.** If any amount charged or collected under this Lease is greater than the amount allowed by law (an "Excess Amount"), then (i) any Excess Amount charged but not yet paid will be waived by Us and (ii) any Excess Amount collected will be refunded to You or applied to any other amount then due hereunder. Each provision hereof shall be interpreted to the maximum extent possible to be enforceable under applicable law. If any provision is construed to be unenforceable, such provision shall be ineffective only to the extent of such unenforceability without invalidating the remainder hereof.

14. DOLLAR PURCHASE. This Section only applies if You have a \$1.00 Purchase Option. At the end of the Initial Term, You shall purchase the Equipment "AS IS, WHERE IS" for one dollar (\$1.00); provided, however, We shall not be required to transfer Our interest in the Equipment to You until You have paid to Us all amounts then owing hereunder, if any. You agree that prior to entering into this Lease, You could have purchased the Equipment from the Supplier for a specific cash amount, but instead You hereby choose and agree to pay a higher amount (the "Time Price") to Us in installments over the Initial Term. The Time Price equals the Payment amount shown above multiplied by the total number of Payments to be paid over the Initial Term, plus \$1.00. You agree that the Time Price represents only a higher purchase price and does not include an interest component or finance charge. However, if the Time Price should be determined or adjudicated to include an interest component or finance charge, then you agree that (i) each Payment shall be deemed to include an amount of pre-computed interest, (ii) the total pre-computed interest scheduled to be paid over the Initial Term is to be calculated by subtracting the amount We pay the Supplier ("Our Investment") from the Time Price, (iii) the annual interest rate deemed applicable to this transaction is the rate that will amortize Our Investment down to \$1.00 by applying all periodic Payments as payments (and this rate calculation method assumes that each periodic Payment is received by Us on the due date), and (iv) none of the other fees or costs We may charge You pursuant to this Lease (including but not limited to UCC filing fees, late fees, documentation or processing fees) shall be considered interest or a finance charge.

15. MISCELLANEOUS. You shall furnish Us or an Assignee with current financial statements upon request by Us or an Assignee. You authorize Us or an Assignee to (a) obtain credit reports or make credit inquiries in connection with this Lease, and (b) provide Your credit application, information regarding Your Lease account to credit reporting agencies, potential Assignees, Vendors and parties having an economic interest in this Lease and/or the Equipment. This Lease may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute the same document; provided, however, only the counterpart which is marked "Original" and is in Our possession shall constitute chattel paper under the UCC. You acknowledge that You have received a copy of this Lease and agree that a facsimile or other copy containing Your faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Lease. You waive notice of receipt of a copy of this Lease with Our original signature. You hereby represent to Us that this Lease is legally binding and enforceable against You in accordance with its terms.



Non-Appropriation Addendum

Wells Fargo Financial Leasing, Inc. | 800 Walnut, 4th floor | Des Moines, Iowa 50309 | Phone: 800-247-5083

Title of lease, rental or other agreement: **Equipment Lease Agreement (the "Agreement")**

Lessee/Renter/Customer: **Marinette, County of ("Customer")**

This Addendum (this "Addendum") is entered into by and between Customer and Wells Fargo Financial Leasing, Inc. ("Company"). This Addendum shall be effective as of the effective date of the Agreement.

1. INCORPORATION AND EFFECT. This Addendum is hereby made a part of, and incorporated into, the Agreement as though fully set forth therein. As modified or supplemented by the terms set forth herein, the provisions of the Agreement shall remain in full force and effect, provided that, in the event of a conflict between any provision of this Addendum and any provision of the Agreement, the provision of this Addendum shall control.

2. GOVERNMENTAL PROVISIONS. Customer hereby represents, warrants and covenants to Company that: (a) Customer intends, subject only to the provisions of this Addendum, to remit to Company all sums due and to become due under the Agreement for the full term; (b) Customer's governing body has appropriated sufficient funds to pay all payments and other amounts due during Customer's current fiscal period; (c) Customer reasonably believes that legally available funds in an amount sufficient to make all payments for the full term of the Agreement can be obtained; and (d) Customer intends to do all things lawfully within its power to obtain and maintain funds from which payments due under the Agreement may be made, including making provision for such payments to the extent necessary in each budget or appropriation request submitted and adopted in accordance with applicable law. If Customer's governing body fails to appropriate sufficient funds to pay all payments and other amounts due and to become due under the Agreement in Customer's next fiscal period ("Non-Appropriation"), then (i) Customer shall promptly notify Company of such Non-Appropriation, (ii) the Agreement will terminate as of the last day of the fiscal period for which appropriations were received, and (iii) Customer shall return the Equipment to Company pursuant to the terms of the Agreement. Customer's obligations under the Agreement shall constitute a current expense and shall not in any way be construed to be a debt in contravention of any applicable constitutional or statutory limitations or requirements concerning Customer's creation of indebtedness, nor shall anything contained herein constitute a pledge of Customer's general tax revenues, funds or monies. Customer further represents, warrants and covenants to Company that: (a) Customer has the power and authority under applicable law to enter into the Agreement and this Addendum and the transactions contemplated hereby and thereby and to perform all of its obligations hereunder and thereunder; (b) Customer has duly authorized the execution and delivery of the Agreement and this Addendum by appropriate official action of its governing body and has obtained such other authorizations, consents and/or approvals as are necessary to consummate the Agreement and this Addendum, (c) all legal and other requirements have been met, and procedures have occurred, to render the Agreement and this Addendum enforceable against Customer in accordance with their respective terms, and (d) Customer has complied with all public bidding requirements applicable to the Agreement and this Addendum and the transactions contemplated hereby and thereby.

3. INDEMNIFICATION. To the extent Customer is or may be obligated to indemnify, defend or hold Company harmless under the terms of the Agreement, any such indemnification obligation shall arise only to the extent permitted by applicable law and shall be limited solely to sums lawfully appropriated for such purpose in accordance with Section 2 above.

4. REMEDIES. To the extent Company's remedies for a Customer default under the Agreement include any right to accelerate amounts to become due under the Agreement, such acceleration shall be limited to amounts to become due during Customer's then current fiscal period.

5. GOVERNING LAW. Notwithstanding anything in the Agreement to the contrary, the Agreement and this Addendum shall be governed by, construed and enforced in accordance with the laws of the state in which Customer is located.

6. MISCELLANEOUS. This Addendum, together with the provisions of the Agreement not expressly inconsistent herewith, constitutes the entire agreement between the parties with respect to the matters addressed herein, and shall supersede all prior oral or written negotiations, understandings and commitments regarding such matters. This Addendum may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to constitute one and the same agreement. Customer acknowledges having received a copy of this Addendum and agrees that a facsimile or other copy containing Customer's faxed, copied or electronically transmitted signature may be treated as an original and will be admissible as evidence of this Addendum.

Customer (identified above): Marinette, County of		Wells Fargo Financial Leasing, Inc.	
By:	Date: ____ / ____ / ____	By:	Date: ____ / ____ / ____
Print name:	Title:	Print name:	Title:
		Agreement Number:	
		Master Agreement Number (if applicable):	



A Xerox Company

Marinette County

Prepared By: Brian Baumann

Friday, December 7, 2018

Confidential Quote good for 30 days

Service & Supplies Program

Monthly Service & Supply Base Billing \$0.00

Xerox AltaLink C8055H2	
	0.0098 Per Black Image - <i>4,000 Monthly Minimum Images</i>
	0.0690 Per Color Image

- Includes parts, labor, service calls, image drums and toner based on specific toner yield. **(Excludes paper and staples)**
- In all cases, the manufacturer's specified warranty or yield should be used to determine the cost to make an image.
- With all of our machine placements, we install a meter capture software to provide us with meter readings from your LAN connected devices.
- Quote does not include applicable taxes.
- All images billed in arrears on monthly basis.

Thank you for this opportunity. If you have any questions, please contact me at BrianB@mbm360.com or (920) 997-3394.

Customer Signature: _____ **Date:** _____

Printed Name: _____

Note: This order is given by the buyer subject to credit approval and all of the terms and conditions of the sale on the following pages, which conditions are expressly agreed to and are incorporated herein, and is subject to acceptance by Modern Business Machines.

WISCONSIN SALES AND USE TAX EXEMPTION CERTIFICATE

Check One **Single Purchase**

Single Purchase

Continuous

Purchaser's Business Name Marinette, County of	Purchaser's Address 1926 Hall Ave, Marinette, WI 54143
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The above purchaser, whose signature appears on the reverse side of this form, claims exemption from Wisconsin state, county, baseball or football stadium, local exposition, and premier resort sales or use tax on the purchase, lease, license, or rental of tangible personal property, property under s.77.52(1)(b), items under s.77.52(1)(c), goods under s.77.52(1)(d), or taxable services, as indicated by the box(es) checked below.

I hereby certify that I am engaged in the business of selling, leasing, licensing, or renting: _____

(Description of property, items, goods, or services sold by purchaser.)

General description of property or services purchased (itemize property, items, or goods purchased if "single purchase"):

Seller's Name Wells Fargo Financial Leasing, Inc.	Seller's Address 800 Walnut Street, Des Moines, IA 50309
--	---

PROPOSED EXEMPT USE

Resale (Enter purchaser's seller's permit or use tax certificate number) _____

Manufacturing

- Tangible personal property (TPP) or item under s.77.52(1)(b) that is used exclusively and directly by a manufacturer in manufacturing an article of TPP or items or property under s.77.52(1)(b) or (c) that is destined for sale and that becomes an ingredient or component part of the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale or is consumed or destroyed or loses its identity in manufacturing the article of TPP or items or property under s.77.52(1)(b) or (c) destined for sale.
- Machines and specific processing equipment and repair parts or replacements thereof, exclusively and directly used by a manufacturer in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) and safety attachments for those machines and equipment.
- The repair, service, alteration, fitting, cleaning, painting, coating, towing, installation, and maintenance of machines and specific processing equipment, that the above purchaser would be authorized to purchase without sales or use tax, at the time the service is performed thereon. Tools used to repair exempt machines are not exempt.
- Fuel and electricity consumed in manufacturing tangible personal property or items or property under s.77.52(1)(b) or (c) in this state.
 Percent of fuel exempt: _____ % Percent of electricity exempt: _____ %
- Portion of the amount of fuel converted to steam for purposes of resale. (Percent of fuel exempt _____ %)

Farming

(To qualify for this exemption, the purchaser must use item(s) exclusively and directly in the business of farming, including dairy farming, agriculture, horticulture, floriculture, silviculture, or custom farming services.)

- Tractors (except lawn and garden tractors), all-terrain vehicles (ATV) and farm machines, including accessories, attachments, and parts, lubricants, nonpowered equipment, and other tangible personal property or items or property under s.77.52(1)(b) or (c) that are used exclusively and directly, or are consumed or lose their identities in the business of farming.
- Feed, seeds for planting, plants, fertilizer, soil conditioners, sprays, pesticides, and fungicides.
- Baling twine and baling wire.
- Breeding and other livestock, poultry, and farm work stock.
- Containers for fruits, vegetables, grain, hay, and silage (including containers used to transfer merchandise to customers), and plastic bags, sleeves, and sheeting used to store or cover hay and silage.
- Animal waste containers or component parts thereof (may only mark certificate as "Single Purchase").
- Animal bedding, medicine for farm livestock, and milk house supplies.

Federal and Wisconsin Governmental Units

Enter CES No., if applicable

- The United States and its unincorporated agencies and instrumentalities and any incorporated agency or instrumentality of the United States wholly owned by the United States or by a corporation wholly owned by the United States.
- Any federally recognized American Indian tribe or band in this state.
- State of Wisconsin or any agency thereof; Local Exposition District, Professional Baseball Park District, or Professional Football Stadium District.
- Wisconsin county, city, village, or town, including public inland lake protection and rehabilitation district, municipal public housing authorities, uptown business improvement districts, local cultural arts district, the Wisconsin Aerospace Authority, the Health Insurance Risk-Sharing Plan Authority, the Wisconsin Quality Home Care Authority, the Fox River Navigational System Authority, and any Regional Transit Authority in Wisconsin.
- Wisconsin public schools, school districts, universities, and technical college districts.
- County-city hospitals or UW Hospitals and Clinics Authority.
- Sewerage commission, metropolitan sewerage district, or a joint local water authority.

Other

- Containers and other packaging, packing, and shipping materials, used to transfer merchandise to customers of the purchaser.
- Trailers and accessories, attachments, parts, supplies, materials, and service for motor trucks, tractors, and trailers which are used exclusively in common or contract carriage under LC or IC No. (if applicable) _____.
- Items or services purchased directly by and used by religious, charitable, educational, scientific, or other organizations holding a Wisconsin Certificate of Exempt Status. CES No. _____.
- Tangible personal property and items, property and goods under s.77.52(1)(b), (c), and (d) to be resold by _____ on my behalf where _____ is registered to collect and remit sales tax to the Department of Revenue on such sales.
- Tangible personal property, property, items and goods under s.77.52(1)(b), (c), and (d), or services purchased by a Native American with enrollment # _____, who is enrolled with and resides on the _____ Reservation, where buyer will take possession of such property, items, goods, or services.
- Tangible personal property and items and property under s.77.52(1)(b) and (c) becoming a component of an industrial or municipal waste treatment facility, including replacement parts, chemicals, and supplies used or consumed in operating the facility.
- Portion of the amount of electricity or natural gas used or consumed in an industrial waste treatment facility. (Percent of electricity or natural gas exempt _____ %)
- Electricity, natural gas, fuel oil, propane, coal, steam, corn, and wood (including wood pellets which are 100% wood) used for fuel for **residential** or **farm** use.

	% of Electricity Exempt	% of Natural Gas Exempt	% of Fuel Exempt
<input type="checkbox"/> Residential	_____ %	_____ %	_____ %
<input type="checkbox"/> Farm	_____ %	_____ %	_____ %

Address Delivered: _____

- Percent of printed advertising material solely for out-of-state use. _____ %
- Catalogs, and the envelopes in which the catalogs are mailed, that are designed to advertise and promote the sale of merchandise or to advertise the services of individual business firms.
- Other purchases exempted by law. (State items and exemption). _____

I hereby certify that if the item(s) being purchased are not used in an exempt manner, I will remit use tax on the purchase price at the time of first taxable use. I understand that failure to remit the use tax may result in a future liability that may include tax, interest, and penalty.

Signature of Purchaser	Print or Type Name	Title	Date
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(DETACH AND PRESENT TO SELLER)

MARINETTE CITY NETWORK SERVICE CONTRACT
2019 RENEWAL

The Marinette City Network Service Contract (“Contract”) (attached hereto as Exhibit “A” and incorporated herein verbatim by reference), having been entered into previously on the 30th day of June 2016 between the City of Marinette, Wisconsin (“City”), a Municipal Corporation, located at 1905 Hall Avenue, Marinette, Wisconsin 54143 and Marinette County (“County”), Wisconsin, located at 1926 Hall Avenue, Marinette, Wisconsin 54143, for good and valuable consideration, the parties agree as follows:

To exercise the second of the three (3) year renewable options stated in the attached original Contract, and to renew said Contract from January 1, 2019 until December 31, 2019, under the same terms and conditions with an hourly rate change of \$50 per hour for Network Technician/Support Specialist and \$60 per hour for Network Administrative Support services including emergency services.

Dated _____

City of Marinette, WI

Steve Genisot, Mayor

Attest:

Lana Bero, City Clerk

Dated _____

Marinette County

Kathy Brandt, County Clerk

**MARINETTE CITY NETWORK SERVICE CONTRACT 2018
RENEWAL**

The Marinette City Network Service Contract ("Contract") (attached hereto as Exhibit "A" and incorporated herein verbatim by reference), having been entered into previously on the 30th day of June 2016 between the City of Marinette, Wisconsin ("City"), a municipal corporation, located at 1905 Hall Avenue Marinette, Wisconsin 54143 and Marinette County ("County"), Wisconsin, located at 1926 Hall Avenue, Marinette, Wisconsin 54143, for good and valuable consideration, the parties agree as follows:

To exercise the first of the three (3) year renewable options stated in the attached original Contract, and to renew said Contract from January 1, 2018 until December 31, 2018, under the same terms and conditions and hourly rate as the 2017 Marinette City Network Service Contract.

Dated: 12/7/17

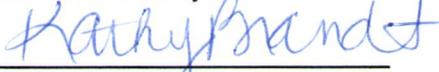
City of Marinette, WI



Steve Genisot
Mayor

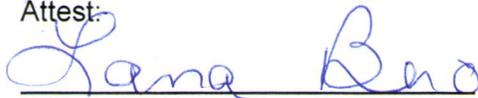
Dated: 01/31/2018

Marinette County



Kathy Brandt
Marinette County Clerk

Attest:



Lana Bero
City Clerk

ORIGINAL

MARINETTE CITY NETWORK SERVICE CONTRACT

This Marinette City Network Service Contract ("Contract") is entered into this 30TH day of JUNE 2016 between the City of Marinette, Wisconsin ("City"), a municipal corporation, located at 1905 Hall Avenue Marinette, Wisconsin 54143 and Marinette County ("County"), Wisconsin, located at 1926 Hall Avenue, Marinette, Wisconsin 54143. For good and valuable consideration, the parties agree as follows:

This service contract covers a period of one and a half (1.5) years from July 1, 2016 to December 31, 2017, with 3 one-year renewal options. Service is provided at the City's site(s) for the period of this contract. This contract provides for continued and as needed service for one and one-half years. This includes a flat rate of \$35 per hour for Network Technician/Support Specialist and \$45 per hour for Network Administrative Support services including emergency services. Either party may terminate this service contract upon ninety (90) days prior written notice. If the City elects to exercise a renewable option for the years 2018, 2019 and/or 2020, it shall provide notice of its intent to do so by mailing and postmarking such written notice to Marinette County by October 1, of the year preceding the year for which the City wishes to renew said contract. Services rates for 2018, 2019 and 2020 shall be negotiated between the City of Marinette and Marinette County.

Service

Standard service includes but not limited to;

- Network and systems support and general administration
- Inspection and maintenance of server(s), workstations, mobile and portable computer systems via automated system monitoring tools.
- Daily/Weekly backup of servers and annual reliability testing
- Optimizing server(s) and workstations for performance as necessary
- Basic system feature/function training
- Software installations including updates/upgrades with assistance from software vendor as needed
- Network consulting and design/upgrade recommendations
- Maintain Licenses log and provide City of Marinette with a hard copy
- All hardware and software purchases must be equal to or less than State of WI bid price
- Maintain current network documentation and revise as necessary to accurately depict the City of Marinette network infrastructure.
- Maintain an equipment replacement plan and long range plan for all IT hardware needs
- Maintain a log of all on site work
- All existing City IT policies become a part of this contract. Any new or revised City IT policies shall be approved by the City of Marinette and Marinette County prior to being included in this contract.
- All purchases will be made with City approval and be tax-exempt
- Maintain an inventory of software programs and the locations
- Maintain a Help Desk or similar application for recording service requests
- Maintain wireless connectivity within the Cities Wide Area Network (WAN)
- After hours support for emergency critical issues that would severely impact the operations or ability of the City of Marinette to service its' citizens and visitors.

- Attendance at monthly Technology Committee meetings as required

The City acknowledges that time is needed to complete the planning and documentation items. The City directs that network services provided by Marinette County on or after July 1, 2016 conforms to all applicable parts of this contract. The City agrees that historical items will be completed as time and funding permit.

Service contract covers labor and telephone support for the City of Marinette at address(s) listed at the bottom of this contract. Telephone support is considered billable service.

Use of Time

Time billed for work performed under this service contract is \$35 per hour for Network Technician/Support Specialist and \$45 per hour for Network Administrative Support services. Normal hours are from 7:30 a.m. to 4:30 p.m. Monday thru Friday. Time billed for work performed outside normal hours shall also be \$35/\$45 per hour according to service provided. All billing will be in 15 minute increments. Preapproval by the City of Marinette for outside vendor support is required,

Items not Covered

This service contract does not cover the cost for parts or consumables. There will be no charge for parts covered under the manufactures warranty. Shipping charges will be billable to the City of Marinette for parts returned to the manufacturer under warranty. If parts or consumables are purchased to correct the customer's problem, they should be billed to the City of Marinette.

Assignment:

This Agreement may not be assigned without the prior written consent of the City.

Response Time for Network Service

During business hours, high priority issues shall receive a response resulting in remote assistance or dispatch of onsite personnel within two hours of the request for assistance and will respond to all other on-site requests within 24 hours of normal business hours from the time of the call.

Calls for service during normal business hours (7:30 a.m. – 5:00 p.m. Monday – Friday, exclusive of holidays) shall go to the Marinette County Helpdesk at (715) 732-7480. After hours emergency calls shall utilize the then current on-call list which will be provided to the City of Marinette on an annual basis and updated as necessary.

Liabilities

Marinette County cannot be held responsible for loss or damage of data due to user error or equipment failure that is not caused by a Marinette County technician or representative.

Marinette County cannot be held responsible for electronic errors with paging systems or telephone companies, as they interact with the cities software or computer system.

Marinette County will provide a normal business phone number to call and an after-hours number to call for support assistance.

ADDITIONAL PROVISIONS

Marinette County shall meet with the City of Marinette IT Committee at least six (6) times during each year of this contract.

At these meetings, Marinette County shall recommend training needs as well as necessary program updates. Marinette County shall also recommend necessary equipment needs and software upgrades.

Marinette County shall also oversee any long range IT plans for the City of Marinette.

Software

As with any quality program there comes a need for efficiency. It is in the best interest of the customer to have the ability to have problems solved as soon as possible. Marinette County will use Remote Desktop or GoToAssist for remote computer assistance. This will allow Marinette County the ability to access your network provides quicker response.

Termination

Either party may terminate this service contract upon ninety (90) days prior written notice.

Notices

In the event that either party is required to notify the other pursuant to this Agreement, the notice shall be by personal service or by certified mail, return receipt requested to:

To the City:
City Clerk
1905 Hall Avenue
Marinette, WI 54143

To the County:
Kevin Solway
Marinette County Information Services
1926 Hall Avenue
Marinette, WI 54143

Confidentiality

Any and all work performed by officers, agents or employees of Marinette County may possibly lead to said officers, agents or employees observing confidential information. The parties agree that no officer, agent or employee of Marinette County will disclose any confidential information that they may happen to acquire as a result of working on the City's computer network. The parties further agree that officers, agents or employees of Marinette County who perform services on the City of Marinette network shall have passed a Marinette County background check when required.

Insurance:

Marinette County, as a condition of the contract, as Contractor, shall be required to provide proof that they are fully insured, including General Liability Insurance (Contractual, Bodily Injury and Property Damage) to protect the City from claims, demands, causes of action, suits for injury, lost or destroyed records, arising from any act or omission of the Contractor, its agents and employees, at a minimum of \$1 million per occurrence / \$2,000,000.00 aggregate; Worker's Compensation at state-mandated

statutory minimums; Vehicle Liability Insurance (Bodily Injury and Property Damage) at a minimum of \$1 million per occurrence / \$2,000,000.00 combined coverage. All of said insurance policies shall specifically name the City of Marinette as an additional insured for the term of the Contractor's Agreement. The insurance must be in force at time of contract execution. Contractor shall provide the City with certificates of coverage consistent with the requirements specified above. Contractor shall have the City named as an additional insured on a Certificate of Insurance and provide proof of this coverage to the City, and shall further provide to City endorsements for additional insured, primary insurance, waiver of subrogation and notice of cancellation.

Material Purchases:

Any required materials for work under this Agreement will be purchased through City accounts. Marinette County must receive prior approval by the Finance Director before proceeding with any purchase.

Independent Contractors:

Marinette County agrees that they are acting as an independent contractor and that nothing in this Agreement is intended to create, nor shall anything be construed or interpreted as creating a partnership, joint venture, or any such mutual relationship between the parties. Each party shall be responsible for its own separate debts, obligations and other liabilities. Likewise, anyone employed by Marinette County shall not be considered employees of the City; County employees are ineligible for any type of worker's compensation from the City.

Addresses Covered Under Contract

- 1905 Hall Avenue – City Hall
- 2420 Mary Street – City Cemetery
- 1450 Main Street – Fire Station
- 2411 Cleveland Avenue – City Garage
- 2000 Alice Lane – Civic Center
- 1601 Ely Street – Old City Garage
- 1603 Ely Street – Wastewater Utility
- 501 Water Street – Water Utility
- 1603 Ludington Street – Senior Center
- 1680 Bridge Street – Welcome Center

Dated: 6-30-16

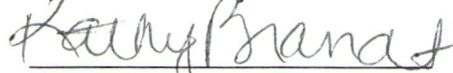
City of Marinette, WI



Steve Genisot
Mayor

Dated: 06-29-2016

Marinette County



Kathy Brandt
Marinette County Clerk

Attest:



James M. Anderson
City Clerk



PARTICIPATING MEMBER AGREEMENT

AGREEMENT, made this 15th day of November, 2018 by and between **DIGGERS HOTLINE, INC.** hereinafter referred to as Diggers; and Marinette County, a Wisconsin county, hereinafter referred to as Member;

WITNESSETH

Wisconsin State Statute requires that anyone who intends to excavate provide at least three working days (except in an emergency) notice of such intent to all owners of underground facilities in or near the area of the excavation and...

WHEREAS, Diggers is a non-profit corporation which provides a "one call center" to receive information from excavators and the general public, regarding their intent to excavate or work near underground or overhead facilities as required by Wisconsin Statute Section 182.0175 and,

WHEREAS, Member is a party who owns, maintains, operates, or controls transmission facilities as defined by Wisconsin Statute Section 182.0175(1)(c) and desires to receive such information from Diggers:

NOW, THEREFORE, for good and sufficient consideration and the terms, provisions, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Diggers agrees that Member shall be accepted as a participating member under the Bylaws of Diggers.
2. Member accepts and agrees to be bound by the terms and conditions of the Bylaws of Diggers.
3. Member designates Diggers as its representative for receipt of information from excavators and the general public regarding their intent to excavate or work near underground or overhead transmission facilities.
4. Member shall supply to Diggers the necessary and pertinent information to identify the boundaries wherein Member owns, maintains, operates or controls transmission facilities within the State of Wisconsin.
5. Diggers shall contact Member upon receipt of information from contractors, excavators, and the general public regarding their interest to excavate or work within the boundaries wherein Member owns, maintains, operates or controls transmission facilities.
6. Upon contact from Diggers, Member shall mark its transmission facility or facilities as required by Wisconsin Statute Section 182.0175, either by using its own personnel, or by engaging an independent contractor to do so. Diggers shall have no involvement in the actual marking of Member transmission facilities. Member further agrees to indemnify and hold Diggers harmless with respect to any failure by Member or its designated independent contractor to properly locate and mark any of Member's transmission facilities. Said obligation of Member to indemnify and hold Diggers harmless shall include all costs and reasonable attorneys fees incurred by Diggers in defending such action.
7. Member agrees to pay the membership fees, which shall be determined in accordance with the schedule of rates established by Diggers, which fees may be adjusted in accordance with any revisions in the schedule of rates made by Diggers, generally once every calendar year, but which adjustment may be more frequent.
8. Member agrees to provide the telecommunications facilities required for message receiving equipment, as specified by Diggers.
9. Member agrees that it will provide a telephone number or numbers at which to receive messages during any period in which its automatic message receiving equipment is inoperable or unattended, and further releases and agrees to indemnify Diggers for any and all claims and liability resulting from Members non-receipt of messages from Diggers.

10. Member shall secure and maintain in force during the term of this Membership Agreement, a comprehensive general liability insurance policy, including contractual liability insurance, with minimum limits of \$1,000,000 each occurrence for the injury or death of any person or persons resulting from the same occurrence, and property damage insurance in the amount of \$1,000,000 each occurrence. Such insurance policy shall be in the form and with such companies as may be acceptable to Diggers. A certificate evidencing such insurance policy shall be filed with Diggers within fifteen (15) days from the date hereof. Such certificate shall provide evidence that the policies of such insurance have been endorsed so as to provide twenty (20) days notice of cancellation or change thereof to Diggers at its corporate address.

or

shall provide evidence of self insurance acceptable to Diggers.

11. Member agrees to accept messages from Diggers, that it will conform to and abide by the policies, procedures, and responsibilities set forth in the Diggers Field Manual; and further agrees to take appropriate action to protect the facilities it owns, maintains, operates or controls and only those facilities it owns, maintains, operates or controls.

12. Any written notice directed to Member shall be addressed as follows:

Name and/or Title: Kevin Solway
Member Name: Marinette County
Address: 1926 Hall Avenue
City, State, Zip: Marinette, WI 54143

13. This agreement shall be governed in all parts by the laws of the State of Wisconsin.

14. If any portion of this agreement shall be held to violate any law, regulation, or ordinance of the United States, or any state or municipality, or any other governmental unit having jurisdiction with respect thereto, such provision shall be deemed to be of no force and effect, and the balance of this agreement shall be enforced as if such provision had not been included herein.

15. Failure of any party to enforce any of the terms and conditions of this agreement shall not constitute a waiver of the right, subsequently to enforce such provision.

16. This agreement shall become effective as of the date first written and shall remain in full force and effect until terminated by either party by giving thirty (30) days notice in writing to the other party. Such notice shall be sent by certified mail, return receipt requested, postage prepaid, to the representative address of a party hereto.

17. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and will be sent by certified mail, return receipt requested, postage prepaid, to the representative addresses of the parties hereto, or as otherwise designated from time to time by the parties hereto.

IN WITNESS WHEREOF, Diggers and Member have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

MEMBER: Marinette County

BY: _____

TITLE: _____

ADDRESS: **1926 Hall Avenue
Marinette, WI 54143**

DIGGERS HOTLINE, INC.

BY: _____

TITLE: **President**

BY: _____

TITLE: **Secretary**

ADDRESS: **14100 W. NATIONAL AVENUE
NEW BERLIN, WI 53151-4529**



INDEPENDENT CONTRACTOR/MEMBER AGREEMENT

AGREEMENT made this 29th day of November, 2018 by and between Marinette County, of Marinette, Wisconsin, hereinafter referred to as Member and, Damage Prevention Services, LLC, a Wisconsin company of Green Bay, Wisconsin, hereinafter referred to as Independent Contractor, and DIGGERS HOTLINE, INC., a Wisconsin corporation, of Milwaukee, Wisconsin, hereinafter referred to as Diggers,

WITNESSETH

Diggers is a non-profit corporation which provides a "one-call center" to receive information from excavators and the general public regarding their intent to excavate or work near underground or overhead facilities (as defined by Wisconsin Statute Section 182.0175(c) and,

Whereas, Member is a member of Diggers for the purpose of receiving said information from Diggers and,

Whereas, Member desires to receive said information through Independent Contractor and,

Whereas, Independent Contractor is willing to act for Member to receive said information and,

Whereas, the parties hereto agree that Independent Contractor has been selected by Member, and all arrangements for providing the service required by Member and the compensation for services by Independent Contractor, will be made directly between the Independent Contractor and Member.

NOW, THEREFORE, for good and sufficient consideration and the terms, provisions, and conditions hereinafter set forth, the parties hereto agree as follows:

1. Independent Contractor and Member agree that this contract will be and is supplemental to, and dependent on, the Membership Agreement between Diggers and Member which is dated November 15, 2018; and that, to the extent applicable, Independent Contractor will be bound by the provisions thereof, including all rules and regulations which bind Member, including those rules and regulations that may be promulgated subsequent hereto.
2. Diggers agrees to communicate all information intended for Member to Independent Contractor until further written instructions from Member to the contrary, and Member does hereby authorize and direct Diggers to so communicate such information.
3. Member agrees that it will pay any additional communication costs incurred by Diggers in delivering messages to Independent Contractor.
4. Independent Contractor agrees that it will provide the telecommunications facilities and space required for message receiving equipment as specified by Diggers.
5. Independent Contractor agrees that it will provide a telephone number or numbers at which to receive messages during any period in which its message receiving equipment is inoperable or unattended, and further releases and agrees to indemnify Diggers for any and all claims and liability resulting from Independent Contractor's non-receipt of messages from Diggers. Independent Contractor and Member agree to indemnify and hold Diggers harmless with respect to any failure by Member or its designated Independent Contractor to locate and mark any of the Member's transmission facilities [as defined by Wisconsin Statute Section 182.0175(c)] after being contacted by Diggers as required herein. Said obligation of Member and Independent Contractor shall include all costs and reasonable attorneys fees incurred by Diggers in defending such action.
6. Independent Contractor agrees that it will not use the information received from Diggers for any purpose or in any manner other than if Member received that same information in its own office.

7. Any written notice directed to Independent Contractor shall be addressed as follows:

- * Rob Gregorich
- * Damage Prevention Services, LLC
- * 1523 Belle Hollow Lane
- * Green Bay, WI 54313

8. This agreement shall become effective as of the date first above written, and shall remain in full force and effect until terminated by either party by giving 30 days notice in writing to the other party.

9. Member agrees to hold Diggers harmless for all information directed by Diggers to Independent Contractor in accordance with the agreement between Diggers and Member. Member shall be responsible for the use of all such information communicated by Diggers to Independent Contractor on behalf of Member.

10. Nothing in this agreement is intended by the parties hereto to constitute Independent Contractor an agent, legal representative, addressee of Diggers; and specifically, any notice to Independent Contractor shall be at the location designated at paragraph seven hereof, or as otherwise designated from time to time by the parties hereto.

11. This agreement shall be governed in all parts by the laws of the State of Wisconsin.

12. This agreement, being intended to secure the services of Independent Contractor for Member subject to the arrangements of Member with Diggers, shall not be assigned, delegated, or transferred without written consent of Diggers and Member.

13. Any notice required to be given pursuant to the terms and provisions hereof shall be in writing, and will be sent by certified mail, return receipt requested, and postage prepaid, to the representative addresses of the parties hereto, and specifically, any notice to Independent Contractor shall be at the location designated at paragraph seven hereof, or as otherwise designated from time to time by the parties hereof.

14. If all or any portion of this agreement shall be held to violate any law, regulation, or ordinance of the United States, or any state or municipality, or any other governmental unit having jurisdiction with respect thereto, such provision shall be deemed to be of no force and effect, and the balance of this agreement shall be enforced as if such provision had not been included herein.

15. Failure of any party to enforce any of the terms and conditions of this agreement shall not constitute a waiver of the right, subsequently to enforce such provision.

16. This agreement constitutes the entire agreement of the parties hereto, and no modification or termination of this agreement shall be binding unless executed in writing by all the parties hereto, except that Member and Independent Contractor do acknowledge that they have, or will have, a contractual arrangement to implement this agreement and which is independent of this agreement.

IN WITNESS WHEREOF: Diggers Hotline, Inc., Member and Independent Contractor have caused this agreement to be executed by their duly authorized officers as of the day and year first above written.

MEMBER: **Marinette County**

INDEPENDENT CONTRACTOR: **Damage Prevention Services**

BY: _____

BY: _____

TITLE: _____

TITLE: _____

ADDRESS: **1926 Hall Avenue
Marinette, WI 54143**

ADDRESS: **1523 Belle Hollow Lane
Green Bay, WI 54313**

DIGGERS HOTLINE, INC.:

BY: _____

TITLE: Vice President, Operations

ADDRESS: **14100 W. NATIONAL AVENUE
NEW BERLIN, WI 53151-4529**



**BYLAWS
OF
DIGGERS HOTLINE, INC.**

BYLAW I. MEMBERS

Section 1. *Qualifications.* DIGGERS HOTLINE, INC. shall have two (2) classes of Members, unlimited in number, as follows:

- (a) Persons (including corporations and governmental units) which own and/or operate aboveground or underground transmission facilities may be admitted to Participating Membership in DIGGERS HOTLINE, INC., upon execution of a membership agreement.
- (b) Persons (including corporations) which neither own nor operate aboveground or underground facilities but which, by virtue of their business or professional activities, support the practices of DIGGERS HOTLINE, INC. may be admitted to Sustaining Membership in the Corporation upon execution of a membership agreement.

Section 2. *Voting.* Each Participating Member shall be entitled to one (1) vote for each 1,000 (or less) excavation messages which that Member received from DIGGERS HOTLINE in the previous fiscal year, on each matter submitted to a vote at a meeting of Members. A Participating Member may vote in person, or by authorizing an agent or employee to vote in person or by proxy.

Section 3. *Suspension and Reinstatement.* Any Member in default of payment of fees due and owing to DIGGERS HOTLINE, INC., for sixty (60) days shall be provided with notice of possible termination of membership, and if, after notice, such default is not cured before the default reaches ninety (90) days, the membership of such Member shall automatically terminate. Such Member may be reinstated upon payment of the past due amount and any other fees associated with reinstatement.

Section 4. *Termination.* Any Member may be removed from Membership by the Board of Directors for conduct deemed prejudicial to DIGGERS HOTLINE, INC. provided that such Member shall have first been served with written notice of the charges against it and shall have been given an opportunity to be heard.

Section 5. *Resignation.* Any Member may resign its Membership at any time by submitting its resignation in writing to DIGGERS HOTLINE, INC.

Section 6. *Certificates.* The Board of Directors may provide for the issuance of certificates evidencing Membership in DIGGERS HOTLINE, INC., which shall be in such form as may be determined by the Board. Each certificate shall be signed by the President and Secretary.

BYLAW II. MEETINGS OF MEMBERS

Section 1. *Annual Meeting.* The annual meeting of the Members of DIGGERS HOTLINE, INC. shall be held during the month of May in each year, on the date and at the time designated by the Board of Directors, for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting.

Section 2. *Special Meetings.* Special meetings of the Members may be called at any time by the President, any two (2) directors or not less than one-tenth (1/10) of the Participating Members in good standing.

Section 3. *Place of Meetings.* The Board of Directors may designate any place within the State of Wisconsin as the place of meeting for any annual meeting or for any special meeting called by the Board of Directors. If no such designation is made, or if a special meeting be otherwise called, the place of meeting shall be the principal office of DIGGERS HOTLINE, INC. or such other suitable place in the State of Wisconsin as may be designated by the person or persons calling such meeting.

Section 4. *Notice of Meetings.* Written notice stating the date, time and place of any meeting of Members, and in the case of a special meeting further stating the purposes for which such meeting is called, shall be delivered personally or mailed at least ten (10) days before the date of the meeting to each Member at such address as it appears on the records of DIGGERS HOTLINE, INC.

Section 5. *Quorum.* One-third (1/3) of the total number of votes, represented in person or by proxy, shall constitute a quorum at a meeting of Members. If a quorum is present, the affirmative vote of the majority of the votes represented at the meeting shall be the act of the Members unless the vote of a greater number is required by any provision of law. If less than a quorum is present, a majority of the Participating Members present may adjourn the meeting from time to time without further notice until a quorum shall have been obtained.

Section 6. *Conduct of Meetings.* Meetings of the Members shall be presided over by the President, or in his absence or at his request, by a Vice President, or if no Vice President is present, by a chairman to be chosen at the meeting. The Secretary of DIGGERS HOTLINE, INC. or if the Secretary is not present, a person appointed by the chairman of the meeting, shall act as secretary of the meeting.

Section 7. *Informal Action.* Any action required by law to be taken at a meeting of Members, or any action which may be taken at a meeting of Members, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Members entitled to vote.

BYLAW III. BOARD OF DIRECTORS

Section 1. *Number and Qualifications.* The affairs of DIGGERS HOTLINE, INC. shall be managed by a Board of Directors consisting of not fewer than six (6) nor more than (9) directors, who shall be Members of DIGGERS HOTLINE, INC. or employees of Members. No more than one (1) employee of any Member may be a director at any given time.

Section 2. *Election and Term.* At the first annual meeting of the Members of DIGGERS HOTLINE, INC., the directors shall be divided into three classes as nearly equal in number as possible, with the term of office of one class expiring each year. The directors of the first class shall be elected to hold office until the next succeeding annual meeting; the directors of the second class until the second succeeding annual meeting; and the directors of the third class until the third succeeding annual meeting. At each subsequent annual meeting the successors to the class of directors whose term shall then expire shall be elected to hold office for a term of three (3) years. At each annual meeting directors shall also be elected to fill vacancies that may exist in any class for any reason.

Section 3. *Vacancies.* Any vacancy occurring in the Board of Directors shall be filled by the affirmative vote of a majority of the remaining directors, and each director so elected shall hold office for the unexpired term.

Section 4. *Regular Meetings.* Regular meetings of the Board of Directors shall be held without other notice than the Bylaw immediately following, and at the same place as, the annual meeting of Members. The Board of Directors may provide, by resolution, the time and place, either within or without the State of Wisconsin, for the holding of additional regular meetings without notice other than such resolution.

Section 5. *Special Meetings.* Special meetings of the Board of Directors may be called by or at the request of the President or any two (2) directors. The person or persons calling any special meeting of the Board may fix any place within the State of Wisconsin as the place for holding any special meeting of the Board called by them, and if no other place is fixed, the place of meeting shall be the principal business office of DIGGERS HOTLINE, INC.

Section 6. *Notice of Meetings.* Notice of any special meeting of the Board of Directors shall be given at least five (5) days prior thereto by written notice delivered personally or sent by mail or telegram to each director at his address as shown by the records of DIGGERS HOTLINE, INC.

Section 7. *Quorum.* A majority of the directors shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is present, the affirmative vote of the majority of directors present at such meeting shall be the act of the Board unless a greater number is required by these Bylaws or by any provision of law. If less than a quorum is present, the majority of the directors present may adjourn the meeting from time to time without further notice until a quorum shall have been obtained.

Section 8. *Informal Action.* Any action required by law to be taken at a meeting of directors, or any action which may be taken at a meeting of directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors.

Section 9. *Committees.* The Board of Directors may appoint one or more committees to consist of such number of directors and to perform such functions as the Board may from time to time determine, except that no such committee shall exercise the powers of the Board in the management of the affairs of DIGGERS HOTLINE, INC.

Section 10. *Compensation.* Directors shall receive no compensation from the Corporation for acting in such capacity, but nothing herein contained shall be construed to preclude a director from servicing DIGGERS HOTLINE, INC. in another capacity and receiving compensation therefor.

BYLAW IV. OFFICERS

Section 1. *Officers.* The officers of DIGGERS HOTLINE, INC. shall be a President, one or more Vice Presidents, a Secretary and a Treasurer. Any two or more offices may be held by the same person, except the office of President and Secretary, and the offices of President and Vice President.

Section 2. *Election and Term of Office.* The officers of DIGGERS HOTLINE, INC. shall be elected annually by the Board of Directors at the regular annual meeting of the Board held immediately following the annual meeting of the Members. All officers shall hold office until their respective successors are duly elected or until their prior death, resignation, removal or disqualification.

Section 3. *Removal.* Any officer may be removed by the Board of Directors whenever, in its judgment, the best interest of DIGGERS HOTLINE, INC. would be served thereby.

Section 4. *Vacancies.* A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. *Authority and Duties.* The officers of DIGGERS HOTLINE, INC. shall have such authority and perform such duties as generally pertain to their respective offices, as well as such authority and duties as may be conferred from time to time by the Board of Directors.

BYLAW V. INDEMNIFICATION

Section 1. *Indemnification for Actions, etc., Other Than By or In the Right of the Corporation.* DIGGERS HOTLINE, INC. shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of DIGGERS HOTLINE, INC.) by reason of the fact that he or she is or was a director, officer, employee or agent of DIGGERS HOTLINE, INC. against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding if the person acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of DIGGERS HOTLINE, INC. and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 2. *Effect of Termination of Actions, etc.* The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that a person seeking indemnification under Section 1 of the Bylaw did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of DIGGERS HOTLINE, INC. and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful.

Section 3. *Indemnification in Case of Successful Defense.* To the extent that a director, officer, employee or agent of DIGGERS HOTLINE, INC. has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 1 of this Bylaw or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by the person in connection therewith.

Section 4. *Determination of Right of Indemnification.* Any indemnification under Section 1 of this Bylaw (unless ordered by a court) shall be made by DIGGERS HOTLINE, INC. only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper in the circumstances because he or she has met the applicable standard of conduct set forth in said Section 1. Such determination shall be made (a) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such a quorum is not obtainable, or, even if obtainable a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or (c) by the Members of DIGGERS HOTLINE, INC.

Section 5. *Prepayment of Expenses.* Expenses incurred (including attorneys' fees) in defending a civil or criminal action, suit or proceeding may be paid by DIGGERS HOTLINE, INC. in advance of the final disposition of such action, suit or proceeding as authorized in the manner provided in Section 4 of this Bylaw upon receipt of an undertaking by or on behalf of the director, officer, employee or agent to repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified by DIGGERS HOTLINE, INC. as authorized in this Bylaw.

Section 6. *Actions Against Members for Personal Injury or Death or Property Damage.* DIGGERS HOTLINE, INC. shall indemnify any Member of DIGGERS HOTLINE, INC. against expenses (including attorneys' fees), judgments and amounts paid in settlement actually and reasonably incurred by the Member in connection with any action, suit, proceeding or claim arising out of or based upon personal injury or death or property damage for which any such Member is alleged to have legal responsibility solely by reason of its Membership in DIGGERS HOTLINE, INC.

Section 7. *Other Rights and Remedies.* The indemnification provided by this Bylaw shall not be deemed exclusive of any other right to which an indemnified person may be entitled as a matter of law, or under any agreement, vote of Members or disinterested directors or otherwise, both as to action in an official capacity and as to action in another capacity while holding such office or Membership, and shall continue as to a person who has ceased to be a director, officer, employee, agent or Member and shall inure to the benefit of the heirs, executors, administrators, successors or assigns of such a person.

Section 8. *Insurance.* DIGGERS HOTLINE, INC. may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee, agent or Member of DIGGERS HOTLINE, INC. against any liability asserted against the person and incurred by the person in any such capacity, or arising out of the person's status as such, whether or not DIGGERS HOTLINE, INC. would have power to indemnify the person against such liability under the provisions of this Bylaw.

BYLAW VI. CONTRACTS, CHECKS, DEPOSITS AND FUNDS

Section 1. *Contracts.* The Board of Directors may authorize any officer or officers, agent or agents of DIGGERS HOTLINE, INC. to enter into any contract or execute or deliver any document or instrument in the name of and on behalf of DIGGERS HOTLINE, INC. and such authority may be general or confined to specific instances.

Section 2. *Checks, Drafts, etc.* All checks, drafts or orders for the payment of money, notes or other evidences of indebtedness issued in the name of DIGGERS HOTLINE, INC. shall be signed by such officer or officers, agent or agents of DIGGERS HOTLINE, INC. and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 3. *Deposits.* All funds of DIGGERS HOTLINE, INC. shall be deposited from time to time to the credit of DIGGERS HOTLINE, INC. in such banks, trust companies or other depositories as the Board of Directors may select.

BYLAW VII. FISCAL YEAR

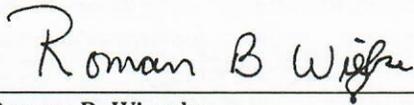
The fiscal year of DIGGERS HOTLINE, INC. shall begin on the first day of January and end on the last day of December in each year.

BYLAW VIII. AMENDMENTS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by the affirmative vote of a majority of the Members represented at any regular or special meeting of the Members, or by the affirmative vote of two-thirds (2/3) of the directors at any regular or special meeting of the Board of Directors, if at least ten (10) days written notice is given to all Members of the proposed alteration, amendment, repeal or adoption.

Date: April 8, 1998

These are the current Bylaws of Diggers Hotline, Inc.



Roman B. Wierzba
Secretary
Diggers Hotline, Inc.

Invoice



1000 Business Center Drive
 Lake Mary, FL 32746
 www.Superion.com
 Toll free 800-727-8088

<i>Invoice No</i>	<i>Date</i>	<i>Page</i>
219682	11/30/2018	1 of 2

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To

Marinette Co. Sheriff's Dept.
 1926 Hall Avenue
 MARINETTE WI 54143
 United States

Ship To

Marinette Co. Sheriff's Dept.
 2161 University Drive
 MARINETTE WI 54143
 United States

<i>Customer No</i>	<i>Customer Name</i>	<i>Customer PO #</i>	<i>Currency</i>	<i>Terms</i>	<i>Due Date</i>
1931LG	Marinette County		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
Contract No. 20060711				
1	NaviLine State Connect Interface - Annual Subscription Fee ISIS Switch Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$7,750.08	\$7,750.08
Contract No. 1931-Mods				
2	Modifications PSJ - Annual Maintenance Fee Retrofit Modification Option Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$0.00	\$0.00
Contract No. 100139				
3	NaviLine CAD400 - Annual Maintenance Fee NaviLine CAD 400 Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$12,003.27	\$12,003.27
4	NaviLine Multiple Agency Access - Annual Maintenance Fee NaviLine Crimes Multi-Agency Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,186.99	\$1,186.99
5	NaviLine Multiple Agency Access - Annual Maintenance Fee Naviline Multi Agency CAD400 Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$1,446.86	\$1,446.86
6	NaviLine Jails Management - Annual Maintenance Fee NAVI-Jails Base Application Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$8,119.25	\$8,119.25
7	NaviLine CRIMES - Annual Maintenance Fee NaviLine - Crimes Management Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$10,008.57	\$10,008.57
Contract No. 20030712				
8	NaviLine Jalan-Incidents/Grievances - Annual Maintenance Fee Incident/Grievance Module Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$0.00	\$0.00

Contract No. 20060334



Invoice

1000 Business Center Drive
 Lake Mary, FL 32746
 www.Superion.com
 Toll free 800-727-8088

Invoice No	Date	Page
219682	11/30/2018	2 of 2

Billing Inquiries: Accounts.Receivable@centralsquare.com

Bill To
 Marinette Co. Sheriff's Dept.
 1926 Hall Avenue
 MARINETTE WI 54143
 United States

Ship To
 Marinette Co. Sheriff's Dept.
 2161 University Drive
 MARINETTE WI 54143
 United States

Customer No	Customer Name	Customer PO #	Currency	Terms	Due Date
1931LG	Marinette County		USD	Net 30	12/30/2018

	Description	Units	Rate	Extended
9	NaviLine Message Switch with Mobile Flash - Annual Maintenance Fee Message Switch Upgrade (1-50 Users) Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$18,823.71	\$18,823.71
10	NaviLine Mobile Data Browser Client - Annual Maintenance Fee MOBILE DATA BROWSER Client (30 PC Licenses) Maintenance: Start:1/1/2019, End: 12/31/2019	30	\$277.58	\$8,327.34
11	NaviLine Field Reporting Server with Mobile Flash - Annual Maintenance Fee Field Reporting Server Software (1-50 Users) Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$4,886.72	\$4,886.72
12	NaviLine Field Incident Reporting - Annual Maintenance Fee FIELD INCIDENT REPORTING (30 PC Licenses) Maintenance: Start:1/1/2019, End: 12/31/2019	30	\$277.57	\$8,327.03
Contract No. 080381				
13	NaviLine Mobile Data Browser Client - Annual Maintenance Fee Mobile Data Browser Client Maintenance: Start:1/1/2019, End: 12/31/2019	1	\$259.88	\$259.88
Contract No. 070491				
14	NaviLine Mobile Data Browser Client - Annual Maintenance Fee MOBILE DATA BROWSER Maintenance: Start:1/1/2019, End: 12/31/2019	13	\$270.27	\$3,513.51

Please make remittance payable to Superior, LLC
ACH / EFT:
 Routing Number 0710-000-39
 Account Number 81880-15335
 Bank of America (Phone 800-432-1000)
 E-mail payment details to: Accounts.Receivable@centralsquare.com

Check:
 12709 Collection Center Drive
 Chicago, IL 60693

Subtotal	\$84,653.21
Tax	\$0.00
Invoice Total	\$84,653.21
Payments Applied	\$0.00
Balance Due	\$84,653.21

Tax Collection for First Installments of 2018 Tax Bills

The following Municipalities have signed an agreement to have Marinette County collect their First Installment of Taxes

1	Town of Amberg
2	Town of Athelstane
3	Town of Beaver
4	Town of Beecher
5	Town of Dunbar
6	Town of Grover
7	Town of Lake
8	Town of Middle Inlet
9	Town of Niagara
10	Town of Pembine
11	Town of Peshtigo
12	Town of Porterfield
13	Town of Pound
14	Town of Silver Cliff
15	Town of Wausaukee
16	Village of Coleman
17	Village of Wausaukee
18	City of Marinette
19	City of Niagara

Added on 11/13/18

We will be collecting for 18 of our 25 Municipalities

19 Municipalities as of 11/13/18.

The only change from last year, is that the Town of Wagner will go back to doing their own collections.

Added Town of Amberg on 11/13/18.

The following Municipalities will continue doing their own collection of the First Installment of Taxes

1	Town of Stephenson
2	Town of Wagner
3	Village of Crivitz
4	Village of Pound
5	City of Peshtigo

The following Municipalities have not responded

1	Town of Goodman
---	-----------------

I will assume they will continue to collect their own first installment of taxes.



Wisconsin County Mutual Insurance Corporation

Insured Marinette County

Policy Year 2019

PREMIUM SUMMARY

Ratable Operating Expenditures

\$40,030,287

Wisconsin County Mutual Premium Summary

General Liability Premium	\$81,075
Automobile Liability Premium	\$81,075
Personal Injury Extension (Nursing Home or Airport)	\$0
<i>Special Exposures</i>	
0	\$0
Net County Mutual Premium	\$162,150
Non Subject Premium	
General Liability Premium	\$28,822
Automobile Liability Premium	\$28,822
Total Non Subject Premium	\$57,643
Total County Mutual Premium	\$219,793

Deductible Summary

Deductible	\$25,000	
Deductible Discount	\$114,310	
Deductible Aggregate		\$100,000
Deductible Fund Balance – as of 9/30/2018		53,703
Deductible Fund Deposit		\$46,297

This premium indication includes a full package rate credit as a result of consolidating the Liability, Excess Workers' Compensation & Property coverage with WCMIC for 2019.

Total Savings: \$23,929

Insured: MARINETTE COUNTY

Policy Year: 2019
Renewal Term: 1/1/2019 to 1/1/2020

PROPERTY INSURANCE PROGRAM PREMIUM SUMMARY

Coverage Type	Limits*	Deductible**
Property		
Buildings	89,305,557	25,000
Contents	7,252,453	25,000
Property in the Open	3,762,347	25,000
(*Specific Limit Property \$2,032,000)		
Total Real Property Limits	100,320,357	
Contractor's Equipment - RC	7,516,331	1,000
Miscellaneous Endorsements:		
<i>Special Use Animal</i>	30,000	1,000

Property Premium:* \$75,480**

		Optional Deductible**	Optional Deductible**
Auto Physical Damage: RC			
Comprehensive	9,309,728	1,000	5,000
Collision	9,309,728	2,500	5,000
Auto Physical Damage Premium:***	\$90,857	\$88,404	\$79,632

The County Mutual offers a liability rate credit for consolidating Property, Workers' Compensation and Liability coverage. Please refer to the Liability Premium Summary for savings amounts.

* Based on property values from county.
 ** Per occurrence.
 *** Coverage can only be bound for the total property package

ORDER TO BIND

Please circle the chosen deductible option, sign, date and return to: Andrew Maduscha
 Fax: 262-783-6091 or Email: amaduscha@aegis-wi.com

Yes, please bind coverage with the WCMIC, effective 1/1/2019

Signature: _____ Date: _____

**POSITION SCHEDULE BOND #08556872
1/1/2019– 1/1/2020**

COUNTY: MARINETTE

NAME	POSITION	CURRENT LIMIT
Kathy Brandt	County Clerk	\$2,000
Beverly Ann Noffke	Treasurer	\$500,000
Jerome T. Sauve	Sheriff	\$5,000
George Smith TBD	Coroner Exp. 01/06/2019 Medical Examiner - 01/07/2019	\$10,000
Sheila M. Dudka	Clerk of Court	\$100,000
Renee Miller	Register of Deeds	\$3,000
Thomas Doyle	Vet Service Comm.	\$3,000
Michael McGowan	Vet Service Comm.	\$3,000
Dean Schoen	Vet Service Comm.	\$3,000
Kenneth Shaffer	Vet Service Comm.	\$3,000
Eric J. Burmeister	Highway Commissioner	\$100,000
	Total Limits	\$732,000.00



18550 WEST CAPITOL DRIVE
BROOKFIELD, WI 53045
PHONE: (262) 781-7020
FAX: (262) 783-6091

Number:	INV4051
Date:	11/15/2018
Due Date:	12/15/2018

Customer ID: MARINETTE

Customer Name and Address:
Marinette County
1926 Hall Ave.
Marinette, WI 54143

Invoice

Payment Term: 30 Days Unless Otherwise Stated

Policy Period	Description	Amount
EFF: 1/1/2019 - 1/1/2020	POSITION SCHEDULE BOND - POB855687221	2,044.00
Total:		2,044.00

Please return duplicate with payment

We Appreciate Your Business



November 14, 2018

Laura Mans
Marinette County
1926 Hall Avenue
Marinette, WI 54143 - 1717

RE: Position Schedule #POB 8556872 21

Dear Laura,

The above captioned Position Schedule Bond will renew effective 1/1/2019 with Fidelity & Deposit Companies. The bond was renewed based on the positions and limits you provided to our office.

The renewal premium is \$2,044.00. An invoice is enclosed.

I have also enclosed an updated schedule of positions for your file. If there are any changes during the year to this schedule, please advise our office so files can be updated.

Thank you for renewing this coverage with Aegis Corporation.

Sincerely,

Lori Heacox

Lori Heacox
Aegis Corporation
1-800-236-6885
lori@aegis-wi.com



State of Wisconsin • DEPARTMENT OF REVENUE

2135 Rimrock Rd. • MS 6-40 • P.O. BOX 8933 • MADISON, WISCONSIN 53708-8933
PHONE (608) 261-5313 • FAX (608) 261-6240 • John.Wilson@wisconsin.gov

November 29, 2018

MARINETTE COUNTY BOARD CHAIR
C/O MARINETTE COUNTY CLERK
1926 HALL AVENUE
MARINETTE WI 54143-1717

Dear Marinette County Board Chair:

Our records indicate that Marinette County currently has in effect an "Agreement of Examination of County Sales and Use Taxes Reported Between Wisconsin Department of Revenue and Marinette County" (the "Agreement").

The Department of Revenue annually renews the Agreement. The purpose of the renewal process is to verify your county's desire for continued access to the monthly reports, update the list of persons authorized to view the reports, and to remind those individuals authorized to view the reports of the confidentiality requirements associated with obtaining confidential taxpayer information.

Our records indicate that Pat Kass and John Lefebvre are currently authorized to view the detailed Marinette County sales and use tax report.

For continued access to the reports after December 31, 2018, **complete and return the following documents by December 28, 2018:**

1. The signed Agreement.
2. A letter, signed by you, indicating the names of those persons (including yourself, if applicable) who you authorize to view the report information beginning January 1, 2019.
3. A "Confidentiality of County Sales and Use Taxes Reported by Each Taxpayer For 2019" form completed and signed by each person authorized to examine the report information beginning January 1, 2019.

The new agreement is effective upon our receipt of your signed agreement, but not earlier than January 1, 2019. A copy of the executed agreement will be returned to Marinette County Clerk's Office for your records.

If you choose to no longer receive access to the reports, the existing agreement will terminate on December 31, 2018.

November 29, 2018

Page 2

Authorization of a person to inspect the report is effective upon our receipt of your list of authorized persons and a "Confidentiality of County Sales and Use Taxes Reported by Each Taxpayer" form signed by that person, but not earlier than January 1, 2019.

Included with the "Confidentiality of County Sales and Use Taxes Reported by Each Taxpayer" form is a printout of a PowerPoint slide presentation. This is provided for review purposes and need not be returned.

If you have any questions or concerns regarding this request, please feel free to contact me directly.

Thank you for your cooperation.

Sincerely,

A handwritten signature in black ink, appearing to read 'John Wilson', followed by a long horizontal line extending to the right.

John Wilson
Revenue Auditor
(608) 261-5313

Enclosures

**AGREEMENT OF EXAMINATION OF COUNTY SALES AND USE TAXES REPORTED
BETWEEN WISCONSIN DEPARTMENT OF REVENUE AND MARINETTE COUNTY FOR
2019**

The Wisconsin Department of Revenue and Marinette County, pursuant to ss. 77.79, 77.76 (3), and 77.61 (5) and (6) of the Wisconsin Statutes, hereby agree to permit designated Marinette County personnel, during the calendar year 2019, to examine Marinette County sales and use taxes reported by each taxpayer in accordance with the procedures set forth in this agreement.

Procedures:

1. As a prerequisite to the examination of Marinette County sales and use taxes reported by each taxpayer, the Marinette County Board Chairperson agrees to furnish to the Administrator, Income, Sales and Excise Tax Division, Wisconsin Department of Revenue, a list of Marinette County personnel designated to examine the Marinette County sales and use taxes reported by each taxpayer. Additions to or deletions from this list will be furnished by the Marinette County Board Chairperson to the Administrator as they occur.
2. Each person authorized by the Chairperson to examine Marinette County sales and use taxes reported by each taxpayer shall sign the attached statement indicating the person understands the confidentiality provisions of s. 77.61 (5) and (6), Wis. Stats.

The provisions of this agreement are subject to the provisions of the Wisconsin Statutes and Rules, and this agreement may be terminated or modified at the discretion of the Administrator, Income, Sales and Excise Tax Division, Wisconsin Department of Revenue, on account of changes in Wisconsin Statutes and Rules.

Any unauthorized use or disclosure of the Marinette County sales and use taxes reported by each taxpayer furnished to Marinette County personnel pursuant to this agreement, or inadequate procedures for safeguarding the confidentiality of such information, constitute grounds for immediate termination of this agreement.

APPROVED:

Administrator
Income, Sales and Excise Tax Division
Wisconsin Department of Revenue

Chairperson
Marinette County Board

Signed at Madison, Wisconsin this
_____ day of _____, 2018.

Signed this _____ day of
_____, 2018.

This agreement must be renewed annually.

**CONFIDENTIALITY OF COUNTY SALES AND USE TAXES
REPORTED BY EACH TAXPAYER FOR 2019**

A. Information May Not Be Disclosed to Another Person

Section 77.79, Wis. Stats., provides that the provisions of the state general sales and use tax law also apply to the county sales and use tax law. Section 77.76(3), Wis. Stats., states in part that the Wisconsin Department of Revenue shall indicate to the county the county sales and use taxes reported by each taxpayer. This statute further states "any county receiving a report under this subsection is subject to the duties of confidentiality to which the department of revenue is subject under s. 77.61(5) and (6)."

Section 77.61(5), Wis. Stats., provides that it is unlawful for the Department of Revenue or any person having any administrative duty under the sales and use tax statutes to make known in any manner whatever the business affairs, operations, or information obtained by an investigation of records and equipment of any retailer or any other person visited or examined in the discharge of official duty, or the amount or source of income, profits, losses, expenditures or any particular thereof, set forth or disclosed in any return, or to permit any return or copy thereof to be seen or examined by such person.

Section 77.61(5), Wis. Stats., as it applies to the county, means that a person authorized by the county board chairperson to examine the county sales and use taxes reported by each taxpayer, may not disclose such information to any person not authorized by the chairperson to examine such information.

B. Information May Only Be Inspected While Performing Official Duties

Section 77.61(6)(a), Wis. Stats., provides that no person, except the person who filed the return or claim, may inspect a return or claim, or any information derived from a return or claim, that is filed under Subch. III of Ch. 77, Wis. Stats., unless that person does so in performing the duties of his or her position and that violation of this provision is grounds for dismissal.

Section 77.61(6)(a), Wis. Stats., as it applies to the county, means that a person who has been authorized by the county board chairperson to access or view such information may only do so in the performing the duties of his or her position.

C. Criminal Penalty for Illegal Disclosure

Section 77.61(5)(g), Wis. Stats., provides that any person illegally disclosing the county sales and use taxes reported by any taxpayer to a person not authorized to examine or receive such information, may be fined not less than \$100 nor more than \$500, or imprisoned not less than one month nor more than 6 months, or both.

D. Criminal Penalty for Illegal Inspection

Section 77.61(6)(d), Wis. Stats., provides that any person illegally inspecting the county sales and use taxes reported by each taxpayer may, upon conviction, be fined not less than \$100 nor more than \$500 or imprisoned for not less than one month nor more than 6 months or both.

In addition, sec. 77.61(6)(c), Wis. Stats., provides that a person who has been notified of illegal inspection of tax return information may bring an action to recover damages in regards to the illegal inspection.

E. Signature of Person Authorized to Examine County Sales and Use Taxes Reported by Each Taxpayer

I have been informed of Wisconsin confidentiality laws and will abide by those laws.

I understand that I may not disclose or circulate any confidential taxpayer information unless authorized to do so.

I understand that I may not inspect confidential taxpayer information outside of the performance of the duties of my position.

I understand that I must safeguard confidential taxpayer information and dispose of it properly.

I understand that if I have any questions or concerns as to whether any access or inspection is authorized, or in regard to any other confidential issue, it is my responsibility to ask my supervisor or to contact the Department of Revenue's Disclosure Officer at (608) 266-8474.

I declare that I have examined this form and I fully understand the confidentiality provisions of s. 77.61(5) and (6), Wis. Stats., relating to the disclosure and inspection of information pertaining to county sales and use taxes reported by each taxpayer.

Name

Job Title

Employer

Work Email Address

Signature

Date



AMENDMENT 93
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.12 EMPLOYMENT/HIRING

The Policies & Procedures Manual shall be amended to read as follows:

1.12 Employment/Hiring

...

- (f) **Designation of Appointing Authority.** The County Administrator shall appoint the heads of all departments, except elected officials. ~~The~~ County Administrator shall obtain confirmation from the County Board for all appointments, ~~subject to approval of the Committee of Jurisdiction prior to submission to the County Board.~~ The head of each department shall be the appointing authority for subordinate positions in that department.
- (g) **Recruitment.**
- (1) **Administrative Responsibility.** The Human Resources Director shall develop and conduct an active recruitment program designed to meet current and projected County workforce needs. Recruitment shall be tailored to the ~~vacant~~ specific position and shall be directed to sources likely to yield qualified candidates.
- (2) **Postings and Advertising.** [Amendment 31; Adopted 08/28/2012] [Amendment 56; Adopted 08/30/2016]
- a. Internal postings for positions shall be emailed to all employees and posted in Human Resources. ~~Each Department Head or designee is responsible to post in all department buildings.~~ Positions shall be posted for a minimum of ten (10) working days. The Human Resources Director may shorten posting time ~~make exceptions~~ in cases of immediate need, unusual circumstances, or filling of limited term, temporary or seasonal positions.
 - b. The Human Resources Director or designee, in coordination with Department Head, shall determine if outside advertising is appropriate for each position. The Human Resources Director, in consultation with the Department Head, may authorize ongoing recruitment for positions if necessary.
 - c. All permanent County employees may apply and shall be considered for positions advertised to outside candidates.
 - d. Postings shall minimally include the following:
 1. Department.
 2. Position title.
 3. Title of position supervisor.
 4. FLSA status.
 5. Position status – permanent, full-time, part-time or seasonal.
 6. Hours of work.
 7. Minimum salary.
 8. Starting date.
 9. Job description.
 10. Application or resume deadline.
 11. How to apply instructions.
 - e. Public advertisement shall minimally include the following:
 1. Marinette County as Employer.
 2. Position title.
 3. Position summary.

4. Qualification.
5. Hours of work.
6. Minimum salary.
7. Offer of benefit package.
8. Application or resume deadline.
9. How to apply instructions.

Approved by Administrative Committee:

Approved by County Board:



AMENDMENT 94
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.26 CONDITIONS OF EMPLOYMENT

The Policies & Procedures Manual shall be amended to read as follows:

1.26 Conditions of Employment

...

- (g) **Uniforms.** Marinette County shall provide ~~reimburse~~ employees required to wear official County uniforms ~~or department specified clothing~~ an annual clothing allowance not to exceed the amount of three hundred fifty dollars (\$350 ~~300~~) from the departmental budget upon approval of the Department Head. Employees receiving uniforms through department direct purchase are not eligible for reimbursement. The annual clothing allowance shall not exceed a combination of direct purchase expenditure and reimbursement. ~~Marinette County shall reimburse Sheriff Department employees required to wear uniforms or department specified clothing an annual clothing allowance not to exceed the amount of three hundred fifty dollars (\$350) from the departmental budget upon approval of the Department Head.~~ County employees shall not wear uniforms while off-duty except as authorized in writing by the Department Head. **[Amendment 28; Adopted 03/27/2012] [Amendment 63; Adopted 01/31/2017]**
- (h) **Safety Equipment.** Departments shall provide necessary safety equipment, including but not limited to safety shoes, non-prescription safety glasses, hard hat, chain saw protective equipment, personal flotation device, and hearing protection by direct purchase or employee reimbursement at Department Head discretion. Marinette County shall provide employees required to wear safety shoes and/or boots an annual reimbursement allowance not to exceed one hundred twenty five (\$125) dollars and prescription safety glasses an annual reimbursement allowance not to exceed one hundred (\$100) dollars.

...

- (r) **Resignation/Termination Pay and Benefits.**
- (1) An employee voluntarily terminating employment, who has completed the probationary period, shall provide a minimum ten (10) working day written notice to the Department Head, stating the last date of employment and shall work a minimum of ten (10) scheduled work days. Failure to give the required notice and physically work the required hours shall result in forfeiture of accrued vacation, unless such shorter notice is approved by the Department Head and the County Administrator. Termination pay for employees in good standing shall consist of payment for any unused accrued vacation. Termination pay is payable on the next scheduled payday. **[Amendment 91; Adopted 05/29/2018]**
 - (2) Employees may not use any accrued vacation and/or compensation time to extend a termination date unless termination cause is retirement. There shall be no cash payout of unused sick leave.
 - (3) Upon employee resignation or dismissal, the County shall pay the County's share of the employee's insurance premiums for the month in which termination of employment occurs. The employee's share of the premium shall be deducted from the employee's final wages. After month of termination, employees may continue to participate in the group insurance program according to COBRA. The County contracts with a third party administrator to administer COBRA.
 - (4) Employees electing to retire must do so in accordance with the provisions of the Wisconsin Retirement System. Employees may use accrued vacation and/or compensation time to extend a retirement termination date. Refer to section 1.29 (b) (22) for policy related to ~~There shall be no~~

cash payout of unused sick leave.

- (5) ~~Non represented employees who are not eligible for retiree health insurance at retirement may use the employee's entire sick leave bank, up to one hundred twenty (120) days, to pay the employee's selected health insurance plan premiums. Employee shall select one (1) of the available plans at time of retirement. When sick leave bank is exhausted, retired employee may continue as a member of the group indefinitely by paying the full health insurance premium to the County Treasurer or Finance Department. Premiums are due the first (1st) day of each month. Such insurance shall be canceled if the employee fails to remit full payment upon notice of delinquency. There shall be no cash pay out of sick leave.~~
- (6) ~~A non represented employee providing medical certification that states the employee is unable to perform his/her job may use entire sick leave bank up to one hundred twenty (120) days for payment of the employee's selected health insurance premiums. When sick leave bank is exhausted, employee may continue as a member of the group by paying the full health insurance premium to the County Treasurer or Finance Department. Premiums are due the first (1st) day of each month. Such insurance shall be canceled if the employee fails to remit full payment upon notice of delinquency. There shall be no cash pay out of sick leave.~~
- (7) ~~In the event of death of an active, current non represented employee, Marinette County shall pay the County's share of the employee's selected health and dental insurance plan premium for the month in which death occurs and the following ninety (90) days. If the employee is due compensation for wages or benefits, the employee's share of the insurance premium shall be paid through payroll deduction. If not, the surviving spouse or dependent on the plan shall remit the employee's share of the insurance premium to the County Treasurer or Finance Department. After expiration of the ninety (90) days, a surviving spouse or dependent on the plan may use employee's entire sick leave bank up to one hundred twenty (120) days for payment of full health insurance premiums. If employee's sick leave bank has been exhausted, the surviving spouse or dependent on the plan may continue group health insurance indefinitely by remitting full monthly premium payments to the County Treasurer or the Finance Department. Premiums are due the first (1st) day of each month. Such insurance shall be canceled if the employee fails to remit full payment upon notice of delinquency.~~

...

Approved by Administrative Committee:

Approved by County Board:



AMENDMENT 95
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.27 EXCUSED ABSENCES

The Policies & Procedures Manual shall be amended to read as follows:

1.27 Excused Absences

...

(e) Leave of Absence Without Pay. Excludes Family Medical Leave.

- (1) A leave of absence shall not be granted for the purpose of seeking other employment or for work at some other paid employment.
- (2) Employees shall be granted an unpaid leave of absence under the following conditions:
 - a. If eligible for Family Medical Leave Act (FMLA), the employee must apply for FMLA and shall be granted such time under state and/or federal law regulations.
 - b. If an employee is not eligible for Family Medical Leave Act or has exhausted FMLA, the employee's Department Head may approve an unpaid leave of absence of up to fourteen (14) calendar days if all accrued time available to employee is exhausted.
 - c. If an employee requires an additional unpaid leave of absence after the approved fourteen (14) days and the employee remains ineligible for Family Medical Leave Act or has exhausted FMLA, the request for additional time shall be submitted to Human Resources to seek approval from the Administrative Committee.
 - d. The Administrative Committee has the authority to approve an additional leave of absence of up to six (6) months in a twelve (12) month period. The length of time of the unpaid leave shall be contingent upon the reason for the request.
 - e. If the Department Head approves the requested leave, the Department Head shall file the employee request with Human Resources indicating the beginning and ending dates of such leave.
 - f. Employees holding positions of less than 600 hours in the calendar year shall be exempt from the Department Head and administrative Unpaid Leave of Absence process except for unpaid leaves of sixty (60) consecutive calendar days or more.
- (3) No benefits, including but not limited to sick leave, vacation and holiday pay accrue during unpaid leave.
- (2) Non-represented employees shall be eligible for three (3) days of unpaid leave of absence during the probationary period.
- (3) The County shall pay the County's share of the employee's selected health and dental insurance premiums for the month in which an approved unpaid leave occurs and the following month. The employee shall remit the employee's share of the employee's selected insurance premium to the County Treasurer or Finance Department. When the County's share of paid insurance coverage expires, employees may continue to participate in the group insurance plan, until expiration of approved leave, if the employee submits the full cost of the premium to the County Treasurer or Finance Department. Premiums are due the first (1st) day of each month. Insurance shall be canceled if the employee fails to remit payment upon notice of delinquency.
- (4) The employee to whom written leave of absence has been granted shall be entitled, at the expiration of the time stated in such leave, to be reinstated to the position in which he/she was employed at the time the leave was granted.
- (5) An employee may return to work from an unpaid leave at an earlier date than scheduled if approved by the Department Head. An employee failing to return to work upon expiration of unpaid leave

shall be considered to have resigned, not in good standing.

- (6) An employee who gives false information to obtain a leave shall be subject to disciplinary action.

...

Approved by Administrative Committee:

Approved by County Board:



AMENDMENT 96
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.29 BENEFITS

The Policies & Procedures Manual shall be amended to read as follows:

1.29 (b) Health and Dental Insurance

...

- (21) **Retiree Health Insurance** [[Amendment 30; Adopted 08/28/2012](#)] [[Amendment 33; Adopted 10/30/2012](#)]
- a. The following employees who meet requirements as set forth in subsection b. 1.29 (b) (20) b are eligible to receive Retiree Health Insurance at time of retirement:
 1. Employees hired as Salaried/Management/Elected Official/Management Protected Category employees hired prior to 12/16/2008.
 2. Employees hired as Courthouse Category employees hired prior to 01/01/2012.
 3. Employees hired as Highway Category employees hired prior to 05/01/2010.
 - b. Requirements.
 1. Retire at age 55 or older with 20 years of Marinette County employment or age 62 or older with 15 years of Marinette County employment. Management Protected Category employees at age 50 or older with 20 years of Marinette County employment or age 57 or older with 15 years of Marinette County employment.
 2. State of WI must have received employee's application for WI Retirement prior to employee's last date of employment with Marinette County.
 3. Employee must be enrolled in Marinette County's active employee plan as the 'employee' on his/her last date of employment.
 - c. The Retiree Health Insurance benefit shall be eight years or until the employee reaches age 70, whichever occurs first; except Protected Category employees benefit shall be eight years or until the employee reaches age 65, whichever occurs first.
 - d. ~~Retired Salaried/Management/Elected Official/Management Protected Category employees Exempt employees who qualify for retirees health insurance shall continue to pay the same percentage of the premium as active employees but no more than fifteen (15) percent he/she was paying at time of retirement until the benefit is exhausted.~~ Retired Courthouse and Highway employees shall pay the same percentage of the premium as active employees pay.
- (22) **Health Reimbursement Arrangement (HRA)** [[Amendment 25, Adopted 12/20/2011](#)] [[Amendment 36, Adopted 09/17/2013](#)]
- a. **Courthouse and Library Category Employees.** In the event an employee was eligible for sick time payout prior to January 1, 2012 , the number of sick cash payout hours are capped at the number in the employee's sick time bank as of December 31, 2011 and those are the maximum number of hours that will be paid out at the time of retirement and receipt of WRS. The number of hours in an employee's sick cash payout bank may decrease based on usage but will never increase. ~~Effective January 1, 2012, any sick bank hours accrued by an hourly employee shall at the time of retirement and receipt of WRS be deposited in a Health Reimbursement Arrangement Account established by Employer.~~ Combined sick cash payout and Health Reimbursement Arrangement (HRA) Account hours are capped at 800 hours. Sick hours used from January 1, 2012 forward shall be taken from employee's sick cash payout bank first. If payout bank is depleted, sick hours shall be taken from HRA bank. [[Amendment 41, Adopted 05/27/2014](#)]

- b. **Highway and Professional Category Employees.** In the event an employee was eligible for sick time payout prior to January 1, 2013 , the number of sick cash payout hours are capped at the number in the employee's sick bank as of December 31, 2012 and those are the maximum number of hours that will be paid out at the time of retirement and receipt of WRS. The number of hours in an employee's sick cash payout bank may decrease based on usage but will never increase. ~~Effective January 1, 2013, any sick bank hours accrued by an hourly employee shall at the time of retirement and receipt of WRS be deposited in a Health Reimbursement Arrangement Account established by Employer.~~ Combined payout and Health Reimbursement Arrangement Account hours are capped at 800 hours. Sick hours used from January 1, 2013 forward shall be taken from employee's sick cash payout bank first. If payout bank is depleted, sick hours shall be taken from HRA bank. [**Amendment 41, Adopted 05/27/2014**]
- c. ~~Management/Supervisory employees~~ **Employees Not Eligible for Retirees Health Insurance or Who are Eligible and Decline Retirees Health Insurance.** ~~Effective January 1, 2012, salaried e~~ Employees who are not eligible or who are eligible and decline for County retiree health insurance, shall upon retirement and receipt of WRS, have all accrued sick HRA leave hours, ~~capped at 800 hours,~~ deposited in a Health Reimbursement Arrangement Account established by Employer.
- d. A retired employee participating in a Health Reimbursement Arrangement Account is not eligible for rehire.
- e. Eligible sick time will be paid out/deposited into Health Reimbursement Arrangement Account if retirement date is verified by WRS within 90 days of retirement. The retirement date provided to Marinette County must be the same as the retirement date provided to WRS. [**Amendment 47; Adopted 10/28/2014**]
- f. Employees previously eligible for receipt upon retirement of both sick cash payout and the deposit of other sick bank hours in a Health Reimbursement Arrangement account shall continue to be eligible for this benefit with last day of employment not later than June 30th 2019.

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Approved by Administrative Committee:

Approved by County Board:



AMENDMENT 97
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.31 COMMITTEES

The Policies & Procedures Manual shall be amended to read as follows:

1.31 Committees

- (a) **Wellness.** [\[Amendment 20, Adopted 03/29/2011\]](#) [\[Amendment 26, Adopted 12/20/2011\]](#)
- (1) The Wellness Committee is a standing committee of the Administration and encourages employees to make changes in lifestyles while promoting wellness to prevent high costs of health care. Employee participation is optional.
 - (2) Membership forms are available from the Finance Department.
 - (3) A one-dollar (\$1.00) individual donation or a two-dollar (\$2.00) family donation is deducted through payroll deduction each pay period for participating members.
 - (4) Members shall elect eight at large employee members to serve as voting members on the Committee. One County Board Supervisor shall be appointed in the usual manner to serve as a voting member of the Committee.
 - (5) The membership allows the employee to provide input at scheduled meetings, participate in planned health promotion activities and the use of exercise equipment located in the County buildings.
 - (6) An employee may terminate membership at anytime by notifying the Finance Department.
 - (7) Meetings are held during working hours. Attendance is subject to supervisor approval. No overtime or comp time may accrue due to participation.
 - (8) Marinette County employees coordinating or giving blood related to the Red Cross Blood Drive held in the Courthouse may do so on County time, subject to supervisor approval. No overtime or comp time may accrue due to participation.
- ~~(b) **Health Care Cost Containment.**~~
- ~~(1) The Health Care Cost Containment Committee's basic mission is to examine the County's health care plan to identify means of cutting health care costs.~~
 - ~~(2) The committee identifies health care costs and suggests potential programs to assist in promoting better health.~~
 - ~~(3) The committee membership consists of three (3) representatives from each bargaining unit, selected by the bargaining unit, and three (3) members of management, selected by the County Administrator. The Human Resources Director is one of the management members and is the Chairperson of the Committee.~~
 - ~~(4) Meetings are held during normal work hours and members receive regular wages to attend.~~
- (bc) **Safety, Training and Development.**
- (1) Human Resources distributes applicable safety training programs to departments monthly.
 - (2) See '[Monthly Safety Program](#)' for complete explanation of process.

Approved by Administrative Committee:

Approved by County Board:



AMENDMENT 98
MARINETTE COUNTY
PERSONNEL POLICIES AND PROCEDURES MANUAL
SECTION 1.105 COMEPATION PLAN

The Policies & Procedures Manual shall be amended to read as follows:

1.105 Compensation Plan

...

- (h) Overtime; Compensatory Time.** It is the policy of the County to keep overtime and compensatory time to a minimum. Department Heads or management designee shall approve all overtime and compensatory time in advance. Permanent non-exempt employees shall work overtime only when approved to do so by the Department Head or management designee.
- (1) All non-exempt employees, excluding those working under the 29 USC §207(k) exemption, shall receive overtime pay for hours exceeding forty (40) hours in a work week. Hours used to calculate overtime pay shall consist of hours worked, holiday hours, vacation hours and personal time hours, but shall not include sick or bereavement hours.
 - (2) Non-Exempt employees who accept an Exempt position and have a compensatory time balance shall be paid for the compensatory time at the applicable non-exempt rate of pay on the payroll after the start date of the exempt position.
 - (3) With Department Head approval, non-exempt employees may, in lieu of overtime pay, accrue compensatory time at one and one-half (1 1/2) times the hours worked. Overtime and compensatory time shall not be accrued for hours worked in excess of thirty-five (35) but less than forty (40) per week.
 - a. Effective January 1, 2019, compensatory time accrued will be limited to sixteen (16) hours. Any employee with unused compensatory time as of the end of the employee shift on December 31, 2018 shall accrue no additional compensatory time until the total accrued compensatory time drops to zero. Employees with compensatory time earned in the prior years will be required to use compensatory time before using vacation hours. Compensatory time may be accumulated to a maximum of one hundred twenty (120) hours.
 - b. Highway non-exempt employees may not accrue compensatory time and shall automatically be paid overtime earned.
 - c. Any employee whose compensatory time accrual is at maximum shall be paid for hours worked in excess of the maximum.
 - d. All compensation time earned as of January 1, 2019 shall be used each year or will be paid out by the County on the last payroll of the year in which it is earned. Unused compensatory time is automatically carried into the following year.
 - e. Compensatory time shall be taken with discretion, at a time which shall not unduly disrupt operations, subject to supervisor approval.
 - f. Compensatory time may not be used to extend an employee's last date of employment.
 - g. At termination of employment with Marinette County for any reason, unused accrued compensatory time shall be paid to the employee.

- (4) Employees considered Salaried Professional/Computer exempt per the Fair Labor Standards Act (FLSA) are expected to work the time required to complete the job. Salaried Professional/Computer exempt employees shall accrue one hour of compensatory time for every hour exceeding eighty (80) hours per pay period. These compensatory hours shall be capped at sixteen (16) total hours and are not eligible for payout. Salaried Professional/Computer exempt employees must receive approval from the Department Head or management designee to accrue compensatory hours. With Department Head approval, limited flexibility of the work schedule is acceptable. Limited flexibility of the work schedule does not include establishing a consistent or patterned flexible weekly work schedule.

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Approved by Administrative Committee:

Approved by County Board:



MARINETTE COUNTY POSITION REQUEST FORM

Administration Completes and returns to the Department

Applicable dates:
 Governing Committee PS-12/4/18 Infra-12/5/18
 Administrative Committee 12/13/18
 County Board 12/18/18

Permission to proceed: JL 10/23/18
 (County Administrator initials and dates)

Department Completes and submits to Human Resources

Department: Various - See Attached
 Department Head: Various
 Supervisor: Various
 Position Title: Various - See Attached
 Old Position Title: Various - See Attached
 Hours per Week/Year: 40/2080
 Effective Date: ASAP / /

New Positions: <small>(check all that apply)</small>	<input type="checkbox"/> Permanent
	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Project
	<input type="checkbox"/> LTE
	<input checked="" type="checkbox"/> Addition of Current Position
	<input checked="" type="checkbox"/> Eliminate/Create
Changes to	<input type="checkbox"/> Hours of Work
Existing:	<input type="checkbox"/> Title Change
	<input type="checkbox"/> Location Change

Account Number(s): _____

Funding taken from: _____ (i.e. salaries with or without fringes)

Justification for request: **Please attach**

Human Resources Completes and submits to Finance

Wage Scale: _____
 Pay Rate/Salary: \$ See attached
 Pay Level: _____ RA 11/27/18

Human Resources Initials: _____

Finance Completes and returns to Administration

Cost of Request:
 Wages: \$ _____ Workers Comp: \$ _____
 FICA: \$ _____ Life Insurance: \$ _____
 Retirement: \$ _____ Longevity: \$ _____
 Other (explain): _____ \$ _____
 Total Cost: \$ See attached Finance Initials: LM

Approval*

Department Head: _____
 County Administrator: JL 11/29/18

* Minutes from the applicable Governing Committee, Administrative Committee, and County Board meeting must be attached.

Administrative Specialist-Highway Justification

The justification to establish the position of an Administrative Specialist-Highway comes from an organizational restructure in the Highway Department. The proposal is to have Emergency Government Department to become a Division of the Highway Department. This Administrative Specialist position will serve the needs of the Highway Department which includes the Emergency Management Division. The part-time Program Assistant in the Emergency Management Department will be eliminated and the need for the Finance Department to provide Accounting Clerk assistance will also no longer be necessary. The position will be funded through the savings realized from these two positions. The Highway Department does not currently have an Administrative Assistant position it utilizes either Parks/Forestry or Finance Department personnel to accomplish Highway Department tasks.

Emergency Management Coordinator Justification

The justification to establish the position of Emergency Management Coordinator comes from an organizational restructure in the Highway Department. The new Highway Department structure will include the Emergency Management Division; the largest impact to public infrastructure at times of disaster and through the recovery process is to the transportation system.

The reorganization will eliminate the Emergency Management Director position and recreate the new position of Emergency Management Coordinator. The Highway Commissioner will have ultimate authority for all Emergency management activities however the Emergency Management Coordinator will assume the duties and responsibilities of the previous Emergency Management Director with exception to administrative/management functions. The Emergency Management Coordinator will fulfill the requirements outlined in the Marinette County Code of Ordinance Chapter 6 and will report to the Highway Commissioner as opposed to the County Administrator.

Emergency Management Division will continue to 24/7 service to Law Enforcement, fire, and EMS, and Highway. The Division will provide and maintain an Emergency Operations Center at the Marinette County Law Enforcement Center for large county-wide events however will move their offices to the Peshtigo Highway Shop.

Funding for the position will not change from the current Emergency Management budget which includes revenue from tax levy, the Emergency Management Performance Grant, and the Emergency Planning and Community Right-to-Know Act (EPCRA) sources.

Financial Manager-Highway Justification

The justification to establish the Financial Manager position stems from the difficulty in managing a large county department and maintaining a large multi-faceted budget; with little business management assistance. The lack of a Financial Manager who is looking at all facets of the operation has resulted in inefficiencies, and poor inventory control measures. The Department previously had an Office Manager position however that position did just that managed the office and never looked beyond at the bigger picture. It will be the Financial Managers responsibility to look at the bigger picture. It is my belief that a Financial Manager with business management, cost accounting experience, and managerial authority will create business efficiencies and cost effectiveness, and implement sound internal business controls within the organization. Also one needs to keep in mind that the Highway Department is unique from other County departments as it operates as an enterprise fund (like a business) and this requires greater financial processes.

The funding for accounting services rendered by the finance Department will no longer be needed and as well as revenues received from WisDOT performance based maintenance projects will help fund a majority of the position expense. The remainder of the funding will come from general highway operations.

December 2018 Re-Organization Position Request Summary
Emergency Management, Finance, Highway and Health & Human Services

POSITION TO BE CREATED

Emergency Management Coordinator - Pay Grade H

Administrative Specialist Highway/EM – Pay Grade F

Financial Manager – Highway – Pay Grade K

Chief Mechanic – Pay Grade I

POSITION TO BE ELIMINATED WHEN VACANT

Emergency Management Director – Pay Grade J

Part-time Emergency Management Program Assistant – Pay Grade F

Accountant – Finance- Pay Grade G

(2) Mechanic I/II/III - Pay Grades F/G/H respectively

2018 REQUESTED RE-ORGANIZATION

EMERGENCY MANAGEMENT, FINANCE, HIGHWAY AND HEALTH & HUMAN SERVICES POSITIONS

CURRENT STRUCTURE:

Finance 1 Finance Director 1 Assistant Finance Director 1 Financial Manager (located at HHS) 4 Accountants (1 located at Highway, 3 at Courthouse) 9 Accounting Clerks (1 located at Highway & Courthouse, 8 at HHS)	Highway 1 Highway Commissioner 4-Mechanics I/II/III	Health & Human Services 1 Director 1 Deputy Director	Emergency Management 1 Director 1 PT Program Assistant
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CHANGES REQUESTED:

Finance 1 Finance Director 1 Assistant Finance Director 1 Financial Manager (located at HHS) 4 3 Accountants (1 located at Highway , 3 at Courthouse) 9 1 Accounting Clerks (1 located at Highway & Courthouse , 8 at HHS)	Highway 1 Highway Commissioner <u>1 Financial Manager</u> <u>1 Emergency Management Coordinator</u> <u>1 Administrative Specialist</u> <u>4 2-Mechanics I/II/III</u> <u>1-Chief Mechanic</u>	Health & Human Services 1 Director 1 Deputy Director <u>1 Financial Manager</u> <u>8 Accounting Clerks</u>	Emergency Management 1 Director 1 PT Program Assistant
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FINAL RE-ORG OUTCOME:

Finance 1 Finance Director 1 Assistant Finance Director 3 Accountants 1 Accounting Clerk	Highway/Emergency Management 1 Highway Commissioner 1 Financial Manager 1 Emergency Management Coordinator 1 Administrative Specialist 2 Mechanics I/II/III 1 Chief Mechanic	Health & Human Services 1 Director 1 Deputy Director 1 Financial Manager 8 Accounting Clerks
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Note: Employees within the positions moving from Finance to Health & Human Services will retain their same positions only the department they work for and the upper management they report to will change. Once the Highway Department Financial Manager position is filled it is anticipated that there will be a vacancy in an Accountant position in Finance which will then be eliminated. The Part-time Program Assistant in Emergency Management will be eliminated when it becomes vacant. The Emergency Management Office will be physically relocated to the Highway Department Office in Peshtigo.

Position	Pay Grade	2019 Rates		
		Step 1	Step 6	Step 11
Administrative Specialist	F	\$ 19.68	\$ 22.49	\$ 25.30
Emergency Management Coordinator	H	\$ 23.40	\$ 26.74	\$ 30.08
Financial Manager	K	\$ 29.00	\$ 33.14	\$ 37.28

KA
11/27/18



Job Title: Administrative Specialist

Department: Various

Position Reports to: Applicable Department Management

Pay Grade Level: Carlson-Dettmann F

FLSA Status: Non-Exempt

Position Status: Full Time

JOB ANALYSIS

Provide clerical support to applicable department. These duties may include receptionist duties, financial duties, transcription duties, filing duties, etc.

ESSENTIAL JOB FUNCTIONS

- A. Perform receptionist duties, i.e. greeting customers/visitors/clients, answer questions, assist customers/visitors/clients with paperwork, schedule or coordinate appointments/transport, answer phones, direct phone calls/visitors to the appropriate person, etc.
- B. Provide information/direction to customers, visitors or clients.
- C. Perform filing duties and maintain confidential files/records.
- D. Process incoming and outgoing mail.
- E. Transcribe correspondence and reports.
- F. Prepare mailings and send out.
- G. Order and maintain office supplies.
- H. Process and record records requests.
- I. Enter and update various records databases.
- J. Prepare applicable reports and submit to proper location.
- K. Review applicable reports for accuracy.
- L. Perform notary duties.
- M. Prepare minutes and agendas.
- N. Issue temporary security passes and maintain visitor's log when necessary.
- O. Provide back-up to other clerical positions within department.
- P. Assist other positions within department with applicable duties.
- Q. Prepare/file reports/applicable items with other agencies.
- R. Coordinate appointments/hearings with other agencies and contact those agencies to cancel when needed.
- S. Prepare and file affidavits and subpoenas and/or testify in court/hearings when necessary.
- T. Obtain signatures/approvals for orders or warrants and submit where appropriate.
- U. Prepare and submit payroll forms to department management for signature and then submit to Human Resources or Finance/Payroll.
- V. Prepare/edit letters, reports, brochures, charts, newsletters, etc.
- W. Prepare department webpage, develop and post to department social media pages.
- X. Provide information regarding department programs or requirements.
- Y. Conduct research for department programs or policy development.
- Z. Perform basic bookkeeping or accounting tasks, receipt payments, assist with payroll functions, prepare invoices and process Pcard transactions, research data for budgetary tasks.

REQUIRED ABILITIES

- A. Maintain security of confidential matters and materials.
- B. Maintain knowledge of applicable current local, state, and federal laws, rules and regulations.
- C. Operate modern office equipment.
- D. Possess working knowledge of general office procedures, computer hardware/software and office equipment.
- E. Communicate orally and in writing effectively.
- F. Write documents and/or articles using original or innovative techniques or styles.
- G. Present information to management, small groups and individuals.
- H. Respond to inquiries, complaints or questions from a group or individual setting.

- I. Remain calm and levelheaded in difficult, unexpected or emergency situations.
- J. Establish and maintain an effective working relationship with department heads, employees, the general public and other agency staff.
- K. Possess excellent public relation skills.
- L. Exercise the judgment and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.
- M. Interpret complex documents.
- N. Respond effectively to the most sensitive inquires or complaints.
- O. Define problems, collect data, establish facts and draw valid conclusions.
- P. Process information derived from numbers.
- Q. Memorize and retain information over long and short periods of time.
- R. Apply attention to detail.
- S. Perform effectively under tight time frames and demanding schedules.
- T. Plan and monitor assigned activities.
- U. Prioritize multiple tasks and meet scheduled deadlines.
- V. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- W. Work as team player in the absence of or with minimal supervision.
- X. Manage unexpected changes within job duties.
- Y. Demonstrate knowledge of principles and practices of public management.
- Z. Work independently and exercise sound professional judgment.

QUALIFICATIONS

- A. Requires a high school diploma or equivalent.
- B. Requires two years of experience in a related field.
- C. Possess and maintain and insurance acceptable driver's license.
- D. Requires 50% tested proficiency in Microsoft Word 2010 and Microsoft Excel 2010.
- E. Requires 4001 KPH tested proficiency in Data Entry – Alphanumeric.
- F. Requires no felony convictions if applicable to department.
- G. Requires Time System Certification within six months of hire if applicable to department.

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.
- B. Deal with challenges and criticism on a regular basis.
- C. Travel to all county workstations on an as needed basis.
- D. Interact with abusive and/or difficult individuals occasionally.
- E. Work in fast-paced high-pressure situations.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Sit for long periods of time.
- C. Lift and/or carry up to ten pounds frequently, occasionally lifting in excess.

ADDITIONAL DUTIES

- A. Work outside of normal hours when necessary.
- B. Perform additional duties as assigned.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

MARINETTE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MARINETTE COUNTY WHEN NECESSARY.

Prepared: 10/2017 & 12/2017
 Approved: 12/18/2017

12/18/2017 Title separation approved by Personnel.



Job Title: Emergency Management Coordinator

Department: Highway - Emergency Management Division
Position Reports to: Highway Commissioner
Pay Grade Level: Carlson-Dettmann H
FLSA Status: Non Exempt
Position Status: Full Time

JOB ANALYSIS

Organize, maintain and implement the civil and emergency preparedness programs and the Emergency Planning and Community Right-to-Know Act (EPCRA) for Marinette County and its municipalities. Additional duties include ensuring grant compliance of the Emergency Management Performance Grant (EMPG), EPCRA and additional grants when awarded by Wisconsin Emergency Management, FEMA or the Department of Homeland Security. Further duties include responding to and coordinating the recovery from emergency/disaster situations. Decisions regarding daily work activity are made independently within the context of established policies and procedures.

ESSENTIAL JOB FUNCTIONS

- A. Interact and work with county and city law enforcement agencies, fire departments, emergency medical service staff and municipalities for the operational needs of the department.
- B. Develop county plans and assess strengths and weaknesses within the county in order to prepare applicable grants.
- C. Prepare and participate in training exercises involving various types of issues and appropriate responses.
- D. Review applicable state and federal mandates to ensure proper accountability to reduce liability when responding to incidents.
- E. Assist emergency responders in contacting appropriate resources to recover from incidents.
- F. Administer County-wide presentations on emergency preparedness and disasters.
- G. Assist special populations (i.e. nursing homes, camps, schools, etc.) with emergency situation planning.
- H. Create response plans, prepare trainings grants requests and develop special projects for county-wide protection.
- I. Coordinate efforts with Local Emergency Planning Committee (LEPC) to plan for chemical risk management.
- J. Develop and maintain the Marinette County Emergency Operation Plan (EOP), LEPC By-Laws Manual, Dispatch updates and County Hazard Analysis and forward to appropriate personnel.
- K. Develop procedures for new State and Federal mandates, current emergency situations and standard operating procedures for grant programs to address local, state and federal laws.
- L. Prepare grants, news releases and outreach program presentations regarding emergency preparedness and disaster information.
- M. Assist with preparing Emergency Management budget.
- N. Conduct quarterly LEPC meetings.
- O. Develop and inspect off-site emergency plans for fixed EPCRA facilities within the county and exercise responses for federal requirements.
- P. Serve as Marinette County Public Information Officer.
- Q. Run the Emergency Operations Center and direct work of those involved.
- R. Meet with emergency responders to coordinate and update them on programs and response needs.
- S. Meet with local, state and federal officials and agencies to prepare plans for emergency response.
- T. Review, revise and create reports according to WI Emergency Management requirements.
- U. Serve as project manager, coordinator and fiscal agent for Department of Homeland Security, FEMA, Port Security and WI Emergency Management grants.
- V. Recommend the purchase of new equipment, the repairs of present equipment and utilization of rental equipment when necessary.
- W. Assist the Public Services and LEPC committee at scheduled meetings as needed.
- X. Research issues of concern and submit the results to the Commissioner when required.
- Y. Assist with or direct the preparation of governing committee agendas.

REQUIRED ABILITIES

- A. Maintain security of confidential matters and materials.

- B. Maintain knowledge of applicable current local, state, and federal laws, rules and regulations.
- C. Operate modern office equipment.
- D. Possess working knowledge of general office procedures, computer hardware/software and office equipment.
- E. Write documents and/or articles using original or innovative techniques or styles.
- F. Present information to management, small groups and individuals.
- G. Respond to inquiries, complaints or questions from a group or individual setting.
- H. Remain calm and levelheaded in difficult, unexpected or emergency situations.
- I. Establish and maintain an effective working relationship with department heads, employees, the general public and other agency staff.
- J. Possess excellent public relation skills.
- K. Apply excellent trouble shooting skills.
- L. Exercise the judgment and creativity required in situations involving the direction, control and planning of an entire program or multiple programs.
- M. Interpret complex documents.
- N. Respond effectively to the most sensitive inquires or complaints.
- O. Process information derived from numbers.
- P. Work with mathematical concepts such as probability and statistics.
- Q. Memorize and retain information over long and short periods of time.
- R. Apply attention to detail.
- S. Apply procedures and interpret instructions accurately.
- T. Perform effectively under tight time frames and demanding schedules.
- U. Work as team player in the absence of or with minimal supervision.
- V. Manage unexpected changes within job duties.
- W. Work independently and exercise sound professional judgment.
- X. Utilize authority effectively.
- Y. Plan, organize and direct the work of others.

QUALIFICATIONS

- A. Requires five years of direct emergency management experience OR an Associate's degree in a related field with one year of related experience.
- B. Possess and maintain an insurance acceptable driver's license.
- C. Requires an active Advanced Public Information Officer Certification within one year of hire

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.
- B. Work indoors in a non-temperature controlled environment.
- C. Work outdoors exposed to changing weather conditions.
- D. Work outdoors but in the confines of a vehicle.
- E. Work in wet or humid conditions.
- F. Work in frequently quiet environment without significant interaction with others.
- G. Work in an environment with few distractions.
- H. Work with long periods of solitary work.
- I. Travel to all county workstations on an as needed basis.
- J. Adapt to rapid changes in environmental conditions.
- K. Interact with abusive and/or difficult individuals occasionally.
- L. Work in fast-paced high-pressure situations.
- M. May be exposed to body fluids and communicable diseases.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Sit for long periods of time.
- C. Stand for long periods of time.
- D. Bend, squat, stretch, and twist frequently.
- E. Lift and/or carry up to 25 pounds frequently, occasionally lifting in excess.

ADDITIONAL DUTIES

- A. Work outside of normal hours when necessary.
- B. Perform additional duties as assigned.
- C. Complete annual training requirements to remain current on emergency management issues.
- D. Respond to emergency calls when necessary.
- E. Travel to any county working environment for emergency or training situations.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

MARINETTE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MARINETTE COUNTY WHEN NECESSARY.

Prepared: 11/2018
Approved: 11/27/2018

11/27/2018: Highway/Emergency Management/Finance/HHS Reord pending committee and County Board approval.



Job Title: Financial Manager

Department: Various

Position Reports to: Department Head

Pay Grade Level: Carlson-Dettmann K

FLSA Status: Exempt

Position Status: Full Time

JOB ANALYSIS

This position is responsible for department financial records, monitoring contracts and related audits, including preparing financial statements along with the annual closings and audits, providing data and support in preparing the annual budget, and ensuring maximum revenue from all funding sources. Additional duties include supervising support staff and serving department payroll liaison with the Finance Department. This position also receives direction from the Finance Director regarding financial procedures.

ESSENTIAL JOB FUNCTIONS

- A. Maintain responsibility for financial records for the department, including preparation and reporting financial statements along with the annual closing.
- B. Provide data and support in preparing the annual budget in coordination with the department head.
- C. Prepare state reports for data collection and to meeting funding requirements.
- D. Prepare reconciliations for departmental expenditures and revenues to ensure maximum funding for agency programs.
- E. Coordinate and prepare all financial data for the department's annual audit.
- F. Coordinate and monitor payroll and billing procedures to maximize revenue.
- G. Monitor all department accounts receivable and accounts payable.
- H. Implement procedures for successful data collection to secure necessary information to satisfy federal and state requirements.
- I. Monitor department contracts and related audits.
- J. Supervise staff, including directing workload and daily activities, scheduling hours, authorizing leaves, training, hiring and conducting employee consultations.
- K. Maintain a professional standard of operation.
- L. Assist in monitoring operations to ensure compliance with applicable laws and administrative directives.
- M. Coordinate and work with other County staff and state fiscal contacts.
- N. Serve as department payroll liaison with Finance Department.
- O. Prepare and present various reports to the governing committee as requested.
- P. Establish and implement inventory control processes.
- Q. Assist Department Head in fiscal operations of the department.

REQUIRED ABILITIES

- A. Maintain knowledge of applicable codes and regulations.
- B. Work as team player in the absence of little or no supervision.
- C. Communicate effectively orally and in writing.
- D. Memorize and retain information over long and short periods of time.
- E. Work effectively and accurately when there is time, pressure, or emotional strain.
- F. Plan and monitor assigned activities.
- G. Apply procedures and interpret instructions.
- H. Deal with unexpected changes in the job.
- I. Determine methods of work sequences, scheduling and how to achieve objectives of assignments.
- J. Remain calm and levelheaded in difficult, unexpected, or emergency situations.
- K. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- L. Possess troubleshooting and problem solving skills.
- M. Maintain security of confidential matters and materials.
- N. Analyze complex information.
- O. Possess excellent leadership skills.

QUALIFICATIONS

- A. Requires a Bachelor's Degree in managerial accounting, public administration, business management or related field.
- B. Requires five years of experience in an accounting field.
- C. Possess working knowledge of financial accounting systems and governmental accounting concepts.
- D. Possess and maintain an insurance acceptable driver's license.

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Sit for long periods of time.

ADDITIONAL DUTIES

- A. Travel as needed.
- B. Perform additional duties as assigned.
- C. Work outside of normal hours when necessary.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

MARINETTE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER. IN COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT, THE COUNTY WILL PROVIDE REASONABLE ACCOMMODATIONS TO QUALIFIED INDIVIDUALS WITH DISABILITIES AND ENCOURAGE BOTH PROSPECTIVE AND CURRENT EMPLOYEES TO DISCUSS POTENTIAL ACCOMMODATIONS WITH MARINETTE COUNTY WHEN NECESSARY.

Prepared: 09/99
Revised: 10/01
Approved: 02/02
Revised: 06/08 & 08/08
Approved: 08/11/2008 Human Resources & Administration
08/14/2008 Governing Committee
12/16/2008 County Board approved pay grade 11

The following motion was adopted by the Health & Human Services Board on 08/14/2008 to follow Permanent Hiring Process stated in the Policy & Procedures Manual (effective 03/28/2006), which allows for the qualifications listed above as guidelines. Other combinations of education and experience which could provide the necessary knowledge, skills and abilities to perform the job should be considered.

No Changes during Non Rep Performance Appraisal Process

2010
2011

01/18/2016 Position transferred from Health & Human Services Department to Finance Department

Revised: 11/2018 (remove from Finance Department, place in multiple departments)
Approved: 11/27/2018

11/27/2018 Highway/Emergency Management/Finance/HHS Reorg pending Committee and County Board approval

**2018 Position Request - Eliminate EM P/T Program Assistant / Create Administrative Specialist
Using 2019 Figures**

	Hours	Per Hour	111 SALARY	Longevity	151 S.S.	6.55% 152 RET	154 H&D & HRA	155 Life Insurance	0.17% 159 W/C	Total Benefits	Total Salary & Benefits
Current Position: EM Program Assistant (KF)-Grade F,Step 7	1478.39	\$ 22.49	\$ 33,248.99	\$ 255.87	\$ 2,541.51	\$ 2,194.57	\$ 767.76	\$ -	\$ 56.96	\$ 5,560.80	\$ 39,065.66
New Position: Administrative Specialist-Grade F,Step 1	2080	\$ 19.68	\$ 40,934.40	\$ -	\$ 2,974.13	\$ 2,681.20	\$ 18,424.52	\$ 50.40	\$ 69.59	\$ 24,199.85	\$ 65,134.25
Administrative Specialist-Grade F,Step 6	2080	\$ 22.49	\$ 46,779.20	\$ -	\$ 3,421.26	\$ 3,064.04	\$ 18,424.52	\$ 50.40	\$ 79.52	\$ 25,039.74	\$ 71,818.94
Administrative Specialist-Grade F,Step 11	2080	\$ 25.30	\$ 52,624.00	\$ -	\$ 3,868.39	\$ 3,446.87	\$ 18,424.52	\$ 50.40	\$ 89.46	\$ 25,879.64	\$ 78,503.64

*Social Security percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

**Employer H&D Vacant positions: Priority Employee/Spouse Health, Family Dental

Fiscal Impact	Savings (Cost)
Current Positions	\$ 39,065.66
New Positions - Step 1	\$ (65,134.25)
	\$ (26,068.59)
Fiscal Impact	Savings (Cost)
Current Positions	\$ 39,065.66
New Positions - Step 6	\$ (71,818.94)
	\$ (32,753.28)
Fiscal Impact	Savings (Cost)
Current Positions	\$ 39,065.66
New Positions - Step 11	\$ (78,503.64)
	\$ (39,437.98)

**2018 Position Request - Eliminate EM Director / Create EM Coordinator
Using 2019 Figures**

	Hours	Per Hour	111 SALARY	Longevity	151 S.S.	6.55% 152 RET	154 H&D & HRA	155 Life Insurance	2.00% 159 W/C	Total Benefits	Total Salary & Benefits
Current Position:											
EM Director, Grade J, Step 1	2080	\$ 27.13	\$ 56,430.40	\$ -	\$ 4,159.58	\$ 3,696.19	\$ 18,424.52	\$ 114.91	\$ 1,128.61	\$ 27,523.81	\$ 83,954.21
New Position:											
EM Coordinator, Grade H, Step 1	2080	\$ 23.40	\$ 48,672.00	\$ -	\$ 3,566.06	\$ 3,188.02	\$ 18,424.52	\$ 50.40	\$ 973.44	\$ 26,202.44	\$ 74,874.44
EM Coordinator, Grade H, Step 6	2080	\$ 26.74	\$ 55,619.20	\$ -	\$ 4,097.52	\$ 3,643.06	\$ 18,424.52	\$ 50.40	\$ 1,112.38	\$ 27,327.88	\$ 82,947.08
EM Coordinator, Grade H, Step 11	2080	\$ 30.08	\$ 62,566.40	\$ -	\$ 4,628.98	\$ 4,098.10	\$ 18,424.52	\$ 50.40	\$ 1,251.33	\$ 28,453.33	\$ 91,019.73

*Social Security percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

**Employer H&D Vacant positions: Priority Employee/Spouse Health, Family Dental

Fiscal Impact	Savings (Cost)
Current Positions	\$ 83,954.21
New Positions - Step 1	\$ (74,874.44)
	\$ 9,079.77

Fiscal Impact	Savings (Cost)
Current Positions	\$ 83,954.21
New Positions - Step 6	\$ (82,947.08)
	\$ 1,007.13

Fiscal Impact	Savings (Cost)
Current Positions	\$ 83,954.21
New Positions - Step 11	\$ (91,019.73)
	\$ (7,065.52)

**2018 Position Request - Eliminate Accountant / Create Financial Manager
Using 2019 Figures**

	Hours	Per Hour	111 SALARY	Longevity	151 S.S.	6.55% 152 RET	154 H&D & HRA	155 Life Insurance	0.17% 159 W/C	Total Benefits	Total Salary & Benefits
Current Position: Accountant-Grade G, Step 8	2080	\$ 25.84	\$ 53,747.20	\$ 210.00	\$ 3,786.34	\$ 3,534.20	\$ 25,887.84	\$ 50.40	\$ 91.73	\$ 33,350.50	\$ 87,307.70
New Position: Financial Manager-Grade K, Step 1	2080	\$ 29.00	\$ 60,320.00	\$ 210.00	\$ 4,289.16	\$ 3,964.72	\$ 25,887.84	\$ 122.98	\$ 102.90	\$ 34,367.59	\$ 94,897.59
Financial Manager-Grade K, Step 6	2080	\$ 33.14	\$ 68,931.20	\$ 210.00	\$ 4,947.92	\$ 4,528.75	\$ 25,887.84	\$ 139.10	\$ 117.54	\$ 35,621.15	\$ 104,762.35
Financial Manager-Grade K, Step 11	2080	\$ 37.28	\$ 77,542.40	\$ 210.00	\$ 5,606.67	\$ 5,092.78	\$ 25,887.84	\$ 157.25	\$ 132.18	\$ 36,876.72	\$ 114,629.12

*Social Security percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

**Employer H&D Vacant positions: Priority Employee/Spouse Health, Family Dental

Fiscal Impact	Savings (Cost)
Current Positions	\$ 87,307.70
New Positions - Step 1	\$ (94,897.59)
	\$ (7,589.89)

Fiscal Impact	Savings (Cost)
Current Positions	\$ 87,307.70
New Positions - Step 6	\$ (104,762.35)
	\$ (17,454.64)

Fiscal Impact	Savings (Cost)
Current Positions	\$ 87,307.70
New Positions - Step 11	\$ (114,629.12)
	\$ (27,321.42)



MARINETTE COUNTY POSITION REQUEST FORM

Exhibit T

Administration Completes and returns to the Department

Applicable dates:

Governing Committee Infrastructure 11-7-18
Administrative Committee 11-8-18
County Board 11-13-18

Permission to proceed:

[Signature] 10/23/18

(County Administrator initials and dates)

Department Completes and submits to Human Resources

Department: Highway
Department Head: Eric Burmeister
Supervisor: Patrol Superintendent
Position Title: Mechanics I-III & Chief Mechanic (3 positions)
Old Position Title: Mechanics I-III (4 positions - eliminating one position)
Hours per Week/Year: 40/2080
Effective Date: ASAP / /

New Positions: <small>(check all that apply)</small>	<input type="checkbox"/> Permanent
	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Project
	<input type="checkbox"/> LTE
	<input type="checkbox"/> Addition of Current Position
	<input checked="" type="checkbox"/> Eliminate/Create
Changes to Existing:	<input type="checkbox"/> Hours of Work
	<input type="checkbox"/> Title Change
	<input type="checkbox"/> Location Change

Account Number(s): Same

Funding taken from: Same (i.e. salaries with or without fringes)

Justification for request: Please attach

Human Resources Completes and submits to Finance 10/23/18 - received in HR

Wage Scale: _____
Pay Rate/Salary: \$ See attached
Pay Level: KA 11/20/18

Human Resources Initials: _____

Finance Completes and returns to Administration

Cost of Request:			
Wages:	\$ _____	Workers Comp:	\$ _____
FICA:	\$ _____	Life Insurance:	\$ _____
Retirement:	\$ _____	Longevity:	\$ _____
Other (explain):	_____		\$ _____

Total Cost: \$ see attached

Finance Initials: LM

Approval*

Department Head: Eric Burmeister
County Administrator: [Signature]

10 /22 /2018
11 /29 /18

* Minutes from the applicable Governing Committee, Administrative Committee, and County Board meeting must be attached.



Highway Department Chief Mechanic Justification

The justification to reorganize the Mechanic positions stems from the inability to hire and retain qualified technicians and mechanics. The department has had difficulties finding qualified mechanics when the position has been vacant. This difficulty is not unique to Marinette County; it is being experienced industry wide from governmental agencies to the private sector. The current qualifications for the mechanic position are restrictive, and past Highway Department administrations have had difficulty attracting and hiring the best qualified individual for the position of mechanic. Restructuring these positions will provide Marinette County the opportunity to hire, train, and retain quality employees. This change will provide the County with 4 levels of mechanics, as opposed to the current 3 levels, and allows for the Chief Mechanic to supervise and direct the work activities of the other mechanics.

Funding for the position will be from the elimination of a Mechanic position.

Position	Pay Grade	2019 Rates		
		Step 1	Step 6	Step 11
Mechanic I	F	\$ 19.68	\$ 22.49	\$ 25.30
Mechanic II	G	\$ 21.54	\$ 24.61	\$ 27.69
Mechanic III	H	\$ 23.40	\$ 26.74	\$ 30.08
Chief Mechanic	I	\$ 25.27	\$ 28.87	\$ 32.48

109
11/27/18



Job Title: Chief Mechanic

Department: Highway

Position Reports to: Patrol Superintendent

Pay Grade Level: Carlson-Dettmann I

FLSA Status: Exempt

Position Status: Full Time

JOB ANALYSIS

This position is responsible to hire, train, discipline and supervise mechanics; review mechanic work; determine repair priority; etc. Additional duties include to perform major and minor mechanical repairs to department vehicles and power equipment. Decisions regarding daily work activity are made independently within the context of established policies and procedures.

ESSENTIAL JOB FUNCTIONS

- A. Direct, assign and supervise all work activities of mechanics including hiring staff, conducting performance evaluations, scheduling work hours for staff, assigning workloads and conducting disciplinary procedures.
- B. Review the inventory and condition of the department equipment, materials and parts and direct the ordering of more when needed.
- C. Trouble-shoot and problem-solve vehicle or equipment breakdowns.
- D. Determine if repairs should be contracted.
- E. Schedule department work on equipment maintenance projects.
- F. Record employee and machinery time, materials bills of lading and invoices according to the appropriate job.
- G. Provide technical advice to municipal and township governments.
- H. Assist with developing equipment specifications and equipment Request for Proposals.
- I. Recommend the purchase of new equipment, the repairs of present equipment and utilization of rental equipment when necessary.
- J. Assure staff compliance of all Wisconsin Department of Safety and Professional Services Commerce safety standards.
- K. Assure care and custody of all county property/facilities associated with the job.
- L. Direct and review the work of all Mechanics.
- M. Sign off on all vehicle/equipment maintenance work performed by a non ASE Certified Mechanic(s).
- N. Review/sign off on all vehicle/equipment maintenance assistance performed by the Purchasing/Stockroom Coordinator and Equipment Operators.
- O. Oversee engine overhauls, electrical and brake system repairs, bodywork and hydraulic systems repairs and assist when necessary.
- P. Maintain vehicle/equipment records and prepare reports as required.
- Q. Operate all county owned equipment.
- R. Assist with road maintenance.

REQUIRED ABILITIES

- A. Work independently, maintain reliability, exercise sound professional judgement, and effectively utilize authority.
- B. Work as team player in the absence of or with minimal supervision.
- C. Communicate effectively orally and in writing.
- D. Memorize and retain information over long and short period of time.
- E. Work efficiently and accurately under time constraints, pressure or emotional strain.
- F. Plan and monitor assigned activities effectively.
- G. Accurately apply concepts of basic algebra and geometry.
- H. Apply procedures and interpret instructions accurately.
- I. Remain calm and levelheaded in difficult, unexpected, or emergency situations.
- J. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- K. Operate heavy equipment
- L. Possess excellent troubleshooting and problem solving skills.

- M. Explore and research problems effectively to ensure positive results.
- N. Prioritize multiple tasks and meet scheduled deadlines.
- O. Ability to apply attention to detail.
- P. Possess outstanding flexibility in order to shift focus of priority on a moment's notice.

QUALIFICATIONS

- A. Requires a high school diploma or equivalent.
- B. Possess and maintain an insurance acceptable Class A Commercial Driver's License (CDL) with air brakes endorsement at time of hire and tanker endorsement.
- C. Requires two years of experience driving a Class A CDL vehicle.
- D. Requires ASE medium/heavy truck certifications in five of the following eight categories:
 - a. Gasoline Engines
 - b. Diesel Engines
 - c. Drive Train
 - d. Brakes
 - e. Suspension and Steering
 - f. Electrical/Electronic Systems
 - g. Heating, Ventilation and Air Conditioning (HVAC) Systems
 - h. Preventative Maintenance Inspection (PMI)
- E. Requires five years of experience in gasoline/diesel engine overhaul and repair, automotive bodywork, gas/electrical welding, painting and metal fabrication, and electrical hydraulic/braking system repair.
- F. Requires forklift certification within three months of hire.

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.
- B. Work indoors in a non-temperature controlled environment.
- C. Work outdoors exposed to changing weather conditions.
- D. Work outdoors but in the confines of a vehicle.
- E. Work in wet or humid conditions.
- F. Work near moving mechanical parts on a regular basis.
- G. Work in high precarious places.
- H. May be subjected to fumes or airborne particles.
- I. May be exposed to bodily fluids or communicable diseases.
- J. Exposed to dust, mud and snow.
- K. Subject to excessive noise.
- L. Work in highway construction sites in heavy traffic.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Stand for long periods of time.
- C. Work with vibrating tools or equipment when necessary.
- D. Work in a confined workspace.
- E. Crawl into, under or around confined spaces.
- F. Stoop, kneel, crouch or crawl frequently.
- G. Bend, squat, stretch and twist frequently.
- H. Lift and/or carry up to 50 pounds frequently, occasionally in excess.

ADDITIONAL DUTIES

- A. Work outside of normal hours when necessary.
- B. Perform additional duties as assigned.
- C. Maintain all certification and training standards.
- D. Travel to all county work stations on an as needed basis.
- E. Assist with performing minor repairs and maintenance on vehicles and equipment when needed.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

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Prepared: 07/02
Approved: 08/02
Revised: 07/2010 & 10/2012
Approved: 10/23/2012 Human Resources Director & County Administrator

2013 Position Streamlined with Mechanics

Revised: 10/2018 & 11/2018
Approved: 11/28/2018

11/28/2018 Highway Reorg pending Committee and County Board approvals.



Job Title: Mechanic I/II/III

Department: Highway

Position Reports to: Chief Mechanic

Pay Grade Level: I Carlson-Dettmann F
 II Carlson-Dettmann G
 III Carlson-Dettmann H

FLSA Status: Non-Exempt

Position Status: Full Time

JOB ANALYSIS

This position performs major and minor mechanical repairs to various County equipment/vehicles within the Highway Department. Additional duties include maintaining maintenance records for all equipment.

ESSENTIAL JOB FUNCTIONS

- I**
- A. Repair electrical and brake systems on all department equipment and vehicles.
 - B. Perform fabrication/bodywork including gas and electrical welding.
 - C. Repair equipment hydraulic systems.
 - D. Perform complete engine tune-ups.
 - E. Change tires and perform various automotive shop tasks as required.
 - F. Maintain vehicle/equipment records and prepare reports as required.
 - G. Operate all county owned equipment not requiring a Class A CDL.
 - H. Perform all repairs on vehicles and equipment.
 - I. Clean and maintain department buildings and equipment.
 - J. Perform carpentry work at state waysides and county buildings.
 - K. Perform routine duties such as painting, cleaning and removing roadside brush.
 - L. Mow grass or shovel snow when needed.

II/III

- A. Perform Mechanic I duties.
- B. Operate all County owned equipment.
- C. Operate truck for construction activities, winter snow removal and to ensure repair accuracy
- D. Assist with road maintenance, including plowing.

REQUIRED ABILITIES

- A. Maintain security of confidential matters and materials.
- B. Work as team player in the absence of or with minimal supervision.
- C. Communicate effectively orally and in writing.
- D. Apply concepts of basic algebra and geometry accurately.
- E. Define problems, collect data, establish facts, and draw valid conclusions.
- F. Remain calm and levelheaded in difficult, unexpected, or emergency situations.
- G. Work in the presence of distractions or under monotonous conditions without significant loss of efficiency.
- H. Prioritize multiple tasks and meet scheduled deadlines.
- I. Possess outstanding flexibility in order to shift focus of priority on a moment's notice.

QUALIFICATIONS

Mechanic I

- A. Requires high school diploma or equivalent.
- B. Requires insurance acceptable driver's license.

- C. Requires one year of experience in gasoline/diesel engine overhaul and repair, automotive bodywork, gas/electrical welding and electrical hydraulic/braking system repair.
- D. Requires Forklift Certification within three months of hire.

Mechanic II

- A. Requires high school diploma or equivalent.
- B. Requires insurance acceptable Class A Commercial Driver's License (CDL) with no restrictions on air brakes and Tanker endorsement.
- C. Requires one year of experience in gasoline/diesel engine overhaul and repair, automotive bodywork, gas/electrical welding and electrical hydraulic/braking system repair.
- D. Requires Forklift Certification within three months of hire.

Mechanic III

- A. Requires high school diploma or equivalent.
- B. Requires insurance acceptable Class A Commercial Driver's License (CDL) with no restrictions on air brakes and Tanker endorsement.
- C. Requires two years of experience driving with a Class A CDL.
- D. Requires one year of experience in gasoline/diesel engine overhaul and repair, automotive bodywork, gas/electrical welding and electrical hydraulic/braking system repair.
- E. Requires Forklift Certification within three months of hire.
- F. Requires ASE medium/heavy truck certifications in three of the following eight categories:
 1. Gasoline Engines
 2. Diesel Engines
 3. Drive Train
 4. Brakes
 5. Suspension and Steering
 6. Electrical/Electronic Systems
 7. Heating, Ventilation and Air Conditioning (HVAC) Systems
 8. Preventative Maintenance Inspection (PMI)

ENVIRONMENTAL CONDITIONS OF THE WORKPLACE

- A. Work indoors in a controlled environment.
- B. Work indoors in a non-temperature controlled environment.
- C. Work outdoors exposed to changing weather conditions.
- D. Work outdoors but in the confines of a vehicle.
- E. Work in wet or humid conditions.
- F. Work near moving mechanical parts on a regular basis.
- G. Work in high precarious places.
- H. Subject to fumes or airborne particles.
- I. Subject to excessive noise.
- J. Exposed to dust, mud and snow.
- K. Work on highway construction sites in heavy traffic.
- L. May be exposed to bodily fluids and communicable diseases.

PHYSICAL DEMANDS

- A. Requires hand-eye coordination.
- B. Stand for long periods of time.
- C. Work with vibrating tools or equipment when necessary.
- D. Work in a confined workspace.
- E. Crawl into, under or around confined spaces.
- F. Stoop, kneel, crouch or crawl frequently.
- G. Bend, squat, stretch and twist frequently.
- H. Lift and/or carry up to 50 pounds frequently, occasionally in excess.

ADDITIONAL DUTIES

- A. Work outside of normal hours when necessary.
- B. Perform additional duties as assigned.
- C. Maintain all required certifications and trainings standards.
- D. Travel to all County work stations on an as-needed basis.

NOTE:

1. A Mechanic - I shall move to Mechanic - II level/pay after completion of and providing proof of acquiring all Qualifications required for Mechanic - II level/pay.
2. A Mechanic - II shall move to Mechanic - III level/pay after completion of and providing proof of acquiring all Qualifications required for Mechanic - III level/pay.

THE ABOVE STATEMENTS ARE INTENDED TO DESCRIBE THE GENERAL NATURE AND LEVEL OF WORK BEING PERFORMED BY THE EMPLOYEE ASSIGNED TO THIS POSITION. THEY ARE NOT TO BE CONSTRUED AS AN EXHAUSTIVE LIST OF ALL JOB RESPONSIBILITIES AND DUTIES PERFORMED BY PERSONNEL SO CLASSIFIED.

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Prepared: 08/02
 Approved: 09/02
 Revised: 01/07 & 02/07
 Approved: 03/02/2007
 Revised: 01/09
 Approved: 02/20/2009
 Revised: 07/10
 Approved: 07/28/2010
 Revised: 02/2013
 Approved: 02/07/2013
 Revised: 02/2013
 Approved: 02/14/2013
 Revised: 08/2013
 Approved: 09/05/2013
 Revised: 10/2013
 Approved: 11/05/2013

10/08/2017 Updated to new pay scale.

Revised: 10/2018
 Approved: 11/27/2018

11/27/2018 Highway Mechanic Reorg pending Committee and County Board approval.

**2018 Position Request - Eliminate 2 Mechanic's / Create Chief Mechanic
Using 2019 Figures**

	Hours	Per Hour	111 SALARY	Longevity	7.65% 151 *S.S.	6.55% 152 RET	154 **H&D & HRA	155 Life Insurance	4.50% 159 W/C	Total Benefits	Total Salary & Benefits
Current Positions:											
Mechanic I (JT)-Grade F, Step 3	2080	\$ 20.80	\$ 43,264.00	\$ -	\$ 3,152.35	\$ 2,833.79	\$ 18,424.52	\$ 50.40	\$ 1,946.88	\$ 26,407.94	\$ 69,671.94
Mechanic III (VT)-Grade H, Step 6	2080	\$ 26.74	\$ 55,619.20	\$ 120.00	\$ 4,048.59	\$ 3,650.92	\$ 25,260.70	\$ 50.40	\$ 2,508.26	\$ 35,518.87	\$ 91,258.07
Mechanic I-Grade F, Step 1	2080	\$ 19.68	\$ 40,934.40	\$ -	\$ 2,974.13	\$ 2,681.20	\$ 18,424.52	\$ 50.40	\$ 1,842.05	\$ 25,972.30	\$ 66,906.70
Mechanic I-Grade F, Step 1	2080	\$ 19.68	\$ 40,934.40	\$ -	\$ 2,974.13	\$ 2,681.20	\$ 18,424.52	\$ 50.40	\$ 1,842.05	\$ 25,972.30	\$ 66,906.70
New Positions:											
Mechanic I (JT)-Grade F, Step 3	2080	\$ 20.80	\$ 43,264.00	\$ -	\$ 3,152.35	\$ 2,833.79	\$ 18,424.52	\$ 50.40	\$ 1,946.88	\$ 26,407.94	\$ 69,671.94
Mechanic III (VT)-Grade H, Step 6	2080	\$ 26.74	\$ 55,619.20	\$ 120.00	\$ 4,048.59	\$ 3,650.92	\$ 25,260.70	\$ 50.40	\$ 2,508.26	\$ 35,518.87	\$ 91,258.07
Chief Mechanic, Grade I, Step 1	2080	\$ 25.27	\$ 52,561.60	\$ -	\$ 3,863.61	\$ 3,442.78	\$ 18,424.52	\$ 50.40	\$ 2,365.27	\$ 28,146.59	\$ 80,708.19
Chief Mechanic, Grade I, Step 6	2080	\$ 28.87	\$ 60,049.60	\$ -	\$ 4,436.45	\$ 3,933.25	\$ 18,424.52	\$ 50.40	\$ 2,702.23	\$ 29,546.85	\$ 89,596.45
Chief Mechanic, Grade I, Step 11	2080	\$ 32.48	\$ 67,558.40	\$ -	\$ 5,010.87	\$ 4,425.08	\$ 18,424.52	\$ 50.40	\$ 3,040.13	\$ 30,950.99	\$ 98,509.39

*Social Security percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex

**Employer H&D Vacant positions: Priority Employee/Spouse Health, Family Dental

Fiscal Impact	Savings (Cost)
Current Positions	\$ 294,743.42
New Positions-Chief Step 1	\$ (241,638.20)
	\$ 53,105.22

Fiscal Impact	Savings (Cost)
Current Positions	\$ 294,743.42
New Positions-Chief Step 6	\$ (250,526.46)
	\$ 44,216.96

Fiscal Impact	Savings (Cost)
Current Positions	\$ 294,743.42
New Positions-Chief Step 11	\$ (259,439.41)
	\$ 35,304.02

2018 REQUESTED RE-ORGANIZATION

EMERGENCY MANAGEMENT, FINANCE, HIGHWAY AND HEALTH & HUMAN SERVICES POSITIONS

CURRENT STRUCTURE:

Finance

1 Finance Director
 1 Assistant Finance Director
 1 Financial Manager (located at HHS)
 4 Accountants (1 located at Highway, 3 at Courthouse)
 9 Accounting Clerks (1 located at Highway & Courthouse, 8 at HHS)

Highway

1 Highway Commissioner
 4-Mechanics I/II/III

Health & Human Services

1 Director
 1 Deputy Director

Emergency Management

1 Director
 1 PT Program Assistant

CHANGES REQUESTED:

Finance

1 Finance Director
 1 Assistant Finance Director
~~1 Financial Manager (located at HHS)~~
~~4~~ 3 Accountants (1 located at Highway, 3 at Courthouse)
~~9~~ 1 Accounting Clerks (1 located at Highway & Courthouse, ~~8~~ at HHS)

Highway

1 Highway Commissioner
1 Financial Manager
1 Emergency Management Coordinator
1 Administrative Specialist
~~4~~ 2-Mechanics I/II/III
1-Chief Mechanic

Health & Human Services

1 Director
 1 Deputy Director
1 Financial Manager
8 Accounting Clerks

Emergency Management

~~1 Director~~
~~1 PT Program Assistant~~

FINAL RE-ORG OUTCOME:

Finance

1 Finance Director
 1 Assistant Finance Director
 3 Accountants
 1 Accounting Clerk

Highway/Emergency Management

1 Highway Commissioner
 1 Financial Manager
 1 Emergency Management Coordinator
 1 Administrative Specialist
 2 Mechanics I/II/III
 1 Chief Mechanic

Health & Human Services

1 Director
 1 Deputy Director
 1 Financial Manager
 8 Accounting Clerks

Note: Employees within the positions moving from Finance to Health & Human Services will retain their same positions only the department they work for and the upper management they report to will change. Once the Highway Department Financial Manager position is filled it is anticipated that there will be a vacancy in an Accountant position in Finance which will then be eliminated. The Part-time Program Assistant in Emergency Management will be eliminated when it becomes vacant. The Emergency Management Office will be physically relocated to the Highway Department Office in Peshtigo.



MARINETTE COUNTY POSITION REQUEST FORM

Exhibit V

Administration Completes and returns to the Department

Applicable dates:

Governing Committee Pub. Services 12-4-18
Administrative Committee 12-13-18
County Board 12-18-18

Permission to proceed:

[Signature]
(County Administrator initials and dates)

Department Completes and submits to Human Resources

Department: Office of the Sheriff
Department Head: Sheriff, Jerome T. Sauve
Supervisor: Sheriff
Position Title: Sheriff Deputy
Old Position Title: _____
Hours per Week/Year: _____
Effective Date: ASAP / ____ / ____
Account Number(s): _____

New Positions:	<input type="checkbox"/> Permanent
(check all that apply)	<input type="checkbox"/> Seasonal
	<input type="checkbox"/> Project
	<input type="checkbox"/> LTE
	<input checked="" type="checkbox"/> Addition of Current Position
	<input checked="" type="checkbox"/> Eliminate/Create
Changes to Existing:	<input type="checkbox"/> Hours of Work
	<input type="checkbox"/> Title Change
	<input type="checkbox"/> Location Change

Funding taken from: _____ (i.e. salaries with or without fringes)

Justification for request: **Please attach**

Human Resources Completes and submits to Finance

Wage Scale: WPPA
Pay Rate/Salary: \$ 26.52 - 29.02 - 29.74
Pay Level: Deputy

Human Resources Initials: [Signature]

Finance Completes and returns to Administration

Cost of Request:
Wages: \$ _____ Workers Comp: \$ _____
FICA: \$ _____ Life Insurance: \$ _____
Retirement: \$ _____ Longevity: \$ _____
Other (explain): _____ \$ _____

Total Cost: \$ see attached Finance Initials: LM

Approval*

Department Head: [Signature] 12/04/18
County Administrator: [Signature] 12/4/18

* Minutes from the applicable Governing Committee, Administrative Committee, and County Board meeting must be attached.

For now over a year the Sheriff's Office has been one Deputy short due to a suspension of a Deputy. The legal proceedings concerning this Deputy continue on at a slow pace and we must carry on with business. The shortage of this Deputy for this long has caused a hardship, especially on the one platoon that is always short. Soon we will be interviewing for new Deputy Sheriff's due to other vacancies and would like to fill this position also as we will be in the selection and training process. This is advantageous to do all at once so we can have them up and ready by spring/ summer.

Thank you.

Jerry Sauve / Sheriff.

**2018 Position Request - Create Sheriff Deputy
Using 2018 Wage Rates / 2019 Benefits**

	Hours	Per Hour	111 SALARY	Longevity	151 S.S.	10.72% 152 RET	154 H&D & HRA	155 Life Insurance	2.50% 159 W/C	Total Benefits	Total Salary & Benefits
New Position:											
Deputy - Step 0	2184	\$ 26.52	\$ 57,919.68	\$ -	\$ 4,273.51	\$ 6,208.99	\$ 18,424.52	\$ 50.40	\$ 1,447.99	\$ 30,405.41	\$ 88,325.09
Deputy - Step 24	2184	\$ 29.02	\$ 63,379.68	\$ -	\$ 4,691.20	\$ 6,794.30	\$ 18,424.52	\$ 50.40	\$ 1,584.49	\$ 31,544.91	\$ 94,924.59
Deputy - Step 48	2184	\$ 29.74	\$ 64,952.16	\$ -	\$ 4,811.49	\$ 6,962.87	\$ 18,424.52	\$ 50.40	\$ 1,623.80	\$ 31,873.09	\$ 96,825.25

*Social Security percentage calculated by salary plus longevity minus employee share of health and dental/125 Flex
 **Employer H&D Vacant positions: Priority Employee/Spouse Health, Family Dental

AGREEMENT FOR CITY OF MARINETTE
HUMAN RESOURCE SUPPORT SERVICES

This Agreement is made between the City of Marinette (hereinafter "City") and Marinette County (hereinafter "County"), for purposes of providing services defined as Human Resource Support Services.

Proposed Scope of Work

County is willing to assist with Human Resources support functions as needed and will provide services as follows:

1. County will provide Human Resource support services as requested by the City Mayor or his designee.
2. County will generally provide these services at the City Hall location in Marinette, Wisconsin however if said service can be provided more efficiently from the Marinette Courthouse the City agrees for the service to be provided from the courthouse.
3. County will determine hours and times County will provide services.
4. County agrees to perform as an independent contractor and not as an employee of the City of Marinette. Bonding, if the City determines is necessary, shall be provided by the City.
5. County agrees that the performance of its work, services and the results therefore, shall conform to such recognized professional standards as are prevalent in this field of endeavor and like services.

Project Contacts:

City:

Steve Genisot, Mayor Marinette City Hall
1905 Hall Avenue
Marinette, WI 54143
(715)732-5120

County:

John Lefebvre, County Administrator Courthouse
1926 Hall Avenue
Marinette, WI 54143
Phone: (715) 732-7415

City Responsibilities

1. City agrees to provide County with the appropriate office space and tools, including but not limited to competent support staff for the assistance being requested, to perform the necessary administrative and management services related to Human Resources.
2. City shall provide the County Human Resource staff access to all personnel related documents upon request.

Services in this Agreement shall commence upon execution of this agreement by both parties, and shall remain in effect through December 31, 2019, with an option to extend for additional 1 year term(s) upon approval of the parties.

Retainer Fee, Hourly Rate and Expenses:

1. A retainer fee of \$1,000 per month shall be paid by the City.
2. In addition to the retainer fee services provided shall be at the rate of \$65 per hour for the Human Resources Director and \$40 per hour for support staff, plus expenses. Billing shall be based upon 15 minute increments.
3. Mileage will be charged at the allowable IRS rate (currently \$.535 per mile). Should any assigned work include travel, meals and lodging expenses will be invoiced at actual cost. Invoices will include hours devoted to services to the City, and expenses associated with the above described work.
4. Other expenses shall be reimbursed at actual, out-of-pocket cost such as postage, printing and copying, long distance phone, and other miscellaneous items.
5. County will bill City monthly.

Modifications to this Agreement

Terms of this Agreement may be modified between the City and County. Modifications shall be agreed to by the parties in writing.

ASSIGNMENT

This Agreement may not be assigned by either party without the prior written consent of the other party.

Termination

Either party may terminate this Agreement upon seven (7) days written notice. If terminated, City agrees to pay County the monthly retainer fee, hourly rate for all services rendered and expenses incurred up to the date of termination.

Dispute Resolution

County and City agree to mediate claims or disputes arising out of or relating to the Agreement. The mediation shall be conducted by a mediation service acceptable to the parties. A demand for mediation shall be made within a reasonable time after a claim or dispute arises.

Indemnification

1. County shall indemnify and hold harmless City from any and all claims, liabilities, and costs arising out of County's performance of services under this Agreement that are the direct result of County's gross negligence, or intentional wrongdoing.

2. City shall indemnify and hold harmless County from any and all claims, liabilities, and costs arising out of City's activities related to this Agreement that are the direct result of City's negligence, recklessness, or intentional wrongdoing.

Dated: _____

Dates: _____

City of Marinette

Marinette County

Steve Genisot
Mayor

Kathy Brandt
Marinette County Clerk

Attest:

City Clerk